

Board of Commissioners

Robert Stevens - President
Tim Hill – Vice-President
Thaddeus Fickel – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

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

Regular Meeting

October 06, 2026 @ 4:00 PM
422 Gateway Ave, Suite 100, 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. CHANGES/ADDITIONS TO THE AGENDA
5. 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.
6. CONSENT CALENDAR
 - a. Meeting Minutes –
 - Regular Meeting 09/01/20263
 - Workshop Session 09/15/2026..... 6
 - b. Financials – August 2026 11
 - c. Event Calendar – October 2026 18
7. ACTION
 - a. Boatyard Haulout and West Basin Marina Dredging 19
 - b. Resolution 2026-07 Loan Authorization 108
 - c. AVH Contract Amendment..... 127
8. 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.
9. COMMISSION REPORTS
10. EXECUTIVE DIRECTOR COMMENTS
11. UPCOMING MEETING DATES
 - a. Workshop Session – October 20, 2026, at 4:00 PM
 - b. Regular Meeting – November 03, 2026, at 4:00 PM
12. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>. 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=amhtTTBFcE9NUeIxNy9hYTZFPQTlZQT09>
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:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>. Please allow time for the normal posting procedure for agendas and meeting packets.

**MEETING MINUTES
SEPTEMBER 01, 2026**

PORT OF ASTORIA
REGULAR MEETING
COMMISSION CHAMBERS
422 GATEWAY AVE., SUITE 100
ASTORIA, OR 97103

Call to Order

President Stevens called the Regular Meeting to order at 4:00 PM.

Roll Call

Commissioners Present: Robert Stevens; Jim Campbell; Tim Hill; Dirk Rohne; and Thaddeus Fickel

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Finance and HR Director Melanie Howard; and Administrative Assistant Katie Brown.

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

Also Attending: Finance Advisory Committee Member John Lansing; Jay Corella of *The Daily Astorian*; Fox Perez of *The Daily Astorian*, and Rob Seitz.

Pledge of Allegiance

Changes/Additions to the agenda

No changes or additions were made to the agenda.

Public Comment for items on the agenda

No public comment was received.

Consent Calendar

The Consent Calendar consisted of the following:

- Meeting Minutes – Regular Meeting 07/07/2026, Workshop Session 07/21/2026, Workshop Session 08/18/2026
- Financials – June 2026 & July 2026
- Event Calendar – September 2026

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

Votes were as follows: Stevens – Aye, Hill – Aye, Fickel – Aye, Campbell – Aye, Rohne – Aye

Advisory Items

8a. TKW – Audit Letter

Melanie Howard presented the annual audit communications letter from Talbot, Korvola, & Warwick LLP's (TKW). Key points included:

- Required annual communication outlining responsibilities, scope, and limitations.
- Field work occurred during the week of August 17; follow-up work is ongoing.

- Final field work is scheduled for the week of September 7th; completion is expected within one month.
- Finance Committee will receive the auditor's presentation prior to board consideration.

Action Items

9a. Cintas Contract

Executive Director Isom summarized the updated 48-month standard rental service agreement with Cintas. Highlights include:

- Long-standing vendor relationship.
- Contract covers shop towels, coveralls, and similar items.
- Term requires commission approval under purchasing rules.
- Pricing consistent with prior service levels; shorter term than previous 60-month contract.

Commissioner Campbell moved to approve the Rental service agreement between the Port of Astoria and Cintas as presented. Commissioner Hill seconded. The motion carried 5-0 amongst the Commissioners present. Votes were as follows: Stevens – Aye, Hill – Aye, Fickel – Aye, Campbell – Aye, Rohne – Aye.

Public Comment for items not on the agenda

John Lansing, Field representative for Representative Javadi offered comments:

- Commended staff for a successful Airport Open House and Fly-In event. Noting positive public reception and effective coordination by those involved.
- Encouraged the Port to prepare legislative funding requests (e.g., permitting, dredging), explaining that upcoming election season presents an opportunity for candidates to understand and potentially advocate for the Port's priorities.
- Noted upcoming Finance Advisory Committee Meeting.

Commission Reports

Commissioner Hill did not have anything to report.

Commissioner Fickel reported on the following:

- Participated in the Airport Open House & Fly-In with the EAA as a young eagle's pilot completing six flights for youth.

Commissioner Rohne reported on the following:

- Attended the Airport Open House & Fly-In briefly; noting positive public response.
- Commented on the improvements made to the FBO facilities.
- Shared an update regarding the Select Area Fisheries and BPA funding.

Commissioner Campbell reported on the following:

- Participated in the Airport Open House & Fly-In; weather limited some aircraft arrivals.

Commissioner Stevens reported on the following:

- Volunteered with aircraft marshaling at the Airport Open House & Fly-In.
- Participated in a telephone town hall with Representative Bonamici and Oregon Attorney General Dan Rayfield regarding mail-in voting.

Executive Director Comments

- A summary of the Airport Open House & Fly-in financials was distributed; sponsorships helped offset costs. The event provided strong public engagement and positive feedback.
- A meeting is scheduled with USDA Rural Development Director regarding funding opportunities.
- The Port's Connect Oregon grant request of \$10M may face challenges due to the large amount

- requested; staff are working on additional funding strategies.
- The Port Received a letter from FishHer Columbia Pacific Community Alliance expressing gratitude for the Port's support with the fishermen's appreciation lunch.
 - Boatyard customer Chuck Levy submitted a letter praising boatyard staff Brendon, Joey, and Billy for their professionalism and customer service.
 - The Port's budget-year estimates indicate strong financial performance, with operating revenues reaching 102% of the approved budget, an increase of approximately \$252,000. Operating expenses came in at 95% of budget, reflecting savings of more than \$500,000. As a result, the estimated net operating position exceeds \$800,000. While these figures may be adjusted during the final audit, the overall financial outlook remains positive.

Upcoming Meeting Dates

- Finance Advisory Committee Meeting – September 02, 2026, at 12:00 PM
- Workshop Session – September 15, 2026, at 4:00 PM
- Regular Meeting – October 06, 2026, at 4:00 PM

Adjourned

President Stevens adjourned the meeting at 4:21 PM.

APPROVED:**ATTEST:**

Robert Stevens, President
Board of Commissioners

Thaddeus Fickel, Secretary
Board of Commissioners

Respectfully submitted by:
Katie Brown
Administrative Assistant

October 06, 2026
Date Approved by Commission



**MEETING MINUTES
SEPTEMBER 15, 2026**

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

Call to Order

President Stevens called the Workshop Session to order at 4:00 PM.

Roll Call

Commissioners Present: Robert Stevens; Tim Hill; James Campbell; Dirk Rohne; and Thaddeus Fickel.

Staff Present: Deputy Director Matt McGrath; Properties and Customer Support Manager Sue Transue; and Administrative Assistant Katie Brown.

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

Also Attending: Jay Corella of *The Daily Astorian*; Finance Committee Member David Oser; Budget Committee Member Steve Kraske; Tiffany O'Donnell; Julia Hesse; Eric Peterson; Belinda Sampson; and Bob Sampson.

Pledge of Allegiance

Changes/Additions to the Agenda

Public Comment

Tiffany O'Donnell – Astoria, OR.

O'Donnell expressed concerns regarding cooperation with ICE. She described impacts on local students, including fear of apprehension, hiding during safety drills, and families avoiding public spaces. She respectfully requested that the Port of Astoria not assist ICE actions and consider the effects on community members.

Eric Peterson – Warrenton, OR.

Peterson voiced concern about the recent ICE action on Port property, noting potential conflicts with Oregon sanctuary laws. He urged the Port not to cooperate with ICE, citing due-process and civil-rights concerns.

Julia Hesse – Astoria, OR.

Hesse requested that the Port fully comply with Oregon sanctuary law by refusing cooperation with federal immigration agencies unless they present a valid judicial warrant. Hesse further recommended that the Port adopt a formal written policy outlining how staff should respond to immigration-related requests, provide regular training to ensure all employees understand and comply with Oregon's sanctuary law, and publicly report any immigration-related requests or interactions to maintain transparency and accountability.

Advisory Items

6a. Pier 1 Pile Inspection – Engineering Inspection Report

McGrath presented results from Appledore Marine Engineering's inspection of approximately 400 steel piles at Pier 1. Key Points Include:

- Visual inspections completed on all piles; 10% received detailed inspection.
- Ultrasonic testing revealed significant deterioration in tidal zones.
 - 28% showed a 30% section loss
 - 69% showed a 20% section loss
- Piles are repairable. The recommended next step is a design-level inspection to determine specific repair requirements and priorities.
- Potential repairs may include sleeving damaged sections.
- Current operational limits: load kept below 400lbs/sq ft. and crane operations restricted pending engineering review.

Commissioners asked questions regarding repair methods, load restrictions, and historical construction practices. McGrath emphasized the need for a repair plan within 12-24 months.

6b. Capital Improvement Update by Matt McGrath

McGrath provided an overview of ongoing capital projects:

Airport/Industrial Park

- Terminal building improvements are near completion.
- An Industrial Lands Program application was submitted to Business Oregon for airport industrial park development.
- Environmental work underway for Taxiway A & B realignment.
- Pre-design and design work planned for Runway 8-26 rehabilitation.
- Planning for hangar improvements continues.

Waterfront/Marina

- East Marina float dock replacement scheduled; delivery early next month, installation planned for November.
- East Mooring Basin dredging permit secured; new RFP to be issued.
- Year-two and three dredging with JF Brennan to begin in November; consolidation of work will reduce mobilization costs.
- Bid opening occurred for dredging at West Marina, DMMU 1 & 2, and the boatyard haul-out basin.

Pier 2 West

- State mitigation is not required by DSL; separate federal mitigation is needed.
- A new approach to Corps of Engineers mitigation is progressing and appears favorable.
 - RFP for construction planned within the next few months; construction anticipated to begin November 2027.
 - Pier 2 building 75 Roof Replacement material has been received; installation is expected soon.

Boatyard Expansion

- Several funding requests are pending, including congressional directed spending.

6c. Grant(s) Status Update by Shane Jensen

Shane Jensen provided updates on active grant applications including:

- Airport Industrial Park phase-one design forgivable loan request.
- Airport terminal improvements and T-hangar rehabilitation (ODA and FAA grants).
- Multiple grant requests pending for Boatyard phase-one design.
- BUILD grant for Central Waterfront with a multi-year competitive process.

- East Mooring Basin boarding dock replacement with Marine Board and U.S. Fish and Wildlife Service funding.
- Port security camera upgrades delayed due to federal shutdown; installation forthcoming.
- Port Security Grant for electronics upgrades on the Trident vessel.
- Upcoming Marine Board application for East Mooring Basin parking lot striping and sealcoat.

The Commission discussed potential partnerships for the Trident vessel and future staffing requirements for maritime emergency operations.

Action Items

7a. Lease Amendment – Marine Spill Response Corp (MSRC)

Properties and Customer Support Manager Sue Transue presented an amendment to MSRC's existing commercial lease for 4,250 sq ft of storage space. The amendment changes the physical location of the leased storage area, with no change in square footage or lease rate.

Commissioner Rohne moved to approve the lease amendment between the Port of Astoria and MSRC as presented. Commissioner Fickel seconded. The motion carried 4-0 with 1 abstention amongst the Commissioners present. Votes were as follows: Stevens – Aye, Hill – Aye, Fickel – Aye, Campbell – Abstain, Rohne – Aye.

Commission Comments

Commissioner Campbell did not have anything to report.

Commissioner Rohne commented on the following:

- Acknowledged the individuals who participated in public comment and thanked them for attending and sharing concerns and engaging with the Port. Rohne noted that the Executive Director was not present, and therefore discussion about ICE-related matters would be deferred until Executive Director could participate.

Commissioner Fickel commented on the following:

- Expressed appreciation for public commenters Tiffany O'Donnell, Eric Peterson, and Julia Hesse. Fickel noted the Commission had heard similar concerns in the past and stated interest in receiving clarity from the Executive Director and the Port's attorney regarding the Port's responsibilities under Oregon sanctuary law.

Commissioner Hill commented on the following:

- Thanked Port staff for the significant amount of work being carried out across multiple projects.

Commissioner Stevens commented on the following:

- Reported attending the recent Clatsop Cruise Host meeting with Commissioner Campbell, noting presence from Port staff including Terminal Manager Dianna Delgado, who provided a comprehensive briefing.

Deputy Director Comments

Noted he is searching for historical documentation related to airport tide-gates and drainage systems and plans to schedule an onsite meeting with Commissioner Stevens and Commissioner Campbell.

Upcoming Meeting Dates

- Regular Meeting – October 06, 2026, at 4:00 PM
- Workshop Session – October 20, 2026, at 4:00 PM

Adjourned:

President Stevens adjourned the meeting at 4:44 PM.

APPROVED:

ATTEST:

Robert Stevens, President
Board of Commissioners

Thaddeus Fickel, Secretary
Board of Commissioners

Respectfully submitted by:
Katie Brown, Administrative Assistant

October 06, 2026
Date Approved by Commission

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11:17 AM

09/03/26

Accrual Basis

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	09/03/2026	86895	A Coastal Lock & Key, LLC		48.73
Bill Pmt -Check	09/03/2026	86896	Adam Hernandez (A/P)		281.89
Bill Pmt -Check	09/03/2026	86897	Amazon	Acct#: A3O230TH9VG0U	690.68
Bill Pmt -Check	09/03/2026	86898	AVH Consulting, LLC	PoA_040824	14,702.76
Bill Pmt -Check	09/03/2026	86899	Campbell Environmental	Environmental Services	945.00
Bill Pmt -Check	09/03/2026	86900	CenturyLink	Acct # 497163267	126.90
Bill Pmt -Check	09/03/2026	86901	Cintas Corporation	10829	261.74
Bill Pmt -Check	09/03/2026	86902	City Lumber	Cust # 7259	93.56
Bill Pmt -Check	09/03/2026	86903	City of Astoria - utilities	Utilities - Water & Sewer	509,136.36
Bill Pmt -Check	09/03/2026	86904	CityServiceValcon (CSV) / Coleman...	Fuel Supplies & Refuelers	126,655.93
Bill Pmt -Check	09/03/2026	86905	Comm - Thaddeus Fickel		550.00
Bill Pmt -Check	09/03/2026	86906	Conexwest		12,448.00
Bill Pmt -Check	09/03/2026	86907	DJC - Bridge Tower OpCo, LLC	Cust ID #36724	69.72
Bill Pmt -Check	09/03/2026	86908	Englund Marine (Airport) 18868	Acct 18868 - Airport	312.86
Bill Pmt -Check	09/03/2026	86909	Englund Marine (Boatyard) 15589	Acct# 15589	349.83
Bill Pmt -Check	09/03/2026	86910	Englund Marine (Marina) 14130	Acct# 14130	299.51
Bill Pmt -Check	09/03/2026	86911	Englund Marine (MX) 14129	Acct# 14129	319.80
Bill Pmt -Check	09/03/2026	86912	EO Media Group - The Daily Astorian		219.10
Bill Pmt -Check	09/03/2026	86913	Fastenal	ORAST0062	1,803.17
Bill Pmt -Check	09/03/2026	86914	Englund Marine (Sec) 19793	#19793	96.00
Bill Pmt -Check	09/03/2026	86915	Helligso Construction		57,646.40
Bill Pmt -Check	09/03/2026	86916	Industrial Tire Service	Cust # 4512	6,214.35
Bill Pmt -Check	09/03/2026	86917	Jackson and Son Oil		213,249.24
Bill Pmt -Check	09/03/2026	86918	Keith Warren		152.00
Bill Pmt -Check	09/03/2026	86919	Larry Jones (Retiree)		349.06
Bill Pmt -Check	09/03/2026	86920	Lawson Products	Cust # 10075026	235.42
Bill Pmt -Check	09/03/2026	86921	Lum's Auto Center	Port of Astoria 1269	83.99
Bill Pmt -Check	09/03/2026	86922	Napa Auto Parts	Cust # 76004	4.58
Bill Pmt -Check	09/03/2026	86923	North Coast Oregonian	Acct #R100 - (Cancelled effective 08/30)	60.00
Bill Pmt -Check	09/03/2026	86924	North Coast Truck Parts	Acct# 358	115.75
Bill Pmt -Check	09/03/2026	86925	Pacific Office Automation -Subscrip ...	Cust# 80M829	137.50
Bill Pmt -Check	09/03/2026	86926	Pacific Power	Electrical Power Services	7,469.66
Bill Pmt -Check	09/03/2026	86927	Performance Promotions		175.20
Bill Pmt -Check	09/03/2026	86928	Peterson / CAT	Cust #7302050	128.57
Bill Pmt -Check	09/03/2026	86929	S. Bruce Conner		2,100.00
Bill Pmt -Check	09/03/2026	86930	SmartSign		1,878.54
Bill Pmt -Check	09/03/2026	86931	Soaring by the Sea Foundation	8/20 Check Run - Give check to Dianna	4,700.00
Bill Pmt -Check	09/03/2026	86932	Special Districts Health Premiums	Cust # 03-0016324 Health Insurance	61,705.90
Bill Pmt -Check	09/03/2026	86933	Special Touch Janitorial, Inc.		8,598.50
Bill Pmt -Check	09/03/2026	86934	Specialty Rents		483.15
Bill Pmt -Check	09/03/2026	86935	Staples Advantage	Act #LA 1833939 - Office Supply	43.81
Bill Pmt -Check	09/03/2026	86936	Terry's Plumbing LLC.		23.10
Bill Pmt -Check	09/03/2026	86937	The Magic Shop & More		550.00
Bill Pmt -Check	09/03/2026	86938	Truffle Shuffle Media, LLC		800.00
Bill Pmt -Check	09/03/2026	86939	Verizon Wireless #7705-1	270297705-00001	448.79
Bill Pmt -Check	09/03/2026	86940	Walter E. Nelson Co.	Cust # 1629	1,412.00
Bill Pmt -Check	09/03/2026	86941	Wells Electrical Contracting, Inc.		2,983.27
Check	09/03/2026	86942	Lighthouse Ambassadors	Final Refund - FUA Agreement Chinook Field	300.00
Total 102-02 - CCB Operating #1442					1,041,460.32
Total 102-00 - Cash					1,041,460.32
TOTAL					1,041,460.32

9-3-26
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10:14 AM
09/18/26

Port of Astoria
Vouchers Paid -- Operating Acct

Accrual Basis

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Check	09/18/2026		Grays Bay LLC:Hangar A-2	Duplicate payment refund - Hangar A-2	186.00
Bill Pmt -Check	09/18/2026		A Coastal Lock & Key, LLC		30.50
Bill Pmt -Check	09/18/2026		Advanced Remediation Technologie...		1,712.50
Bill Pmt -Check	09/18/2026		ALS Environmental	Cust # 207691-01	400.00
Bill Pmt -Check	09/18/2026		Amazon	Acct#: A3O230TH9VG0U	838.58
Bill Pmt -Check	09/18/2026		America's Phone Guys	Cust #1271	430.22
Bill Pmt -Check	09/18/2026		Art's Automotive		799.98
Bill Pmt -Check	09/18/2026		Astoria Ford	Parts & Services	322.94
Bill Pmt -Check	09/18/2026		Atlantis Auto Glass		855.00
Bill Pmt -Check	09/18/2026		Business Oregon		23,128.18
Bill Pmt -Check	09/18/2026		Canon Financial Services	Cust# 939795	215.00
Bill Pmt -Check	09/18/2026		Cartomation, Inc.	GIS Applications	800.00
Bill Pmt -Check	09/18/2026		Cintas Corporation	10829	278.96
Bill Pmt -Check	09/18/2026		City of Warrenton	Water & Sewer Services	25,747.21
Bill Pmt -Check	09/18/2026		CivicPlus LLC	A627DDCE-0016	367.00
Bill Pmt -Check	09/18/2026		Earthworx Excavation, LLC		5,140.00
Bill Pmt -Check	09/18/2026		Forklift Headquarters		125.00
Bill Pmt -Check	09/18/2026		Home Depot	6035 3225 3191 4798	1,953.51
Bill Pmt -Check	09/18/2026		J P Plumbing Company, Inc.	Cust ID: AS75	100.00
Bill Pmt -Check	09/18/2026		Jackson and Son Oil		68,028.04
Bill Pmt -Check	09/18/2026		Lawson Products	Cust # 10075026	231.80
Bill Pmt -Check	09/18/2026		Maritime Fire & Safety Assoc.	Cust#PORAST02	270.00
Bill Pmt -Check	09/18/2026		Napa Auto Parts	Cust # 76004	185.01
Bill Pmt -Check	09/18/2026		North Current Legal LLC		200.00
Bill Pmt -Check	09/18/2026		Northwest Ready Mix, Inc.		1,162.50
Bill Pmt -Check	09/18/2026		Olson Asphalt Maintenance, LLC		1,390.00
Bill Pmt -Check	09/18/2026		Pacific Power	Electrical Power Services	3,846.93
Bill Pmt -Check	09/18/2026		PetroCard, Inc.	01-0004280 & 00-0300590	4,141.81
Bill Pmt -Check	09/18/2026		Platt Electric Supply (Rexel)	Acct #135946	667.67
Bill Pmt -Check	09/18/2026		Polk Riley's Printing & Design		898.00
Bill Pmt -Check	09/18/2026		PRIMO / Sierra Springs	928320221793628	374.70
Bill Pmt -Check	09/18/2026		Recology Western Oregon (Acct#34...	8100553466	33.49
Bill Pmt -Check	09/18/2026		Recology Western Oregon (AIRP)	8100552492	402.25
Bill Pmt -Check	09/18/2026		Recology Western Oregon (Piers)	8100550041	817.98
Bill Pmt -Check	09/18/2026		SAIF Corporation	Policy # 100014156	788.38
Bill Pmt -Check	09/18/2026		Sandra Palmer		500.00
Bill Pmt -Check	09/18/2026		Sherwin-Williams	4251-5877-1	120.80
Bill Pmt -Check	09/18/2026		Shred Northwest	Inv.#05594032426	60.00
Bill Pmt -Check	09/18/2026		SmartSign		347.58
Bill Pmt -Check	09/18/2026		Spectrum - 0901	Acct # 176560901	199.40
Bill Pmt -Check	09/18/2026		Spectrum - 1001	Acct # 176561001	47.89
Bill Pmt -Check	09/18/2026		Spectrum - 1101	250481101	1,882.28
Bill Pmt -Check	09/18/2026		Spectrum - 6401	Acct # 176526401	274.74
Bill Pmt -Check	09/18/2026		ULINE	Cust # 21657453	170.60
Bill Pmt -Check	09/18/2026		US Bank - Credit Cards	Card# 2090 - CPN# 002706885	8,017.00
Bill Pmt -Check	09/18/2026		VenTek International	Cust # PORTASTORIA	475.00
Check	09/04/2026	EFT 2053	PNC Bank National Assoc.		73.50
Check	09/04/2026	EFT 2054	MARINA CUSTOMER	Returned check	4,000.00
Check	09/10/2026	EFT 2056	MARINA CUSTOMER	Returned check	4,000.00
Bill Pmt -Check	09/10/2026	EFT 2057	Colonial Life	EFT	293.60
Check	09/11/2026	EFT 2058	Clover Network, Inc	Merchant Equipment Fees - MARINA 3-EQUIP ...	35.85
Bill Pmt -Check	09/14/2026	EFT 2059	OR PERS	EFT PAYMENT	14,478.40
Bill Pmt -Check	09/14/2026	EFT 2060	OR PERS	EFT PAYMENT	5,821.22
Check	09/14/2026	EFT 2061	PNC Bank National Assoc.		547.98
Bill Pmt -Check	09/16/2026	EFT 2062	Gravity Payments	Merch ID#517924510061062	30.84
Total 102-02 - CCB Operating #1442					188,245.82
Total 102-00 - Cash					188,245.82
TOTAL					188,245.82

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9-18-26
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JULY-AUGUST 2026 FINANCIALS NARRATIVE*

Summary

For July through August 2026, the Port reported an operating net gain of \$596,000, which was \$148,000 ahead of budget and \$42,000 behind the prior year. Operating revenue was 108% of budget while operating expenses were 102% of budget. Non-operating revenues were at 94% and non-operating expenses were at 100% of budget.

Overall, the Port reported total net profits of \$541,000, which was \$138,000 ahead of budget expectations and \$340,000 ahead of the prior year.

Operating Revenue

- **Dockage:** Close to budget and ahead of prior year by \$43,000.
- **Lease & Rentals:** Ahead of budget by \$15,500 and prior year by \$43,000.
- **Rebilled Expenses:** Ahead of budget by \$157,000 and prior year by \$54,000. A significant portion of the increase was due to water/sewer rebilling, which was offset by an increase in related expenses.
- **Marina & Boatyard:**
 - Boatyard revenue was \$22,600 behind budget expectations but \$31,000 ahead of prior year (115%).
 - Marina revenue was \$35,000 ahead of budget (117%) and \$39,000 ahead of prior year (120%).
- **Fuel Profits:**
 - Marina net fuel profits totaled \$141,500 – \$14,600 below budget but \$11,700 above prior year.
 - Airport fuel profits totaled \$82,000 – \$11,900 below budget and \$10,000 below prior year.

Operating Expense

Personnel costs and materials and services were at 97% and 105% of budget, respectively, resulting in a budget variance of \$47,500. The overage in budgeted materials and services was mostly attributable to utility costs and fuel cost of sales.

Capital Spending

August's capital spending was primarily for Terminal Building Upgrades and the East Mooring Basin Permit Support; both of which were partially offset by grant reimbursements. After grant activity, net capital spending was down \$300,000 from the prior year.

