

PORT OF BROOKINGS HARBOR
Special Commission Meeting
Thursday, August 11, 2022 • 2:00pm
Teleconference / Meeting Room *(limited capacity)*
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Teleconference Call-In Number: 1 (253) 215-8782

Meeting ID: 771 205 4017

Passcode: 76242022

(to mute/unmute: * 6)

TENTATIVE AGENDA

1. CALL MEETING TO ORDER

- Roll Call
- Modifications, Additions, and Changes to the Agenda
- Declaration of Potential Conflicts of Interest

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Please email your comments to danielle@portofbrookingsharbor.com prior to the meeting if you are calling in.

4. ACTION ITEMS

A. None

5. INFORMATION ITEMS

A. Curry County Storm Drain Master Plan Draft April 2022 Review - Curry County Commissioners and Port Commissioners Meeting

6. COMMISSIONER COMMENTS

7. NEXT REGULAR MEETING DATE – Wednesday, August 17, 2022 at 2:00pm

8. ADJOURNMENT

A request for an interpreter for the hearing impaired, for those who want to participate but do not have access to a telephone, or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Brookings Harbor Office at 541-469-2218.

INFORMATION ITEM – A

DATE: August 11, 2022
RE: Curry County Storm Drain Master Plan Draft April 2022 Review
TO: Honorable Board President and Harbor District Board Members
ISSUED BY:

OVERVIEW

- The Port and Curry County continues working on the storm drains crossing Port property with sediment depositing in the culvert pipe and in the harbor. Curry County is working on a Storm Drain Master Plan for the entire county which includes Lower Harbor Road. The Master Plan does not include work on private property, this includes Port property (unless there is an easement).
- Sediment deposited from upstream (non-Port property) inside culvert pipes have reduced the capacity of those culverts. The Port and County had worked together to remove sediment in the county right-of-way of the culvert adjacent to the Port Office. This work reduced flooding of Lower Harbor Road, Port property and adjacent private property. Majority of this expense was absorbed by the Port (approximately \$15,000).
- Sediment deposited from upstream (non-Port property) creeks flowing into the basins have damaged docks and continuing to impact Port operations.
- Curry County has an easement for the 84" culvert going through the Port property at the boat yard. The culvert debris regularly builds up and impedes the travel lift ramp access. Haul-outs and ins can only be done during higher tides. Past seven years the Port has removed the sediment at its own cost at approximately \$60,000.
- Curry County Commissioners approved \$50,000 in ARP (America Rescue Plan) Funds for the Port of Brookings Harbor for any projects other than for the wastewater treatment plant.

DOCUMENTS

- December 24, 2018, Letter from County in response to Port questions, 15 pages
- Email to County May 26, 2022, regarding the 84" Culvert sediment impacts, 1 page
- May 18, 2022, photos of sediment impacts at culvert discharge areas in the basins, 9 pages
- Curry County Storm Drain Master Plan Draft, Storm Drain Project Details, 5 pages
- AOC-CRP Federal Grant Application Support Program, Project No. 117.00, 2 pages
- AOC Grant Application, 4 pages
- Curry County Road Department 2022 Grant Applications, 4 pages



Curry County Road Department
28425 Hunter Creek Road
Gold Beach, OR 97444

Richard Christensen
Roadmaster

Phone: (541) 247-7097
Fax: (541) 247-7804
Email: christensenr@co.curry.or.us

Dear Harbormaster Travis Webster

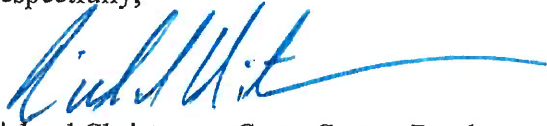
RE: Your 8 storm drain email questions on December 11th 2018.

Your questions are asking me to take a county position about ownership of property and I may not have the final say on that; nevertheless, here's my take. My take here is that unless there is a document that gives the County an interest, it is owned by somebody else. So my answers are based on it being your property and therefore Port responsibility. But maybe we can enter into a maintenance agreement to take care of the current pipe cleaning issues without having to totally answer that question. I would probably have to get my Board to approve all this.

1. Yes, all the culverts crossing port property that carry storm water and debris into the port basin belong to the Port of Brookings Harbor. (Other than Tuttle Creek which has a County storm drain easement in which the County owns and maintain the 84'' culvert only)
2. Yes, all the materials in the pipes and appurtenances on port property belong to the property owner.
3. If the materials that have deposited in the culverts are found to be contaminated of any sort the method of removal would be per Curry County Standard Operating Procedures for Storm Drain Jetting if we were to enter into a maintenance agreement. The material would be vacuumed removed and dumped at an approved disposal location. Property owner would be responsible for cost of cleaning and disposal.
4. If a silt screen is used as best management practices (BMP) at the end of existing culvert the port would remove any additional incidental silt missed by vacuum cleaning operations in future port basin dredging operations.
5. The Port of Brookings Harbor would be responsible to remove any material that has deposited into port basin.
6. We will add the pipe under port property carrying Fish House Creek water from Fat Irish restaurant into the Chetco River into the Road Department storm drain mapping system.
7. The County isn't asking for storm drain Right of Way (ROW) or easements from the Port. But I would try to have County Board approve taking on ownership if the Port wanted it done once the Port storm drain system is brought up to County standards with engineering and storm drain easements dedicated to the County. I would try to mirror the Tuttle Creek Project crossing port property.
8. Before County staff inspect or perform any work on port property we will ask Port Manager or Harbormaster first.

