

RESOLUTION NO. 21-004**A RESOLUTION DECLARING AN EMERGENCY AND AN EXEMPTION FROM COMPETITIVE BIDDING FOR CLEANUP OF THE DALLES MARINA**

WHEREAS, on July 3, 2021, prior to midnight, a fire occurred on Finger D of The Dalles Marina (“Marina”).

WHEREAS, The Port of The Dalles owns the Marina.

WHEREAS, the fire burned 8 boat houses and their contents to the waterline, burned 5 boats, 4 of which sunk, and of which 3 boats remain sunk.

WHEREAS, the sunken boats are believed to contain fuel and oil.

WHEREAS, the destruction of the boat houses has caused burned construction materials and household materials, including plastics, cleaning products, paint/stains, boat maintenance chemicals, batteries, gasoline, and damaged fuel containers, to fall into the waters of the Marina.

WHEREAS, DEQ demanded that the Port “continue all containment and cleanup action possible to prevent the spread of the spill to public waters, groundwater or soils beyond the original spill site.”

WHEREAS, OAR 340-142-0030 requires that the “person owning or having control over the oil or hazardous material” must “undertake every reasonable method to stop the spill and contain the oil or hazardous materials,” “arrange for properly trained and equipped personnel or contractor to stop any continuing release and manage the specific material spilled,” and “must clean up the spill or release, and take steps to mitigate any threatened spill or release of oil or hazardous materials.”

WHEREAS, The Port of The Dalles retained US Ecology to provide the initial containment and its ongoing containment measures are costing the Port approximately \$6,000 per day.

WHEREAS, there are currently displaced tenants of the Marina.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Port of The Dalles approves and adopts the attached Findings in Support of an Emergency Exemption from Competitive Bidding for Cleanup of The Dalles Marina / Findings in Support of Oil and Hazardous Materials Removal Exemption for Cleanup of The Dalles Marina.

Section 2. The Port of The Dalles hereby declares that emergency circumstances exist that require prompt execution of a public contract for emergency consulting and cleanup, salvage, and disposal work for the cleanup of the Marina. The fire has caused an emergency condition that resulted in the release of petroleum products and other materials into the waters of the Marina (the “Release”). The continued presence of these substances requires an immediate response and cleanup action by the Port of The Dalles.


Section 3. The Port of The Dalles finds that it may enter into public contracts for the consultant and contractor without competitive bidding because it has been ordered to clean up oil or hazardous waste pursuant to the authority granted the DEQ and this order necessitates the prompt establishment and performance of the contracts in order to comply with the statutes regarding spill or release of oil or hazardous materials.

Section 4. The emergency caused by the fire and the release requires the Port of The Dalles to immediately procure the services of a qualified consultant to act as the Port of The Dalles' representative in evaluating the scope of cleanup, salvaging, and disposal of potential sources of the Release. The qualified consultant will also act as the Port of The Dalles' representative in administering the contractor selected to perform the cleanup, salvaging, and disposal, and assist in coordinating with all of the involved and interested agencies. The Port of The Dalles directly appoints Northwest Marine Consultants, LLC. The Port of The Dalles will directly negotiate with the consultant on the terms of the contract.

Section 5. The emergency caused by the fire and Release requires the Port of The Dalles to immediately procure the services of a qualified contractor to perform the cleanup, salvaging, and disposal of the potential sources of the Release. From the informally solicited proposals, the Port of The Dalles, with the advice of the consultant, will select the contractor who is deemed best able to timely start and complete the required emergency work in an economical manner. The Port of The Dalles will negotiate directly with the selected contractor on the terms of the contract.

PASSED AND APPROVED BY THE PORT COMMISSION THIS 27 DAY OF AUGUST 2021

SIGNED:



**Greg Weast, President
Board of Commissioners**

ATTEST:



**David Griffith, Secretary
Board of Commissioners**

PORT OF THE DALLES

1) Findings in Support of an Emergency Exemption from Competitive Bidding for Cleanup of The Dalles Marina

2) Findings in Support of Oil and Hazardous Materials Removal Exemption for Cleanup of The Dalles Marina

1. General

ORS 279A.010 defines “emergency” as “circumstances that: (A) Could not have been reasonably foreseen; (B) Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and (C) Require prompt execution of a contract to remedy the condition.”

ORS 279C.320 permits the contracting agency to enter into contracts for emergency work in accordance with ORS 279B.080.

ORS 279B.080 permits the head of a contracting agency, or a person designated under ORS 279A.075, to make or authorize others to make emergency procurements of services in an emergency. The contracting agency shall document the nature of the emergency and describe the method used for the selection of the particular contractor. The contracting agency shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances.

