

**PORT OF NEWPORT COMMISSION SPECIAL MEETING**

Monday, January 12, 2026

9:00 a.m.

Microsoft Teams

This will be a virtual meeting, which means you can view the livestream of this meeting at <https://www.portofnewport.com/2026-01-12-2026-commission-january-12-2026-9-00-a-m>

Anyone interested in making virtual public comment must complete the form on our website.

**I. Call to Order**

**II. Changes to the Agenda**

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

**IV. New Business**

A. Approval of Ballard Agreement for Sunken Vessel Removal – *Bretz* .....Page 2

**V. Adjournment**



## **NEW BUSINESS**

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**DATE:** January 12, 2026  
**RE:** Abandoned and Derelict Vessel Removal ECLIPSE  
**TO:** Paula Miranda, Executive Director  
**ISSUED BY:** Aaron Bretz, Director of Operations

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### **BACKGROUND**

ECLIPSE was one of the vessels that we listed as ready for removal from the Port of Newport. Sometime after our staff conducted regular rounds on the vessel on 24 DEC, and prior to 0800 25 DEC, the vessel took on significant water and sank at the dock. When the vessel was towed to our docks a couple years ago, it was out of fuel. At the time of the sinking, we made an NRC report and briefed the federal and state agencies on the state of the vessel. Last week, as the vessel shifted positions during ongoing tide activity, residual diesel was able to vent from the tanks, which created a sheen around the vessel. At this time, we determined that an accelerated effort would be required to mitigate hazards to the environment.

### **DETAIL**

The Port has solicited proposals to raise and tow the vessel to the Port of Toledo for disposal, but as of Friday morning when the sheen began showing, we only had one proposal, which was from Ballard (attached). To prevent a worsening situation, I recommend declaring an emergency to accept this proposal and the boat refloated and out of the water.

### **BUDGET IMPACTS**

Oregon Department of State Lands has expressed that they intend to fund this work and will follow up with an agreement early this week (attached email).

### **RECOMMENDATION**

I RECOMMEND A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HER DESIGNEE TO CONTRACT WITH BALLARD MARINE CONSTRUCTION NOT TO EXCEED \$100,000 FOR THE REMOVAL OF ECLIPSE FROM THE MARINA.

A Proposal Prepared For:

## **Eclipse Boat Salvage**

**Port of Newport**

**Bid Date: 1/6/2026**

Prepared By:

Ballard Marine Construction

Mike Szymczak

Michael.szymczak@ballardmc.com

866.782.6750

### **CONFIDENTIALITY**

This proposal, including pricing, contains confidential and proprietary information and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal for the specific project named above. The proposal and the information contained herein may be shared with Client’s customer, employees, consultants and agents only to the extent such entities and individuals have a need to know such information in connection with the Project and have been informed of the confidential and proprietary nature of the information. Client shall take all reasonable precautions to prevent disclosure of confidential and proprietary information to any other person or entity. In the event Client or third party uses any information in this proposal for purposes other than as stated above, Ballard Marine shall not be liable in any way relating to such use.



1/6/2026

Aaron Bretz  
600 SE Bay Boulevard  
Newport OR 97365  
Phone: (541) 265-7758  
[abretz@portofnewport.com](mailto:abretz@portofnewport.com)

RE: Eclipse Boat Salvage

Aaron Bretz

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the Eclipse Boat Salvage project as per your requested scope of work. Ballard personnel will comply with all local, state and federal rules and regulations applicable to the performance of our services.

Ballard looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

Ballard Marine Construction  
Mike Szymczak  
360-518-5858  
[Michael.szymczak@ballardmc.com](mailto:Michael.szymczak@ballardmc.com)

## ABOUT BALLARD

Ballard Marine Construction (Ballard) has been working in the heavy civil marine construction industry since the 1970s; providing complete infrastructure inspection, construction, rehabilitation, and maintenance solutions on projects worldwide since our inception. Ballard has always taken an innovative approach to offering highly technical heavy civil marine and underwater solutions to our local, national, and international clients in the power, transportation, environmental, water and wastewater, and industrial markets.