The above is based on information I have. If you have any additional information or documentation on the storm drains and drainage situation down at the Port please let me know and I can try and figure out how it all fits in with all of this.

Respectfully,



Richard Christensen Curry County Roadmaster

12-24-2018

7. Trust deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$300,000.00;

Dated : July 2, 2001

Recorded : July 19, 2001 Inst. #2001-3535

Trustor : Port of Brookings Harbor

Trustee : none

Beneficiary : Oregon Economic and Community Development Department State of Oregon acting by and through its Economic Community Development Commission (covers additional property also Parcel X)

Certificate and Indemnification and Hazardous Substances, including the terms and provisions thereof;

Recorded : July 19, 2001 Inst. #2001-3536

→ 8. An easement created by instrument, including the terms and provisions thereof;

Dated : May 6, 2002

Recorded : June 25, 2002 Inst. #2002-3748

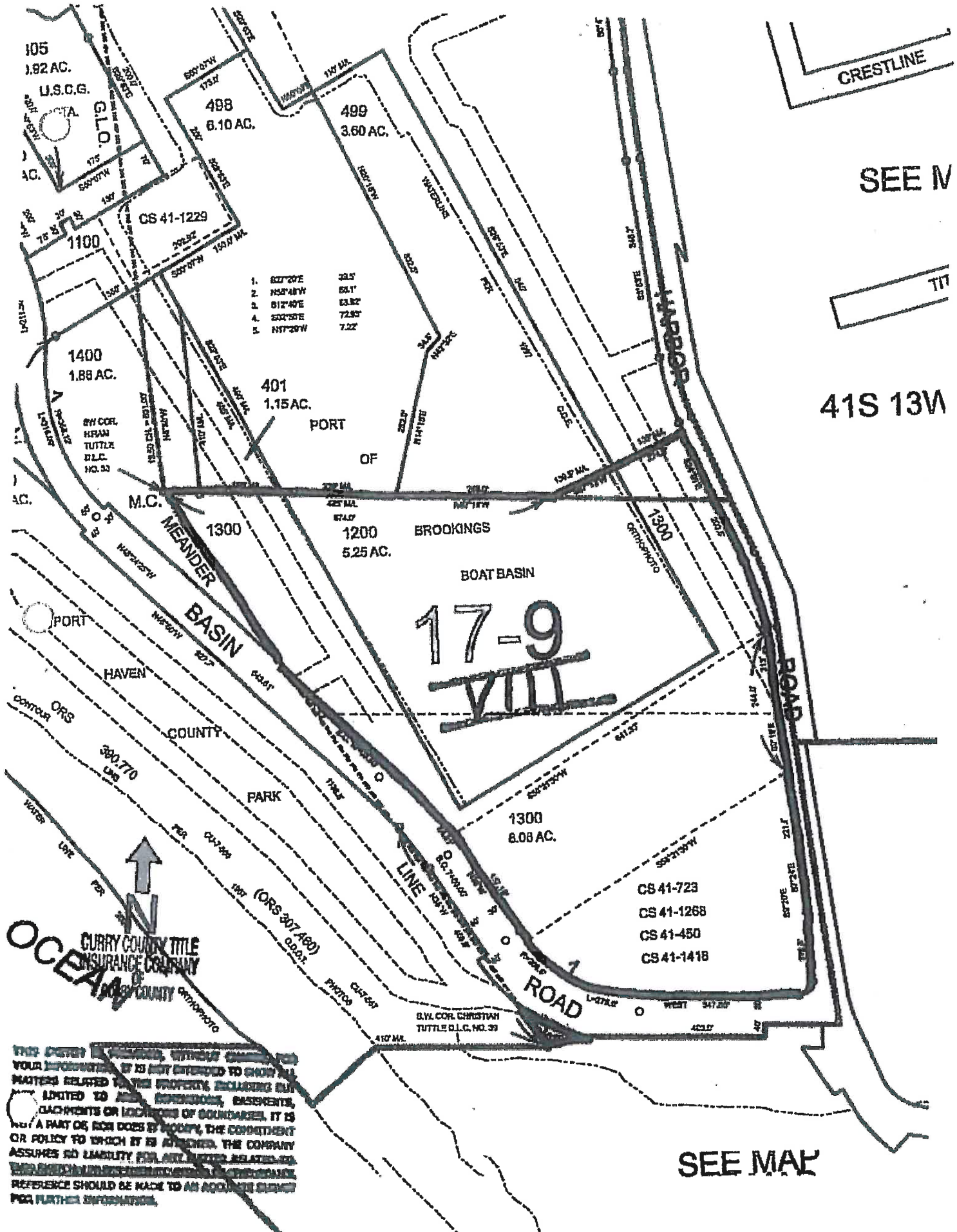
In Favor of : ~~Curry County (also effects Parcel VIII)~~