ORS 279C.320 provides that “Contracting agencies shall enter into contracts for emergency work, minor alteration, ordinary repair or maintenance of public improvements, as well as any other construction contract that is not defined as a public improvement under ORS 279A.010, in accordance with the provisions of ORS chapter 279B.”

By Resolution 2013-06, the Port of The Dalles adopted revised Local Contract Board Rules (“LCBR”). Section 4 of Resolution 2013-06 established exceptions from competitive bidding. Exception (n) of Section 4 provides:

Oil or Hazardous Material Removal. In situations where the Port is required by contract or by law, or when ordered by a court or governmental agency, to cleanup oil or hazardous waste, and the circumstances necessitate the prompt establishment and performance of the contract [,] [t]he Port shall, to the extent reasonable under the

circumstances, encourage competition by attempting to make informal quotes from potential suppliers of goods or services. This is set out further in Rule 02-280(3)(j) in exhibit 'A' adopted in Section 6 below.

The Resolution adopts procedures for performing emergency procurements. Section 5 of Resolution 2013-06 states:

Emergency Contracts. The Port of The Dalles may award public contracts without formal competitive bidding if the emergency conditions require prompt execution of the public contract in accordance with ORS 279B.080 and ORS 279C.335(6) and Rules 02-0275 AND 04-0150 adopted as part of Exhibit 'A' in Section 6 below. [...] The Board of the Port of The Dalles may by resolution at a regular, special or emergency board meeting, declare the existence of any emergency that requires prompt execution of the contract.

LCBR 02-0275 states:

02-0275

Emergency Procurements

The Port Manager or the Port Manager's authorized designee may award a Public Contract as an Emergency Procurement, in an amount not to exceed \$100,000, using a procurement method which encourages competition that is practicable under the circumstances. The award of Public Contract as an Emergency Procurement which exceeds the sum of \$100,000 shall be awarded by the Contract Review Authority, using a procurement method which encourages competition that is practicable under the circumstances.

LCBR 04-0150 states:

04-0150

Emergency Contracts; Bidding and Bonding Exemptions

(1) Emergency Declaration. Pursuant to ORS 279C.335(6) and this rule, the Port may declare that Emergency circumstances exist that require prompt execution of a Public Contract for Emergency construction or repair Work. The declaration shall be made at an administrative level consistent with the Port's internal policies, by a written declaration that describes the circumstances creating the Emergency and the anticipated harm from failure to enter into an Emergency Contract. The Emergency declaration shall exempt the Public Contract from the competitive bidding requirements of ORS 279C.335(1) and shall thereafter be kept on file as a public record.

- (2) Competition for Contracts. The Port shall ensure competition for an Emergency Contract as reasonable and appropriate under the Emergency circumstances, and may include written requests for Offers, oral requests for Offers or direct appointment without competition in cases of extreme necessity, in whatever Solicitation time periods the Port considers reasonable in responding to the Emergency.
- (3) Contract Scope. Although no dollar limitation applies to Emergency Contracts, the scope of the Contract must be limited to Work that is necessary and appropriate to remedy the conditions creating the Emergency as described in the declaration.
- (4) Contract Modification. Emergency Contracts may be modified by change order or amendment to address the conditions described in the original declaration or an amended declaration that further describes additional work necessary and appropriate for related Emergency circumstances.
- (5) Excusing Bonds. Pursuant to ORS 279C.380(4) and this rule, the Emergency declaration may also state that the Port waives the requirement of furnishing a performance bond and payment bond for the Emergency Contract. After making such an Emergency declaration those bonding requirements are excused for the procurement, but this Emergency declaration does not affect the separate Public Works bond requirement for the benefit of the Bureau of Labor and Industries (BOLI) in enforcing prevailing wage rate and overtime payment requirements. See Rule 04-0815 and BOLI rules at 839-025-0015.

LCBR 02-280(3)(j) states:

- (j) Oil or Hazardous Material Removal. The Port may enter into public contracts without competitive bidding when ordered to cleanup oil or hazardous waste pursuant to the authority granted the Department of Environmental Quality (DEQ) under ORS 466.605 through 466.680 and this order necessitates the prompt establishment and performance of the contract in order to comply with the statutes regarding spill or release of oil or hazardous materials. In exercising its authority under this exemption, the Port shall:
- (A) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;
 - (B) Make written findings describing the circumstances requiring cleanup or a copy of the DEQ order ordering such cleanup;
 - (C) Record the measures taken under subsection (a) of this section to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor selected; and

(D) Not contract pursuant to this exemption in the absence of an order from the Department of Environmental Quality to cleanup a site with a time limitation that would not permit hiring a contractor under the usual competitive bidding procedures.

Oregon DEQ has enacted regulations regarding oil and hazardous materials emergency responses. OAR 340-142-0030 requires that the “person owning or having control over the oil or hazardous material” must “undertake every reasonable method to stop the spill and contain the oil or hazardous materials,” “arrange for properly trained and equipped personnel or contractor to stop any continuing release and manage the specific material spilled,” and “must clean up the spill or release, and take steps to mitigate any threatened spill or release of oil or hazardous materials.”