Port of Astoria
Profit & Loss Actual vs. Budget
August 2026

	Actuals Jul - Aug 2026	Actuals Jul - Aug 2025	Budget Jul - Aug 2026	Budget Variance Through Aug	% of Budget Through Aug	Full 2026-27 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	94,734	51,499	93,609	1,125	101%	991,867
Lease & Rental Income	626,854	584,066	611,300	15,554	103%	3,482,006
Rebilled Expenses	664,210	610,246	507,210	157,000	131%	3,000,170
Boat Haulout	240,458	209,657	263,068	-22,610	91%	1,250,000
Marina Revenues	237,851	198,659	202,649	35,202	117%	717,400
Fuel Sales	784,239	653,759	789,451	-5,212	99%	2,102,905
Ticket Revenues	8,770	1,150	1,240	7,530	707%	3,100
Other Income	20,550	17,347	13,118	7,432	157%	70,778
Total Operating Revenues	2,677,666	2,326,383	2,481,645	196,021	108%	11,618,226
<u>Operating Expenses</u>						
Personnel Services	573,038	514,981	593,557	-20,519	97%	3,766,029
Materials and Services	1,508,165	1,256,623	1,440,071	68,094	105%	5,622,408
Bad Debt Expense	0	0	0	0		0
Total Operating Expenses	2,081,203	1,771,604	2,033,628	47,575	102%	9,388,437
 Income from Operations	 596,463	 554,779	 448,017	 148,446	 133%	 2,229,789
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	22,328	13,885	14,375	7,953	155%	1,089,989
Timber Tax Revenues	47,317	58,890	63,325	-16,008	75%	171,322
Other County Revenues	0	127	127	-127	0%	280
Grants*	88,161	39,063	88,161	0	100%	52,683
Settlement	0	0	0	0	0%	0
Interest Income	5,908	7,198	8,511	-2,603	69%	33,450
Total Non-Operating Revenues	163,714	119,163	174,499	-10,785	94%	1,847,724
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	195,992	445,517	195,992	0	100%	128,252
Interest Expense	8,135	8,841	8,135	0	100%	363,722
Principal Expense	14,994	18,790	14,994	0	100%	1,281,972
Total Non-Operating Expenses	219,121	473,148	219,121	0	100%	1,773,946
 Net Income (Loss)	 541,056	 200,794	 403,395	 137,661	 134%	 2,303,567

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

Port of Astoria

Balance Sheet

as of August 2026

August 31, 2026

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	1,321,879
Payroll Account #5344	14,627
Money Market #1259	504,420
Restricted AOC4 MMA #0760	266,508
LGIP Savings #6728	535,764
Undeposited Funds	182,800

Total Cash & Cash Equivalents 2,826,742

Accounts Receivable 417,440

Other Current Assets

Grant Receivables	93,411
Inventory	130,045
Prepaid Expenses	99,954
Property Taxes Receivable	52,972
Deferred Pension Outflows	775,080
Deferred OPEB Outflows	95,191
Current Maturities LT Rcvble	2,299,984

Total Other Current Assets 3,546,637

Total Current Assets 6,790,819

Fixed Assets 36,223,181

Other Assets

Long-term Receivables 13,911,868

TOTAL ASSETS 56,925,868

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	3,014,554
Accrued Interest Payable	80,688
Retainage Payable	34,686
Accrued Liabilities	190,262
Accrued Payroll Liabilities	-115
Prepaid Rent	53,358
Deposits and Overpayments	44,462
LT Debt Obligation - Current Portion	1,623,117
Unearned Tenant Improvements	8,400
Deferred Pension Inflows	257,068
Deferred OPEB Inflows	315,367
Deferred Lease Inflows	11,074,222

Total Current Liabilities 16,696,066

Long Term Liabilities

Accrued Vacation Payable	261,856
Accrued Sick Leave	299,751
Notes Payable	9,833,249
Net Pension Liability	1,527,416
OPEB Liability	723,312
Lease Liability	831,285

Port of Astoria

Balance Sheet

as of August 2026

	August 31, 2026
Pollution Remediation AOC 4 Liability	2,841,786
Less Current Portion LT Debt	-1,623,117
Total Long Term Liabilities	14,695,539
Total Liabilities	31,391,605
Equity	
Retained Earnings	24,993,206
Net Income	541,056
Total Equity	25,534,263
TOTAL LIABILITIES & EQUITY	56,925,868

Capital Projects
July - August 2026

DEPARTMENT AND PROJECT		BUDGETED SPENDING & GRANTS			ACTUAL SPENDING & GRANTS			Estimate of Remaining POA Expense	Priority 9 = Def'd 10 = Comp
Department	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted Port of Astoria Expense	Expenses through 08/31/2026	Received through 08/31/2026	through 08/31/2026 NET OF		
WFW	Pier 2 West - Construction Phase 1	50,000	-	50,000	-	-	-	50,000	1
WFW	Pier 2 West Mitigation & Permitting	10,000	7,500	2,500	2,093	-	2,093	408	1
WFW	Pier 2 West NEPA Requirements	50,500	-	50,500	-	-	-	50,500	1
Airport	Airport Industrial Park - Design Phase 2	300,000	250,000	50,000	-	-	-	50,000	2
Airport	Runway 8/26 Rehabilitation - Design	140,000	133,000	7,000	-	-	-	7,000	2
Airport	Taxiway A and B Realignment - Predesign	400,000	396,000	4,000	-	-	-	4,000	2
Airport	T-Hangar B Row Rehabilitation	337,200	333,828	3,372	-	-	-	3,372	2
Security	2025-26 Security Upgrades: Camera and Infrastructure Upgrades	107,153	80,365	26,788	-	-	-	26,788	2
Marinas	East Basin Boarding Docks Replacement	295,750	227,728	68,022	-	-	-	68,022	2
Marinas	East Mooring Basin Dredging	672,100	334,225	337,875	23,095	17,321	5,774	332,101	2
WFW	Gateway Avenue Repair / Restripe	90,000	80,000	10,000	-	-	-	10,000	2
WFW	Water Infrastructure Upgrades	100,000	90,000	10,000	-	-	-	10,000	2
Boatyard	Boatyard Expansion - Phase 1	600,000	480,000	120,000	-	-	-	120,000	2
Boatyard	Pier 3 Haulout Equipment & Structural Reinforcement	4,310,480	3,879,432	431,048	-	-	-	431,048	2
WFW	2025-28 CWD Piers Maintenance Dredging	816,850	-	816,850	-	-	-	816,850	3
WFW	Boatyard Haulout / WMB Entrance Dredging	150,000	-	150,000	-	-	-	150,000	3
WFW	Pier 2 Warehouse Roof Repairs	100,000	-	100,000	23,178	-	23,178	76,823	3
Boatyard	Boatyard Travelift Wheels	25,000	-	25,000	-	-	-	25,000	3
WFW	Equipment Storage Building - Maintenance	55,000	-	55,000	-	-	-	55,000	4
WFW	Pier One Building - Remodel/Upgrades	75,000	-	75,000	-	-	-	75,000	4
Boatyard	Boatyard Upgrades	100,000	-	100,000	18,000	-	18,000	82,000	4
WFW	Pier 2 East - Repairs based on ODOT reports/bent repairs	100,000	-	100,000	-	-	-	100,000	5
WFW	413 Gateway - Remodel/Upgrades	50,000	-	50,000	-	-	-	50,000	7
WFW	422 Gateway - Siding	50,000	-	50,000	-	-	-	50,000	8
WFW	422 Gateway Remodel/Upgrades	50,000	-	50,000	-	-	-	50,000	8
	Misc	-	-	-	129,627	70,840	58,787	(58,787)	
TOTALS		9,035,033	6,292,078	2,742,955	195,992	88,161	107,831	2,635,124	

OCTOBER 2026

SUN

MON

TUES

WED

THURS

FRI

SAT

				1 4:00PM CB City Council Work Session 6:00PM Warrenton Planning Commission Meeting	2	3
4	5 6:00PM Astoria City Council Meeting	6 4:00PM POA Regular Meeting 6:00PM CB City Council Meeting	7 10:30AM Clatsop County Board of Commissioners Work Session 6:00PM Gearhart City Council Meeting & Public Hearing	8	9	10
11	12 5:00PM Seaside City Council Work Session 6:00PM Seaside City Council Meeting	13 6:00PM CB City Council Work Session 6:00PM Warrenton City Commission Meeting	14 5:00PM Clatsop County Board of Commissioners Work Session & Regular Meeting	15	16	17
		October 13-15 Pacific Northwest Waterways Association Annual Convention				
18	19 6:00PM Astoria City Council Meeting	20 4:00PM POA Workshop Session	21 10:30AM Clatsop County Board of Commissioners Work Session	22	23	24
25	26 5:00PM Seaside City Council Work Session 6:00PM Seaside City Council Meeting 6:00PM Astoria City Council Work Session	27 7:45AM AWACC Breakfast Networking 5:30PM Astoria Planning Commission Meeting 6:00PM Warrenton City Commission Meeting	28 5:00PM Clatsop County Board of Commissioners Work Session & Regular Meeting	29	30	31

**Board of Commissioners
Port of Astoria**

COMMISSION MEETING AGENDA ITEM SUMMARY

Agenda Item: Boatyard Haulout & West Basin Marina Dredging
Presented by: Matt McGrath

Summary:

The Boatyard Haulout and two DMMUs of the West Basin Marina (Dredge Material Management Units 1 & 2) require dredging to ensure continuity of operations. The Boatyard Haulout was last dredged in November 2019 and DMMU's 1 & 2 of the West Basin Marina were last dredged in February 2021. An Invitation to Bid for dredging the Pier 3 Boatyard Haulout and West Basin Marina was published with a response deadline of September 15, 2026. The Port received three bids for the project:

Company	Bid Amount
1. Bergerson Construction	\$1,097,954
2. Duwamish Services LLC	\$1,599,785
3. Dixon Marine	\$1,363,953.08

The Port does not have funding necessary to complete this project in the current fiscal year and is seeking to enter into a contract with Bergerson Construction to complete the work in FY 2027-28 with work targeted to start in November 2027.

Requested Action:

Approval from the Commission to authorize the Executive Director to enter into a contract with Bergerson Construction for \$1,097,954 with the contingency that work may not commence until a Notice to Proceed is provided.

Enc: Dredge Bid Summary / Receipt List
Dredge Bids
Pier 3 Bathymetry
DMMU 1 & 2 Bathymetry



FY 2026-27 Marine Contractor Services for West Marina & BY Haul Out Piers Dredging

Bid Opening

Date: Tuesday, September, 15, 2026, 4:30PM

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

Bid Receipt List

Pre-Bid Meeting Attendee	Bid Received?	Bid Amount
Bergerson Construction, Inc.	Yes	\$1,097,954.00
Duwamish Services LLC	Yes	\$1,599,785.00
Dixon Marine	Yes	\$1,363,953.08

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



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

September 15, 2026

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

Project: Dredging: West Basin Marina & Pier 3 Boatyard Haulout
SUBJECT: Bidder Qualifications

Mr. McGrath,

Bergerson Construction is pleased to offer this bid for maintenance dredging in the West Basin Marina and Boat Haulout. Our local experience in marine construction and dredging over the past 58 years more than qualifies our firm for this work. We look forward to working with your team to ensure a successful project.

The following is a list of items required by the Invitation to Bid, but not addressed by the bid forms.

- **Bergerson Construction Project Contacts**

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

Adam Neahring, Project Manager
aneahring@bergerson-const.com
(503) 440-4423 cell

Clayton Solberg, Project Superintendent
csolberg@bergerson-const.com
(503) 440-7782 cell

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

- **Bergerson Construction Company Address/Location(s) and Contact Information**

Main Office
300 Railroad Ave, Suite 200
Astoria, OR 97103
(503) 325-7130

Shop/Yard
300 Railroad Ave.
Astoria, OR 97103

Mailing Address
PO Box 387
Astoria, OR 97103

- **First-Tier Subcontractor Disclosure Form**

See Attachment D – Bid Forms

- **Resident Bidder Status**

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

- **Experience with Environmental Permit Compliance**

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

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

- Spill response kits will be maintained on site for the duration of the contract
- Equipment will be inspected for leaks each day prior to operation
- Emergency contact information in case of spill will be posted on site in the dry shack on the crane barge
- 24-hour contractor contact will be established for duration of contract
- BMP's will be adjusted if deficiencies are noted
- Turbidity during in-water work will be monitored in accordance with the permits. A daily log of turbidity monitoring will be maintained and submitted to the Port at the close of the project.
- A detailed spill prevention plan will be prepared and submitted prior to beginning work on site

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

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

See Attachment A – Project Experience

It should also be noted that our dredge is equipped with state-of-the-art GPS and electronics for tracking position, depth and estimate dredge quantities throughout the project. This aids in accurate dredging and tracking of progress.

- **Applicable Licenses**

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

- Oregon CCB License No.: 63328, Expiration Date: 1/25/2027

- **Certifications**

As certified by the undersigned, Bergerson Construction provides worker's compensation coverage for all its employees working in Oregon.

As certified by the undersigned, Bergerson Construction will ensure responsibility for any subcontractors working on this project.

As certified by the undersigned, Bergerson Construction has in place an employee drug testing program that will be maintained throughout the term of this agreement.

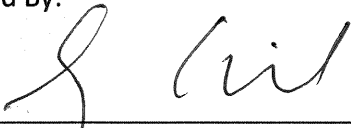
- **Past Project Contacts**

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

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

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

Certified By:



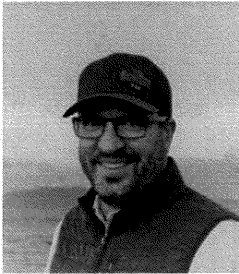
Gregory A. Morrill, President September 15, 2026

ATTACHMENT A

Project Team



GREGORY A. MORRILL | President



EDUCATION

George Fox University-
1987-1988, Area of
Concentration-Music

AWARDS

2017-DJC Oregon Project
of the Year – Sellwood
Bridge Replacement

2012-WSDOT Partnership
in Excellence in Contract
Administration

2011-Society of American
Military Engineers-Small
Business Design
Excellence Bronze Award

2008-Society of American
Military Engineers-Large
Business Design
Excellence Gold Award

CERTIFICATION

Level 1 First Aid and CPR
OSHA 30-Hour
Crane Operator safety
training

**Bergerson Construction,
Inc. Employee Since:**
1992

SELECTED RELEVANT PROJECT EXPERIENCE

Hyak Tongue Point Mobile Boat Hoist Facility, Astoria, OR - 2022-2024, \$10 Million. Design, permitting and construction of two new piers and upland improvements to support a new 1500 metric ton mobile boat hoist. Piers consisted of 30" steel pipe piles with steel and concrete superstructure, plus an OpenCell™ sheetpile bulkhead. Upland work consisted of strengthening of the existing tarmac, addition of electrical infrastructure, and a stormwater treatment system.

Oregon State University Ship Operations Pier, Newport, OR - 2022-2023, \$4.6 Million (Bergerson Construction's portion). Trade Partner with Andersen Construction for design and construction of a partial pier replacement. Our scope included demolition of timber and concrete pier, steel piles, CIP concrete pilecaps, precast deck, under pier utility supports, underwater pile wraps, and floating dock.

USACE Columbia River King Pile Navigation Aids, Columbia River, OR - 2020-2021, \$2.1 Million. Project consisted of installing steel "marker" piles with warning signage at the ends of 68 location on the Columbia River from Multnomah Falls to Westport, OR. Armor rock was placed underwater around each pile to reduce scouring from river currents.

Front Street Marine Bay Blvd Wharf, Newport, OR - 2019-2021, \$3.2 Million. Design-Build contract for construction of approximately 18,000 SF steel and concrete wharf for support of the seafood industry.

Georgia Pacific WAUNA Marine Structures Restoration, Westport, OR - 2019-2020, \$2.4 Million. Removal of aging/failing waterfront structures. Installation of 48" diameter monopile dolphins, connecting truss walkways and new steel fender system. All work performed from the Columbia River with careful coordination on an active industrial waterfront.

Port of Grays Harbor Westport Marina Dredging – 2019-2020, \$1.5 Million. Hydraulic dredging of commercial/sport marina. Portions of the materials were unsuitable for in-water disposal. All materials were pumped into a settling pond up to 4,300 LF from the dredge area. After dredge sediments settled out, clean water was then discharged back into the bay.

Port of Everett Central Marina Improvements, Everett – 2014-2017, \$11.4 Million over three separate contracts. Revitalization of the Port's Central Marina. Included environmental dredging, floating dock demolition and replacement,

seawall demolition and replacement, utility construction, timber wharf construction and excavation.

Commercial Avenue Dock, Garibaldi, OR - 2013, \$4.2 Million replacement of failing timber wharf structure. New structure consisted of steel pipe piles driven through varying layers of incompetent soils, cast-in-place pile caps, precast deck, CIP deck & surface features, steel fender system, riprap slope protection, and a new deck crane.

17th Street Dock Reconstruction, Astoria, OR - 2012, \$4.4 Million replacement of an aging timber pier. New structure consisted of steel pipe piles driven into dense substrate, cast-in-place concrete pile caps, precast deck slabs, CIP concrete deck & surface features, extensive electrical and plumbing, and shoreline protection.

Commercial Dock Facility, The Dalles, OR - 2011, \$2.9 Million construction of a new pier consisting of steel pipe piles drilled through silty soils and rock-socketed into underlying basalt, cast-in-place pile caps and deck, precast deck, architectural concrete, electrical, plumbing, floating dock and gangways

WLB Pier Renovation, Tongue Point, Astoria, OR - 2008, \$5.1 Million reconstruction of 18,000 square foot buoy tender pier consisting of a critical upgrade to the operations of the WLB Pier with tight environmental and schedule requirements. Included driven steel piles, substantial structural steel precast concrete, CIP concrete, and utilities

USCG Neah Bay Breakwater, USCG Station Neah Bay, WA - 2009, \$3.3 Million breakwater structure consisting of Pipe pile supported pre-stressed concrete panels with poured-in-place concreted pile caps, sitting on rip rap base.

Piers 24-25 Rehab & Embankment Capping, Port of Tacoma, WA - 2007, \$6.9 Million structural rehabilitation of Piers 24 and 25 with environmental capping of submerged under-pier soils. Work was performed under the direction of the Port of Tacoma, the Corps of Engineers and the EPA. This project took place on an active pier with little laydown area and was subject to highly restrictive environmental requirements.

Boat Haven Marina Upgrade, Port of Port Angeles, Washington - 2007, \$5.7 Million upgrade to the marina consisting of reconfiguration and installation of new concrete floats connected to new pipe pile. Project included upgrade to electrical, water and fire system.



Clayton Solberg | Superintendent/Tug Boat Captain



CERTIFICATION

USCG 100-ton Master
Licensed
Level I First Aid and CPR
OSHA 30
NCCCO Certified Crane
Operator
USACE CQC

**Bergerson Construction,
Inc. Employee Since:**
1988

SELECTED RELEVANT PROJECT EXPERIENCE

USCG Columbia River Aids to Navigation Structures Replacement (Maintenance Contract)— Value Varies \$25,000-1.5 Million

This is an annual maintenance contract under which numerous task orders are performed. Locations of structures have been from the mouth of the Columbia River to the Snake River in Eastern Washington. Each Task order requires extensive river navigation, pile driving and removal, fabricated metals and field welding.

Port of Portland Marine Maintenance (On-Call Contract)— \$250,000/Task Order

This is an annual maintenance contract under which numerous task orders are performed. The work predominately consists of fender piles replacement and other repairs to marine terminals. Much of the work takes place in the Willamette River Superfund site. Most task orders are carefully orchestrated to coincide with ever-changing ship schedules.

USCG MLB Station Neah Bay Breakwater Construction—\$3.4 Million

Construction of a new pile-supported concrete breakwater. This site presented numerous construction challenges including remote location, high winds, ocean swells entering the bay and difficult materials access. This award-winning project was completed under budget and ahead of schedule.

USCG WLB Pier Renovation, Tongue Point, Astoria, Oregon— \$5.1 Million

Reconstruction of 18,000 square foot buoy tender pier consisting of a critical upgrade to the operations of the WLB *Fir* with tight environmental and schedule requirements. This project included select demolition, driven steel piles, substantial structural steel and welding, precast concrete, cast-in-place concrete, and utilities. Part way through the project, the Coast Guard requested that an emergency replacement of the approach pier be accomplished as well as the original project.

Piers 24 and 24 Rehabilitation and Embankment Capping, Port of Tacoma, Tacoma, Washington - \$6.9 Million

Structural rehabilitation of Piers 24 and 25 with environmental capping of submerged under-pier soils. Work in close cooperation of the Port of Tacoma, the Corps of Engineers and the EPA. Divers were used to perform underwater surveys of the capping materials and to cut off timber piles that were too rotten to extract.



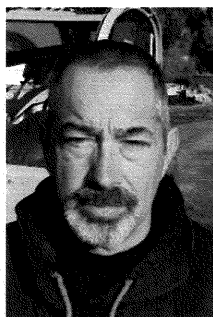
This project was compressed into a very tight in-water work window and was subject to highly restrictive environmental requirements. Access to much of the work was subject to timing of low tides and required substantial nighttime work.

Port of Longview Berth 9 Grain Facility— \$5.5 Million

Construction of a new marine terminal for loading grain ships and unloading grain barges including extensive pile-driving, falsework supported concrete, and structural steel. Despite strict schedule requirements, this project was completed ahead of schedule and under budget.



ROBERT CORCORAN | Project Manager/Superintendent



EDUCATION

University of Colorado-
1985-1989, B.A. English
Literature

The Ocean Corporation-
1996, Commercial Diver
Course

AWARDS

2017-DJC Oregon Project
of the Year – Sellwood
Bridge Replacement

2012-WSDOT Partnership
in Excellence in Contract
Administration

CERTIFICATION

Level 1 First Aid and CPR
OSHA 30-Hour
Commercial Diver
USACE CQC
Nondestructive Testing
(American Society for
Nondestructive Testing):
Liquid Penetrant,
Magnetic Particle and
Ultrasonic, Levels I & II
NCCCO Certified Crane
Operator

**Bergerson Construction,
Inc. Employee Since:**
2006

SELECTED RELEVANT PROJECT EXPERIENCE

Nippon Paper New Ocean Outfall, Port Angeles, WA -\$1.6 Million Construction of a new ocean outfall into the Straits of Juan de Fuca. This project consisted of design and construction of a temporary work trestle, design and construction of a sheet pile cofferdam, excavation & backfill of submerged soils, installation of HDPE outfall pipe using divers, and reconstruction of stone revetment.

Pacific Coast Seafoods Replacement Wharf -\$4.3 Million Replacement of a seafood processing facility that burned down in 2013. Included construction of a new steel and concrete wharf; installation of foundation piles and grade beams; substantial structural concrete; assistance with building construction.

WSDOT Simpson Ave Bridge Stabilization Hoquiam, WA -\$4 Million This contract included installation of 165' long drilled shafts outside the existing pier foundation, construction of underwater concrete caissons, dredging, underwater and above water structural concrete construction, tremie-placed concrete, substantial diving operations, structural steel, post-tensioning, bridge jacking, steel pile installation, fender system, falsework supported concrete pile cap and select demolition. A highly technical project with a very tight schedule and subject to tides and currents that affected every work task.

WLB Pier Renovation, Tongue Point, Astoria, OR -\$5.1 Million Project Manager/ Superintendent for reconstruction of 18,000 square foot buoy tender pier consisting of a critical upgrade to the operations of the WLB *Fir* with tight environmental and schedule requirements. This project included select demolition, driven steel piles, substantial structural steel and welding, precast concrete, cast-in-place concrete, and utilities. Part way through the project, the Coast Guard requested that an emergency replacement of the approach pier be accomplished as well as the original project. Mr. Corcoran's leadership ensured the necessary scheduling and coordination to complete all original construction and the additional work on time and under budget.

Piers 24 and 24 Rehabilitation and Embankment Capping, Port of Tacoma, Tacoma, WA -\$6.9 Million Project Manager/ Superintendent for structural rehabilitation of Piers 24 and 25 with environmental capping of submerged under-pier soils. Work in close cooperation of the Port of Tacoma, the Corps of Engineers and the EPA. Divers were used to perform underwater surveys of the



capping materials and to cut off timber piles that were too rotten to extract. This project was compressed into a tight in-water work window and was subject to highly restrictive environmental requirements. Access to much of the work was subject to timing of low tides and required substantial nighttime work.

USCG Station Yaquina Bay, OR - \$1.9 Million Project Manager/ Superintendent on a project for replacement of the aging portion of a Coast Guard pier. Project included demolition of timber and concrete pier structure, steel pile installation, cast-in-place concrete pile caps, precast and cast-in-place concrete deck system, utility reconfiguration and environmental oversight.

Lions Gate Bridge Lead Abatement/Recoating, West Vancouver, Canada - \$20 Million Production Superintendent for this historic project. Managed over 80 workers in coordinating access, containment, sand blasting and other surface preparations, application of protective coating. Developed technique for removing lead paint from suspension bridge hanger cables while capturing all hazardous waste through UHP water blasting. Supervised craft trades and subcontractors (Two scaffold subcontractors, electricians, ironworkers, shop blast and paint, steel fabricators) as well as numerous suppliers. Coordinated with various engineering subcontractors. Coordinated with Ministry of Transportation and local interests concerning ecological issues. Implemented and enforced job Safety Program. Enforced contract specifications and provided conflict resolution.

Columbia River I-5 Drawbridge, Portland, OR - \$17 Million Access and Labor Superintendent for lead abatement/recoating project. Supervised the construction, installation and moving of modular access platforms and lead abatement containments for industrial paint general contractor. Supervised laborer crews in lead remediation procedures in a particularly sensitive ecological setting.