9. An easement created by instrument, including the terms and provisions thereof;

Dated : January 3, 2003

Recorded : January 23, 2003 Inst. #2003-666

In Favor of : State of Oregon by and through its Parks and Recreation Dept.
(also effects Parcel XII)



SEE IV

41S 13W

17-9
VIII

1.	S27°20'E	28.5'
2.	N52°48'W	55.1'
3.	S12°40'E	53.82'
4.	S32°58'E	72.93'
5.	N17°28'W	7.22'

- CS 41-723
- CS 41-1268
- CS 41-450
- CS 41-1418

SEE MAP

CURRY COUNTY TITLE INSURANCE COMPANY
 OCEAN COUNTY

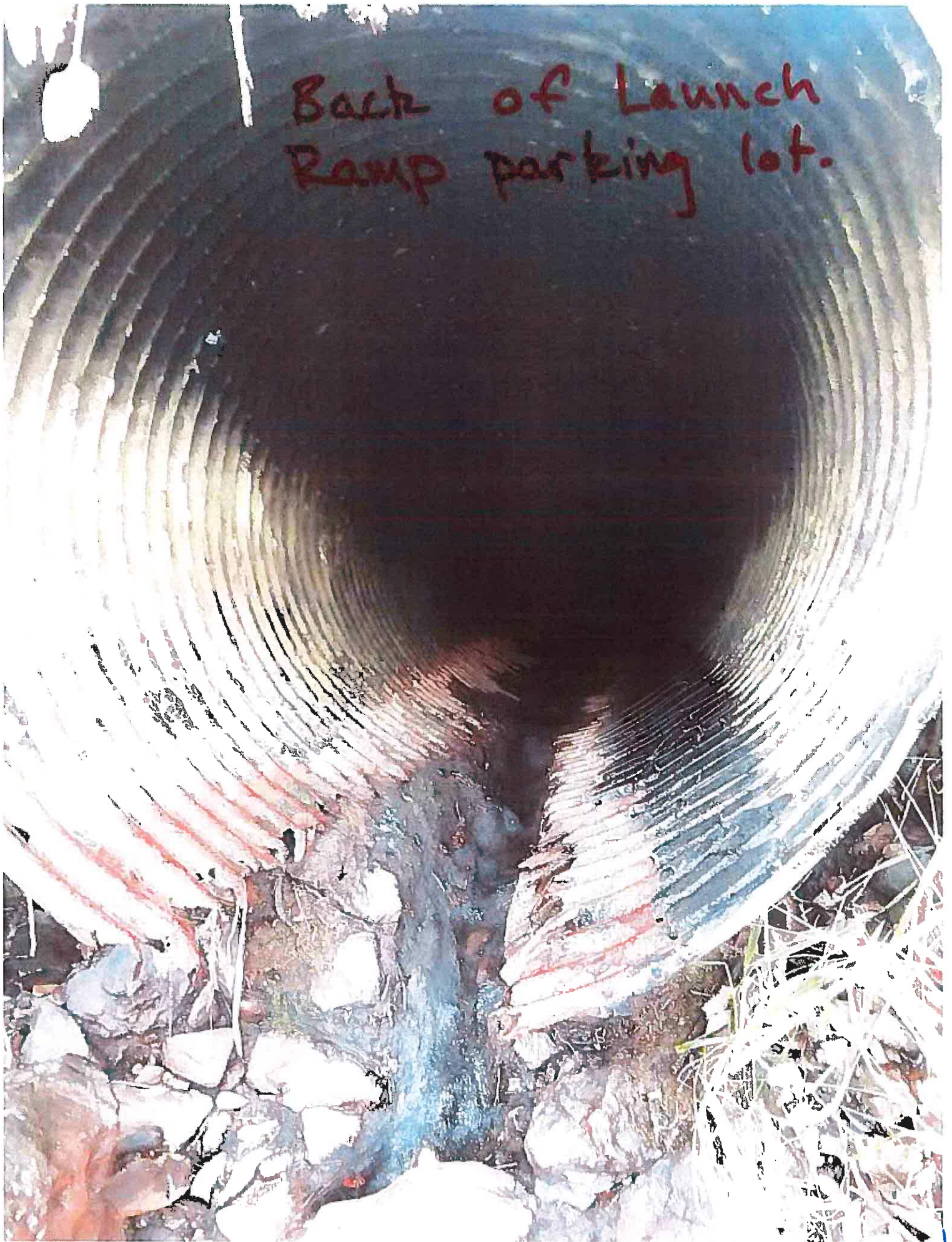
THIS COVERED POLICY, WITHOUT REGARD TO YOUR INFORMATION, IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ALL EASEMENTS, ENCUMBRANCES, EJECTMENTS OR ENCROACHMENTS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTERS RELATED TO THE PROPERTY UNLESS SPECIFICALLY IDENTIFIED THEREIN. REFERENCE SHOULD BE MADE TO AN APPROPRIATE SURVEY FOR FURTHER INFORMATION.

Creek water by
Fish Station





Back of Launch
Ramp parking lot.