2. Background

The Port of The Dalles is an Oregon special district. The Port was established in 1933 to create jobs and recruit businesses by developing industrial lands. The Dalles has a long history as a regional trade center and as a hub for river, rail, and road transportation. Located in the Columbia River Gorge, The Dalles is an ideal location that offers both a rural setting and the convenience of modern infrastructure. The Port district is approximately 425,000 square acres covering the northern third of Wasco County. Borders of the district are Deschutes River in the east, the Hood River County line in the west, and Tygh Ridge in the South. Although the Port’s hub of activity is The Dalles, the Port serves the entire district and Mid-Columbia region through various economic development projects and collaborations.

The Dalles Marina is located on the Columbia River at River Mile Post 190 in the community of The Dalles, Oregon. The Port owns the Marina. The Marina is adjacent to Riverfront Park where the public can access the nearly 10-mile-long Riverfront Trail, swim at the beach area, or rent kayaks, stand-up paddle boards, water bikes and land bikes, among other recreational equipment. The Marina features moorage for all types of vessels with drafts up to 14 feet (in most areas). Moorage is available for both boat houses and open moorage for power and sail vessels. Below is an aerial photo of the marina prior to the fire.



The fingers are labeled from right to left A, B, C and D. Finger D is the left-most finger.

On July 3, 2021, prior to midnight, a fire occurred on Finger D. The aftermath of the fire is pictured below.



The fire burned 8 boat houses and their contents to the waterline, burned 5 boats, 4 of which sunk, and of which 3 boats remain sunk. The sunken boats are believed to contain fuel and oil. The destruction of the boat houses has caused burned construction materials and household materials, including plastics, cleaning products, paint/stains, boat maintenance chemicals, batteries, gasoline, and damaged fuel containers, to fall into the waters of the Marina.

On July 8, 2021, the Port received a letter from Oregon DEQ. The letter demanded that the Port “continue all containment and cleanup action possible to prevent the spread of the spill to public waters, groundwater or soils beyond the original spill site.” (Copy Attached)

The Port retained US Ecology to provide the initial containment. While US Ecology has completed its initial containment, its ongoing containment measures are costing the Port approximately \$6000 per day. DEQ is requiring the Port to keep US Ecology on site until the Marina is cleaned. Sunken vessels, with their oil and fuel, remain on the bottom of the Marina. Burnt construction materials from the boat houses and their pre-fire contents continue to be in the waters of the Marina and on the floor of the Marina.

There are currently 5 displaced tenants due to the fire.

The Port has informally solicited a proposal from Northwest Marine Consultants, LLC to coordinate the debris removal/pollutant cleanup on behalf of the Port, with site visits during cleanup, and coordinating with any and all state, local or federal agencies. (Copy Attached)

The Port has informally solicited quotes from JT Marine, Inc. and Associate Underwater Services. (Copies Attached) They both propose the use of a crane barge and divers to remove the boat houses and boats. While not formatted the same, the pricing appears to be comparable. A factor in selecting the contractor is the available start date as each additional day until cleanup is started/completed is costing the Port a substantial amount in daily containment costs.

3. Findings - Emergency

The Port hereby declares that emergency circumstances exist that require prompt execution of a public contract for emergency consulting and cleanup, salvage and disposal work. The fire has caused an emergency condition that resulted in the release of petroleum products and other materials into the waters of the Marina (the "Release"). The continued presence of these substances requires an immediate response and cleanup action by the Port.

The emergency caused by the fire requires the Port to immediately procure the services of a qualified consultant to act as the Port's representative in evaluating the scope of cleanup, salvaging and disposal of potential sources of the Release. The qualified consultant will also act as the Port's representative in administering the contractor selected to perform the cleanup, salvaging and disposal and assist the Port in coordinating with all of the involved and interested agencies.

The emergency caused by the fire requires the Port to immediately procure the services of a qualified contractor to perform the cleanup, salvaging and disposal of the potential sources of the Release. Since pricing appears comparable, the contractor that is able to begin sooner will be selected, as the earlier start/completion saves the Port substantial ongoing containment costs.

Immediately contracting with the consultant and contractor are imperative to prevent any further releases, to quickly cleanup the Marina, to protect nearby recreational locations and activities, to protect public health, to end as quickly as possible the substantial daily costs of containment, to preserve the Port's limited financial resources, and to reinstall the tenants as quickly as possible to their leased locations.

