

**PORT OF NEWPORT SPECIAL COMMISSION MEETING**

Thursday, October 10, 2024, 2:00 p.m.

Administration Building

600 SE Bay Blvd.

Newport, OR 97365

*This will be a hybrid meeting, which means you can attend in-person, or you can view the livestream of this meeting on our website: <https://www.portofnewport.com/2024-10-10-commission-meetings-2024-october-10-2024-2-00-p-m>*

*Anyone interested in making virtual public comment must complete the form on our website and submit it by 11:00 a.m. on Wednesday, October 9, 2024: <https://www.portofnewport.com/2024-10-10-commission-meetings-2024-october-10-2024-2-00-p-m>*

**I. Call to Order**

**II. Changes to the Agenda**

**III. Public Comment (3-minute limit per person)**

**IV. Old Business**

- A. Approval of Sale of 30-ton NIT Crane for \$120,000 – *Bretz*.....Page 2
- B. Authorization of a Contract with Bergerson for Emergency Repairs at Port Dock 5 – *Bretz*.....Page 6

**V. Adjournment**



## **OLD BUSINESS ITEM**

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**DATE:** October 7, 2024  
**RE:** Sale of Grove RT-530E Crane  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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### **BACKGROUND**

In December, 2023 the Port Commission declared the Grove RT-530E crane at the International Terminal to be excess property. The crane was then listed for sale, and we have been seeking a price of \$120K for the used crane.

### **DETAIL**

We heard from a few interested parties since the crane has been listed, but none have made a written offer to purchase the crane. Kevin Hill Marine offered \$120K in writing last week to purchase the crane as is.

Attached are the sale documents that were prepared by the Port's lawyer.

### **BUDGET IMPACTS**

We budgeted to sell the crane this year.

### **RECOMMENDATION**

I MOVE TO APPROVE THE SALE OF THE GROVE RT-530E TO KEVIN HILL MARINE FOR THE PRICE OF \$120K TO BE EXECUTED UNDER THE TERMS AND CONDITIONS ATTACHED.



## TERMS AND CONDITIONS FOR THE SALE OF USED CRANE

These Terms and Conditions for the Sale of a Used Crane ("Terms and Conditions") govern the purchase by Buyer of the used crane owned by Seller the Port of Newport. Buyer and Seller are hereinafter each a "Party" and collectively the "Parties."

In accordance with these Terms and Conditions, the Port of Newport (Seller) identified in the Bill of Sale ("BoS"), into which these terms are incorporated by reference therein, agrees to sell, assign, and transfer to Buyer and Buyer agrees to purchase and accept from Seller all of Seller's right, title and interest in and to the used crane ("Crane") described in the BoS at the purchase price contained therein. Unless otherwise expressly stated in the BoS, the purchase price does not include federal, state or local sales, duties, use or excise taxes. In addition to payment of the purchase price, a delivery charge (if applicable) and other payments as specified in the BoS, Buyer shall be responsible for, and shall pay, any and all applicable taxes due in connection with the sale of the Crane. Upon transfer of possession, Seller shall transfer title to the Crane to Buyer together with any other documentation necessary to effectuate transfer.

Buyer acknowledges and agrees that: (A) Buyer is acquiring the Crane on the basis of its own investigation of the physical condition, its value, capacities and Buyer's intended use thereof, and assumes the risk that adverse conditions may not be revealed by Buyer's investigation; (B) it is the Buyer's responsibility to provide and/or install proper safety devices and equipment to meet all government safety standards; and (C) each Party's remedies and liabilities are limited to those provided herein. Buyer is acquiring the Equipment "AS IS, WHERE IS, WITH ALL FAULTS" THERE BEING NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES BY SELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE, DESIGN OR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WHICH SELLER HEREBY DISCLAIMS.