3







16



From: portmanager@portofbrookingsharbor.com
Sent: Thursday, May 26, 2022 2:58 PM
To: 'Richard Christensen'
Subject: Port of Brookings Harbor - 84" Culvert
Attachments: Travel Lift Ramp Photos.pdf

Richard,

Over the years the Port has had issues with sediment coming from the 84" culvert adjacent to the Port's travel lift ramp. In 2015 and 2017, the Port removed sediment from the travel ramp that had been discharged from the 84" culvert to the ramp. Today, sediment from the 84" culvert is once again impacting the travel lift ramp and the surrounding vicinity. Please see attached photos taken on May 18, 2022.

This travel lift ramp is essential in maintaining safe and secure vessels operating in local governmental waters. This facility also provides essential maintenance for the United States Coast Guard fleet.

The County owns the 84" culvert through which the sediment is conveyed. I am respectfully requesting the County take responsibly from this time forward to remove this sediment from the travel lift ramp area and surrounding areas.

Please let me know the position of the County and next steps the County can take to address the sediment. Thank you for your cooperation in this matter.



Gary Dehlinger
Port Manager
16330 Lower Harbor Road
Brookings, Oregon 97415
Office: (541) 541-2218, Ext 406
Cell: (541) 254-4162

BASIN 1



BARGE BASIN / ICEHOUSE



BASIN 2



BASIN 2
84" CULVERT









BASIN 2
84" CULVERT



SEDIMENT FROM 84" CULVERT

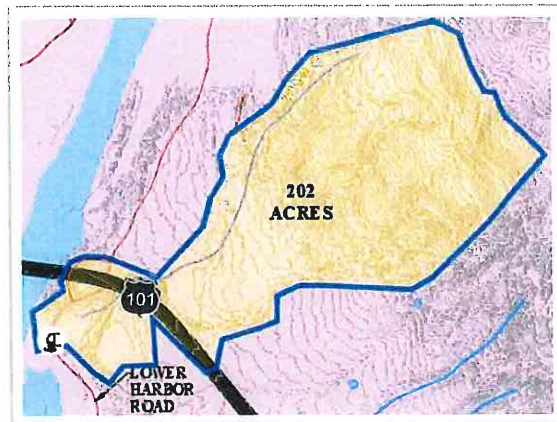


**FIGURE 8.3.55
LOWER HARBOR ROAD AT MP 0.142**

PROJECT NO. XX			
Road Name:	Lower Harbor Rd.	Project Limit (MP):	0.142
Region-Road No.:	South-816	Average Depth:	Varies
County Rating:	N/A	50 YR - 24 HR Basin Runoff:	241 cfs
Culvert Diameter:	36" Box / 42"	Existing Culvert Capacity:	100.7 cfs
Culvert Type:	Concrete Box / CS	Fish Stream:	Trout
Length / Slope:	80' / 70' / Slope Varies	Project Cost:	TBD

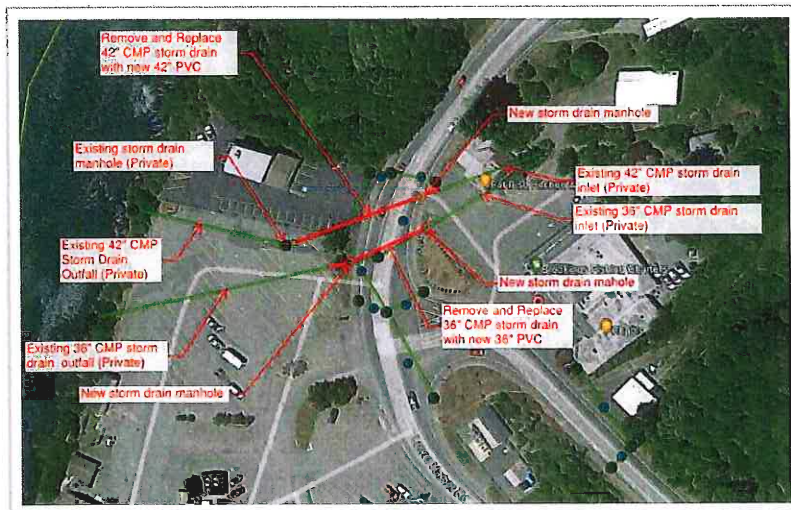
EXISTING CONDITIONS:

An existing 36-inch concrete box culvert and 42-inch corrugated steel culvert drains Fish House Creek under the Lower Harbor Road and private infrastructure. Fish House Creek is a tributary to the Chetco River and a designated ODFW coastal cutthroat trout stream. The 36-inch corrugated steel culvert conveys flows under the Lower Harbor Road and drains Harbor Basin No. 2. The existing culvert capacities are inadequate based on modeling for a 50-year, 24-hour peak flow event.



PROPOSED IMPROVEMENT PROJECT:

The proposed plan is to remove and replace the existing storm drains with new 36-inch PVC storm drain lines and 42-inch PVC storm drain lines as part of the original fill design to meet capacity requirements in the right-of-way. Storm drain manholes will be installed in County right-of-way for maintenance purposes. The County will be required to obtain a permit under Section 404 of the Clean Water Act in order to replace the culvert. This is a sensitive area for archeological sites. No recommendations or costs are provided in this Master Plan for work on private property.