ATTACHMENT B

Project Experience

Bergerson Construction Project Experience

Dredging Specific Project Experience:

<u>Client/Contact</u>	<u>Project Name</u>	<u>Year</u>	<u>Value</u>
Port of Bandon	Marina Redevelopment	2023-2024	\$1,098,750
Jeff Griffin (541) 357-3206			
Port of Newport	NOAA MOC-P Wharf Maintenance Dredging	2024	\$991,536
Aaron Bretz (541) 406-0217			
Port of Newport	NOAA MOC-P Wharf Maintenance Dredging	2019	\$369,882
Aaron Bretz (541) 406-0217			
Port of Grays Harbor	Westport Marina – Phase 1 Dredging	2019-2020	\$1,537,462
Mike Johnson (360) 533-9528			
City of Warrenton	Hammond Mooring Basin Dredging	2020-2021	\$730,851
Jessica McGowan (503) 861-3822			
Port of Astoria	West Mooring Basin Dredging	2020-2023	\$1,400,000
Matt McGrath (503) 741-3300			
Port of Alsea	Alsea Bay Marina Dredging	2019	\$406,000
Roxie Cuellar (541) 563-3872			
USACE	Coquille River – Marina Dredging	2020	\$414,130
Matt Joerin (360) 353-1521			

Misc. Marine Construction Project Experience:

<u>Client/Contact</u>	<u>Project Name</u>	<u>Year</u>	<u>Value</u>
Oregon State University	HSMC Seawater Intake Pier	2022	\$1,217,018
Kris Anderson (503) 969-9369			
Port of Kalama	Small Cruise Ship Dock	2022	\$3,691,530
Darin Sampson (360) 673-2325			
Port of Alsea	Marina Improvements	2021	\$2,919,923
Roxie Cuellar (541) 563-3872			
Port of Everett	Central Marina Improvements (B, C, & D)	2016-2017	\$10,557,146
Elise Gronewald (425) 388-0630			
Port of Toledo	Boat Haulout Pier	2014-2015	\$1,636,084
Bud Shoemaker (541) 272-1201			
USACE/LKE	Trestle Bay Restoration	2015-2019	\$548,940
Kim Erion (360) 737-9595			
City of Warrenton	Marina Improvements	2016	\$1,637,009
Jessica McGowan (503) 861-3822			

ATTACHMENT C

Schedule

Project Schedule

Assuming a contract execution date of October 20th, 2026, Bergerson Construction has resources available to perform the dredging work outlined in the project contract documents as described below with a Final Completion Date of no later than February 28th, 2027.

Pier 3 Boatyard Haul-Out Dredging

- Mobilization following Permit Notifications
 - Mid November 2026
- Dredging & Disposal
 - Mid November to Mid December 2026

West Basin Marina Dredging

- Mobilization from Pier 3 Boatyard Haul-Out
 - Mid December 2026
- Dredging & Disposal
 - Mid December to Mid-February 2027

ATTACHMENT D

Bid Forms

Bid Bond

First-Tier Subcontractor Disclosure Form

BIDDER INFORMATION AND CERTIFICATION SHEET

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including all attachments of whatever type.

OFFICIAL CONTACT: The Port requests that the Bidder designate one person as authorized to receive, on behalf of the Bidder, all communication from the Port of Astoria regarding the attached Bid. Identify the Contact name and fill in the information below. Please print clearly.

Legal Name of Bidder	Bergerson Construction, Inc
Address	P.O. Box 387
City, State, Zip	Astoria, OR 97103
State of Entity Registration	Oregon
Entity Type	Corporation
Contact Name	Greg Morrill
Phone	(503) 325-7130
Email	admin@bergerson-const.com
OR Business Registry No. (if applicable)	Type text here 095387-19
Resident Bidder under ORS 279A.120? [yes or no]	Type text here Yes

By its submission of this Bid and authorized signature below, Bidder certifies to the following:

1. (a) Bidder grants permission to the Port of Astoria to contact the above-named person (Contact Name) to verify the information contained therein and for all other purposes in connection with the Bid.

(b) The information contained within the Bid is true and accurate.
2. (a) The Bid is the original work of the Bidder and has been developed independently, without consultation, communication or agreement with any employee, agent, or consultant to the Port.

(b) The Bid is the original work of the Bidder and has been developed independently, without consultation, communication or agreement with any other Bidder or other parties for the purpose of restricting competition or any other illicit purpose.

(c) No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.

(d) No relationship exists or will exist during the contract period between Bidder and the Port or any other State agency that interferes with fair competition or constitutes a conflict of interest.

3. (a) Bidder acknowledges receipt of any and all addenda, exhibits, or other attachments to this ITB, including any amendments thereto.
- (b) Bidder has read and understands the terms and conditions contained in the ITB documents and accepts and agrees to be bound by the terms and conditions of the ITB, including but not limited to the procedures, evaluation criteria, Firm Offer condition, and other requirements of this ITB.
- (c) If selected for award of the contract, Bidder agrees to negotiate a contract with the Port in good faith.
4. Bidder is not in violation of any tax laws of the state, or a political subdivision of the state, that applies to the Bidder or to the performance of the Contract, or any rules and regulations that implement or enforce those tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318. Bidder further certifies that it has been in compliance with such tax laws for at least six years in the past from the date of Closing.
5. (a) Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Bidder does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Bidder has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- (b) Bidder complies with ORS 652.220 regarding prohibition of discriminatory wage rates based on a protected class and prohibition of discrimination against employee who is complainant. If selected for award under this ITB, Bidder's continuing compliance with ORS 652.220 constitutes a material element of the contract entered into between Owner and Bidder and failure to comply constitutes a breach that entitles The Port to terminate the contract for cause.
6. Bidder and Bidder's employees, agents, and subcontractors are not included on:
- A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
- B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
7. Bidder certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Bidder, its employees, or its agents, on the one hand, and the business or economic interests of the Port, on the other hand, arising out of, or relating in any way to, the subject matter of the ITB. If any changes occur with respect to Bidder's status regarding conflict of interest, Bidder shall promptly notify the Port in writing.
8. Bidder understands that any statement or representation it makes, in response to this ITB, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

9. Bidder certifies that neither it, nor any of its principals:
- (a) have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
 - (b) has been disqualified from bidding on or performing an Oregon Public Works contract;
 - (b) have within a three year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in this certification; and
 - (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Port will rely in entering into any contract with the Bidder. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Port may pursue available remedies including suspension, debarment, or termination of the contract.
10. Bidder certifies that it has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities.
11. Bidder certifies that it holds all required licenses to perform the full scope of work under the contract to be awarded.
12. Bidder certifies that it qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
13. If the contract awarded under this solicitation is greater than \$50,000, Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 thru ORS 279C.870 or 40 U.S.C. §§ 3141 to 3148.
14. If the contract awarded under this solicitation is subject to federal law, Contractor agrees to be bound by the Davis-Bacon Act, 40 U.S.C. §§ 3141 to 3148.
15. Bidder certifies that it has reviewed the sample contract attached to the ITB and, if selected for award, possesses the resources and technical capacity to comply with all terms and provisions and agrees to be bound thereby.
16. Bidder certifies that it has either i) not been a party to any litigation or arbitration within the last five (5) years in connection with the performance of a contract, or ii) if Bidder has been a party to such litigation or arbitration, has disclosed in its Bid documents sufficient detail including but not limited to how the matter was resolved to enable the Port to make the necessary Responsible Bidder determinations as part of this solicitation.
17. Bidder acknowledges these certifications are in addition to any certifications required under the Contract.



Authorized Signature

09/15/2026

Date

Gregory A. Morrill

(Printed Name and Title)

**Marine Contractor Services for West Marina & BY Haul Out Piers' Dredging
Bid Sheet**

Task Number	Task Description	Units	Unit Quantity	Unit Cost	Line Item Cost
1	Boatyard Haul Out Piers: Mobilization	LS (Lump Sum)	1	\$135,750.00	\$135,750.00
2	Boatyard Haul Out Piers: Dredging & Disposal	CY (cubic yards)	8,359	\$20.00	\$167,180.00
3	West Marina: Mobilization	LS	1	\$210,150.00	\$210,150.00
4	West Marina: Dredging & Disposal - DMMU 1	CY	24,923	\$18.00	\$448,614.00
5	West Marina: Dredging & Disposal - DMMU 2	CY	7,570	\$18.00	\$136,260.00
				Total Bid	\$1,097,954.00

Invitation to Bid (“ITB”)
 Port of Astoria
 Marine Contractor Services for
 Port of Astoria Dredging:
 West Basin Marina and Pier 3 Boatyard Haul-Out
 Addendum 3 – Selection Schedule

Marine Contractor Services for West Marina & BY Haul Out Piers Dredging	
Estimated Solicitation Schedule	
Task Item	Anticipated Completion Date
Draft & Issue ITB for Haul Out Piers Rehab	8/12/2026
Pre-Bid Meeting	8/26/2026
Solicitation Protest Deadline	9/2/2026
Question Deadline	9/8/2026
ITB Submission Deadline (Closing)	9/15/2026
Subcontractor Disclosure Deadline	9/15/2026
Bid Opening	9/15/2026
Issue Notice of Award	9/22/2026
Award Protest Deadline	9/29/2026
Port Commission Approval	10/6/2026
Execute Contract	10/20/2026

Invitation to Bid ("ITB")
Port of Astoria
Marine Contractor Services for
West Basin Marina and Pier 3 Boatyard Haul Out Piers Dredging

Addendum 4 - First-Tier Subcontractor Disclosure Form

BID CLOSING:

Date: 09/15/2026 Time: 2:30 P.M.

Prime Contractor Name: Bergerson Construction, Inc.

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

Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the below-specified information about that subcontract either in its Bid submission, or within two hours after Bid Closing.

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

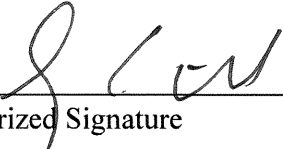
SUB-CONTRACTOR NAME	CATEGORY OF WORK	SUB-CONTRACT PRICE
<i>None</i>		

Invitation to Bid ("ITB")
Port of Astoria
Marine Contractor Services for
West Basin Marina and Pier 3 Boatyard Haul Out Piers Dredging
Addendum 5 – Acknowledgment of Supporting Documents

The undersigned hereby acknowledges that he or she has received, read, and thoroughly understands the following:

- i) all Supporting Documents itemized in Section 9 of the ITB, as amended, and reproduced below; and
- ii) if applicable, all amendments to the ITB.

Invitation to Bid - Supporting Documents Marine Contractor Services for West Marina & BY Haul Out Piers Dredging		
ITB Supporting Document	Appellation	Number
Certification Statement	Addendum	1
Bid Form	Addendum	2
Selection Schedule	Addendum	3
First-Tier Subcontractor Disclosure	Addendum	4
Acknowledgment of Supporting Docs	Addendum	5
Site Diagrams	Exhibit	1
Sample Form Contract	Exhibit	2
Permits	Exhibit	3
Sample Bond Form	Exhibit	4



Authorized Signature

Greg Morrill, President

Printed Name and Title

09/15/2026

Date

OREGON BID BOND

BOND NO. BID BOND

AMOUNT: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that Bergerson Construction, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut,

having its principal place of business at One Tower Square, Hartford, CT 06183

in the state of Connecticut

and authorized to do business in the State of Oregon, as SURETY,

are held and firmly bound unto Port of Astoria,

hereinafter called the OBLIGEE, in the sum of Ten Percent (10%) of the Total Amount Bid

----- DOLLARS (\$ ----- 10% -----),

for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for

[name of project] West Basin Marina and Pier 3 Boatyard Haul-Out

said Bid or Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid or Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within 10 days of such failure.

Signed and sealed this 15th day of September, 20 26

Bergerson Construction, Inc.

PRINCIPAL

By [Signature]

Title: Gregory A. Morrill, President

Travelers Casualty and Surety Company of America

SURETY

By [Signature]

Title: Nicholas A Fredrickson, Attorney-in-Fact





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

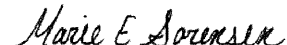
By: 
 Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **31st** day of **March**, **2031**




 Marie E. Sorensen, Notary Public

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

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

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

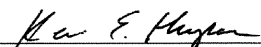
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **15** day of **SEPTEMBER**, **2026**




 Kevin E. Hughes, Assistant Secretary

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

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BIDDER INFORMATION AND CERTIFICATION SHEET

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including all attachments of whatever type.

OFFICIAL CONTACT: The Port requests that the Bidder designate one person as authorized to receive, on behalf of the Bidder, all communication from the Port of Astoria regarding the attached Bid. Identify the Contact name and fill in the information below. Please print clearly.

Legal Name of Bidder	Duwamish Services LLC
Address	7421 5th Avenue South
City, State, Zip	Seattle, WA 98108
State of Entity Registration	Washington
Entity Type	Limited Liability Company
Contact Name	Zachary Martin
Phone	(206)644-5088
Email	zachm@duwamishservices.com
OR Business Registry No. (if applicable)	189432496
Resident Bidder under ORS 279A.120? [yes or no]	No

By its submission of this Bid and authorized signature below, Bidder certifies to the following:

1. (a) Bidder grants permission to the Port of Astoria to contact the above-named person (Contact Name) to verify the information contained therein and for all other purposes in connection with the Bid.

(b) The information contained within the Bid is true and accurate.
2. (a) The Bid is the original work of the Bidder and has been developed independently, without consultation, communication or agreement with any employee, agent, or consultant to the Port.

(b) The Bid is the original work of the Bidder and has been developed independently, without consultation, communication or agreement with any other Bidder or other parties for the purpose of restricting competition or any other illicit purpose.

(c) No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.

(d) No relationship exists or will exist during the contract period between Bidder and the Port or any other State agency that interferes with fair competition or constitutes a conflict of interest.

3. (a) Bidder acknowledges receipt of any and all addenda, exhibits, or other attachments to this ITB, including any amendments thereto.
- (b) Bidder has read and understands the terms and conditions contained in the ITB documents and accepts and agrees to be bound by the terms and conditions of the ITB, including but not limited to the procedures, evaluation criteria, Firm Offer condition, and other requirements of this ITB.
- (c) If selected for award of the contract, Bidder agrees to negotiate a contract with the Port in good faith.
4. Bidder is not in violation of any tax laws of the state, or a political subdivision of the state, that applies to the Bidder or to the performance of the Contract, or any rules and regulations that implement or enforce those tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318. Bidder further certifies that it has been in compliance with such tax laws for at least six years in the past from the date of Closing.
5. (a) Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Bidder does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Bidder has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.
- (b) Bidder complies with ORS 652.220 regarding prohibition of discriminatory wage rates based on a protected class and prohibition of discrimination against employee who is complainant. If selected for award under this ITB, Bidder's continuing compliance with ORS 652.220 constitutes a material element of the contract entered into between Owner and Bidder and failure to comply constitutes a breach that entitles The Port to terminate the contract for cause.
6. Bidder and Bidder's employees, agents, and subcontractors are not included on:
- A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
- B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
7. Bidder certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Bidder, its employees, or its agents, on the one hand, and the business or economic interests of the Port, on the other hand, arising out of, or relating in any way to, the subject matter of the ITB. If any changes occur with respect to Bidder's status regarding conflict of interest, Bidder shall promptly notify the Port in writing.
8. Bidder understands that any statement or representation it makes, in response to this ITB, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

9. Bidder certifies that neither it, nor any of its principals:
- (a) have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
 - (b) has been disqualified from bidding on or performing an Oregon Public Works contract;
 - (b) have within a three year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in this certification; and
 - (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Port will rely in entering into any contract with the Bidder. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Port may pursue available remedies including suspension, debarment, or termination of the contract.
10. Bidder certifies that it has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities.
11. Bidder certifies that it holds all required licenses to perform the full scope of work under the contract to be awarded.
12. Bidder certifies that it qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
13. If the contract awarded under this solicitation is greater than \$50,000, Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 thru ORS 279C.870 or 40 U.S.C. §§ 3141 to 3148.
14. If the contract awarded under this solicitation is subject to federal law, Contractor agrees to be bound by the Davis-Bacon Act, 40 U.S.C. §§ 3141 to 3148.
15. Bidder certifies that it has reviewed the sample contract attached to the ITB and, if selected for award, possesses the resources and technical capacity to comply with all terms and provisions and agrees to be bound thereby.
16. Bidder certifies that it has either i) not been a party to any litigation or arbitration within the last five (5) years in connection with the performance of a contract, or ii) if Bidder has been a party to such litigation or arbitration, has disclosed in its Bid documents sufficient detail including but not limited to how the matter was resolved to enable the Port to make the necessary Responsible Bidder determinations as part of this solicitation.
17. Bidder acknowledges these certifications are in addition to any certifications required under the Contract.

Z. Martin

Authorized Signature

9/14/2026

Date

Zachary Martin - Managing Member
(Printed Name and Title)

**Marine Contractor Services for West Marina & BY Haul Out Piers' Dredging
Bid Sheet**

Task Number	Task Description	Units	Unit Quantity	Unit Cost	Line Item Cost
1	Boatyard Haul Out Piers: Mobilization	LS (Lump Sum)	1	\$195,000.00	\$195,000.00
2	Boatyard Haul Out Piers: Dredging & Disposal	CY (cubic yards)	8,359	\$25.00	\$208,975.00
3	West Marina: Mobilization	LS	1	\$545,950.00	\$545,950.00
4	West Marina: Dredging & Disposal - DMMU 1	CY	24,923	\$20.00	\$498,460.00
5	West Marina: Dredging & Disposal - DMMU 2	CY	7,570	\$20.00	\$151,400.00
Total Bid					\$1,599,785.00

OREGON BID BOND

BOND NO. Bid

AMOUNT: \$10% of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS, that Duwamish Services LLC

hereinafter called the PRINCIPAL, and Great Midwest Insurance Company

a corporation duly organized under the laws of the State of Texas,

having its principal place of business at 800 Gessner Road, Suite 600, Houston, TX 77024

in the state of Texas

and authorized to do business in the State of Oregon, as SURETY,

are held and firmly bound unto The Port of Astoria,

hereinafter called the OBLIGEE, in the sum of Ten Percent (10%) of Bid Amount

DOLLARS (\$ 10% of Bid Amount

),
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for

[name of project] Port of Astoria Dredging: West Basin Marina and Pier 3 Boatyard Haul-Out

said Bid or Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid or Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within 10 days of such failure.

Signed and sealed this 15th day of September, 2026

Duwamish Services LLC

PRINCIPAL

By [Signature]

Title: Managing Member

Great Midwest Insurance Company

SURETY

By [Signature]

Title: Christopher Kinyon, Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Michael S. Mansfield, Bryan Richard Ludwick, Tamara A. Ringelsen, Jacob T. Haddock, Brandon K. Bush, Lois F. Weathers, Lindsey Elaine Sissom, Sarah Whitaker, Donald Percell Shanklin Jr, Amelia G. Burrill, Sherri W. Hill, Lori J. Kelly, W.D. Morris Jr, James R. Cogdill, Christopher Kinyon, Terrie L. Conard, Brent E. Heilesen, Carley Espiritu, Aliceon A. Keltner, Jamie L. Marques, Marian C. Newman, Justin Dean Price, Alexa Manley, Eric A. Zimmerman, Travis J. Robles, Kari Michelle Motley, Julie A. Craker, Katharine J. Snider, Holli Lagerquist, Frank W. Hafner III, Alyssa J. Lopez, Sharree Sutherland, Celeste M. Van Vliet, Victoria Crist, Wesley V. Dasher III

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

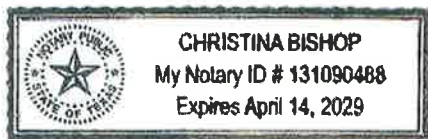


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 15th Day of September 2026



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Invitation to Bid (“ITB”)
Port of Astoria
Marine Contractor Services for
West Basin Marina and Pier 3 Boatyard Haul Out Piers Dredging

Addendum 4 - First-Tier Subcontractor Disclosure Form

BID CLOSING:

Date: 9/15/2026 Time: 2:30 PM

Prime Contractor Name: Duwamish Services LLC

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

Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the below-specified information about that subcontract either in its Bid submission, or within two hours after Bid Closing.

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

SUB-CONTRACTOR NAME	CATEGORY OF WORK	SUB-CONTRACT PRICE
Orion Marine Contractors, Inc.	Dredging- Boatyard Haul Out Pier	\$343,057.00
Northwest Hydro, Inc.	Hydrographic Surveying	\$37,144.00

Invitation to Bid ("ITB")
Port of Astoria
Marine Contractor Services for
West Basin Marina and Pier 3 Boatyard Haul Out Piers Dredging
Addendum 5 – Acknowledgment of Supporting Documents

The undersigned hereby acknowledges that he or she has received, read, and thoroughly understands the following:

- i) all Supporting Documents itemized in Section 9 of the ITB, as amended, and reproduced below; and
- ii) if applicable, all amendments to the ITB.

Invitation to Bid - Supporting Documents Marine Contractor Services for West Marina & BY Haul Out Piers Dredging		
ITB Supporting Document	Appellation	Number
Certification Statement	Addendum	1
Bid Form	Addendum	2
Selection Schedule	Addendum	3
First-Tier Subcontractor Disclosure	Addendum	4
Acknowledgment of Supporting Docs	Addendum	5
Site Diagrams	Exhibit	1
Sample Form Contract	Exhibit	2
Permits	Exhibit	3
Sample Bond Form	Exhibit	4



Authorized Signature

Zachary Martin - Managing Member

Printed Name and Title

9/11/2026.

Date



Duwamish Services, LLC
7421 5th Avenue South
Seattle, WA 98108
T: (206) 644.5088

September 14, 2026

Attn: Matt McGrath, Deputy Director
422 Gateway Ave, Suite 100
Astoria, OR 97103

Re: ITB West Basin Marina & Pier 3 Boatyard Haul-Out Project
Duwamish Services LLC Bid Submission

Mr. McGrath,

Duwamish Services LLC appreciates the opportunity to provide a proposal for the West Basin Marina & Pier 3 Boatyard Haul-Out Project. Below and attached is the supplemental bidder information which was requested as part of the ITB:

Project Team:

Duwamish Services LLC will provide an experienced management team and crew to complete the scope of work associated with the project. Resumes for our proposed Project Manager (Stewart Willis) and Superintendent (Tyler Southworth) have been attached which outline their years of experience, particular expertise, and previous work experience on projects relevant to the work requested under this ITB.

Project Experience:

Duwamish Services LLC has provided information for 3 representative projects to demonstrate our experience and illustrate our capacity to execute comparable project work.

Project 1:

Project Name: FY 25 Snohomish River Hydraulic Dredging
Client: U.S. Army Corps of Engineers
Contract Value: \$1,899,000
Location: Everett, WA
Period of Performance: November 2025- February 2026
Contact: Victor Ramos (victor.e.ramos@usace.army.mil, (206) 316-3892)

The scope of this project consisted of hydraulically dredging two regions of the Snohomish River to maintain the federal navigation channel. The marina channel (Station 65+00 to 78+00) was dredged to a depth of -15 MLLW with over dredge to -17 MLLW. The material

removed was placed on Jetty Island. In total, 38,985 CY of material was dredged from this region. The upper settling basin (Station 337+07 to 354+47) was dredged to a depth of -20 MLLW with over dredge to -22 MLLW. The material removed was placed at the City of Everett's Parcel "O". In total, 108,671 CY of material was dredged from this region.

Project 2:

Project Name: FY 25 Quillayute Maintenance Dredging

Client: U.S. Army Corps of Engineers

Contract Value: \$1,522,750

Location: La Push, WA

Period of Performance: June – October 2025

Contact: Victor Ramos (victor.e.amos@usace.army.mil, (206) 316-3892)

The FY 25 Quillayute Hydraulic Dredging Project consisted of the hydraulic dredging of approximately 38,000 CY of material from the Quillayute river and the adjacent small boat harbor via use of a 14" diameter cutterhead suction dredge. All dredged material was hydraulically transported and placed on the adjacent Quillayute Spit for beach nourishment.

Project 3:

Project Name: FY 23 Neah Bay Dredging

Client: U.S. Army Corps of Engineers

Contract Value: \$2,473,700

Location: Neah Bay, WA

Period of Performance: July 2023 – February 2024

Contact: Thomas Parsons (Thomas.j.parsons@usace.army.mil, (206) 316-3329)

The FY 23 Neah Bay Dredging Project was performed by the Duwamish-Pacific Joint Venture. Duwamish Services is the managing venturer and majority owner of the Duwamish-Pacific Joint Venture and are primarily responsible for the direct management and oversight of all joint venture contracts. Specifically, the FY 23 Neah Bay Dredging Project was 100% managed by Duwamish Services with the physical work being performed by a blended crew of both Joint Venture partners.

The scope of work for the FY 23 Neah Bay Dredging Project consisted of the hydraulic dredging of approximately 14,000 cubic yards of sand and gravel to deepen an existing harbor entrance navigation channel. Dredging occurred in native, undisturbed sediment to deepen the navigation channel to a depth of -21' MLLW; no maintenance dredging was performed. All sediments dredged from the navigation channel were beneficially re-used for beach nourishment, aiding shoreline rehabilitation and restoring and enhancing nearby intertidal clam habitats and forage fish spawning areas. Dredge sediments were hydraulically transported approximately 1,500' to 2,000' from the dredge area to the beach nourishment area via a 16" diameter HDPE pipe. The sediment was carefully deposited within the beach nourishment/habitat creation area with placement controlled by GPS to ensure necessary grades were achieved per contract conditions.

Project Schedule:

Duwamish Services LLC has attached a proposed project schedule illustrating our anticipated durations to complete all project work assuming a contract execution date and provision of notice to proceed on October 20, 2026.

Duwamish Services will fully complete all project dredging no later than February 28, 2027.

Project Cost:

Duwamish Services LLC has provided a completed Bid Form outlining the total cost associated with the work within this bid submission package.

