

PORT OF BROOKINGS HARBOR
Regular Commission Meeting
Wednesday, August 16, 2023 at 2:00pm
Teleconference / Meeting Room
16350 Lower Harbor Road Suite 202, Harbor OR, 97415

Meeting ID: 771 205 4017	Teleconference Call-In Number: 1 (253) 215-8782 Passcode: 76242023	(to mute/unmute: * 6)
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TENTATIVE AGENDA

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1. CALL MEETING TO ORDER	
• Pledge of Allegiance	
• Roll Call	
• Modifications, Additions, and Changes to the Agenda	
• Declaration of Potential Conflicts of Interest	
2. APPROVAL OF AGENDA	
3. APPROVAL OF MEETING MINUTES	
A. Approve Minutes of Special Commissioner Meeting Thursday, July 6, 2023.....	2
B. Approve Minutes of Regular Commissioner Meeting Wednesday June 19, 2023.....	4
4. PUBLIC COMMENTS – Limited to a maximum of three minutes per person. Comments by teleconference, please email your comments to danielle@portofbrookingsharbor.com prior to the meeting.	
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6. ACTION ITEMS	
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7. INFORMATION ITEMS	
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B. Wastewater Treatment Plant, Matching Funds.....	298
8. EXECUTIVE SESSION per ORS 192.660 (2)(a)	
This executive session of the Port of Brookings Harbor Board of Directors is called pursuant to ORS 192.660 (2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.	
Any member of the media that is here may remain. However, the Board will require that any information derived from this meeting may not be disclosed pursuant to ORS 192.660(4).	
ORS 192.660 (6) No executive session may be held for the purpose of taking any final action or making any final decision.	
Adjourn out of executive session and reconvene into regular session.	
9. COMMISSIONER COMMENTS	
10. NEXT REGULAR MEETING DATE – Wednesday September 20, 2023, at 2:00pm	
11. 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.

**DRAFT MINUTES
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT**

Thursday, July 6, 2023

This is not an exact transcript. The audio of the session is available on the Port's website.

The Port of Brookings Harbor District met in special session on the above date at 10:00am. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415, teleconference and webinar.

1. CALL MEETING TO ORDER

Commission President Richard Heap called the Special Meeting of the Port of Brookings Harbor of Commissioners to order at 10:00am.

- **Port of Brookings Harbor Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1), Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4). Kenneth Range (Pos. #5) was absent.
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Port Manager; April Walker, Office Manager; and Danielle King, Safety/Administrative
- There were no modification, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:01:00

A motion was made by Speir and seconded by Jonas to approve the agenda. The motion passed 4 – 0.

3. ELECTION OF COMMISSION OFFICERS – Audio time 0:01:15

A. One-year term of office from July 1 until June 30.

- **President:** A motion was made by Hartung and seconded by Speir to nominate Richard Heap as President.
- **Vice President:** A motion was made by Jonas and seconded by Hartung to nominate Joe Speir for Vice President.
- **Secretary/Treasurer:** A motion was made by Speir and seconded by Jonas to nominate Sharon Hartung for Secretary/Treasurer.

The motion passed 4 – 0.

4. PUBLIC COMMENTS – Audio time 0:02:27

There were no public comments.

5. ACTION ITEMS

A. Commissioner Range Resignation Letter – Audio time 0:02:36

Webster reviewed Commissioner Range's resignation letter that was effective immediately. Webster let the Board know what the selection process was in the past. Jonas asked if there were any other options, there was discussion regarding what options the Board held. Commissioner Heap likes the scoring system and has used that in the past on other boards but would like to have an executive session regarding the candidates if possible.

A motion was made by Hartung and seconded by Jonas to approve Ken Range's resignation with the Port of Brookings Harbor Board of Commissioners, and to have the Port Manager place an advertisement into the Curry Pilot regarding a request for a candidate for the Port of Brookings Harbor Board of Commissioners and be brought back to the Board in August Regular Meeting. The motion passed 4 - 0.

Heap thanked Commissioner Range for his contributions to the Port of Brookings Harbor.

B. Chetco Dustless Blasting Lease Agreement – Audio time 0:11:36

Webster updated the Board on what improvements the owner would like to make. Would like to upgrade footprint by adding two Conex containers, a drain and catch basin, along with a concrete pad. The Board had some questions regarding the upgrades.

A motion was made by Jonas and seconded by Speir to approve Chetco Dustless Blasting Lease Agreement. The motion passed 4 – 0.

6. INFORMATION ITEMS

A. Brookings Real Estate Lease Agreement – Audio Time 0:16:46

Webster updated the Board on how the lease agreement is coming along.

7. COMMISSIONER COMMENTS – Audio time 0:21:52

Commissioner Heap and Commissioner Hartung discussed the pros and cons of the 4th of July Fireworks display and closing off the road to Beachfront RV Park, along with the pros and cons to the Slam N Salmon event.

8. NEXT REGULAR MEETING DATE – Wednesday, July 19, 2023, at 2:00 PM

9. ADJOURNMENT – Audio time 0:25:34

Having no further business, the meeting adjourned at 10:25am.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: www.portofbrookingsharbor.com.

**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
PORT OF BROOKINGS HARBOR DISTRICT**

Wednesday, July 19, 2023

This is not an exact transcript. The audio of the session is available on the Port's website.

The Port of Brookings Harbor District met in regular session on the above date at 2:00pm. Open session at the Port Conference Room, 16350 Lower Harbor Road Suite 202, Harbor OR, 97415, teleconference and webinar.

1. CALL MEETING TO ORDER

Commission Vice-President Joseph Speir called the Regular Meeting of the Port of Brookings Harbor of Commissioners to order at 2:00pm.

- **Port of Brookings Harbor Commissioners Present:**
Joseph Speir, Vice-President (Pos. #1), Sharon Hartung Secretary/Treasurer (Pos. #2); Larry Jonas (Pos. #3); Richard Heap, President (Pos. #4) was tardy via telephone. (Pos. #5) is vacant.
- **Port of Brookings Harbor Management and Staff:**
Travis Webster, Port Manager; April Walker, Office Manager; Danielle King, Safety/Administrative; and James Walker, Port Counsel.
- There were updates to Jack Akin's Letter in Action Item C, and updates to the Resolution in Action Item D. There were no other modification, additions, or changes to the agenda.
- There were no declarations of potential conflicts of interest.

2. APPROVAL OF AGENDA – Audio time 0:02:10

A motion was made by Jonas and seconded by Hartung to approve the agenda as submitted. The motion passed 3 – 0.

3. APPROVAL OF MEETING MINUTES – Audio time 0:02:40

- A. Approve Minutes of Budget Hearing Meeting Wednesday, June 21, 2023**
- B. Approve Minutes of Regular Commissioner Meeting Wednesday, June 21, 2023.**

A motion was made by Jonas and seconded by Hartung to approve the meeting minutes of Wednesdays June 21, and the Budget Hearing minutes of June 21. The motion passed 3 – 0.

4. PUBLIC COMMENTS – Audio time 0:03:15

There were no public comments.

5. MANAGEMENT REPORTS / APPROVAL – Audio time 0:03:23

Webster reported on projects that were completed in the RV Park, Marina, and equipment services for the month of June. King made everyone aware the Commissioner Heap had arrived at the meeting. King reviewed the Safety, Security & Environmental Report. Walker reviewed the Financial Report.

A motion was made by Hartung and seconded by Jonas to approve the Management & Financial Reports as given out. The motion passed 4 – 0.

6. ACTION ITEMS

A. Brookings Real Estate Lease Agreement – Audio time 0:12:13

Webster asked the Board if they had any questions and reviewed some significant items from the lease. Noted improvements under \$25,000 don't need to come to the Board for approval and that number will increase 3% every year, along with subleasing being allowed with Board approval. Heap stated this is a 25-year lease and

makes everyone aware we are setting a precedent here. Webster explained the lessee becomes the owner of that building once improvements are complete, but at the end of the lease the improvements will stay with the building. There is an option for a renewal of another 25 years. The new owner is making a lot of improvements and putting a significant amount of money into the building, that's why the lease is as long as it is. Webster informed the Board we are waiting on the lessee to provide the legal description and insurance and expected to have that information before August 1.

A motion was made by Jonas and seconded by Hartung to approve the Ground Lease Agreement between Port of Brookings Harbor and Brookings Real Estate, LLC dated August 1, 2023, pending the Port Manager's receipt of a Legal Description of the premises and satisfactory proof of insurance from Brookings Real Estate, LLC. The motion passed 4 - 0.

B. WWTP DEQ Permit Fee – Audio time 0:17:11

Webster reviewed item with the Board and discussed how long this process is going to take. Board allowed public comment.

A motion was made by Jonas and seconded by Hartung to approve submitting NPDES (National Pollutant Discharge Elimination System) permit to DEQ with application fee in amount of \$17,611.00, with annual permit fee in the amount of \$8,974.00, for Port of Brookings Harbor Wastewater Treatment Plant. The motion passed 4 – 0.

C. FEMA Project, PW 189, Purchase of Dredge – Audio time 0:34:28

Webster reviewed item with the Board. Board allowed public comment.

A motion was made by Hartung and seconded by Jonas to approve the Port Manager to purchase DRP120 with listed options for FEMA Project PW 189 dredging. The motion passed 4 – 0.

D. Resolution No 2023-07, Reserve Fund Loan to Capital Projects – Audio time 0:48:54

Webster reviewed item with the Board. Informed the Board that Port Counsel and Financial Consultant have been convened about this and have agreed that there is no need for a repayment loan process and a supplemental budget will not be needed. Board allowed public comment.

A motion was made by Hartung and seconded by Jonas to approve Resolution 2023-07, loaning \$300,000 from Reserve Fund to Capital Projects for FEMA equipment purchases. After equipment is purchased and reimbursements are received from FEMA, Capital Projects will be reimbursed \$300,000 to Port Reserve Fund. The motion passed 4 – 0.

7. INFORMATION ITEMS

A. FEMA Project, PW 189, Purchase of Tractor – Audio Time 0:53:51

Webster reviewed item with the Board. Board allowed public comment.

B. FEMA Project, PW 189, Purchase of Concrete Blocks – Audio time 0:56:01

Webster reviewed item with the Board.

8. COMMISSIONER COMMENTS – Audio time 0:57:38

Commissioner Jonas thanked staff for their dedication.

9. NEXT REGULAR MEETING DATE – Wednesday, August 16, 2023, at 2:00 PM

10. ADJOURNMENT – Audio time 0:58:36

Having no further business, the meeting adjourned at 2:58 pm.

Richard Heap, President

Date Signed

Sharon Hartung, Secretary/Treasurer

Date Signed

An audio recording was made of these proceedings. The recording and the full commission packet are available on the Ports website: www.portofbrookingsharbor.com.

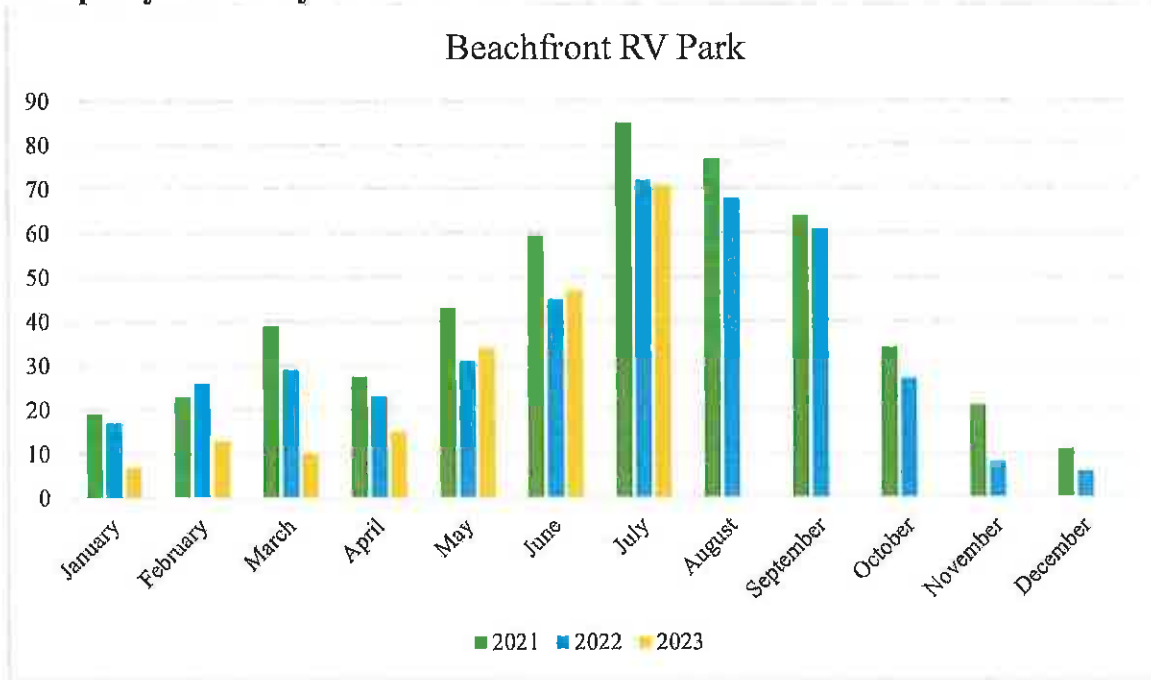
MANAGEMENT REPORT

DATE: August 16, 2023
RE: July 2023
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

RV Park

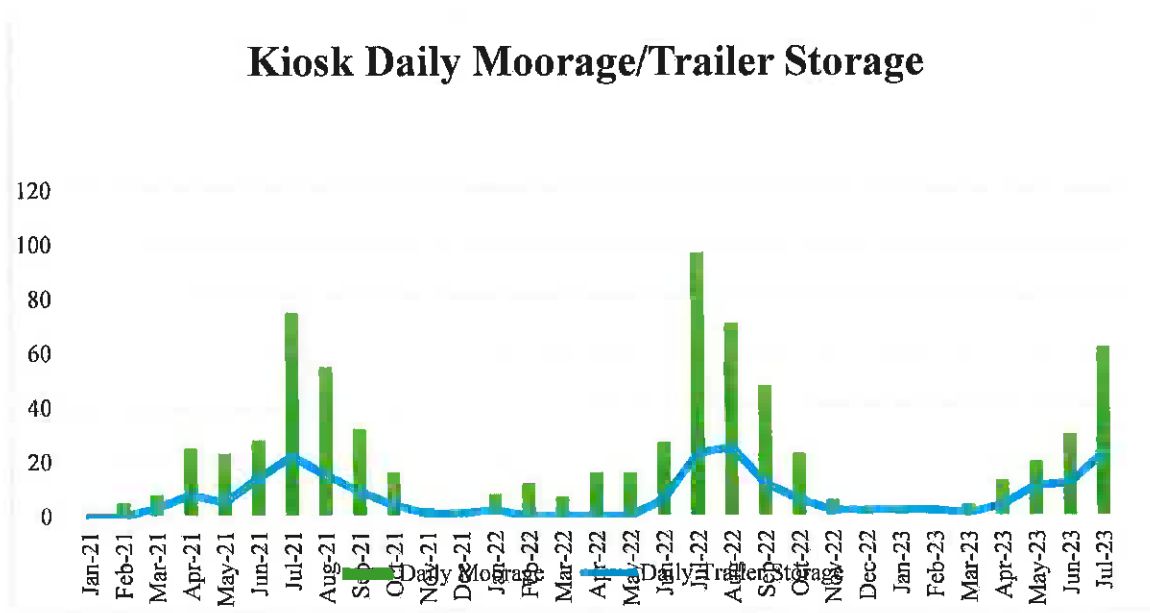
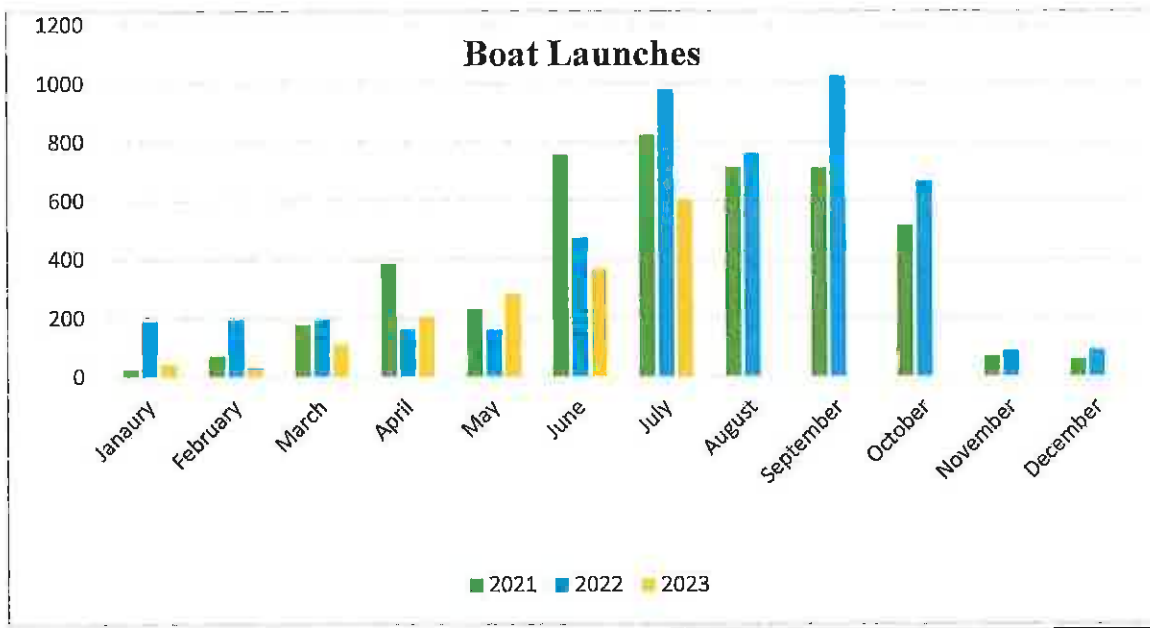
- Staff completed setup for 4th of July fireworks. The fallout area was coned off and the front entrance to the park was closed.
- The Port would like to say thank you to the South Coast Fisherman who volunteered to manage and patrol the fallout area.
- Thank you to Henry Johnson for the coordination of the event along with the help from all volunteers that helped and participated in the beach cleanup.
- Overall feedback was very positive with the gates being closed at the park and in fact, much safer for the guests and visitors to navigate through the park and to the beach.

Occupancy Percent by Month & Year



Marina

- OSMB was out to do inspections on our pump out stations. Pump outs are operational although staff is still working with Sani Sailor to fix the modem so we can calculate the usage.
- OSMB also was out to re certify our marina to be a “Clean Marina”. This inspection happens every three years and covers storm drain maintenance, signage throughout port to report any spills, confirms moorage requirements applicable to funding with OSMB and derelict vessel programs. The Port will receive a certificate showing our compliance with their program.
- Vessel inspections are ongoing. 1 vessel was inspected and passed the moorage requirements and 2 others have been scheduled.



Equipment Services Performed by Port Staff

Telehandler Work

	2019	2020	2021	2022	2023
January	4	2	0	8	3
February	1	6	3	2	2
March	6	4	6	5	4
April	7	10	5	7	14
May	6	3	7	6	7
June	3	0	3	4	7
July	1	5	0	1	2
August	3	4	1	0	
September	3	3	1	2	
October	10	6	5	7	
November	3	9	13	9	
December	15	5	3	2	
Totals	62	57	47	53	39

Travel Lift Haul-Outs

	2019	2020	2021	2022	2023
January	2	1	0	2	1
February	2	5	1	6	1
March	4	5	6	6	1
April	7	5	6	7	7
May	13	9	5	8	8
June	16	15	12	6	7
July	15	14	7	8	9
August	8	4	7	5	
September	7	6	8	4	
October	9	8	4	11	
November	8	5	12	6	
December	5	1	0	7	
Totals	96	78	68	76	34

Commercial Receiving Dock

- **Public Hoist** – Operational
- **Hallmark Seafood** - Operational
- **Bornstein Seafood** - Operational (Hoist has been removed for channel dredging)
- **Pacific Seafood** - North Pacific Seafood Dock – Operational – Report of concrete deteriorating at a joint in the lower dock. Port staff used a steel plate to bridge the damaged area.
- **New Pacific Seafood Dock** – Operational- cleats on top of pilings.
- Marine Surveyors were out to inspect all dock hoists and our Travelift. All inspections were completed except for Bornstein’s hoist which they will come back and inspect after channel dredging is completed.

Commercial Retail Building

- One new lease was created for Brookings Real Estate LLC.
- Air conditioning unit was replaced at the Bell and Whistle.
- July events went well with no major problems to report.
- Review of all leases that need to be amended or new leases that will need to be completed.

Maintenance Crew

- Staff completed 118 work orders for the month of July 2023. Most worked focused on retail area and event preparation, inspections from OSMB, equipment inspections by Marine Surveyors, gear storage and start to sediment storage areas for FEMA dredging.

Office Staff

- FY 23-24 budget submitted to the county clerk and assessor.
- Post seizure process for FV “American Made”.
- Start review of all information and agreement packets at the front office.
- Project Manager is identifying small infrastructure up grades and creating a scope of work for procurements and board approval.
- All office staff keep a “significant tasks completed” list which is attached.

FEMA

- Staff began work in the boat yard creating a sediment storage area for clam shell dredging. This area will stockpile approximately 3,000 yards of material.
- Staff cleaned out the gear storage area for the sediment storage area. All crab pots will be relocated to the new storage area and gear will be reorganized and moved to Pac Seafood leased area.
- Procurements were completed for the generator, 8” pipe, and trailer for equipment to move throughout the port.
- Revised quote on DRP120 dredge and option list, along with other comparable dredges.

WWTP

- Permit application and annual fee were submitted and received by the DEQ.
- Port received reimbursement payment for payment request #2 for application and annual fee. The reimbursements are still at 75% until matching funds are obtained.
- Matching fund waiver is still under review by EPA.

WORK ORDERS LOG
Port of Brookings Harbor
July 2023

Date	Location	Description of Work	Action	Date Completed	Completed By	
7/1/23	Port	Completed monthly sewer systems	Completed	7/1/23	Brent	1
7/3/23	Fuel Dock	Completed monthly inspections	Completed	7/3/23	Brent	2
7/3/23	Port	Completed monthly fuel systems inspection	Completed	7/3/23	Brent	3
7/3/23	RV Park	Set up for Fourth of July	Completed	7/3/23	Shawn - Sean - Danielle - Travis - Brent - Gary	4
7/3/23	Fuel tanks	Did rust treatment and painted	Completed	7/3/23	Shawn - Sean	5
7/5/23	Fish Station	Dumped carcasses and cleaned	Completed	7/5/23	Brent	6
7/5/23	Port	Cleaned up from Fourth of July and Fireworks	Completed	7/5/23	Shawn - Sean - Travis - Brent	7
7/5/23	Boat Yard	Set boat on trailer	Completed	7/5/23	Shawn - Sean - Travis	8
7/5/23	Fishing Pier	Straightened fence	Completed	7/5/23	Shawn - Brent	9
7/5/23	SaniSailor	Got SaniSailor back online - MarineSync is working to resolve the issue	Completed	7/5/23	Brent	10
7/5/23	Port	Squished trash	Completed	7/5/23	Shawn	11
7/6/23	Boat Yard	Cleaned filter station	Completed	7/6/23	Shawn - Sean	12
7/6/23	Basin 1, D32	Checked boat in alarm - no apparent issue - contacted the owner and they are responding	Completed	7/6/23	Brent	13
7/6/23	RV #30	Opened up sink hole between gravel & asphalt, found no danger of future problem, so filled	Completed	7/6/23	Brent & Trent	14
7/6/23	SaniSailor	Satisfactorily completed annual inspection	Completed	7/6/23	Brent & OSMB	15
7/6/23	Boat Yard	Put boat in water	Completed	7/6/23	Shawn - Sean - Travis	16
7/6/23	Boat Yard	Cleaned up and moved docks	Completed	7/6/23	Shawn - Sean	17
7/5/23	RV Park	Filled hole in the road at site 30	Completed	7/6/23	Trent and Brent	18
7/5/23	RV Park, sites 6, 29 and 31	Took off stuck sewer connectors	Completed	7/6/23	Trent and Brent	19
7/5/23	RV Park, Partial Hookups	Cleaned out firepits	Completed	7/6/23	Trent and Brent	20
7/6/23	RV Park, Men's Bathroom	Reattached door kickstand	Completed	7/6/23	Trent and Brent	21
7/7/23	Abandoned vehicle	Removed vehicle	Completed	7/7/23	Brent and Wes' Towing	22
7/7/23	RV Dumpster	Smashed/Compacted	Completed	7/7/23	Brent	23
7/7/23	Commercial Restrooms	Fabricated device to keep people from prying door open	Completed	7/7/23	Brent	24
7/7/23	Fish Station	Dumped carcasses	Completed	7/7/23	Brent & Marian	25
7/7/23	Boat Yard	Set up Conex boxes	Completed	7/7/23	Shawn - Sean - Travis	26
7/7/23	Boat Yard	Cleaned trash off docks	Completed	7/7/23	Shawn - Sean	27
7/9/23	Fuel Dock	Fuel Dock CC machine not working - Identified Zipy service problem - they are working to resolve the issue.	Completed	7/10/23	Brent	28
7/10/23	Fish Station	Dumped fish carcasses	Completed	7/10/23	Brent	29
7/10/23	Travel Lift	Completed 250-hour service	Completed	7/10/23	Brent and Pape	30
7/10/23	Motorcycle shop	Compiled data for lease survey	Completed	7/10/23	Brent	31
7/10/23	RV Park, Site 47	Put firepit back in the ground	Completed	7/10/23	Trent	32
7/10/23	Boat Yard	Built pond with docks	Completed	7/10/23	Shawn & Sean	33
7/10/23	Boat Yard	Finished clean-up	Completed	7/10/23	Shawn - Sean	34
7/11/23	Boat Yard	Set blocks for pond	Completed	7/11/23	Shawn - Sean	35
7/11/23	New Gear Storage	Set fence posts	Completed	7/11/23	Shawn & Sean	36
7/11/23	RV Cameras	Cleaned lens	Completed	7/11/23	Brent	37
7/11/23	RV Shower	Replaced Mens' ADA Coin Acceptor	Completed	7/11/23	Brent	38
7/12/23	Boat Yard	Finished pond with blocks	Completed	7/12/23	Shawn - Sean	39
7/12/23	EQ 1108	Got oil changed	Completed	7/12/23	Brent	40
7/12/23	Guest Dock	Determined that 480 3-phase power is available (transformers are currently a 1-year lead time)	Completed	7/12/23	Brent	41
7/12/23	EQ 1110	Got oil changed	Completed	7/12/23	Brent	42
7/12/23	RV Dumpster Enclosure	Moved blocks from shop to yard	Completed	7/12/23	Brent	43
7/12/23	Office Copier	Spoke w/tech and ordered a fuser & transfer cleaner	Completed	7/12/23	Brent	44
7/12/23	RV Park	Fixed mens' toilet that was not flushing	Completed	7/12/23	Brent	45
7/12/23	Steel wall	Did crane job	Completed	7/12/23	Shawn & Travis	46
7/12/23	RV Park	Took blocks to RV for trash enclosures	Completed	7/12/23	Brent & Shawn	47

7/13/23	Boat Yard	Cleaned bank	Completed	7/13/23	Shawn & Sean	48
7/13/23	Fishing Pier	Fixed fence - dug out and re-set fence post	Completed	7/13/23	Shawn & Sean	49
7/13/23	EQ 1109	Got oil changed	Completed	7/13/23	Brent	50
7/13/23	EQ 1117	Got oil changed	Completed	7/13/23	Brent	51
7/13/23	EQ 1111	Got oil changed, vehicle inspected and seatbelt fixed.	Completed	7/13/23	Brent	52
7/13/23	EQ 1112	Got vehicle inspected and oil changed	Completed	7/13/23	Brent	53
7/13/23	RV Park, Site 84	Replaced leaking hose bib	Completed	7/13/23	Trent	54
7/14/23	Gear Storage	Weed killed	Completed	7/14/23	Shawn	55
7/14/23	Port	Smashed trashes	Completed	7/14/23	Shawn	56
7/14/23	Basin 2- Boatyard Bank	Removed (big) brush	Completed	7/14/23	Marian & Brent	57
7/14/23	Fish Station	Dumped carcasses	Completed	7/14/23	Brent	58
7/14/23	Boat Yard	Dumped brush	Completed	7/14/23	Brent	59
7/14/23	Boat Yard	Completed 2 haul-ins	Completed	7/14/23	Shawn & Sean	60
7/14/23	Boat Yard	Fixed Strap	Completed	7/14/23	Shawn & Sean	61
7/17/23	Land Sale, Cazadores & POBH	Got escrow opened and a surveyor on board	Completed	7/17/23	Brent	62
7/17/23	Travel Lift and Public Hoist	Completed annual inspection	Successfully Completed	7/17/23	Brent and Inspector Bob	63
7/17/23	Boat Yard	Completed haul out	Completed	7/17/23	Shawn - Sean - Travis	64
7/17/23	Boardwalk	Cleaned up under boardwalk	Completed	7/17/23	Shawn & Sean	65
7/17/23	Shop - RV Park	Smashed trash	Completed	7/17/23	Shawn	66
7/17/23	Cazadores	Reviewed Sales Agreement, Opened Escrow	Completed	7/17/23	Brent	67
7/18/23	Kite Field Mens' Restroom	Snaked entire system to remove clog	Completed	7/18/23	Brent & Marian	68
7/18/23	Fuel Dock	Vacuumed 1/2 cup water out of annular	Completed	7/18/23	Brent	69
7/18/23	Office Printer	Arranged to have fuser replaced	Completed	7/18/23	Brent	70
7/18/23	Basin 1, A-28	Replaced 2 cleats and tightened 4 cleats	Completed	7/18/23	Shawn	71
7/18/23	Boat Yard	Got debris off boat	Completed	7/18/23	Shawn - Sean - Brent	72
7/18/23	Gear Storage	Dug and set fence and gate posts	Completed	7/18/23	Shawn and Sean	73
7/18/23	Fish Station	Cleaned Fish Station	Completed	7/18/23	Brent	74
7/19/23	Port Shop	Organized Shop so that EQ3715 can be stored inside	Completed	7/19/23	Brent	75
7/19/23	Boat Yard	Cleared banks	Completed	7/19/23	Shawn & Sean	76
7/20/23	RV Park, Womens' Showers	Cleaned jams and reassembled	Completed	7/20/23	Brent	77
7/20/23	RV Park	Picked up garbage and weed eated the back	Completed	7/20/23	Trent	78
7/20/23	Boat Yard	Cleared banks	Completed	7/20/23	Shawn & Sean	79
7/21/23	Pithitude	Painted hash marks for landing zone	Completed	7/21/23	Brent	80
7/21/23	Boardwalk	Powered all outlets	Completed	7/21/23	Brent	81
7/21/23	Blue Fin	Investigated leak under sink-found drain was dislodged - they will fix	Completed	7/21/23	Brent	82
7/21/23	Fish Station	Dumped carcasses	Completed	7/21/23	Brent	83
7/21/23	Basin 2, D-18 (The Sinner)	Installed new cleat at end of slip	Completed	7/21/23	Marian	84
7/21/23	Launch Ramp	Blanked off two outlets outside of service box	Completed	7/21/23	Brent and Gowman Electric	85
7/21/23	Boat Yard	Put two boats back in	Completed	7/21/23	Shawn & Sean	86
7/21/23	Boat Yard	Cleared banks	Completed	7/21/23	Shawn - Sean - Travis	87
7/21/23	Launch Ramp	Put asphalt patch at entry	Completed	7/21/23	Brent	88
7/21/23	RV Park, Sites 87-93	Cut cables and covered conduit	Completed	7/21/23	Trent	89
7/24/23	Fish Station/CTR	Took fish to CTR	Completed	7/24/23	Shawn	90
7/24/23	Boardwalk	Finished cleaning under boardwalk	Completed	7/24/23	Shawn & Sean	91
7/24/23	Boat Yard	Finished cleaning bank	Completed	7/24/23	Shawn - Sean - Travis - Marian	92
7/24/23	Basin 1, F-14	Re-tied boat that came loose - replaced 1 rope	Completed	7/24/23	Shawn & Sean	93
7/25/23	Gear Storage	Removed fence and cleaned up	Completed	7/25/23	Shawn - Sean - Marian - Travis - Gary	94
7/25/23	Wes' Towing	Scrap metal	Completed	7/25/23	Shawn & Sean	95
7/25/23	RV Park	Brought over a pallet of wood	Completed	7/27/23	Trent	96
7/26/23	Gear Storage	Moved 1000+ crab pots	Completed	7/26/23	Shawn	97
7/26/23	Boat Launch/Public Transient	Turned water back on at main	Completed	7/26/23	Brent	98

7/27/23	Cazadores Land Sale	Forwarded title docs to surveyor for application documentation	Completed	7/27/23	Brent	99
7/27/23	RV #35	Secured top of electric pad that had been damaged by guest	Completed	7/27/23	Brent	100
7/27/23	Fish Station	Dumped carcasses	Completed	7/27/23	Brent	101
7/27/23	Port	Set up new laser level and returned defective unit	Completed	7/27/23	Brent	102
7/27/23	B1, B29	Spoke with boat owner who had overtied boat. He only did this due to a major surge and does not need a new cleat.	Completed	7/27/23	Brent	103
7/27/23	Gear Storage	Moved gear, pallets, totes	Completed	7/27/23	Shawn	104
7/27/23	Gear Storage	Moved Conex boxes	Completed	7/27/23	Shawn - Sean - Brent - Travis	105
7/28/23	EX 3710	Replaced broken grease fitting	Completed	7/28/23	Brent	106
7/28/23	RV Park Mens' Bathroom	Cleaned and fixed clogged toilets	Completed	7/28/23	Trent	107
7/28/23	RV Park, Units 40, 44, 45, 47	Cleaned out partial firepits	Completed	7/28/23	Trent	108
7/28/23	RV Park Back Ins	Cleaned off concrete pads	Completed	7/28/23	Trent	109
7/28/23	RV Park Pull Throughs	Cleaned off concrete pads	Completed	7/28/23	Trent	110
7/31/23	Fish Station	Dumped carcasses	Completed	7/31/23	Brent	111
7/31/23	RV Park Showers	Cleaned and fixed coin acceptors	Completed	7/31/23	Brent	112
7/31/23	RV Unit 35	Replaced broken door on electric pedestal	Completed	7/31/23	Brent	113
7/31/23	RV Sink	Cleared out sand to fix faucet	Completed	7/31/23	Brent	114
7/31/23	Shop - RV Park	Smash trashes	Completed	7/31/23	Shawn	115
7/31/23	Gear Storage	Fixed and built fence and installed gate	Completed	7/31/23	Shawn & Sean	116
7/31/23	RV Site 89	Fixed electrical pedestal	Completed	7/31/23	Trent	117
7/31/23	RV Site 34	Pressure washed pedestal	Completed	7/31/23	Trent	118
					TOTAL	118



Brooking Harbor VenTek RCS

Monthly Transactions Summary Report

4 Aug 2023 11:01:03AM

Date: July 01, 2023 to July 31, 2023

Payment type: ALL

Transaction IDs: ALL

Terminals: ALL

Location	Terminal	Product	Count	Cash	Visa	MC	Amex	Discover	Smart Card	Debit	Cash Refund	Credit Refund	Total
Date: 2023 / July													
1	VS_All Pay												
	1	Boat Launch	608	1,455.00	1,320.00	205.00	0.00	0.00	0.00	0.00	0.00	0.00	2,980.00
	2	Daily Moorage	62	30.00	1,860.00	270.00	0.00	0.00	0.00	0.00	0.00	0.00	2,160.00
	4	Trailer Storage	23	10.00	680.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	720.00
	Subtotal		693	1,495.00	3,860.00	505.00	0.00	0.00	0.00	0.00	0.00	0.00	5,860.00
Total Sales			693	1,495.00	3,860.00	505.00	0.00	0.00	0.00	0.00	0.00	0.00	5,860.00
Grand Totals													
Total Sales			693	1,495.00	3,860.00	505.00	0.00	0.00	0.00	0.00	0.00	0.00	5,860.00

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Date	Total Units	Occupied Units	Unoccupied Units	Occupancy
07/01/2023	127	102	25	80%
07/02/2023	127	99	28	78%
07/03/2023	127	105	22	83%
07/04/2023	127	102	25	80%
07/05/2023	127	92	35	72%
07/06/2023	127	90	37	71%
07/07/2023	127	96	31	76%
07/08/2023	127	95	32	75%
07/09/2023	127	72	55	57%
07/10/2023	127	75	52	59%
07/11/2023	127	74	53	58%
07/12/2023	127	71	56	56%
07/13/2023	127	90	37	71%
07/14/2023	127	98	29	77%
07/15/2023	127	103	24	81%
07/16/2023	127	84	43	66%
07/17/2023	127	82	45	65%
07/18/2023	127	80	47	63%
07/19/2023	127	78	49	61%
07/20/2023	127	87	40	69%
07/21/2023	127	98	29	77%
07/22/2023	127	102	25	80%
07/23/2023	127	87	40	69%
07/24/2023	127	89	38	70%
07/25/2023	127	88	39	69%
07/26/2023	127	88	39	69%
07/27/2023	127	89	38	70%
07/28/2023	127	103	24	81%
07/29/2023	127	106	21	83%
07/30/2023	127	84	43	66%
07/31/2023	127	82	45	65%
	3937	2791		

July Occupancy	71%
Total	

Six Month Occupancy Forecast

August	50%
September	26%
October	6%
November	2%
December	0%
January	0%

April's Tasks Completed

July 2023

- July 1** Generated and sent out 33 Commercial Retail Lease Invoices for the month of June
- July 3/4** Assisted with set up of cones, barricades, and signage for Fireworks event
Worked RV Park gate for traffic control from 1-4pm on July 4th
- July 5** Reconciled LGIP bank accounts for month ending June 2023
- July 7** Sent copy of Lease Agreement "Chetco Dustless Blasting" to Curry County Assessor's office
- July 10** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- July 10** Submitted Tax Certification Documents for FY 2023-24 Budget to Curry County Assessor's office
- July 11** Submitted FY 2023-24 Budget and Tax Certification Documents to Curry County Clerk's office
- July 11** Processed Post Seizure Notice for "American Maid" owned by Christopher Walko, sent copies to him, to the current registered owner of boat, and to the Marine Board
- July 12** Updated 2022-23 Budget amounts in QuickBooks to reflect approved Supplemental Budget
- July 12** Added 2023-24 Budget in QuickBooks to reflect approved FY 2023-24 Budget
- July 14** Reconciled Umpqua bank accounts for month ending June 2023
- July 17** Drafted ad for posting in paper and online – request for proposals: Municipal Auditor FY 2022-23
- July 20** Attended Regular Commissioner Meeting.
Transferred \$300,000 from Reserve Fund to General Fund for FEMA project spending
- July 24** Processed Payroll, including SEP / IRA Contributions and payroll taxes
- July 24** Created a report of staff for FEMA Labor Reimbursements: pay rates, hourly benefit rates, SEP/IRA
- July 26** Meeting with Jen, Travis & Danielle regarding new Park Host, assisted in drafting ad for volunteers
- July 31** Submitted Curry County and Oregon State Transient Lodging Tax Reports for 2nd QTR 2023

Denise's Tasks Completed

Date: July

- | | |
|--------------------|---|
| Daily | Processed fuel tickets, updated fuel dock sales spreadsheet, monitored transient dock |
| Daily | Processed Purchase Orders, Bills and Vendor Invoices |
| Daily | Made bank deposit, got mail, sorted and processed mail and entered payments into Quickbooks |
| Daily | Processed RV Park Reconciliation and Deposit |
| Daily | Entered Deposit from office settlement and Backed Up Quickbooks |
| July 1 - 30 | Handled storage inquiries and filled 2 vacant trailer/boat storage spaces |
| July 7 | Created New Vendor Files for FY 7/1/23-7/1/24. Archived previous Vendor files. |
| July 14 | Entered all June Kiosk credit card payments into Quickbooks |
| July 20 | Invoiced for 21 gear storage spaces and 18 vessel/trailer storage spaces |
| July 30 | Assessed Finance Charges, ran and sent monthly statements and processed collections notices |

NOTES:

Recurring:

- Maintained work orders log and prepared month end report
- Maintained trailer/boat spreadsheets and waiting list, and gear storage spreadsheets
- Assisted with previous months' bank/Quickbooks reconciliations
- Ran cards on file for approved storage/lease/bar cam sponsor customers on first of month, and throughout month for approved fuel customers
- Assisted with processing vendor payments/checks and dropped off designated payments
- Filed periodic Equipment Maintenance sheets and other periodic inspection sheets

Lisa's Tasks Completed

Date: July

- | | |
|----------------|--|
| July 3 | Finalized September 2023 Moorage Renewals dated September 1 – 10, 2023. |
| July 3 | Posted for mailing September 2023 Moorage Renewals dated September 1 – 10, 2023. |
| July 5 | Finalized September 2023 Moorage Renewals dated September 15 – 27, 2023. |
| July 7 | Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant. |
| July 17 | Posted for mailing September 2023 Moorage Renewals dated September 15 – 27, 2023. |
| July 27 | Prepared Updated Boat Slip Inventory List for Danielle King, Administrative Assistant. |
| July 28 | Notarized signature of Richard Heap on Ground Lease Memorandum. |
| July 31 | Notarized signature of Reginald J. Boltz on Ground Lease Memorandum. |
| July 31 | Prepared letter to accompany payment and Ground Lease Memorandum for recording. |

NOTES:

Recurring:

- Updated expired insurance, registration, and policies for moorage customers.
- Issued Parking Permits for moorage customers.
- Issued Annual Launch passes.