**FIGURE 8.3.56
LOWER HARBOR ROAD AT MP 0.332**

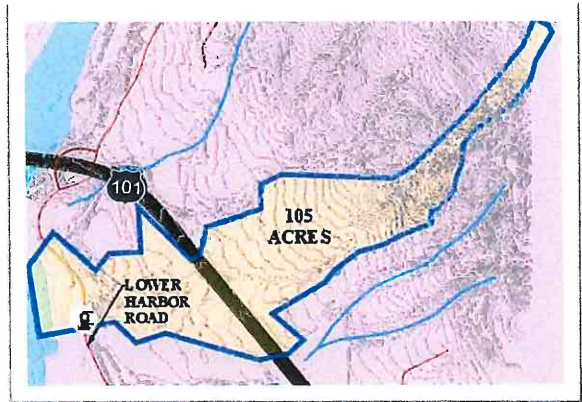
PROJECT NO. XX			
Road Name:	Lower Harbor Rd.	Project Limit (MP):	0.332
Region-Road No.:	South-816	Average Depth:	3'
County Rating:	2	25 YR - 24 HR Basin Runoff:	-- cfs
Culvert Diameter:	36"	Existing Culvert Capacity:	37 cfs
Culvert Type:	CS	Fish Stream:	No
Length / Slope:	70' / 1%	Project Cost:	TBD

EXISTING CONDITIONS:

An existing 36-inch corrugated steel culvert conveys flows under Lower Harbor Road and drains Harbor Basin No. 2. The existing culvert capacity is inadequate based on modeling for a 25-year, 24-hour peak flow event. The County has difficulty maintaining the culvert because of issues with access due to private property. As a result of the access difficulties the culvert regularly builds up with sediment.

PROPOSED IMPROVEMENT PROJECT:

It is recommended to install a new inlet structure with a debris rack to prevent any large debris from entering the system. A 16-foot by 8-foot sediment basin with a four-foot sump will be installed approximately 100 lineal feet downstream of the inlet to collect sediment and for the County to maintain the system. The sediment basin will be installed in the parking lot adjacent to the Port of Harbor office building. The County will be required to obtain a permit under Section 404 of the Clean Water Act in order to replace the culvert. This is a sensitive area for archeological sites.



**FIGURE 8.3.57
LOWER HARBOR ROAD AT MP 0.551**

PROJECT NO. XX			
Road Name:	Lower Harbor Rd.	Project Limit (MP):	0.551
Region-Road No.:	South-816	Average Depth:	Unknown
County Rating:	3	25 YR - 24 HR Basin Runoff:	204 cfs
Culvert Diameter:	48"	Existing Culvert Capacity:	150 cfs
Culvert Type:	CA	Fish Stream:	No
Length / Slope:	150' / 4%*	Project Cost:	TBD

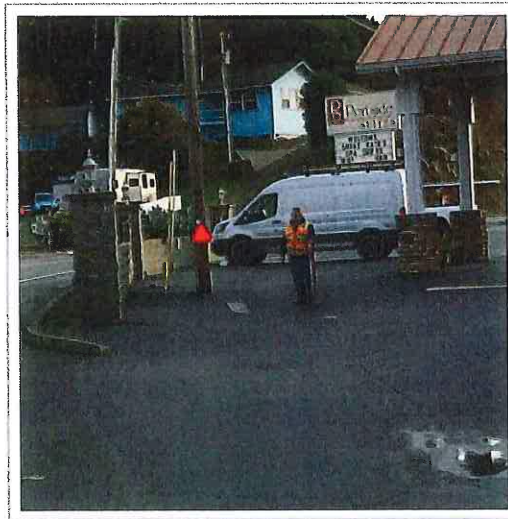
*Assumed slope

EXISTING CONDITIONS:

An existing 48-inch corrugated aluminum storm drain line conveys flows under Lower Harbor Road and drains Harbor Basin No. 4. The existing capacity is inadequate based on storm modeling for a 25-year, 24-hour peak flow event. The existing storm drain line collects flows from a catch basin on the north side of the entrance into the Portside RV Park and then conveys flows to the west into a catch basin located in a hotel parking lot. From the hotel parking lot, flows are conveyed to the west across a private property to an outfall that discharges into the harbor. The existing culvert has sediment buildup issues and is difficult for the County to maintain.

PROPOSED IMPROVEMENT PROJECT:

The proposed plan is to install a new catch basin in the County right-of-way with a deep sump that will act as a sedimentation basin. The County will be able to vac out the sump regularly to control the sediment issues. A new 48-inch smooth wall HDPE storm drain line will be installed in the same alignment as the existing drain line. The downstream piping is located on private property, but will be upsized. It is recommended the private downstream outfall is rerouted away from the hotel building structure and replaced prior to this project. The cost for upgrading the outfall on private property is not included in this Master Plan. The County may be required to obtain a permit under Section 404 of the Clean Water Act in order to replace the culvert. Temporary easements will be required for construction. This is a sensitive area for archeological sites.