Stewart Willis

Project Manager



Years of Experience

11

Education

B.S. Geology
Western Washington University

Licenses/Certifications

USACE Construction Quality
Management for Contractors

Certified Erosion & Sediment Control
Lead (CESCL)- Washington & Alaska

OSHA 30-hour Safety Certification

OSHA 40-hour HAZWOPER

First Aid/CPR

Mr. Willis has been responsible for on-site project management for many heavy civil marine construction projects throughout the Pacific Northwest and Alaska since 2015. He has a demonstrated ability to efficiently manage all aspects of complex, high priority projects while maintaining positive working relationships with all parties involved. His hands-on, in-the-field experience brings strong skills in contract administration, document control, change management, scheduling, estimating, safety, quality control, and environmental compliance to all his projects. In addition to his broad marine construction background, Mr. Willis has extensive experience in dredging operations, including both mechanical and hydraulic dredging. He has successfully managed many dredging projects, ensuring compliance with strict regulatory standards and environmental regulations.

Experience

FY 25 Everett Hydraulic Dredging USACE, Everett, WA - (\$1.9M)

2025-2026 The FY 25 Everett hydraulic dredging project consisted of the hydraulic dredging of approximately 190,000 CY of sediment. Dredge spoils were beneficially re-used as beach nourishment and placed within an uplands sand containment area for roadway use.

FY 25 Quillayute River Hydraulic Dredging USACE, La Push, WA- (\$1.18M) 2025

The FY 25 Quillayute River Hydraulic Dredging project consisted of the hydraulic dredging of approximately 38,000 CY of material via a 14" Cutterhead Suction Dredge. Dredge material was hydraulically transported and placed on the adjacent Quillayute Spit for beach nourishment.

USCG Base Honolulu WLB Mooring & Structural Upgrades Design-Build US Coast Guard, Honolulu, HI- (\$12.7M) 2024-Present

The WLB Mooring and Structural Upgrades project is an ongoing design-build project to expand the existing Wharf G at the USCG Base Honolulu to accommodate the mooring of additional WLB seagoing buoy tenders. Stewart is the project manager responsible for the management of design development, construction planning, permitting, and procurement. Construction will commence in summer 2026.

Cape Nome Jetty Repair Port of Nome, Nome, AK- (\$7.3M) 2025

The Cape Nome Jetty Repair project consisted of mechanical dredging and repairs to an existing jetty which was damaged in the 2022 Merbok Typhoon. Jetty revetment repairs consisted of the placement of various layers of armor rock up to 12 ton, the repair of an existing and damaged sheet pile cell, and dredging of rock within an existing barge berth basin to restore the jetty to its previous extents.

Terminal 91 Berths 6 & 8 Redevelopment Port of Seattle, Seattle, WA- (\$72.6M) 2024 The Terminal 91 project consisted of the demolition of the existing derelict Berths 6 & 8 and the full reconstruction of a new concrete-pile supported wharf. Project scope also included uplands building demolition, approximately 50,000 CY of mechanical dredging, slope armoring, deep soil mixing and the construction of new buildings. Stewart acted as Project Manager for all pre-construction efforts and the first year of project construction.

Port of Alaska Modernization Program: Petroleum and Cement Terminal, Phase 2 Port of Alaska, Anchorage, AK- (\$84M) 2021-2022 Stewart acted as Project Manager for the Phase 2 construction of the Petroleum and Cement Terminal at the Port of Alaska, leading the construction efforts through successful project completion of this complex and multi-disciplined project. Stewart's duties included the management of over \$30 million in subcontractor scopes of work as well as robust marine mammal monitoring and quality control programs. Project work included the installation of nine 12-foot diameter monopile dolphins, believed to be some of the largest full-length pile ever installed on the west coast of North America. Additional scopes of work included the construction of a fendering system, an operations building, a hose tower structure with 1,700 LF of 6 ea 12" diameter fuel lines, approximately 40,000 CY of mechanical dredging, removal and relocation of a floating dock, and landside utility work to extend municipal power and water systems to the terminal.

Port of Alaska POL #2 Cathodic Protection Anode Sled Replacement Municipality of Anchorage, Port of Alaska, Anchorage, AK – (\$1.75M) 2021 The project consisted of modification of an existing offshore impressed current cathodic protection system for the Port of Alaska. Work included the removal and full replacement of a failed anode sled to restore the cathodic protection system at the Port's POL #2 Terminal. Stewart acted as Project Manager successfully leading this project to completion on time and within budget.

White Rock Pier Reconstruction City of White Rock, White Rock, BC – (\$3.2M) 2019 Work involved the reconstruction of a 315-foot portion of the White Rock pier which was destroyed during a severe winter storm. The reconstructed sections consisted of a more resilient structural system consisting of steel pipe pile and precast concrete slabs with timber stringers, decking, handrail and bullrail, while maintaining a similar appearance to the original structure. Stewart managed the project from award to final completion, handling procurement, contract and financial administration, scheduling, and management of 3rd party environmental partners to ensure the protection of important local marine resources.

Georgetown Wet Weather Treatment Station - Outfall King County, Seattle, WA – (\$6.8M) 2017-2019 Stewart acted as project manager for this multi-season project, leading the onsite execution, quality control, safety, and environmental control aspects of the project. Scope of work included the installation of a 54" diameter outfall pipe through challenging conditions in a small work footprint underneath the 1st Avenue South bridge, necessitating the use of cofferdams and temporary trestle for access. Challenges included existing critical bridge infrastructure utility protection, contaminated soils, cofferdam dewatering and water treatment, differing site conditions, and compliance with complex regulatory permits and work restrictions.

Portage Cove Harbor Expansion Haines Borough, Haines, AK – (\$13.9M) 2017 Project work consisted of the mechanical dredging and disposal of over 120,000 CY of sediment and the installation of a steel pile supported wave barrier wall with 24" and 30" diameter SPIN FIN piles. Scope of work also included the installation of an 1,800 LF marine outfall pipe, the removal and reinstallation of a seaplane float, the extension of an existing USACE rubble mound breakwater, and the creation of a new uplands parking area. Despite the extremely challenging dredging conditions brought about by the presence of unanticipated glacial till within the dredge prism, the project was successfully completed on schedule.

Lower Duwamish Waterway Enhanced Natural Recovery/Activated Carbon Pilot Study for Contaminated Sediment Cleanup King County, Seattle, WA – (\$1.9M) 2016-2017 This project was a pilot study for the active placement of Enhanced Natural Recovery (ENR) and ENR + Activated Carbon (AC) materials to evaluate the effectiveness of AC compared to ENR alone as a remedial sediment cleanup action in 3 areas of the Lower Duwamish Waterway where sediments are contaminated with PCBs. ENR and ENR+AC materials were mechanically placed utilizing a barge-mounted excavator.

Chignik Public Dock AKDOT&PF, Chignik, AK – (\$12M) 2016 The project entailed the construction of a new public dock for the village of Chignik, Alaska. Work included the installation of a 54,000 square foot OPEN CELL dock structure consisting of approximately 935 sheet pile with associated fender systems, breasting and mooring dolphins, access catwalks and upland staging and access areas.

Mukilteo Ferry Terminal (Phase 1) Tank Farm Pier Demolition & Dredging Washington State Ferries, Mukilteo, WA – (\$8.2M) 2015-2017 This project was the first phase of the Mukilteo Ferry Terminal Project and consisted of the demolition of the existing Tank Farm Pier. The project removed 138,080 square feet of over-water timber pier, including approximately 3,900 creosote-treated piles. Innovative methods were developed and utilized to demolish the pier and associated fuel pipelines and infrastructure, accelerating the project and allowing completion within a single in-water work window. Following pier demolition, approximately 21,000 cubic yards was dredged to create access for the future ferry terminal construction.

Bellingham Cold Storage Maintenance Dredging Bellingham Cold Storage, Bellingham, WA – Various Years

Totem Lake Gateway Sheet Pile City of Kirkland, Totem Lake, WA – (\$1.1M) 2020

Pier 55.5 East Apron Replacement Martin Smith Inc., Seattle, WA – (\$0.75M) 2017

Ivar's Pier 54 Pier Repair Ivar's Real Estate Associates, LP, Seattle, WA – (\$1M) 2017

Wycoff/Eagle Harbor Subtidal Cap Repair US Army Corps of Engineers, Bainbridge, WA – (\$1.4M) 2017

Methow Boat Launch Maintenance Dredging Douglas County PUD, Pateros, WA – (\$627K) 2015

Pier 54 Piling and Apron Replacement Ivar's Inc., Seattle, WA - (\$7.7M) 2015

Tyler Southworth

Superintendent



Years of Experience

20

Licenses/Certifications

- NCCCO Crane Operator Certification
- USACE Quality Management for Contractors
- OSHA 30-hour Safety Certification
- First Aid/CPR

Tyler Southworth brings over 20 years of experience in the construction industry, with a career built on hands-on training and progression from journeyman operator to Superintendent. His deep field expertise enables him to lead all facets of project operations, including directing skilled tradespeople, coordinating with subcontractors, and supervising foreman, engineering staff and office personnel. Tyler is highly experienced in both mechanical and hydraulic dredging, having managed numerous dredging projects. His specialties also include heavy lift operations and rock drilling. Tyler's responsibilities encompass jobsite operations management, production tracking and reporting, site safety program implementation, hazard analysis, quality assurance, materials procurement, owner relations, and scheduling. Since 2008, Tyler has consistently performed safety and quality control duties across all his projects, demonstrating a strong commitment to operational excellence.

Experience:

FY 25 Everett Hydraulic Dredging, USACE, Everett, WA - \$1.9M

The FY 25 Everett Hydraulic Dredging project consisted of the hydraulic dredging of approximately 190,000 CY of sediment. Dredge spoils were beneficially re-used as beach nourishment and placed within an uplands sand containment area for reuse.

FY 25 Quillayute River Hydraulic Dredging, USACE, La Push, WA - \$1.18M

The FY 25 Quillayute River Hydraulic Dredging project consisted of the hydraulic dredging of approximately 46,000 CY of material via a 14" cutterhead suction dredge. Dredge material was hydraulically transported and placed on the adjacent Quillayute Spit for beach nourishment.

Cape Nome Jetty Repair, Port of Nome, Nome, AK - \$7.3M

The Cape Nome Jetty Repair project consisted of dredging and repairs to an existing jetty which was damaged in the 2022 Merbok Typhoon. The scope of work consisted of the placement of various layers of armor rock up to 12 ton, the repair of an existing and damaged sheet pile cell and dredging of rock within an existing barge berth basin to restore the jetty to its previous extents.

Maplewood Marine Restoration, Vancouver Fraser Port Authority, Maplewood, BC - \$13M

The Maplewood Marine Restoration Project (MMRP) is located on the north shore of Burrard Inlet, approx. 1.2 miles east of the Ironworkers Memorial Bridge. The Site lies within a large marine tidal area immediately south of a wildlife conservation area. The Work involves the infilling of the Northeast Basin with approx. 261,590 CY of imported sand fill material to create intertidal flat and shallow subtidal eelgrass habitats. A rock dyke and rock reefs will also be created in the Northeast Basin. The creation of these features requires the placement of approx. 17,637 tons of rock. Site access is entirely by water.

Portage Cove Harbor Expansion, Haines Borough, Haines Alaska – \$13.3M

Work involved the removal and reinstallation of a seaplane float, installation of rock for rubble mound breakwater including Class II thru IV Armor Rock, 16-in dia. wastewater outfall, dredging and disposal of more than 80,000 CY of sediment, installation of steel pile-supported wave barrier including 24-in dia. w/ sheet pile wave barrier pile, installation of 30-in dia. bearing pile and 30-in dia. SPIN FIN pile, and replacement of 16-in dia. moorage pile and installation of 12.75-in dia. transient float pile.

Cap Sante Marina M, N, and O Docks Maintenance Dredging, Port of Anacortes, WA – \$1.2M

Dredged approximately 17,000 cubic yards of material including offload, transportation, and upland disposal of contaminated sediments. Project also involved rehabilitation of an existing float. Repairs included timber waler and thru-rods on access floats (16' long) and main walk, replaced glulam waler and thru-rods on finger floats (26' long) including rub strips.

Chignik Public Dock, Alaska DOT & Public Facilities, Chignik, AK - \$12M

Removed and salvaged existing Class "B" armor rock along the existing fill area to modify the existing armor rock slope protection to enlarge the footprint including construction of new sections to accommodate installation of the 54,000 SF bulkhead dock structure with associated fender systems, access catwalk, upland staging and access areas, and other related features. Included breasting dolphin; mooring dolphin; each supported by 30-in pile, installation of an OPEN CELL SHEET PILE Bulkhead comprised of approx. (935) sheets and backfilled with 73,600 CY of material; concrete pads; face beam; 50-ton bollards; (5) fender systems along the dock face and (1) on the breasting dolphin, each requiring (2) steel pin piles; catwalk; and miscellaneous structural metals and composite materials. Dock structure supported by (20) 30-in steel pile.

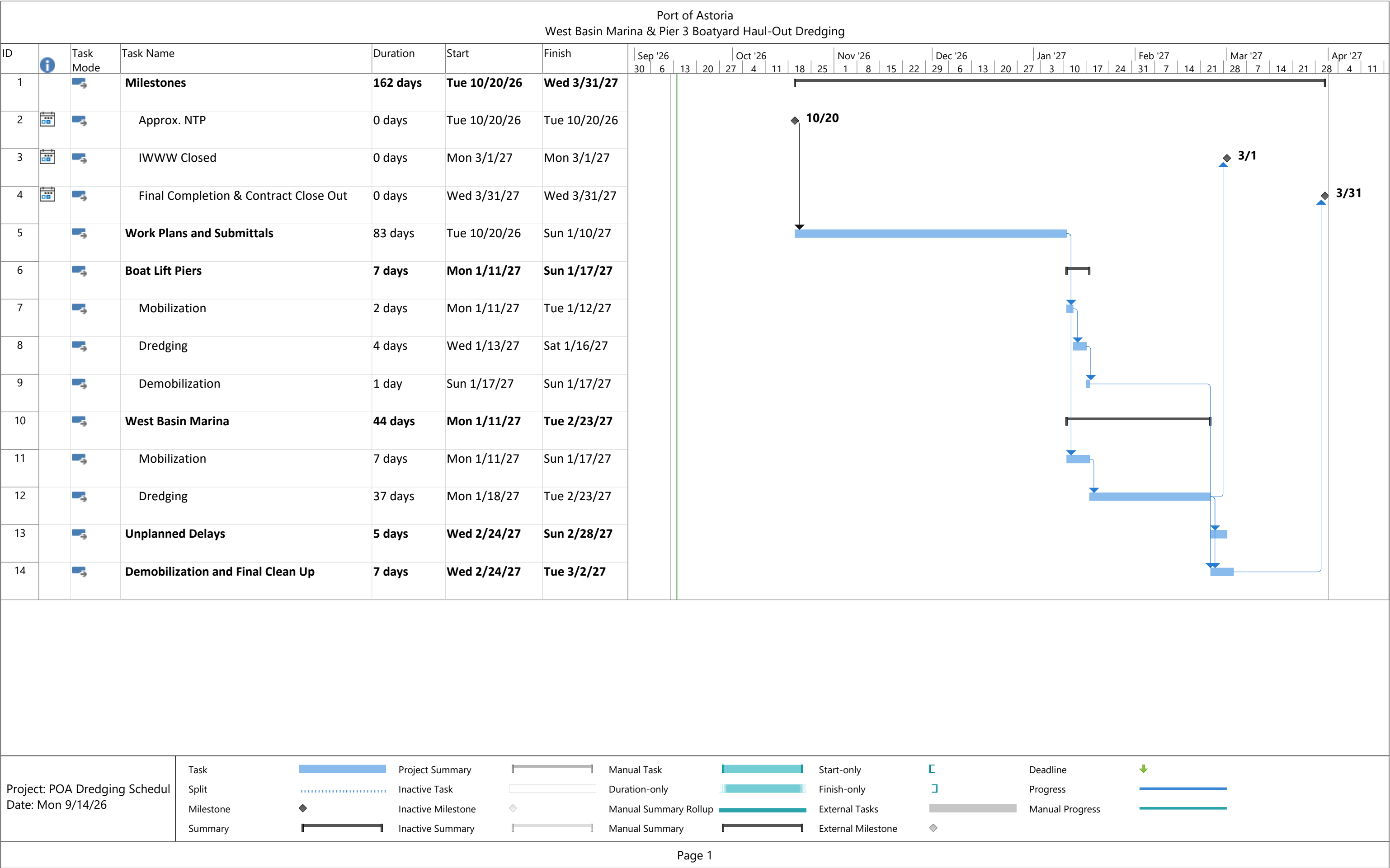
Mukilteo Ferry Terminal Phase 1 Tank Farm Demolition and Dredging, Washington State Ferries, Mukilteo, WA - \$8M

This project was the first step of the Mukilteo Multimodal Project to relocate the existing ferry terminal. This phase involved demolishing the former U.S. Department of Defense Fuel Supply Point Facility which included a large pier extending into Possession Sound. Construction was expected to take approx. two years with in-water work constrained by fish windows. 138,080 SF of over-water pier was removed containing approx. 3,900 creosote- treated piles. Removal of these piles represented approx. 4 percent of the remaining creosoted piles in the Puget Sound Region. An additional 7,716 tons of toxic creosoted timber was removed during demolition. Piles were removed with a vibratory hammer with disposal to a landfill in Eastern Washington. Project also involved dredging approx. 21,000 CY of sediment for the new ferry terminal alignment. Sediment was sampled and determined to be suitable for open-water disposal. Marine wildlife monitors were active throughout in-water works.

Bellingham Cold Storage Maintenance Dredging Bellingham Cold Storage, Bellingham, WA – Various Years

Wycoff/Eagle Harbor Subtidal Cap Repair US Army Corps of Engineers, Bainbridge, WA – (\$1.4M) 2017

Methow Boat Launch Maintenance Dredging Douglas County PUD, Pateros, WA – (\$627K) 2015



**CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

LICENSE NUMBER: 238741
EXPIRATION DATE: 12/16/2027
ENTITY TYPE: Limited Liability

**CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

DUWAMISH SERVICES LLC
7421 5TH AVE S
SEATTLE WA 98108



← ← ← ←
POCKET CARD
← ← ← ←

*fold and detach
along
perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

**STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

This document certifies that:

DUWAMISH SERVICES LLC
7421 5TH AVE S
SEATTLE WA 98108

is licensed in accordance with Oregon Law as
Commercial General Contractor Level 1



LICENSE NUMBER: 238741

EXPIRATION DATE: 12/16/2027

ENTITY TYPE: Limited Liability Company



PROJECT PROPOSAL Dixon Marine Services

Port of Astoria Dredging: West Basin Marina and Pier
3 Boatyard Haul-Out

Proposal# 260915

Section 1

Project Team and Resumes



DIXON MARINE SERVICES, INC.

Mark A. Sutton has 30 years of experience managing environmental remediation, wetland restoration and marine construction projects. Mr. Sutton has managed the remediation of sediments impacted with petroleum constituents, PAHs from manufactured gas plant waste and pesticides. He designed and constructed subaqueous sediment caps as engineering controls for remediation projects. Mr. Sutton has also managed wetland restoration projects throughout the west coast and western states of Montana, Idaho. He has also managed both mechanical and hydraulic dredging programs for navigation and restoration projects and has been involved with levee assessment & rehab as well as flow control structure construction. He has also designed and constructed long-term autonomous monitoring stations to track short and long-term effects of dredging impacted sediments on surrounding water bodies.

RELEVANT PROJECT EXPERIENCE

Over the last four construction seasons Mr. Sutton has taken on a Program Manager role for multiple projects, providing oversight on projects and interfacing with owners as needed. He was the Program Manager for the following projects: Chipps Island Restoration (All three Phases), Sonoma State Ponds Modernization, Lakeville Creek Restoration, Herons Head Shoreline Resilience, Ravenswood Tidal Earthwork, Sears Point Levee Adaptive Management, Yuba City Sediment Removal, and the Live Oak Boat Ramp Sediment and Invasive Species Removal.

Singh and Galleano Reservoir Dredging

Imperial Irrigation District

Brawley CA—Project Manager 2024-2025

Mark led the effort to hydraulically dredge 65,000 cubic yards of sediment from two clay lined reservoirs using a system of anchors on the edge of the reservoir and winches on the dredge to protect the liner. Dredge spoils were deposited in a series of ponds to allow rapid dewatering and future re-use of the material. This was the first maintenance dredging project the Irrigation District had completed during any of the staff's career, thus requiring additional engagement with the owner's representatives. Project was completed on time and on budget. **Contact:** Carmen McPhetridge, Project Manager-III, (760)482-3680, CCMcPhetridge@iid.com

Riverbend Park American River

The Water Forum

Sacramento, CA—Project Manager 2024

Mark was the project manager for the Lower American River Salmonid Habitat Enhancement Program, 2024 River Bend Project. The goal of this project was to create and rebuild salmonid habitat in the American River near the River Bend Park area in Sacramento, CA. The major work elements in the project were sorting/washing several thousand yards of cobble and spawning gravel, the creation of a gravel/cobblestone spawning riffle across the river, excavation of a new side channel, and the installation of large wood debris structures in the side channel to create juvenile salmonid habitat. DMS successfully completed the project ahead of schedule despite challenging access, restrictive work windows and environmental requirements, while running haul trucks across one of the busiest bike paths in California. Mark was instrumental in ensuring that project deadlines were met and keeping the project on track whenever challenges arose. **Contact:** Erica Bishop, Owner's Project Manager, (619)302-3708 ebishop@waterforum.org

MARK SUTTON

PROJECT MANAGER

EDUCATION

University of New Hampshire,
B.S. Hydrology 1981

TRAINING

- Hazardous Waste Operations Health and Safety Training, 40 hours (OSHA 1910.120),
- Hazardous Waste Emergency Response and Mitigation Training
- Manager and Supervisor Hazardous Waste Operations Health and Safety (OSHA 1910.120),

PUBLICATIONS

- In-Situ pore Water Sample Collection from Multiple Depth Intervals to Monitor Contaminant Bioavailability and/ or Cap Performance (L McWilliams and H Costa, Haley & Aldrich M Sutton and k Fox Dixon Marine Services Inc)
Castro Cove Sediment Remediation (with Paul Ryan EMC Richmond, Ian Austin PH.D URS Corp)
- Site Investigations and Containment Plan - Hydraulic Containment, Baird McGuire Site, Massachusetts (with D. MacIntire).
- Groundwater Remediation under the Massachusetts Contingency Plan, a Case Study of Ashland, Massachusetts (with P.K. Bunia and S.A. Haven)



DIXON MARINE SERVICES, INC.

DELTA POND DIFFUSER MAINTENANCE

SANTA ROSA CA—PROJECT MANAGER 2022

The project consisted of maintenance dredging around a diffuser valve array in Santa Rosa creek. Sediment adjacent to the array was removed via suction dredging with commercial divers and the sediment further from the array was dredged mechanically with an excavator. The site had multiple sensitive species, exceptionally stringent turbidity thresholds and a very narrow in-water work window. Mr. Sutton worked closely with environmental compliance team at WRA to complete the project on time and on budget.

Contact: Richela Maeda, P.E. City of Santa Rosa 707.328.1291 rmaeda@srcity.org

DECKER ISLAND WETLAND RESTORATION

RIO VISTA, CA - PROJECT MANAGER, 2018

Wetland restoration project for the Department of Water Resources. The project objective was to introduce tidal prism for greater tidal exchange by means of degrading levee elevations, breaching internal levees and land features within perimeter marsh to create more diverse habitat.

Contact: William Hicks DWR 916-651-1294 william.hicks@water.ca.gov

PROJECT MANAGER MANUFACTURED GAS PLANT (MGP) REMEDIATION INVESTIGATIONS

SAN FRANCISCO, CA - PROGRAM MANAGER (2017-2019)

Since 2016, Dixon Marine Services, Inc. has been contracting with Haley & Aldrich, to assist in their environmental sediment investigations for remedial design, at various MGP remediation project sites on the San Francisco waterfront. These projects have included: Hundreds of 24-foot sediment vibracore samples; Benthic porewater sampling in open water at a depth of over 25 feet; Various hydrographic surveys including Multibeam, Sweep & Sidescan; Sediment cap construction design reviews, Flow and sediment transport studies. Several constructability studies were performed for the Potrero Hill Power Plant site and the Pier 39 sediment remediation site as part to this contract. Contact: Nathan Lee - Project Manager Haley & Aldrich - 925.433.1200 nlee@haleyaldrich.com

PROJECT MANAGER BAIR ISLAND COMPLEX WETLAND RESTORATION

REDWOOD CITY, CA - PROJECT MANAGER (2008-2011)

Mr. Sutton was the project manager for wetland restorations of the Bair Island complex (Outer, Middle, and Inner) work consisted of the re-establishing historical channels, construction of flow control structures around the perimeter levee to modify the hydrology and flow regime within islands when the levees were breached.

Levee construction and primary and secondary channels construction within the island Levee breeches were accomplished using hydraulic and mechanical equipment. Two significant flow control structures were constructed across Corkscrew Slough and Smith slough to alter the flow characteristic of the tidal prism.

Changed site conditions were encountered on the Middle Bair flow control structure across Corkscrew slough, and the system was redesigned through a collaborative process. Contact: Duck Unlimited: Steve Carrol PE Project Manager 916-717-3094 scarroll@ducks.com

MOUNTAIN LAKE REMEDIATION

SAN FRANCISCO, CA - PROJECT MANAGER 2014

The lake sediment was contaminated with TPH and Lead by roadway run-off from the adjacent Hwy-1. DMS was contracted by the Presidio Trust to initially conduct a feasibility study to define the nature and extent of impacted sediments and to evaluate dredging & dewatering means and methods to achieve the desired clean up criteria for the sediments, and mitigations of the adjoining wetlands. DMS worked closely with both the scientists and managers at the Presidio Trust and the engineers at Kennedy Jenks Consultants. During this study, DMS collected and processed both discrete and composite samples from 55+ locations within the lake. These samples were used to develop alternative dredge prisms, evaluate polymer chemistry for dewatering operations as well as determine the nature and extent of contaminate distribution within the lake system. DMS developed cost models for hydraulically dredging the impacted sediments, constructing a material handling area to dewater and stabilize the sediments using Geotubes off-site disposal of sediment and a water treatment system to manage decant water and storm water,



DIXON MARINE SERVICES, INC.