To the fullest extent permitted by law, Buyer shall indemnify, defend and hold harmless Seller and its respective commissioners, directors, officers, managers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense, penalty, violation, fine, lien, award or judgment, including attorney's fees and court costs, arising out of or related to any claim, demand, suit or legal action or proceeding of any nature, including without limitation personal injury and/or property damage made upon or against the Seller, or otherwise arises under or is related, directly or indirectly, to (A) Buyer's possession, use, ownership, operation, custody, maintenance, repair, delivery, handling or transportation of the Crane, (B) any other action or omission of Buyer, and/or (C) Buyer's violation of any applicable statutes, regulations, rules, codes, ordinances and orders of lawfully constituted authorities, including without limitation regulations promulgated by the Occupational Safety & Health Administration, as may be amended from time to time. The provisions of this Section shall survive the termination of this agreement.

This Agreement shall be construed under and enforced in accordance with the laws of the State of Oregon. Buyer agrees that exclusive jurisdiction to bring and maintain any action or proceeding arising out of or related to this Agreement shall be brought in Lincoln County, Oregon, or in the United States District Court, Eugene, Oregon. Any provision of this Agreement that conflicts with any statute or rule of law in any jurisdiction wherein it may be sought to be enforced, or that is otherwise deemed to be invalid and/or unenforceable, shall not operate to invalidate the remaining provisions hereof.

Buyer's purchase order, these Terms and Conditions and the Bill of Sale, constitutes the entire agreement between the Parties with respect to the sale of the Crane and supersedes all prior discussions, negotiations, representations, agreements, whether oral or in writing, between the Parties relating to the subject matter. The entire Agreement shall not be subject to amendment or modification except by a writing, signed on behalf of the Parties by their authorized representatives, and making specific reference to the entire Agreement and the amendment thereof. No representation of any kind has been made by either Party to induce making or signing these terms and conditions except as set forth herein. If Buyer issues a purchase order or other contract document in connection with Buyer's purchase of the Crane, Buyer specifically acknowledges and agrees that all terms and conditions contained in such purchase order or contract shall be deemed deleted in their entirety and without any effect, the same being disclaimed and rejected by Seller, and shall have no effect, regardless of whether such document (A) was provided to Seller prior to Seller's performance or delivery; (B) provides that the terms and conditions contained therein shall supersede or otherwise prevail over the provisions contained in any other document offered by Seller; (C) provides that Buyer rejects or otherwise disavows any terms and conditions not contained within said document; (D) provides that performance on the part of Seller constitutes acceptance of the terms contained in said document; and/or (E) states that the Parties' entire agreement and understanding has been incorporated and integrated into said document. These terms and conditions constitutes an offer by Seller and acceptance is strictly limited to the terms herein without modification or amendment. In the event these terms and conditions have been tendered to Buyer for execution, but have not been signed by Buyer or its representative, acceptance of the Crane by Buyer or its representative shall constitute Buyer's performance under, and acceptance of the entire Agreement and these Terms and Conditions. No prior course of dealing between the Parties, and no usage of trade, shall be relevant to supplement or explain any term contained in the Agreement or in these Terms and Conditions.

DATED: \_\_\_\_\_, \_\_\_\_\_

SELLER:

BUYER:

By: \_\_\_\_\_

By: \_\_\_\_\_



## **OLD BUSINESS ITEM**

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**DATE:** October 7, 2024  
**RE:** Authorization for Emergency Repairs, Port Dock 5  
**TO:** Paula Miranda, General Manager  
**ISSUED BY:** Aaron Bretz, Director of Operations

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### **BACKGROUND**

Several weeks ago, F/V WESTERN HUNTER had an allision with Port Dock 5. As a result, six pilings were broken on PD 5A, several waterlines were broken, whalers and rub boards were damaged on PD 5X, and through rods were also bend on the docks.

Additionally, the new gangway was knocked out of alignment on the landing float, and the connections to the adjacent docks were broken.

### **DETAIL**

The extent of the damages observed so far are included in the attached scope and quote for the repairs as well as damages listed and documented by the Port of Newport to the water and electrical system at Port Dock 5.

The quote attached does not include the cost associated with work already performed by staff, but that information has been recorded and will be turned in to our insurance company. An adjuster for our insurance agent has already been on site to observe conditions.