4. Findings – Oil Spill and Hazardous Material Clean Up

The Port finds that it may enter into public contracts for the consultant and contractor without competitive bidding because it has been ordered to clean up oil or hazardous waste pursuant to the authority granted the DEQ and this order necessitates the prompt establishment and performance of the contracts in order to comply with the statutes regarding spill or release of oil or hazardous materials. DEQ has ordered the Port to "continue all containment and cleanup actions possible to prevent the spread of the spill to public waters, groundwater or soils beyond the original spill site." OAR 340-142-0030 requires that the "person owning or having control over the oil or hazardous material" must "undertake every reasonable method to stop the spill and contain the oil or hazardous materials," "arrange for properly trained and equipped personnel or contractor to stop any continuing release and manage the specific material spilled," and "must clean up the spill or release, and take steps to mitigate any threatened spill or release of oil or hazardous materials."

5. Findings - Competition

In order to ensure as much competition as possible in the limited time available, the Port will use the following process to maximize competition:

- The Port has located a consultant with the specialized experience to assist the Port to comply with its obligations. Since getting the consultant on-board is imperative to quickly move forward with resolving the emergency circumstances, the Port will directly appoint Northwest Marine Consultants, LLC to coordinate the debris removal/pollutant cleanup on behalf of the Port, with site visits during cleanup, and coordinating with any and all state, local or federal agencies. The Port will directly negotiate with the consultant on the terms of the contract.
- The Port has already informally solicited proposals from two experienced contractors capable of performing the cleanup, salvage and disposal.
- Based on the contractors' availability to start the work, and since cost and experience appear to be comparable, the Port will select the contractor who is deemed best able to timely start and complete the required emergency work in an economical manner. Availability to timely start and complete is the most important factor due to the emergency nature of the work and the substantial daily containments costs being incurred by the Port.
- The Port will negotiate directly with the selected contractor.



Oregon

Kate Brown, Governor

Department of Environmental Quality
Agency Headquarters
700 NE Multnomah Street, Suite 600
Portland, OR 97232
(503) 229-5696
FAX (503) 229-6124
TTY 711

July 8, 2021

Andrea Klaas
Port of The Dalles
3636 Klindt Drive
The Dalles, Oregon 97058

Re: Boathouse Fire Petroleum Spill
OERS No. 2021-1761

Dear Ms. Klaas:

On July 4, 2021, the Department of Environmental Quality (DEQ) received a report of a boathouse fire resulting in petroleum releases from damaged vessels at The Dalles Marina in The Dalles, Oregon. The information received indicates that you represent the facility. Therefore, we request that you take and/or continue all containment and cleanup actions possible to prevent the spread of the spill to public waters, groundwater or soils beyond the original spill site.

In accordance with Oregon Administrative Rules (OAR) 340-142-0090 (copy attached), you are required to submit a written report describing the spill and subsequent clean-up efforts. Enclosed is a spill report form for your reference. Please submit all the necessary documentation for review no later than August 9, 2021. Should you require additional time to submit your report during the emerging COVID-19 pandemic, you may negotiate an extension by contacting the state on-scene coordinator, listed below. Mail hard copies to:

Charles Kennedy, DEQ, 475 NE Bellevue Dr., Suite 110, Bend, Oregon 97701.

If you prefer, you may send electronic files to DOSPILLS@deq.state.or.us and cc the state on-scene coordinator: Charles.Kennedy@deq.state.or.us. E-mails submitted to DEQ must be less than 8 MB each. Larger reports may need to be broken into multiple documents and/or e-mails. To ensure proper tracking, please include the OERS number on all documentation.

Responsible parties are required to pay costs incurred by DEQ for oversight of the investigation and cleanup of the spill or release (Oregon Revised Statutes 465.255). DEQ oversight includes direct and indirect costs. Direct costs include site-specific and legal expenses. Indirect costs are those general management and support costs of the DEQ allocable to oversee this cleanup and not charged as direct, site-specific costs.

If you have any questions about this request, please contact Charles Kennedy at (541) 650-2326.

Sincerely,

Wesley C. Risher
Emergency Response Program Acting Manager
Oregon Department of Environmental Quality

Enclosures: OAR 340-142
Spill Report Outline (Form)
OERS Report
Spills Factsheet



NORTHWEST MARITIME CONSULTANTS, LLC

www.nwmaritime.com

Proposal for Project Management Port of The Dalles

Wednesday, August 18, 2021

To: Mike Hackbart
Senior Claims Consultant - Property & Casualty Dept.
S | D | A | O
Administrators for SDIS and PACE
Direct: 503.620.6201 | Cell: 503.724.5254

Dear Mr. Hackbart,

Northwest Maritime Consultants, LLC (NMC) is pleased to make the following proposal for project management services for, "The Port of the Dalles," Dalles Oregon.

The duties as described are to coordinate the debris removal/pollutant cleanup on behalf of the Port, with limited site visits, working from a home office located in Puyallup, Washington, and coordinating with the Port Director, Port Manager and any and all state, local and federal agencies.