For July 2023:

July 2023 Vessel Inspections:

- Cajun Lady - OR422ADG (Philip Locks) (B2, G18) – Inspection completed on 7/25/23. Vessel “Passed” for seaworthiness per Travis.

Disposed:

- No boats were disposed of during the month of July 2023.

Ongoing Inspections:

- OR430ZM (Kenneth Freeman) (B2, H4) – Inspection completed on 3/2/23. Ken had planned to remove his boat from the Port before his moorage renewal of 8/03/23. As of 8/4/23, Ken is in the process of making arrangements to have his boat towed for removal from the water.
- Thor – OR886ABZ – (Randy Scott) (B2, O13) – On 5/08/23, Randy called to say he is leaving messages for a diesel mechanic to do repairs. Tentative vessel inspection has been set out to 10:00 am, Tuesday, 8/22/23.

Currently Scheduling Upcoming Inspections for:

- Rhumba (Michael Maas) (B2, I-15)
 - Michael canceled 2 scheduled vessel inspections in the Month of March.
 - Left voice message acknowledging cancellation and stated that if vessel inspection is delayed until August 2023, his moorage will not be renewed.
 - Travis spoke with Michael Maas on 07/07/23 for an update on scheduling vessel inspection. Vessel is not seaworthy at this time. We will follow up mid-August.
- Shar-Mar (Myrna Underwood-Scott) (B1, M18)
 - Spoke with Myrna regarding scheduling vessel inspection in August.
- OR954ABG (Dustin Shermer) (B2, E17)
 - Inspection to be scheduled in August 2023.
- Distant Star (Herschel Weeks) (B2, O17)
 - Inspection to be scheduled in August 2023.

Danielle's Tasks Completed

Date: July 2023

- July 3** Helped move cones from Slam N' Salmon event to RV Park for 4th of July
- July 4** Monitored the entrance of the RV Park from 1pm to 4pm. Pros: Great feedback on the road being closed from guests and public. Cons: Having Pyrotechnicians being located in fall out zone.
- July 5** Cleaned up cones and trash around the Port from 4th of July
- July 6** Set up arrangements to have a vehicle that has been abandoned on Port property to be towed
- July 6** Attended Board of Commissioners Special Meeting
- July 6** Publish on Port Website and have publication set up through the Curry pilot to publish Commissioner Vacancy
- July 10 - 11** Completed Commissioner Minutes for June 21
- July 11 - 12** Complete Commissioner Packet for July 19
- July 13** Provided meeting packet for July 19, Regular Meeting to the public and commissioners
- July 17** Gave a safety meeting regarding wildfire smoke safety, heat illness and what to do if there is an incident.
- July 17** RPF for an auditor was published onto website and distributed to newspapers (Curry Pilot & World News)
- July 18** Signed Commissioners and Staff up for SDAO Board Member Training
- July 19** Attended Board of Commissioner Regular Meeting
- July 24** Completed Draft Minutes for July 6
- July 31** Completed Minutes for July 19
- July 31** Monthly inspections were completed as required by our Stormwater Pollution Control Plan.

Gary's Tasks Completed

July 2023

- July 3 thru 31** FEMA Contracts – Clam Dredging contract completed and sent to Billeter Marine for signatures. Sediment Basin Construction proposal review and draft contract.
- July 3 thru 5** Assist with July Fourth preparation, traffic control and clean up.
- July 3 thru 31** FEMA procurements – Dredge, tractor-loader, storage building, turbidity screens, HDPE dredge pipe, pipe floats and generator.
- July 3 thru 31** Updating and tracking all costs involved with FEMA (PW-189 Dredging and PW-190 Administration), EPA (WWTP) and HMGP (Stormwater & Paving Improvements). Prepare documents and submit to FEMA PW-189 Dredging Payment Request No.1 (\$160,381) and FEMA PW-190 Administration Payment Request No.1. (\$10,943) Prepare documents and submit to EPA Payment Request No. 2. (\$44,863).
- July 13** Finished organizing digital copies of old Port construction drawings and uploaded on Port server.
- July 18 & 19** Strategic Business Plan Tables 14, 15 and 17, and Project Opportunities Map review and update changes.

NOTES:

SAFETY, SECURITY, AND ENVIRONMENTAL REPORT

DATE: August 16, 2023
RE: July 2023
TO: Travis Webster, Port Manager
ISSUED BY: Danielle King, Safety, Security & Environmental Coordinator

SAFETY

- Port staff discussed wildfire smoke, heat illness awareness, and what to do in an incident.

INCIDENTS

POBH recorded (8) incidents for the month of July bringing the year total to (34). Incidents included:

- Port patron accidentally hit the fence and handicap sign at the Public Fishing Pier. Port staff bent fence back upright and replaced post to sign.
- After multiple overnight violations, vehicle was deemed abandoned on Port property. Wes's Towing removed vehicle away.
- Moorage customer stated a part was stolen from the starboard motor. Unfortunately, security cameras do not show anything.
- Was reported that a youth painting was removed from the concrete boardwalk. Unfortunately, security cameras don't point in that direction.
- Was reported an adult painting was removed from the Boardwalk. Unfortunately, security cameras do not show anything.
- Two individuals were trespassed for sleeping on Port property on multiple occasions, stopping customers from entering multiple businesses, harassing ODFW by twirling knives, using inappropriate language, and using Port utilities without permission.
- (2) RV customers reported on two different nights their bicycles being stolen. Both customers reported incident to the sheriffs.

SECURITY

Four Aces Security Solutions and POBH recorded (46) security issues for the month of July bringing the year total to (248). Issues included:

- (9) Overnight parking tickets.
- (2) Parking Violations throughout the Port
- (14) Ticket Violations in Boat Launch Parking Lot
- (2) Unhitched Trailers
- (19) Parking Violations in the Boat Launch Parking Lot

ENVIRONMENTAL / DEQ 1200-Z INDUSTRIAL STORMWATER

- Monthly inspections were completed as required by our Stormwater Pollution Control Plan (SWPCP).

UPCOMING EVENTS

Date	Event	Location	Organizer
August 10 - 13	Pirates of the Pacific Festival	Boardwalk	Bruce Ellis
September 23 – 25	Docktoberfest	Boardwalk	Bruce Ellis

FINANCIAL SUMMARY

DATE: August 16, 2023
RE: Month End Report for July 2023
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: April Walker, Office Manager

July 2023 Financial Report – Overview

Balance Sheet

- Unrestricted Cash and Equivalents totaled \$340,658
- Restricted Cash and Equivalents totaled \$607,697
- Total Checking/Savings (cash) at \$948,355

July Profit & Loss

- Total revenue for all funds was \$344,054
- Total expense was \$425,073
- The net income for July was (\$81,019)

July Program Revenues		July Program Expenditures		Net
Beachfront RV Park	\$74,328	\$13,759		\$60,569
Commercial / Retail	\$50,852	\$16,747		\$34,105
Fuel Dock	\$98,322	\$81,703		\$16,619
Marina	\$66,609	\$43,150		\$23,459
Total General Fund	\$290,111	\$155,359		\$134,752

Budget Performance FY 2022-2023

- Total income for all funds is 3.5%, with general fund revenues at 12.3%
- Total expenditure for all funds is 4.3%, with general fund expenditure at 7.5%

ATTACHMENTS

- Port Balance Sheet as of July 31, 2023, 2 pages
- Profit & Loss July 2023, 3 pages
- Profit & Loss General Fund July 2023, 2 pages
- Profit & Loss Budget Performance, FY July 1, 2023, through June 30, 2024, 4 pages
- July 2023 Check Register, 4 pages
- July 2023 ACH and Debit Card Payments, 3 pages
- Vendor Summary July 2023, 2 pages

Depreciation expenses are not included in the budget or in our financial reports. If depreciation expense were included in the budget, it would be difficult to balance the budget, and depreciation is not a cash expense, required under Generally Accepted Accounting Principles (GAAP), but not Governmental Accounting Standards Board (GASB).

Port of Brookings Harbor Balance Sheet

Cash Basis

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
100 · UNRESTRICTED CASH & EQUIVALENTS	
101 · GENERAL FUND CHECKING & LGIP	
10103 · General Funds Ckg Umpqua 3634	162,298.15
10106 · General Fund LGIP 6017	128,752.62
10107 · Dredging LGIP 6254	47,498.48
Total 101 · GENERAL FUND CHECKING & LGIP	338,549.25
10101 · Petty Cash	399.00
10102 · COUNTER CASH	
10102.1 · Office/Reception Cash Drawer	400.00
10102.2 · RV Park Cash Drawer	510.00
10102.3 · Fuel Dock Cash Drawer	800.00
Total 10102 · COUNTER CASH	1,710.00
Total 100 · UNRESTRICTED CASH & EQUIVALENTS	340,658.25
110 · RESTRICTED CASH & EQUIVALENTS	
104 · RESTRICTED MONEY MKT & CHECKING	
20104 · USDA BOND Umpqua MM 9529	2,521.34
30104 · Debt Service Umpqua MM 8627	2,507.24
40104 · Capital Projects Umpqua 8018	302,500.00
Total 104 · RESTRICTED MONEY MKT & CHECKING	307,528.58
105 · RESTRICTED LGIP	
20105 · USDA Bond Fund LGIP 6021	113,802.01
30105 · IFA Debt Service Fund LGIP 6020	54,850.33
50105 · Reserve Fund LGIP 6018	128,535.94
70105 · Capital Projects LGIP 6273	
70105.2 · Port Construction Fund	217,128.94
70105 · Capital Projects LGIP 6273 - Other	-214,149.17
Total 70105 · Capital Projects LGIP 6273	2,979.77
Total 105 · RESTRICTED LGIP	300,168.05
Total 110 · RESTRICTED CASH & EQUIVALENTS	607,696.63
Total Checking/Savings	948,354.88
Accounts Receivable	
120 · ACCOUNTS RECEIVABLE	-26,575.88
Total Accounts Receivable	-26,575.88
Other Current Assets	
130 · DUE FROM TRANSFERS	
40130 · Due From Capital Projects	223,217.35
Total 130 · DUE FROM TRANSFERS	223,217.35
150 · Undeposited Funds	16,373.15
Total Other Current Assets	239,590.50
Total Current Assets	1,161,369.50
TOTAL ASSETS	1,161,369.50
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100222 · Payroll Liabilities	

Port of Brookings Harbor Balance Sheet

Cash Basis

	Jul 31, 23
10222 · HealthCare Premium - Dependent	-1,314.96
Total 100222 · Payroll Liabilities	-1,314.96
10226 · Lodging Tax Payable	38,980.32
230 · DUE TO TRANSFERS	
40230 · Due To General Fund from CP	223,217.35
Total 230 · DUE TO TRANSFERS	223,217.35
Total Other Current Liabilities	260,882.71
Total Current Liabilities	260,882.71
Total Liabilities	260,882.71
Equity	
300 · Fund Balance	
301 · Unappropriated Balance	
10301 · General Fund Unappropriated Bal	532,465.33
20301 · Revenue Bond Unappropriate Bal	102,351.92
30301 · Debt Service Unappropriated Bal	22,758.51
40301 · Capital Project Unappropriated	40,430.77
50301 · Reserve Fund Unappropriated Bal	402,738.52
70301 · Port Const. Fund Unappropriated	569,448.67
Total 301 · Unappropriated Balance	1,670,193.72
302 · Appropriated Carryover	
10302 · General Fund Appropriated Carry	-532,465.33
20302 · Revenue Bond Appropriated Carry	-102,351.92
30302 · Debt Service Appropriated Carry	-22,758.51
40302 · Capital Proj Appropriated Carry	-40,430.77
50302 · Reserve Fund Appropriated Carry	-402,738.52
70302 · Port Const. Fund Appropriated	-569,448.67
Total 302 · Appropriated Carryover	-1,670,193.72
Total 300 · Fund Balance	0.00
3900 · RETAINED EARNINGS	981,505.53
Net Income	-81,018.74
Total Equity	900,486.79
TOTAL LIABILITIES & EQUITY	1,161,369.50

Port of Brookings Harbor
Profit & Loss
July 2023

	Jul 23
Income	
400 · REVENUES	
401 · GENERAL FUND REVENUES	
10412 · Property Tax Current	471.07
10413 · Property Tax Prior	356.94
10414 · Interest General Fund	823.76
Total 401 · GENERAL FUND REVENUES	1,651.77
402 · GENERAL FUND PROGRAM REVENUES	
10421 · MARINA	
10421.2 · MOORAGE	
10421.3 · Commercial Slip Rent	4,748.18
10421.4 · Recreational Slip Rent	28,961.24
10421.5 · Transient	2,291.88
10421.6 · Other Moorage	418.00
Total 10421.2 · MOORAGE	36,419.30
10422 · Boat Launch	1,980.00
10423 · STORAGE	
10423.1 · Gear Storage	3,977.10
10423.2 · Boat Storage	4,390.00
Total 10423 · STORAGE	8,367.10
10424 · ADMINISTRATIVE FEES	301.53
10425 · MARINE SERVICES	
10425.1 · Travelift	5,595.00
10425.2 · 12 K Telehandler	1,734.00
10425.3 · Other Sales & Fees	8,955.86
Total 10425 · MARINE SERVICES	16,284.86
10426 · EVENTS ON PORT PROPERTY	3,990.00
Total 10421 · MARINA	67,342.79
10427 · BEACHFRONT RV PARK	
10427.1 · Space Rental	66,936.69
10427.2 · Other Sales & Fees	7,391.00
Total 10427 · BEACHFRONT RV PARK	74,327.69
10428 · COMMERCIAL RETAIL	
10428.1 · Retail Property	32,220.48
10428.2 · Docks	15,068.00
10428.3 · CPI and Other Fees	3,563.83
Total 10428 · COMMERCIAL RETAIL	50,852.31
10429 · FUEL DOCK	98,479.24
Total 402 · GENERAL FUND PROGRAM REVENUES	291,002.03
420 · USDA REVENUE BOND FUND	
20414 · Interest Revenue Bond Fund	390.68
20419 · Transfer to USDA Bond Fund	10,843.00
Total 420 · USDA REVENUE BOND FUND	11,233.68
430 · DEBT SERVICE FUND REVENUE	
30414 · Interest Debt Service Fund	179.25
30419 · Transfer to Debt Service Fund	31,958.71
Total 430 · DEBT SERVICE FUND REVENUE	32,137.96

Port of Brookings Harbor

Profit & Loss

July 2023

	Jul 23
450 · RESERVE FUND REVENUE	
50414 · Interest Reserve Fund	1,208.49
50419 · Transfer to Reserve Fund	2,000.00
	<hr/>
Total 450 · RESERVE FUND REVENUE	3,208.49
460 · DEBT SERV. RV PARK IMPROV. FUND	
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87
	<hr/>
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87
470 · PORT CONSTRUCTION FUND REVENUE	
70414 · Interest Port Construction Fund	10.35
	<hr/>
Total 470 · PORT CONSTRUCTION FUND REVENUE	10.35
Total 400 · REVENUES	<hr/> 344,054.15
Total Income	<hr/> 344,054.15
Gross Profit	<hr/> 344,054.15
Expense	
600 · GENERAL FUND EXPENDITURES	
10900 · Operating Transfers Out General	49,611.58
500 · PERSONNEL SERVICES	
10502 · Office Staff	26,980.13
10504 · Operations Staff	15,274.49
10506 · Overtime	1,969.91
10508 · Payroll Taxes/Costs/Benefits	
10508.1 · Paid Holidays	2,391.32
10508.2 · Sick Leave Benefit	463.93
10508.3 · Vacation	2,758.11
10508.4 · Payroll Taxes	5,368.24
10508.5 · SEP Retirement	3,963.61
	<hr/>
Total 10508 · Payroll Taxes/Costs/Benefits	14,945.21
10510 · Health Care and Dental	7,537.15
	<hr/>
Total 500 · PERSONNEL SERVICES	66,706.89
601 · GENERAL FUND Material & Service	
10602 · REPAIRS & MAINTENANCE	
10602.1 · Equip. Repair/Maintenance	5,250.00
10602.2 · Supplies	14,985.40
10602.3 · Services	5,103.04
	<hr/>
Total 10602 · REPAIRS & MAINTENANCE	25,338.44
10603 · FUEL purchased for resale	69,947.54
10605 · UTILITIES	
10605.3 · Sanitary	4,091.84
10605.5 · Telecommunications	1,317.50
10605.6 · Waste Removal	8,309.32
10605.7 · Water	2,181.04
	<hr/>
Total 10605 · UTILITIES	15,899.70
10606 · OFFICE EXPENSE	982.60
10607 · BANK SERVICE & FINANCE FEES	6,127.59
10608 · TRAINING & TRAVEL	525.00
10609 · PERMITS, LICENSES, TAXES & MISC	1,889.48
10610 · INSURANCE; PROP & CAS, BOND	14,105.52

**Port of Brookings Harbor
Profit & Loss
July 2023**

	Jul 23
10611 · PROFESSIONAL FEES	
10611.2 · Attorney	12,357.50
10611.4 · Other Support/Consultant	976.16
Total 10611 · PROFESSIONAL FEES	13,333.66
Total 601 · GENERAL FUND Material & Service	148,149.53
Total 600 · GENERAL FUND EXPENDITURES	264,468.00
630 · DEBT SERVICE FUND EXPENDITURES	
801 · Principal	
30803P · 50 BFMII Travelift Principal	4,574.53
30804P · 2018 Genie Forklift Principal	1,325.78
Total 801 · Principal	5,900.31
810 · Interest Payments	
30813I · 50 BFMII Travelift Interest	84.47
30814I · 2018 Genie Forklift Interest	138.93
Total 810 · Interest Payments	223.40
Total 630 · DEBT SERVICE FUND EXPENDITURES	6,123.71
640 · CAPT. PROJ. EXPENDITURES	
740 · CAPT. PROJ. CAPITAL OUTLAY	
40702 · Land Improvement - Capt Proj	
40702.4 · FEMA- Dredging PW 189	84,793.73
40702.6 · EPA- Wastewater Treatment Plant	33,253.00
40702.7 · Hazard Mitigation-Paving/Drains	2,520.00
40702.8 · Business Oregon- Dredging	28,264.58
40702.9 · Business Oregon- HMGP	840.00
Total 40702 · Land Improvement - Capt Proj	149,671.31
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	149,671.31
Total 640 · CAPT. PROJ. EXPENDITURES	149,671.31
660 · DEBT SERV. RV PARK EXPENDITURES	
60806P · RV Park Improv. Loan Principal	3,369.83
60815I · RV Park Improv. Loan Interest	1,440.04
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87
Total Expense	425,072.89
Net Income	-81,018.74

Port of Brookings Harbor
Profit & Loss General Fund
July 2023

	BEACHFRONT RV P...	COMMERCIAL RETA...	FUEL DOCK	MARINA	Total GENERAL FUND	TOTAL
	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)	(GENERAL FUND)		
Income						
400 · REVENUES						
402 · GENERAL FUND PROGRAM REVENUES						
10421 · MARINA						
10421.2 · MOORAGE						
10421.3 · Commercial Slip Rent	0.00	0.00	0.00	4,748.18	4,748.18	4,748.18
10421.4 · Recreational Slip Rent	0.00	0.00	0.00	28,961.24	28,961.24	28,961.24
10421.5 · Transient	0.00	0.00	393.00	1,898.88	2,291.88	2,291.88
10421.6 · Other Moorage	0.00	0.00	0.00	418.00	418.00	418.00
Total 10421.2 · MOORAGE	0.00	0.00	393.00	36,026.30	36,419.30	36,419.30
10422 · Boat Launch	0.00	0.00	0.00	1,980.00	1,980.00	1,980.00
10423 · STORAGE						
10423.1 · Gear Storage	0.00	0.00	0.00	3,977.10	3,977.10	3,977.10
10423.2 · Boat Storage	0.00	0.00	0.00	4,390.00	4,390.00	4,390.00
Total 10423 · STORAGE	0.00	0.00	0.00	8,367.10	8,367.10	8,367.10
10424 · ADMINISTRATIVE FEES	0.00	0.00	0.00	301.53	301.53	301.53
10425 · MARINE SERVICES						
10425.1 · Travelift	0.00	0.00	0.00	5,169.00	5,169.00	5,169.00
10425.2 · 12 K Telehandler	0.00	0.00	0.00	1,734.00	1,734.00	1,734.00
10425.3 · Other Sales & Fees	0.00	0.00	0.00	8,955.86	8,955.86	8,955.86
Total 10425 · MARINE SERVICES	0.00	0.00	0.00	15,858.86	15,858.86	15,858.86
10426 · EVENTS ON PORT PROPERTY	0.00	0.00	0.00	3,990.00	3,990.00	3,990.00
Total 10421 · MARINA	0.00	0.00	393.00	66,523.79	66,916.79	66,916.79
10427 · BEACHFRONT RV PARK						
10427.1 · Space Rental	66,936.89	0.00	0.00	0.00	66,936.89	66,936.89
10427.2 · Other Sales & Fees	7,391.00	0.00	0.00	0.00	7,391.00	7,391.00
Total 10427 · BEACHFRONT RV PARK	74,327.69	0.00	0.00	0.00	74,327.69	74,327.69
10428 · COMMERCIAL RETAIL						
10428.1 · Retail Property	0.00	32,220.48	0.00	0.00	32,220.48	32,220.48
10428.2 · Docks	0.00	15,068.00	0.00	0.00	15,068.00	15,068.00
10428.3 · CPI and Other Fees	0.00	3,563.83	0.00	0.00	3,563.83	3,563.83
Total 10428 · COMMERCIAL RETAIL	0.00	50,852.31	0.00	0.00	50,852.31	50,852.31
10429 · FUEL DOCK	0.00	0.00	97,929.23	84.98	98,014.21	98,014.21
Total 402 · GENERAL FUND PROGRAM REVENUES	74,327.69	50,852.31	98,322.23	66,608.77	290,111.00	290,111.00
Total 400 · REVENUES	74,327.69	50,852.31	98,322.23	66,608.77	290,111.00	290,111.00
Total Income	74,327.69	50,852.31	98,322.23	66,608.77	290,111.00	290,111.00
Gross Profit	74,327.69	50,852.31	98,322.23	66,608.77	290,111.00	290,111.00
Expense						
600 · GENERAL FUND EXPENDITURES						
500 · PERSONNEL SERVICES						

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Port of Brookings Harbor Profit & Loss General Fund July 2023

	BEACHFRONT RV P... (GENERAL FUND)	COMMERCIAL RETA... (GENERAL FUND)	FUEL DOCK (GENERAL FUND)	MARINA (GENERAL FUND)	Total GENERAL FUND	TOTAL
10502 · Office Staff	0.00	0.00	0.00	0.00	0.00	0.00
10504 · Operations Staff	0.00	0.00	0.00	0.00	0.00	0.00
10506 · Overtime	0.00	0.00	0.00	0.00	0.00	0.00
10508 · Payroll Taxes/Costs/Benefits						
10508.1 · Paid Holidays	0.00	0.00	0.00	0.00	0.00	0.00
10508.2 · Sick Leave Benefit	0.00	0.00	0.00	0.00	0.00	0.00
10508.3 · Vacation	0.00	0.00	1,540.70	0.00	1,540.70	1,540.70
10508.4 · Payroll Taxes	0.00	0.00	165.62	0.00	165.62	165.62
10508.5 · SEP Retirement	733.26	910.16	910.16	1,410.03	3,963.61	3,963.61
Total 10508 · Payroll Taxes/Costs/Benefits	733.26	910.16	2,616.48	1,410.03	5,669.93	5,669.93
10510 · Health Care and Dental	1,050.43	1,668.24	2,409.24	2,409.24	7,537.15	7,537.15
Total 500 · PERSONNEL SERVICES	1,783.69	2,578.40	5,025.72	3,819.27	13,207.08	13,207.08
601 · GENERAL FUND Material & Service						
10602 · REPAIRS & MAINTENANCE						
10602.1 · Equip. Repair/Maintenance	0.00	0.00	0.00	5,250.00	5,250.00	5,250.00
10602.2 · Supplies	179.00	245.00	234.96	8,348.74	9,007.70	9,007.70
10602.3 · Services	1,252.57	927.00	0.00	2,923.47	5,103.04	5,103.04
Total 10602 · REPAIRS & MAINTENANCE	1,431.57	1,172.00	234.96	16,522.21	19,360.74	19,360.74
10603 · FUEL purchased for resale	0.00	0.00	69,947.54	0.00	69,947.54	69,947.54
10605 · UTILITIES						
10605.3 · Sanitary	917.21	1,649.86	33.14	1,491.63	4,091.84	4,091.84
10605.5 · Telecommunications	302.29	88.41	134.37	792.43	1,317.50	1,317.50
10605.6 · Waste Removal	3,035.86	0.00	0.00	5,273.46	8,309.32	8,309.32
10605.7 · Water	345.90	368.54	26.00	1,440.60	2,181.04	2,181.04
Total 10605 · UTILITIES	4,601.26	2,106.81	193.51	8,998.12	15,899.70	15,899.70
10606 · OFFICE EXPENSE	264.80	240.89	236.01	240.90	982.60	982.60
10607 · BANK SERVICE & FINANCE FEES	2,743.36	0.00	1,710.51	1,672.62	6,126.49	6,126.49
10608 · TRAINING & TRAVEL	131.25	131.25	131.25	112.50	506.25	506.25
10609 · PERMITS, LICENSES, TAXES & MISC	12.74	12.75	12.75	1,851.24	1,889.48	1,889.48
10610 · INSURANCE; PROP & CAS, BOND	979.60	2,222.67	2,599.77	8,303.48	14,105.52	14,105.52
10611 · PROFESSIONAL FEES						
10611.2 · Attorney	1,421.75	8,092.25	1,421.75	1,421.75	12,357.50	12,357.50
10611.4 · Other Support/Consultant	388.81	189.80	189.76	207.79	976.16	976.16
Total 10611 · PROFESSIONAL FEES	1,810.56	8,282.05	1,611.51	1,629.54	13,333.66	13,333.66
Total 601 · GENERAL FUND Material & Service	11,975.14	14,168.42	76,677.81	39,330.61	142,151.98	142,151.98
Total 600 · GENERAL FUND EXPENDITURES	13,758.83	16,746.82	81,703.53	43,149.88	155,359.06	155,359.06
Total Expense	13,758.83	16,746.82	81,703.53	43,149.88	155,359.06	155,359.06
Net Income	60,568.86	34,105.49	16,618.70	23,458.89	134,751.94	134,751.94

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**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
Income			
400 · REVENUES			
401 · GENERAL FUND REVENUES			
10411 · Cash Carry Over	0.00	402,242.00	0.0%
10412 · Property Tax Current	471.07	270,000.00	0.2%
10413 · Property Tax Prior	8,769.94	10,000.00	87.7%
10414 · Interest General Fund	823.76	2,000.00	41.2%
10417 · Assets Sales	0.00	10,000.00	0.0%
10418 · Miscellaneous	0.00	50,000.00	0.0%
10419 · Transfer to General Fund	0.00	0.00	0.0%
10420 · Grants & Other Funding - GF	0.00	0.00	0.0%
Total 401 · GENERAL FUND REVENUES	10,064.77	744,242.00	1.4%
402 · GENERAL FUND PROGRAM REVENUES			
10421 · MARINA			
10421.2 · MOORAGE			
10421.3 · Commercial Slip Rent	9,144.22		
10421.4 · Recreational Slip Rent	54,503.23		
10421.5 · Transient	2,317.38		
10421.6 · Other Moorage	506.00		
Total 10421.2 · MOORAGE	66,470.83		
10422 · Boat Launch	2,140.00		
10423 · STORAGE			
10423.1 · Gear Storage	9,221.70		
10423.2 · Boat Storage	6,090.00		
Total 10423 · STORAGE	15,311.70		
10424 · ADMINISTRATIVE FEES	508.13		
10425 · MARINE SERVICES			
10425.1 · Travelift	6,234.00		
10425.2 · 12 K Telehandler	1,734.00		
10425.3 · Other Sales & Fees	10,059.26		
10425.4 · Public Hoist	37.00		
Total 10425 · MARINE SERVICES	18,064.26		
10426 · EVENTS ON PORT PROPERTY	3,990.00		
10421 · MARINA - Other	0.00	750,000.00	0.0%
Total 10421 · MARINA	106,484.92	750,000.00	14.2%
10427 · BEACHFRONT RV PARK			
10427.1 · Space Rental	70,790.01		
10427.2 · Other Sales & Fees	7,973.00		
10427 · BEACHFRONT RV PARK - Other	0.00	750,000.00	0.0%
Total 10427 · BEACHFRONT RV PARK	78,763.01	750,000.00	10.5%
10428 · COMMERCIAL RETAIL			
10428.1 · Retail Property	51,135.54		
10428.2 · Docks	21,886.51		
10428.3 · CPI and Other Fees	5,611.72		
10428 · COMMERCIAL RETAIL - Other	0.00	590,000.00	0.0%
Total 10428 · COMMERCIAL RETAIL	78,633.77	590,000.00	13.3%
10429 · FUEL DOCK	123,721.81	1,000,000.00	12.4%
10430 · Landing Fees	0.00	50,000.00	0.0%
Total 402 · GENERAL FUND PROGRAM REVENUES	387,603.51	3,140,000.00	12.3%
420 · USDA REVENUE BOND FUND			
20411 · Cash Carry Over - USDA Revenue	0.00	103,660.00	0.0%
20414 · Interest Revenue Bond Fund	390.68	800.00	48.8%
20419 · Transfer to USDA Bond Fund	10,843.00	130,120.00	8.3%

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
Total 420 · USDA REVENUE BOND FUND	11,233.68	234,580.00	4.8%
430 · DEBT SERVICE FUND REVENUE			
30411 · Cash Carry Over - Debt Service	0.00	23,700.00	0.0%
30414 · Interest Debt Service Fund	179.25	616.00	29.1%
30419 · Transfer to Debt Service Fund	31,958.71	486,213.00	6.6%
Total 430 · DEBT SERVICE FUND REVENUE	32,137.96	510,529.00	6.3%
440 · CAPITAL PROJECTS FUND REVENUE			
40411 · Cash Carry Over - Capt Proj	0.00	2,500.00	0.0%
40416 · Government Funding			
40416.2 · FEMA Funding	0.00	0.00	0.0%
40416.4 · FEMA- Dredging PW 189	0.00	1,835,304.00	0.0%
40416.5 · FEMA- Dredging PW 190 (Admin)	0.00	139,230.00	0.0%
40416.6 · EPA- Wastewater Treatment Plant	0.00	3,500,000.00	0.0%
40416.7 · Hazard Mitigation-Paving/Drains	0.00	1,200,000.00	0.0%
40416.8 · Business Oregon Match-Dredging	0.00	500,000.00	0.0%
40416.9 · Business Oregon Match-HMGP	0.00	500,000.00	0.0%
Total 40416 · Government Funding	0.00	7,674,534.00	0.0%
40419 · Transfer to Capital Project	0.00	0.00	0.0%
Total 440 · CAPITAL PROJECTS FUND REVENUE	0.00	7,677,034.00	0.0%
450 · RESERVE FUND REVENUE			
50411 · Cash Carry Over - Reserve Fund	0.00	400,236.00	0.0%
50414 · Interest Reserve Fund	1,208.49	2,000.00	60.4%
50419 · Transfer to Reserve Fund	2,000.00	24,000.00	8.3%
50430 · Landing Fees	0.00	50,000.00	0.0%
Total 450 · RESERVE FUND REVENUE	3,208.49	476,236.00	0.7%
460 · DEBT SERV. RV PARK IMPROV. FUND			
60419 · Transfer OR FFC 2020 Debt Serv.	4,809.87	57,718.00	8.3%
Total 460 · DEBT SERV. RV PARK IMPROV. FUND	4,809.87	57,718.00	8.3%
470 · PORT CONSTRUCTION FUND REVENUE			
70411 · Cash Carry Over - Port Const.	0.00	2,500.00	0.0%
70414 · Interest Port Construction Fund	10.35	0.00	100.0%
70419 · Transfers to Port Const. Fund	0.00	50,000.00	0.0%
Total 470 · PORT CONSTRUCTION FUND REVENUE	10.35	52,500.00	0.0%
Total 400 · REVENUES	449,068.63	12,892,839.00	3.5%
Total Income	449,068.63	12,892,839.00	3.5%
Gross Profit	449,068.63	12,892,839.00	3.5%
Expense			
600 · GENERAL FUND EXPENDITURES			
10900 · Operating Transfers Out General	49,611.58	658,051.00	7.5%
500 · PERSONNEL SERVICES			
10502 · Office Staff	26,980.13	292,398.00	9.2%
10504 · Operations Staff	15,274.49	271,653.00	5.6%
10506 · Overtime	1,969.91	11,475.00	17.2%
10508 · Payroll Taxes/Costs/Benefits			
10508.1 · Paid Holidays	2,391.32		
10508.2 · Sick Leave Benefit	463.93		
10508.3 · Vacation	2,758.11		
10508.4 · Payroll Taxes	5,368.24		
10508.5 · SEP Retirement	3,963.61	0.00	100.0%
10508 · Payroll Taxes/Costs/Benefits - Other	0.00	185,338.00	0.0%
Total 10508 · Payroll Taxes/Costs/Benefits	14,945.21	185,338.00	8.1%
10510 · Health Care and Dental	7,537.15	130,000.00	5.8%