I am requesting to sole source this work to expedite the repairs, which need to be made to return the slips taken out of service to boats that should be moored in that location. Additionally, we need to get the dock back in working order as the marina begins to fill up with crab season approaching.

2024-08-20 04:43:35 PM | Dock 5 ramp





### **BUDGET IMPACTS**

These repairs were not budgeted but will be reimbursed by our insurance company as we complete repairs.

### **RECOMMENDATION**

"I MOVE TO APPROVE THE EXECUTIVE DIRECTOR OR HER REPRESENTATIVE TO USE BERGERSON CONTSTRUCTION AS THE SOLE SOURCE CONTRACTOR FOR PD5 EMERGENCY REPAIRS UTILIZING THE ATTACHED SCOPE AND TO NEGOTIATE A CONTRACT NTE \$217K." (includes 15% contingency).



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September 20, 2024

Port of Newport  
 Attn: Aaron T. Bretz  
 600 SE Bay Blvd.  
 Newport, OR 97365  
[abretz@portofnewport.com](mailto:abretz@portofnewport.com)  
 PH: (541) 406-0217

Project: **Port of Newport – Port Dock 5 Emergency Repairs**

Bergerson Construction is pleased to provide this Quote for materials, equipment, labor and required insurance for the following scope of work:

<b>Mobilization/Demobilization</b>	<b>1 LS @</b>	<b>\$23,340</b>
<ul style="list-style-type: none"> <li>• Mobilize and demobilize crane barge and pile driving equipment</li> <li>• Pricing Based on work taking place while our crane barge is located in Yaquina Bay. If not, additional mobilization charges will apply.</li> <li>• Includes Pollution Control Plan and BMPs as required by permits.</li> </ul>		
<b>PD5 – Gangway Landing Float Repairs</b>	<b>1 LS</b>	<b>\$12,937</b>
<ul style="list-style-type: none"> <li>• Includes disconnecting Landing Float from Damaged Hinged Transition Plate and Picking Gangway to allow Landing Float to Reposition to original location.</li> <li>• Includes removing the damaged bolted transition plate from the Landing Float and adjacent concrete dock for fabrication repairs.</li> <li>• Includes Inspecting Steel Frame of Landing Float to ensure no structural damage to the float framing is evident. Includes removing and re-installing FRP Grating as necessary for inspection access.</li> <li>• Includes re-installing Hinged Connection Ramp to Steel Landing Float and Concrete Floating Dock once repaired. Includes new welded connections &amp; epoxy anchors.</li> </ul>		
<b>PD5 – A Floating Dock Repairs</b>	<b>1 LS</b>	<b>\$94,126</b>
<ul style="list-style-type: none"> <li>• Replace Timber Rub Strip 160 LF \$33/LF \$5,280           <ul style="list-style-type: none"> <li>○ Includes furnishing New 2x12 Treated Timber Rub Strip Material and Replacing existing damaged 2x12 Treated Timber Rub Strip located along the 4x12 Double Timber Waler.</li> </ul> </li> <li>• Replace Double Timber Waler 120 LF \$400/LF \$48,000           <ul style="list-style-type: none"> <li>○ Includes furnishing New 4x12 Treated Timber Waler Material and Replacing existing damaged Double 4x12 Treated Timber Waler.</li> <li>○ Includes furnishing and replacing approx. 160 EA ¾" dia x 137" Long Galv Thru-Rods required for the installation of the New Double 4x12 Waler.</li> </ul> </li> </ul>		