Contact: Genevieve Coyle-The Presidio Trust 415-561-4293 | Engineer Rick Teczon Kennedy Jenks 925-960-8182

MARK SUTTON

PROJECT MANAGER

CASTRO COVE SEDIMENT REMEDIATION

RICHMOND, CA – PROJECT MANAGER (2007-2012)

In 2007, DMS hydraulically dredged 97,000 cubic yards of contaminated sediment from a 20-acre expanse of tidal wetland defined by 3,700ft. of sheet pile. Confirmation testing of residual exposed sediment did not meet regulated concentrations resulting in the design and construction of an in-situ engineered cap. DMS worked closely with Chevron and URS engineers, to design a two-layer sand and clay cap using the Reible chemical flux model. DMS and URS conducted a column study on 8" core samples to assess contaminant transportation potential for various cap scenarios. Cap was designed to include a 6-inch minimum thickness sand layer and an 18-inch minimum thickness clay layer (bay mud). The sand layer provides containment and isolation; the clay layer provides for benthic community and marsh restoration. The clay layer material came from beneficial reuse of sediment dredged from two nearby maintenance dredging projects. The project presented the design/build team with four major technical challenges:

1. Placement of reactive core mat over a 5-acre portion of the cove in standing water
2. Hydraulic placement of a thin sand layer over the undulating previously dredged surface without remobilizing residual contamination with a close looped system base 5,000 ft away.
3. Hydraulic placement of the clay layer (bay mud) over the sand layer from dredge site 8,000 ft away
4. Consolidation of clay layer before removal of protective sheet pile enclosure and protection during removal, ensuring that the engineered cap was not compromised by tidal or wave action.

Contact: Paul Ryan - Project Director 925-548-8900 pryan@chevron.com



DIXON MARINE SERVICES, INC.

Jonathan has been with Dixon Marine Services since March 2021. Bringing 25 years of Coast Guard experience including 13 years assigned to ships. He has expert knowledge of the maritime environment and a passion for protecting resources. Jonathan's transition to project management of wetland remediation was a natural path. Jonathan has a strong background in maritime environments and working in Bay Area Mud, allowing him to excel in sensitive marsh and wetland restoration projects.

RELEVANT PROJECT EXPERIENCE

CHIPPS ISLAND RESTORATION CM/GC (3 Phases of Work total cost of \$13.3M)

California Department of Water Resources (DWR)

PITTSBURG, CA – PRECONSTRUCTION SERVICES MANAGER & PROJECT MANAGER 2023-2025 (90% FTE)

Dixon Marine Services was the contractor for the first CMGC project by DWR. Project objectives addressed every part of the island's restoration such as restoring tidal hydrology to the Northern Parcel, preserving and enhancing the Western and Eastern Parcels by breaching levees in specified locations, and temporarily re-establishing the water elevation control. One key element of Phase 2B and 2C was to seal the levee system to allow the interior channels to be excavated outside of the in-water work window. The levee system temporary repairs were completed with both aquadams and sheet piling as there were significant logistic and permitting challenges on the island. Environmental objectives include creating tidal channels (to promote the exchange of water, nutrients, and sediment to sustain the marsh), managing invasive plant species, and revegetating native plant species. Lastly, the project involved removal of legacy infrastructure i.e. pilings, water control structures, and abandoned dwellings. DMS self-performed 95% of the work. **Responsibilities:** Jonathan was responsible for constructability reviews, developing bid items, cost estimating, negotiating CMGC pricing, and developing risk matrix during preconstruction of each phase. During construction, he managed all aspects of work, scheduling, equipment/materials delivery, progress payments, design conflicts, and client communications. Jonathan led the successful completion of Phase 2A and 2B both completed on time and Phase 2C completed a month early and under budget in December 2025. Contract value per phase: Phase 2A (\$1.3M), Phase 2B (\$3.6M), Phase 2C (\$8.4M). Phase 2B won an International Partnering Institute Project of the year award for work completed in 2024. **Contact:** Shaun Rohrer, DWR, Owner's Project Manager, (916)217-7666, Shaun.Rohrer@water.ca.gov

EDUCATION

USCG Academy

BS Civil Engineering 1996

University of Illinois

MS Civil Engineering 2001

TRAINING

Alaska Professional Engineer

#11506

100 Ton licensed Merchant Mariner

Construction Quality

Management for Contractors 2022

Ponds Modernization Project (\$2.8M)

Sonoma State University

Rohnert Park, CA: 2025, Project Manager (60% FTE)

Sediment accretion in two ponds in the center of the Sonoma State University campus required dredging to re-establish depths and firefighting water capacity. Ponds are home to endangered Western Pond Turtles, requiring significant coordination with environmental team. Hydraulic dredging was completed during the in-water work window with sediment pumped across campus to a field for future use on site. Other work included replacing pond aerator system and improving landscaping and habitat around ponds. **Contact:** Sean Pentecost, Sonoma State University, Owner's Project Manager, (707) 664-2099, pentecosts@sonoma.edu.

Lakeville Creek Restoration Project (\$924K)

Sonoma Land Trust

Sonoma County, CA: 2023, Project Manager, 80% FTE)

This project restored an eroding, incised reach of Lakeville Creek to a stable complex of valley floor wetlands and wet meadows. Work entailed precise grading throughout the project reach to replace the incised channel with a broad valley with no defined channel, revegetate with native perennial seed, install other erosion control elements, and install a wildlife-friendly livestock fence with gates and floodgates, a rocked wet crossing, and livestock water trough/tank. **Responsibilities:** Jonathan oversaw the project from bidding through project closeout, developed cost estimates, and drafted bid documents and schedule. He worked closely with designers after he discovered a significant (+30%) difference in the contract quantities and onsite conditions due to the design being based on an outdated drone survey. He managed project equipment and staffing to meet the narrow work window that had a substantial increase in volume of material to



DIXON MARINE SERVICES, INC.

PROJECT MANAGER

be removed. Grading at key areas was critical to meet the design, and several areas needed to be re-graded multiple times to save heritage trees while keeping flow paths ideal. Moreover, he drafted and reviewed all submittals and progress payments, negotiated change orders, resolved conflicts in the design, managed subcontractors, and completed the project on time. **Contact:** Julian Meisler Sonoma Land Trust, Baylands Program Manager, Owner's Project Manager (707)526-6930, julian@sonomalandtrust.org

HERONS HEAD SHORELINE RESILIENCE

Port of San Francisco

SAN FRANCISCO, CA – PROJECT MANAGER 2022 (90% FTE)

Located on the San Francisco waterfront, this project in a public park required allowing public access to much of the site during construction. Partnering with the owner and design team to overcome erosion, soft sediments and a narrow execution window. The project required more than 1400 trucks of aggregate to be delivered through narrow single lane park paths, over a wetland and on to the beach. Installation of five rock headlands and rock sills required careful coordination with rock suppliers and regulators to complete the low elevation work during the minimal daylight low tides during the project permit window. Permit restrictions had a maximum square foot impact to wetlands and a requirement to keep all equipment out of tidal waters. To overcome these two restrictions, he designed and implemented a gabion road system to minimize impact area and elevate access across existing wetlands used as primary project access, allowing materials to be brought to the site throughout all tidal stages. DMS precisely placed 60 oyster reef balls at desired elevation to ensure success. Project completed with final grading of the beach and installation of 20 log structures. Project was completed on time and on budget. Project Team won 2 awards for the partnering efforts and success on this challenging project. **Contact:** Erica Petersen PE, Port of San Francisco, Owner's Project Manager (415)819-1889, erica.petersen@sfport.com

RAVENSWOOD TIDAL WETLANDS

Ducks Unlimited

MENLO PARK, CA – PROJECT MANAGER 2022-23 (75% FTE)

This was the final phase of a project to restore former salt ponds as part of the Don Edwards National Wildlife Refuge. Work included levee repairs, dredging 5,300cy across the mudflat and excavating 8,300cy of pilot channels to promote flow in the restored wetland. The project occurred over two in water work seasons, the final stage of the project was lowering 1500 ft of levee to promote tidal flow during high tides and breaching the levee in a public ceremony with local media, politicians and other VIPS allowing flow at all tidal conditions. A multitude of mouse nests were encountered during the project which required close coordination with the refuge and regulators and flexible scheduling to ensure that on-site crews could continue working each day. Due to permit conditions, dredging was only allowed during daylight hours with tides greater than +3ft and excavating pilot channels in the center of the former salt marsh with an amphibious excavator placing material to enhance habitat. **Contact:** Colin Dudley PE, Ducks Unlimited, Project Engineer, (707)731-9919, cdudley@ducks.org

SEARS POINT LEVEE ADAPTIVE MANAGEMENT

Sonoma Land Trust

PETALUMA CA—PROJECT MANAGER 2021 (90% FTE)

6 years after the tidal flow had been restored to Sears Point, the interior levee was eroding due to wave action, especially during high tide events, jeopardizing the integrity of the flood control levee. Dixon Marine Services was chosen as the contractor to implement an adaptive strategy to implement several novel and experimental nature-based concepts to repair and strengthen the levee system. The original project construction was delayed for a year due to COVID and when Dixon Marine Services mobilized there had been significant erosion to the shoreline that required substantial changes to the project design while maintaining the original budget. During the course of the project a large fall storm struck the levee and clearly demonstrated what the most effective treatments were. Jonathan worked with the design team to implement the changes and resulted in a successful project in a narrow environmental window. Project was completed on time and on budget, shoreline treatments are being used as a model for other shoreline restoration projects. **Contact:** Julian Meisler Sonoma Land Trust, Baylands Program Manager, Owner's Project Manager (707)526-6930, julian@sonomalandtrust.org



JONATHAN MUSMAN, P.E.

PROJECT MANAGER

DIXON MARINE SERVICES, INC.

YUBA CITY BOAT RAMP SEDIMENT REMOVAL

Sutter Butte Flood Control Agency

MARYSVILLE, CA – PROJECT MANAGER 2021 (60% FTE)

Mr. Musman was the Project Manager for this dredging project at the confluence of the Feather and Yuba Rivers. With the loss of almost a month of the in water work window due to unforeseen permit delays due to COVID 19 and historically low river levels throughout the project, Mr. Musman partnered with the design team and owners to mitigate the impacts of the loss of time and achieve the project's desired goal of removing 60,000 cubic yards of material from the river and filling in the former wastewater treatment ponds. Mitigation strategies included revising the dredging template to account for changes in accretion and the number of logs in the dredge template and maximizing daylight work hours. **Contact:** Chris Fritz PE, Design Engineer, (209)304-1739, cfritz@rfengineeringinc.com

LIVE OAK SEDIMENT AND INVASIVE SPECIES REMOVAL

Sutter Butte Flood Control Agency

LIVE OAK, CA – PROJECT MANAGER 2021 (90% FTE)

Mr. Musman was the Project Manager for this challenging small project on the Feather River to remove over an acre of invasive primrose, primrose roots and mechanically dredge 5,000 cubic yards in the area near the boat ramp. Turbidity and escape of any primrose vegetation from the area were two concerns. A full depth curtain was placed in the Feather River, to allow vessel traffic to pass, while containing turbidity and capturing primrose to prevent further spread. Utilizing an amphibious excavator and track dumps Dixon Marine was able to minimize the impact to the public and quickly and efficiently complete the project. Project was completed on time and on budget. **Contact:** Chris Fritz PE, Design Engineer (209)304-1739, cfritz@rfengineeringinc.com

UNITED STATES COAST GUARD 1996-2021

Mr. Musman served on Active Duty in the United States Coast upon his graduation from the US Coast Guard Academy in 1996 until voluntary retirement in 2021. During these 25 years of service, he combined his Civil Engineering background with shipboard operations and was stationed between Alaska and California along the Pacific. He spent 13 years assigned to ships including 5 years as Commanding Officer of 2 ships. He was stationed at a civil engineering unit as a design engineer and construction manager for 3 years. Over the course of 7 years he was responsible for the oversight, management and maintenance of Coast Guard housing units at 3 separate locations. Additionally, he has been part of the Coast Guard's team writing requirements, evaluating submissions, and overseeing construction in the design build process. Safety and risk assessment were key principles throughout his time in the Coast Guard. As a senior officer on ships, he was directly responsible for the safety and risk assessment of all operations including launch/recovery of helicopters and boats to conduct missions in inclement weather conditions. During the 5 years he was stationed on Buoy tenders, managing heavy lifts and deck loading at sea while continually training new crew members.



DIXON MARINE SERVICES, INC.

SUPERINTENDENT/ESTIMATOR

KALLOCH FOX

Kalloch Fox has been employed in heavy construction for over 20 years with experience in earthwork, bridge and freeway construction, building construction, transportation of heavy equipment, crane work, dredging, wetland restoration, and environmental remediation. While with DMS Mr. Fox has served as Superintendent and SSHO for clients such as PG&E, Chevron EMC, Caltrans, DWR, and many other governmental and private entities. Kalloch is an expert vessel Captain and the leader of all vibracore investigation projects. He looks for innovative solutions to challenging site conditions and aspects of work.

TRAINING

- OSHA 40 Hour Hazwoper
- OSHA 30 Hour Construction
- OUPV Captains License – R/N 3073731
- Class A Driver's License
- Mobile Crane Certification
- PGE Safe 101
- First Aid & CPR

RELEVANT PROJECT EXPERIENCE

Ponds Modernization Project (\$2.8M)

Sonoma State University

Rohnert Park, CA: 2025, Project Manager / Superintendent (80% FTE)

Sediment accretion in two ponds in the center of the Sonoma State University campus required dredging to re-establish depths and firefighting water capacity. Ponds are home to endangered Western Pond Turtles, requiring significant coordination with environmental team. Hydraulic dredging was completed during the in-water work window with sediment pumped across campus to a field for future use on site. Other work included replacing pond aerator systems and improving landscaping and habitat around ponds. Kalloch worked closely with the owner's team to complete a variety of landscaping improvements and tree removal throughout the project area. **Contact:** Sean Pentecost, Sonoma State University, Owner's Project Manager, (707) 664-2099, pentecosts@sonoma.edu.

CHIPPS ISLAND RESTORATION CM/GC (3 Phases of Work total cost of \$13.3M)

California Department of Water Resources (DWR)

PITTSBURG, CA – PRECONSTRUCTION SERVICES ESTIMATOR & GENERAL SUPERINTENDENT 2023-2025 (60% FTE)

Dixon Marine Services, was the contractor for the first CMGC project by DWR. Project objectives addressed every part of the island's restoration including restoring tidal hydrology to the Northern Parcel, preserving and enhancing the Western and Eastern Parcels by breaching levees in specified locations, and temporarily reestablishing the water elevation control. One Key element of Phase 2B and 2C was to seal the levee system to allow the interior channels to be excavated outside of the in-water work window. The levee system temporary repairs were completed with both aquadams and sheet piling as there were significant logistic and permitting challenges on the island. Environmental objectives include creating tidal channels (to promote the exchange of water, nutrients, and sediment to sustain the marsh), managing invasive plant species, and revegetating native plant species. Lastly, the project involves removal of legacy infrastructure i.e. pilings, water control structures, and abandoned dwellings. DMS self-performed 95% of the work. Responsibilities: Kalloch was responsible for constructability reviews, developing bid items, cost estimating, negotiating CMGC pricing, and developing risk matrix during preconstruction of each phase. During construction, he managed & resolved equipment challenges, ensured the right staff were on the project and oversaw the installation and use of the excavator positioning systems. He was a critical member of the leadership team completing Phase 2A and 2B on time and Phase 2C completed a month early and under budget in December 2025. Contract value per phase: Phase 2A (\$1.3M), Phase 2B (\$3.6M), Phase 2C (\$8.4M). Phase 2B won an International Partnering Institute Project of the year award for work completed in 2024. **Contact:** Shaun Rohrer, DWR, Owner's Project Manager, (916)217-7666, Shaun.Rohrer@water.ca.gov

Singh and Galleano Reservoir Dredging

Imperial Irrigation District

Brawley CA—Superintendent 2024-2025

Kalloch was the on-site superintendent during the project to create dewatering ponds and then hydraulically dredge 65,000 cubic yards of sediment from two clay lined reservoirs using a system of anchors on the edge of the reservoir and winches on the dredge to protect the liner. Dredge spoils were deposited in a series of ponds to allow rapid dewatering and future re-use of the material. Kalloch worked closely with fabrication shop crew to design and build the custom anchoring system that allowed the dredge to effectively and efficiently dredge the ponds. Project

**DIXON MARINE SERVICES, INC.**

SUPERINTENDENT/ESTIMATOR

was completed on time and on budget. **Contact:** Carmen McPhetridge, Project Manager-III, (760)482-3680, CCMcPhetridge@iid.com

Lakeville Creek Restoration Project (\$924K)

Sonoma Land Trust

Sonoma County, CA: 2023, Superintendent, 100% FTE)

This project restored an eroding, incised reach of Lakeville Creek to a stable complex of valley floor wetlands and wet meadows. Work entailed precise grading throughout the project reach to replace the incised channel with a broad valley with no defined channel, revegetate with native perennial seed, install other erosion control elements, and install a wildlife-friendly livestock fence with gates and floodgates, a rocked wet crossing, and livestock water trough/tank. Responsibilities: Kalloch was the on-site superintendent throughout the project, working closely with the owner and engineer to ensure the project met all goals. After a significant (+30%) difference in the contract quantities was found he worked with the engineer's staff to mitigate the impacts of the onsite situation. Completed the project on time. **Contact:** Julian Meisler Sonoma Land Trust, Baylands Program Manager, Owner's Project Manager (707)526-6930, julian@sonomalandtrust.org

HERONS HEAD SHORELINE RESILIENCE*SAN FRANCISCO, CA—SUPERINTENDENT 2022*

Located on the San Francisco waterfront, this project in a public park required allowing public access to much of the site during construction. The project required more than 1400 trucks of aggregate be delivered through narrow park paths, over a wetland and on to the beach. Mr. Fox acted as superintendent and chief heavy equipment operator. Installation of 5 headlands and rock sills required careful coordination to complete the low elevation work during weekday, daylight low tides to meet all project and permit requirements. **Contact:** Erica Petersen P.E., Port of San Francisco, (415)819-1889, erica.petersen@sfport.com

RAVENSWOOD TIDAL WETLANDS*MENLO PARK, CA—SUPERINTENDENT 2022*

The Ravenswood Tidal Earthwork project consisted of several tasks aimed at improving wetland habitat conditions in the South Bay Salt Ponds. These tasks included vegetation removal, demolition of old water control structures, levee improvements, ditch block creating, and the excavation of tidal channels. Mr. Fox acted as superintendent for this project. He also installed the instrumentation hardware for machine control of the CAT 326 Amphibious Excavator. **Contact:** Colin Dudley PE, Ducks Unlimited, (707)731-9919, cdudley@ducks.org

DELTA POND DIFFUSER MAINTENANCE*SANTA ROSA, CA—SUPERINTENDENT 2022*

The Delta Pond Diffuser Maintenance project consisted of maintenance dredging on a set of diffuser valves in Santa Rosa Creek. The sediment that had previously built up directly around the valves was dredged via suction dredging with commercial divers, and the sediment further from the valves was dredged mechanically with an excavator. Mr. Fox acted as Superintendent and acted as Heavy Equipment operator for the mechanically dredged portion of the project. **Contact:** Richela Maeda, P.E., City of Santa Rosa, 707.328.1291, rmaeda@srcity.org

SEARS POINT LEVEE ADAPTIVE MANAGEMENT*PETALUMA CA—SUPERINTENDENT 2021*

Mr. Fox was instrumental in the early construction design changes with the Project Management staff. The original project construction was delayed for a year due to COVID and when DMS mobilized there had been significant erosion that required substantial changes. During the course of the project a large fall storm struck the levee and clearly demonstrated what the most effective treatments were. Kalloch was in daily communication with the designers as some of the new nature-based treatments were applied to the shoreline ensuring that they met the project goals. Project was completed on time and on budget, shoreline treatments are being used as a model for other shoreline restoration



DIXON MARINE SERVICES, INC.

SUPERINTENDENT/ESTIMATOR

projects. **Contact:** Julian Meisler Sonoma Land Trust, (707)526-6930, julian@sonomalandtrust.org

DECKER ISLAND WETLAND RESTORATION

Solano County CA. SUPERINTENDENT 2018

Mr. Fox acted as site Superintendent for this project. He managed a crew of 3 operators and 4 laborers to transform Decker Island from a managed levee site to an open tidal wetland fish sanctuary. The project entailed the enhancement of tidal exchange within a perimeter marsh by breaching levees along a 140-acre site. Monitoring on-site erosion and water quality, DMS executed channel excavations and the removal of control berms to enhance the flow lines within the marsh. Excavation efforts were done at low tide and low ground pressure equipment was used to mitigate wetland impact.

Contact: Paul Strusinski acting Chief Construction Branch Division of Engineering - DWR (916-425-1668)

GALLAGHER RANCH STREAMBANK STABILIZATION

Point Reyes Station CA, SUPERINTENDENT 2020

Dixon Marine Services was contracted by North Marin Water District to repair a section of bank on Lagunitas Creek that was threatening a bridge immediately downstream that the district uses in conjunction with their nearby drinking water well. The bank had eroded during subsequent floods creating a hazard to the bridge as well as a seasonal emergent wetland at the base of the slope. The project included installation of 96 logs, 24 helical anchors, and 500 live willow plantings with drip irrigation. Earthwork included 1400 yds³ of precise excavation with 850 yds³ of crib wall backfill and import of 420 tons of rock, rip rap and bedding material.



BAIR ISLAND COMPLEX WETLAND RESTORATION

SUPERINTENDENT

Outer, Middle, and Inner Bair Islands, located in South San Francisco Bay, are islands that were diked off for agriculture in the early 20th Century. DMS was tasked with re-introducing tidal exchange to create one of the largest Wetland Complexes in San Francisco Bay. The work spanned several years with Mr. Fox assuming the supervisory role for Middle and Inner Bair Islands. The work consisted of excavating pilot channels, working in extremely soft sediments to create refuge habitat structures, tidal breaches with rip-rap armoring and geotextiles, and ecotone levees.

Contact: Steve Carrol P.E. – Ducks Unlimited 916-717-3094 scarrol@ducks.org



Mr. Haran has over 15 years of experience in managing vibracore sediment sampling, automated water quality data collection and hydrographic survey projects. Mr. Haran has specialized in Hypack and Geographic Information Systems, enabling him to accurately collect, store, manage, analyze and visualize environmental field data. He is a well-respected survey technician and GIS specialist who is detail oriented while being able to see the big picture of project goals.

RELEVANT PROJECT EXPERIENCE

Ponds Modernization Project (\$2.8M)

Sonoma State University

Rohnert Park, CA: 2025, Survey Chief (60% FTE)

Jeff was involved from bidding to final closeout of this project. He conducted pre-dredge surveys of all the dredge areas, site surveys of disposal areas and worked with the project team to come up with the best locations for spoils storage and re-use. Jeff also conducted iterative aerial surveys of the project. Jeff was one of the key members of the project team that found a critical design error in the contract drawings that changed dredge volumes significantly. He also conducted post dredge surveys and volume calculations.

CHIPPS ISLAND RESTORATION CM/GC (3 Phases of Work total cost of \$13.3M)

California Department of Water Resources (DWR)

PITTSBURG, CA – Survey Chief 2023-2025 (60% FTE)

When DMS began the Chipps Island project for DWR very limited data was available both hydrographic data for the channels and landings or topographic data with regard to levee elevations. In the early phases of the Chipps Island project Jeff's work was absolutely critical to defining the challenges and the work restrictions. at Chipps Island. He was able to quickly gather and publish hydrographic survey data that was integral for the project to move forward. He also gathered topographic data that allowed the crew to focus limited resources on the levee's that required the most repair. Prior to Phase 2C his work was the definitive solution to volumes of cut and fill as the DWR surveyors' data was not available as the project required to move forward, greatly reducing project risk. Throughout the project Jeff conducted iterative aerial surveys and ensured that machine control systems were operating as required. He published the iterative aerial surveys through a web service that allowed the project team to make better informed decisions as the project progressed.

Riverbend Park American River

The Water Forum

Sacramento, CA—Survey Chief 2024 (100% FTE)

From bidding to as-builts and closeout Jeff was a key member of the project execution team for this project. He established control at the two locations of work. Conducted aerial surveys to generate stockpile volume analysis as DMS sorted gravel to meet the fish spawning requirements. He conducted in water topographic surveys as the spawning gravel was placed in the river ensuring DMS met the contract requirements. He completed multiple cut / fill analysis as new channels were excavated and ensured that machine control systems were calibrated and operating as required.

Singh and Galleano Reservoir Dredging

Imperial Irrigation District

Brawley CA—Survey Chief 2024-2025 (80% FTE)

Jeff conducted pre-dredge surveys to define actual sediments available to dredge resulting in a significant reduction in dredge volume prior to equipment mobilizing on site. He surveyed and designed the dredge effluent storage ponds. He ensured that dredge positioning system was calibrated and operating accurately, conducted

EDUCATION

San Francisco State University, B.S., Geography 2008

TRAINING

- OSHA 40 Hour Hazwoper
- OUPV Captains License – R/N 8483469
- California Boater Education Certificate
- PGE Safe 101
- First Aid & CPR
- Professional Development Certificate in GIS
- FAA Part 107 Remote Pilot License



DIXON MARINE SERVICES, INC.

JEFF HARAN

SURVEY & GIS SPECIALIST

interim and final hydrographic surveys of the dredge template and prepared as built drawings to close out the project.