## PROJECT OVERVIEW

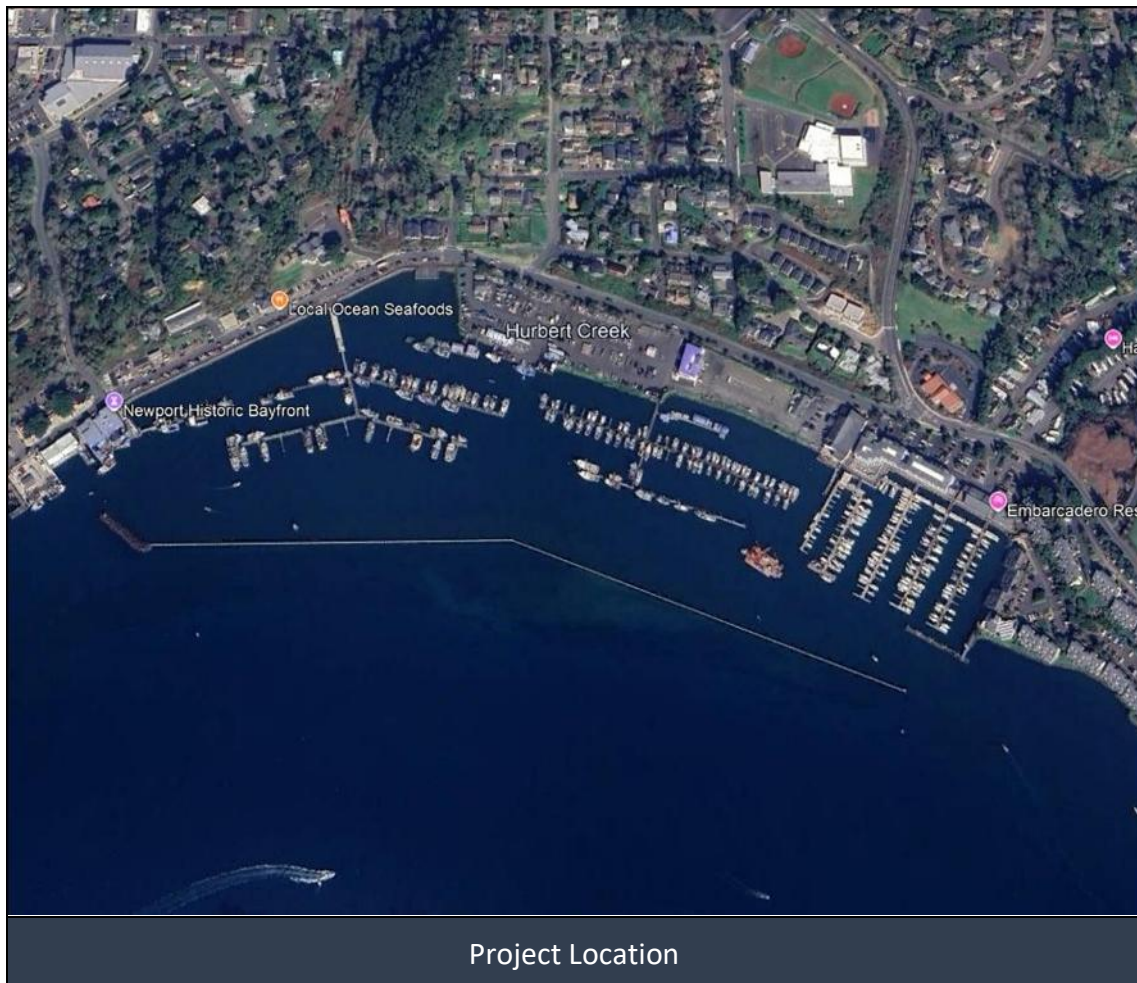
Ballard will provide a crew and marine equipment to perform the Eclipse Boat Salvage . This project is quoted as day rates.

Client: Port of Newport

Start Date: TBD

Location: Newport, OR

Duration (est.): 3-Days



## PROJECT PRICING SUMMARY

Ballard Marine Construction Pricing Summary				
Item	Description	Unit Cost	Units	Total
1	Mobilization & Demobilization <ul style="list-style-type: none"> <li>Per Occurrence</li> </ul>	\$23,500.00	LS	<b>\$23,500.00</b>
2	4-Man Dive Crew & Salvage Equipment <ul style="list-style-type: none"> <li>10-Hour Days</li> <li>2- Days to Raise &amp; patch the Eclipse</li> <li>1- Day to Tow Eclipse to the Port of Toledo Shipyard &amp; assist with haul-out</li> <li>Estimated 3-days to complete</li> <li>Actual day worked will be invoiced</li> </ul>	\$24,800.00	DR	<b>\$74,400.00</b>
3	4-Man Dive Crew & Equipment <ul style="list-style-type: none"> <li>1- Hour of Overtime</li> </ul>	\$1,225.00	Hourly	<b>\$.00</b>
4	Consumables, Materials, and Third-Party Services – Cost + 15%			
	Total Estimate:			<b>\$97,900.00</b>