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
10512 · Workers Compensation	0.00	15,000.00	0.0%
Total 500 · PERSONNEL SERVICES	66,706.89	905,864.00	7.4%
601 · GENERAL FUND Material & Service			
10601 · ADVERTISING & NOTIFICATIONS	0.00	5,476.00	0.0%
10602 · REPAIRS & MAINTENANCE			
10602.1 · Equip. Repair/Maintenance	5,250.00		
10602.2 · Supplies	14,985.40		
10602.3 · Services	13,154.24		
10602 · REPAIRS & MAINTENANCE - Other	0.00	368,078.00	0.0%
Total 10602 · REPAIRS & MAINTENANCE	33,389.64	368,078.00	9.1%
10603 · FUEL purchased for resale	69,947.54	800,000.00	8.7%
10605 · UTILITIES			
10605.3 · Sanitary	4,091.84		
10605.5 · Telecommunications	1,705.43		
10605.6 · Waste Removal	15,216.12		
10605.7 · Water	2,181.04		
10605 · UTILITIES - Other	0.00	310,001.00	0.0%
Total 10605 · UTILITIES	23,194.43	310,001.00	7.5%
10606 · OFFICE EXPENSE	1,420.20	41,000.00	3.5%
10607 · BANK SERVICE & FINANCE FEES	6,775.64	60,000.00	11.3%
10608 · TRAINING & TRAVEL	525.00	10,000.00	5.3%
10609 · PERMITS, LICENSES, TAXES & MISC			
10609 · PERMITS, LICENSES, TAXES & MISC - ...	2,150.82	80,392.00	2.7%
Total 10609 · PERMITS, LICENSES, TAXES & MI...	2,150.82	80,392.00	2.7%
10610 · INSURANCE; PROP & CAS, BOND	14,105.52	129,999.00	10.9%
10611 · PROFESSIONAL FEES			
10611.2 · Attorney	21,503.00		
10611.4 · Other Support/Consultant	1,263.82		
10611 · PROFESSIONAL FEES - Other	0.00	235,000.00	0.0%
Total 10611 · PROFESSIONAL FEES	22,766.82	235,000.00	9.7%
Total 601 · GENERAL FUND Material & Service	174,275.61	2,039,946.00	8.5%
710 · GENERAL FUND CAPITAL OUTLAY			
710 · GENERAL FUND CAPITAL OUTLAY - Other	0.00	0.00	0.0%
Total 710 · GENERAL FUND CAPITAL OUTLAY	0.00	0.00	0.0%
920 · OPERATING CONTINGENCY	0.00	255,382.00	0.0%
Total 600 · GENERAL FUND EXPENDITURES	290,594.08	3,859,243.00	7.5%
620 · USDA REVENUE BOND EXPENDITURES			
20801P · USDA Revenue Bond Principal	0.00	42,010.00	0.0%
620 · USDA REVENUE BOND EXPENDITURES - Ot...	0.00	88,110.00	0.0%
Total 620 · USDA REVENUE BOND EXPENDITURES	0.00	130,120.00	0.0%
630 · DEBT SERVICE FUND EXPENDITURES			
30802P · IFA PRINCIPAL			
30802P · IFA PRINCIPAL - Other	0.00	310,000.00	0.0%
Total 30802P · IFA PRINCIPAL	0.00	310,000.00	0.0%
801 · Principal			
30803P · 50 BFMII Travelift Principal	4,574.53	18,424.00	24.8%
30804P · 2018 Genie Forklift Principal	1,325.78	16,333.00	8.1%
30806P · Land Sale Assests, Pay IFA Debt	0.00	140,000.00	0.0%
Total 801 · Principal	5,900.31	174,757.00	3.4%
810 · Interest Payments			
30813I · 50 BFMII Travelift Interest	84.47	212.00	39.8%

**Port of Brookings Harbor
Profit & Loss Budget Performance FY 2023-2024**

July 2023 through June 2024

	Jul '23 - Jun 24	Budget	% of Budget
30814I · 2018 Genie Forklift Interest	138.93	1,243.00	11.2%
Total 810 · Interest Payments	223.40	1,455.00	15.4%
Total 630 · DEBT SERVICE FUND EXPENDITURES	6,123.71	486,212.00	1.3%
640 · CAPT. PROJ. EXPENDITURES			
740 · CAPT. PROJ. CAPITAL OUTLAY			
40702 · Land Improvement - Capt Proj			
40702.4 · FEMA- Dredging PW 189	159,685.04	1,835,304.00	8.7%
40702.5 · FEMA- Dredging PW 190 (Admin)	4,244.64	139,230.00	3.0%
40702.6 · EPA- Wastewater Treatment Plant	37,297.50	3,500,000.00	1.1%
40702.7 · Hazard Mitigation-Paving/Drains	3,292.50	1,200,000.00	0.3%
40702.8 · Business Oregon- Dredging	53,228.34	500,000.00	10.6%
40702.9 · Business Oregon- HMGP	1,097.50	500,000.00	0.2%
40702 · Land Improvement - Capt Proj - Other	0.00	0.00	0.0%
Total 40702 · Land Improvement - Capt Proj	258,845.52	7,674,534.00	3.4%
Total 740 · CAPT. PROJ. CAPITAL OUTLAY	258,845.52	7,674,534.00	3.4%
Total 640 · CAPT. PROJ. EXPENDITURES	258,845.52	7,674,534.00	3.4%
650 · RESERVE FUND EXPENDITURES			
50100 · RESERVE FUND CAPITAL OUTLAY	0.00	0.00	0.0%
50200 · RESERVE for FUTURE EXPENDITURE	0.00	476,236.00	0.0%
Total 650 · RESERVE FUND EXPENDITURES	0.00	476,236.00	0.0%
660 · DEBT SERV. RV PARK EXPENDITURES			
60806P · RV Park Improv. Loan Principal	3,369.83	41,085.00	8.2%
60815I · RV Park Improv. Loan Interest	1,440.04	16,633.00	8.7%
Total 660 · DEBT SERV. RV PARK EXPENDITURES	4,809.87	57,718.00	8.3%
670 · PORT CONST FUND EXPENDITURES			
70100 · PORT CONST. CAPITAL OUTLAY			
70100 · PORT CONST. CAPITAL OUTLAY - Other	0.00	50,000.00	0.0%
Total 70100 · PORT CONST. CAPITAL OUTLAY	0.00	50,000.00	0.0%
Total 670 · PORT CONST FUND EXPENDITURES	0.00	50,000.00	0.0%
930 · Fund Balances			
10930 · Unappropriated Balance GF	0.00	25,000.00	0.0%
20930 · Unappropriated Balance-USDA	0.00	104,460.00	0.0%
30930 · Unappropriated Balance Debt	0.00	24,316.00	0.0%
40930 · Unappropriated Balance Capt Pro	0.00	2,500.00	0.0%
50930 · Unappropriated Balance Reserve	0.00	0.00	0.0%
70930 · Unappropriated Balance Port Con	0.00	2,500.00	0.0%
Total 930 · Fund Balances	0.00	158,776.00	0.0%
Total Expense	560,373.18	12,892,839.00	4.3%
Net Income	-111,304.55	0.00	100.0%

Port of Brookings Harbor

Check Registers

As of July 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
100 · UNRESTRICTED CASH & EQUIVALENTS						
101 · GENERAL FUND CHECKING & LGIP						
10103 · General Funds Ckg Umpqua 3634						
Bill Pmt -Check	ACH DEBIT	07/06/2023	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment		835.88
Bill Pmt -Check	ACH DEBIT	07/04/2023	Spectrum Business 8752 19 060 0251369	Internet & Voice for Port Shop Offices 06/17/23 - 07/16/23		132.97
Bill Pmt -Check	ACH DEBIT	07/06/2023	Spectrum Business 8752 19 060 0247029	Internet & Voice for Port Meeting Room 06/19/23 - 07/18/23		124.98
Bill Pmt -Check	ACH DEBIT	07/05/2023	US Bank Equipment Finance	Contract No. 500-0623925-000 RICOH IMC6000 Copier		223.20
Bill Pmt -Check	ACH DEBIT	07/19/2023	Zipty Fiber 541-412-7930-102902-5	541-412-7930-102902-5 Fuel Dock Telephone		45.95
Check	ACH DEBIT	07/07/2023	ADP	Advice of Debit 636615624 Payroll Date: 6/28/2023		287.66
Bill Pmt -Check	ACH DEBIT	07/07/2023	Curry Transfer & Recycling	Account #2040-2434-001 Trash Dumpsters		7,909.32
Bill Pmt -Check	ACH DEBIT	07/20/2023	Zipty Fiber 541-469-5867-121516-5	541-469-5867-121516-5 Beachfront RV Park		83.86
Bill Pmt -Check	ACH DEBIT	07/05/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		6,452.28
Bill Pmt -Check	ACH DEBIT	07/06/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		11,889.87
Bill Pmt -Check	ACH DEBIT	07/07/2023	US Relay/HD Relay	HD Relay Advanced Streaming - 500GB Monthly		99.00
Bill Pmt -Check	ACH DEBIT	07/24/2023	VERIZON WIRELESS	Account#742050310-00001 Mobile Phones for Staff		411.46
Bill Pmt -Check	ACH DEBIT	07/22/2023	Spectrum Business 8752 19 060 0226494	Internet for Port Office 07/05/2022 - 08/04/2023		95.77
Bill Pmt -Check	ACH DEBIT	07/11/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		15,307.11
Bill Pmt -Check	ACH DEBIT	07/12/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		20,244.47
Bill Pmt -Check	ACH DEBIT	07/13/2023	Amazon Capital Services	Business Account #A2VUC5YWS42764 - Supplies/Materials		483.47
Check	ACH DEBIT	07/14/2023	ADP	Advice of Debit 637084049 Payroll Date: 6/30/2023		129.55
Bill Pmt -Check	ACH DEBIT	07/17/2023	Miller Nash LLP	Legal Services		12,357.50
Check	ACH DEBIT	07/21/2023	ADP	Advice of Debit 637729552 Payroll Date: 7/12/2023		158.11
Bill Pmt -Check	ACH DEBIT	07/28/2023	Spectrum Business 8752 19 060 0025169	8752 19 060 0025169-Beachfront RV Internet		129.99
Bill Pmt -Check	ACH DEBIT	07/19/2023	Quill Corporation	ACCT#1932158 Office Supplies		393.89
Bill Pmt -Check	ACH DEBIT	07/19/2023	Chevron Business Card	Account #: 0496007075666 Fuel Purchases for Port Vehicles/Equipment		775.20
Bill Pmt -Check	ACH DEBIT	07/24/2023	Four Aces Security Solutions LLC	JUNE 2023 - 60 Hours Security Patrol - 33.33%Marina, 33.33%Beachfront RV Park, 33.33%Commerci...		2,781.00
Check	ACH DEBIT	07/28/2023	ADP	Advice of Debit 638454245 ezLaborManager/ADP 300 Timeclock (3 Timeclocks)		183.85
Bill Pmt -Check	ACH DEBIT	07/24/2023	Pacific Office Automation	Customer # 507410 Copier Lease & Maintenance		346.51
Bill Pmt -Check	ACH DEBIT	07/26/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		10,469.87
Bill Pmt -Check	ACH DEBIT	07/28/2023	Tyree Oil, Inc	Account # 56851 Fuel Purchase for Resale		5,584.14
Bill Pmt -Check	ATM DEBIT	07/01/2023	Oregon Flag and Pole	Outdoor American Flag, Size 5' x 8'		180.00
Bill Pmt -Check	ATM DEBIT	07/01/2023	Rentprep Enterprise/Fidelis Screening	10-Background checks for new moorage customer		199.50
Bill Pmt -Check	ATM DEBIT	07/10/2023	The Park Catalog	Maricopa Concrete Bench for Lloyd Whaley Memorial		1,375.64
Bill Pmt -Check	ATM DEBIT	07/08/2023	Firefly Reservations	Beachfront RV Park reservation system		208.00
Bill Pmt -Check	ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	7/13/2023 Oil Change EQ#1111		105.28
Bill Pmt -Check	ATM DEBIT	07/12/2023	Valvoline Instant Oil Change	7/12/2023 Oil Change EQ# 1110		54.99
Bill Pmt -Check	ATM DEBIT	07/12/2023	Valvoline Instant Oil Change	7/12/2023 Oil Change EQ#1108		60.99
Bill Pmt -Check	ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	7/13/23 Oil Change EQ#1112		105.28
Bill Pmt -Check	ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	7/13/2023 Oil Change EQ#1109		54.99
Bill Pmt -Check	ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	7/13/2023 Oil Change EQ# 1117		56.79
Bill Pmt -Check	ATM DEBIT	07/14/2023	Thrifitysneakers "Sneak This"	POBH T-SHIRTS		260.00
Check	ATM DEBIT	07/17/2023	Scott, Paul D	Refund for 1 day of Trailer Storage, VISA 2526		10.00
Bill Pmt -Check	ATM DEBIT	07/18/2023	SDAO Spec. Dist. Assoc. OR - Training	ACCT#30999		150.00
Bill Pmt -Check	ATM DEBIT	07/18/2023	SDAO Spec. Dist. Assoc. OR - Training	ACCT#30999		375.00
Bill Pmt -Check	ATM DEBIT	07/23/2023	Zoom Video Communications Inc.	Account#113208511 Standard Pro Monthly Service		15.99
Bill Pmt -Check	ATM DEBIT	07/26/2023	SimpliSafe	Support for Port Office Alarm System SUPPORT JULY 2022		17.99
Bill Pmt -Check	ATM DEBIT	07/27/2023	Workamper News Inc.	Add for Park Host 7/27/23 - 8/10/23		114.00
Bill Pmt -Check	ATM DEBIT	07/27/2023	Keen Footwear	WORK BOOTS - MARIAN		230.00
Bill Pmt -Check	ATM DEBIT	07/27/2023	Adobe	Adobe Acrobat Pro DC Annual Plan Paid Monthly 27-JUL-2023 to 26-AUG-2023 - Danielle		19.99
Bill Pmt -Check	ATM DEBIT	07/29/2023	Vonage	Account#175698		292.52
Bill Pmt -Check	ATM DEBIT	07/25/2023	PPG Paints	Spray Paint - EQ#4605 50T Marine Travel Lift		127.01
Check	DEBIT	07/03/2023	Elavon	JUNE 2023 MERCHANT SERVICE FEE ACCT#316 Port Office		1,592.88
Check	DEBIT	07/03/2023	Elavon	JUNE 2023 MERCHANT SERVICE FEE ACCT#951 Fuel Dock		1,710.51
Check	DEBIT	07/03/2023	Elavon	JUNE 2023 MERCHANT SERVICE FEE ACCT#873 Ventek Boat Launch		79.74
Check	DEBIT	07/19/2023	TD Ameritrade	Employer Contribution 7/12/2023 Confirmation ABMC8QPU		177.52
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		240.00

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Port of Brookings Harbor
Check Registers
As of July 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
						258.38
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		207.10
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		83.25
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		164.49
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		164.65
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		163.09
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		365.44
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		166.52
Check	DEBIT	07/19/2023	Edward Jones	Employer Contribution 7/12/2023		209.30
Check	DEBIT	07/26/2023	TD Ameritrade	Employer Contribution 7/26/2023		240.00
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		241.52
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		206.78
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		56.29
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		166.16
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		162.41
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		165.49
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		365.44
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		159.78
Check	DEBIT	07/26/2023	Edward Jones	Employer Contribution 7/26/2023		1,291.49
General Journal	PAY 7/26 #1	07/26/2023		Rec 7/26/2023 Payroll # 1		414.83
General Journal	TAX 7/26 #1	07/26/2023		Rec 7/26/2023 payroll #1		4,659.00
General Journal	DEBT 07/03	07/03/2023		Transfer to Debt Service Fund for Travelift Payment		1,464.71
General Journal	DEBT 07/03	07/03/2023		Transfer to Debt Service Fund for Fork Lift Payment		4,809.87
General Journal	DEBT 07/03	07/03/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment		25,835.00
General Journal	IFA 07/03	07/03/2023		Transfer to IFA Debt Service for 2nd QTR 2023 Pmt		2,000.00
General Journal	RES 07/03	07/03/2023		Transfer to Reserve Fund		10,843.00
General Journal	USDA 07/03	07/03/2023		To transfer to USDA Revenue Bond Fund for November 2022 Payment		3,557.36
General Journal	Dredge 7/5	07/05/2023		General Fund Internal Transfer from Umpqua General Fund to Dredging Fund LGIP 6254 2% Gross Res...	4,191.35	
General Journal	USCG 6/14	07/06/2023		USCG Lease PMT 6/14/2023		48.00
General Journal	CP 7/13/23	07/13/2023		Transfer to pay water lab (Copper) testing for WWTP		2,930.00
General Journal	CP 7/19/23	07/19/2023		Transfer to Capital Projects to pay EMC 91009-2311 HMGP		430.00
General Journal	CP 7/19/23	07/19/2023		Transfer to Capital Projects to pay EMC 91009-2312 HMGP		18,841.03
General Journal	PAY 7/12/23	07/12/2023		Rec 7/12/2023 Payroll		18,548.22
General Journal	PAY 7/26/23	07/26/2023		Rec 7/12/2023 Payroll		8,092.35
General Journal	TAX 7/12/23	07/12/2023		Rec 7/26/2023 Payroll		7,928.81
General Journal	TAX 7/26/23	07/26/2023		PMT from USCG for Lease July 2023	1,038.34	
General Journal	USCG 7/27	07/27/2023		USCG Lease PMT 6/30/2023	1,038.34	
General Journal	USCG 6/30	07/06/2023		2023-2024 Annual Membership Association of Pacific Ports (August 1, 2023 to July 31, 2024)		1,540.00
Bill Pmt -Check	11564	07/13/2023	Association of Pacific Ports	Notary to Swear In Larry Jonas as Port Commissioner		10.00
Bill Pmt -Check	11565	07/13/2023	Boardwalk Mail Service	HAULED SAILBOAT TO CTR		400.00
Bill Pmt -Check	11566	07/13/2023	Boat Shop & More LLC	Customer No. 38700 Hardware & Other Supplies		185.56
Bill Pmt -Check	11567	07/13/2023	Del-Cur Supply Co-op	JUNE 2023 Sanitary Bill		4,091.84
Bill Pmt -Check	11568	07/13/2023	Harbor Sanitary District	05/24/2023 - 06/23/2023 SERVICE/WATER BILL		2,181.04
Bill Pmt -Check	11569	07/13/2023	Harbor Water District P.U.D.	DELINEATORS		3,972.60
Bill Pmt -Check	11570	07/13/2023	Highway Specialties, LLC	CCB: 198999 Electrical Repair		325.57
Bill Pmt -Check	11571	07/13/2023	Gowman Electric, Inc.	Repair EQ 4605 (Loud Noise)		1,817.32
Bill Pmt -Check	11572	07/13/2023	Kendrick Equipment USA LLC	ER No. 8147		15.00
Bill Pmt -Check	11573	07/13/2023	Oregon PERS/State Social Security Ad...	Customer No. 1070715 Equipment Maintenance & Repair		2,839.38
Bill Pmt -Check	11574	07/13/2023	Pape Material Handling	Copies		35.00
Bill Pmt -Check	11575	07/13/2023	Pacific Rim Copy Center	Crum & Forster Policy Renewal #STP-415017 (Tank Pollution Liability Coverage 8/10/23-8/10/25)		2,423.77
Bill Pmt -Check	11576	07/19/2023	CAL/OR Insurance Specialists, Inc.	Customer #: 03-0016414 - HEALTHCARE PREMIUM		7,581.55
Bill Pmt -Check	11577	07/19/2023	SDAO Spec. Dist. Assoc. OR - Healthcare	Policy#31P16414-203 Customer ID: 01-16414 - 2021 PROPERTY & CASUALTY POLICY		11,681.75
Bill Pmt -Check	11578	07/19/2023	SDAO Spec. Dist. Assoc. OR - Prop & C...	REPLACE FUEL FILTERS		122.00
Bill Pmt -Check	11579	07/19/2023	Pump Pipe & Tank Services, LLC	BATTERY FOR REMOTE - EQ 4605		227.97
Bill Pmt -Check	11580	07/19/2023	Kendrick Equipment USA LLC	Account # PO24273 Removal of Used Oil and Oily Water		620.83
Bill Pmt -Check	11581	07/19/2023	Thermo Fluids, Inc.	BOAT WASH FILTER SYSTEM		527.20
Bill Pmt -Check	11582	07/19/2023	T. George Podell & Co.,Inc/Hot And Mig...			

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Port of Brookings Harbor

Check Registers

As of July 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	11584	07/28/2023	Gold Beach Lumber Yard, Inc.	Account #776 Hardware Supplies & Materials		1,514.79
Total 10103 - General Funds Ckg Umpqua 3634					6,268.03	262,904.50
Total 101 - GENERAL FUND CHECKING & LGIP					6,268.03	262,904.50
10101 - Petty Cash						
Total 10101 - Petty Cash						
Total 100 - UNRESTRICTED CASH & EQUIVALENTS					6,268.03	262,904.50
110 - RESTRICTED CASH & EQUIVALENTS						
104 - RESTRICTED MONEY MKT & CHECKING						
20104 - USDA BOND Umpqua MM 9529						
Total 20104 - USDA BOND Umpqua MM 9529						
30104 - Debt Service Umpqua MM 8627						
60104 - OR FFC 2020 Debt Service						
Check	DEBIT	07/17/2023	Umpqua Bank/OR FFC Agreement 2020	OR FFC Agreement 2020 Payment #36		4,809.87
General Journal	DEBT 07/03	07/03/2023		Transfer to Debt Serv. RV Park for Umpqua Bank Loan Acct#97748040835 Payment	4,809.87	
Total 60104 - OR FFC 2020 Debt Service					4,809.87	4,809.87
30104 - Debt Service Umpqua MM 8627 - Other						
Check	DEBIT	07/17/2023	Umpqua Bank/Loan#747041620	Genie Reach Forklift Loan#747041620 Payment #65		1,464.71
Check	DEBIT	07/24/2023	m2 Lease LLC	Customer #107104 Loan#110561 Pmt #81 - 50 BFMII Travelift		4,659.00
General Journal	DEBT 07/03	07/03/2023		Transfer to Debt Service Fund for Travelift Payment	4,659.00	
General Journal	DEBT 07/03	07/03/2023		Transfer to Debt Service Fund for Fork Lift Payment	1,464.71	
Total 30104 - Debt Service Umpqua MM 8627 - Other					6,123.71	6,123.71
Total 30104 - Debt Service Umpqua MM 8627					10,933.58	10,933.58
40104 - Capital Projects Umpqua 8018						
40104.1 - Government Funds						
General Journal	CP 7/19/23	07/19/2023		Transfer to Capital Projects to pay EMC 91009-2311 HMGP	2,930.00	
General Journal	CP 7/19/23	07/19/2023		Transfer to Capital Projects to pay EMC 91009-2312 HMGP	430.00	
Bill Pmt -Check	0464	07/19/2023	EMC-Engineers/Scientists, LLC	8.1 Hrs & CAD Invoice 2023-11, Funding pursuit - HMGP-Hazard Mitigation Plan:FEMA 4432DR PW 16...		2,930.00
Bill Pmt -Check	0465	07/19/2023	EMC-Engineers/Scientists, LLC	4.3 Hrs, Funding pursuit - HMGP-Hazard Mitigation Plan:FEMA 4432DR PW 162-1		430.00
Total 40104.1 - Government Funds					3,360.00	3,360.00
40104 - Capital Projects Umpqua 8018 - Other						
General Journal	USCG 6/14	07/06/2023		USCG Lease PMT 6/14/2023		4,191.35
General Journal	CP 7/13/23	07/13/2023		Transfer to pay WWTP DEQ NPDES Annual Fee	8,974.00	
General Journal	CP 7/13/23	07/13/2023		Transfer to pay WWTP DEQ NPDES Application Fee	17,611.00	
General Journal	CP 7/13/23	07/13/2023		Transfer to pay Sonsray Machinery for Tractor - FEMA PW 189 Dredging	110,388.31	
General Journal	CP 7/13/23	07/13/2023		Transfer to pay water lab (Copper) testing for WWTP	48.00	
General Journal	CP 7/19/23	07/19/2023		Transfer to pay GEI Works Inv4308-71723 - FEMA PW 189 Dredging	5,749.70	
General Journal	CP 7/19/23	07/19/2023		Transfer to pay EMC 91009-2310 - FEMA PW 189 Dredging	2,670.00	
General Journal	CP 7/19/23	07/19/2023		Transfer to pay EMC 91009-2309 - WWTP	6,620.00	
General Journal	RES 07/24	07/24/2023		Transfer from Reserve Fund to Capital Project for FEMA Dredging Purchases, Resolution 2023-07	300,000.00	
General Journal	USCG 7/27	07/27/2023		PMT from USCG for Lease July 2023		1,038.34
General Journal	USCG 6/30	07/06/2023		USCG Lease PMT 6/30/2023		1,038.34
Bill Pmt -Check	459	07/13/2023	Sonsray Machinery LLC	EQ#3715 2023 CASE 570N EP Tractor - Loader with Box		110,388.31
Bill Pmt -Check	460	07/14/2023	Grants Pass Water Lab, Inc.	WWTP - Lab test on harbor water source from Pacific Seafood Plant		48.00
Bill Pmt -Check	0461	07/19/2023	Oregon Dept. of Environmental Quality	N.P.D.E.S., Individual Permit, Annual Fee		8,974.00
Bill Pmt -Check	0462	07/19/2023	Oregon Dept. of Environmental Quality	N.P.D.E.S., Individual Permit Application Fee		17,611.00
Bill Pmt -Check	463	07/19/2023	GEI Works	Silt Barrier and Tow Bridle, Funding pursuit - FEMA 4432DR PW 189 Dredging		5,749.70

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Port of Brookings Harbor

Check Registers

As of July 31, 2023

Cash Basis

Type	Num	Date	Name	Memo	Debit	Credit
Bill Pmt -Check	0466	07/19/2023	EMC-Engineers/Scientists, LLC	15.5 Hrs & CAD Inv2023-13, Funding pursuit - FEMA 4432DR PW 189 Dredging		2,670.00
Bill Pmt -Check	0467	07/19/2023	EMC-Engineers/Scientists, LLC	59 Hrs & CAD Inv2023-12, Funding pursuit - EPA Wastewater Treatment Plant		6,620.00
Total 40104 · Capital Projects Umpqua 8018 - Other					452,061.01	158,329.04
Total 40104 · Capital Projects Umpqua 8018					455,421.01	161,689.04
Total 104 · RESTRICTED MONEY MKT & CHECKING					466,354.59	172,622.62
Total 110 · RESTRICTED CASH & EQUIVALENTS					466,354.59	172,622.62
TOTAL					472,622.62	435,527.12

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Port of Brookings Harbor ACH and Debit Card Payments July 2023

Num	Date	Name	Account	Paid Amount
ACH DEBIT	07/04/2023	Spectrum Business 8752 19 060 0251369	10103 · General Funds Ckg Umpqua 3634	-132.97
ACH DEBIT	07/05/2023	US Bank Equipment Finance	10103 · General Funds Ckg Umpqua 3634	-223.20
ACH DEBIT	07/05/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-6,452.28
ACH DEBIT	07/06/2023	Chevron Business Card	10103 · General Funds Ckg Umpqua 3634	-835.88
ACH DEBIT	07/06/2023	Spectrum Business 8752 19 060 0247029	10103 · General Funds Ckg Umpqua 3634	-124.98
ACH DEBIT	07/06/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-11,889.67
ACH DEBIT	07/07/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-287.66
ACH DEBIT	07/07/2023	Curry Transfer & Recycling	10103 · General Funds Ckg Umpqua 3634	-7,909.32
ACH DEBIT	07/07/2023	US Relay/HD Relay	10103 · General Funds Ckg Umpqua 3634	-99.00
ACH DEBIT	07/11/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-15,307.11
ACH DEBIT	07/12/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-20,244.47
ACH DEBIT	07/13/2023	Amazon Capital Services	10103 · General Funds Ckg Umpqua 3634	-483.47
ACH DEBIT	07/14/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-129.55
ACH DEBIT	07/17/2023	Miller Nash LLP	10103 · General Funds Ckg Umpqua 3634	-12,357.50
ACH DEBIT	07/19/2023	Ziply Fiber 541-412-7930-102902-5	10103 · General Funds Ckg Umpqua 3634	-45.95
ACH DEBIT	07/19/2023	Quill Corporation	10103 · General Funds Ckg Umpqua 3634	-393.89
ACH DEBIT	07/19/2023	Chevron Business Card	10103 · General Funds Ckg Umpqua 3634	-775.20
ACH DEBIT	07/20/2023	Ziply Fiber 541-469-5867-121516-5	10103 · General Funds Ckg Umpqua 3634	-83.86
ACH DEBIT	07/21/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-158.11
ACH DEBIT	07/22/2023	Spectrum Business 8752 19 060 0226494	10103 · General Funds Ckg Umpqua 3634	-95.77
ACH DEBIT	07/24/2023	VERIZON WIRELESS	10103 · General Funds Ckg Umpqua 3634	-411.46
ACH DEBIT	07/24/2023	Four Aces Security Solutions LLC	10103 · General Funds Ckg Umpqua 3634	-2,781.00
ACH DEBIT	07/24/2023	Pacific Office Automation	10103 · General Funds Ckg Umpqua 3634	-346.51
ACH DEBIT	07/26/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-10,469.87
ACH DEBIT	07/28/2023	Spectrum Business 8752 19 060 0025169	10103 · General Funds Ckg Umpqua 3634	-129.99
ACH DEBIT	07/28/2023	ADP	10103 · General Funds Ckg Umpqua 3634	-183.85
ACH DEBIT	07/28/2023	Tyree Oil, Inc	10103 · General Funds Ckg Umpqua 3634	-5,584.14
ATM DEBIT	07/01/2023	Oregon Flag and Pole	10103 · General Funds Ckg Umpqua 3634	-180.00
ATM DEBIT	07/01/2023	Rentprep Enterprise/Fidelis Screening	10103 · General Funds Ckg Umpqua 3634	-199.50
ATM DEBIT	07/08/2023	Firefly Reservations	10103 · General Funds Ckg Umpqua 3634	-208.00
ATM DEBIT	07/10/2023	The Park Catalog	10103 · General Funds Ckg Umpqua 3634	-1,375.64
ATM DEBIT	07/12/2023	Valvoline Instant Oil Change	10103 · General Funds Ckg Umpqua 3634	-54.99

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Port of Brookings Harbor ACH and Debit Card Payments

July 2023

ATM DEBIT	07/12/2023	Valvoline Instant Oil Change	10103 · General Funds Ckg Umpqua 3634	-60.99
ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	10103 · General Funds Ckg Umpqua 3634	-105.28
ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	10103 · General Funds Ckg Umpqua 3634	-105.28
ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	10103 · General Funds Ckg Umpqua 3634	-54.99
ATM DEBIT	07/13/2023	Valvoline Instant Oil Change	10103 · General Funds Ckg Umpqua 3634	-56.79
ATM DEBIT	07/14/2023	Thrifitysneakers "Sneak This"	10103 · General Funds Ckg Umpqua 3634	-260.00
ATM DEBIT	07/17/2023	Scott, Paul D	10103 · General Funds Ckg Umpqua 3634	-10.00
ATM DEBIT	07/18/2023	SDAO Spec. Dist. Assoc. OR - Training	10103 · General Funds Ckg Umpqua 3634	-150.00
ATM DEBIT	07/18/2023	SDAO Spec. Dist. Assoc. OR - Training	10103 · General Funds Ckg Umpqua 3634	-375.00
ATM DEBIT	07/23/2023	Zoom Video Communications Inc.	10103 · General Funds Ckg Umpqua 3634	-15.99
ATM DEBIT	07/25/2023	PPG Paints	10103 · General Funds Ckg Umpqua 3634	-127.01
ATM DEBIT	07/26/2023	SimpliSafe	10103 · General Funds Ckg Umpqua 3634	-17.99
ATM DEBIT	07/27/2023	Workamper News Inc.	10103 · General Funds Ckg Umpqua 3634	-114.00
ATM DEBIT	07/27/2023	Keen Footwear	10103 · General Funds Ckg Umpqua 3634	-230.00
ATM DEBIT	07/27/2023	Adobe	10103 · General Funds Ckg Umpqua 3634	-19.99
ATM DEBIT	07/29/2023	Vonage	10103 · General Funds Ckg Umpqua 3634	-292.52
DEBIT	07/03/2023	LGIP Fees	10106 · General Fund LGIP 6017	-0.55
DEBIT	07/03/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-1,592.88
DEBIT	07/03/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-1,710.51
DEBIT	07/03/2023	Elavon	10103 · General Funds Ckg Umpqua 3634	-79.74
DEBIT	07/17/2023	Umpqua Bank/OR FFC Agreement 2020	60104 · OR FFC 2020 Debt Service	-4,809.87
DEBIT	07/17/2023	Umpqua Bank/Loan#747041620	30104 · Debt Service Umpqua MM 8627	-1,464.71
DEBIT	07/19/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-177.52
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-258.38
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-207.10
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-83.25
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-164.49
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-164.65
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-163.09
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	07/19/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-166.52
DEBIT	07/24/2023	m2 Lease LLC	30104 · Debt Service Umpqua MM 8627	-4,659.00
DEBIT	07/26/2023	TD Ameritrade	10103 · General Funds Ckg Umpqua 3634	-209.30

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Port of Brookings Harbor ACH and Debit Card Payments

July 2023

DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-240.00
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-241.52
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-206.78
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-56.29
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-166.16
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-162.41
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-165.49
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-365.44
DEBIT	07/26/2023	Edward Jones	10103 · General Funds Ckg Umpqua 3634	-159.78
DEBIT	07/31/2023		10106 · General Fund LGIP 6017	-0.55
Total for July 2023				-120,232.04

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**Port of Brookings Harbor
Purchases by Vendor Summary**

Cash Basis

July 2023

	Jul 23
Adobe	19.99
ADP	759.17
Amazon Capital Services	483.47
Association of Pacific Ports	1,540.00
BI-MART	0.00
Boardwalk Mail Service	10.00
Boat Shop & More LLC	400.00
CAL/OR Insurance Specialists, Inc.	2,423.77
Chevron Business Card	1,611.08
Curry Transfer & Recycling	7,909.32
Del-Cur Supply Co-op	185.56
Elavon	3,383.13
EMC-Engineers/Scientists, LLC	12,650.00
Firefly Reservations	208.00
Four Aces Security Solutions LLC	2,781.00
GEI Works	5,749.70
Gold Beach Lumber Yard, Inc.	1,514.79
Gowman Electric, Inc.	325.57
Grants Pass Water Lab, Inc.	48.00
Harbor Sanitary District	4,091.84
Harbor Water District P.U.D.	2,181.04
Highway Specialities, LLC	3,972.60
Keen Footwear	230.00
Kendrick Equipment USA LLC	1,845.29
Miller Nash LLP	12,357.50
Oregon Dept. of Environmental Quality	26,585.00
Oregon Flag and Pole	180.00
Oregon PERS/State Social Security Admin.	15.00
Pacific Office Automation	346.51
Pacific Rim Copy Center	35.00
Pape Material Handling	2,839.38
PPG Paints	127.01
Pump Pipe & Tank Services, LLC	122.00
Quill Corporation	393.89
Rentprep Enterprise/Fidelis Screening	199.50
SDAO Spec. Dist. Assoc. OR - Healthcare	7,581.85
SDAO Spec. Dist. Assoc. OR - Prop & Cas	11,681.75
SDAO Spec. Dist. Assoc. OR - Training	525.00
SimpliSafe	17.99
Sonsray Machinery LLC	110,388.31
Spectrum Business 8752 19 060 0025169	129.99
Spectrum Business 8752 19 060 0226494	95.77
Spectrum Business 8752 19 060 0247029	124.98
Spectrum Business 8752 19 060 0251369	132.97
T. George Podell & Co.,Inc/Hot And Mighty	527.20
The Park Catalog	1,375.64
Thermo Fluids, Inc.	620.83
Thriftnsneakers "Sneak This"	260.00
Tyree Oil, Inc	69,947.54
US Bank Equipment Finance	223.20
US Relay/HD Relay	99.00
Valvoline Instant Oil Change	438.32
VERIZON WIRELESS	411.46
Vonage	292.52
Workamper News Inc.	114.00
Zipty Fiber 541-412-7930-102902-5	45.95
Zipty Fiber 541-469-5867-121516-5	83.86

Port of Brookings Harbor
Purchases by Vendor Summary
July 2023

Cash Basis

	<u>Jul 23</u>
Zoom Video Communications Inc.	<u>15.99</u>
TOTAL	<u><u>302,658.23</u></u>

ACTION ITEM – A

DATE: August 16, 2023
RE: Commissioner Vacancy
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- July 6, Board approved the vacancy for position number 5, term ending on June 30, 2025.
- Advertisement has been placed into the Curry Pilot and posted on the Port website requesting resumes and biographies by August 8, 2023
- Port received 3 applications before the deadline of August 8, and 1 late application on August 10.
- Per SDAO Training regarding Authorities, Duties, and Liabilities of Special District Board Members and Staff:
 - **Resignation of Office:** The holder of a public office may resign the office effective at a future date that is prior to the expiration of the term of the office. A resignation is binding unless withdrawn in writing by the end of the third business day after the resignation is made.
Except where an election is required by law, the appointing authority required by law to fill a vacancy may begin the process to fill the vacancy and may select a successor prior to the effective date of the resignation.
 - **Filing Vacancies on a Board:** When a vacancy occurs on a district board between elections, the vacancy shall be filled by appointment by a majority of the remaining board members. If there is not a majority of the board available or if a majority of the board cannot agree on filling the vacancy, the county commissioners will fill the position.

DOCUMENTS

- SDAO handout regarding vacancies, 1 page
- Tally Sheet, 1 page
- Dan Fraser Biography, 3 pages
- Gary Klein Biography, 1 page
- June McGraw Biography & Resume, 4 pages
- Tiffany Berg Biography, 1 page

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve _____ for Port of Brookings Harbor Board of Commissioners Position Number 5, term ending on June 30, 2025

SWEARING IN COMMISSIONER

- Lisa Reynolds, Notary of the State of Oregon, will swear in the new commissioner.

Oath of Office

Each newly elected or appointed board member shall take an oath of office at a board meeting prior to assuming the duties of the position.