HERONS HEAD SHORELINE RESILIENC

SURVEY CHIEF

Mr. Haran was involved in all major phases of this project. Project elements included Pre and Post topographic and bathymetric surveys, precise installation of 60 Oyster ball habitat structures, installation of 5 headlands and rock sills, import of over 12,000 cyd of beach gravel with grade control, and installation of 20 log structures. This project also included a 'mid- project redesign' of the project alignment and subsequent grade control which necessitated rapid data acquisition and 'on the fly' layout changes. **Contact:** Erica Petersen PE, Port of San Francisco, (415)819-1889, erica.petersen@sfport.com

RAVENSWOOD TIDAL WETLANDS

SURVEY CHIEF

The Ravenswood Tidal Earthwork project consisted of several tasks to prepare for breaching levees and creating wetland habitat conditions in the South Bay Salt Ponds. These tasks included vegetation removal, demolition of old water control structures, levee improvements, ditch block creating, and the excavation of tidal channels. Mr. Haran's involvement in this project was to establish site control, installation of heavy machinery control, conduct post dredge hydrographic surveys, land side staking, grade checking and drafting of survey deliverables.

Contact: Colin Dudley PE, Ducks Unlimited, (707)731-9919, cdudley@ducks.org

DELTA POND DIFFUSER MAINTENANCE

Santa Rosa, CA, SURVEY CHIEF

The Delta Pond Diffuser Maintenance project consisted of maintenance dredging on a set of diffuser valves in Santa Rosa Creek. The sediment built up directly around the valves was dredged via suction dredging and commercial divers, and the sediment further from the valves was dredged mechanically with an excavator. Mr. Haran's involvement with this project included a Pre-construction survey and sediment analysis in 2017, establishment of site control, pre and post construction surveys in 2022, volume calculations and drafting maps and datasets for final deliverables. **Contact:** Richela Maeda, P.E., City of Santa Rosa, 707.328.1291, rmaeda@srcity.org

PIER 39 REMEDIAL AREA BASELINE CONSTRUCTION SURVEY

PROJECT MANAGER

Mr. Haran acted as Project Manager for the baseline preconstruction survey of the Pier 39 remedial area FOR PG&E. In addition to the DMS survey crew, Mr. Haran managed 3 subcontracted firms for the acquisition and delivery of the following dataset: Multibeam, Sub-bottom, Magnetometer, LiDAR, GPR, Utility Locating, and 1,500 Georeferenced photos. He also managed the drafting of the CAD and GIS deliverable packages. **Contact:** Nathan Lee P.G., Haley & Aldrich, 925.949.1017, nlee@haleyaldrich.com

WEST COAST USCG CONDITIONAL BATHYMETRIC AND SIDESCAN SURVEYS

SENIOR HYDROGRAPHIC SURVEYOR

Mr. Haran acted as Senior Hydrographic Surveyor for 15 West Coast Bathymetric and Side Scan Sonar surveys of USCG stations. The purpose of the surveys was for Conditional assessment volumes for Dredge Permitting. Side Scan data was collected to ensure that no Eelgrass, obstructions or debris was present in proximity to the dredge template. **Contact:** Kelly Bayer, AECOM, 415.513.2859, kelly.bayer@aecom.com Naila Hosein, BB&E, 248.378.8081, nhosein@bbande.com



DIXON MARINE SERVICES, INC.

JEFF HARAN
SURVEY & GIS SPECIALIST

BAY BRIDGE IMPLOSION EELGRASS SURVEYS
SENIOR HYDROGRAPHIC SURVEYOR

Mr. Haran acted as Senior Hydrographic Surveyor for the 2017 Eelgrass monitoring assessment of beds impacted by the Bay Bridge Implosion events. Sidescan Imagery was analyzed in conjunction with Biosonics MX echosounder to determine Eelgrass coverage and Turion Density. **Contact:** Kelly Bayer, AECOM, 415.513.2859, kelly.bayer@aecom.com



DIXON MARINE SERVICES, INC.

Mr. Ryan has been with Dixon Marine Services since July 2022, following 2 years as a crew chief in the mining industry at a geophysical exploration firm. Prior to working in the mining industry, he worked as a Project Geologist at a geotechnical instrumentation firm in San Francisco, providing geotechnical monitoring services at various heavy civil construction projects throughout the Bay Area.

RELEVANT PROJECT EXPERIENCE

CHIPPS ISLAND RESTORATION CM/GC (3 Phases of Work total cost of \$13.3M)

California Department of Water Resources (DWR)

PITTSBURG, CA – Field Engineer 2023-2025 (100% FTE)

Dixon Marine Services was the contractor for the first CMGC project by DWR. Project objectives addressed every part of the island's restoration including restoring tidal hydrology to the Northern Parcel, preserving and enhancing the Western and Eastern Parcels by breaching levees in specified locations, and temporarily reestablishing the water elevation control. One Key element of Phase 2B and 2C was to seal the levee system to allow the interior channels to be excavated outside of the in-water work window. The levee system temporary repairs were completed with both aquadams and sheet piling as there were significant logistic and permitting challenges on the island. Environmental objectives included creating tidal channels (to promote the exchange of water, nutrients, and sediment to sustain the marsh), managing invasive plant species, and revegetating native plant species. Lastly, the project involves removal of legacy infrastructure i.e. pilings, water control structures, and abandoned dwellings. DMS self-performed 95% of the work. Responsibilities: Jack was responsible for constructability reviews, drafting submittals and cost estimating, during the preconstruction of each phase. During construction, he was on site daily to assist the superintendent, checked grade and laid out channel excavations and breach locations, and worked with DWR's inspectors to maintain accurate work reports for change orders. He was a critical member of the leadership team completing Phase 2A and 2B on time and Phase 2C completed a month early and under budget in December 2025. Contract value per phase: Phase 2A (\$1.3M), Phase 2B (\$3.6M), Phase 2C (\$8.4M). Phase 2B won an International Partnering Institute Project of the year award for work completed in 2024. Contact: Shaun Rohrer, DWR, Owner's Project Manager, (916)217-7666, Shaun.Rohrer@water.ca.gov

Riverbend Park American River

The Water Forum

Sacramento, CA—Field Engineer 2024 (100% FTE)

Jack was on site for the entirety of the project and oversaw all aspects of the project including mobilization, rock sorting/hauling, construction/excavation, and demobilization/restoration. As the field Engineer Jack was responsible for holding weekly meetings with the owner, communicating daily with subcontractors, the project manager, and field staff. Jack was responsible for grade checking, keeping the project on schedule, coordinating daily with subcontractors and field staff, and ensuring public safety while managing an active haul route through one of the busiest bike paths in California. One of the major work elements in this project was the creation of a gravel/cobblestone spawning riffle in the American River. Jack routinely surveyed the riffle during construction to ensure grade was being met, and rock was not placed outside of the riffle template. Contact: Erica Bishop, Owner's Project Manager, (619)302-3708 ebishop@waterforum.org

JACK RYAN G.I.T.

ENGINEERING GEOLOGIST

EDUCATION

University of California,
Davis, BS Geology 2017

TRAINING

OSHA 40 Hour Hazwoper

California Geologist in
Training G.I.T.

FAA Part 107 Remote Pilot
License

Construction Quality
Management for
Contractors July 2022



HERONS HEAD SHORELINE RESILIENCE

SAN FRANCISCO, CA - FIELD ENGINEER 2022 (100% FTE)

The purpose of the Herons' Head Shoreline Resilience project was to reinforce the eroding southern shoreline of Herons' Head Park through the installation of a gravel beach and several large rock groynes and headlands. There were multiple significant challenges on this project including but not limited to; narrow and windy access roads, limited low tide work windows, supplier delays, environmental restrictions etc... The most significant issue was the realignment of 2/3 of the gravel beach and rock structures. This was suggested by DMS after our surveyor noticed the shoreline had eroded much more than was shown in the plans, and to meet the project's goals, the beach would need to be shifted further inland. The Port of S.F. (Owner) agreed with DMS' suggestion and the design team realigned the beach. While waiting for an updated design surface, Mr. Ryan was successfully set grade on the fly, with outdated design surfaces.

Once our access roads and gabions were installed and we began placing beach gravel on the shoreline, it quickly became clear that there was a significant number of fines in the gravel as shown by plumes observed as the tide rose and interacted with the placed material. Additionally, the low perm sill material was a 50/50 mix of bay mud and beach gravel, which was required to be covered with gravel before the next high tide cycle. The language in the project specifications was very loose with regards to turbidity, and Mr. Ryan worked closely with the Port of San Francisco and their third-party construction management team to come up with a workable solution that minimized turbidity while keeping the project moving forward. Mr. Ryan and DMS' on-site operating engineers proposed a method of building two gravel berms with a trench in the middle, which would allow for low perm material to be placed as the tide rose, without turbidity intruding into the bay, or the adjacent wetland. The Port of S.F. accepted this method and DMS moved forward, greatly increasing our productivity, as well as decreasing the environmental impact from construction-related turbidity.

Another major challenge was the construction of the rock groynes and headlands. A combination of permit requirements as well as delays from our rock supplier forced DMS to construct the rock structures in very short tidal work windows. Construction operations were limited to daylight hours and weekdays only, and there was more than a month of delays from our rock supplier. The delays required Mr. Ryan to shift construction efforts to the gravel beach while waiting for rock deliveries, this also wasted many low tide work windows that could have been used to construct the groynes and headlands. To keep the project on track Mr. Ryan had the rock materials for each structure stockpiled on the beach. This approach allowed DMS to have the material immediately on hand when tides were low enough, allowing multiple rock structures to be built simultaneously in a matter of days.

Mr. Ryan was onsite every day during the life of the project, coordinating with DMS personnel, operators, and laborers, as well as onsite biologists and personnel from the Port of San Francisco. Mr. Ryan was responsible for scheduling daily operations, grade checking and surveying, running daily tailgate meetings etc... Mr. Ryan and DMS



DIXON MARINE SERVICES, INC.

JACK RYAN G.I.T.
ENGINEERING GEOLOGIST

worked collaboratively with the Port of S.F. and the design team to address issues as they arose, creating solutions that both enhanced the effectiveness of the project itself, as well as increased the efficiency of the overall construction.

Contact: Erica Petersen P.E., Port of San Francisco, (415)819-1889, erica.petersen@sfport.com

RAVENSWOOD TIDAL WETLANDS

MENLO PARK, CA - FIELD ENGINEER 2022

The Ravenswood Tidal Earthwork project consisted of several tasks aimed at improving wetland habitat conditions in the South Bay Salt Ponds. These tasks included vegetation removal, demolition of old water control structures, levee improvements, ditch block creating, and the excavation of tidal channels. Mr. Ryan's involvement in this project was mostly scheduling and planning, with limited time spent in the field doing grade checking and water quality monitoring.

Contact: Colin Dudley PE, Ducks Unlimited, (707)731-9919, cdudley@ducks.org

ZONGE INTERNATIONAL, INC.

RENO, NV - STAFF GEOPHYSICIST 2020-2022

Mr. Ryan was employed as a crew chief/staff geophysicist at Zonge International Inc. in Reno, Nevada from 2020 to 2022. In this role Mr. Ryan was responsible for managing the daily operations of field crews ranging in size from 3 to 9 people on geophysical exploration projects across the country. Projects were often in very remote areas with limited support and communications, requiring extensive planning and improvisation. Despite most projects posing significant hazards from weather, wildlife and terrain, Mr. Ryan recorded no significant safety incidents or injuries during his time as crew chief.

MUNICON WEST COAST, INC.

SAN FRANCISCO, CA - PROJECT GEOLOGIST 2017-2019

Upon Graduation from U.C. Davis in 2017 Mr. Ryan was employed as a Project Geologist for Municon West Coast from 2017-2019. Municon West Coast is a geotechnical engineering firm in San Francisco, CA that specializes in geotechnical instrumentation for heavy civil construction projects. In this role Mr. Ryan was responsible for all aspects of his projects including bidding, fieldwork and report writing. Mr. Ryan managed an average of 10 active projects at any given time, and through careful planning of equipment maintenance was able to ensure that on-site remote monitoring systems never lost power or client data.

UNITED STATES AIR FORCE

TRAVIS AFB, CA - AIRCRAFT ELECTRICAL AND ENVIRONMENTAL TECHNICIAN 2009-2015

Mr. Ryan served as an aircraft electrical and environmental technician in the United States Air Force from 2009-2015. Mr. Ryan's responsibilities in this role included the maintenance, troubleshooting and repair of all electrical and environmental systems on the C-5 Galaxy airframe. During his time as a maintainer Mr. Ryan received zero safety violations and passed all QA spot checks on his repairs and maintenance.

Nick Filomeo
Senior Leverman-Demo/Dredging

Dixon Marine Services, Inc.
An Oceanographic and Wetland Restoration Firm

QUALIFICATIONS

Nick Filomeo has over 25 years' experience in dredging and environmental remediation. He is a third-generation dredger who has been dredging since he was 13 years old. Nick has developed extensive dredging experience and knowledge, allowing him to manage any problems he encounters. He also has vast experience in Sediment Cap construction, Environmental Dredging, Wetland Restoration, transportation of heavy equipment, crane work, marine construction and demolition, and environmental remediation.

EXPERIENCE

Chippis Island Restoration CMGC

Mr Filomeo was the site superintendent for this project that included 250 acres of invasive vegetation removal and management over 3 years. He oversaw substantial over-water demolition of dock structures, piles, asbestos demolition, removal of buried obstructions and new tidal channel construction. Equipment mobilization to the island was completed entirely using barges and tugs, with daily crew changes via crew boats.

San Elijo Lagoon Restoration

Mr. Filomeo was a lead leverman on this project. The San Elijo Lagoon restoration was part of the Caltrans I-5 Dridge improvement. The equipment used on this project ranged from traditional earth moving equipment to amphibious excavators and hydraulic dredges DMS scope included dredging in excess of 200,000 cyds from the secondary and tertiary channels within the lagoon to restore the tidal exchange with int the estuary DMS employed its 10 in dredge, the John Devon and more that 6,000 ft of pipe. The project was performed on a 24 /6 basis to complete the project on time.

Decker Island

Mr. Filomeo was Superintendent for this wetland restoration project for the Department of Water Resources. The Project entailed the construction of landforms within a perimeter marsh that had formed on the southeast side of Decker Island. The object was to create additional habitat within the wetland at the same time creating a greater exchange of tidal water. The Project was completed ahead of schedule with recognition by the agency for DMS' attention to detail and fine workmanship.

Colorado Lagoon

Mr. Filomeo was the Lead Leverman for this Project, where 20,000 cyds of lead contaminated sediment was hydraulically dredged into a confined aquatic disposal site and capped with clean sediment. The Project required a significant turbidity control system in conjunction with a real-time water quality monitoring system to meet the compliance criteria. Mr. Filomeo was the Lead Leverman for the entire restoration project. This Project included the dredging of contaminated sediments and the precise placement of clean dredge spoils with 6" of vertical tolerance.

Mountain Lake Remediation

Mr. Filomeo assisted in performing a feasibility study to determine the type and extent of contamination within the Lake. DMS hydraulically dredged approximately 17,500 cyds of contaminated sediment from Mountain Lake, which was subsequently dewatered using Geotubes and disposed of offsite.

Nathan Mason
Senior Leverman-Dredging/Capping



Dixon Marine Services, Inc.
An Oceanographic and Wetland Restoration Firm

QUALIFICATIONS

Nathan Mason has been employed in heavy construction for over 20 years with experience in Sediment Cap construction, Environmental Dredging, Wetland Restoration, transportation of heavy equipment, crane work, marine construction and demolition, and environmental remediation. While with DMS, Mr. Mason has performed sediment remediation projects in Ridgefield WA, Long Beach CA, Seaplane Lagoon, and the Chevron Richmond Refinery. He has also conducted Vibracore sediment sampling on a variety of other completed projects. He is HAZWOPER trained and certified.

EXPERIENCE

Heron's Head Shoreline Resilience

Mr. Mason was the Superintendent for this challenging project along the San Francisco waterfront to place almost 12,000 cubic yards of beach gravel and build 5 rock structures to protect the shoreline from erosion. The project had narrow access through a city park, across a wetland and onto a beach of soft bay mud. Despite all of the challenges the project was completed on time, on budget and won an award for the partnering between the design team, owner and contractor.

San Elijo Lagoon Restoration

Mr. Mason was a lead leverman on this project. The San Elijo Lagoon restoration was part of the Caltrans I-5 Bridge improvement. The equipment used on this project ranged from traditional earth moving equipment to amphibious excavators and hydraulic dredges. DMS scope included dredging in excess of 200,000 cyds from the secondary and tertiary channels within the lagoon to restore the tidal exchange with the estuary. DMS employed its 10 in dredge, the John Devon and more than 6,000 ft of pipe. The project was performed on a 24 /6 basis to complete the project on time.

Colorado Lagoon

Mr. Mason was the Placement Barge Operator for the entire restoration project. This project included the dredging of contaminated sediments and the precise placement of clean dredge spoils with 6" of vertical tolerance. A subaqueous cap was constructed from dredge material and planted with eel grass to stabilize the cap.

Columbia Slough Carbon Amendment Pilot Study

Mr. Mason was the SediMite placement operator for the Pilot Study. This effort included the placement of two carbon amendment types (Aquagate and SediMite) over a half-acre plot. Application methods included the use of RTK GPS positioning on a Telescopic Conveyor belt for precise placement tracking and the use of a blower truck for SediMite placement.

Lake River Sediment Remediation

Mr. Mason was the Dredge Captain and Specialty Operator for the entire Remediation effort. This effort included the installation and startup of the water treatment system, precision dredging, ENR sand (cap) placement, fish mix aggregate placement and final terrestrial capping of the Material Handling Area (MHA).

Castro Cove Sediment Remediation Project

Mr. Mason was the Hydraulic Excavator Operator and Booster Pump Operator for the entire project. Sand from the Pinole shoals was being transported to a nearby yacht harbor, where it was off-loaded and pumped through a pipeline into the cove for placement.

Section 2

Project Experience

Project Name: Sonoma State University Ponds Modernization Project

Location: Rohnert Park, CA

Owner: Sonoma State University

Owner Contact: Sean Pentacost (707-889-1775)

Original Contract Value: \$3,182,363

Total Contract Value (including change Orders): \$2,857,149.18

Date of Completion: 06/19/2023

Description:

This project involved maintenance dredging of two pond located on campus. 6,000 cubic yards was contracted, yet an error in the design resulted in a reduced dredging volume of approximately 2,000 cubic yards. DMS used a barge mounted excavator equipped with a Dragflow 8-inch slurry pump. Dredge slurry was transported via pipeline, routed across campus to a material handling cell. Dredged sediment was dewatered using Geotubes.

Project Name: Bel Marin Keys Maintenance Dredging

Location: Novato, CA

Owner: Bel Marin Keys HOA

Owner Contact: Erik Adelman, PE (805-884-8074)

Architect or Engineer: Filippin Engineering

Architect or Engineer (name and current phone number): Kelly Wheeler, PE (805-448-5619)

Original Contract Value: \$

Total Contract Value (including change Orders): \$

Original Scheduled Completion Date: 06/19/2023

Time Extensions Granted (number of days): None

Actual Date of Completion: 06/19/2023

Description:

This Project involved maintenance dredging of the lagoon at Bel Marin Keys, in Novato, CA. DMS employed a 10-inch hydraulic cutter-suction dredge and a barge mounted booster pump to deliver dredge slurry to a disposal pond, located approximately 7500 feet away.

Project Manager-Mark Sutton.

Estimator-Jonathan Musman, Jack Ryan, and Kalloch Fox

Survey-Jeff Haran

Superintendent-Kalloch Fox and Nathan Mason

Foreman/Leverman-Nick Filomeo and Nathan Mason

Project Name: Carpinteria Salt Marsh Emergency Dredging Project

Location: Carpinteria CA

Owner: Santa Barbara County Flood Control & Water Conservation District and Water Agency

Owner Contact: Erik Adelman, PE (805-884-8074)

Architect or Engineer: Filippin Engineering

Architect or Engineer (name and current phone number): Kelly Wheeler, PE (805-448-5619)

Original Contract Value: \$3,175,961

Total Contract Value (including change Orders): \$3,175,961

Original Scheduled Completion Date: 06/19/2023

Time Extensions Granted (number of days): None

Actual Date of Completion: 06/19/2023

Description:

The Project generally consists of emergency dredging of deposited sediment from the Carpinteria Salt Marsh within both the Santa Monica and Franklin Creeks. A total of 69,200 cyds were dredged hydraulically with two dredges (8-inch and 10-inch) on a 24/7 basis and sediment was discharged to the ocean for beach replacement.

Project Manager-Mark Sutton.

Estimator-Jonathan Musman

Field Engineers-Jeff Haran and Jack Ryan

Superintendent-Kalloch Fox

Foreman/Leverman-Nick Filomeo and Nathan Mason

Project Name: Yuba City Boat Ramp Sediment Removal

Location: Yuba City, CA

Owner: Sutter Butte Flood control Agency

Owner Contact: Chris Fritz, PE (916-608-2212)

Architect or Engineer: Chris Fritz, PE

Architect or Engineer (name and current phone number): Chris Fritz, PE (209-304-1739)

Original Contract Value: \$1,957,776.23

Total Contract Value (including change Orders): \$1,900,277

Original Scheduled Completion Date: 10/30/2021

Time Extensions Granted (number of days): None

Actual Date of Completion: 10/28/2021

Description:

This Project entailed dredging, dewatering and disposal of sediment at the confluence of the Feather and Yuba Rivers near the Yuba City Boat Launch Facility. 60,000 cyds were dredged with a 10-inch Dredge supported by a 326 Amphibious Excavator. Sediment was pumped into the former wastewater pond owned by the City of Marysville, CA. a booster pump was employed to pump the slurry into the ponds that were 60 feet above the river surface. The amphibious excavator was used to remove large wood debris that was in the dredge template. The project was performed on 7 days /12 hours working schedule.

Project Manager-Jonathan Musman

Survey and Estimating-Jeff Haran

Superintendent-Kalloch Fox

Foreman/Leverman-Nick Filomeo and Nathan Mason

Project Name: 14 Mile Slough Sediment Removal

Location: Stockton, CA

Owner: Reclamation District 1608 Lincoln Village West

Owner Contact: Jeff Muller, PE (209-949-0628)

Architect or Engineer: Jeff Muller, PE (209-949-0628)

Architect or Engineer (name and current phone number): Jeff Muller, PE (209-949-0628)

Original Contract Value: \$1,391,041.76

Total Contract Value (including change Orders): \$2,214,240

Original Scheduled Completion Date: 12/01/2020

Time Extensions Granted (number of days): 17

Actual Date of Completion: 12/18/2020

Description:

14-Mile Slough is a tidally influenced slough located approximately four miles northwest of The Port of Stockton, in Stockton California. The slough is approximately 5450 feet in length and is part of the greater Sacramento-San Joaquin River Delta system. The work involved furnishing all materials, equipment, labor, supervision, and quality control procedures necessary to dredge, transport, and dispose of sediments within the limits of 14-Mile Slough to the identified disposal site. The \$2.2 million project consisted of maintenance dredging approximately 82,000 cubic yards of sediment to

an elevation of -6 feet NAVD88 within a four-month work window. The sediment was hydraulically pumped, using two booster pumps, a maximum distance of 19,000 feet to the disposal area. Along the pipeline route, three levees were crossed, and the pipeline was submerged at two locations to allow vessel traffic to continue during work operations.

Project Manager-Mark Sutton.

Survey and Estimating-Jeff Haran

Superintendent-Kalloch Fox

Foreman/Leverman-Nick Filomeo and Nathan Mason

Project Name: San Elijo Lagoon Restoration Dredging – Interstate 5 North Coast Corridor

Location: Cardiff, CA

Owner: State of California Department of Transportation

Owner Contact: Marathon Construction, John Ruth (619-962-1480)

Architect or Engineer: Moffat & Nichol

Architect or Engineer (name and current phone number): Alan Acorn (619-220-6050)

Original Contract Value: \$5,391,793.36

Total Contract Value (including change Orders): \$5,550,075.84

Original Scheduled Completion Date: 06/30/2019

Time Extensions Granted (number of days): None

Actual Date of Completion: 06/30/2019

Description:

Dixon Marine Services, Inc (DMS) was part of a team involved in the restoration of the San Elijo Lagoon as part of the Interstate 5 Bridge improvement. DMS's scope was to dredge in excess of 200,000 cyds from the secondary and tertiary channels within the lagoon to reintroduce the tidal prism to the lagoon. DMS employed a 10-inch hydraulic dredge and more than 6,000 ft of pipeline to transport the material to a disposal pond. DMS staff worked 24 hours per day, six days per week to complete the project in the designated time frame.

Project Manager-Mark Sutton.