Consulting Fee Schedule 2021 **Standard Rate**

Marine Consultant/Surveyor \$240.00 per hour.
Robert Mester has agreed to a daily Onsite Rate (8 hours) of \$750.00 (\$93.75 per hour).

Travel time at standard rate unless a specific mobilization and demobilization fee is determined.

All third party charges are billed at cost plus 20% plus any overtime rates.

Overtime Rate

Overtime rates apply after 8 hours.
Time and a half after 8 hours during weekdays.

Double time on weekends up to 8 hours per day.
Triple time on weekends after 8 hours for that day.

Expenses are paid in addition to listed fees, marked up 20% unless prior arrangement is made with client.

Invoicing is to be remitted to:

Northwest Maritime Consultants, L.L.C.
14210 80th Street East
Puyallup, WA 98372

Tax I.D. Number 41-2122815

Without disclosure of the previous communications, state and other agencies notifications and without review of all contractor's proposals, it is impossible to predict the time needed to accomplish duties as described: to coordinate the debris removal/pollutant cleanup on behalf of the Port, with limited site visits, working from a home office located in Puyallup, Washington, and coordinating with Port Director, Port Manager and any and all state, local and federal agencies.

With some research I feel that a reasonable, but not an exorbitant amount of time, will be needed to complete the debris removal/pollutant cleanup. Review of competing bids and hiring proper contractors should bring this event to a conclusion in a reasonable time with responsible controls on costs.

We are already under contracts with Port of Kalama and Port of Tacoma, providing all insurance requirements. All insurances requirements will be provided at limits you advise based upon your needs.

Please do not hesitate to call me with any questions or directions.

Kind regards,

Robert Mester





The Dalles Marina Salvage Proposal

JT Marine, Inc.
2501 SE Hidden Way
Vancouver, WA 98661
Mailing: PO Box 61648
Vancouver WA 98666-1648
Phone (360) 750-1300 / Fax (360) 694-5539
E-Mail: Timo@jtmarineinc.com
OR:194829 / WA:JTMARMI902QD

To: Port of The Dalles
Job: Port of the Dalles Marina Fire Salvage

Date: 7/8/2021

Job Location: The Dalles, OR
Applicable Drawings: None

WORK SCOPE:

JT Marine, Inc. (JTM) presents the following proposal to facilitate the removal of eight boat houses and four sunken vessels destroyed at The Dalles Marina.

If selected for this project, JTM will mobilize a crane barge, a material barge, and a small tugboat to assist as needed. We will work with Crux Diving to provide dive support, and US Ecology to provide environmental services, as well as cradle to grave waste management.

Our dive team will secure rigging for our crane barge so that we can raise each vessel and lift them into drop boxes. They will also provide a post project dive video of the riverbed to confirm that all debris has been removed.

Our environmental team will be standing by with HAZWOPER trained and certified responders throughout the salvage to remediate any residual fuel and hazardous materials in the vessels and structures, and to ensure compliance with all local, state, and federal regulations.

We intend to load empty drop boxes onto a material barge at the public boat ramp adjacent to The Dalles Marina and/or at JTM in Vancouver, WA. Full drop boxes will be staged in the parking lot of The Dalles Marina throughout the salvage evolution while they await transportation to a landfill.

JTM crew included with this proposal:

- Four crew to assist with material handling and disposal efforts.
- Crane operator and oiler.



QUALIFICATIONS:

1. Operators will be qualified and certified.
2. This proposal represents only those items and quantities in the "Work Scope" attached.

EXCLUSIONS:

1. All items not specifically noted in the "Work Scope" list.
2. Costs for sales and/or use taxes (federal, state, county or municipal) bonds, permits, "all risk" insurance or liquidated damages.
3. Analytical testing for hazardous material, hazardous material handling, disposal or abatement. If applicable, disposal prices contained herein are contingent upon the receipt of a signed waste profile sheet from the generator and acceptance of the waste by the designated disposal facility.
4. JT Marine will have free and ready access to the work site and a staging area for the equipment and materials.



PRICE:

All pricing is assuming a 10-hour day, 7 days a week.

Mobilization & Demobilization of Crane Barge & Small Tug	\$38,000
Crane Barge Services (per day)	\$17,566
Crane Barge Daily Rate (10 hours)	\$8,286
Tug Boat Daily Rate (10 hours)	\$500
Excavator (10 hours)	\$410
Four Man Crew (10 hours)	\$7,440
Per Diem	\$930
Diving Services (per day)	\$5,865
Diving Mobilization & Demobilization (each)	\$4,140
Environmental Services (per day)	\$19,840
Includes: Boom Rental (per ft per day)	\$1
Environmental Services Demobilization:	\$13,138
Removal of Dock & Fingers	TBD Upon Examination
Material Barge (per day)	\$500
Disposal (per ton)	\$51.64

We estimate that each boat house will take one day to fully remove, and that each vessel will take 4 hours to remove. Disposal cost would be added after the fact.