Maintenance of Eligibility

Board members must maintain their eligibility throughout their term of office. For example, if residency is an eligibility requirement, a board member who moves out of the district during the term of office will lose his or her position.

Employees as Board Members

The practice of allowing employees to serve as board members is allowed by default. However, ORS 198.115 provides that a district may adopt an ordinance prohibiting employees from serving as board members. Such ordinance must take effect at least one year prior to the next regular district election.

Dual Office Holding

In Oregon, volunteer public officials are encouraged to hold as many unpaid public offices as they wish. For example, a person may be on the school board and the fire district board at the same time. Such dual office holding is not a conflict of interest. The only limitation is that a public official cannot hold two lucrative offices (i.e. the same person could not hold the position of sheriff and district attorney).

Resignation of Office

The holder of a public office may resign the office effective at a future date that is prior to the expiration of the term of the office. A resignation is binding unless withdrawn in writing by the end of the third business day after the resignation is made.

Except where an election is required by law, the appointing authority required by law to fill a vacancy may begin the process to fill the vacancy and may select a successor prior to the effective date of the resignation.

Filling Vacancies on a Board

When a vacancy occurs on a district board between elections, the vacancy shall be filled by appointment by a majority of the remaining board members. If there is not a majority of the board available or if a majority of the board cannot agree on filling the vacancy, the county commissioners will fill the position.

An example would be if a recall election is held and a quorum of the board (e.g. three members out of five) is not available, the vacancies are filled by the board of county commissioners. [In yet another example, if four members are present but cannot get a majority of three to vote to fill a position, then the decision would go to the board of county commissioners. A person filling a vacancy will serve until June 30th following the next regular district election at which board members are elected, which is May in odd numbered years. The successor elected at the next regular election serves for the remainder of the unexpired term, if any.]

**Port of Brookings Harbor
Board of Commissioner
Vacancy Position: Number 5
Term: August 16, 2023 – June 30, 2025**

Tally of Votes

Aug 16, 2023

Applicants	Commissioner 1	Commissioner 2	Commissioner 3	Commissioner 4	TOTAL
Dan Fraser					
Gary Klein					
June McGraw					

Scoring: 1 – 10 (1 being lowest, 10 being highest)

Highest total score is the selected applicant for Commissioner position number 5.

Position #5 is Awarded to: _____

AUG - 7 2023

7 August 2023

To: Port Of Brookings Harbor Commissioners

From: Daniel Fraser

Reason: Vacant Commissioner Position

I'll be brief here as you've all seen me at the meetings for several years now. I'm asking for consideration for the nomination to fill the vacant seat on the Port of Brookings Harbor board of Commissioners, position #5.

I've been around this Port for the last 50 plus years, as, both, a recreational and commercial fisherman. For, approximately, the last eight years I've attended the monthly meetings of this Commission, when scheduling permitted. I've been both a critic and supporter of the happenings of this Port over the years. My family or I have had a boat moored, every year, in this harbor since 1970.

As a Board member, I feel it is my responsibility, as every

Board member should, to do my/our due diligence to educate myself on the issues that effect the port and our community as a whole and make the appropriate decisions based on that knowledge and infomation we've/I have learned.

In 1991 I left the ocean and commercial fishing, and went to work for the State of California, where I spent almost 28 years, working, as a Correctional Officer.

For approximately, the past three years I've chaired the Harbor Water People's Utility District (P.U.D.).

Thank you in advance for your consideration in this matter. I look forward to sitting among you as a Commissioner and making the decisions that will effect our community in the future.

Respectively,

A handwritten signature in black ink, appearing to read "Daniel Fraser". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Daniel Fraser

RECEIVED

AUG - 8 2023

August 7, 2023

Travis Webster
Manager Port of Brookings
16330 Lower Harbor Road
P>O> Box 848
Harbor, Oregon 97415

Dear Travis,

My name is Gary Klein. I am applying for the open seat, number 5, on the Port of Brookings Harbor Board of Commissioners. I would like to be considered for the interim position.

I have been involved with the Port of Brookings since 2002, at which time I started the Hungry Clam Restaurant. I operated this restaurant for 3 years then sold it. It is still in business to this day. I also owned a commercial fishing boat with my son, who has now taken over the business. I am now available to donate my time to the Port, which I truly care about. I believe that our Manager and Board are making positive things happen at our wonderful port.

Thank you for considering me to join the Port team.

Sincerely,
Gary Klein
7179 Vista Ridge
Brookings, Oregon 97415
541 661-1111
garyklein@charter.net



AUG - 8 2023

August 8, 2023

June McGraw
96443 Alder Ridge Rd.
Brookings, OR 97415
480-329-0543

The Port of Brookings-Harbor Manager, Staff and Commissioners,

Hello! My name is June McGraw, and I am interested and excited to apply for the open position for Commissioner position #5, with the Port of Brookings-Harbor. My husband and I bought our first home here in Brookings in June 2012. We moved to Brookings fulltime in April of 2017 a few years after I was medically retired from the Scottsdale Fire Department in July 2014.

I feel I would be a good fit to represent our residents, visitors and business owners who use the Port of Brookings Harbor for many different reasons other than fishing. I have a broad spectrum of work experience in the service industries, manufacturing, and government jobs. I have worked many years in the restaurant industry from dishwasher to assistant manager along with years of retail experience from cashier, bookkeeper, pharmacy technician to assistant management, I have 2 years salon experience and several years' experience working in a clean room for a microchip fabrication company, prior to working for any municipality as a civil servant.

I have seven years' experience as a Fire Inspector and Investigator for the City of Scottsdale Fire Dept., three years' experience as a Code Enforcement Officer with the City of Scottsdale, five years' experience at a Solid Waste Inspector for the Town of Gilbert, AZ and prior to that I was a School Bus Driver for the Town of Gilbert School District.

I would like the opportunity to work with the existing port manager, port staff and port commissioners to continue to be a cohesive and professional working team while representing business owners, residents and visitors who utilize and enjoy the Port of Brookings Harbor in many different capacities along with fishing.

Thank you for your consideration,

Sincerely,

June McGraw

June McGraw
96443 Alder Ridge Rd.
Brookings, OR 97415
(480) 329-0543

OBJECTIVE

To serve as port commissioner position #5 for The Port Of Brookings-Harbor Oregon and have the opportunity to serve and represent the part of our diverse community that uses the Port of Brookings-Harbor for many different reasons other than fishing.

QUILIFICATIONS

I have over seven years of experience as a Fire Inspector/Investigator conducting inspections and investigations of buildings, public and private properties for fire hazards, to obtain compliance with fire prevention laws along with being a primary investigator of fire incidents for origin and cause for the City of Scottsdale Fire Department. I have three years of experience as a Code Enforcement Officer doing interior and exterior inspections interpreting, explaining, and enforcing the City of Scottsdale codes, ordinances, and housing codes to obtain compliance. I am self-motivated, with accomplished communication skills, listening skills, problem solving skills, organizational skills and attention to detail.

WORK HISTORY

April 2007-July 2014
City of Scottsdale Fire Department
Fire and Life Safety Division
8401 E. Indian School Rd.
Scottsdale, AZ 85251
480-312-1855

Job Title: Fire Inspector II

Job Duties: Conduct regular, or unusual inspections of buildings and property for fire hazards, fire, and life safety code violations to gain compliance with City of Scottsdale fire and life safety and prevention codes and standards, along with being on call as a primary fire investigator for fire incidents origin and cause.

- Conduct fire safety inspections of existing facilities, new construction, government buildings, schools, hospitals residential, multifamily developments for conformance and compliance with the city fire and life safety codes, regulations and with national standards.
- Conduct inspections and acceptance tests for efficiency of fire protection equipment, automatic fire extinguishing systems, fire alarm systems and associated devices to ensure compliance with fire codes and to verify they are installed as per approved plans for schools, commercial, residential, government, and multifamily buildings and hospitals.

- Document violations of fire codes, ordinances and safety hazards and communicate with the residents, property owners, business owners and contractors for timely resolution of violations and to issue citations or re-inspection fees when compliance with the fire code is not voluntary and/or within the time frame given to correct fire and life safety code violations.
- Conduct nighttime occupancy inspections in the downtown bar district for compliance with occupancy loads and fire and life safety requirements. Issue citations for overcrowding violations when warranted, prepare case files, and submit cases to the city attorney to assist in the prosecution of fire and life safety code violations.
- Primary investigator of fire incidents/scenes for origin and cause, which can include activities such as evidence collection and preservation, detailed report writing, questioning and interrogations, working with other departments and agencies such as City of Scottsdale Police Department, HAZMAT, AZDEQ, City of Scottsdale Building Department, ATF, FBI, private insurance companies, and give court testimony when required.
- Conduct inspections of facilities having hazardous materials to ensure compliance with local, state, and federal regulations pertaining to storage, use and disposal of hazardous materials.
- Respond to complaints and questions from the public relating to fire hazards and possible fire code violations.
- Assist with public outreach programs, public education programs to promote fire and life safety and prevention in the City of Scottsdale.

July 2004- April 2007

City of Scottsdale Citizens &

Neighborhood Resources

7447 E. Indian School Rd. #300

Scottsdale, AZ 85251

Job Title: Code Inspector

Job Duties: Educating and enforcing the city zoning and property codes, Deliver quality services that in a respectful and professional manner through effective and honest communication to educate, inform and enforce the city zoning, property and housing codes.

- Respond to complaints both orally and in writing. Inspect and identify violations. Issue correction notices, warning notices and citations to obtain compliance with city codes.
- Maintain all records of case management using a computer database. Research case histories, approved documents, blueprints, site plans, liquor license applications, property ownership records, and microfiche and other related documents necessary. Document and photograph city code violations and issue citations, when needed to gain compliance.
- Prepare cases for court actions. Attend and present case facts/files in administrative, civil, criminal and abatement court hearings.
- Meet with tenants, homeowners, business owners, landlords, property managers to resolve issues and conflicts to correct city code violations.
- Work with neighborhood associations, citizens, and other city departments such as solid waste department, police department, fire department to provide information to obtain compliance.

July 1999- July 2004
Town of Gilbert
Solid Waste Department
525 N. Lindsay Rd.
Gilbert, AZ 85234

Job Title: Solid Waste Inspector

Job Duties: Participate in departmental and organizational projects/teams to facilitate common work duties, goals, and objectives, maintaining a productive respectful work environment while providing good customer service to the citizens and businesses in the Town of Gilbert.

- Respond to and investigate complaints concerning recycling and solid waste codes for the Town of Gilbert sanitation department. Provide information and initiate appropriate action to obtain compliance orally and in writing to secure compliance. Issue correction notices, contamination notices and letters.
- Prepare weekly and monthly reports, document inspections, maintain required records for the Town of Gilbert and AZDEQ using computer databases. Document and photograph violations.
- Work with citizens, neighborhood associations, town departments including code compliance department, neighborhood services department, and environmental department to provide information and education to obtain compliance.
- Schedule and conduct educational presentations to Town of Gilbert schools concerning reducing, reusing, and recycling solid waste program. Attend HOA meetings, participate and organize special events and community outreach events and programs throughout the year. Such as, New Resident Socials, Clean Sweep and Household Hazardous Waste events.



RECEIVED

AUG 10 2023

Dear Port Commissioners,

My name is Tiffany Berg and I would like to take the opportunity to put my name in the hat for Port commissioners, as I hear Ken Range has resigned.

I was born and raised in Reno Nevada, moved to Susanville California with a boyfriend and started a career in Corrections. I did 10 years with them. In-between being a Correctional Officer I have had the opportunity to do a lot of other stuff. I was a waitress, owned a bar, restaurant, pizza Parlor, cab and shuttle service and even a golf course beer cart person. I have had the fortunate experiences to be very diverse in my jobs throughout the years. But I guess we all have a calling. When I retired from Corrections, my family and I have always loved Brookings, so we sold everything and moved here in 2012. We worked at the port for months. We worked at the RV park and that is where our love of Brookings started. I fell in love with Fishing in Brookings, Then I fell in love with the people and the quaintness of this town. The Port has always been where my heart is. I have finally found my passion, which is Real Estate. I have been a Realtor here in Brookings Oregon since April of 2016. I absolutely love it. Working and serving people in the community I live in is what I was born to do.

I would love to open the next chapter of my life giving back to the community I live in and love so much.

Please consider me for the fill in position as Port Commissioner.

Thank You for your consideration

Tiffany Berg

A handwritten signature in black ink that reads "Tiffany Berg". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

ACTION ITEM – B

DATE: August 16, 2023
RE: Approve Signature for Bank Account
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- New Board member will need to be approved onto the Umpqua Bank Accounts.

DOCUMENTS

- No documents

COMMISSIONERS ACTION

- Recommended Motion:
 - 1) Motion to remove Ken Range as a signer on all Umpqua Bank Accounts for the Port of Brookings Harbor.
 - 2) Motion to add _____ as a signer on all Umpqua Bank Accounts for the Port of Brookings Harbor.

ACTION ITEM – C

DATE: August 16, 2023
RE: Park Host Agreement
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- November 17, 2017, Board approved Beachfront RV Park Host Agreement.
- This agreement is supposed to be a yearly contract between the Port of Brookings Harbor Beachfront RV Park and a Campground Host.
- The Port currently operates with one host who started in 2015, and is looking to operate with two campground hosts again.
- This position is a volunteer position.
- Port Counsel has reviewed the agreement.

DOCUMENTS

- Beachfront RV Park Host Agreement, 9 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve Draft Beachfront RV Park Host Agreement.

PORT OF BROOKINGS HARBOR
Beachfront RV Park Host Agreement

THIS AGREEMENT, made and entered by and between PORT OF BROOKINGS HARBOR, a municipal entity, located at 16330 Lower Harbor Road, Brookings, Oregon 97415, (the "Port"), and _____ (name) residing at Beachfront RV Park, 16035 Boat Basin Rd. Brookings, Oregon 97415 ("Campground Host"), and jointly referred to, together with the Port, as the "Parties".

Whereas, the Port needs volunteers to serve as Campground Hosts in the Port's Beachfront RV Park (the "Premises") from January 1st through December 31st, each year, or such other times as a Campground Host may be required; and

Whereas, the above-named Campground Host agrees to volunteer to be a Campground Host and provide such services as a volunteer, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows.

SECTION 1: RECITALS, SUBJECT AND PURPOSE.

1.1 The above recitals are true and accurate and are incorporated into the Agreement by this reference.

1.2 The Campground Host agrees to provide those campground hosting services at the Premises as set forth in Attachment A (the "Hosting Services"), which is attached hereto and incorporated by reference. Attachment A provides the Campground Host's obligations and defines the rules governing his/her conduct, responsibilities, and attitude while providing Hosting Services to the Port as a Campground Host.

1.3 Upon commencement of the term of this Agreement defined in Section 2, the Port shall provide appropriate identification to the Campground Host to allow admission to the campground and aid in identifying the Campground Host to park and campground users.

SECTION 2: TERM.

The term of this agreement shall commence on _____ and terminate on _____.

Section 3: CONSIDERATION

The consideration for this Agreement consists of the mutual promises and obligations of the Parties as set forth in this Agreement. It is mutually and expressly understood that the services to be provided by Campground Host to Port shall be donated, and Campground Host shall not be entitled to receive, nor does he/she expect to receive and present or future monetary compensation, wages, salary or other benefits for this/her services, except for the reasonable benefits set forth in below.

In exchange for providing Hosting Services to Port as Campground Host, the Port will furnish the following to the Campground Host:

1. A campsite complete with sewer, water, and electrical service within the Premises (“Campground Host Campsite”);
2. Waiver of the campground fee for the term of this Agreement;
3. Workers’ compensation insurance for the term of this Agreement;
4. Orientation and training to the reasonable extent needed to enable the Campground Host to perform assigned tasks; and
5. A sign at the Campground Host Campsite designating the site as belonging to the Campground Host.

SECTION 4: RELATIONSHIP OF THE PARTIES.

4.1 The Parties acknowledge and agree this Agreement does not create any partnership or joint venture, or any relationship of employer-employee or principal-agent. Neither party has any authority to bind the other to any obligation to any third party, or to hold itself out as authorized by the other to enter into any agreement with or to incur any obligation to any third party. The Campground Host is **not** entitled to any benefits that the Port provides for Port employees, with the exception that the Port will provide workers’ compensation insurance volunteer coverage for the Campground Host.

4.2 The Campground Host agrees to follow the general direction of the Port of Brookings Harbor General Manager (“Port Manager”), or Port Manager’s designee, in performing the Hosting Services.

4.3 The Campground Host will be solely and entirely responsible for himself/herself during the performance of the Hosting Services pursuant to this Agreement. But, the work contemplated herein must meet the advanced approval of the Port pursuant to the provisions of the Agreement.

4.4 The Campground consents to being photographed or recorded, and grants Port a perpetual, non-exclusive, transferrable, and royalty-free license to use his/her image, voice, and likeness (in photo, video, audio, or other format) for commercial or other purposes.

SECTION 5: RELEASE.

5.1 As a volunteer performing host tasks on behalf of the Port, I understand that the Port will secure workers’ compensation insurance to provide workers’ compensation benefits for me in the event that I suffer a compensable injury or death within the course and scope of performing my authorized tasks. In exchange for the Port providing me with volunteer workers’ compensation insurance coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge the Port from any and all demands or claims for damage or injury from any cause of suit or action, known or unknown, that I may have against the Port, and/or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, for any and all harm or damage to my health in any manner resulting from or arising out of my authorized hosting tasks.

Campground Host Initials _____

5.2 The above release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized hosting tasks.

5.3 In the event that I am injured while performing my hosting tasks, I will immediately notify the Port Manager or Port office staff and apply for workers' compensation benefits.

Campground Host Initials _____

5.4 Campground Host agrees to indemnify, defend and hold the Port harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorney fees) to the extent caused by the negligence or willful misconduct of the Campground Host in connection with the services to be performed by the Campground Host under the terms of this Agreement.

5.5 To the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, the Port agrees to indemnify, defend and hold Campground Host harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorney fees) caused solely by the negligence or willful misconduct of the Port, its employees or agents in connection with the services to be performed by the Campground Host under the terms of this Agreement.

5.6 The Campground Host and the Port specifically warrant that the foregoing indemnity provisions are the subject of explicit negotiation by the Parties, and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of the Agreement herein.

SECTION 6: SCHEDULE / CONFLICT.

6.1 The Campground Host agrees to represent himself/herself as the "Campground Host"; and understands that they will be identified as such. The Campground Host agrees to schedule all volunteer hours in advance with the Beachfront RV Park Manager. The Campground Host shall be permitted to choose the specific hours they will provide Park Host Services, including the general number of hours they will perform the services in any given day or week, subject to the scheduling and minimum hour requirements in Attachment A. The Campground Host shall be permitted to leave the Premises at any time but shall notify the Beachfront RV Park Manager when Campground Host leaves the park during a time when services were to be performed, so alternate arrangements can be made for the provision of the services.

6.2 The Campground Host may not enter into any agreements/arrangements for appearance with any television, radio, newspaper, or other media without the prior review and approval by the Port Manager.

SECTION 7: TERMINATION.

7.1 The Port Manager, or designee, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Host. The Port

Manager, or designee, may terminate this Agreement with or without cause. If this Agreement is terminated by the Port prior to the agreed-upon termination date, the Campground Host will have twenty-four (24) hours to vacate the campground.

7.2 The Campground Host may terminate this Agreement with a minimum of thirty (30) days' written notice, and must vacate the campground by the agreed-upon termination date.

SECTION 8: COMPLIANCE WITH LAWS.

The Parties specifically agree to observe all federal, state, and local laws, and ordinances and regulations, to the extent that they affect the rights and responsibilities outlined in this Agreement.

SECTION 9: MODIFICATION.

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement.

SECTION 10: GOVERNING LAW.

This Agreement has and shall be construed as having been made and delivered in the State of Oregon and the laws of the State of Oregon shall be applicable to its construction and enforcement. Any arbitration proceeding, action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in Curry County, Oregon.

SECTION 11: WAIVER.

No officer, employee, agent or otherwise of the Port has the power, right or authority to waive any of the conditions or provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any or subsequent breach. All remedies afforded in this Agreement or at law will be cumulative. Failure of the Port to enforce, at any time, any of the provisions of this Agreement or to require at any time performance by Campground Host of any provision hereof shall in no way be construed to be a waiver of such provision, and shall in no way affect the validity of this Agreement, or any part thereof, or the right of the Port to thereafter enforce each and every such provision of this Agreement.

SECTION 15: NOTICES.

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail return receipt requested, sent to the Parties at their respective addresses given below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

For the purpose of giving notice, the addresses of the Parties are as follows:

Port of Brookings Harbor
Attn: _____
16330 Lower Harbor Road
P.O. Box 848 Brookings, OR 97415

[Name and Address of Campground Host]

SECTION 16: ATTORNEY FEES.

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom, or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other party reasonable attorney fees to be determined by the court or arbitrator(s). In addition to recovery of reasonable attorney fees, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other reasonable attorney fees for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recovery from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

SECTION 17: ARBITRATION.

Any controversy or claim arising out of or relating to this agreement, including, without limitation, the construction, performance or interpretation of this Agreement, shall be settled by arbitration in Curry County, Oregon, and any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

17.1 Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the Parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the Parties cannot agree within thirty (30) days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court of Curry County. The dispute shall be heard by the arbitrator selected within ninety (90) days thereafter, unless the Parties agree otherwise.

17.2 The Parties will pay their own costs of arbitration, and each will be obligated to pay one half of the arbitrator's fee. The provision of Section 16 shall also apply to arbitration, and in the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

17.3 If arbitration is commenced, the Parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and oral and written arguments to the arbitrator. The arbitrator shall give written notice to the Parties stating the arbitration determination and shall

furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the Parties. The Parties agree that all facts and other information relating to any arbitration arising under this agreement shall be kept confidential to the fullest extent permitted by law.

17.4 The Parties agree that the arbitrator shall have no jurisdiction to render an award and/or judgment for punitive damages. The Parties agree that the decision of the arbitrator shall be final and binding on the Parties and a judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

17.5 Service of process in connection with the arbitration shall be made by certified mail. In any judicial proceeding to enforce this Agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

17.6 Neither party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

17.7 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third-party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either party may at any time initiate arbitration under this Section 17 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either party. In the event the Port is made a party to such claim or litigation so initiated by a third party, the Port shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether the Port is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection 17.7 above, and regardless of Campground Host's indemnity obligations under Section 5 above.

SECTION 18: HEADINGS.

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

SECTION 19: EFFECTIVE DATE.

This Agreement shall be effective as of the date of the last party signing the Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this agreement on the date accompanying their signature block.

PORT OF BROOKING HARBOR

By: Travis Webster – Port Manager

Signed this ___ day of _____, 20__.

CAMPGROUND HOST

Signature

(Print Name)

Signed this ___ day of _____, 20__.

666

Attachment A

The Campground Host volunteers to provide Port with the following Hosting Services:

1. Serve as a liaison between campground users and Port staff;
2. Assist visitors/campers by providing information about the park, answering questions, and explaining rules;
3. Keep track of occupied and reserved sites and direct campers to vacant sites;
4. Keep watch for activities within the campground requiring immediate attention;
5. Contact Port staff and/or law enforcement when emergencies occur;
6. Pick up litter in and around campsites;
7. Report any damaged tables, trees or equipment to Port Staff.

The Campground Host additionally agrees to the following:

1. Commit to a minimum of a four-week schedule, with the specific number of weeks and time of providing Hosting Services subject to negotiations with Port staff;
2. Reside at the Campground Host Campsite complete with sewer, water, and electrical service for the Term of the Agreement and display the identifying sign which reads "Camp Host";
3. Provide an insured recreational vehicle camping unit;
4. Provide Hosting Services a minimum of 20 hours per week, with the specific days and times to provide Hosting Services to be agreed to by the Beachfront RV Park Manager.;
5. When providing Hosting Services, be on duty and therefore available to park visitors five days a week, including weekends and holidays; from 5:00 p.m. to 10:00 p.m., or as needed.
6. Comply with Port rules and regulations;
7. Provide their own camping gear and personal items, and set an example as a model camper by practicing good housekeeping and being courteous and helpful to the public.

The Campground Host also agrees not to do the following:

1. To take any actions typically performed by law enforcement;
2. Provide services outside the scope of duties as outlined in this Agreement.

The Campground Host will adhere to the following every shift:

1. When you begin your shift, tour the park and verify occupancy of guests by comparing them to the Housekeeping list. If there is a guest without a tag, contact that guest and make sure they have paid.
2. During your shift, make at least 2 tours through the park, verifying ALL guests. Make sure there aren't any disturbances in the park and if you see anything or anyone that shouldn't be here or doing anything against park rules/law, contact Knight Security or law enforcement.
3. Assist incoming guests to locate available spaces. Inform all guests to stop by the RV Park office to complete full payment and collect paperwork for their stay.

4. Lock front gate promptly at 10:00pm, NO LATER AND NO EARLIER. Unlock the front gate at 7:00am.
5. **If there are any emergencies, call: 911**
6. **We have spontaneous weather, so when it permits, and the ocean waves become a threat to our guests, you need to alert our park guests no matter the time.**
7. If you notice someone leaving large items of trash at their site or near one of our dumpsters or garbage cans, take note and give it to the office the next morning.
8. It is your responsibility to keep your site clean as we expect our guests to. (i.e. garbage, pets, vehicles, RV or 5th wheel needs to be clean on the outside).
9. If you can't provide Hosting Services for a period of time, you must provide 3 days advance notice to Port. If you can't provide Hosting Services for a period of time that exceeds 24 hours, then you must provide 2 weeks advance notice to Port.

Campground Host Signature

Date



ACTION ITEM – D

DATE: August 16, 2023
RE: Audit Engagement Letter
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Port audits must be reviewed by Certified Public Accountant (CPA) and approved by the Board. Completed audits must be submitted to State of Oregon by December 31st of every year.
- Port solicited for CPA's and received only one response.
- Audit Engagement Letter is for Fiscal Year 2022-23 service.

DOCUMENTS

- C.J. Huntsman, Audit Engagement Letter, 5 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to accept C.J. Huntsman Audit Engagement Letter for the Fiscal Year 2022-2023 services.

C. J. Huntsman, CPA, P.C.

Constance J. Huntsman
Certified Public Accountant
Admin@huntsmancpa.net

P.O. Box 569
Coos Bay, OR 97420
541-808-3080

Memberships
American Institute of CPA's
Oregon Society of CPA's

AUDIT ENGAGEMENT LETTER

July 11, 2023

Commissioners and Travis Webster, Port Manager
Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

Dear Commissioners and Travis:

I am pleased to confirm my understanding of the services I am to provide to the Port of Brookings Harbor for the fiscal year ended June 30, 2023.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Port of Brookings Harbor as of and for the year ended June 30, 2023. The basic financial statements of the Port of Brookings Harbor are prepared on a prescribed basis of accounting that demonstrates compliance with the modified cash basis of accounting. This basis of accounting is a special-purpose financial reporting framework other than generally accepted accounting principles in the United States of America (U.S. GAAP) as established by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. U.S. GAAP provide for certain required supplementary information (RSI). No RSI is required in the special-purpose financial reporting framework basic financial statements of the Port of Brookings Harbor and no audit services that would have been provided on RSI will be provided.

I have also been engaged to report on supplementary information that accompanies Port of Brookings Harbor's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and I will provide an opinion on it in relation to the financial statements as a whole in a report combined with my auditor's report on the financial statements:

- 1) Schedule of Property Tax Transactions – Modified Cash Basis
- 2) Schedule of Long-Term Debt Principal and Interest Transactions
- 3) Schedules of Future Cash Requirements for Payment of Long-Term Debt:
 - a) Revenue Bond Series 2000
 - b) Combined IFA Notes Payable
 - c) Notes Payable
 - d) RV Park Improvement Note Payable
 - e) Lease Financing Agreements

In connection with my audit of the basic financial statements, I will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, I conclude that an uncorrected material misstatement of the other information exists, I am required to describe it in my report. Following is other information reported in the financial section of the annual financial report:

- 1) Transmittal Letter
- 2) Administrative and Staff Organizational Chart
- 3) Port Geographic Boundaries
- 4) Trend Information – Last Five Years

The objectives of my audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects in conformity with the modified cash basis of accounting referred to in the second paragraph, and report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

I will conduct my audit in accordance with GAAS and will include tests of your accounting records and other procedures I consider necessary to enable me to express such opinions. As part of an audit in accordance with GAAS, I exercise professional judgement and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. I will also request written representations from your attorneys as part of the engagement.

I may, from time to time and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

My audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

I will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of Port of Brookings Harbor's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion.

Responsibilities of Management for the Financial Statements

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements with oversight of those charged with governance.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from generally accepted accounting principles in the United States of America (GAAP); (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is responsible for providing trial balances and detailed general ledger reports, all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the modified cash basis of accounting. You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of C. J. Huntsman, CPA, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oregon Secretary of State or its designee. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. J. Huntsman, CPA, P.C. personnel.

As a sole-practitioner, I am responsible for supervising the engagement and signing the report. I expect to begin my audit on approximately November 1, 2023 and to issue my reports by December 31, 2023. I do not guarantee that my reports will be issued by December 31, 2023. If an extension is required, I will discuss it with management prior to submitting an audited financial statement extension request to the Oregon Secretary of State.


My fee for services will be at my standard hourly rate of \$150. I expect to start and finish the audit engagement services in approximately 125 hours, for a gross fee that will not exceed \$18,750. This fee includes out-of-pocket costs and travel. My invoice for this fee will be rendered each month as work progresses and are payable upon presentation. In accordance with my firm policies, work may be suspended if your account balance becomes 20 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of Port of Brookings Harbor's financial statements. My report will be addressed to the Board of Commissioners of the Port of Brookings Harbor. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstance, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or withdraw from this engagement.

I appreciate the opportunity to be of service to the Port of Brookings Harbor and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign, and return a copy to me.

Sincerely,


Constance J. Huntsman, CPA
C. J. Huntsman, CPA, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Port of Brookings Harbor.

Port Manager signature: _____

Printed name: _____

Date: _____

Board Commissioner signature: _____

Printed name: _____

Date: _____

ACTION ITEM – E

DATE: August 16, 2023
RE: Delinquent Account Write Off Request
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Delinquent accounts are reviewed and written off per Resolution 478. The Port Manager has the authority to write off delinquent accounts below \$1,000 and submit them to a collection agency if we find the accounts unretrievable. Any amount over \$1,000 requires Board action.
- I have prepared a summary account and attached for your review on Giovanni Costantino. The Port has exhausted all attempts to contact, and retrieve amounts due. Requesting to move forward sending account to collections.
- I have prepared a summary account and attached for your review on Steve O'Daniels. The Port has exhausted all attempts to contact, and retrieve amounts due. Requesting to move forward sending account to collections.

DOCUMENTS

- Delinquent Account Write Off Request, 2 pages (Costantino, Giovanni \$1,614.63)
- Delinquent Account Write Off Request, 2 pages (O'Daniels, Steve \$3,105.17)

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve delinquent account write offs of \$4,719.80 from accounts receivable and submit the amount to Port collection agency.



Delinquent Account Write Off Request

Customer: Costantino, Giovanni

Amount Owed: \$1,614.63 Date: 8/16/2023

Requesting permission to write off charges on account receivable as uncollectable.

Notes and timeline of collection attempts on the account of **Giovanni Costantino**:

- **12/22/2020** Giovanni and his father, Anthony, purchased the sailboat "Reality" which was moored in the Port.
- **3/11/2021** After many failed attempts to reach Giovanni regarding paying for moorage, both Giovanni and Anthony arrived at the Port office in person with their moorage required documents and payment for 6-months of moorage which was backdated to February 1st per verbal agreement with Port management.
- **Moorage Terminated (6)** six times between 3/11/2021 and 7/7/2022 for varying reasons, failure to pay, failure to keep active insurance, failure to register vessel with the Marine Board etc., each Termination was rescinded before final deadline (customer paid, insurance was reinstated, registration was submitted to Marine Board) and the vessel was allowed to stay at the Port.
- **7/25/2022** A phone conversation occurred between Anthony, Moorage Manager, Harbormaster and Port Manager regarding the pending Moorage Renewal for August 1, 2022. Due to the condition of the vessel, the number of Terminations due to lack of response and communication from the vessel owners, and the number of days the vessel was uninsured, it was decided that the Port would allow one more semi-annual renewal, to get through the winter season, and that the vessel would depart after that 6-months was up. **Last approved renewal dates: 7/1/22 – 1/31/23.**
- **2/1/2023** Vessel remained in slip past moorage expiration date. Letters were sent to stating that monthly moorage fees would be billed until vessel departs the Port. Certified mail receipts confirmed delivery.
- **3/1/2023** Vessel remained in slip past moorage expiration date. Letters were sent stating that monthly moorage fees would be billed until the vessel departs the Port. Certified mail receipts confirmed delivery.
- **3/17/2023** Anthony came into the office denying he received any letters regarding monthly moorage fees. He was upset with policy regarding monthly moorage if no moorage license agreement was in effect. He stated that he was departing by the end of the month and would come in before the vessel departed to pay the fees due on the account.
- **3/31/2023** Port staff witnessed the "Reality" departing the port, monthly fees were not paid prior to departure.
- **5/3/2023** A 90 Days Overdue Notice was sent to Giovanni and Anthony. Office staff left messages regarding the overdue account.
- **6/3/2023** A Demand Notice for payment was sent to Giovanni and Anthony. Office staff left messages regarding his overdue account.

Write off this account on accounts receivable as uncollectable and submit this to collection agency in the amount of \$3,105.17

Write off this amount on accounts receivable as uncollectable in the accounts receivable and do not submit this to collection agency in the amount of \$3,105.17

Other Agreement/Terms as presented and approved. Customer balance is \$3,105.17

Authorized / Attached Minutes

Date

This institution is an Equal Opportunity Provider

Port of Brookings Harbor Balance Details for Costantino, Giovanni

All Transactions						
Type	Date	Num	Memo	Due Date	Open Balance	
Costantino, Giovanni						
Invoice	02/01/2023	20230029	Monthly Moorage B2 N9, Dates: 2/1/23-2/28/23	02/01/2023	749.30	
Invoice	03/15/2023	20230356	Monthly Moorage B2 N9, Dates: 3/1/23-3/31/23	03/15/2023	749.30	
MOORAGE FEES					1,498.60	
Invoice	03/31/2023	FC 1648	Finance Charge	03/31/2023	21.43	
Invoice	04/28/2023	FC 1674	Finance Charge	04/28/2023	48.04	
Invoice	05/31/2023	FC 1685	Finance Charge	05/31/2023	24.38	
Invoice	06/30/2023	FC 1752	Finance Charge	06/30/2023	22.18	
FINANCE CHARGES					116.03	
Total Costantino, Giovanni			TOTAL DUE	<u>1,614.63</u>		



Delinquent Account Write Off Request

Customer: O'Daniels, Steve

Amount Owed: \$3,105.17 Date: 8/16/2023

Requesting permission to write off charges on account receivable as uncollectable.

Notes and timeline of collection attempts on the account of **Steve O'Daniels**:

- Steve purchased FV: Miss Stacey in January 2023, the vessel did not have an active moorage which Steve was aware of. He agreed to pay Transient Dock fees until he had the vessel running well enough to move it to another Port.
-
- **2/1/2023** Steve prepaid for (3) nights on Transient Dock, a telehandler job, and one month of gear storage so that he could load the things he purchased with the vessel onto the vessel.
- **2/3/2023 – 5/5/2023** The vessel remained on Transient Dock, unpaid from, Steve communicated with office staff and management that he would pay his fees as soon as he could cash checks for crabbing and fishing that he had done since January.
- **3/1/2023** Steve told management that he would be in to pay his fees by March 30th.
- **3/31/2023** Steve was contacted after failing to pay by March 30th, he stated that he was waiting for deposits to clear at his bank, and he could come in April 3rd to pay his fees.
- **4/7/2023** I called Steve and reminded him that he said he would be here March 30th and April 3rd and that we were still awaiting payment.
- **5/5/2023** Steve purchased diesel fuel that he was unable to pay for. Again, Steve communicated with office staff and management that he would pay all the fees on his account before departing the Port.
- **5/6/2023** Steve and the vessel departed the Port with a balance due of \$2,992.93.
- **5/31/2023** A 90 Days Overdue Notice was sent to Steve. Office staff left a message regarding his overdue account.
- **6/30/2023** A Demand Notice for payment was sent to Steve. Office staff left a message regarding his overdue account. Management also left a message for Steve regarding his account.
- **7/18/2023** Office Manager called and left a message stating that if he did not pay the minimum of \$1,537.95 (which was the over 90 days balance) that his account would be subject to collection.
- **7/19/2023** Port Manager called Steve. Steve said he would be in no later than August 9th to pay his fees.
- **8/6/2023** Steve sent a message to Port Manager again stating that he would pay his fees no later than August 9th.