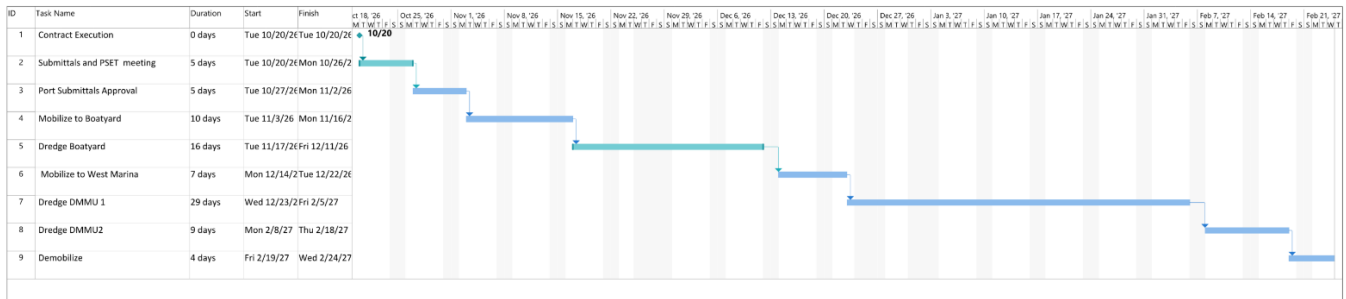
Survey and Estimating-Jeff Haran

Superintendent-Kalloch Fox

Foreman/Leverman-Nick Filomeo and Nathan Mason

Section 3

Project Schedule



Dixon Marine Services Inc. is currently dredging for the Army Corps of Engineers at the Port of Garibaldi conducting ebb tide only flowlane disposal. Our crews and management are familiar with this work and the turbidity monitoring requirements. We have planned to work 6 days each week. The dredging for the Boat Yard Haulout will be started with a crane from the beach suspending our HY85 Dragflow pump feeding a booster pump on a barge to the flowlane disposal site. When the beachside crane has dredged to the limits of its reach, Dixon Marine will mount the pump to a long reach excavator on a barge and finish the Boat Yard dredging. Once finished at that site Dixon Marine will move the equipment and pipeline to dredge DMMU 1 and then DMMU 2 with the pump mounted to the excavator on a barge. For DMMU 1 and DMMU 2 Dixon Marine Services intends to use our large HY300 Dragflow pump to dredge the West Basin. Dixon Marine Services assumes that all material will be eligible for flow lane disposal. Final demobilization is currently scheduled for the 24th of February.

Section 4 Project Cost

Marine Contractor Services for West Marina & BY Haul Out Piers' Dredging Bid Sheet					
Task Number	Task Description	Units	Unit Quantity	Unit Cost	Line Item Cost
1	Boatyard Haul Out Piers: Mobilization	LS (Lump Sum)	1	\$336,789.00	\$336,789.00
2	Boatyard Haul Out Piers: Dredging & Disposal	CY (cubic yards)	8,359	\$33.43	\$279,441.37
3	West Marina: Mobilization	LS	1	\$82,591.00	\$82,591.00
4	West Marina: Dredging & Disposal - DMMU 1	CY	24,923	\$20.47	\$510,173.81
5	West Marina: Dredging & Disposal - DMMU 2	CY	7,570	\$20.47	\$154,957.90
Total Bid					\$1,363,953.08

Section 5 Licenses

BUSINESS LICENSE

COUNTY OF MARIN

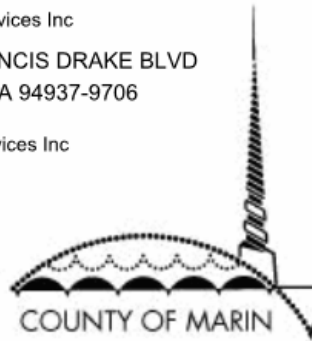
Issuance of this license does not grant compliance with any other state law or county ordinance.

TO BE POSTED IN A CONSPICUOUS PLACE

BUSINESS NAME: Dixon Marine Services Inc
BUSINESS LOCATION: 12786 SIR FRANCIS DRAKE BLVD
INVERNESS, CA 94937-9706
BUSINESS OWNER: Dixon Marine Services Inc

BUSINESS LICENSE NUMBER: 020418
FISCAL YEAR: 7/1/2024 to 6/30/2025
BUSINESS DESCRIPTION: Marine Services

REBECCA DIXON
DIXON MARINE SERVICES INC
PO BOX 424
INVERNESS, CA 94937-0424



Business Rate Type: B
Effective Date: July 01, 2024
Expiration Date: June 30, 2025

Department of Finance

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to:
<https://www.dca.ca.gov/publications/>

NOT TRANSFERABLE

CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE

LICENSE NUMBER: 211721
EXPIRATION DATE: 08/17/2028
ENTITY TYPE: Corporation

CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE

DIXON MARINE SERVICES INC
PO BOX 424
INVERNESS CA 94937

POCKET CARD

fold and detach
along
perforation

LICENSE CARD

STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE

This document certifies that:

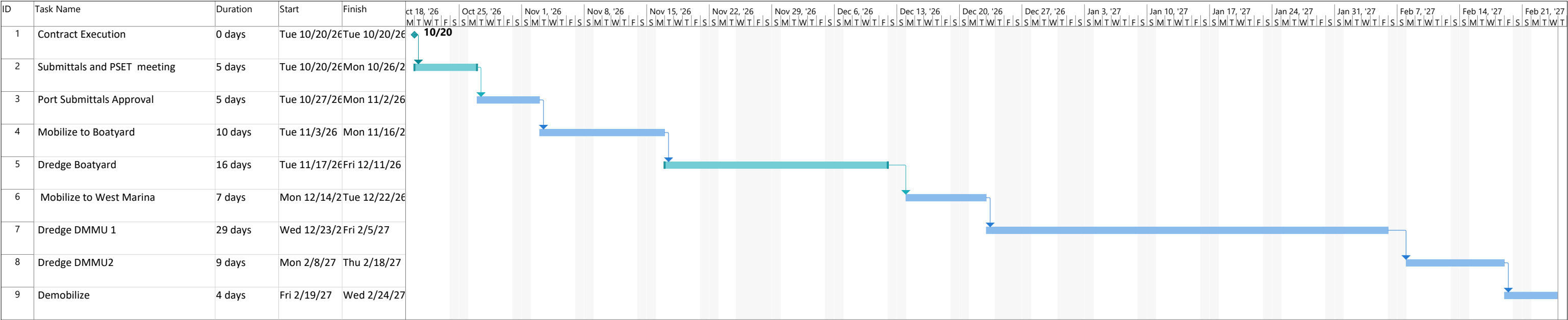
DIXON MARINE SERVICES INC
PO BOX 424
INVERNESS CA 94937

is licensed in accordance with Oregon Law as
Commercial General Contractor Level 2

LICENSE NUMBER: 211721

EXPIRATION DATE: 08/17/2028

ENTITY TYPE: Corporation



OREGON BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL PERSONS BY THESE PRESENTS, that Dixon Marine Services, Inc.

hereinafter called the PRINCIPAL, and Fidelity and Deposit Company of Maryland

a corporation duly organized under the laws of the State of Illinois,

having its principal place of business at 1299 Zurich Way, Schaumburg, IL 60196

in the state of Illinois

and authorized to do business in the State of Oregon, as SURETY,

are held and firmly bound unto Port of Astoria,

hereinafter called the OBLIGEE, in the sum of Ten percent of the total amount bid

DOLLARS (\$ 10% of the total amount bid),

for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for

[name of project] Marine Contractor Services for Port of Astoria Dredging West Basin Marina and Pier 3 Boatyard Haul-Out

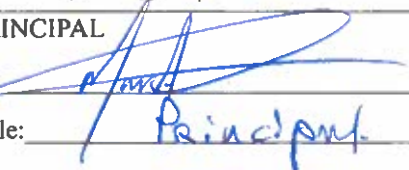
said Bid or Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid or Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within 10 days of such failure.

Signed and sealed this 14th day of September, 2026

Dixon Marine Services, Inc.

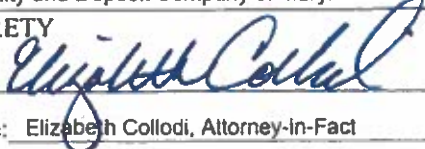
PRINCIPAL

By 

Title: Principal

Fidelity and Deposit Company of Maryland

SURETY

By 

Title: Elizabeth Collodi, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

On September 14, 2026 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John HOPKINS, Sara WALLISER, Elizabeth COLLODI, Sharon SMITH, Jessica MONLUX, Elizabeth COLLODI, John WEBER, Deanna QUINTERO, Mindy WHITEHOUSE, Matthew FOSTER, Samantha WATKINS, Steven L. WILLIAMS, Jennifer LAKMANN, Brad ESPINOSA, Breanna BOATRIGHT, Kathleen LE, Cassandra MEDINA, Quentin THOMAS, Samantha NAAKE of Chico, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of July, A.D. 2026.



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

Thomas O. McClellan
By: Thomas O. McClellan
Vice President

Daniel Lutes

By: Daniel Lutes
Secretary

**State of Maryland
County of Baltimore**

On this 2nd day of July, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Thomas O. McClellan, Vice President and Daniel Lutes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison
Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of September, 2026.



MJ Pethick

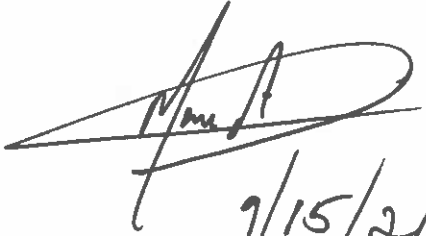
Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

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

Marine Contractor Services for West Marina & BY Haul Out Piers' Dredging Bid Sheet					
Task Number	Task Description	Units	Unit Quantity	Unit Cost	Line Item Cost
1	Boatyard Haul Out Piers: Mobilization	LS (Lump Sum)	1	\$336,789.00	\$336,789.00
2	Boatyard Haul Out Piers: Dredging & Disposal	CY (cubic yards)	8,359	\$33.43	\$279,441.37
3	West Marina: Mobilization	LS	1	\$82,591.00	\$82,591.00
4	West Marina: Dredging & Disposal - OMMU 1	CY	24,923	\$20.47	\$510,173.81
5	West Marina: Dredging & Disposal - OMMU 2	CY	7,570	\$20.47	\$154,957.90
				Total Bid	\$1,363,953.08


 7/15/26

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BIDDER INFORMATION AND CERTIFICATION SHEET

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including all attachments of whatever type.

OFFICIAL CONTACT: The Port requests that the Bidder designate one person as authorized to receive, on behalf of the Bidder, all communication from the Port of Astoria regarding the attached Bid. Identify the Contact name and fill in the information below. Please print clearly.

Legal Name of Bidder	Dixon Marine Services, Inc.
Address	12786 Sir Francis Drake Blvd
City, State, Zip	Inverness, CA, 94937
State of Entity Registration	CA
Entity Type	S-Corp
Contact Name	Mark Sutton
Phone	415-669-7369
Email	masutton@dixonmarineservices.com
OR Business Registry No. (if applicable)	1018370-94
Resident Bidder under ORS 279A.120? [yes or no]	No

By its submission of this Bid and authorized signature below, Bidder certifies to the following:

1. (a) Bidder grants permission to the Port of Astoria to contact the above-named person (Contact Name) to verify the information contained therein and for all other purposes in connection with the Bid.

(b) The information contained within the Bid is true and accurate.
2. (a) The Bid is the original work of the Bidder and has been developed independently, without consultation, communication or agreement with any employee, agent, or consultant to the Port.

(b) The Bid is the original work of the Bidder and has been developed independently, without consultation, communication or agreement with any other Bidder or other parties for the purpose of restricting competition or any other illicit purpose.

(c) No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.

(d) No relationship exists or will exist during the contract period between Bidder and the Port or any other State agency that interferes with fair competition or constitutes a conflict of interest.

3. (a) Bidder acknowledges receipt of any and all addenda, exhibits, or other attachments to this ITB, including any amendments thereto.

(b) Bidder has read and understands the terms and conditions contained in the ITB documents and accepts and agrees to be bound by the terms and conditions of the ITB, including but not limited to the procedures, evaluation criteria, Firm Offer condition, and other requirements of this ITB.

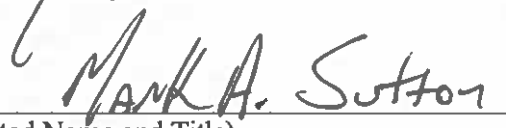
(c) If selected for award of the contract, Bidder agrees to negotiate a contract with the Port in good faith.
4. Bidder is not in violation of any tax laws of the state, or a political subdivision of the state, that applies to the Bidder or to the performance of the Contract, or any rules and regulations that implement or enforce those tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318. Bidder further certifies that it has been in compliance with such tax laws for at least six years in the past from the date of Closing.
5. (a) Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Bidder does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Bidder has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

(b) Bidder complies with ORS 652.220 regarding prohibition of discriminatory wage rates based on a protected class and prohibition of discrimination against employee who is complainant. If selected for award under this ITB, Bidder's continuing compliance with ORS 652.220 constitutes a material element of the contract entered into between Owner and Bidder and failure to comply constitutes a breach that entitles The Port to terminate the contract for cause.
6. Bidder and Bidder's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
7. Bidder certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Bidder, its employees, or its agents, on the one hand, and the business or economic interests of the Port, on the other hand, arising out of, or relating in any way to, the subject matter of the ITB. If any changes occur with respect to Bidder's status regarding conflict of interest, Bidder shall promptly notify the Port in writing.
8. Bidder understands that any statement or representation it makes, in response to this ITB, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

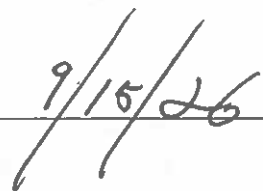
9. Bidder certifies that neither it, nor any of its principals:
 - (a) have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
 - (b) has been disqualified from bidding on or performing an Oregon Public Works contract;
 - (b) have within a three year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in this certification; and
 - (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Port will rely in entering into any contract with the Bidder. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Port may pursue available remedies including suspension, debarment, or termination of the contract.
10. Bidder certifies that it has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities.
11. Bidder certifies that it holds all required licenses to perform the full scope of work under the contract to be awarded.
12. Bidder certifies that it qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
13. If the contract awarded under this solicitation is greater than \$50,000, Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 thru ORS 279C.870 or 40 U.S.C. §§ 3141 to 3148.
14. If the contract awarded under this solicitation is subject to federal law, Contractor agrees to be bound by the Davis-Bacon Act, 40 U.S.C. §§ 3141 to 3148.
15. Bidder certifies that it has reviewed the sample contract attached to the ITB and, if selected for award, possesses the resources and technical capacity to comply with all terms and provisions and agrees to be bound thereby.
16. Bidder certifies that it has either i) not been a party to any litigation or arbitration within the last five (5) years in connection with the performance of a contract, or ii) if Bidder has been a party to such litigation or arbitration, has disclosed in its Bid documents sufficient detail including but not limited to how the matter was resolved to enable the Port to make the necessary Responsible Bidder determinations as part of this solicitation.
17. Bidder acknowledges these certifications are in addition to any certifications required under the Contract.



Authorized Signature



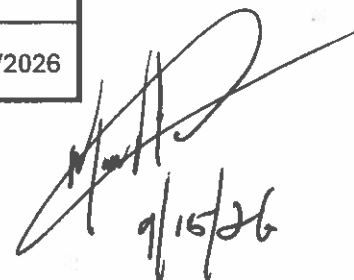
(Printed Name and Title)



Date

Invitation to Bid ("ITB")
 Port of Astoria
 Marine Contractor Services for
 Port of Astoria Dredging:
 West Basin Marina and Pier 3 Boatyard Haul-Out
 Addendum 3 – Selection Schedule

Marine Contractor Services for West Marina & BY Haul Out Piers Dredging	
Estimated Solicitation Schedule	
Task Item	Anticipated Completion Date
Draft & Issue ITB for Haul Out Piers Rehab	8/12/2026
Pre-Bid Meeting	8/26/2026
Solicitation Protest Deadline	9/2/2026
Question Deadline	9/8/2026
ITB Submission Deadline (Closing)	9/15/2026
Subcontractor Disclosure Deadline	9/15/2026
Bid Opening	9/15/2026
Issue Notice of Award	9/22/2026
Award Protest Deadline	9/29/2026
Port Commission Approval	10/6/2026
Execute Contract	10/20/2026



Invitation to Bid ("ITB")
Port of Astoria
Marine Contractor Services for
West Basin Marina and Pier 3 Boatyard Haul Out Piers Dredging
Addendum 4 - First-Tier Subcontractor Disclosure Form

BID CLOSING:

Date: 9/15/26 Time: 1:42

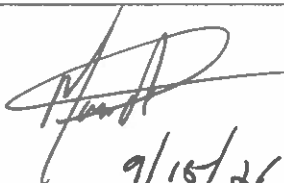
Prime Contractor Name: Dixon Marine Services Inc.

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

Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the below-specified information about that subcontract either in its Bid submission, or within two hours after Bid Closing.

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

SUB-CONTRACTOR NAME	CATEGORY OF WORK	SUB-CONTRACT PRICE
N/A		

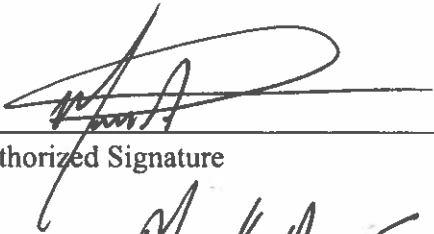

9/15/26

Invitation to Bid ("ITB")
Port of Astoria
Marine Contractor Services for
West Basin Marina and Pier 3 Boatyard Haul Out Piers Dredging
Addendum 5 – Acknowledgment of Supporting Documents

The undersigned hereby acknowledges that he or she has received, read, and thoroughly understands the following:

- i) all Supporting Documents itemized in Section 9 of the ITB, as amended, and reproduced below; and
- ii) if applicable, all amendments to the ITB.

Invitation to Bid - Supporting Documents Marine Contractor Services for West Marina & BY Haul Out Piers Dredging		
ITB Supporting Document	Appellation	Number
Certification Statement	Addendum	1
Bid Form	Addendum	2
Selection Schedule	Addendum	3
First-Tier Subcontractor Disclosure	Addendum	4
Acknowledgment of Supporting Docs	Addendum	5
Site Diagrams	Exhibit	1
Sample Form Contract	Exhibit	2
Permits	Exhibit	3
Sample Bond Form	Exhibit	4



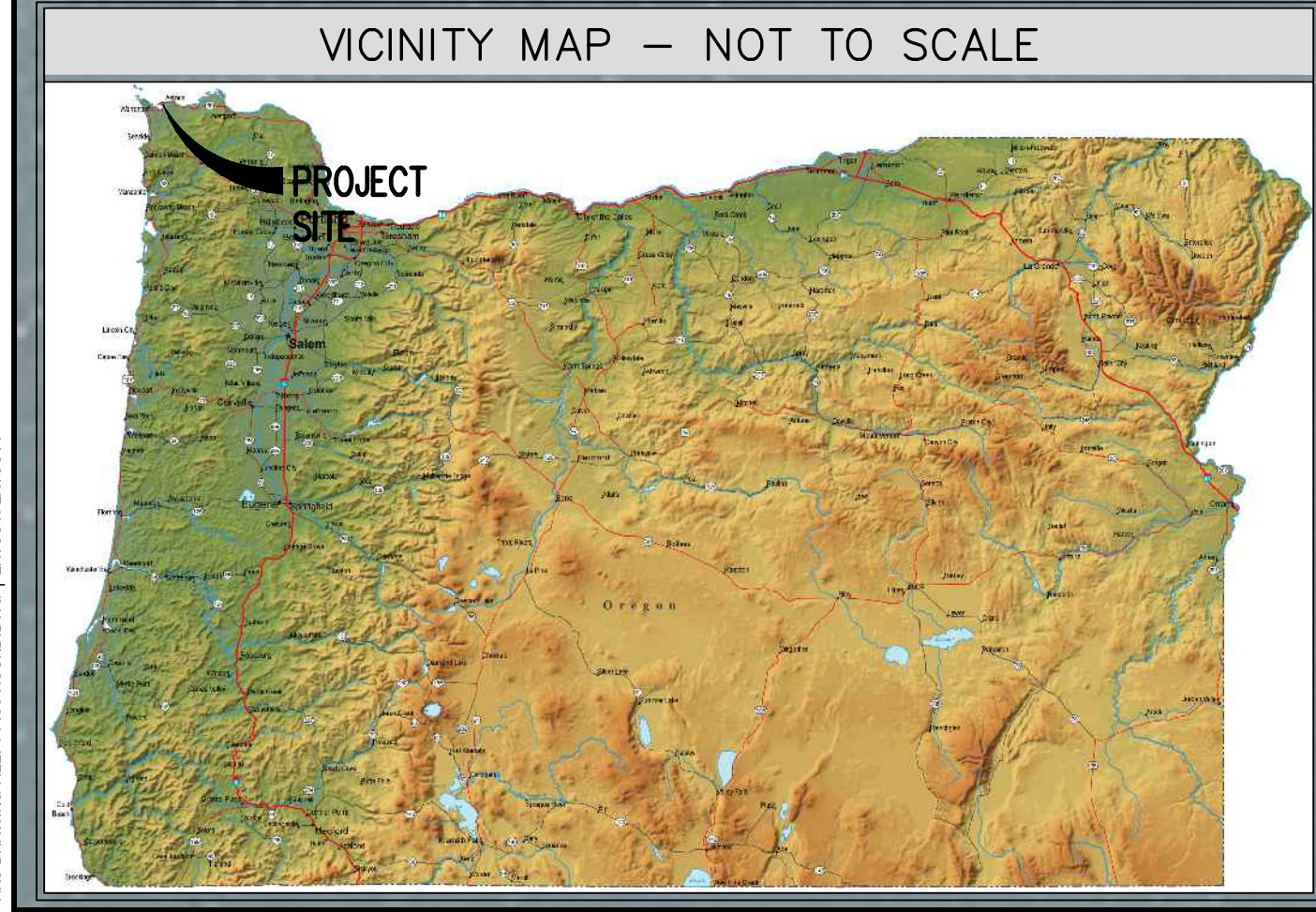
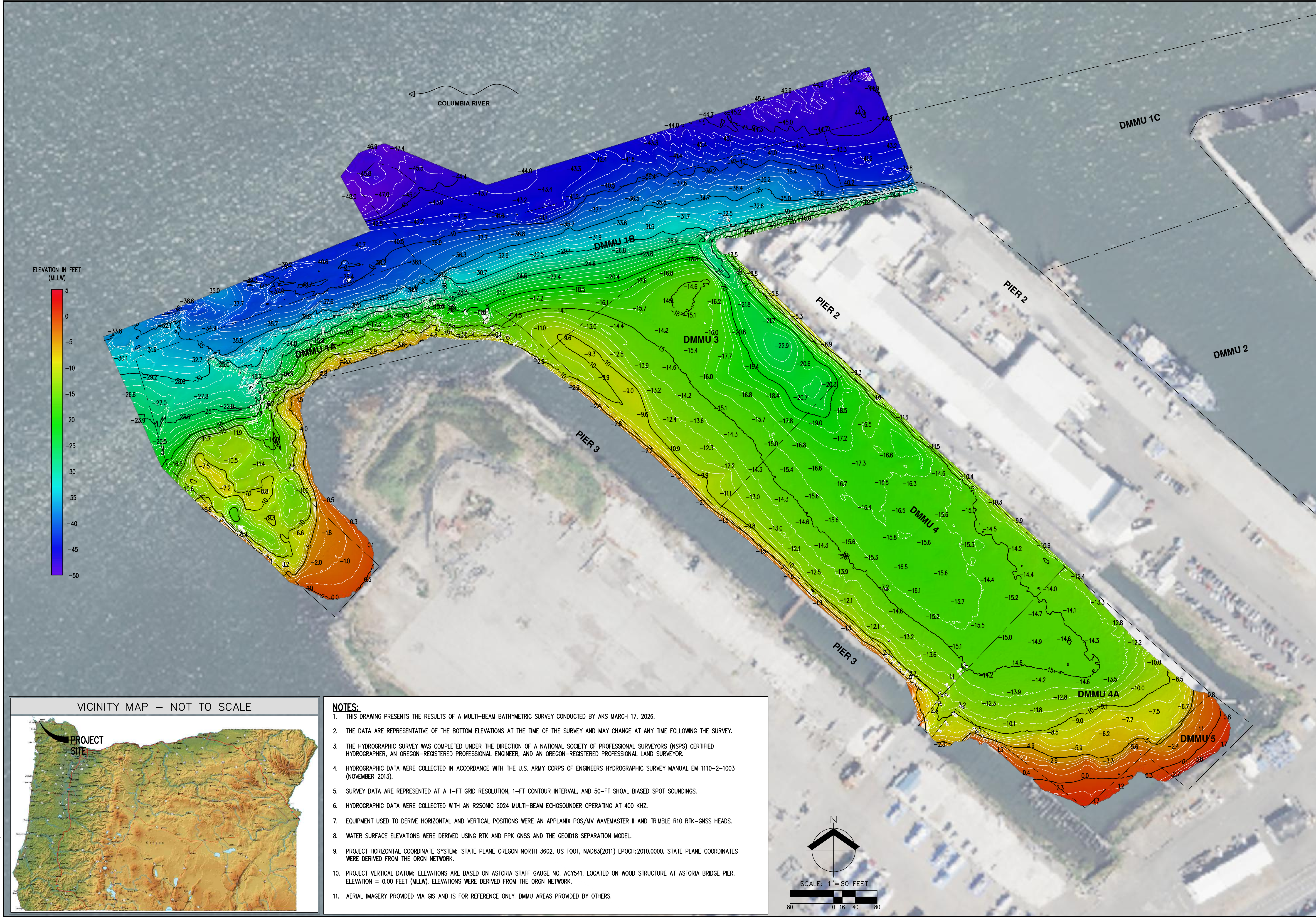
Authorized Signature

Mark A. Sutton

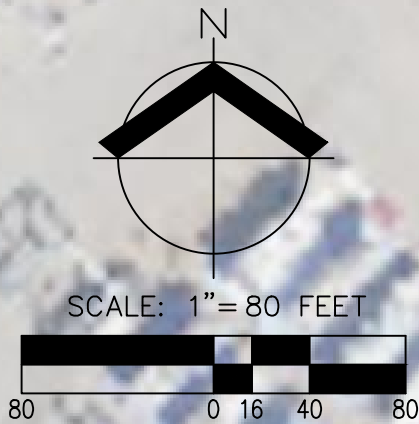
Printed Name and Title

9/15/26

Date



- NOTES:**
1. THIS DRAWING PRESENTS THE RESULTS OF A MULTI-BEAM BATHYMETRIC SURVEY CONDUCTED BY AKS MARCH 17, 2026.
 2. THE DATA ARE REPRESENTATIVE OF THE BOTTOM ELEVATIONS AT THE TIME OF THE SURVEY AND MAY CHANGE AT ANY TIME FOLLOWING THE SURVEY.
 3. THE HYDROGRAPHIC SURVEY WAS COMPLETED UNDER THE DIRECTION OF A NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) CERTIFIED HYDROGRAPHER, AN OREGON-REGISTERED PROFESSIONAL ENGINEER, AND AN OREGON-REGISTERED PROFESSIONAL LAND SURVEYOR.
 4. HYDROGRAPHIC DATA WERE COLLECTED IN ACCORDANCE WITH THE U.S. ARMY CORPS OF ENGINEERS HYDROGRAPHIC SURVEY MANUAL EM 1110-2-1003 (NOVEMBER 2013).
 5. SURVEY DATA ARE REPRESENTED AT A 1-FT GRID RESOLUTION, 1-FT CONTOUR INTERVAL, AND 50-FT SHOAL BIASED SPOT SOUNDINGS.
 6. HYDROGRAPHIC DATA WERE COLLECTED WITH AN R2SONIC 2024 MULTI-BEAM ECHOSOUNDER OPERATING AT 400 KHZ.
 7. EQUIPMENT USED TO DERIVE HORIZONTAL AND VERTICAL POSITIONS WERE AN APPLANIX POS/MV WAVEMASTER II AND TRIMBLE R10 RTK-GNSS HEADS.
 8. WATER SURFACE ELEVATIONS WERE DERIVED USING RTK AND PPK GNSS AND THE GEOID18 SEPARATION MODEL.
 9. PROJECT HORIZONTAL COORDINATE SYSTEM: STATE PLANE OREGON NORTH 3602, US FOOT, NAD83(2011) EPOCH:2010.0000. STATE PLANE COORDINATES WERE DERIVED FROM THE ORGN NETWORK.
 10. PROJECT VERTICAL DATUM: ELEVATIONS ARE BASED ON ASTORIA STAFF GAUGE NO. ACY541. LOCATED ON WOOD STRUCTURE AT ASTORIA BRIDGE PIER. ELEVATION = 0.00 FEET (MLLW). ELEVATIONS WERE DERIVED FROM THE ORGN NETWORK.
 11. AERIAL IMAGERY PROVIDED VIA GIS AND IS FOR REFERENCE ONLY. DMMU AREAS PROVIDED BY OTHERS.