Terms:

As per the JT Marine standard terms and conditions of service (check and attach all that apply) incorporated into the Contract by this reference:

JT Marine Services Agreement – Custom Crane Service – applicable to mobile crane and mobile drydock service.

JT Marine’s applicable service terms and conditions are incorporated into this proposal by reference and may not be changed except by a subsequent writing signed by JT Marine’s president. JT Marine expressly rejects any Customer terms and conditions even if they are referenced in Customer’s bid request.

Please note that marine transport and waterborne aspects of this proposal, if applicable, are subject to all insurance requirements identified within JT Marine Agreements referenced above. Which include, but may not be limited to: Hull & Machinery, Charterer Legal Liability, 1st Party Property, Marine/Commercial General Liability, Workers Compensation including USL&H and Contractor’s Pollution.

JT Marine, Inc.

Authorized Signature

Acceptance:

Customer acknowledges and agrees to the contents of this Proposal, the attached Agreements (Attachment A), and the incorporated service Terms and Conditions (together, the “Contract”). This Agreement will become a binding contract when Customer confirms or accepts this Proposal or Customer begins performance at Customer’s request. This Contract supersedes and replaces all prior and contemporaneous oral and written agreements and understandings related to the Proposal and Work Scope.

Customer name: _____

Authorized signature: _____

Title: _____

Date: _____



AUS

ASSOCIATED UNDERWATER SERVICES

**A Proposal Prepared For:
Redshield Insurance
The Dalles Marina Cleanup.
Michael@AUSDiving.com
206-948-3942 Mobile**

Tuesday, July 6, 2021

Redshield Insurance

Re: The Dalles Marina Cleanup.

Associated Underwater Services (AUS) is pleased to provide you with the following proposal for The Dalles Marina Cleanup. AUS will provide a five-person crew consisting of a three person dive crew and two pilebuck crew for environmental clean-up, salvage of vessels damaged by the fire at The Dalles Marina. In addition to the diving crews AUS will provide a three-person derrick barge crew. AUS will provide a Manitowoc 4000 crane barge with an operator, oiler and deckhand. A tugboat will move the derrick barge in and around the marina. A fully environmentally contained materials barge will house all the debris removed. AUS has estimated that it will take up to 1,100 foot of containment boom to contain and prevent further environmental damage to the ecosystem.



Pricing:

Task	Description	Total
Mobe and Demobe of Crane Barge	Mobe and Demobe – Crane barge from Portland area to The Dalles and return to Portland area. Per trip	\$ 58,800.00
Mobe and Demobe of Diving Crews	Mobe and Demobe – Diving crews, Labor and Equipment. Per trip, round trip	\$ 4,900.00
Crane Barge Services		
Crane Barge Services	Crane Barge Services – Labor, Equipment and Consumables 10 Hour Days	\$ 12,550.00
Diving Services		
Diving Services 4 Hours	Diving Services – Labor and Equipment, 4 Hours Monday thru Friday	\$ 4,225.00

Diving Services 6 Hours	Diving Services – Labor and Equipment, 6 Hours Monday thru Friday	\$ 6,200.00
Diving Services 8 Hours	Diving Services – Labor and Equipment, 8 Hours Monday thru Friday	\$ 7,100.00
Diving Services 10 Hours	Diving Services – Labor and Equipment, 10 Hours Monday thru Friday	\$ 8,550.00
Booming / Environmental		
Boom	Boom – Environmental / Oil Spill Containment Boom Per Foot, Per Day	\$ 1.00 Ft/Day

Estimated Schedule:

- Overall schedule TBD by Redshield Insurance
- Salvage of vessels and floating debris – estimated at 5-6 days
- Removal of dock, finger and burnt pile caps – estimated at 2 days
- Disposal of debris at The Dalles and or Umatilla – estimated at 2 days

- **Estimated Mobe and Demobe Total - \$ 63,700.00**
- **Estimated - Clean-up – 21-3658896 - \$ 21,100.00 (< One Day)**
- - 21-3658897 - \$ 21,100.00 (< One Day)
- - 21-3658899 - \$ 21,100.00 (< One Day)
- - 21-3658898 - \$ 21,100.00 (< One Day)
- **Estimated - All Houses - \$ 126,600.00 (Approximately 5-6 Days)**
- **Estimated - Houses not insured by Redshield - \$ 21,100 each (< One Day)**
- **Estimated – Removal of Docks and Fingers - \$ 25,100.00 (Two Days)**
- **Estimated Derrick Barge Services for Disposal – TBD (Two-Three Days to Offload)**
- **Boom – Estimated at 1,100 feet x 8 Days = \$ 8,880.00 (Environmental)**