### Pricing Notes:

- Mobilization Rate – applies during preparation and loading of all equipment and supplies require to perform the work, and during travel time to the Project site in preparation for initial setup.
- Working Day Rate(s) – apply from initial arrival of crew at the Project site and at all times crew is on site until work is completed, all equipment is loaded, and crew leaves the Project site.
- Standby Rate – applies at any time Client requires crew to stand by at an offsite location or near the Project site. Will be billed at a minimum of eight (8) hours per day/40 hours per week at each employee’s billable classification. Equipment will be billed at sixty percent (60%) of rate(s) shown above.
- Demobilization Rate – applies after completion of the work from the point equipment and crew leave the Project site, return to Ballard’s facility, and until all restocking of equipment is completed.

- Dive System Maintenance: when applicable, maintenance will be performed daily for up to one (1) hour, accruing up to eight (8) hours per project, and will not be considered down time.
- Other:
  - Consumables, materials, and third-party services required to complete the work will be billed at cost plus 15%.
  - Additional items will also be billed at cost plus 15%, including:
    - Additional Client requested services, equipment, or tooling (when available)
    - Mobilization of additional equipment, unless Ballard and Client agree Client will be directly responsible for mobilization
    - Welders provided by Ballard for any Client provided equipment
  - All work performed will be in accordance with working rules of applicable local union agreements, prevailing wage, and/or Davis Bacon requirements.

*Equipment:*

- Work Trucks
- 1 Dive boat
- Pontoon barge
- U/W video system
- Surface Supplied Diving Equipment
- Salvage equipment

*Project Specific Notes, Clarifications, and Exclusions*

1. Pricing does not include payment and/or performance bonds. Bonds may be provided upon request at additional cost.
2. Pricing does not include permits, regulatory approvals, environmental controls, engineering, or third-party oversight.
3. Pricing does not include identification, handling, removal, or disposal of hazardous or regulated materials of any kind.
4. The Eclipse will be raised using a combination of lift bags, temporary patches, and trash pumps, based on site conditions at the time of operations.
5. Ballard is not responsible for any pre-existing damage, hidden damage, or further damage to the Port dock, adjacent facilities, or the Eclipse resulting from salvage operations.
6. Pricing is contingent upon the availability and scheduling coordination of the Port of Toledo, suitable rental lift bags, and required support equipment.
7. Actual days worked will be invoiced based on time and materials unless otherwise stated.

### *General Notes, Clarifications, and Exclusions*

The following are made part of the contract and supersede any provisions thereof unless expressly agreed otherwise in writing by Ballard.

1. This proposal is contingent upon:
  - a. the parties reaching mutually agreeable terms and conditions under a fully executed written agreement, and
  - b. availability of personnel and equipment.
2. Ballard and Client acknowledge:
  - a. this proposal is submitted in response to an RFP or other request (i.e., schedule of rates) from Client and is based on assumptions and quantities specified therein, and
  - b. changes to assumptions and/or fluctuations in quantities may affect costs associated with providing the services contemplated herein.
3. Exclusions:
  - a. This proposal does not include, and Ballard will not be responsible for, any impact, delay or costs resulting from events or circumstances beyond Ballard's control, including but not limited to: acts of God; acts of the public enemy; acts of the Client, Project owner, or their respective agents; fires; floods; epidemics or pandemics; government orders or restrictions; strikes; severe weather; or supply chain issues such as scarcity of commodities or unusual delivery delay.
  - b. Any deviation in site conditions, scope of services, and/or deliverables specified herein will be considered a change and subject to negotiation and agreement in writing prior to commencement of work affected by any such change.
  - c. Unless specifically stated otherwise, this proposal does not include any environmental controls or engineering services.
  - d. Ballard is not responsible for any expenses related to decontamination of equipment or reclamation of water or property contacted by contaminated materials at the work site during the Project. Any diving equipment or support equipment contaminated by radio nuclides, damaged, or destroyed by hydrocarbons, solvents, chemicals and/or other environmental conditions will be replaced at cost plus fifteen percent (15%) daily rental until the equipment is replaced.
  - e. Spoils, debris, water treatment/filtration and trash disposal are not included and are the responsibility of others, unless expressly included as part of Ballard's scope of work. Damaged equipment will become the property of the Client.
  - f. Cost of performance, payment or warranty bonds is not included. If required by Client, bonds will be furnished at cost plus fifteen percent (15%).
4. Client Responsibilities:
  - a. Provide all permits required for the Project or performance of the services other than business or contractors' licenses required in the location of the Project.
  - b. Pay for any and all customs, import/export fees, foreign tax, duties, work permits, tariffs or any other related fees associated to the Project.
  - c. Provide sufficient access to and from the project site.
5. Safety & Compliance:

- a. Ballard dive teams are OSHA compliant and adhere strictly to ADCI regulations and guidelines. OSHA requires a minimum of a three (3) man properly trained dive team on each commercial diving project.
  - b. Ballard reserves the right to add more personnel as needed to safely perform the work depending on site conditions, depth of water, additional equipment, and any other conditions or circumstances that may affect safe performance of the work. Client shall be responsible for all resulting additional costs.
  - c. Ballard's supervisor/superintendent will have sole authority to determine if working conditions, including weather, allow for safe performance of the work. Weather conditions that may prevent safe performance of the work may include but are not limited to snow, ice, lightning, high winds/surf, extreme heat or cold, currents, and poor visibility caused by fog, snow, or heavy rain.
  - d. Ballard may take immediate action to prevent the loss of life or limb, to prevent undue suffering, or to prevent further property or environmental damage as necessary without prior written authorization from Client. Any action so taken will be documented and an appropriate change order issued as soon as reasonably practical thereafter.
6. All pricing is quoted and to be paid in U.S. Dollars.
  7. This proposal is good for thirty (30) days.

***The terms and pricing of this proposal and any subsequent contract assume no impact from an infectious disease outbreak, including but not limited to the COVID-19 pandemic, whether directly or indirectly. Ballard Marine Construction's ability to comply with any schedule requirement contemplated by this proposal is directly contingent on a lack of impact by an infectious disease outbreak. Such impacts could include but are not limited to: 1) any government or other public authority decision causing delay or impact; 2) any cost increase or lack of availability of personnel, materials, equipment and any other resources necessary for the performance of the work related to the proposal; or 3) any additional costs incurred to disinfect areas of the project site due to an infectious disease contamination or potential contamination. Ballard Marine Construction reserves its right to seek an extension of time and additional compensation if it or its subcontractors or suppliers are unable to maintain planned crew sizes due to an infectious disease outbreak, supply shortages or governmental restraints on business, travel or assembly or otherwise meet schedule requirements.***

**From:** DIEHL Dorothy M  
**To:** [Aaron Bretz](#)  
**Cc:** [Paula Miranda](#); [Gloria Tucker](#) RE: Funding Request  
**Subject:** ECLIPSE  
**Date:** Friday, January 9, 2026 2:46:52 PM

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Hi Aaron,

DSL has discussed this internally and we intend to financially support this urgent work via the state's ADV Fund. We are working out the paperwork mechanism now and will be in touch early next week.

I am curious how the wreck will be handled once it arrives and is hauled out at Toledo. Does Ballard anticipate it arriving mostly intact? Will Newport seek bids for dismantling/disposal at a later date?

Dorothy

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**From:** Aaron Bretz <[abretz@portofnewport.com](mailto:abretz@portofnewport.com)>  
**Sent:** Friday, January 9, 2026 10:32 AM  
**To:** DIEHL Dorothy M \* DSL  
**Cc:** MULHOLLEM Josh \* DSL ;Paula Miranda <[pmiranda@portofnewport.com](mailto:pmiranda@portofnewport.com)>; Gloria Tucker <[gtucker@portofnewport.com](mailto:gtucker@portofnewport.com)>  
**Subject:** Funding Request ECLIPSE

Good morning Dorothy, as requested, attached is a formal request for funding in letter format. Please let me know if there are any questions or anything more that I can do. Ballard's proposal is attached; given the size of this boat, its age, and the state it's in I found this to be a fair proposal.. We have requested others, but have not yet received them and with the change in the situation this AM, I intend to request the Port Commission to authorize this as an emergency to prevent a worsening situation.

Aaron T. Bretz  
Deputy Director  
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600 SE Bay Blvd.  
Newport, OR 97365  
(541) 406-0217  
(541) 961-3904 cell