Write off this account on accounts receivable as uncollectable and **submit this to collection agency in the amount of \$3,105.17**

Write off this amount on accounts receivable as uncollectable in the accounts receivable and **do not submit this to collection agency in the amount of \$3,105.17**

Other Agreement/Terms as presented and approved. Customer balance is \$3,105.17

Authorized / Attached Minutes

Date

This institution is an Equal Opportunity Provider

**Port of Brookings Harbor
 Balance Details for O'Daniels, Steve**

All Transactions						
Type	Date	Num	Memo	Due Date	Open Balance	
O'Daniels, Steve, F/V Miss Stacey						
Invoice	02/08/2023	20230150	Transient Dock, Feb 3 - March 3	02/08/2023	734.40	
Invoice	03/20/2023	20230363	Transient Dock, Mar 3 - Apr 3	03/20/2023	742.20	
Invoice	05/03/2023	20230728	Transient Dock, April 3 - May 3	05/03/2023	742.20	
			TRANSIENT DOCK FEES		2,218.80	
Invoice	05/05/2023	20230765	FT 2179, F/V MISS STACEY	05/05/2023	712.78	
			DIESEL FUEL		712.78	
Invoice	03/31/2023	FC 1653	Finance Charge	03/31/2023	18.47	
Invoice	04/28/2023	FC 1679	Finance Charge	04/28/2023	42.88	
Invoice	05/31/2023	FC 1688	Finance Charge	05/31/2023	24.03	
Invoice	06/30/2023	FC 1756	Finance Charge	06/30/2023	43.38	
Invoice	07/31/2023	FC 1773	Finance Charge	07/31/2023	44.83	
			FINANCE CHARGES		173.59	
Total O'Daniels, Steve, F/V Miss Stacey			TOTAL DUE		<u>3,105.17</u>	

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ACTION ITEM – F

DATE: August 16, 2023
RE: C and G Ice Cream Truck Letter
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- July 13, 2023 received a letter from the owner of C and G Ice Cream Truck, Paul Davis, requesting to drive through the beachfront RV Park.
- Currently the Port does not allow outside vendors without a lease or being a part of an event.

DOCUMENTS

- Engagement Letter, 1 page

COMMISSIONERS ACTION

- Recommended Motion:
Motion to

July 13, 2023

Dear Port Commissioners,

My name is Paul Davis and I am the owner of C and G Ice Cream Truck. I have been a Brookings resident for the past 11 years. I have business licenses to operate my ice cream truck in the City of Brookings, Curry County and the state of Oregon. I would like permission to bring my ice cream truck down to the Port. I would like to drive through the port/beach areas frequently. My Ice Cream Truck is self-sufficient, so I wouldn't need to use any of the Ports utilities. You can contact me via email at candgicecreamtruck@gmail.com , or phone (209)534-6231. Thank you for your consideration of my request. I hope to hear from you soon



Paul Davis

RECEIVED

JUL 13 2023

ACTION ITEM – G

DATE: August 16, 2023
RE: Strategic Business Plan Update
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- The Port's Strategic Business Plan (SBP) is designed to be a working document and will require ongoing review and updates to complete planned capital, marketing, and maintenance projects successfully.
- Draft SBP 2023 Tables 14 Capital Improvement Plan, Table 15 Project Opportunities, and Table 17 Action Plan with the latest infrastructure repair needs and projects.
- Draft SBP 2021 Project Opportunities Map with revised areas.
- The Port is currently working on FEMA DR-4432-OR PW-189 Dredging and the Wastewater Treatment Plant. Boat Yard and Commercial Storage Area projects are under review with OEM/FEMA Hazard Mitigation Grant Program awaiting funding approvals.

DOCUMENTS

- Draft SBP 2023 Tables 14 Capital Improvement Plan, Table 15 Project Opportunities, and Table 17 Action Plan, 3 pages
- Draft SBP 2023 Project Opportunities Map, 1 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Strategic Business Plan 2023 annual review and updated Tables 14, 15, 17 and project opportunities map.

6.1 Capital Facilities Plan. The Port has identified short-, mid-, and long-term capital improvement projects to facilitate the continued success of its operations and facilities. Table 14 lists potential projects, their timeframes, and planning level cost estimates for them.

Table 14 - Capital Improvement Plan

Map #	Location	Capital Improvements	2023 Cost Estimates	Timeline	Priority	Priority Project Category
1	Basins 1 & 2	Dredging 38,000 Cubic Yards	\$ 2,447,071	2023-27	High	2019 Storm related damage
2	Wastewater Treatment Plant	Install Wastewater Treatment Plan on Pacific Seafood South Dock	\$ 3,500,000	2023-24	High	Commercial facility upgrade
3	Boat Yard	Stormwater improvements; grading and paving	\$ 800,000	2023-24	High	Commercial facility upgrade
4	Gear Storage Area	Stormwater improvements; grading and paving	\$ 700,000	2023-24	High	2019 Storm related damage
5	Basin 2	West embankment repair; install fencing	\$ 800,000	2023-25	High	2019 Storm related damage
6	RV Park	Paving and stormwater improvements	\$ 500,000	2024-25	High	Recreation improvements / public amenities
7	Retail Buildings	Make commercial building upgrades including new roofs	\$ 250,000	2024-25	High	Commercial facility upgrade
8	Boat Yard	New Construction to replace existing building	\$ 1,500,000	2024-25	High	Commercial facility upgrade
9	Boat Yard	Rebuild travel lift ramp structure	\$ 1,000,000	2025-26	High	Commercial / Marina facility upgrade
10	Boardwalk	Repair / restore piling; secure slope; replace wood planks with concrete surface; expansion	\$ 1,000,000	2025-26	High	Marina facility upgrade / public amenities
11	Basin 2	South & East embankment repair; install fencing	\$ 800,000	2025-27	High	2019 Storm related damage
13	Kite Field	Construction of 28 new RV Sites with new RV Park Office	\$ 1,500,000	2025-27	High	Recreation improvements / public amenities
12	Receiving Docks - Hallmark	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	\$ 1,500,000	2026-27	Medium	Commercial facility upgrade
14	RV Park Facility Improvements	Upgrade back-in site utilities and improvements	\$ 700,000	2026-27	Medium	Recreation improvements / public amenities
15	Basin 1	Basin1 slope repairs	\$ 600,000	2025-26	Medium	Marina facility upgrade
16	Receiving Docks - Pacific Seafood	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	\$ 750,000	2026-27	Medium	Commercial facility upgrade
17	Basin 2 - East Parking Area	Stormwater and paving improvements	\$ 250,000	2025-26	Medium	Commercial facility upgrade / public amenities
18	Transient Dock / Barge-Icehouse / Basin 2 Slopes	Transient dock and barge/icehouse slope repairs	\$ 500,000	2025-26	Medium	Marina facility upgrade
19	Port Office	Construction of new Port Office Facilities	\$ 1,000,000	2030-31	Low	Commercial facility upgrade
20	Basin 2 Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel	\$ 2,500,000	2030-31	Low	Commercial / Marina facility upgrade
21	Green Building Area	Develop site for covered storage units for all types of equipment, gear, vessels, vehicles, etc.	\$ 1,000,000	2030-31	Low	Commercial facility upgrade
22	RV Park Protection Wall	Install protective seawall	\$ 750,000	2030-31	Low	Recreation improvements / public amenities
23	Commercial Center Upgrade	Commercial building and site repairs or building third retail building	\$ 2,000,000	2030-31	Low	Commercial facility upgrade / public amenities
24	Development Potential of Port Bare Ground	Examine opportunity site for potential development - hotel / condo / business center	\$ 1,000,000	2030-31	Low	Public-private partnership opportunity

Cost estimates are based on similar projects in other locations and not based on detailed engineering plans or analysis. Final engineering and construction costs may vary. Timelines very depending on funding and condition of facility.

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6.1.1 Project Opportunities. Table 15 is an overview of the Port's capital improvement and opportunity projects, and includes brief project descriptions, existing zoning designation, and potential conflicts with land use and development regulations. Project locations are shown on the concept plan (Figure 4).

Table 15 - Project Opportunities

Table 14 Reference Number	Location	Project Description	Existing Zoning Designation	Potential Conflicts with Land Use and/or Development Regulations
1	Basins 1 & 2	Dredging 38,000 Cubic Yards	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
2	Wastewater Treatment Plant	Install Wastewater Treatment Plan on Pacific Seafood South Dock.	C-1	Permitted use; County, State and Federal permits needed for construction and In-Water Work.
3	Boat Yard	Stormwater improvements; grading and paving	C-1	No zoning conflicts anticipated; County permits will be required
4	Gear Storage Area	Stormwater improvements; grading and paving	C-1 and I	No zoning conflicts anticipated; SHPO permits may be required; County permits will be required
5	Basin 2	West embankment repair; install fencing	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
6	RV Park	Paving and stormwater improvements	C-1	No zoning conflicts anticipated; County permits will be required
7	Retail Buildings	Make commercial building upgrades including new roofs	C-1	No zoning conflicts anticipated; County permits will be required
8	Boat Yard	New Construction to replace existing building	C-1	No zoning conflicts anticipated; County permits will be required
9	Boat Yard	Rebuild travel lift ramp structure	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
10	Boardwalk	Repair / restore piling; secure slope; replace wood planks with concrete surface; expansion	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
11	Basin 2	South & East embankment repair; install fencing	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
12	Receiving Docks - Hallmark	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
13	Kite Field	Construction of 28 new RV Sites with new RV Park Office	C-1	No zoning conflicts anticipated; County permits will be required
14	RV Park Facility Improvements	Upgrade back-in site utilities and improvements	C-1	No zoning conflicts anticipated; County permits will be required
15	Basin 1	Basin1 slope repairs	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
16	Receiving Docks - Pacific Seafood	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
17	Basin 2 - East Parking Area	Stormwater and paving improvements	C-1	No zoning conflicts anticipated; County permits will be required
18	Transient Dock / Barge-Icehouse / Basin 2 Slopes	Transient dock and barge/icehouse slope repairs	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
19	Port Office	Construction of new Port Office Facilities	C-1 and I	No zoning conflicts anticipated; SHPO permits may be required; County permits will be required
20	Basin 2 Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
21	Green Building Area	Develop site for covered storage units for all types of equipment, gear, vessels, vehicles, etc.	C-1 and I	No zoning conflicts anticipated; SHPO permits may be required; County permits will be required
22	RV Park Protection Wall	Install protective seawall	C-1	Permitted use; County, State and Federal permits needed for repairs and In-Water Work.
23	Commercial Center Upgrade	Commercial building and site repairs or building third retail building	C-1	Retail and Service establishments are permitted uses; no conflicts anticipated; County permits will be required
24	Development Potential of Port Bare Ground	Examine opportunity site for potential development - hotel / condo / business center	C-1	No zoning conflicts anticipated; County permits will be required

The Marine Activity (MA) zoning designation in Curry County would be a more appropriate zoning designation for the marina and support facilities. Permitted uses in the MA zone include, but are not limited to, boat launch and moorage facilities, marine fuel storage and sales, fish processing facilities, public watercraft access facilities, boat service, repair and storage, and dredging. A zone change request should be considered in conjunction with capital improvement projects that require other permits/approvals.

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Strategy 1.1.7: Continue to promote the Port to West Coast markets in Oregon, California, and where appropriate beyond to increase visitation, capture industrial users, and optimize facility use.

7.0 Implementation and Action Plan. The Port's strategic business plan is designed to be a working document and will require ongoing review and updates to complete the planned capital, marketing, and maintenance projects successfully. Table 17 sets out an action plan for the Port's identified short-, mid-, and long-term projects. This action plan will be updated annually.

Table 17 - Action Plan

	Location	Capital Improvements	Timeline	Priority	Potential Funding Sources	Action Plan
1	Basins 1 & 2	Dredging 38,000 Cubic Yards	2023-27	High	FEMA - Business Oregon	FEMA approval PW-189; permitting requirements with County, State and Federal agencies; procure dredge equipment
2	Wastewater Treatment Plant	Install Wastewater Treatment Plan on Pacific Seafood South Dock.	2023-24	High	EPA / Port / Private	Federal matching funding waiver pending; obtaining permits from County, State and Federal agencies; Supplier & Contractor Procurements
3	Boat Yard	Stormwater improvements; grading and paving	2023-24	High	HMGP - Business Oregon	HMGP - BO approval; Bid Package development, permitting requirements with County, State and Federal agencies; contractor selection
4	Gear Storage Area	Stormwater improvements; grading and paving	2023-24	High	HMGP - Business Oregon	HMGP - BO approval; Bid Package development, permitting requirements with County, State and Federal agencies; contractor selection
5	Basin 2	West embankment repair; install fencing	2023-25	High	HMGP - Business Oregon	HMGP - BO approval; Bid Package development, permitting requirements with County, State and Federal agencies; contractor selection
6	RV Park	Paving and stormwater improvements	2024-25	High	HMGP / OSPR / Port	Identify funding sources for engineering and construction
7	Retail Buildings	Make commercial building upgrades including new roofs	2024-25	High	Port	Identify funding sources for construction
8	Boat Yard	New Construction to replace existing building	2024-25	High	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
9	Boat Yard	Rebuild travel lift ramp structure	2025-26	High	HMGP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
10	Boardwalk	Repair / restore piling; secure slope; replace wood planks with concrete surface; expansion	2025-26	High	Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
11	Basin 2	South & East embankment repair; install fencing	2025-27	High	HMGP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
12	Kite Field	Construction of 28 new RV Sites with new RV Park Office	2025-27	High	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
13	Receiving Docks - Hallmark	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	2026-27	Medium	NHMP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
14	RV Park Facility Improvements	Upgrade back-in site utilities and improvements	2026-27	Medium	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
15	Basin 1	Basin 1 slope repairs	2025-26	Medium	HMGP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
16	Receiving Docks - Pacific Seafood	Demolish existing timber dock; construct concrete dock; install concrete pavement; install storm drainage facilities.	2026-27	Medium	HMGP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
17	Basin 2 - East Parking Area	Stormwater and paving improvements	2025-26	Medium	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
18	Transient Dock / Barge Icehouse / Basin 2 Slopes	Transient dock and barge/icehouse slope repairs	2025-26	Medium	HMGP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
19	Port Office	Construction of new Port Office Facilities	2030-31	Low	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
20	Basin 2 Docks	Replace old docks from C thru H and N thru P; reconfigure spaces to accommodate larger vessel	2030-31	Low	Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
21	Green Building Area	Develop site for covered storage units for all types of equipment, gear, vessels, vehicles, etc.	2030-31	Low	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
22	RV Park Protection Wall	Install protective seawall	2030-31	Low	HMGP / Port	Identify funding sources for engineering and construction; obtaining permits from County, State and Federal agencies
23	Commercial Center Upgrade	Commercial building and site repairs or building third retail building	2030-31	Low	Port	Identify funding sources for engineering and construction; obtaining permits from County and State
24	Development Potential of Port Bare Ground	Examine opportunity site for potential development - hotel / condo / business center	2030-31	Low	Port	Identify funding sources for engineering and construction; obtaining permits from County and State

Additional potential grant sources include: the Department of Land Conservation and Development Technical Assistance Program, and Infrastructure Finance Authority Port Planning and Marketing Fund; the Economic Development Administration (EDA) Public Work and Economic Adjustment Program; EDA Planning and Technical Assistance Program; and the US Department of Transportation (Transportation Investment Generating Economic Recovery) grants. HMGP - FEMA Hazard Mitigation Grant Program, OSPR - Oregon State Parks & Recreation.

1	Basins 1 & 2 Dredging / Dredge Sediment Area	7	Retail Buildings Upgrades	13	Receiving Dock Repairs or New Dock	19	Port Office Relocation or Renovations
2	Wastewater Treatment Plant	8	Boat Yard New Building or Repair	14	RV Park Improvements to Back Row Sites	20	Basin 2 Dock Repairs or Replacements
3	Boat Yard Stormwater Improvements & Paving	9	Boat Yard New Travel Lift Ramp or Repair	15	Basin 1 Embankment Repairs	21	Green Building Site New Storage Buildings
4	Gear Storage Stormwater Improvements & Paving	10	Boardwalk New Structure, Repair or Expand	16	Receiving Dock Repairs or New Dock	22	RV Park Seawall Protection
5	Basin 2 West Embankment Repairs	11	Basin 2 South & East Embankment Repairs	17	Basin 2 East Parking Lot Stormwater & Paving	23	Third Retail Building Site
6	RV Park Stormwater Improvements & Paving	12	Kite Field RV Park Expansion	18	Transient / Barge Embankment Repairs	24	Develop Bare Ground

■ Facility Improvements
 ■ Commercial-Marine Improvements
 ■ Public / Private Partnership
 ■ Public Improvements



Port of Brookings Harbor – Project Opportunities
 Curry County, Oregon | Concept Plan – Figure 4 | Proposed 2023 FEMA & FEMA HMGP Projects



018

ACTION ITEM – H

DATE: August 16, 2023
RE: McLennan Contract for FEMA Sediment Storage
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Approval of sediment storage area for FEMA Dredging
- FEMA Award will pay for construction and be a part of FEMA Dredging Scope of Work.
- Three quotes obtained by local contractors, per procurement policy.

DOCUMENTS

- Procurement Request, 4 pages
- Small Construction Projects Contract for McLennan Excavation, Inc., 24 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve contract for McLennan Excavation Inc. to perform sediment storage construction for dewatering and not to exceed \$100,000.

McLennan Excavation, Inc.
Oregon CCB# 195758
98109 N. Bank Chetco River Road, Brookings, OR 97415
541-412-0106

BID PROPOSAL

Date: July 14, 2023
Attention: Travis Webster, Port of Brookings Harbor
Project: Proposed Dredging Plan

Start/Completion of the Job:

Unless otherwise specified, starting will be deemed to occur when McLennan Excavation Inc ("McLennan") personnel or equipment commences work at the site; all scheduling is contingent upon any accidents, weather, acts of nature or delays beyond our control.

Description of the work to be Performed:

McLennan agrees to perform the specified construction and/or improvement work required under the work description presented to McLennan by the customer for the purposes of preparing this proposal. Any alteration or deviation from said proposal involving extra cost will be done on an as needed basis, McLennan will attempt to contact the customer and discuss additional work or materials needed before the commence of additional work, however, sometimes, time is of the essence, and it will be done immediately with the best interest of the customer in mind.

Removing 20 feet of compromised 48" CMP SD pipe
Removing approximately 800 yards of material and relocating onsite
Placing approximately 1,000 tons of 2' to 4' rip rap over fabric
8" concrete headwall at pipe discharge

Total Estimate \$111,125.00

Respectfully Submitted this 14th day of July 2023.

By:



Casey M. McLennan, President
McLennan Excavation Inc

Accepted this ____ day of _____, 2023

By: _____

Travis Webster
Port of Brookings Harbor

Job #
SMALL CONTRACT
OREGON CCB #29995; Ca license 456696
TIDEWATER CONTRACTORS, INC.
P.O. BOX 1956 ~ 16156 HWY 101
BROOKINGS, OR. 97415
OFFICE (541) 469-5341 ~ FAX (541) 469-5543

~~ASPHALT PAVING-REDI-MIX CONCRETE-SAND&GRAVEL-EXCAVATION-ROAD BUILDING-EQUIPMENT RENTAL~~

Contracting Party	Phone/Cell	Date
Port of Brookings Harbor	541 291 7380	7/30/2023
Mailing Address	Job/Project Name	
16330 Lower Harbor Road	Dredge Disposal Area	
City, State & Zip	Job Address/Tax Block or Lot Deed Reference	
Brookings Or. 97415	16330 Lower Harbor Road	
	Email: travis@portofbrookingsharbor.com	

STARTING/COMPLETION OF THE JOB:

Unless otherwise specified, starting will be deemed to occur when Contractors personnel or equipment commences work at the site; all agreements are contingent upon any accidents, weather, acts of nature or delays beyond our control. Contracting Party will consider the job complete after review with Foreman and they agree that no "Punch List" or corrective items are needed.

DESCRIPTION OF THE WORK TO BE PERFORMED:

TWC agrees to perform the specified construction and/or improvement work required under the drawings and specifications for the job as presented to TWC for the purposes of preparing this quotation. Engineering is not provided with this quote. If the contracting party requires the project to be engineered there will be an additional fee.

Based on Drawings supplied by POBH.

1. Tidewater will rebuild slope with Army Corp of Engineers Qualified Rip Rap (1200+- tons)
2. Excavate material as needed to install rip rap, build Headwall (Material to remain on POBH Property)
3. Remove 20' of existing 48" Culvert and construct Concrete Earth Block Headwall at new culvert discharge.
4. Place Geotextile Fabric on soil slope prior to installation of Rip Rap.
5. Estimated Completion Date of 10/15/2023

PRICE AND TERMS: **\$ 139,500.00**

Unless otherwise agreed to in advance, payment of 1/2 of the total amount will be made to the Prep Crew Foreman upon completion of his work and the remainder to Paving Foreman upon completion of job. You will receive an invoice by mail for your records.

Due to Extreme Fluctuations in Oil Prices, Please Call Before Signing to see if this Price is Current.

PERMITS AND LICENSES:

Contractor warrants that it holds the correct licenses to do the work. Contracting Party will obtain all other licenses, permits, locates, surveying, and soils testing.

For an extra charge, Tidewater Contractors can supply a Payment and Performance Bond.

PROMPT SIGNING:

For this contract to be considered the Contracting Party shall sign and return this contract no later than 30 days from date on contract. You the Contracting Party may cancel this transaction prior to midnight of the third business day after signing unless work has already been started. TWC however, reserves the right to cancel or modify this contract at any time prior to signing.

(Please Read the Attached Terms, Conditions and Contractors Construction Lien Notice Information)

TIDEWATER CONTRACTORS, INC.
TITLE: Estimator
SIGN: _____
DATE: _____

CONTRACTING PARTY
TITLE: _____
SIGN: _____
DATE: _____

5-R Excavation and Paving LLC
 P.O. Box 5120
 Brookings, OR 97415
 CCB# 155657
 LCB# 9611
 CSLB# 1052373
 5rexavationandpaving@gmail.com
 541-251-3720

Estimate

Number E443

Date 8/1/2023

Bill To

Port of Brookings
 P.O. Box 848
 Brookings OR. 97415
 541-469-2218

Ship To

Description	Amount
Construct dredging sediment area according to EMC - Engineers/Scientists LLC (Job # 023-2303) specifications.	
Lump Sum Bid	\$142,687.00
AMOUNT PAID	\$0.00
AMOUNT DUE	\$142,687.00
	DISCOUNT
	\$0.00
	SHIPPING COST
	\$0.00
	SUB TOTAL
	\$142,687.00
	TOTAL
	\$142,687.00

**PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between the Port of Brookings Harbor, an Oregon special district ("Port"), and McLennan Excavation, Inc.

Project: FEMA PW-189 – Sediment Basin Construction

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be before November 1, 2023 or the date on which each party has signed this Contract, whichever is later.

The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than November 30, 2023.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in Exhibit 2.

Statement of Work. Contractor shall perform the Work described in Exhibit 2.

Payment for Work. Port agrees to pay Contractor in accordance with Exhibit 2 and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; Owner's request for proposals, including but not limited to any plans and specifications (the "Solicitation"); and Contractor's quote dated July 14, 2023.

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract
2. **Subcontracts.** Port reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions Port may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on Port.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of Port.
4. **Other Contractors.** Port may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any Port employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Port employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 4.
6. **No Third-Party Beneficiaries.** Port and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, Port, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** Port and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** Port in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either Port or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. If Port's termination for breach is determined later to have been wrongful or without justification, then the termination will be considered to have been a termination for convenience.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of Port, Port shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. Port shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that Port may have against Contractor.
 - ii. If terminated under 9(c) by Contractor due to a breach by Port then Port shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

- iii. If terminated under 9(c) or 9(d) by Port due to a breach by Contractor, then Port shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which Port is entitled.

10. Payment of Invoices. Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by Port, whichever is earlier. Port may withhold 5% of each payment as retainage. Retainage will be paid within 30 days of final completion and acceptance by Port.

11. Changes in the Work. Port reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by Port and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. The following terms apply to any Change Order:

a. **Prices.** Every price stated in a Change Order must be inclusive of all costs to complete the work associated with that price.

b. **Costs.** The prices in a Change Order may consist only of the following costs as they relate to the Work required by the Change Order:

i. **Direct Labor Costs.** The labor-related costs may include only (1) the hourly wage (without markup or labor burden) and fringe benefits paid by Contractor to employees, based on actual payroll receipts, and (2) direct contributions for employee-related insurance, including industrial and medical insurance and supplemental pension, FICA, FUTA, and state-unemployment-compensation-act payments. Overtime wages may only be included if preapproved in writing by Port.

ii. **Direct Materials Costs.** The cost for materials may include only the net cost of materials, including freight costs, after applying all applicable discounts or rebates. No lump-sum costs are allowed unless preapproved in writing by Port.

iii. **Construction Equipment Costs.** The cost of equipment rentals must be based on the lower of the local prevailing rate published in the Rental Rate Blue Book by Dataquest (the "Blue Book") or the actual rate paid to unrelated third parties for such equipment, as evidenced by rental receipts. If equipment is required for which there is no rental rate published in the Blue Book, the rate must be approved by Port before renting the equipment. If more than one rate may apply, the lower rate must be used. Any equipment-rental rate or quantity exceeding the local fair-market rental value must be approved in writing by Port. The rate for equipment that is necessarily standing by for use may not exceed 50% of the rate established by the foregoing terms, and the rental charge for any equipment may not exceed 75% of the fair-market purchase price of that equipment. The rental cost may include reasonable mobilization costs only if the equipment is delivered to the worksite solely because of changes in the Work required by a Change Order.

iv. **Insurance or Bond Premium Costs.** The cost of a change in an insurance or bond premium may be only the actual cost of any change in Contractor's liability insurance arising directly from changes in the Work required by a Change Order.

v. **Subcontractor Costs.** The costs of or incurred by any subcontractor in connection with a Change Order will be calculated in accordance with the foregoing terms of this Section 11b. For avoidance of doubt, no costs under this Section 11b may include fees for consultants, attorneys, or claim preparation.

vi. **Fees.** The maximum amount that may be charged for the overhead, profit, or any other cost of Contractor or any subcontractor is as follows, reflected as percentages of the amounts that may be charged in accordance with the foregoing under this Section 11b:

1. Contractor may charge up to 15% of the cost of any materials that it supplies or work that it properly performs using its own forces.
2. Contractor may charge up to 8% of the cost that it directly owes to a subcontractor or supplier for materials supplied or work properly performed by that subcontractor or supplier.
3. Each subcontractor may charge up to 12% of the cost of any materials that it supplies or work that it properly performs using its own forces.
4. Each subcontractor may charge up to 8% of the cost that it owes for materials supplied or work properly performed by its lower-tiered subcontractors or suppliers.
5. The total fee owed to Contractor and all subcontractors, as calculated in accordance with the foregoing, for work performed by all lower-tiered subcontractors that are not in privity of contract with Contractor or a subcontractor may not exceed 25% of the total amount owed to all lower-tiered subcontractors. Additionally, Port will not owe any fee related to the direct settlement of any claim between Contractor and any subcontractor.

If a change in the Work involves both additive and deductive items, the fees charged in accordance with this section will be calculated based on, and then added to, the net difference of the items. If the net difference is negative, no fee will be added to the negative figure. The parties acknowledge that the fees listed in this section are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate Contractor for all effects of changes in the Work; and that the resulting overcompensation of Contractor for these changes compensates Contractor for all changes in the Work for which Contractor believes that the percentage is otherwise insufficient.

12. Inspection and Acceptance of Work. Port shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to Port.

13. Right to Withhold Payments. Port shall have the right to withhold from payments due Contractor such sums as necessary, in Port's sole opinion, to protect Port against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors.

14. Knowledge of Site Conditions. Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify Port in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.

15. Special Care. Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.

16. Port's Right to Stop the Work.

- a. If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, Port may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- b. If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, Port may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
- c. Notwithstanding any other provision, Port's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.

17. Performance of the Work. Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, Port's construction and life safety policies and procedures, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Owner's Design Professional or Port's Representative. Conflicts between manufacturers' directions shall be resolved by Owner's Design Professional or Port's Representative.

18. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

- a. If terminated under 9(c) by Port due to a breach by Contractor, Port may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to Port the amount of the reasonable excess.
- b. In addition to the remedies in Sections 8, 9 and 13 for a breach by Contractor, Port also shall be entitled to any other equitable and legal remedies that are available.
- c. If Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.

19. Claims.

- a. **Time Limits on Claims:** Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
- b. **Continuing Contract Performance:** Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and Port shall continue to make payments in accordance with the Contract Documents.

- c. **Claims for Additional Costs:** If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify Port. The prices in any Claim must conform to the terms of Section 11.
- d. **Claims for Additional Time:** If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

20. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation those set forth in Exhibit 4 to this Agreement, elsewhere in this Agreement and the Contract Documents, and the following:

- a. **ORS 279A.110:** Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that is owned by a service-disabled veteran, or an emerging small business that is certified under ORS 200.055.
- a. **ORS 279C.380:** If the contract price is \$100,000 or more, unless exempted by Port in writing pursuant to Port's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to Port a good and sufficient performance bond, in a form acceptable to Port, in a sum equal to 100% of the Contract Price for the faithful performance of the Contract, and shall execute and deliver to Port a good and sufficient payment bond, in a form acceptable to Port, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
- b. **ORS 279C.505:** Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
- c. **ORS 279C.510:** If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- d. **ORS 279C.515:** If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

e. ORS 279C.520:

- i. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.
 4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - ii. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles Port to terminate this Contract for cause.
 - iii. Contractor shall not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor shall not retaliate against an employee who does so.
 - iv. Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- f. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety

and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.

- ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
 - iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service Port councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special Port boards of directors, and other special Ports and special governmental agencies such as Tri-Met, urban renewal agencies, and port Ports.
 - iv. Tribal Governments.
- g. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.
- To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.
- h. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
- i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- i. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Port. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

j. ORS 279C.800 to 279C.870:

- i. This Contract is /is not subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker that Contractor, any subcontractor, or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon*. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: *The Prevailing Wage Rates for Public Works Projects in Oregon*, dated July 5, 2023, and the *PWR Apprenticeship Rates*, dated July 5, 2023. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHI/PWR/pwr_state.shtml and are hereby incorporated as part of the Contract Documents.
 - ii. This Contract is /is not also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection j(i) of this section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest state prevailing wages can be reviewed as set forth in subsection j(i) of this section. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Multnomah County, Building Construction Type) and are hereby incorporated by reference as part of the Contract Documents. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.
 - iii. Port shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - iv. Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.
- k. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:
- i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).
- l. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
- i. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with Port a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C.570(7), Port shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such subcontractor has filed the certified statements with Port. Port and/or Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.
- m. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.
- n. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 21. Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade.
- 22. Delay.** Contractor shall furnish sufficient staffing, materials, and equipment and work such hours, including night shifts, overtime, and weekend and holiday work, as may be necessary to insure the production of the Work in accordance with the date of Substantial Completion and the approved construction schedule. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or any subcontractor, or by reason of any delay that is within Contractor's reasonable control, fails to meet the approved construction schedule, then Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, all without additional cost to Port. Port will not be liable for any damages or extra costs resulting from any delay in Contractor's work not caused by Port, nor will Port be obligated to grant any extension of the Contract Time for any delay in Contractor's work not caused by Port. All such damages or costs shall be paid by Contractor.
- 23. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delay and without additional cost.
- 24. Access to Records.** Contractor agrees that Port and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 25. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Port's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of ten (10) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

Contractor is responsible for any audit exceptions incurred by itself or its subcontractors.

26. Ownership of Work. All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of Port. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Port a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. Port shall have no rights in any pre-existing work product of Contractor provided to Port by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for Port use only. If this Contract is terminated by either party or by default, Port, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

27. Warranty.

- a. Contractor warrants to Port and Port's Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Port's Design Professional or Port, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Port In addition to Contractor's other obligations under this contract, including but not limited to the Section 27.a above, Contractor shall, for a period of one (1) year after Substantial Completion (the "Correction Period"), correct work that is defective or that does not otherwise conform to the requirements of the Contract Documents.
- c. If, during the Correction Period and after 10 days' notice, Contractor fails to proceed to cure any defective or nonconforming Work, Port may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of Port or Port's Design Professional, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies Port may have.
- d. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of Port. Contractor shall provide Port with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by Port.

28. Indemnification. Contractor shall defend, indemnify, and hold the Port, the State of Oregon, the United States, and its officers, agents, employees, agencies, and members (the "Indemnified Parties"), harmless against all liability, claims, loss, costs, or expenses, including attorney's fees, based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act arising from Contractor's performance of the Work.

In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding anything to the contrary in this Section 28, Contractor is not required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties, but Contractor is required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor, or the fault of Contractor's agents, representatives, or subcontractors.

29. Insurance. Unless otherwise provided below, Contractor shall at all times while this Contract is in place, and for six years following substantial completion of the Work, maintain in force at Contractor's expense, the following insurance coverage:

- a. **Workers' Compensation and Employer's Liability:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractor and all subcontractors shall purchase and maintain employer's liability insurance of at least \$500,000 per accident.
- b. **Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by Port. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. The CGL insurance will also include the following: (1) separation of insured; (2) incidental medical malpractice; and (3) personal injury with employment exclusion deleted. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- c. **Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by Port. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- d. [Reserved.]
- e. **Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to Port a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on ISO Form CG 2010 (11/85) or CG 2037 (07/04) together with CG 2033 (07/04), or their equivalent. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice

from Contractor or its insurer to Port. Each certificate shall also state the relevant deductible or retention level. For commercial general liability and automobile liability coverage, the certificate shall also provide that the Indemnified Parties are additional insureds with respect to Contractor's services provided under this Contract. If requested by Port, Contractor shall also provide complete copies of insurance policies to Port.

- 30. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to Port's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable Port and any other party affected to investigate the matter.
- 31. Waiver.** Waiver of any default under this Contract by Port shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 32. Litigation.** Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall be resolved by litigation in the Circuit Court of Marion County or the U.S. District Court for the District of Oregon.
- 33. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon as they exist at the time of execution of this Contract or any subsequent amendment.
- 34. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 Contract did not contain the particular term or provision held invalid.
- 35. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 36. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 37. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred.
- 38. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 39. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area. Final disposal of any construction generated material must be deposited at a licensed landfill. Contractor shall provide any final location to the Port.
- 40. Equipment Staging.** Contractor will stage all equipment within Port's previously disturbed are, with no new ground disturbance associated with the Project.
- 41. Borrow and Fill.** All borrow or fill must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event.
- 42. Archeological Resources.** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers or archaeological sites, the Contractor must immediately suspend any operations that would affect them and notify the Port.
- 43. Permit Compliance.** Contractor shall comply with all United States Army Corps of Engineers permit terms and conditions, including but not limited to permit number NWP 2022-427 for NWP No. 35 for Maintenance Dredging of Existing Basins.

[Signature page follows]

CONTRACTOR DATA AND SIGNATURE

Business Name: _____
Business Address: _____
Contractor Phone: _____
Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-nonprofit
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 4 and (if applicable) Exhibit 5.

**PORT OF BROOKINGS HARBOR
SIGNATURE**

(This Contract is not binding on Port until signed by the appropriate signing authority)

Signature Title Date

Name (please print)

EXHIBIT 2
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work: Removal of 20 feet of compromised 48" CMP SD Pipe, removal of approximately 800 cubic yards of material and relocating on site, placement of 2' to 4' riprap over fabric and 8" concrete headwall at pipe discharge.
2. The total Contract Price shall be Not to Exceed \$100,000.00.
3. Port shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name: McLennan Excavation, Inc.

Attn: _____

Address: 98109 N. Bank Chetco River Road
Brookings, OR 97415

4. Contractor will invoice Port for the Work as follows:

Invoices shall be submitted to the address below:

Name: Port of Brookings Harbor

Attn: Port Manager

Address: PO Box 848
Brookings, OR 97415

**EXHIBIT 3
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below**

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

- Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

EXHIBIT 4
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
FEDERAL REQUIREMENTS

Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965) Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, A-3 demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor A-4 as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings..

Compliance with the Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Safety. Contractor will not require any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Port. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Recovered Materials

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
 - a. If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
 - b. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Protection Agency guidelines.

Access to Records

1. The Contractor agrees to provide the State of Oregon, the Port, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access, at all reasonable times, to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the Port and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 C.F.R. § 200.216, Contractor shall not procure or obtain or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic Preferences for Procurements. In accordance with 2 C.F.R. § 200.322:

1. As appropriate and to the extent consistent with law, the nonfederal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Other Requirements

1. Contractor will comply with EPA regulatory compliance requirements (40 CFR Part 15).
2. Contractor shall not participate if Contractor has an actual or potential conflict of interest that a public official would have under ORS 224. Contractor shall prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS 244. In addition, Contractor must disclose in a timely manner and in writing to Port, all violations of federal criminal law involving bribery, fraud, or gratuity potentially affecting funds provided by OEM to Port for this Project as provided in 2 CFR 200.113.
3. Contractor shall utilize certified minority-owned and women-owned businesses (MWBs) to the maximum extent possible in the performance of this Agreement.
4. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
5. **Audits.** Contractor shall assist the Port in meeting the following obligations required of the Port by the State of Oregon's Office of Emergency Management ("OEM") to the extent that such obligations concern the Project or funds paid to the Contractor under this Agreement. Contractor's assistance may include complying with the following obligations as though Contractor is the Subrecipient.
 - a. If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and

Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

- i. As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.
- ii. The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Granter name (OEM), program name, federal catalog number (CFDA-97 .036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to Infrastructure Contract 4432-DR-OR between OEM and Port. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.iii. The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.
- iv. The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.
- v. The SUBRECIPIENT shall include these requirements in any subcontracts.

EXHIBIT 5
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

McLennan Excavation, Inc.