AKS ENGINEERING AND FORESTRY, LLC
12966 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503-563-6151
WWW.AKS-ENG.COM

AKS

PORT OF ASTORIA
SLIP 2

ASTORIA
CLATSOP COUNTY

OREGON

BATHYMETRIC
CONDITIONS SURVEY

DESIGNED BY: --
DRAWN BY: NJS
MANAGED BY: SW
CHECKED BY: JMM
DATE: 4/1/2026

REGISTERED PROFESSIONAL
ENGINEER
85773PE
OREGON
NOV 08, 2011
JASON MATTHEW MAGLEW
EXPIRES: 12/31/26

REVISIONS

JOB NUMBER
14496

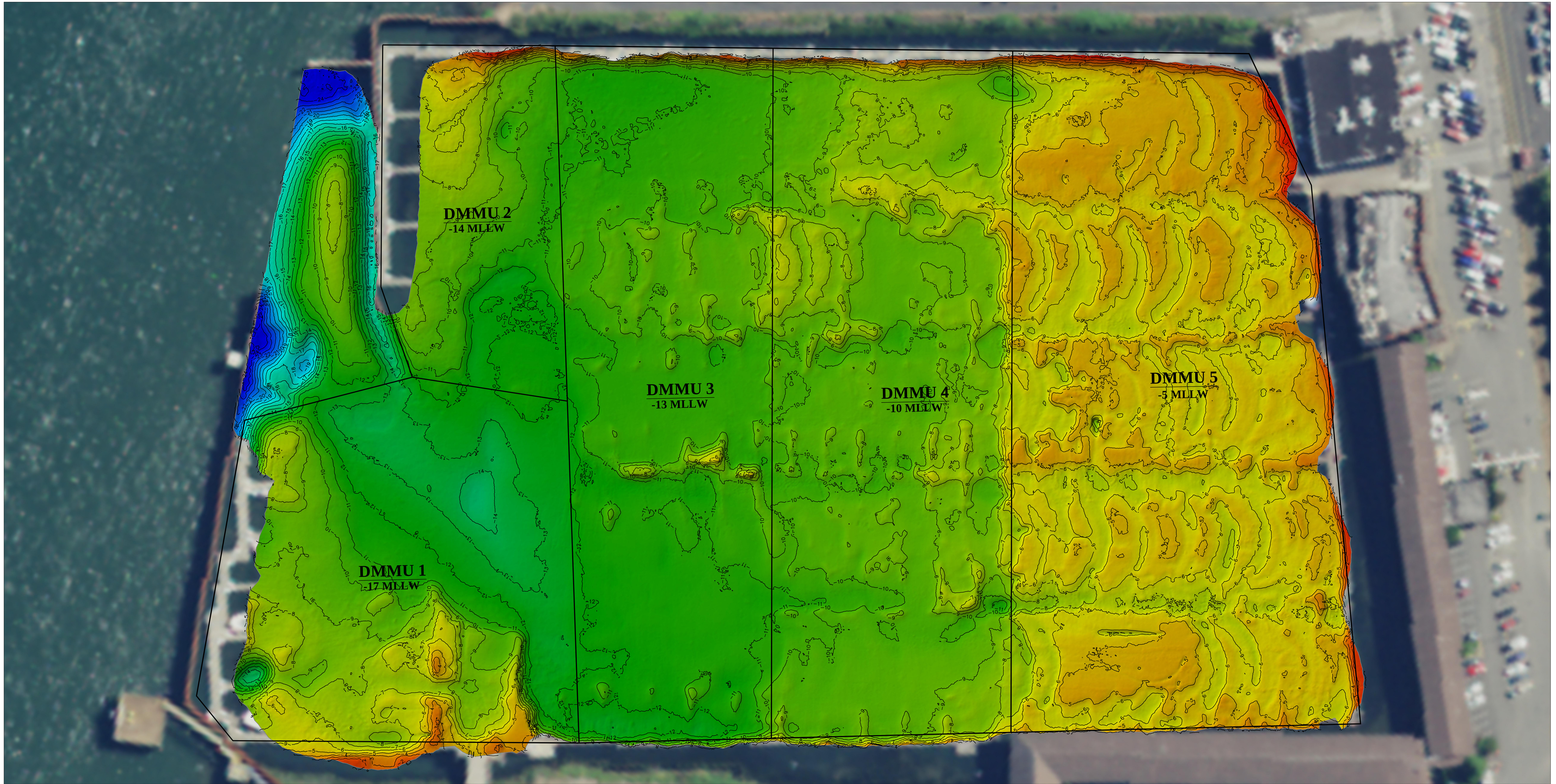
SHEET
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-- 106 --

Port of Astoria

West Mooring Basin Bathymetric Survey

September 20, 2025



- NOTES:
1. HORIZONTAL DATUM: NAD 83 (2011) STATE PLANE COORDINATES, OREGON NORTH ZONE.
 2. UNITS: U.S. SURVEY FEET
 3. VERTICAL DATUM: MEAN LOWER LOW WATER (MLLW). MLLW DETERMINED FROM USACE TIDE BOARD LOCATED ON THE ASTORIA BRIDGE PIER AND USACE MONUMENT #40-59 (ELEV. = 5.87 FT.)
 4. CONTOUR INTERVAL: 1 FOOT. CONTOURS WERE DEVELOPED FROM A GRIDDED 1 FT X 1 FT DATASET USING AN INVERSED WEIGHTED AVERAGE OF ALL SOUNDINGS.
 5. ALL HORIZONTAL POSITIONING AND VESSEL ATTITUDE WAS PROVIDED IN REAL TIME USING AN APPLANIX POS-MV RTK GPS AIDED INERTIAL SENSOR RECEIVING RTK CORRECTIONS FROM A TRIMBLE 88 RTK BASE STATION.
 6. SOUNDINGS WERE COLLECTED USING A RESONIC 2022 MULTIBEAM SONAR SYSTEM AND DATA PROCESSING WAS COMPLETED USING HYDACK-19 SWEEP SOFTWARE.
 7. THIS BATHYMETRIC SURVEY IS REPRESENTATIVE OF THE GENERAL CONDITION OF THE RIVERBED AT THE TIME OF THE SURVEY. THE CONDITION OF THE BOTTOM MAY CHANGE AT ANY TIME AFTER THE DATE OF THIS SURVEY.
 8. ALL BATHYMETRIC DATA WAS COLLECTED IN ACCORDANCE WITH THE U.S. ARMY CORPS OF ENGINEERS HYDROGRAPHIC SURVEY MANUAL (ENR 110-5-100) NOVEMBER 2013.

THIS HYDROGRAPHIC SURVEY WAS COMPLETED BY AN AMERICAN CONGRESS ON SURVEYING AND MAPPING CERTIFIED HYDROGRAPHER

JAMES W. GLASSER
AMERICAN CONGRESS ON SURVEYING AND MAPPING
CERTIFIED HYDROGRAPHER 0222

DATE



NORTHWEST HYDRO INC.
31 COUGAR CREEK RD.
SKAMANIA, WA 98648
PH (360) 241-7313
EMAIL: james@northwesthydro.com

**Board of Commissioners
Port of Astoria**

COMMISSION MEETING AGENDA ITEM SUMMARY

October 6, 2026

Agenda Item: Resolution 2026-07 Loan Authorization
Presented by: Melanie Howard, Finance & HR Director

Summary: The Port seeks approval to enter into a 25-year financing contract with Business Oregon for \$1,800,000 at 4.86% to reimburse eligible costs associated with the Pier 2 West oil spill. All proceeds will be used to pay GrayMar Environmental for services rendered. Adoption of Resolution 2026-07 is required to authorize execution of the financing documents.

Requested Action: Adopt Resolution 2026-07 authorizing execution of Financing Contract No. 525211 for a non-revolving loan up to \$1,800,000 at 4.86% for eligible Pier 2 West cleanup costs.



RESOLUTION

NO. 2026-07

A RESOLUTION AUTHORIZING A LOAN FROM THE OREGON PORT REVOLVING LOAN FUND

**BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The Board of Port Commissioners (the “Governing Body”) of the Port of Astoria (“Recipient”) finds:

A. Recipient is a “Port district” within the meaning of Oregon Revised Statutes 285A.666(3).

B. Oregon Revised Statutes 285A.666 to 285A.732 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Oregon Port Revolving Loan Fund.

C. Recipient has filed an application with OBDD to obtain financial assistance for a project within the meaning of the Act.

D. OBDD has approved Recipient’s application for additional financial assistance from the Oregon Port Revolving Loan Fund.

E. Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number 525211, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

F. Notice relating to Recipient’s consideration of the adoption of this Resolution was published in full accordance with Recipient’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Executive Director (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$1,800,000 and an interest rate of 4.86% per annum. The proceeds

of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Security. Amounts payable by Recipient shall be payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The general fund of Recipient; or
- (b) Any other source.

3. Additional Documents. The Executive Director is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from OBDD for the Project pursuant to the Financing Documents.

DATED this 6th day of October, 2026 by the Port of Astoria Commission

ATTEST:

Robert Stevens, President
Board of Commissioners

Thaddeus Fickel, Secretary
Board of Commissioners

OREGON PORT REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Pier 2 West Oil Spill Cleanup and Pipe Removal

Project Number: 525211

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

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

This Contract less exhibits	
Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$2,172,784.

Loan Amount: \$1,800,000.

Maturity Date: The 99th quarterly Payment Date after the Repayment Commencement Date.

Interest Rate: 4.86% per annum, computed by counting actual days occurring in a 360-day year.

Payment Date: March 1, June 1, September 1 and December 1.

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

Project Completion Deadline: 4 months after the date of this Contract.

Repayment Commencement Date: the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the lesser of the Loan Amount or the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the

Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).

- B. Financing Availability. OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest for purposes including, but not limited to, loan amortization schedule, loan prepayment, and loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
 - (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any

expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

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

SECTION 6 - USE OF FINANCIAL ASSISTANCE

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

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) Recipient is an eligible port under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; or (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS chapter 279C.

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

C. Project Completion Obligations. Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD prior to the first disbursement of Financing Proceeds.
- (4) Permit OBDD to conduct field engineering and inspection of the Project at any time, and agrees OBDD may be the final judge of completion of the Project.

- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the property on which the Project takes place is and will continue to be owned by Recipient. The property on which the Project takes place will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the property on which the Project takes place in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Date, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the property on which the Project takes place without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the property on which the Project takes place during the usable life of the Project.
- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs on the property on which the Project takes place, insuring against liability and risk of direct physical loss, damage or destruction of the on the property on which the Project takes place, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the property on which the Project takes place or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with Section 4D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the on the property on which the Project takes place.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, during the term of the Loan, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the property on which the Project takes place or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the property on which the Project takes place. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with Section 4D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the property on which the Project takes place, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the property on which the Project takes place or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with Section 4D.(1).

- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of ten years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

P. (1) Contributory Liability and Contractor Indemnification—Tort Claims.

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

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

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

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 8P.(1) above to the extent not prohibited by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney

General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this Section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

- Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

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

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
(2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
(3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
(4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
(5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in

writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from receiving future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10A. will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the Loan Amount, less any claims OBDD has against Recipient.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Oregon Port Revolving Loan Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

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

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer St NE Suite 310
Salem, OR 97301-1280

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

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

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

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

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

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

SIGNATURES TO FOLLOW BELOW

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



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



PORT OF ASTORIA

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
Robert Stevens, Chairman

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 11 September 2026
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means ORS 285A.666 to 285A.732, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 18 August 2026.

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

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

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates (including but not limited to all promissory notes) executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project and submits to OBDD a notice of substantial completion signed by the Project engineer.

EXHIBIT B - SECURITY

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of Port Operations.
1. All payment obligations under this Contract and the other Financing Documents are payable from operating revenues generated by Recipient's port operations after payment of Recipient's port operation and maintenance costs ("Net Revenues"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this Section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 2. Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
 3. Notwithstanding the requirements of subsection 2 of this Section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 4. Recipient shall charge fees in connection with the operation of Recipient's port which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is superior to or on parity with the OBDD Lien.
 5. Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION

PROJECT DESCRIPTION

Recipient will, with the assistance of a contractor licensed to do business in Oregon for emergency containment, cleanup and remove contamination associated with a pipeline failure beneath Recipient's Pier 2 in Astoria, Oregon. Required activities include:

- Deploying 2,600 feet of containment boom to keep oil in the immediate area.
- Removal of 11 tons of oily waste and 3,249 gallons of oily water from beneath Pier 2 and along the shoreline.
- Sealing the abandoned pipeline to stop discharge and removal of the damaged portion of pipeline.
- Capping the remaining segments of the pipeline.

Recipient may request reimbursement for pre-award expenses incurred beginning 28 May 2026, provided that the pre-award expenditures are within the Project Description, the final Project Budget, and meet all programmatic requirements, including, but not limited to, the nature of the activity, timing of the activity, and costs associated with the activity.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Environmental Cleanup & Remediation	\$1,800,000	\$372,784
Total	\$1,800,000	\$372,784

AMENDMENT to PROFESSIONAL SERVICES AGREEMENT

Consulting Services

This Amendment (“Amendment”) is by and between AVH Consulting, LLC (“Consultant”), an Idaho Limited Liability Company, and the Port of Astoria, a Special District of the state of Oregon (“Client”).

This Amendment modifies that certain Professional Services Agreement dated April 8, 2024 between Client and Consultant (“Agreement”).

Capitalized terms not defined in this Amendment have the meanings given to them in the Agreement.

1 Section 4 (Compensation)

Section 4 (“Compensation”) of the Agreement is hereby deleted in its entirety and replaced with the following:

“For Services performed, Client agrees to compensate Consultant at an hourly rate of \$125.00. Consultant will invoice Client monthly, and payment shall be due within twenty-one (21) days of the invoice date. Client agrees to pay interest on any outstanding balance over twenty-one (21) days past due at the lesser of the rate of ten percent (10%) per month or the highest rate permitted under applicable state law until such balance is paid. Consultant may suspend Services upon any outstanding balance greater than thirty (30) days past due without liability for breach of this Agreement.

Subject to prior approval by Client, Client shall reimburse Consultant for all expenses reasonably incurred in the performance of this Agreement, including reasonable travel expenses. Client shall not be liable for any unapproved expenses.”

2 Effect of Amendment

Except as expressly modified by this Amendment, all terms and provisions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment will control.

IN WITNESS WHEREOF, the Parties have entered into this Agreement Amendment as of the date of last Signature below.

CLIENT:

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

Name of Client Authorized Representative

Title

Signature

Date

Email

CONSULTANT:

AVH Consulting, LLC
1906 Pahsimeroi Cir
Twin Falls, ID 83301

Shane Jensen, Managing Member
AVH Consulting, LLC

Date

shane@avhconsult.com
Email

PROFESSIONAL SERVICES AGREEMENT

Consulting Services

This Professional Services Agreement (“Agreement”) is made and entered into by and between AVH Consulting, LLC (“Consultant”), an Idaho limited liability company, and the Port of Astoria, a special district of the state of Oregon (“Client”). Client and Consultant may each be referred to herein as a “Party” and together as the “Parties.” This Agreement shall take effect upon signing by both Parties (“Effective Date”).

In consideration of the mutual rights and obligations specified herein, the Parties hereby agree as follows:

- 1. Term.** This Agreement shall take effect upon the Effective Date and shall continue until terminated as provided in Section 9 of this Agreement.
- 2. Scope of Services.** Consultant shall provide the following services (hereinafter, “Services”):
 - Grant writing
 - Grant award administration
 - Project management
 - Drafting of solicitation documents
 - Other services as directed by Client

The parties agree that Consultant shall perform all duties under this Agreement remotely and that nothing in this Agreement shall be construed to require Consultant to perform any duties at Port offices or any other specific location.

Consultant shall have no right or obligation to take custody of or in any manner control any funds awarded to Client as the result of the Services provided by Consultant under this Agreement. Client shall retain full control and custody of such funds at all times.

3. Client Obligations. Client shall:

- Make available to Consultant such personnel and resources of Client as are necessary for Consultant to perform the Services;
- Provide all information necessary to perform the Services in a timely manner, including, if applicable and without limitation, confidential information and information necessary for Consultant to access online application portals; and
- Make decisions necessary to the provision of Services in a timely manner.

4. **Compensation.** For Services performed, Client agrees to compensate Consultant at an hourly rate of \$100.00, Consultant will invoice Client monthly, and payment shall be due within twenty-one (21) days of the invoice date. Client agrees to pay interest on any outstanding balance over twenty-one (21) days past due at the lesser of the rate of ten percent (10%) per month or the highest rate permitted under applicable state law until such balance is paid. Consultant may suspend Services upon any outstanding balance greater than thirty (30) days past due without liability for breach of this Agreement.

Subject to prior approval by Client, Port shall reimburse Consultant for all expenses reasonably incurred in the performance of this Agreement, including reasonable travel expenses. Client shall not be liable for any unapproved expenses.

5. **Standard of Performance; Warranties.** Consultant warrants that Consultant will perform the Services with reasonable due diligence and in a manner consistent with standards generally applicable to professionals performing the same or similar Services as those contemplated under this Agreement. Consultant will perform the Services within a reasonable period of time except for delays occasioned by factors that are beyond Consultant's control, not reasonably foreseeable, or caused by Client.

Client understands, acknowledges, and agrees that the outcome of grant requests and grant applications is uncertain and that Consultant provides no warranty with respect to the award of funds.

Except as provided in this Section 5, Consultant makes no other warranties, express or implied.

6. **Ownership of Work Product.** "Work Product" means the deliverables and other tangible output produced in the course of performance of the Services under this Agreement. All Work Product produced by Consultant as part of the Services under this Agreement shall be the sole property of and may be used without restriction by the Client; provided, however, for Consultant's marketing purposes Consultant may refer to or describe Work Product or provide copies of Work Product with proprietary information redacted.

Consultant acknowledges that written materials used or developed in the course of performing the Services are public records subject to all applicable state and federal laws.

7. **Consultant Intellectual Property.** Consultant Intellectual Property means any intellectual property that is developed in the course of the performance of the Services, developed independently from this Agreement, or employed by Consultant in connection with Consultant's performance of the Services, including without limitation any improvement to such property developed by Consultant in the course of performance. Consultant Intellectual

Property, including improvements and any proprietary rights therein, shall be the exclusive property of Consultant.

- 8. Confidential Information.** Both Parties acknowledge and agree that otherwise confidential information may be disclosed to or otherwise acquired by Consultant or its employees, sub-consultants, subcontractors, or agents in the course of its performance of the Services. Consultant agrees that it shall protect the confidentiality of such information with at least the same degree of care that Consultant uses in maintaining the confidentiality of its own information; shall not use such information for any purposes whatsoever other than the provision of Services to the Client; and shall not disclose nor discuss such information with any other party without Client's prior consent; provided that in the event Consultant receives a valid administrative or judicial order requiring release of confidential information, Consultant shall promptly notify Client of such order and shall thereafter be entitled to comply with the order.
- 9. Termination.** This Agreement may be terminated without cause by either Party upon no less than thirty (30) calendar days' notice in writing to the other party, unless a lesser time is mutually agreed upon in writing by both Parties. A written notice of termination shall be delivered by email to the email address indicated on the Signature page of this Agreement.
- 10. Limitation of Liability.** The sole remedy for any breach of this Agreement by Consultant shall be to reimburse the Client for actual fees, if any, received by Consultant in compensation for Services that were not provided, or were provided in violation of Section 5 of this Agreement.

In no event shall Consultant, its employees, officers, agents, managers or members (collectively, the "Consultant Affiliates") be liable for any damages including loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including without limitation loss of profits) arising out of the performance of this Agreement or in connection with the terms of this Agreement, regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, and regardless whether Consultant has been advised of the possibility of such damages.

- 11. Indemnification.** Subject to the provisions and limitations of the Oregon Tort Claims Act, each party shall defend, save, hold harmless and indemnify the other party, its officers, employees and agents from and against all third-party claims, suits, actions, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees and legal costs, arising out of or relating to the indemnifying party's performance of their obligations under this Agreement, except that neither party shall be obligated to indemnify the other to the extent that the injury, loss or damage was caused by the gross negligence, willful misconduct, fraud, or bad faith of the Party seeking indemnification.

12. Non-Exclusive Agreement. This Agreement is non-exclusive. Nothing in this Agreement shall restrict the right of Consultant to enter into agreements with other parties for services similar in nature to the Services provided under this Agreement.

Client further acknowledges and agrees that Consultant may, concurrent with the Services provided under this Agreement or any separate agreement with Client, undertake consulting or service engagements with other persons or entities who may request grant funding from some or all of the same funding agencies as the Client seeks under the Services provided under this Agreement.

13. Independent Contractor. In the performance of the Services Consultant is and shall be an independent contractor for all purposes. Unless otherwise expressly provided herein or authorized in writing, Consultant shall have no authority to bind Client for any purpose nor to assume or create any obligation of any kind, expressed or implied, on Client's behalf.

Consultant shall exercise independent professional judgment in determining the means and methods to Perform the Services.

Nothing in this Agreement shall be construed to create an employment relationship, joint venture, or business partnership between the Parties. Neither Party has the power or authority to commit or bind the other Party without such other Party's prior written consent.

When performing Services under this Agreement or otherwise acting as directed by Client, Consultant shall be deemed an agent of Client for purposes of ORS 30.285.

14. Other Provisions.

No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of Consultant and Client. No third party will be deemed a beneficiary of this Agreement, and no third party shall be entitled to make any claim or assert any right under this Agreement.

Non-Waiver. The waiver of any term or condition contained in this Agreement by any Party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

Binding Effect; Assignment. The rights, obligations, and liabilities of the Parties shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided, however, that Consultant may not assign or delegate Consultant's obligations under this Agreement either in whole or in part without the prior written consent of Client.

Headings. The section headings used in this Agreement are intended for convenience of reference and shall not by themselves determine the construction or interpretation of any provision of this Agreement.

Survival. The terms, provisions and/or covenants of Sections 5 (Warranties), 8 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification) and 13 (Independent Contractor) shall survive the termination of this Agreement.

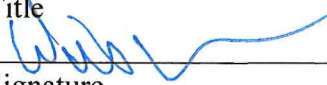
Savings Clause. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

- 15. Governing Law; Venue.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Oregon, without regard to conflict of law principles. Any legal action to interpret or enforce the terms of this Agreement shall be brought in the Oregon Circuit Court in Clatsop County.
- 16. Entire Agreement.** This writing and all explicitly incorporated documents are intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. This Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof.
- 17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18. Contacts.** For purposes of this Agreement, Client's authorized representative shall be Matt McGrath, Deputy Director, 422 Gateway Ave., Suite 100, Astoria, Oregon 97103; email: mmcgrath@portofastoria.com. Consultant's authorized representative shall be Shane Jensen, Managing Member, AVH Consulting LLC, 1906 Pahsimeroi Cir., Twin Falls, ID 83301.

IN WITNESS WHEREOF, the Parties have entered into this Consulting Services Agreement as of the date of last Signature below.

CLIENT:

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

Will Isom
Name of Client Authorized Representative
Executive Director
Title

Signature
4/3/2024
Date
wisom@portofastoria.com
Email

CONSULTANT:

AVH Consulting, LLC
1906 Pahsimeroi Cir
Twin Falls, ID 83301

Shane Jensen, Managing Member, AVH Consulting LLC
Shane Jensen, Managing Member
AVH Consulting, LLC

April 8, 2024
Date

shane@avhconsult.com
Email