Includes:

- All diving related diving submittals (Dive plan, AHA/JHA an EMP)
- Shop mobilization and demobilization
- Five-person, OSHA / OR-OSHA / ADCI Approved, surface supplied air diving crew
- All surface supplied air diving equipment (compressors, hoses, HP air, filters, volume tanks and topside communications)
- Crew vehicle(s)
- Diving Vessel 20-26 foot Aluminum
- Underwater Video – Digital, color, recordable in DVD or USB format
- Underwater welding and burning package (brought as a precaution)
- Hydraulic tooling with HPU, leads and chainsaw
- Salvage package – lift bags, pumps and compressors
- All required diving safety equipment
- 3 Person derrick barge crew consisting of an operator, oiler and deckhand
- Materials barge – 100% environmentally contained (leak proof)
- Tug boat to move derrick at site
- Sufficient fuel for the job
- Sanitary Facilities
- Federally Required - USLH /Jones Act workers compensation insurances for work on navigational waterways

Excludes:

- All Permanent Materials (unless specifically quoted)

- Turbidity monitoring and controls
- Marine mammal and endangered species monitoring
- Bonding (bid, performance & payment)
 - If required, please add 1.25% to aggregate contract sum
- Builders Risk, Railroad and Airplane Insurances
- Professional Liability / Errors and Omissions Insurances over 1M per occurrence
- Pollution Insurances over 3M per occurrence, 6M aggregate
- Engineering
- Surveying (PLS) and Layouts
- Permitting
- Utility Locates and disconnects
- Special Inspections and Testing
- Sales Taxes, Tariffs and Fees
- Liquidated Damages
- Jobsite illumination (for work prior to sunrise and at dusk / night)
- Disposal of Debris and Used Construction Materials – TBD and is not included in this proposal
- Site Access (Redshield Insurance to provide safe access to and from the jobsite – unless specifically quoted)

Notes:

- .
- Pricing is based on Terms – Net 30 upon receipt, 1.5% (18% APR) on invoices over 30 days
- Proposal is based upon a mutually agreeable contract
- Consumables at Cost + 10% (underwater burning consumables, i.e., Broco rods and oxygen)
- This proposal is to become part of the contract and be attached via exhibit or addendum, NO exceptions
- Pricing is good for 60 days from the date of proposal and if acceptance is not given within this timeframe this proposal shall become null and void
- This is a time and materials quote, actual hours may vary from estimated
- For diving services, time and material quotes will be billed at a minimum of four hours, anything over four hours will be billed in two hour increments up to eight hours and then hourly thereafter.
- Crane barge services will be billed by the day
- Standard work days are Monday thru Friday and shall be restricted between the hours of 05:00 and 18:00, NO Weekends and or Holidays, unless specifically quoted
- Water depth is assumed to be less than 30 feet of sea/fresh water, tides inclusive and altitude corrected
- Unless otherwise noted one diver will be allowed wet in a 4 to 6-hour period, two divers wet in an 8 to 10 hour period and three divers wet in a 12 hour period.
- Additional work not listed above will be performed on a time and materials basis, please ask for time and material rates, if not provided
- Diving and decompression will be in accordance with the US Navy Dive Manual, Revision 7
- All diving will be performed in accordance to the following regulations, when applicable: Washington -WAC 296-37; OR-OSHA 1910, Subpart T; Federal OSHA 1910, Subpart T; Cal OSHA Subchapter 7, Group 26, Article 153; Association of Diving Contractors International – Consensus Standards, Revision 6.2; USACE Projects, EM-385-1-1; USBR RSHS Section 29; Associated Underwater Services – Safety and Health Manual, Revision 2018
- All diving operations will be performed pursuant to the local union regulations
- Call outs after 17:00 PST will be billed at time and a half

- Work performed over 8 hours will be require subsistence and lodging for and overnights stay if more than 90 miles from main office or if ferry transport is needed
- **CONFIDENTIALITY** – This proposal may contain protected information pertaining to sensitive, financial, commercial, or proprietary business information and/or the security of AUS. Except by parties designated by AUS in writing this proposal or any information contained herein shall not be forwarded, copied, faxed, emailed or transferred to any party other than the designated party.

Thank you for the opportunity to be of service. Please feel free to contact me 24/7/365 at the below listed number should you have any questions and or comments.