By: _____

Name (Printed): _____

Title: _____

Date: _____

PORT OF BROOKINGS - HARBOR PROPOSED DREDGING PLAN 2023

GENERAL NOTES

- EXISTING ELEVATION DATA SHOWN HAS BEEN SUPPLIED BY THE PORT, COMBINED WITH BAC DATA AND USAGE POST DREDGING SURVEYED ELEVATIONS
- INTERPOLATED ELEVATION DATA WAS USED AT SEVERAL LOCATIONS ON THIS DRAWING IN ORDER TO EXTEND BEYOND THE PROPOSED DREDGING BOUNDARY.
- ALL AREAS OF BASIN 1 (NORTH) ARE TO BE DREDGED TO -12.0 FEET MLLW, OR TO OTHER DEPTHS AS DICTATED BY CONDITIONS, WHICH EVER IS SHALLOWER.
- ALL AREAS OF BASIN 2 (SOUTH) ARE TO BE DREDGED TO -12.0 FEET MLLW, OR TO OTHER DEPTHS AS DICTATED BY CONDITIONS, WHICH EVER IS SHALLOWER.
- DISPOSAL PIPE IS SPECIFIED TO BE 10 OR 12 INCH HOPE BOH # 17 OR 21, WITH THE TOTAL OF PIPE SECTIONS TO BE ABOUT 5000 FEET, AND SUBSEQUENT ENGINE HORSEPOWER AND PUMP (CENTRIFUGAL BLURRY) CHARACTERISTICS ARE BASED UPON PRODUCTION RATE CAPACITY OF THE AVAILABLE DREDGE.
- THE SYSTEM IS DESIGNED ASSUMING A 440 HP HYDRAULIC SUCTION DREDGE, SUPPLIED WITH A ROTATING CUTTER-HEAD/LOADER SYSTEM CAPABLE OF PUMPING ABOUT 10-12 FPM, 5000 gpm OF 15%-30% BLURRY AS SPECIFIED BY THE PROJECT MANAGER, PROVIDING AN APPROXIMATED 150 TO 250 cu yd/hr PRODUCTION RATE. UTILIZING THESE RATE ASSUMPTIONS, THIS PROJECT IS EXPECTED TO BE COMPLETED IN ABOUT 90 DAYS, INCLUDING MOBILIZATION/DEMobilIZATION. HORSEPOWER IS SPECIFIED AS THE MOVEMENT OF MASS AGAINST HEAD PER UNIT OF TIME.
- PIPE SECTIONS WITHIN THE MARINA WILL BE SUNKEN BY SEDIMENT ONLY, AND THEREFORE WILL HAVE POTENTIAL TO FLOAT WHEN FILLED ONLY WITH SEAWATER THIS CAN OCCUR DURING PURGING, AND SAFETY PRECAUTIONS TO AVOID COLLISIONS WITH BOATERS MUST BE TAKEN DURING PURGING/PIPE CLEANOUT.
- ANCHORING OF THE PIPE WILL BE COMPLETED AS SPECIFIED BY THE PROJECT ENGINEER/MANAGER TO PREVENT UNCONTROLLED HORIZONTAL DRIFTING OF PIPE SECTIONS IN THE PACIFIC OCEAN.
- ALL ANCHORS WITHIN NAVIGABLE WATERS WILL BE MARKED BY BUOYS AND LIGHTED AS SPECIFIED BY THE PROJECT ENGINEER / MANAGER.
- THE END OF THE PIPE WILL BE MANAGED SO AS TO PROVIDE EVEN LOADING OF DESIGNATED UPLAND DISPOSAL AREA.

DREDGING SPECIFIC NOTES

- THE PURPOSES OF THESE PROPOSED PROJECTS ARE (1) TO DREDGE AN ESTIMATED 120,000 CUBIC YARDS OF SAND, SILT (WITH SOME CLAYS) COBBLES & GRAVELS THAT HAVE BEEN DELIVERED TO THE PORT BASIN FROM UPLAND VIA STORMWATER CUTFALLS, EMBANKMENT EROSION AND TIDAL SHOALING. COBBLES AND GRAVEL HAVE ACCUMULATED BELOW STORMWATER CULVERTS AND ARE A NAVIGATIONAL HAZARD, IMPEDING LIFT AND LAUNCH AT THE PORT BOAT LIFT IN THE PORT BASINS OVERALL SEDIMENTS ELEVATIONS HAVE RISEN TO CREATE SHALLOWINGS AT MANY DOCK SLIPS THREATENING DAMAGE AND SAFETY HAZARD TO COMMERCIAL AND SPORT BOATERS. MAINTENANCE DREDGING IS REQUIRED. (2) TO REMOVE A BROKEN WOOD PILE LOCATED ON DOCK 0 IN BASIN 2, AND REPLACE IT WITH AN EPOXY COATED 12" DIAMETER 60' LONG, HOLLOW (0.5" T) PIPE PILE. THE PILE MUST ANCHOR DOCK 0, AND SO THE BROKEN PILE MUST BE REPLACED.
- REGARDING FISH & WILDLIFE, ESA SPECIES, THIS AREA IS WELL STUDIED. FOR EXAMPLE, A FEW PAGES FROM RECENT ANNEHONAJODOVY BIOLOGICAL OPINION, PUT FORTH DURING THE 2011-2012 PORT OF BROOKINGS HARBOR DREDGE PERMITTING EFFORT, AS WELL AS WITHIN 2018 BO, PROVIDE DETAILED DESCRIPTIONS OF RESOURCES IN AND SURROUNDING THE PORT BASINS.

GENERAL EROSION CONTROL NOTES

- NO UPLAND EARTHWORK WILL BE REQUIRED FOR THIS PROJECT. ACTIONS THAT WILL REQUIRE THE USE OF MATERIALS THAT ARE HAZARDOUS OR TOXIC TO AQUATIC LIFE (SUCH AS MOTOR FUEL, OIL, OR DRILLING FLUID), ARE INCLUDED WITHIN ACTION DESCRIPTION-ROCK-FINES REMOVAL, PILE REPLACEMENT - 9-2022. EROSION, SEDIMENT AND POLLUTION CONTROL PLAN, TO BE CARRIED OUT BY THE PORT OF BROOKINGS-HARBOR.
- THIS PLAN INCLUDES PRACTICES TO MINIMIZE EROSION AND SEDIMENTATION ASSOCIATED WITH ALL ASPECTS OF THE PROJECT (E.G., STAGING AREAS, STOCKPILES, GRADING); TO PREVENT DEBRIS FROM DROPPING OR OTHERWISE ENTERING ANY STREAM OR WATERBODY; AND TO PREVENT AND CONTROL HAZARDOUS MATERIAL SPILLS. DURING ROCK EXTRACTION AND SEDIMENT DREDGING, EROSION CONTROLS WILL BE MONITORED AND MAINTAINED DAILY DURING THE RAINY SEASON AND WEEKLY DURING THE DRY SEASON AS NECESSARY TO ENSURE CONTROLS ARE PROPERLY FUNCTIONING. IF MONITORING SHOWS THAT THE EROSION CONTROLS ARE INEFFECTIVE AT PREVENTING VISIBLE SEDIMENT DISCHARGE, THE PROJECT WILL STOP TO EVALUATE EROSION CONTROL MEASURES.
- REPAIRS, REPLACEMENTS OR THE INSTALLATION OF ADDITIONAL EROSION CONTROL MEASURES WILL BE COMPLETED BEFORE THE PROJECT RESUMES. WHEN APPLICABLE, MAINTENANCE WILL INCLUDE REMOVAL OF SEDIMENT AND DEBRIS FROM EROSION CONTROLS LIKE SILT FENCES OR HAY BALES ONCE IT HAS REACHED ONE-THIRD OF THE EXPOSED HEIGHT OF THE CONTROL. WHENEVER PRACTICAL, NATIVE MATERIALS WILL BE LEFT WHERE THEY ARE FOUND AND IN AREAS TO BE CLEARED, AND VEGETATION CLIPPED AT GROUND LEVEL TO RETAIN ROOT MASSES AND ENCOURAGE REESTABLISHMENT OF NATIVE VEGETATION. THE DESCRIBED SEDIMENT STOCKPILE AREA AND DEWATERING OPERATIONS WILL BE ACCOMPLISHED USING APPLICABLE BMPs (E.G. SEDIMENT FENCING, HAY BALES, TURBIDITY CURTAINS).
- HEAVY EQUIPMENT WILL BE SELECTED AND OPERATED AS NECESSARY TO MINIMIZE ADVERSE EFFECTS ON THE ENVIRONMENT (E.G., MINIMALLY-SIZED, LOW PRESSURE TIRES, MINIMAL HARD TURN PATHS FOR TRACKED VEHICLES, TEMPORARY MATS OR PLATES WITHIN WET AREAS OR SENSITIVE SOILS); AND ALL VEHICLES AND OTHER HEAVY EQUIPMENT WILL BE USED AS FOLLOWS: 1) STORED, FUELED AND MAINTAINED IN A VEHICLE STAGING AREA PLACED 150 FEET OR MORE FROM ANY WATERBODY, OR IN AN ISOLATED HARD ZONE SUCH AS A PAVED PARKING LOT, OR LINED SURFACE OR FLOATING BARGE DECK. 2) INSPECTED DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA FOR OPERATION WITHIN 50 FEET OF ANY WATERBODY. 3) STEAM-CLEANED BEFORE OPERATION BELOW ORDINARY HIGH WATER, AND AS OFTEN AS NECESSARY DURING OPERATION TO REMAIN FREE OF ALL EXTERNAL OIL, GREASE, MUD, SEEDS, ORGANISMS AND OTHER VISIBLE CONTAMINANTS. 4) GENERATORS, GRANERS AND ANY OTHER STATIONARY EQUIPMENT OPERATED WITHIN 150 FEET OF ANY WATERBODY WILL BE MAINTAINED AND PROTECTED AS NECESSARY TO PREVENT LEAKS AND SPILLS FROM ENTERING THE WATER.

INSPECTION AND TESTING NOTES

- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL TESTING, INSPECTIONS, AND SPECIAL INSPECTIONS, AND SPECIAL INSPECTIONS AS REQUIRED BY PROJECT ENGINEER, CURRENT BUILDING CODES, OR JURISDICTIONS HAVING AUTHORITY. ALL TESTING MUST BE COMPLETED AND APPROVED PRIOR TO SUBSEQUENT WORK. ADDITIONAL OR FREQUENT TESTS MAY BE REQUIRED BY AGENCY, BUILDING OFFICIAL OR ENGINEER.
- TESTING MUST BE PERFORMED BY AN APPROVED INDEPENDENT TESTING LABORATORY RETAINED BY THE CONTRACTOR.
- IN ADDITION TO IN-PLACE DENSITY TESTING, THE SUB-GRADE AND BASE ROCK SHALL BE PROOF-ROLLED WITH A LOADED DUMP TRUCK OR HEAVY NON-VIBRATORY ROLLER. SOILS SHALL BE REMOVED AND RE-COMPACTED OR REPLACED WITH APPROVED IMPORTED STRUCTURAL FILL IF THEY DO NOT DEMONSTRATE A FIRM, UNYIELDING CONDITION. BASE ROCK PROOF-ROLL SHALL TAKE PLACE LESS THAN 24 HOURS PRIOR TO PAVING AND SHALL BE WITNESSED BY THE ENGINEER OR GOVERNING AGENCY.
- THE APPROVED INDEPENDENT LABORATORY SHALL PROVIDE CLARIFICATION STAMPED BY AN ENGINEER LICENSED IN THE STATE OF OREGON THAT THE SUB-GRADE IS PREPARED AND ALL ENGINEERED FILLS ARE PLACED IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND DOCUMENTS.
- PROVIDE ENGINEER WITH SPOT ELEVATION VERIFICATION FOR SUB-GRADE AND TOP OF ASSEMBLY PRIOR TO PLACING CONCRETE, ASPHALT, AND/OR OTHER STRUCTURES (WHEN INCLUDED IN THE PROJECT).

DRAWING SCALE NOTE

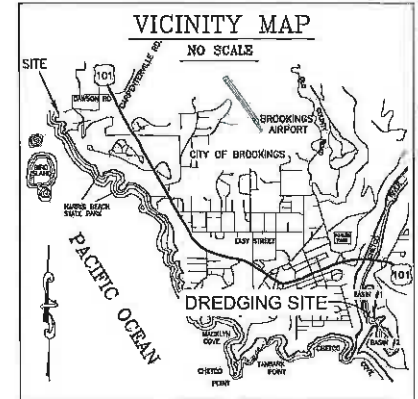
SCALES ARE AS SHOWN WHEN PRINTED AT 22"x34" SIZE. WHEN PRINTED AT 11"x17", SCALES ARE REDUCED BY 50% - 1/2".

HORIZONTAL DATUM

DARWIN COORDINATE REFERENCE SYSTEM (OREGON COAST ZONE) AS DEFINED BY OREGON ADMINISTRATIVE RULES 734-025-2005 (RUL) 734-025-0216. COORDINATES WERE CONVERSION TO THE OREGON REAL-TIME GPS REFERENCE NETWORK (ORRN) REFERENCED TO NAD 83 (2011) EPOCH 2014, INTERNATIONAL FEET, WITH A RELATIVE ACCURACY OF $\pm 0.2m$

VERTICAL DATUM

MEAN LOWER LOW WATER (MOLL) 1983-2001. BENCH MARK UTILIZED FOR THIS SURVEY IS ARMY CORPS OF ENGINEERS BENCH MARK "FUEL 1" ELEVATION: 21.55 FEET



DATE	
BY	
TITLE	
DATE	

EMC
ENGINEERS & ARCHITECTS
INC.
1000 N. W. 10th St.
Portland, OR 97227
(503) 255-1100
www.emcinc.com



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PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
PROPOSED DREDGING PLAN 2023

DRAWN BY: JW
DATE: 19 JUNE 2023
JOB No: 023-2303
SHEET No:
C1.0
COVER SHEET

AGENCY	APPROVED BY	DATE
POWER	COOS-CURRY ELECTRIC	
DOMESTIC WATER	HARBOR WATER DISTRICT	
SANITARY SEWER	HARBOR SANITARY	
STORM DRAINAGE	CURRY COUNTY	
SURVEY	CURRY COUNTY	
ENGINEERING	PORT OF BROOKINGS HARBOR	

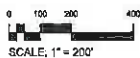
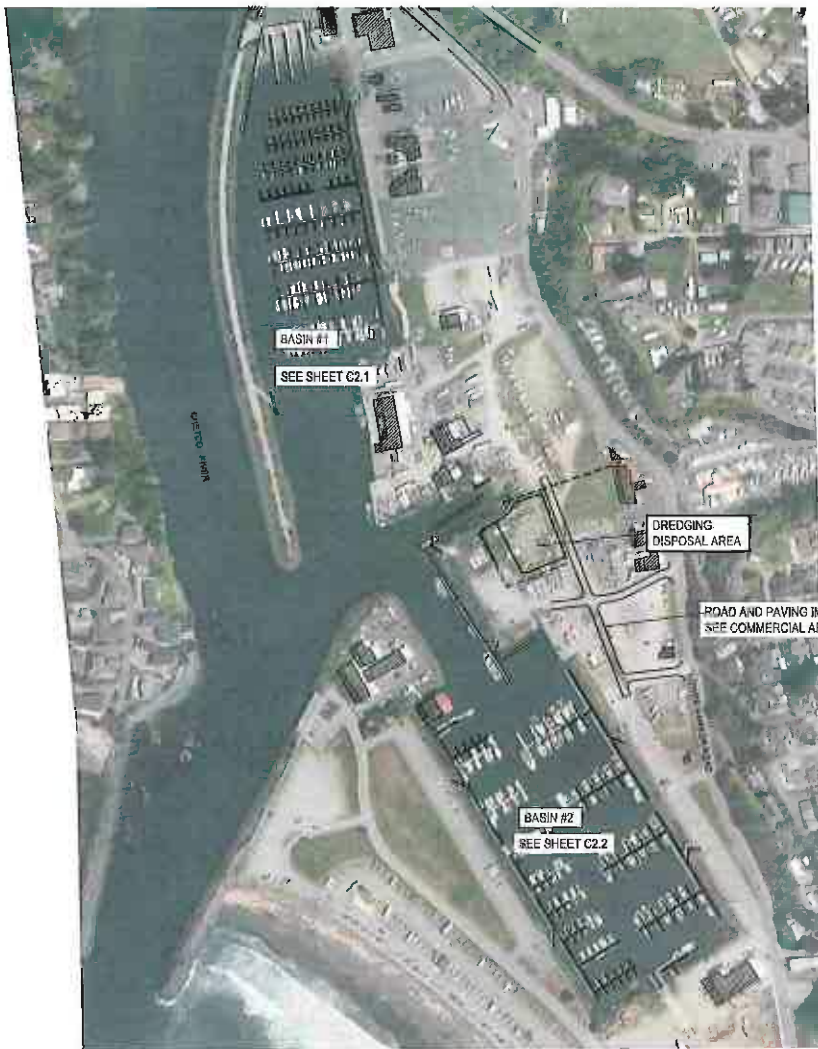
DATE	SET	DESCRIPTION	REVIEW & APPROVED BY ENGINEER
		PRELIMINARY - REVIEW 60% SUBMITTAL	X
06/16/2023	X	PRELIMINARY - REV. REVIEW 60% SUBMITTAL	X
		CONSTRUCTION DOCUMENTS SUBMITTAL SET	
		CONSTRUCTION DOCUMENTS SUBMITTAL SET	
		RECORD DRAWINGS	

SHEET INDEX

- C1.0 COVER SHEET - GENERAL NOTES
- C2.0 EXISTING PORT PLAN
- C2.1 BASIN 1 DREDGING PLAN
- C2.2 BASIN 2 DREDGING PLAN
- C2.3 DREDGING STOCKPILE GRADING PLAN
- C2.4 DREDGING STOCKPILE AREA SECTION
- C3.0 EXISTING CULVERT PIPE PLAN & PROFILE
- C3.2 DREDGING EQUIPMENT & DETAILS

CONSTRUCTION AUTHORIZED TO PROCEED IN ACCORDANCE WITH APPROVED PLANS WHEN ALL PERMITS HAVE BEEN ISSUED AND PRE-CONSTRUCTION MEETING HAS CONCLUDED.

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EXISTING PORT PLAN
PROPOSED DREDGING AREAS

SCALE: 1" = 207' (24x36)



NO.	REVISIONS	DATE

Grants Pass • Jacksonville • Medford, OR
 16330 Lower Harbor Road, Brookings, OR 97415
 Phone: 541.338.2222 • Fax: 541.338.2223
www.emcinc.com
EMC
 - Engineers/Scientists, LLC

PRELIMINARY
REVISED 03/21/2023

PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
PROPOSED DREDGING PLAN 2023

DRAWN BY: JW
 DATE: 19 JUNE 2023
 JOB No: 023-2303
 SHEET No:
C2.0
 EXISTING
 PORT PLAN

101

① DREDGING PLAN - BASIN 1 & ICEHOUSE INLET

SCALE: 1" = 60' (24.38)



SCALE: 1" = 60'

NORTH



VERTICAL DATUM

MEAN LOWER LOW WATER EPOCH 1985-2001.
BENCH MARK UTILIZED FOR THIS SURVEY
US ARMY CORPS OF ENGINEERS
BENCH MARK - TUEL 2
ELEVATION: 21.65 FEET

NOTE:
DREDGING PERMIT FOR AREA SHOWN IS
APPROVED FOR -12' MLLW



NO.	DESCRIPTION	DATE



 Oregon Permit # 2022-000101 - Portland, OR
 License # 000000000000000000 - The City of Brookings
 License # 000000000000000000 - Multnomah County
 Engineers-Scientists, LLC

PRELIMINARY
NOT FOR CONSTRUCTION

PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
PROPOSED DREDGING PLAN 2023

DRAWN BY: JW
DATE: 15 JUNE 2023
JOB No: 023-2303

SHEET No:
C2.1
DREDGING
PLAN

SEE SHEET C22

110

1 STOCKPILE GRADING PLAN
SCALE 1" = 20'

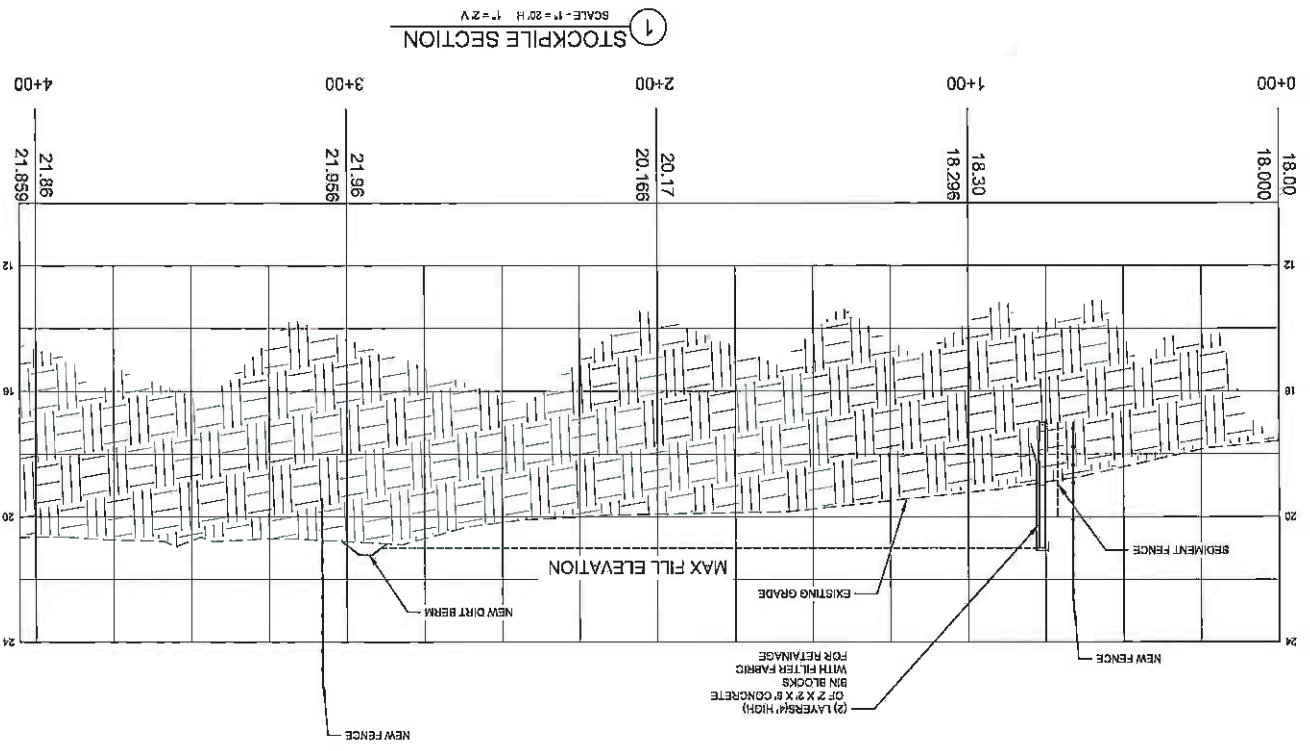


SHEET No. 023-2033
JOB No. 023-2033
DATE 19 JUNE 2023
DRAWN BY: JW

PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
PROPOSED DREDGING PLAN 2023



NO.	REVISIONS



SHEET No. **C2.8**
 STOCKPILE SECTION
 DRAWN BY: JM
 DATE: 19 JUNE 2023
 JOB No. 223-2023

PORT OF BROOKINGS HARBOR
 16330 LOWER HAUICHT PLUM, BROOKINGS, OR 97415
 PROPOSED DREDGING PLAN 2023

DATE EXPIRES: 12/31/2024
 16330 LOWER HAUICHT PLUM

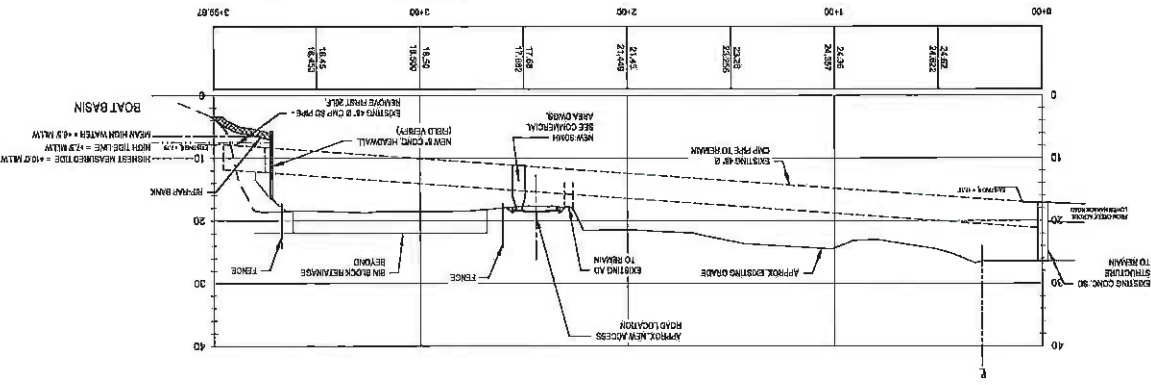


REVISIONS	DATE

②

PROFILE - EXISTING 48" SD LINE

SCALE: H = 1" = 30'
V = 1" = 10'

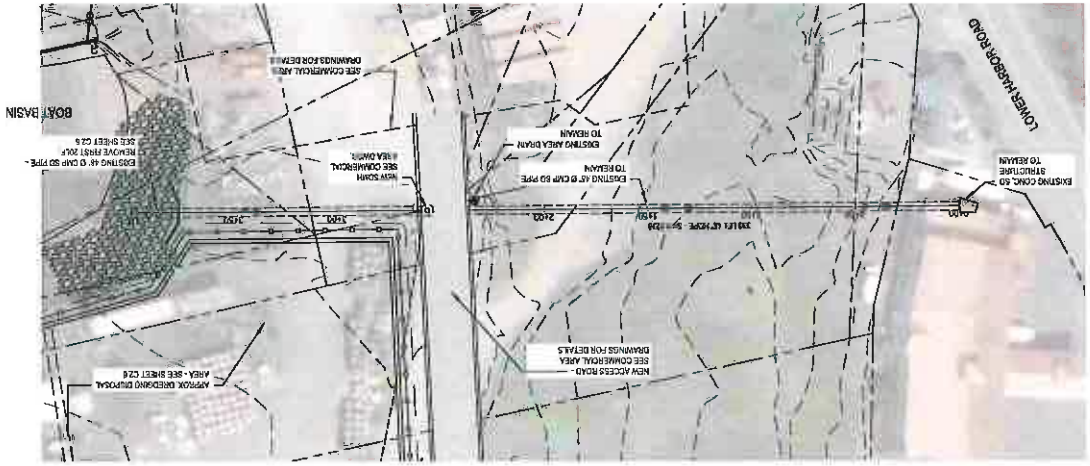


NOTE:
ADDITIONAL UNKNOWN EXISTING 48" SD LINES CONNECTING TO THIS 48" SD PIPE MAY EXIST. IF ADDITIONAL CONNECTED SD LINES ARE DISCOVERED, THESE LINES SHALL BE EVALUATED IN THE FIELD FOR REPAIR/REPLACE/CONNECT ALL FUNCTIONS RELATING CONNECTING SD LINES TO NEW 48" SD PIPE AS REQUIRED. CONSULT ENGINEER FOR FURTHER INFORMATION OF EXISTING SD LINES. AFE/CONTINUED.

①

PLAN - EXISTING 48" SD LINE

SCALE: 1" = 30' (PLAN)



VERTICAL DATUM
REVISION: 24-08-2022
DRAWN BY: JMW
DATE: 19 JUNE 2023
JOB No.: 023-2023



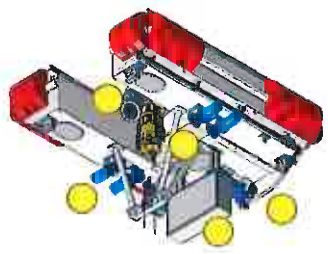
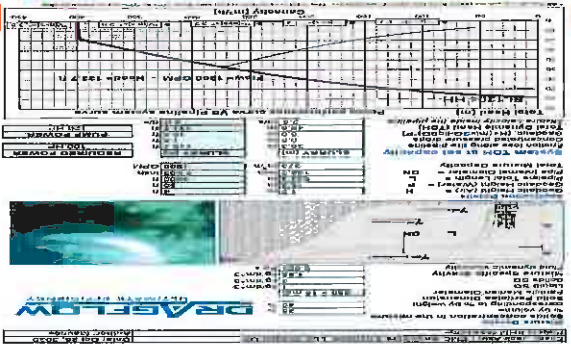
SHEET No. C3.0
SD LINE
PLAN & PROFILE

PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
PROPOSED DREDGING PLAN 2023



EMCI
Engineering, Mechanical, and Construction, Inc.
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Phone: 541-338-2222
Fax: 541-338-2223
www.emci-inc.com

REVISIONS	BY:



- 1. Control Panel
- 2. Dredging pump
- 3. Electric Hoist
- 4. 4 Winches (45 - 110m)
- 5. Jet Ring System for breaking the material to be dredged

DRP - Remote Controlled Dredges

Notes:

- * Production assumes 100% efficiency. The actual production rate and dredging period must be adjusted per project.
- ** Self-compensated coefficient of 1.4 for various concentrations of slurry when using Reason Williams.

Adjusted Flow	Adjusted Pump	Adjusted Hoist	Adjusted Winch	Adjusted Motor	Adjusted Drive
1000	1000	1000	1000	1000	1000
1100	1100	1100	1100	1100	1100
1200	1200	1200	1200	1200	1200
1300	1300	1300	1300	1300	1300
1400	1400	1400	1400	1400	1400
1500	1500	1500	1500	1500	1500
1600	1600	1600	1600	1600	1600
1700	1700	1700	1700	1700	1700
1800	1800	1800	1800	1800	1800
1900	1900	1900	1900	1900	1900
2000	2000	2000	2000	2000	2000

Calculation Sheet Port of Hookings Harbor
by Jack Ash, MS, PE

Station	Depth (ft)	Power (HP)	Flow (GPM)
100	10	100	1000
200	20	200	2000
300	30	300	3000
400	40	400	4000
500	50	500	5000
600	60	600	6000
700	70	700	7000
800	80	800	8000
900	90	900	9000
1000	100	1000	10000

Calculation Sheet Port of Hookings Harbor
by Jack Ash, MS, PE

DRAFLOW S.R.L.
Via Pansa SNC - 46048 ROVERBELLA (MN) Italy
Tel. +39 0376 168 5400

DRP120



Calculation Sheet Port of Hookings Harbor
by Jack Ash, MS, PE

ACTION ITEM – I

DATE: August 16, 2023
RE: FEMA Project PW 189, Purchase of Dredge
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- EMC gave a presentation to the Board April 29, 2021 on electric dredges.
- EMC and Port Staff looked at different types of hydraulic and electric dredges.
- EMC recommended DRP120 for the Port of Brookings Harbor.
- EMC and Port Staff reviewed options for the DRP120 and recommend the additional listed options.
- Port solicited on Oregon Buys for dredge machine to ensure that the solicitation went out for all to see and give quotes.

DOCUMENTS

- Procurement Request, 30 pages
- Letter from Port Engineer, 3 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve the Port Manager to purchase DRP120 with listed options for FEMA Project PW 189 Dredging in the amount of \$415,810.00.



OFFER 598n_23 v2

DRP120 QUOTATION

DRAGFLOW S.R.L.

Via Paesa SNC – 46048
ROVERBELLA (MN) Italy
Tel. +39 0376 168 5400



DRAGFLOW
ULTIMATE EFFICIENCY



To: EMC Engineering & Scientists / Port of Brookings

Dear Sirs,

hereby, we are pleased in submitting to your attention our best quotation for the following equipment:

DRAGFLOW DRP120 DREDGE

- N° 1 Heavy duty Dredging pump model EL1204HH-C
- N° 1 Dragflow Remote Control Dredge DRP120 with A-frame
 - N° 1 Control panel
 - N° 1 Hoist for dredging depth 15m
 - N° 1 Wireless remote control
 - N° 4 winches of 45m of length each
- VFD Upgrade for Main Dredging pump (90kW)
- Winch extension to 110m each (all 4 winches)
- N° 1 Jet ring system for dealing with compacted material (clay/silt)
- N° 1 Automatic Greasing System
- N° 1 GPS + Bathymetry system
- N° 1 Set of five (5) cameras for remote control operation
- N° 1 Electric Power Cable With Floaters – Length 500ft
- N° 1 Set of Recommended Spare Parts
- Extended Warranty Package (24 months after BL date)
- N° 8 Flexible Rubber Dredging Pipe - Length 11,6m – 8”
- N° 24 Floaters for 8” pipe - Length 11,6m – 8”
- Start-up and commissioning supervision with Dragflow Engineer for 15 working days
- Freight Costs to Port of Brookings, Oregon on DAP Terms

DREDGE OPTIONS:

- C5M Paint Cycle for pontoon
- N° 1 Bottom protection for lined ponds
- N° 1 Flexible Rubber Dredging Pipe - Length 11,6m – 6”



Offer N° 598n_23 v2

Verona 07/08/2023

Dragflow versatile electric dredge. Fully wireless remote controlled.

- Designed to fit in 40' containers - ready to use
- 4-Winch System for mooring and positioning
- Allows use of dredging pump model EL1204HH-C and jetting system for increased productivity
- Safer because it doesn't require an operator on board
- High solid content
- Working depth up to 15m

Note:

The solid concentration by weight can vary from 10% to 70% pump capacity due to the kind of material to be pumped, the delivery distance, the working depth, and the static head. You get max production with soft sand and silt both well diluted whilst the efficiency decreases significantly with hard and plastic clay. According to the delivery distance, the static head and working depth, the pump changes the working point on the performance curve and therefore capacity and production. Please refer to the dredging pump data sheet for further information.

DRAGFLOW DRP120 DREDGE	Net Price in USD
<p><u>N° 1 HEAVY DUTY DRAGFLOW ELECTRIC PUMP EL1204HH-C</u></p> <ul style="list-style-type: none"> - For extreme heavy-duty applications, with integrated agitator to mix solids with the liquid creating a higher concentration slurry, while preventing solids from blocking the inlet. - Solid concentration can vary from 5% to 70% by weight of pump capacity due to the kind of material to be pumped, the delivery distance, the working depth, static head, and dredging operation. - Concentration is higher with sand and silt both well diluted while the efficiency decreases significantly with hard and plastic clay. According to the delivery distance, the static head, and working depth, the pump changes the working point on the performance curve and therefore capacity and production (see performance curve). - They are suitable to handle highly abrasive materials thanks to low rotation speed which decreases wear and tear to the parts subjected to abrasion. <p>Technical specifications</p> <ul style="list-style-type: none"> - Voltage: 460 V - Current: 141 A - Weight: 1.250 kg - Cross Section: 35 mm - Delivery diameter: 200 mm <p>Electric motor</p> <ul style="list-style-type: none"> - Phases: 3 / Poles: 4 / Frequency: 60Hz - Motor output: 90 kW (120 HP) - Speed: 1.776 R.P.M. - Motor insulation: Class H <p>Materials</p> <ul style="list-style-type: none"> - Main body: Spheroidal Cast Iron EN-GJS-500-7 - Motor housing: Cast Iron EN-GJL-250 - Wearing parts: High Chrome EN-GJN-HV600 (XCr18) - Main Shaft: High tensile steel 39NiCrMo3 <p>Seals</p> <ul style="list-style-type: none"> - Motor zone: N. 1 mechanical seal - Impeller zone: N° 5 lip seals (3 BUNA + 2 PTFE) + N°1 V-RING (TPU) - Oil type: ISO 320 <p>c/w</p> <ul style="list-style-type: none"> - 20m electric cable 	<p>38.463</p>

120



<p><u>N° 1 DRAGFLOW DRP120 - REMOTE CONTROLLED DREDGE</u></p> <p>Main Features</p> <ul style="list-style-type: none"> - Dragflow versatile electric dredge. Fully wireless remote controlled. - Design to fit in one container 40' - Safer because no humans are needed onto the barge - High solid content - System designed according to European standards - Overall Dredge dimensions (including tripod and stabilizing floaters: 5,3 x 4,3 x 3,1 (L x W x H) m (Overall dimensions could slightly change to properly balance the overall hull) <p>Modular Hull:</p> <ul style="list-style-type: none"> - Composed of N° 2 steel assembled floaters + central steel footbridge - N° 1 A-frame for pump handling with navigation lights - Stabilizing floaters - Built in Italy - Skids under floater for hull protection when low tide <p>Electric Hoist for the Dredging pump</p> <ul style="list-style-type: none"> - Electric Hoist to handle the dredging unit - Working depth up to 15m <p>N° 4 Electric Winches For Moving The Dredge</p> <ul style="list-style-type: none"> - Cable system to anchor the dredge composed of N° 4 electric winches on-board. - The dredge moves by anchoring the winches to the shore or to submerged deadweights and using the remote-control to operate the on-board winches to pull the dredge in the desired direction. - Anchoring devices not included. - Winch Cable Length = 45m each <p>Wireless Remote-Control System</p> <ul style="list-style-type: none"> - Remote control for Pump, Winches and Hoist - Display with Amperage and working depth - Max Distance 400m (Extended Range Antennas available on request) 	<p>109.022</p>
<p><u>VARIABLE FREQUENCY DRIVE UPGRADE FOR THE MAIN DREDGING PUMP</u></p> <ul style="list-style-type: none"> - Starting of main dredging pump through VFD for speed regulation - Includes Ventilation system and Upgraded Control Panel enclosure 	<p>20.676</p>
<p><u>WINCH CABLE EXTENSION TO 110M EACH</u></p> <ul style="list-style-type: none"> - Upgrades all 4 winches to include 110m of cable instead of 45m - Price refers to all 4 winches 	<p>18.796</p>
<p><u>N° 1 JET RING SYSTEM - TO REMOVE STICKY MATERIALS AND CLAY</u></p> <p>High pressure water jet ring system can be used in presence of compact, very dry or clay materials</p> <ul style="list-style-type: none"> - <u>Stainless Steel</u> Horizontal Water Pump – flow capacity 60 m3/h - 6/7 bar - Suction hose with valve and water filter - Delivery hose with floaters - Includes Jet ring frame installed on the main dredging pump 	<p>20.710</p>
<p><u>N° 1 AUTOMATIC GREASING SYSTEM</u></p> <ul style="list-style-type: none"> - Automatic greasing system responsible for greasing the seals and bearings of the dredging pump to extend the lifetime of the component. - Greatly decreases routine maintenance operations 	<p>7.330</p>



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<p><u>N° 1 GPS SYSTEM + BATHYMETRY</u></p> <ul style="list-style-type: none"> - GPS system to provide real time positioning of the dredge. By using the onshore reference station (included), the precision of the system can be further improved. - The bathymetry system is based on single-beam sonar to provide information on sediment depth - The system includes: <ul style="list-style-type: none"> - GPS antenna - Reference station to place on shore - Handheld tablet to see the visual output of the system - Sonar to be mounted on the dredge - Software for the system - Standard precision (free lifetime license): 0.5m 	<p>41.353</p>
<p><u>N° 1 SYSTEM OF MONITORING CAMERAS</u></p> <ul style="list-style-type: none"> - Set of N° 5 cameras located in strategic locations on-board the dredge to monitor operations. - The cameras can be accessed from remote by accessing through Wifi. - Also allows for quick on-field support from manufacturer in case of breakdowns or maintenance of the system. 	<p>6.579</p>
<p><u>N° 1 ELECTRIC POWER CABLE WITH FLOATERS – Length 500ft</u></p> <ul style="list-style-type: none"> - Electrical cable properly selected for applications in contact with water or exposed to the elements - Includes floater set to keep 400ft of the cable floating on the surface. The rest of the cable length will not require floaters. - Type: 4G150 H07RN-F 	<p>31.023</p>
<p><u>N° 1 SET OF RECOMMENDED SPARE PARTS</u></p> <ul style="list-style-type: none"> - Complete set of recommended spare parts for Pump - See attached detailed list 	<p>14.604</p>
<p><u>EXTENDED WARRANTY PACKAGE (24 MONTHS OF WARRANTY AFTER BILL OF LADING DATE)</u></p> <ul style="list-style-type: none"> - This package extends the duration of Dragflow's standard warranty an additional 12 months, providing a total warranty period of 24 months from Bill of Lading date. 	<p>8.915</p>
<p><u>N° 8 FLEXIBLE RUBBER DREDGING PIPE - Length 11,6m – 8”</u> Flexible Discharge Hoses (Vulcanized Flanges Version):</p> <ul style="list-style-type: none"> - Dredging hose suitable to be used with sand, gravel, and other abrasive materials - Nominal Diameter: 200mm/8” - Complete with screw and bolts - Cover: black, smooth, synthetic rubber, resistant to sea water, weathering, and abrasion - Rotating flanges - Sections of Length 11,6m/38ft - Unit Price: 4.511 USD 	<p>36.088</p>
<p><u>SET OF FLOATERS FOR 8” PIPELINE (QTY: 24)</u></p> <ul style="list-style-type: none"> - Circular floater with external ribbed surface to increase the load to the compression resistance - Realized through rotational molding system - Included mounting accessories and belts. - Color: yellow or customized - Suggested number of 3 pieces for each 38ft of pipeline 	<p>9.744</p>

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– Unit Price: 406 USD	
START UP SUPERVISION AND TRAINING WITH DRAGFLOW ENGINEER FOR 15 WORKING DAYS ON SITE: Includes N. 1 Dragflow engineer to visit the site to supervise the start-up operations and to provide practical training to the operators covering the operation, maintenance and troubleshooting guidelines of the system. Travel, food, and lodging costs not included, to be borne by the Buyer.	12.575
Operation and Maintenance manual: Included Packing for containers: Included	INCLUDED
Total Price Ex-Works Roverbella (MN), Italy USD	375.878
Freight Costs to Port of Brookings, Oregon on DAP terms, including N. 2 40ft “Last trip” containers USD	39.932
Total Price on DAP Terms Port of Brookings, Oregon USD	415.810

OPTIONS FOR DRP120 NOT INCLUDED IN THE TOTAL PRICE:	Net Price In USD
C5M PAINTING CYCLE FOR THE DREDGE – Dredge steel components are painted following the C5M paint class of the ISO 12944 – C5M paint system: A high durability coating system for environmental conditions classified as C5 M-very high corrosivity (marine)	8.457
N° 1 BOTTOM PROTECTION FOR DREDGING UNIT – Rubber protection installed on the dredging pump strainer to avoid cutting underlying protective liners in the dredging area	743
N° 1 FLEXIBLE RUBBER DREDGING PIPE - Length 11,6m – 6” Flexible Discharge Hoses (Vulcanized Flanges Version): – Dredging hose suitable to be used with sand, gravel, and other abrasive materials – Nominal Diameter: 150mm/6” – Complete with screw and bolts – Cover: black, smooth, synthetic rubber, resistant to sea water, weathering, and abrasion – Rotating flanges – Sections of Length 11,6m/38ft	3.534

COMMERCIAL CONDITIONS

Quality Plan



Dragflow operates in compliance with ISO9001 Quality Management System.