**FIGURE 8.3.58
LOWER HARBOR ROAD AT MP 0.853**

PROJECT NO. XX			
Road Name:	Lower Harbor Rd.	Project Limit (MP):	0.853
Region-Road No.:	South-816	Average Depth:	Varies
County Rating:	N/A	25 YR - 24 HR Basin Runoff:	150 cfs
Culvert Diameter:	36" / 48"	Existing Culvert Capacity:	150 cfs
Culvert Type:	CS	Fish Stream:	No
Length / Slope:	Varies / 4%*	Project Cost:	TBD

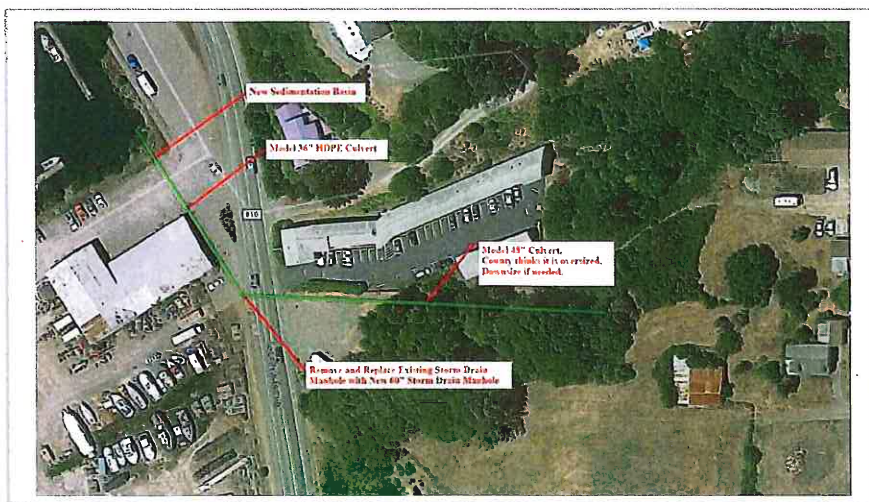
*Assumed slope

EXISTING CONDITIONS:

An existing 48-inch corrugated steel culvert conveys flows under Lower Harbor Road and drains Harbor Basin No. 5. The existing capacity is inadequate based on modeling for a 25-year, 24-hour peak flow event. The existing 48-inch corrugated steel culvert collects the drainage from the creek just south of Smith Lane and conveys flows to the west into a wooden structure with a grated top. The inlet storm drain line is located lower than the 36-inch HDPE outlet storm drain line, which creates a bottle neck at this location. From the wooden structure the existing 36-inch storm drain line outfall conveys flows to the northwest along private property and discharges into the harbor. The County noted that sediment build up and maintenance is an issue in the storm drain system.

PROPOSED IMPROVEMENT PROJECT:

The proposed plan is to remove and replace the existing storm drainage system with a new 48-inch smooth wall HDPE storm drain line, which will satisfy capacity issues. An inlet structure with a debris rack will be installed at the head of the open channel stream. A new grated manhole will replace the existing wood structure. Prior to the discharge point at the harbor an 18-foot by 6-foot sedimentation basin will be installed in the parking lot of the shipyard for maintenance. The County will need to acquire an easement for the purposes of installation and maintenance of the new sediment basin. The County will be required to obtain a permit under Section 404 of the Clean Water Act in order to replace the culvert. This is a sensitive area for archeological sites.



**FIGURE 8.3.59
LOWER HARBOR ROAD AT MP 0.900**

PROJECT NO. XX			
Road Name:	Lower Harbor Rd.	Project Limit (MP):	0.900
Region-Road No.:	South-816	Average Depth:	Varies
County Rating:	N/A	25 YR - 24 HR Basin Runoff:	220 cfs
Culvert Diameter:	84"	Existing Culvert Capacity:	332 cfs
Culvert Type:	CS	Fish Stream:	No
Length / Slope:	N/A	Project Cost:	TBD

EXISTING CONDITIONS:

An existing 84-inch corrugated aluminized steel storm drain line extends from an existing sedimentation basin located on Tuttle Creek. The existing sedimentation basin is located west of Lower Harbor Road. Harbor Basin No. 6 is the drainage basin for the Tuttle Creek drainage. The existing storm drain capacity was modeled as adequate based on a 25-year, 24-hour peak flow event. The outfall builds up with sediment in the harbor and is difficult to maintain.

PROPOSED IMPROVEMENT PROJECT:

The proposed plan is to install a second 65-foot by 15-foot sedimentation basin closer to the harbor for the County to maintain the storm system without entering the harbor. The sedimentation basin will be installed just upstream of the existing 84-inch outfall in a private shipyard. The County will need to acquire an easement for the purposes of access, installation, and maintenance. The County will be required to obtain a permit under Section 404 of the Clean Water Act in order install the sedimentation. This is a sensitive area for archeological sites.





THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

July 1, 2022

Richard Christensen, Roadmaster
Curry County Road Department
28425 Hunter Creek Road
Gold Beach, OR 97444

Subject: AOC-CRP Federal Grant Application Support Program
Project No. 117.00

Dear Richard:

This letter is to outline projects that are eligible for the AOC-CRP Federal Grant Application Support Program. Below is a brief summary and preliminary costs for storm or bridge related projects that meet the criteria described by the AOC Road Program. All projects provided in the summary are listed in the Curry County Road Department's Six Year Capital Improvement Plan or Storm Drain Master Plan.