- Tighten Thru-Rods 1 LS \$3,160
  - Includes Tightening the remaining existing Thru-Rods on Float A to ensure the Timber Waler and Float Assembly is back working as an Assembly. Approx. 100 EA Thru-Rods on Float A will be Tightened.
- Replace Thru-Rods 100 EA \$189/EA \$18,900
  - Includes furnishing 100 EA New ¾" dia x 137" Long Galv Thru-Rods with Nuts and Washers for replacing existing Thru-Rods where corrosion prevents the existing Thru-Rods from being properly tightened.
- Replace Pile Hoops 2 EA \$7,500/EA \$15,000
  - Includes Furnishing 2 EA Fabricated Pile Frames for between concrete floats where damaged by vessel impact. Includes all timber and plywood infill and related hardware for installation.
- Check Electrical Connections 2 Shifts \$1,893/Shift \$3,786
  - Includes 2 EA 8-hour shifts of a Journeyman Electrician for inspecting electrical connections on Floating Dock A. No Materials for repairs are included. Any Damage identified during inspection will be brought to the attention of Port Maintenance and a direction of action will be determined.

**PD5 – B Floating Dock Repairs 1 LS \$58,760**

- Pull Broken Guide Pile 6 EA \$530/EA \$3,180
  - Includes pulling and disposing of the 6 EA 8" dia broken steel guide pile. It is assumed that the Pile will still be standing upon mobilization and that no diving will be required for removal.
- Reposition Dock B 1 LS \$1,580
  - Includes pulling Timber B Dock back into alignment with the Gangway Landing Float Prior to Guide Pile Installation. Includes Monitoring Utilities during float adjustment and coordinating with Port Staff.
- Modify Pile Hoops 6 EA \$1,140/EA \$6,840
  - Includes Modifying existing pile hoops to accommodate the New 10.75" dia Guide Pile. Includes relocating pile hoops and repairing timber decking if the steel pile stubs prevent installing the new guide pile in their original location.
- Install New Steel Guide Pile 6 EA \$7,360/EA \$44,160
  - Includes furnishing and installing 6 EA 10.75" dia x 0.500" wall Uncoated Steel Pipe Pile @ 60ft Long. No Coatings or Bird Caps are included in pricing. Pile to be installed utilizing vibratory driving.
- Repair Timber Decking 100 SF \$30/SF \$3,000
  - Includes furnishing 2x8 Treated Timber Decking material and fasteners for replacing approx. 100 SF of Timber Deck that was damaged. Includes disposal of the timber debris.

**Total Quote: \$189,163.00**

**Notes:**

- Schedule for this work is subject to Permits obtained by the Port of Newport, Material Lead Times and Bergerson Construction's other contractual commitments in Yaquina Bay.
- Current Lead Times for Treated Timber is approx. 7-10 Weeks from date of Order. We are still trying to find some material on the Ground for Use.
- Current Lead Times for Steel Pile is 5-8 days for Un-Coated Pile and 15-20 days for Galvanized Pile. The Top 40ft of the new guide pile can be Galvanized for an Additional Cost of \$5,000.
- Port of Newport will be responsible for relocating Vessels temporarily as needed to accommodate the work.
- The Gangway will need to be Temporarily out of service for a couple of hours to accommodate the Landing Float inspection. This will be coordinated with Port Maintenance Staff and kept as brief as possible.
- The price to replace one of the existing 10ft Wide x 8ft Long Concrete Float Modules from Bellingham Marine is approx. \$40,000 with a lead time of 20 weeks following approved submittals. No costs for purchasing a new 8x10 Float Module has been included in the quote pricing above. If Port determines that the existing concrete float was damage during vessel impact following dive survey and wants to proceed with purchasing new float, additional costs for purchasing the new concrete float will apply.

**EXCLUSIONS:**

- |                                     |                                |
|-------------------------------------|--------------------------------|
| 1. Engineering                      | 8. Weekend Work                |
| 2. Bond (Add 1.3% if required)      | 9. Overhead Obstructions       |
| 3. Utilities/Locates                | 10. Subsurface Obstructions    |
| 4. Diving                           | 11. Special Inspection/Testing |
| 5. Permits (unless otherwise noted) | 12. Access/Vessel Coordination |
| 6. Mammal and Acoustic Monitoring   | 13. Survey/Layout              |
| 7. Eelgrass and Shellfish Survey    |                                |

Thank you for the opportunity to provide this quote. Please feel free to contact me personally with any questions.

Adam Neahrng  
Estimator/Project Manager