The quality management system mentioned above will be standard adopted by Dragflow throughout the total duration of the order. Customers are welcome in our workshop during production time.



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Prices

Net and Ex-Works Roverbella (MN), Italy

Delivery time

12 - 14 weeks (To be confirmed at time of order based on current backlog – Additionally, Consider most suppliers are closed for 2 weeks during August)

Payment

- 50% down-payment by bank transfer at order placement
- 50% at advice of goods ready prior to shipment

Or

- 100% through Irrevocable Letter of Credit opened at time of order and payable at sight, confirmed by a first-class European bank

Validity

This quote is valid for 45 days, after this period, Dragflow reserves the right to revise the quotation.

Warranty

Dragflow standard warranty period is 12 months from the invoice date. Except to the extent caused or contributed by Dragflow' own employees or agents, Dragflow will not be responsible for damage in shipment, or during assembly or erection, for any trouble arising for improper use or inadequate maintenance and for any product to which unauthorized revision, addition or alteration have been made. Consumable parts or parts subject to normal wear (such as impeller, agitator, etc.) are excluded from this warranty coverage.

Dragflow will not be responsible for down-time expenses and all business costs and losses resulting from a warrantable failure. There are no other warranties, explicit or implied, or of merchantability or fitness for a particular purpose.

Assistance

Dragflow can supply a supervisor engineer for assistance on assembling and start-up of the equipment.

The cost will be 850 USD per each working day; 400 USD per each travel day. Travel, food, and accommodations not included. To be borne by the Buyer.

Best Regards

DRAGFLOW S.R.L.

web site: www.dragflow.it

Tel: +39 0376 1685400



Thank You!

"We believe in innovation, technology and we are committed to providing professional service to our customers."

www.dragflow.it

EL1204MGHH

Q.S	Q.TY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	F0154859	IMPELLER	\$ 3,964.40	\$ 3,964.40
6	1	F25327	UPPER WEAR PLATE	\$ 1,500.40	\$ 1,500.40
7	1	F25330	LOWER WEAR PLATE	\$ 1,662.10	\$ 1,662.10
9	1	F0155291	WEARING SPACER	\$ 110.00	\$ 110.00
10	1	F20620	AGITATOR	\$ 190.30	\$ 190.30
11	1	F0154152	AGITATOR CONNECTOR	\$ 333.30	\$ 333.30
12	1	F19800V01	AGITATOR NUT	\$ 93.50	\$ 93.50
13	1	F0154153	AGITATOR SPACER	\$ 102.30	\$ 102.30
14	1	A2501027	AGITATOR SCREW	\$ 11.00	\$ 11.00
20	1	F0155296V01	LOWER SEALS FLANGE	\$ 216.70	\$ 216.70
23	1	F0155290_CR	LOWER SHAFT SLEEVE	\$ 467.50	\$ 467.50
50	1	F29361	STRAINER	\$ 877.80	\$ 877.80
60	1	A6503048	SEAL	\$ 69.30	\$ 69.30
61	1	A1502114	SEAL	\$ 19.80	\$ 19.80
62	2	A1009024	SEAL	\$ 166.10	\$ 332.20
76	1	A1507045	MECHANICAL SEAL	\$ 1,600.50	\$ 1,600.50
80	1	A1002085	ROLLER BEARING 90-25	\$ 130.90	\$ 130.90
81	1	A1003010	THRUST BEARING 51217	\$ 129.80	\$ 129.80
82	1	A1001098	BALL BEARING 6217	\$ 129.80	\$ 129.80
83	1	A1001097	BALL BEARING 6217 1RS	\$ 145.20	\$ 145.20
84	1	A1001119	BALL BEARING 6314 2RS C4	\$ 268.40	\$ 268.40
90	2	A1501162VITON	O-RING	\$ 58.30	\$ 116.60
91	1	A1501125VITON	O-RING	\$ 44.00	\$ 44.00
92	1	A1501100VITON	O-RING	\$ 34.10	\$ 34.10
93	1	A1501094VITON	O-RING	\$ 34.10	\$ 34.10
100	2	A1501099VITON	O-RING	\$ 13.20	\$ 26.40
101	1	A1501097VITON	O-RING	\$ 12.10	\$ 12.10
102	1	A1501096VITON	O-RING	\$ 15.40	\$ 15.40
103	1	A1501050VITON	O-RING	\$ 29.70	\$ 29.70
104	1	A1501019VITON	O-RING	\$ 34.10	\$ 34.10
125	1	F0155138	CABLE RUBBER SLEEVE	\$ 78.10	\$ 78.10
126	6	F0155140	STEEL WASHER	\$ 6.60	\$ 39.60
127	5	F0155139	RUBBER WASHER	\$ 4.40	\$ 22.00
130	20	A3004066	POWER CABLE 4G50	\$ 66.00	\$ 1,320.00
131	5	A9031042	RESIN 210G	\$ 63.80	\$ 319.00
172	1	A6504079	PLUG	\$ 11.00	\$ 11.00
180	1	A6503046	SEAL WASHER	\$ 8.80	\$ 8.80
181	5	A6503042	SEAL WASHER	\$ 12.10	\$ 60.50
500	4	A2506043	THREADED GRUB	\$ 1.10	\$ 4.40
600	1	F0155169	LOWER WIRES SPACER	\$ 15.40	\$ 15.40
601	1	F0155168	UPPER WIRES SPACER	\$ 11.00	\$ 11.00
50	4	A5001065	LUG 50D12	\$ 3.30	\$ 13.20

TOTAL	\$ 14,604.70
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PROPOSAL

IMS 5012 HP Versi-Dredge

TO: Port of Brookings Harbor
 PO Box 848
 Brookings, OR 97415

PROPOSAL: 006982-1
DATE: July 28, 2023

ATTN: Mr. Gary Dehlinger

Item	Qty	Part #	Description	Price (USD)	Extended Price (USD)
1	1	5301175	IMS Model 5012 HP Versi-Dredge	\$885,760.00	\$885,760.00
			<i>Standard Features:</i>		
	1		Positioning boom w/ 22 ft. Digging depth		
	1		SolidsMaster®: Hydraulic sand & silt cutterhead w/replaceable teeth		
	1		GIW LCC-M 8x10 Dredge pump constructed of gasite white iron		
	1		375 HP (280 kW) John Deere Tier 3 Marine Diesel Engine, radiator cooled		
	1		Patented Starwheel® Drive self-propulsion system		
	1		Hydraulic windlass cable system		
	1		Hydraulic oil for start-up		
	1		Raycor debris & water fuel filter system		
	6	5201745	Quick Hose: 10 in. x 50 ft. sections of roll flat discharge hose		
	12	5201761	Quick Floats: Saddle type pipe/hose floats		
	1		Enclosed operator's cab with dual folding doors		
	1		Ergonomic operator's chair w/ Integrated joystick controls		
	1		Full back-lit instrumentation		
	1		Lighting system for night time operation		
	1		Close loop video monitor for discharge line		
	1		360 degree spotlight		
	1		Digital depth gauge		
	1		Slurry sample line (electric)		
	1		Air conditioning and heating system		
	1		Sound System: CD Player, Marine Grade Speakers, AM/FM Stereo and USB Port		
	1	5201676	Safety Package: 2 life vests, 1 life ring, 1 Marine Grade First Aid Kit and 1 fire extinguisher.		
	1		Manuals Package: 1 Dredge Operations and Maintenance Manual and 1 Engine Operations Manual		
	1		Anti-Corrosion Package: Salt water coatings, 4 zinc anodes and stainless fasteners		
	1	5102494	Hand tool kit and tool box		
	1		Patented Pump Defender® self-cleaning debris guard for up to 80% downtime reduction		
2			Additional Equipment		
	0	5400999	GPS System: IMS Dredging GPS w/ laptop display	\$52,649.00	\$0.00
	0	5400962	Dredge Navigation Lights	\$8,682.00	\$0.00
	0	N/A	Basic Spares Package: IMS 5012 HP Basic Set of Spare Parts Package	\$54,110.86	\$0.00
3			Freight - FOB Factory, New Richmond, WI USA	not included	not included
4			Warranty / Terms & Conditions	included	included
			1-year IMS standard warranty / terms & conditions (see "Exhibit A-1")		
5			Services		
	1		Initial Start-Up & Training	included	included
			On-site start-up and training for 5 days (includes: airfare, hotel, meals, and rental car)		
Total Dredge & Options FOB Factory, New Richmond, WI USA (Items 1-5)				\$ USD	\$885,760.00

739,870.86
 + FREIGHT

VALIDITY: This proposal is valid for a period of 30 days from the issuing date.

DELIVERY POINT: FOB Factory, New Richmond, WI USA.

PRODUCTION TIME: In stock and available for immediate delivery. Subject to availability. Next unit will be available in 120-150 days from receipt of order.

TERMS: 30% down payment with order by wire transfer with remaining balance due immediately upon notification of readiness to ship from factory.

BANKING INFO: See "Exhibit A-2"

TAXES: Sales tax may apply based on tax laws in your state or where final delivery will occur. If available, please provide exemption certificate(s) at time of order if sales is exempt from sales tax.

FIELD SERVICE: A minimum of 14 days notice is required prior to start up and training, requests made with less than 14 days notice will be charged airfare. Additional field service days required due to site conditions will be billed at current daily rate of \$1,800 USD plus travel expenses (travel expenses include but are not limited to; daily per diem, airfare change fee, hotel and transportation fees). Field service not performed within six months from the date of shipment (Ex-works, New Richmond, WI USA) will be forfeited.

NON-SOLICITATION OF EMPLOYEES: The Customer agrees that they will not, without prior written consent of Ellicott Dredge Technologies, LLC, at any time, either individually or through any company controlled by the Customer and either on your behalf or on behalf of any other person competing or endeavoring to compete with Ellicott Dredge Technologies, LLC, directly or indirectly, solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of Ellicott Dredge Technologies, LLC.

PROJECT INFO: This proposal has been prepared based upon criteria provided by the customer to EDT. The equipment quoted is intended to meet the requirements of the customer supplied specification. If no criteria or incomplete criteria is supplied to EDT by the customer, then this proposal will be based upon published EDT specifications. In either case, actual field results may vary.

Approved by:

Buyer: X _____
Mr. Gary Dehlinger, Port of Brookings Harbor

Date

Seller: X *DuWayne Richert* _____
DuWayne Richert, Regional Sales Manager, Ellicott Dredge Technologies, LLC

7/28/2023

Date



Ellicott Dredge Technologies, LLC
1750 Madison Ave.
New Richmond, WI 54017 USA
Sales Office: Tel: (913) 642-5100 - Fax: (913) 642-5119
Factory: Tel: (715) 246-2888 - Fax: (715) 246-2573
drichert@dredge.com
www.imsdredge.com

1. CONTRACT OF SALE

Any order for Equipment or Services (as defined below) (each, an "Order") is accepted by Seller subject to these terms and conditions of sale (these "Terms") and Purchaser by placing an Order agrees to be bound by these Terms. These Terms shall apply to and govern all sales of dredges or other equipment or goods (collectively, "Equipment") and any provision of training, installation, maintenance and/or repair services (collectively, "Services") by Ellicott Dredge Technologies or its affiliates ("Seller") to any purchaser ("Purchaser") and, unless otherwise expressly stated herein, shall supersede all other previous communications, agreements or contracts, written or verbal, between Purchaser and Seller. Seller's acceptance of, and fulfillment of, any Order is expressly made conditional upon agreement by Purchaser to these Terms and these Terms shall form a part of the contract of sale for any Order. Seller does not accept and hereby expressly rejects all terms and conditions contained in any document issued by Purchaser which claim to supersede, alter or amend these Terms. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an officer of Seller. Notwithstanding anything to the contrary, these terms and conditions shall cover any Order and supersede inconsistent terms in any written contract between Purchaser and Seller unless expressly agreed to otherwise in writing between the Purchaser and Seller.

COMPLETION

Unless otherwise provided in writing, (i) the time for delivery of any Equipment shall be computed from the latest of (a) the date of the Order, (b) the date on which Seller has received from Purchaser any information or drawings which are to be supplied by Purchaser and are necessary to proceed with the manufacture of the Equipment, or (c) receipt of required down payment for an Order and (ii) the due date for the provision of Services shall be computed based on the date on which Seller advises that its engineer will arrive at Purchaser's location. Seller shall not be responsible for delays in delivery or any failure to deliver Equipment or provide Services due to causes beyond its control including without limitation: acts of God, the public enemy or terrorism; mobilization; blockades; embargoes; revolutions; civil commotions; riots; fires; floods; winds; earthquakes; epidemics; quarantine restrictions; explosions; accidents; strikes; slow-downs; lock-outs or other labor difficulties; the acts, laws or regulations of any government or governmental authority; federal, state, local, or foreign regulations, including safety, health and environmental regulations; unusual weather; delays of sub-contractors or suppliers; or inability to obtain shipping facilities, labor, raw materials, supplies, fuel or power. Start-up and training can be done at the job site as long as the U.S. State Department's travel warning is between Levels 1-3. If the travel warning is at a Level 4 ("Do Not Travel") then all training must be done virtually. If a quarantine is mandatory for the Buyer's country, and the travel level is 1-3 then the buyer will need to pay an advance fee of \$1,200 per quarantine day + standard rate for quarantine hotel and meal package prior to the technician's deployment. The Buyer may opt for virtual training. Prior to accepting virtual training, the buyer must sign an authorization form accepting the terms and conditions of virtual training and any operators must take EDT's pre-training safety course and sign off that they have done so. If Buyer elects to utilize in-person training after a quarantine is lifted, EDT agrees to honor the start-up and training for the duration of the warranty. The completion of the Order is expressly subject to compliance with all legal requirements, including but not limited to compliance with laws, regulations and restrictions on international trade, anti-corruption, bribery, import and export control, sanctions, and embargoes.

2. PAYMENTS

Payment terms are 30% with Order, which shall be a non-refundable deposit, and balance of the purchase price due immediately upon Notice of Readiness to Ship or Notice of arrival date of a field engineer or other personnel of Seller (each, a "Readiness Notice"), unless agreed otherwise. Seller will issue the Readiness Notice 1 to 3 weeks prior to actual expected completion to accommodate shipping, departure and payment logistics. If payment of any part of the purchase price of an Order is not made as provided, Seller reserves the right, at its option, to discontinue manufacture of the Equipment or provision of Services until such payment has been made, or to sell the Equipment to another buyer and assign Purchaser the next available unsold Equipment, or to extend the delivery date. Purchaser shall maintain any letters of credit or other guarantee of payment as fully valid until final payment has been made. If payment is not made within 5 calendar days of the date due, Purchaser shall pay Seller an additional sum equal to 1.25% per month of the unpaid purchase price, calculated daily and compounded monthly, until payment is made. All payments shall be made in U.S. dollars. Purchaser shall not withhold payment of any amounts due and payable to Seller by reason of any setoff of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

3. SECURITY INTEREST

When amounts are owed by Purchaser to Seller, Purchaser hereby grants a collateral security interest for the payment of the purchase price of the Equipment and all other amounts owed by Purchaser to Seller. Purchaser hereby grants to Seller a lien on and security interest in and to all of the right, title and interest, to and under the Equipment, wherever located, and whether now existing or hereafter arising, and in all accessories and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the above. The security interest granted under this Section constitutes a purchase money security interest under the Uniform Commercial Code then in force in the State of Maryland and under the laws of such other state(s) as may then have jurisdiction over the Equipment. Purchaser irrevocably authorizes Seller at any time to file financing statements in any filing office in any Uniform Commercial Code jurisdiction which Seller deems appropriate to perfect the security interest granted by Purchaser, all of which costs shall be at Purchaser's expense. Purchaser shall execute any additional documents and take such further actions as Seller may reasonably request to further the creation, attachment and perfection of, and Seller's ability to enforce, Seller's security interest in the Equipment and other collateral granted hereby, in each case

at Purchaser's expense. In the event of a breach of these Terms, the entire balance of the purchase price shall at Seller's option become immediately due and payable, and Seller shall have and may exercise all the rights of a secured party under the Uniform Commercial Code then in force in the State of Maryland or such other state as may then have jurisdiction over the Equipment including, without limitation, the right to repossess the Equipment with or without legal process. The Equipment constitutes "goods," "equipment" and/or "inventory" within the meaning of Uniform Commercial Code, and in no event will the Equipment be considered "consumer goods." If for any reason unencumbered title to the Equipment passes to Purchaser prior to full payment of the purchase price, the Equipment shall automatically be deemed to be furnished upon credit and Seller expressly does not waive any maritime lien or other lien to which Seller is entitled by the issuance of Equipment on credit and/or Seller's acceptance of any note, guarantee or credit of Purchaser or any third party.

4. DELIVERY AND PURCHASE PRICE

Unless otherwise provided in writing by Seller, delivery is to be Ex-works at Seller's plant, New Richmond, Wisconsin U.S.A. Risk of loss within the meaning of the Uniform Commercial Code shall pass to Purchaser at the agreed point of delivery. The purchase price includes ordinary packing for shipment but if special packing is required, Seller is to be reimbursed for the cost thereof. Any freight or insurance costs which may be included in the purchase price are based on rates at the date of the Order and any increase shall be paid by Purchaser. War risk insurance has not been included in the purchase price. If at any time before shipment either party believes War Risk insurance to be necessary or desirable, Seller will place such insurance at the expense of Purchaser. Any Equipment not picked up within 30 days of completion due to Purchaser's delay will be charged a storage/rehandling fee of not less than 1% per month or partial month of the purchase price of the Equipment.

5. WARRANTIES

Ellicott Dredge Technologies (a.k.a. Ellicott Dredge Technologies, LLC or EDT) hereto interchangeably referred to as "EDT" or the "Seller", warrants only that (i) the Equipment manufactured by Seller will conform to the description on the invoice issued by Seller; (ii) Seller will convey good title thereto and such Equipment will be delivered free from any lawful security interest or other lien or encumbrance unknown to Purchaser except Seller's lien and as otherwise expressly provided; and (iii) the Equipment will be free from defects in material and workmanship for a period ending twelve (12) months after date of shipment or 2,000 hrs. whichever comes first (unless otherwise specifically stated in the contract). Warranty includes technical support over the phone and via e-mail for the lifespan of the equipment, even if ownership changes, so long as the dredge is registered with EDT after ownership transfers. With respect to engine(s), Seller passes on to Buyer the standard warranty offered by the engine manufacturer. As to Services, Seller warrants only that Service will be performed in a professional and workmanlike manner. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the Equipment or Services. Any affirmation, representation or warranty made by an agent, employee or representative of Seller which is not expressly set forth in these Terms shall not in any way be enforceable against Seller. This warranty is effective only if the equipment has been installed, maintained, and operated in accordance with EDT's instructions for use and service for which it was designed. This warranty does not extend to any condition arising from neglect, misuse, or abnormal use in any manner; or caused by an accident or force; or from failure to properly maintain or service the product regularly inspect it; or where it has been modified in any way affecting its stability or reliability; or it has been altered or improperly repaired by anyone other than EDT or its designee. Due to widely varying conditions under which EDT products are used or installed, EDT offers no warranty, expressed or implied, as to length of service life of equipment or parts. This warranty does not extend to such wear parts as, but not limited to, seals, slurry pump wet end components, bearings, tires, or any damages caused by any failure of such parts. Neither does this warranty extend to damages from corrosion due to extremes of either high or low pH, or from other chemical or electrolytic reaction caused by contents in waters where the equipment is used.

Any equipment and accessories not manufactured by EDT, which are incorporated into any EDT equipment, are warranted only to the extent of the original manufacturer's warranty or guarantee. As a condition of this warranty, the customer shall, promptly upon its determination of intent to make any claim against EDT, arising under this warranty, so notify EDT, in writing, specifically describing the part alleged to be defective; and further, upon request from EDT, shall ship such part to EDT, prepaid, as directed, for inspection by EDT. EDT may, at its discretion, send an authorized service representative, with transportation and expenses prepaid, to the customer's site to perform such inspection. EDT's sole obligation under this warranty, upon determination that such defectiveness did in fact exist within the period provided, shall be limited to, at EDT's expense, either repairing or replacing such defective part.

EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER REGARDING THE EQUIPMENT OR ANY SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTY (I) OF MERCHANTABILITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

6. LIMITATION ON REMEDIES

Should the Equipment prove defective or if Services provided are not

reasonably satisfactory, Purchaser's exclusive and sole remedy for any claim regarding the Equipment or Services shall be, in Seller's sole discretion, the repair or replacement of Equipment Ex-works Seller's plant, New Richmond, Wisconsin, U.S.A. If Seller is given prompt written notice of any claimed defect within the warranty period and the Equipment is returned to Seller's plant for examination, charges prepaid, or, as to Services, the re-performance of Services. After the issue is remedied, the Buyer has 10 calendar days to pick up their equipment. Any days beyond this grace period will be charged at \$100.00 per day. **IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY WITH RESPECT TO ANY ORDER OR THE SUPPLY OR USE OF ANY EQUIPMENT OR SERVICE EXCEED THE AMOUNT ACTUALLY PAID BY PURCHASER TO SELLER WITH RESPECT TO SUCH EQUIPMENT OR SERVICE.**

7. INDEMNIFICATION; LIMITATION ON LIABILITY

Purchaser shall indemnify and hold Seller harmless from and against, any and all claims, demands, actions and causes of action of any nature whatsoever, and all expenses incident to the defense thereof (including attorneys' fees), for injury to or death of persons and loss of or damage to property arising out of, or in any way connected with, Purchaser's ownership, assembly or use of Equipment, including, without limitation, acts or omissions of Purchaser or its agents, whether or not caused or claimed to have been caused by the breach, negligence, gross negligence, or intentional misconduct of Purchaser. Seller is not liable for any damage to the Equipment which occurs during its shipment, assembly or erection or for accidents, abuse or improper operation of the Equipment. Seller shall be under no obligation after shipment to assemble, erect or test the Equipment. If an Order provides for Services, unless otherwise provided, Seller's sole obligation with respect thereto shall be to provide Purchaser one or more experienced engineer(s), at Seller's expense, who shall become and remain Purchaser's agent(s) for the period during which the Services are provided. Under no circumstances shall Seller be liable to Purchaser or any third party for any acts or omissions of any such engineer(s) while providing Services. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE TERMS, ANY CONTRACT OR THE SALE OR FURNISHING OF ANY EQUIPMENT OR SERVICES TO PURCHASER. SELLER SHALL ONLY BE LIABLE FOR ITS OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. PURCHASER'S SOLE REMEDY FOR ANY LIABILITY OF SELLER OF ANY KIND SHALL BE LIMITED TO THE REMEDY SET FORTH IN SECTION 7 ABOVE. SELLER WILL NOT BE RESPONSIBLE FOR MEETING ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS UNLESS EXPRESSLY AGREED TO BY SELLER IN WRITING. NO ACTION MAY BE BROUGHT FOR ANY ALLEGED BREACH BY SELLER OF THESE TERMS, AN ORDER OR ANY CONTRACT BETWEEN PURCHASER AND SELLER REGARDING AN ORDER (COLLECTIVELY, THE "GOVERNING DOCUMENTS") MORE THAN 1 YEAR AFTER THE PURCHASE OF EQUIPMENT OR RENDERING OF SERVICE OCCURS.**

TAXES

All present and future sales, use, excise and similar taxes imposed by any federal, state, local or foreign government which Seller may be required to pay or collect with respect to the Equipment, the Services or with respect to the sale, transportation, storage, or use of the Equipment or provision of Services shall be for the account of Purchaser.

9. NON-CANCELABLE AND NON-ASSIGNABLE

An Order is not subject to cancellation or revision by Purchaser except with Seller's prior written consent and upon such terms and conditions as are satisfactory to Seller. None of the Governing Documents nor any interest herein or therein is assignable or transferable to a third party without the prior written

consent of Seller. These Terms are for the sole benefit of Seller and Purchaser and there shall be no third party beneficiaries of these Terms. Purchaser shall not assign, transfer, import or export an Order to embargoed or sanctioned countries or in violation of applicable international trade or other laws, regulations or restrictions.

10. PROPRIETARY RIGHTS; CONFIDENTIALITY

Purchaser shall not use, make reference to, publish, copy or otherwise designate, either orally or in writing, any logo, trademark, servicemark or tradename of Seller without the prior written consent of Seller. Any and all models, drawings, sketches, parts and other information supplied by Seller to Purchaser is and shall remain the property of Seller. Sales to the Purchaser do not convey any license, expressly or by implication to manufacture, duplicate, reverse engineer or otherwise copy or reproduce any of the Equipment or any part thereof.

All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Purchaser, shall remain confidential and shall not be disclosed without prior WRITTEN permission from Seller. Seller shall be entitled to injunctive relief, without the need to post bond, for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; or (ii) known to Purchaser at the time of disclosure.

11. WAIVER

Any waiver by either Purchaser or Seller of a breach by the other of any provision of these Terms or any Contract shall not be deemed a waiver of future compliance therewith, and all provisions shall remain in full force and effect.

12. ATTORNEYS' FEES

In the event that any legal action or other proceeding is brought for the enforcement of any Governing Document or these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses (including any fees, costs or expenses incurred to collect fees, costs or expenses). Whether or not suit is filed, Purchaser shall be liable for all attorneys' fees and costs associated with Seller's collection of any delinquent accounts of Purchaser. Any claim for costs, fees or expenses pursuant to these Terms shall survive and shall not merge into any judgment entered with regard to a claim arising out of or relating to any of the Governing Documents.

13. APPLICABLE LAW; JURISDICTION

These Terms and any dispute relating to any Governing Document or these Terms shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A, without regard to its conflicts of law principles. The state and federal courts sitting in Maryland shall have exclusive jurisdiction over any claims or disputes relating to these Terms or any Governing Document. The United Nations Convention on Contracts for the International Sale of Goods shall not govern any of the Governing Documents or the performance thereof or any aspect of any dispute arising from any of the Governing Documents. If any term or provision of these Terms or any provision in a Governing Document shall be found to be invalid, illegal or unenforceable, these Terms and the Governing Document shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Purchaser shall promptly agree upon a substitute for any such term or provision. **PURCHASER AND SELLER KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO ANY OF THE GOVERNING DOCUMENTS OR THE ISSUES RAISED BY THAT DISPUTE.**

Ellicott Dredge Technologies, LLC

1750 Madison Ave. New Richmond, WI 54017 Phone: (913) 642-5100 Fax: (913) 642-5119
www.imsdredge.com www.mudcatdredge.com

IMPORTANT: EDT will never e-mail you and ask that you send the funds to a different account other than what is listed below. EDT encourages you to call your salesperson and review the banking information prior to sending your wire transfer as an added level of security.

DOMESTIC WIRE TRANSFER INSTRUCTIONS:

Bank Name: HSBC BANK USA, NA
452 FIFTH AVE.
New York, NY 10018
Routing #: 021001088
Beneficiary: Ellicott Dredge Technologies, LLC
Account No.: 724002952

FOREIGN WIRE TRANSFER INSTRUCTIONS:

Bank Name: HSBC BANK USA, NA
452 FIFTH AVE.
New York, NY 10018
SWIFT: MRMDUS33
Beneficiary: Ellicott Dredge Technologies, LLC
Account No.: 724002952

ACH INSTRUCTIONS:

Bank Name: HSBC
Buffalo, NY 14203
Routing #: 022000020
Credit to: Ellicott Dredge Technologies, LLC
Account No.: 724002952

MAIL CHECKS TO:

Ellicott Dredge Technologies, LLC
Attn: Accounting Department
1611 Bush Street
Baltimore, MD 21230



IMS Model 5012 HP Versi-Dredge®

OPERATING DIMENSIONS

Length	45 ft. 6 in. (13.9 m)
Width	11 ft. 3 in. (3.4 m)
Height	10 ft 5 in.. (3.2 m)
Weight (less fuel)	30,500 lbs. (13,800 kg)

FLOTATION

Pontoons	Two (2) pontoons, 39 in. x 38 in. x 408 in. (990 mm x 970 mm x 10,370 mm); 10 ga. steel sides, bottom and 1/4" plate tops, internal bulkheads and stiffeners, and painted w/ a marine grade epoxy paint
Displacement	41,500 lbs. (18,800 kg)
Draft	29 in. (790 mm)

WORKING CAPACITY

Cut	108 in. (2,740 mm) wide x 22 in. (559 mm) deep
Working Depth	22 ft. (6.7 m)

ENGINE

Type	John Deere Diesel Model 6090AFM85 6-cylinder 9.0 L 375 HP (280 kw) @ 2,300 rpm
Fuel Capacity	300 gal. (1,135 liters)

HYDRAULIC SYSTEMS

Circuit #1	Slurry Pump 7.6 in ³ /rev. 72 gpm (4.54 liter/sec.) @ 4,500 psi
Circuit #2	Cutterhead, Boom, Winches and STARWHEELS® 7.9 in ³ /rev. load sense 75 gpm (4.73 liter/sec.) @ 2,500 psi
Reservoir	120 gal. (454 liters)
Filtration	1 reservoir mounted return filter with a 10-micron (min.) rating with an indicator and cab warning light. Slurry pump circuit remote charge filter 6-micron (min.) rating with an indicator and cab warning light. Filter with water removal capability are optional.

SOLIDSMaster CUTTERHEAD

Cutterbar Diameter	22 in. (560 mm)
Cutterbar Length	108 in. (2,740 mm)
Drive	Recessed dual hydraulic motor; direct drive with no gear reduction
Speed (variable)	0 to 60 rpm @ 2,500 psi
Torque	23,885 in.-lbs. (2,969 N-m) @ 2,500 psi (peak)
Cutterhead Tip Force	2,171 lbs. (9,657 N)
Cutterhead Teeth	Replaceable hardened steel excavator blades; available with paddlebar for materials that are easily slurried

DREDGE PUMP

Type	GIW cast iron pump
Discharge Diameter	8 in. (203 mm)
Suction Diameter	10 in. (254 mm)
Impeller Diameter	24 in. (610 mm)
Sphere Passage	4 in. (101 mm)
Pump Performance	3,500 gpm (795 m ³ /hr) @ 135 ft. (41.1 m) TDH (water) @ 856 rpm
Speed (variable)	0 to 881 rpm

CONTROLS

Controls	Electronic joystick controls are provided in a climate controlled cab
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PROPULSION

Propulsion	STARWHEEL® Drive Self-Propulsion system; cable drive infrastructure in place (cables & anchor plates sold separately)
Speed (variable)	0 to 15 rpm (STARWHEELS- on surface) 0 to 7 rpm (STARWHEELS-on bottom) 0 to 55 fpm (cable drive)

ELECTRICAL SYSTEM

Voltage	24 volt, negative ground
Alternator Output	200 Amp

CORROSION PROTECTION

Standard Paint	Superstructure and hull are sandblasted and painted with two coats of marine epoxy suitable for saltwater service. Average paint thickness is 12 mils minimum.
Cathodic protection	Standard

AVAILABLE ACCESSORIES

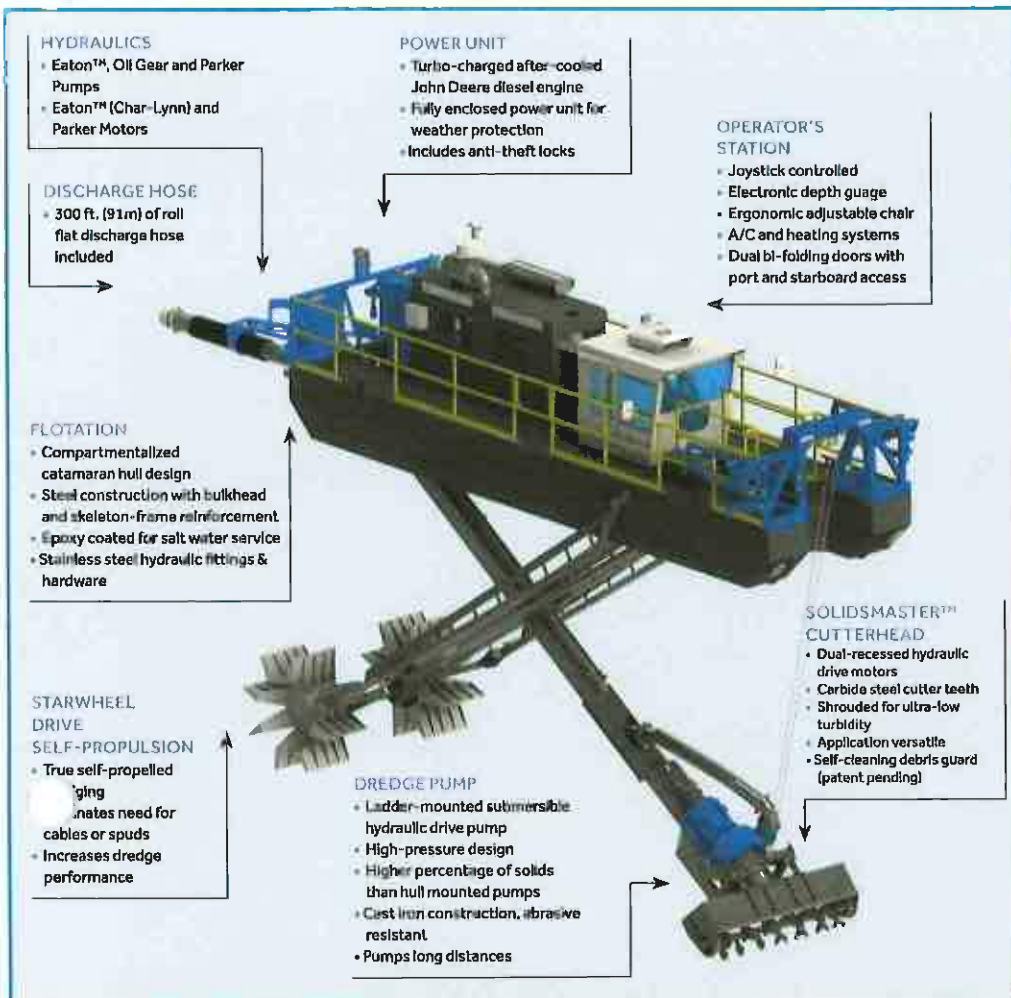
Accessories	Talk with a representative about options and custom features available.
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HOURLY ESTIMATED OPERATING COSTS (\$USD)

Fuel @ \$2.50/gallon	\$39.95
Insurance	2.00
Labor (2 men @ \$16/hr.)	32.00
Maintenance (filters, seats, etc.)	1.20
Accrued Mechanical Overhaul	4.00
Pump & Cutterhead Wear	6.00
Hull Maintenance	3.60
Estimated Hourly Operating Cost	\$86.30

Prices subject to local economics

IMS Model 5012 HP Versi-Dredge®



A Model 5012 HP removes sand from a large marina in California.