1. **Willow Creek Bridge** – Timber bridge that was constructed in 1961 and located on Floras Lake Loop Road. Willow Creek Bridge was considered in fair condition when previously inspected in 2018 by the Oregon Department of Transportation (ODOT), but has deteriorated significantly since the last bridge inspection. The County considers the bridge a high priority for replacement. Total Preliminary Cost Range \$2.5 to \$3.5 million.
2. **Lower Hunter Creek Bridge** – Concrete bridge constructed in 1959 and located on Lower Hunter Creek Road. The 2018 ODOT bridge rating listed the bridge in poor condition. The County rated the bridge as a high priority for replacement. Total Preliminary Cost Range \$7.5 to \$10 million.
3. **Upper Crook Creek Bridge** – Concrete/timber bridge constructed in 1959 and located on North Bank Pistol River Road. Upper Crook Creek Bridge has low clearance between the creek bed and the bottom of bridge deck. Silt and gravel build up creates capacity issues. Maintenance in a designated salmon stream is difficult due regulatory requirements. The new bridge needs to be elevated and lengthened to accommodate high flow levels and allow silt and gravel to disperse under the bridge. Total Preliminary Cost Range \$3 to \$4.5 million.
4. **North Bank Chetco River Road (MP 0.902 & MP 3.342)** – An 84-inch corrugated steel culvert in poor condition that conveys flows from Ferry Creek and a 48-inch corrugated steel culvert that conveys flows from Market Creek. Each creek fills up with rock and sediment frequently and are difficult for the County to access for maintenance. Ferry Creek and Market Creek are designated fish streams. The proposed plan is to remove both culverts and replace with new precast bridges. Total Preliminary Cost Range \$3 to \$4.5 million.

Richard Christensen, Roadmaster

July 1, 2022

Page 2

5. **Lower Harbor Road (MP 0.142, MP 0.322, MP 0.551, MP 0.853, & MP 0.900)** – This project consists of five storm drain projects located along Lower Harbor Road. Improvements include removal and replacement of culvert infrastructure that is undersized and/or in poor condition. Culverts in the Lower Harbor area experience high volumes of sediment from the upper harbor hills. Proposed recommendations include installation of four sedimentation basins. The new sediment basins will allow the County to cleanout sediment prior to entering the port, where it is difficult to maintain due to regulatory requirements.
Total Preliminary Cost Range \$3 to \$4 million.

Sincerely,



Andrew Hall, PE
Project Engineer

GRANT AGREEMENT

Application Support for 2022 U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Bridge Investment Program (BIP)

Dated: _____, 2022

Parties: **Association of Oregon Counties** (“ASSOCIATION”)
 1212 Court Street NE
 Salem, Oregon 97301

and

_____ County (“COUNTY”)

County Information:

- A. Type of entity: Oregon County
- B. Address: _____
- C. Telephone: _____
- D. E-mail: _____
- E. TIN: _____

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1021601488. Payment by ASSOCIATION. ASSOCIATION shall pay COUNTY for grant writing or engineering consultant services for the purpose of preparing a grant application for the 2022 U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Bridge Investment Program (BIP). The maximum total reimbursement under this Agreement is \$10,000 for a Planning grant application and \$20,000 for a Bridge Projects application.

1021601489. Expectations of COUNTY. COUNTY agrees to hire consultants to do the work necessary to complete an application for a 2022 U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Bridge Investment Program (BIP) proposal.

Specific requirements, and examples of some of the work that might be performed under this Agreement, is listed in Exhibit "A."

1021601490. Term. This Agreement is effective until December 31, 2022, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

1021601491. Reimbursement of Expenses. COUNTY shall not be entitled to reimbursement by ASSOCIATION for any other expenses incurred by COUNTY under this Agreement unless otherwise agreed in writing.

1021601492. Indemnification and Hold Harmless. COUNTY shall defend, indemnify and hold harmless ASSOCIATION from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Contract by COUNTY. The COUNTY shall not be liable for nor be required to defend or indemnify, the ASSOCIATION relative to claims for damage or damages resulting solely from acts or omissions of the ASSOCIATION, its officials, agents or employees.

1021601493. Termination. The performance of work under this Agreement may be terminated by either party by delivery of a written Notice of Termination to the other party. Termination shall be effective 30 days after delivery of the notice, unless otherwise agreed to in writing by the parties. Upon delivery of a Notice of Termination under this paragraph, the COUNTY and ASSOCIATION shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the county's work and payment therefor by ASSOCIATION.

1021601494. Assignment/Subcontract. COUNTY shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of ASSOCIATION.

1021601495. Compliance with All Government Regulations. COUNTY shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of COUNTY.

1021601496. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

1021601497. Waiver. Failure of ASSOCIATION to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by ASSOCIATION of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

1021601498. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of ASSOCIATION. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

1021601499. Nondiscrimination. COUNTY shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

1021601500. Dual Payment. COUNTY shall not be compensated for work performed under this contract from any ASSOCIATION agency other than the agency that is a party to this contract.

1021601501. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

1021601502. Debt Limitation. This Agreement is subject to the debt limitation as contained in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefor.

The parties have executed this Agreement to be effective _____, 2022.