Regards,



Michael J. Eakin
Sr. Estimator / Business Development
michael@ausdiving.com
206-948-3942 (M)

CERTIFICATIONS:

National WOSB (Woman Owned Small Business) – WOSB191544
National WBE (Woman Business Enterprise) – WBE1901934
California State Clearinghouse (WBE) – VON#19001120
Idaho State - Disadvantaged Business Enterprise (DBE) - 20312427
Oregon State - Disadvantaged Business Enterprise (DBE) - 12916
Washington State - Disadvantaged Business Enterprise (DBE) – D2F0024066
Washington State – Woman Business Enterprise (WBE) – W2F0024066



Table 9-7. No-Decompression Limits and Repetitive Group Designators for No-Decompression Air Dives

Depth (fsw)	No-Stop Limit	Repetitive Group Designation															
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Z
10	Unlimited	57	101	158	245	426	*										
15	Unlimited	36	60	88	121	163	217	297	449	*							
20	Unlimited	26	43	61	82	106	133	165	205	256	330	461	*				
25	1102	20	33	47	62	78	97	117	140	166	196	236	285	354	469	992	1102
30	371	17	27	38	50	62	76	91	107	125	145	167	193	223	260	307	371
35	232	14	23	32	42	52	63	74	87	100	115	131	148	168	190	215	232
40	163	12	20	27	36	44	53	63	73	84	95	108	121	135	151	163	
45	125	11	17	24	31	39	46	55	63	72	82	92	102	114	125		
50	92	9	15	21	28	34	41	48	56	63	71	80	89	92			
55	74	8	14	19	25	31	37	43	50	56	63	71	74				
60	63	7	12	17	22	28	33	39	45	51	57	63					
70	48	6	10	14	19	23	28	32	37	42	47	48					
80	39	5	9	12	16	20	24	28	32	36	39						
90	33	4	7	11	14	17	21	24	28	31	33						
100	25	4	6	9	12	15	18	21	25								
110	20	3	6	8	11	14	16	19	20								
120	15	3	5	7	10	12	15										
130	12	2	4	6	9	11	12										
140	10	2	4	6	8	10											
150	8		3	5	7	8											
160	7		3	5	6	7											
170	6			4	6												
180	6			4	5	6											
190	5			3	5												

* Highest repetitive group that can be achieved at this depth regardless of bottom time

ACCEPTANCE OF PRICING

Associated Underwater Services (AUS) request written acceptance of this proposal within 60 days of the date of this proposal. If written acceptance is not given this proposal shall become null and void.

Date Proposed: Tuesday, July 6, 2021

Project: The Dalles Marina Cleanup.

Re: Redshield Insurance

Authorization:

Name: _____

Company: Redshield Insurance

Title: _____

Signature: _____

Date: _____

Name: Michael J. Eakin

Company: Associated Underwater Services, Inc. (AUS)

Title: Senior Estimator / Business Development

Signature: 

Date: Tuesday, July 6, 2021



Why Use an ADCI Member Company?

An ADCI General Member has agreed in writing to adhere to all applicable regulatory provisions, and to adhere to the ADCI International Consensus Standards for Commercial Diving and Underwater Operations that, in some cases, is more stringent than those of national regulatory bodies.

An ADCI Associate Member is one who fully understands the manning requirements, equipment needs, and safety criteria related to the conduct of underwater activity and is able to provide guidance and assistance in the evaluation and preparation of bid specifications.

Why should I use the services of an ADCI General Member company over one who is not a member?

This Member is one who has pledged in writing to foster safety in all areas of activities; to comply with all applicable ADCI International standards; to maintain high standards with regard to business ethics, employee relations, customer relations and the public image of the underwater industry.

The ADCI General Member has committed to employ only fully trained and experienced commercial diving personnel who are graduates of an accredited program of education. That individual will have received an education, and then on-the-job training, and has been determined by the employer as competent to conduct the underwater operations necessary to successful accomplishment of the intended task. The ADCI General Member has also accepted the requirements of the ADCI Audit Program; a procedure intended to evaluate whether the company is able to fully meet the requirements of the ADCI Consensus Standards.

The ADCI Member is fully aware of the requirement for maintaining adequate insurance coverage to protect not only his own interests, but also the interests of the contracting party. The Association has arranged for members to have available to them an attractive Worker's Compensation Insurance Program at advantageous rates. Information on this program is available at this web site.

The ADCI Member has pledged to utilize equipment which fully conforms to the requirements of the various regulations under which operations will be conducted and will be able to demonstrate that required tests and inspections have been conducted.

Associated Underwater Services, Inc. is proud to be an ADCI (<https://www.adc-int.org/>) member company in good standing.



ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

ASSOCIATED UNDERWATER SERVICES, INC.

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR
SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2021

MEMBER # 2085

Phil Newsuro
Phil Newsuro
Executive Director



WWW.ADC-INT.ORG



AGC
INLAND NORTHWEST CHAPTER
THE CONSTRUCTION ASSOCIATION

Safety Award

FOR EXCELLENCE IN SAFETY

PRESENTED TO

ASSOCIATED UNDERWATER SERVICES, INC.

ASSOCIATE | SPECIALTY - ZERO INCIDENT RATE

2019