AOC:

County:

By:

By:

Name:

Gina Nikkel

Name:

Title:

Executive Director

Title:

Date:

Date:

Exhibit A

- County will manage its own grant writer or consultant request for proposal and contract.
- The grant specialist or consultant will generally:
 1. Prepare the BIP application to USDOT.
 2. Provide planning level cost estimates.
 3. Provide exhibit drawings and maps.
 4. Coordinate support and obtain letters of support from federal, state, and local agencies and other stakeholders.
 5. Prepare a project presentation for the County, Area Commission on Transportation (ACT), or other interested groups (if necessary).
- AOC grant funding will be reimbursed per invoice documentation of grant writing and/or consultant contract expenses.
- The maximum reimbursement amount is \$10,000 for a Planning grant application and \$20,000 for a Bridge Projects construction application. No minimum. Any expenses above \$10,000 or \$20,000 for respective application type are the sole responsibility of the County.
- Funds are subject to Oregon Constitution, Article IX, Section 3a.
- Must submit a final BIP application to USDOT by:
 - Planning Applications must be submitted by 11:59 p.m. EDT on July 25, 2022.
 - Bridge Project Applications must be submitted by 11:59 p.m. EDT on September 8, 2022.
 - Large Bridge Project Applications must be submitted by 11:59 p.m. EDT on August 9, 2022.

TASK ORDER 31
Curry County Road Department
2022 Grant Applications

Services for this Task Order will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Contract between Curry County and The Dyer Partnership, Engineers and Planners Inc. Amendment No. 1 dated May 18, 2022.

SCOPE OF WORK: The County has requested that The Dyer Partnership Engineers & Planners (Dyer) provide services for completion of a 2022 USDOT-FHWA Bridge Investment Program through Federal Grant Support Program - Association of Oregon Counties (AOC), County Road Program (CRP) to replace multiple bridges that include Willow Creek Bridge, Lower Hunter Creek Bridge, and Upper Crook Creek Bridge. If budget allows applications will be completed for storm drain projects on North Bank Chetco River Road (MP 0.902 and MP 3.342) and Lower Harbor Road (MP 0.142, MP 0.322, MP 0.551, MP 0.853, and MP 0.900).

Curry County is in need of engineering services required for preparation of the Federal Grant Application as follows:

SCOPE OF ENGINEERING SERVICES

Application

- Coordinate with Road Department staff.
- Site visit to review existing conditions of all three locations.
- Prepare an environmental assessment.
- Prepare the grant applications.
- Provide planning level cost estimates.

Assumptions

- Services do not include design, bidding, or construction administration.
- The County will prepare any exhibit drawings and maps.
- The County will coordinate support and obtain letters of support from stakeholders or other agencies if necessary.
- The County will be responsible for project presentations for Commission, ACT, or other interested groups if necessary.

Schedule

- Complete and submit draft copy of grant application to County for review:
August 2022
- Complete and submit final application: September 8, 2022

Proposed Fee

The fee for the services as described in this Task Order shall not to exceed a maximum of \$20,000 including all professional services and reimbursable expenses.

PAYMENT METHOD: Monthly Billing

Curry County Commissioners

The Dyer Partnership
Engineers & Planners, Inc.

Mr. Chris Paasch



Aaron Speakman, President

Date: _____

Date: 7/15/2022

Mr. Court Boice

Date: _____

Mr. John Herzog

Date: _____

Anthony Pope, Curry County Counsel

Date: _____

ESTIMATE OF MAN HOURS AND COSTS

DATE: 07-15-22 PROJECT: 2022 Grant Applications Phase 1: Grant Application

TASK	MAN HOURS							
	PRIN MGR	PROJ MGR	PROJ ENGR 2	ENGR TECH 2	DESN	INSPECT	2-M SUR CREW	CLER 2
1: Coordination w/ Road Dept Staff	2	4	4					
2: Site Visit	10		10					
3: Environmental Assessment	2	4	10	12				2
4: Prepare Grant Applications	2	8	24	28				4
5: Cost Estimates	4	6	12	12				
TOTAL ESTIMATED HOURS	20	22	60	52	0	0	0	6

MATERIAL COSTS	DESCRIPTION OR UNIT	QUANTITY	UNIT COST	TOTAL COST
REPORT				0.00
PHOTOGRAPHS				0.00
COST ESTIMATE				0.00
PLANS AND PRINTS				0.00
SPECIFICATIONS				0.00
OTHER				0.00
TOTAL MATERIAL COSTS	-----			\$0.00

TRAVEL AND PER DIEM	DETAIL	UNIT COST	TOTAL COST
MILEAGE	200	\$0.56	112.00
COMMERCIAL PER DIEM		\$51	0.00
LOCAL TRANSPORTATION LODGING		\$120	0.00
TOTAL TRAVEL AND PER DIEM	-----		\$112

OTHER SIGNIFICANT COSTS	DETAIL	UNIT COST	TOTAL COST
Subconsultants			\$0
1ST CONTACT TELEPHONE			
SHIPPING			
REPRODUCTION			
OTHER			
GPS and Robotic Total Station	day	\$140	0.00
TOTAL OTHER SIGNIFICANT COSTS	-----		\$0

PREPARED BY: ACH