All Versi-Dredge® models come standard with joystick controls and oversized gauges for ease of operation.

STANDARD EQUIPMENT

- 300 ft. (91m) of roll flat discharge hose
- 12 saddle type hose floats
- Fully enclosed engine compartment
- Patented Pump Defender® self-cleaning debris guard
- Patented Starwheel Drive® self-propulsion system
- Slurry sample line with toggle switch in cab
- Modern climate-controlled operators' cabin (A/C & Heat)
- Easy to use joystick controls for all dredge functions
- Back up cable drive system for lined ponds, etc.
- Rear back up camera w/ color display in cabin
- Digital depth gauge
- Nighttime operating lights
- 360-degree spotlight with toggle switch in cab
- Marine grade sound system
- Safety package (life ring, first aid kit, life vests, and fire extinguisher)
- Anti-Corrosion package (stainless fittings & hardware)

OPTIONAL EQUIPMENT

- Broadcaster Discharge Attachment
- GPS System (w/sub-meter accuracy)
- Slurry thickness tattle tail
- Additional corrosion protection package
- Pipe, hose, saddle floats
- Navigation lights

FEATURES	BENEFITS
Superior Pump Design	8 in. (203mm) x 10 in. (254mm) hi-chrome pump for continuous abrasive service. Ladder mounted for higher solids than the competition. Pump longer distances without a booster pump. 795m ³ /hr. (1,033 yds ³ /hr) nominal pump capacity & 199m ³ /hr. (260 yds ³ /hr) total solids capacity.
High Solids Pump	Standard pump passes 4 inch (101mm) spherical solids.
Self-Propelled	Includes Patented Starwheel Drive self-propulsion system that allows for maximum maneuverability in lakes, canals, and rivers where setting anchors is not ideal. Patent pending Traction Master technology allows for higher speed paddling on surface that automatically switches to high torque mode when operating on the bottom of the water body for maximum traction control.
Powerful Cutterhead	23,885 in.-lbs. torque with replaceable hard faced carbide steel trencher teeth.
Fully Enclosed Power Unit	Power unit has locking security doors and full shroud to protect from the elements and potential vandalism.
One Truck Transportable	Ships fully assembled and requires no installation of side tanks, spuds, or separate dredge ladder.
Dredging Depth	22 ft. (6.7m) standard dredging depth allows for greater project versatility. Deepest in its class.
Modern Operator's Cab	Spacious, climate controlled operators cabin with electronic over hydraulic joystick controls, rear back up camera w/ color monitor, 360 degree spotlight, digital depth gauge, CANbus system for easy trouble shooting with factory, oversized analog back-lit gauges, sound system, fan, horn, windshield wipers, and dual folding doors for easy access to port and starboard decks.
Pump Defender (Patented)	Standard patented Pump Defender allows for cleaning of the pump inlet after every revolution of the cutterhead to greatly reduce down time in debris rich environments by up to 80%.
Clean Dredge Deck	No obstructions on deck and clear pathways from front to back and port and starboard decks. All components are designed for easy access and maintenance.
Complimentary Flexible Discharge Package	Includes 300 ft. (91m) of heavy duty flexible, roll-flat discharge hose and floats to give the dredge maximum maneuverability when connected to the hard discharge line.
Service and Support	12 month warranty with lifetime phone and e-mail support. Warranty site visits anywhere in the world if problem cannot be solved via phone. Largest field service staff in the transportable dredge industry backed by a dedicated Customer Project Coordinator for rapid communication.



Ph: 913-642-5100 or 866-467-4010 (USA Only)
 Fax: 913-642-5119
 E-mail: versidredge@imsdredge.com



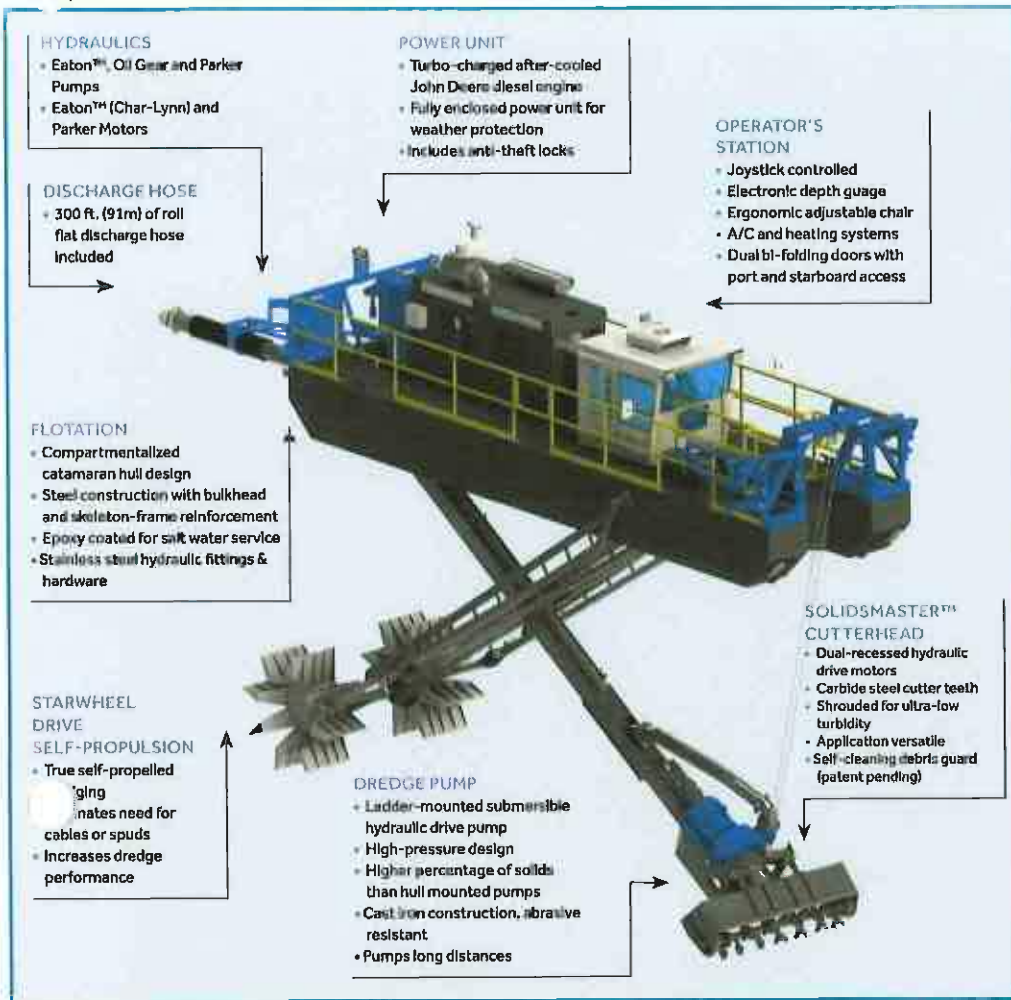
IMS, A Division of EDT



Recipient of the U.S. President's E-Award

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 New Richmond, Wisconsin U.S.A. 54017
 Website: www.imsdredge.com

IMS Model 5012 HP Versi-Dredge®



A Model 5012 HP removes sand from a large marina in California.



All Versi-Dredge® models come standard with joystick controls and oversized gauges for ease of operation.

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- 12 saddle type hose floats
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- Slurry sample line with toggle switch in cab
- Modern climate-controlled operators' cabin (A/C & Heat)
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- Safety package (life ring, first aid kit, life vests, and fire extinguisher)
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IMS Model 5012 HP Versi-Dredge®

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Draft	29 in. (790 mm)

WORKING CAPACITY

Cut	108 in. (2,740 mm) wide x 22 in. (559 mm) deep
Working Depth	22 ft. (6.7 m)

ENGINE

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Reservoir	120 gal. (454 liters)
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ELECTRICAL SYSTEM

Voltage	24 volt, negative ground
Alternator Output	200 Amp

CORROSION PROTECTION

Standard Paint	Superstructure and hull are sandblasted and painted with two coats of marine epoxy suitable for saltwater service. Average paint thickness is 12 mils minimum.
Cathodic protection	Standard

AVAILABLE ACCESSORIES

Accessories	Talk with a representative about options and custom features available.
-------------	---

HOURLY ESTIMATED OPERATING COSTS (\$USD)

Fuel @ \$2.50/gallon	\$39.95
Insurance	2.00
Labor (2 men @ \$16/hr.)	32.00
Maintenance (filters, seats, etc.)	1.20
Accrued Mechanical Overhaul	4.00
Pump & Cutterhead Wear	6.00
Hull Maintenance	3.60
Estimated Hourly Operating Cost	\$88.30

Prices subject to local economics

From: Paul Losee
Sent: Friday, July 21, 2023 12:30 PM
To: jack akin
Subject: Eddy Pump Autonomous 4-Wire Dredge

Hello Jack,

Sorry for the delay in getting this estimate back to you. We can do this with a single pump

The total Budget estimate is **\$1.4M** for the materials and equipment listed below. This package is also based on a 2000ft reach from the pilot house to the dredge and 3 technicians and 2 engineers onsite for 10 days for setup and training.

4-Wire Dredge with 4in Cable Deployed Pump

Description	Qty
Hydraulic 4K Cable Deployed	1
3pc Dredge Floats Set	1
Winches	5
4160V Electric HPU 225HP	1
Hawk RTK	1
5/8" Dyneema Rope Spool 1000ft	4
4 Cameras (1-PTZ, 3-fixed)	1
Lights	1
Hydraulic Hoses	1
Flow Meter	1
Fiber Bundle w/220V AC Power 2000ft	1
6" Pipe Floats	200
3" Power/Fiber Umbilical Floats	200
Hydraulic Water Jetting Pump	1
A-frame Hoist	1
5/8" Wire Rope 150ft	1

Remote Pilot House Control Station

Pilohouse 6ft x 8ft, Forklift Pockets	1
Gramer Chair	1
Control stick	1
2 Monitors	1
HMI	1
Computer	1
PLC Controller	1
Network Switch	1
Switch Interface w/E-stop	1

Dredge Pak	1
AC/Heater	1

Autonomous Floating Dredge, Unmanned
Automated Floating Dredger.
Powered by a 4, 6, 8, 10 or 12-inch EDDY Pump



EDDY Pump Advantages

- Remote Operated, Autonomous Dredge
- Non-Clog High Viscosity, High Specific Gravity, High Abrasives, Low pH Pumping Design
- 40-70% Solids Pumping by Weight
- Ability to pump objects of up to 12-inches in diameter
- 100% American Built
- State-of-the-Art Research and Development Facilities on site
- Easily process rags, string, rocks and foreign objects



Kind regards,

Paul Losee

Sales Engineer | Project Manager



p: [619-258-7020](tel:619-258-7020) x257 d: [619-456-0115](tel:619-456-0115)

paul.losee@eddyump.com | EddyPump.com

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited



Ellicott 360SL
Swinging Dragon[®] Dredge

1611 Bush Street, Baltimore, MD 21230 USA • Main Phone: +1 410 625-0808 • www.dredge.com

TO: Port Of Brookings OR

26-Jun-23

Estimate

ATTN: Jack Akin
EMC

Item	Qty	Part No.	Description	Unit Price	Total Price (USD)
1	1	360SL 5301168	Ellicott "SWINGING DRAGON" Swinging Ladder Dredge per specifications, Ex Works Ellicott factory. Standard Features included with Dredge: 8" suction pipe with fittings 8" discharge pipe 15' digging depth 40 HP cutter module 375 HP John Deere Tier 3 Marine Engine Size 31.5 6-blade cutter Ladder Swing Cylinder Ladder Hoist Cylinder Kicker Spud Cylinder Spud Hoist Winches Heating/Cooling-Roof Mounted Air Conditioner with hot water heater and fan Sound Attenuating Foam Insulated Cab with Tinted Safety Glass Windows and Wipers Individual "Finger-Tip" Operator Control Switches Safety equipment including steel handrails 3 life vests, 2 life rings and 2 fire extinguishers Cutter Selection (Choose): <input type="checkbox"/> 128242 Size 31.5 six-blade plain edge basket cutter <input checked="" type="checkbox"/> 153739 Size 31.5 six-blade replaceable tooth cutter	\$665,000.00	\$665,000.00
2			Outfitting Equipment:		
	1	0008065	Zinc anode welded to hull	1,765.00	\$1,765.00
	1	0008066	8" Discharge Hose	4,149.00	\$4,149.00
	1		Stereo and Speakers	Included	



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26-Jun-23

Estimate

ATTN: Jack Akin
EMC

Item	Qty	Part No.	Description	Unit Price	Total Price (USD)
3			Services (Field Engineering): Technical support for supervision of assembly, start-up, and crew training (including field service travel and living expenses) included for a period of three (3) days. Extra days available at \$2,400 per calendar day plus expenses.		
Total Dredge & Options (items 1 through 3)					\$670,914.00
Estimated Sales Tax (based on your location)					\$0.00
Estimated delivery					\$10,000.00

* Specifications for Ellicott Series 360SL Swinging Dragon® 8-Inch Swinging Ladder Dredge

SALES PROPOSAL SUBJECT TO TERMS AND CONDITIONS STATED ON FORM 920, REV. 10/2021 370/SL ATTACHED.

- VALIDITY:** Sales proposal valid for a period of 30 days from issuing date.
- DELIVERY POINT:** Ex works Baltimore, Maryland or New Richmond, Wisconsin.
- AVAILABILITY:** From stock or up to 4 months if not in stock, subject to prior sale.
- PAYMENT TERMS:** 30% with order; balance payable upon notification of readiness to ship or by confirmed irrevocable Letter of Credit acceptable (L/C) to Ellicott Dredges, LLC. All L/C charges for applicant's account. Any payment not made timely as agreed may affect delivery.
- TAXES:** Sales tax may apply based on tax laws in your state or where final delivery will occur. If available, please provide Exemption Certificate(s) with signed order if this sale is exempt from sales tax.

ACCEPTED THIS _____ DAY OF _____ 2023

ELLICOTT DREDGES, LLC

NAME: _____

TITLE: _____

SIGNATURE
DREDGE NAME:

Steve Miller
Domestic Sales Manager
Tel. (410) 545-0261
Email: smiller@dredge.com

Dredge Name to be advised by Client at Time of Contract

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Ellicott 360SL
Swinging Dragon[®] Dredge

1611 Bush Street, Baltimore, MD 21230 USA • Main Phone: +1 410 625-0808 • www.dredge.com

TO: Port Of Brookings OR

26-Jun-23

Estimate

ATTN: Jack Akin
EMC

Item	Qty	Part No.	Description	Unit Price	Total Price (USD)
------	-----	----------	-------------	------------	-------------------

Wire Transfer Instructions:

Bank Name: HSBC Bank USA, NA
452 Fifth Avenue
New York, NY
Routing No.: 021001088
Beneficiary: Ellicott Dredges, LLC
Account No.: 724002944

ACH Instructions:

HSBC
Buffalo, NY
022000020
Ellicott Dredges, LLC
724002944

Dredge Commissioning & Field Services:

Ellicott's Field Service technicians provide supervision during the assembly for commissioning of our dredging equipment. These technicians will adhere to the rules and safety regulations established by the Customer's job site supervisor(s), all of which should be provided to Ellicott in advance.

Prior to delivery of the equipment, Ellicott will provide an Assembly Checklist specific to the supplied equipment including mechanical and electrical requirements and other pertinent information to promote a safe and efficient assembly, commissioning or repair of the equipment. An Ellicott technician can only be scheduled for services after receipt by Ellicott of the acknowledged and signed Assembly Checklist from the Customer.

The Customer shall supply at its expense (unless otherwise agreed in writing) all labor, material, equipment, tools, cranes, rigging, and facilities as required to perform the physical work of assembling or commissioning the equipment. An Ellicott technician will be available prior for consultation as required before the site visit.

Failure to provide a safe worksite or not having any or all of the necessary equipment, tools, manpower, etc. may result in delays or extra costs which will be the Customer's responsibility. If such omissions extend the time required for assembly, the Customer will be responsible for all extra service days and all out-of-pocket costs incurred by Ellicott including airfare change fees, accommodations and meals, and including customary technician per diem rates.

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Mud Cat™ 100E - Electric Dredge

NOT FEASIBLE



GENERAL

Length (O.A.):	33 ft-10.5 in (10.3 m); exports on flat rack
Width (O.A.):	8 ft-5.5 in (2.57 m)
Height (O.A.):	7 ft-9 in (2.36 m)
Weight:	9,000 lbs. (4,082 kg) dry
Draft:	18 in (0.4 m)

FLOATATION

Pontoons:	Two 30 in diameter x 26 ft (0.8 m diameter x 7.9 m) 10 gauge (3.4 mm) steel
-----------	--

CUTTER ASSEMBLY

Mud Shield:	Semi-enclosed; anti-turbidity
Drive System:	Two (2) low speed, high torque motors; dual seals
Auger Diameter:	10 in (254 mm) without cutter knives 15-1/4 in (387 mm) with cutter knives
Auger Pitch:	9 in (228 mm)
Auger Flighting:	3/4 in (9.5 mm)
Speed:	Fixed at 60 RPM
Cutter Knives:	Detachable heat-treated blades
Auger Torque:	6,000 in-lbs. (680 N-m)

WORKING CAPACITY

Cut:	7 ft-6 in (2.3 m) wide
Operating Depth:	20 ft (6 m)

SLURRY PUMP

Electric driven 100 HP (76 kW) submersible slurry pump with cast iron volute and impeller. Pump is coated with abrasive resistant **Wear-Con Triple-Bead 90 Ceramic Wear-Compound**.

Centrifugal Dual Vane Impeller:	Max solids diameter 3 in (76 mm)
Suction Diameter:	8 in (200 mm)
Discharge Diameter:	8 in (200 mm)
Nominal Pump Performance:	3,000 GPM (680 m ³ /hr) against 75 ft (22.9 m) head Up to 260 yds ³ /hr (200 m ³ /hr) of production at 30% solids content. Results may vary.

PROPULSION

Double sheave hydraulic-driven winch	10 in (254 mm)
Traverse Speed:	0 - 30 FPM (0 - 9.4 m/min) maximum forward & reverse
Average Cutting Speed:	8 - 12 FPM (2.4 - 3.7 m/min)
Wire Rope Diameter:	3/4 in (9.5 mm)

LADDER HOIST

Hydraulic winch with a maximum line pull of 4,000 lbs (17.8 kN) first layer

HYDRAULIC POWER UNIT

15 HP (11.2 kW) electrical-driven hydraulic power unit
30 gallons (113.5 liters) at full mark

Circuit One:	Auger, Travel, and Hoist Winch
--------------	--------------------------------

CONTROL SYSTEM

Wireless Radio Remote Control:	
• Slurry Pump - On / Off / Speed	• Hoist - Up / Off / Down
• Auger - On / Off	• Travel - Fwd / Off / Reverse / Speed

ELECTRICAL SYSTEM

Electrical Requirement:	460 V - 3 Phase - 60 Hz (standard) 380 V - 3 Phase - 50 Hz (optional)
-------------------------	--

RADIO REMOTE SENSE™

EDT has designed the Mud Cat™ product line to allow for remote control of the dredging operation via a portable hand-held transmitter called RADIO REMOTE SENSE™ (RMS). RMS controls the following functions: power on/off, travel direction and speed, slurry pump on/off and speed, auger on/off and dredging depth. The hand-held transmitter may be operated up to 1,000 feet from the dredging unit. Current operating functions of the system will be indicated via a dredge mounted five-color light tree.



BOTTOM SENSE™

EDT's BOTTOM SENSE™ system is designed to protect a pond's subsurface or liner. This feature allows the dredge to automatically raise the auger when the bottom is contacted and lower the auger when the bottom is not present, thereby maximizing production rates while preserving the subsurface integrity by following the bottom contours of the pond.



AUTO SENSE™

This incorporates metal plates that act as stops at the beginning and end of the traverse cable to set distance limits along the dredging area. With AUTO SENSE™ enabled, when the dredge contacts the forward cable stop, it will reverse direction until it contacts the rear cable stop, at which time the dredge will be placed in shut down mode.



SOLIDS SENSE™

If your downstream operation needs a consistent slurry density for maximum productivity, EDT's SOLIDS SENSE™ is your answer. Adding SOLIDS SENSE™ to your dredging process will allow the system to automatically adjust the dredging functions to maintain a constant delivery of desired solids density. SOLIDS SENSE™ utilizes a density meter to monitor the slurry and react to composition changes faster than an operator, thereby increasing system efficiency and maintaining the desired slurry characteristic.



LATERAL SENSE™

When your project requires automated lateral movement, LATERAL SENSE™ is the perfect complement to AUTO SENSE™. In combination with a rail and cable system, this feature allows for the automatic lateral shifting of the dredge after each linear pass. The utilization of AUTO & LATERAL SENSE™ allows the dredge to harvest an entire sediment pond automatically without requiring an operator's assistance.



AUTOMATED REMOTE CONTROL DREDGING

Add as many options as you like and EDT will integrate them into a fully automated remote controlled dredging system. This is achieved through the addition of a shore mounted control station. The NEMA 4 control panel allows the user to operate all on-board functions of the dredge while receiving continuous feedback from the unit's sensors and instrumentations. The shore panel features wireless communication to the on-board PLC, which eliminates the problems associated with hard wired systems. EDT can customize the shore panel control station to your specific project requirements.



NOTE: Specifications subject to change without notice.

Mud Cat™ 100E - Electric Dredge

ELECTRICAL ENCLOSURE

- Reliable radio remote control system
- Houses all electrical components including VFD drive system for slurry pump flow adjustment
- NEMA 4 rated (4x optional)
- Electrical System - 60 Hz or 50 Hz, 3 Phase
- Main power disconnect included

HYDRAULIC POWER UNIT

- Powers the auger, ladder hoist, and travel
- Biodegradable oil available
- Electrical Powered - 60 Hz or 50 Hz, 3 Phase
- 15 HP system

DREDGE TRAVERSE DRIVE

- Reliable heavy-duty hydraulic drive
- True 0-30 FPM speed adjustment
- Forward and reverse

LADDER HOIST

- Reliable heavy duty hydraulic drive
- Filled with 3/8" winch cable for proper wear

HULL

- Heavy duty steel construction with stainless option
- Reliable coatings for years of service
- Structurally sound and not impacted by UV cracking

DREDGE LADDER

- Stainless steel hydraulic lines
- Replaceable discharge pipe independent from ladder structure (available in stainless)
- Independent from slurry drive component

AUGER HEAD

- Recessed dual hydraulic drive
- High torque option available
- Replaceable cutter teeth
- Low turbidity design
- Heavy duty cutter bar
- Carbon steel with stainless steel option

SLURRY PUMP

- Electric Powered - 60 Hz or 50 Hz, 3 Phase
- Off-the-shelf design
- Pump mounted behind auger for high solids pick up
- Low maintenance compared to drive shaft models
- Available in cast iron or high chrome



A Mud Cat MC 100E cleans out a water treatment facility pond in Israel.



A Mud Cat MC 100E works on a channel maintenance project in the state of Washington.

FEATURES	BENEFITS
Cast Iron Pump	Volute and Impeller have longer lifespan than fabricated steel pumps.
Larger Sphere Passage	Less clogging than fabricated steel pumps on competitors' dredges.
Electric Submersible Pump	Requires less maintenance on seals and bearings than pumps powered by long drive shafts.
4-Wheel Liner Protection System	Uses 4 wheels instead of 2, drastically reducing chance of costly poly lagoon liner damage. Pump will never hit or drag on liner like hanging pump units.
Heavy Duty 10 Gauge Steel Hull	Ensures long lifespan, durability, and will not crack like plastic / poly floats which have inherent issues with UV exposure.
Hydraulic Driven Traverse System	Provides full torque and power at all speeds.
Ladder Mounted Cutterhead	Creates even bottom profile instead of dragging through material or creating a swiss cheese effect which calls for re-dredging.
Faster Cutting Speed	System moves at double the speed of other auger remote controlled dredges increasing productivity.
Radio Remote Sense™	Hand-held transmitter may be operated up to 1,000 ft. away. Operating functions indicated by dredge mounted 5-color light tree.
Automated Remote Control Dredging	Mud Cat is the world leader for dredge automation and can integrate a series of functions into a NEMA 4 or 4x control panel.
4-Moving Parts	Less parts equals ease of operation, reduced cost, and less maintenance.
Customization	Available with stainless hull and components, various coatings, low profile design for low bridges, slurry pump options. Special requests are welcome.
Pump Defender (PATENTED)	Standard patented Pump Defender allows for cleaning of the pump inlet after every revolution of the cutterhead to greatly reduce downtime in debris rich environments by up to 80%.



Ph: 913-642-5100 or 866-467-4010 (USA Only)

Fax: 913-642-5119

E-mail: sales@mudcatdredge.com



Mud Cat, A Division of EDT

1750 Madison Avenue
New Richmond, Wisconsin U.S.A. 54017
Website: www.mudcatdredge.com



Port of Brookings Harbor

16330 Lower Harbor Road / PO Box 848
Brookings, Oregon 97415
Phone (541) 469-2218
Fax (541) 359-3999
www.portofbrookingsharbor.com

Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

Solicitation of Proposals for Dredge Machine

The Port of Brookings Harbor is seeking quotes to purchase a dredge model or type to produce approximately 8,000 cubic yards of silt/sand and light aggregate (size 1") per year at a discharge distance of approximately 3,000 feet and approximately 30 feet of elevation. Equipment will be used for marina dredging.

Proposals shall be emailed to gary@portofbrookingsharbor.com.

For questions or clarifications regarding this RFP contact Gary Dehlinger, Project Manager, at 541-373-0280 or email at gary@portofbrookingsharbor.com.

The Port may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the Port, and at no cost to the Port. The Port reserves the right to waive or reject any or all proposals and reserves the right to negotiate with any terms with any selected proposer.

End of solicitation period: August 11, 2023 at 4:00pm PST.



Search

Bid Solicitation



Advanced

Supplier Registration

Sign In

+ Advanced Search

Results

1-2 of 2

Bid Solicitation #	Alternate Id	Contract/Blanket #	Buyer	Description	Bid Opening Date	Bid Holder List	Awarded Vendor(s)
S-R08018-00007801			Gary Dehlinger	Dredge Machine	08/11/2023 16:00:00		
S-12200-00103002			Devon Thorson	Booster Pump for Dredge Support	04/11/2022 17:00:00		

1-2 of 2

hhl

OregonBuys

ORGANIZATION

Organization Port of Brookings-Harbor
 Address PO Box 848
 Brookings, OR 97415

DEPARTMENT

Department R0801801
 Bill-to-Address PO Box 848
 Brookings, OR 97415

Purchaser Gary Dehlinger
 Info Contact Gary@portofbrookingsharbor.com

Ship-to-Address PO Box 848
 Brookings, OR 97415

BID INFORMATION

Description Dredge Machine
 Bulletin Desc. Seeking quotes to purchase a dredge model or type to produce approx. 8,000 cubic yards of silt/sand and light aggregate (size 1") per year at a discharge distance of approx. 3,000 feet and approx. 30 feet of head. Equipment will be used for marina dredging.
 Bid Number S-R08018-00007601
 Bid Type Open Market
 Alternate Id
 Pre-Bid None required.

Bid Opening Date 08/11/2023 4:00 PM
 Type Code
 Fiscal Year 2023
 Available Date 07/21/2023 2:20 PM

AMENDMENTS

ITEMS



Bid Solicitations

[View Mine](#)

- In Progress**
- Ready for Approval
- Returned
- Ready to Send
- Sent
- Ready to Open
- Opened
- Evaluated
- Approved
- Gone to PO
- Closed

Bid Solicitation #	Description	Bid Type Code	Buyer	Dep / Loc	Bid Opening Date
S-RD8918-00007601	Dredge Machine		Gary Dehlinger	RD801801/PUR	08/11/2023 16:00:00

Connecticut: Part of Brookings Harbor | 8/21/2023 10:51 PM PDT

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Grants Pass * Jacksonville * Medford, OR

GP Office: 1867 Williams Hwy., Suite 216, Grants Pass, OR, 97527

Jville Office: 450 Conestoga Dr., Jacksonville, OR, 97530

Ph: 541-474-9434 * Cell: 541-261-9929 * Fax 541-727-5488

emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

7-16-23

Travis Webster, Port Manager
Gary Dehlinger, Project Manager

We (EMC-Engineers/Scientists, LLC) have reviewed the Dragflow 120 dredge, and Port-selected options (see attached cost sheet, entitled Dragflow DRP 150 – DRP 120 Cost Estimates), and concur with Port Staff that this equipment will provide utility to enable the Port to accomplish in-house mooring management in all of its basins.

Pump and Dredge

The selected EL-120 pump motor is a sturdy (as compared with others used for dredging, like BPH, Eddy and TOYO pumps), After considering economic value, equipment design, horsepower, maneuverability, etc., we recommended in 2021 (see IN-HOUSE DREDGING: FEASIBILITY STUDY, by Jack Akin, MS, PE, IC, HMS, AI, 5/13/21) that the Port consider this in-house, small dredge system, utilizing the DragFlow DPR-120 remote controlled dredge, rigged with the EL 1204HH C Model pump system. After the pump was selected by the Port for further review, we reviewed the pump curve and assured that adequate slurry flow velocity (9.5 fps) could be maintained at the maximum distance (2100 ft.), and that the pump should be expected to endure the silt/sand/clay mix characteristic of the Port basin mudline. The free-hanging mechanism from the mounted A-frame, sized by the manufacturer, allows the flex-pipe, pump and ring to deflect from unyielding materials (e.g. debris, rock, hard clays), or in-basin tidal surges, avoiding damage to the pump and its assembly. The suspended pump will also help the pump to operate in slightly choppy waters. Subsequently, this pump should not be expected to dredge these unyielding materials.

Options

Looking at the options selected, we have the following comments.

The winch upgrade extends the cable reach and, given Port basin dimensions, is essential to allow the Port to dredge adequately large areas per setup. The Port elected to not select the excavators, because the difficulties anticipated by debris encountered are not, in the Port Staff's opinion, outweighed by the advantages gained (removing hard clays and rock). We concur with this decision. The jet ring is needed to loosen basin sediments for dredge pickup. The auto-grease, painting cycle and extended warranty are prudent options, given the fairly corrosive environment, and relative small number of and busy personnel at the Port. The cable with floats are so integral to operations it is not clear why this item is included as an option...it is absolutely necessary.



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emc@emcengineersscientists.com; <http://www.emcengineersscientists.com>

- Engineers/Scientists, LLC

The options of the five cameras are, in our opinion, important for remote navigation, and for the documentation necessary in the highly regulated environment in which the Port finds itself. Flex pipe is needed for the suction line and linkage to the tailpipe.

It is agreed that bottom protection, designed for working in lined ponds, is not a useful option for Port basin operations. The lengths of flex pipe required can be estimated, but finally determined only by on-site operation. The spare parts package almost always is selected for multi-component equipment, with the primary advantage of enabling rapid, on-site repairs during seasons of operation. The extended training option is no doubt a good option to exercise, considering the unique nature of this dredging system.

Alternative Analyses

In the above-cited Feasibility Study equipment provided by BPH, Eddy, DragFlow and TOYO Pumps were analyzed and compared. BPH partners with a wide range of pump manufacturers, designed for fluid, high pressure, chemical, sanitary, submersible slurry and other applications. Toyo produces submersible slurry pumps as well. However, among all these manufacturers, we found no fully integrated dredging systems capable of positional, area-wide operations. Eddy offered larger systems, as of the date of the 2021 Study, but sales representatives interviewed did not convey the existence of a smaller (mini) dredge system. However, it was found via recent inquiry that Eddy Pumps do offer a mini-dredge. It is not a standard item, but is "made-to-order". Informal proposals made by Eddy estimated the production of equipment with similar dimensions, production rates, pump size, with similar pump curves to those of the Dragflow would cost two to three times that of the Dragflow 120. Further, in our opinion and experience, custom equipment brings with it unforeseen risks of breakdowns, accelerated depreciation, repair and maintenance difficulties. It is likely that there are many dredge manufacturers today very capable of custom constructions, but maintenance and operations history are lacking, and costs for custom equipment is nearly always much more expensive than standardized equipment.

Since the afore-mentioned Study is over three years old, we updated our review to add Piranha Pumps, DAE, LWT and Mudcat dredges. We found the Piranha, DAE and LWT dredges to be undersized. The Mudcat dredge types offer ladder-type pump and cutter-head assemblies too rigid for Port dredging operations.

In our opinion therefore, for the reasons cited above, the Dragflow dredge may be categorized as a "Sole Source", with respect to the special needs and budget for this dredging project (DR 189). However, even if the Dragflow dredge could not be categorized as a "Sole Source", we would, for the same reasons, not recommend that the Port consider any of the alternative systems or composites reviewed above.



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- Engineers/Scientists, LLC

Conclusion

The DragFlow DPR-120 remote controlled dredge, rigged with the EL 1204HH C Model pump system seems well suited to Port objectives to develop an in-house, affordable dredging program to complete the scope of work as described within DR-189, providing for a relatively minimal maintenance program that comes with smaller dredging equipment. While experimental in the sense that this relatively new category of dredges have not yet operated in the US to any great degree, the mechanisms (pump engine, jet ring, dredge body, winches, swing anchors, navigational system) are prolific and well-understood, and we have located a number of US-based service providers that are familiar with Dragflow equipment. Given the considerable experience with much more complex and larger dredges held by Port management, we think this dredge choice will benefit the Port for years to come.

Sincerely

Jack (John) Akin, MS, PE, IC, HMS, CAI
EMC-Engineers/Scientists, LLC



RENEWAL: 12/31/23

ACTION ITEM – J

DATE: June 21, 2023
RE: Billeter Marine Contract
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- The large amount of sediment deposited by the County culvert has restricted the haul out schedule to a 1 to 3 hour wait time, roughly around high tide only.
- FEMA Award will pay for removal and be a part of FEMA Dredging Scope of Work.
- Port Council has reviewed contract.

DOCUMENTS

- Contract for Billeter Marine, 20 pages

COMMISSIONERS ACTION

- Recommended Motion:
Motion to approve contract for Billeter Marine to perform clam shell dredging at boat yard area, and contract not to exceed \$100,000.

**PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT**

This Contract is between the Port of Brookings Harbor, an Oregon special district ("Port"), and Billeter Marine LLC, an Oregon limited liability company

Project: FEMA PW-189 - Clam Dredging Travel Lift Ramp Area

The parties agree as follows:

Date of Commencement and Substantial Completion. The date of commencement of the Work shall be October 15, 2023 or the date on which each party has signed this Contract, whichever is later.

The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the entire Work no later than March 15, 2024.

Contractor's Agreement to Perform Work. Contractor agrees to perform the Work described in Exhibit 2.

Statement of Work. Contractor shall perform the Work described in Exhibit 2.

Payment for Work. Port agrees to pay Contractor in accordance with Exhibit 2 and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; Owner's request for proposals, including but not limited to any plans and specifications (the "Solicitation"); and Contractor's quote dated May 25, 2023, excluding the terms under the headings "Notes" and "Payment Terms."

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract
2. **Subcontracts.** Port reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in a Change Order. In addition to any other provisions Port may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on Port.
3. **Assignment.** This Contract is not assignable by Contractor, either whole or in part, unless Contractor has obtained the prior written consent of Port.
4. **Other Contractors.** Port may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any Port employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Port employees.
5. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 4.
6. **No Third-Party Beneficiaries.** Port and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Nonperformance.** In the event of nonperformance under this Contract, Port, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the Work not performed, and it is agreed that the difference in cost, if any, for said Work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform Work as specified and scheduled.
9. **Early Termination.** This Contract may be terminated as follows:
 - a. **Termination by Mutual Agreement:** Port and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination for Convenience:** Port in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. **Termination for Breach:** Either Port or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. If Port's termination for breach is determined later to have been wrongful or without justification, then the termination will be considered to have been a termination for convenience.
 - d. **Termination for Failure to Maintain Qualifications:** Notwithstanding Section 9(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination:** Upon termination pursuant to Section 9, payment shall be made as follows:
 - i. If terminated under 9(a) or 9(b) for the convenience of Port, Port shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. Port shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that Port may have against Contractor.
 - ii. If terminated under 9(c) by Contractor due to a breach by Port then Port shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

- iii. If terminated under 9(c) or 9(d) by Port due to a breach by Contractor, then Port shall pay Contractor for Work performed prior to the termination date, provided such Work was performed in accordance with the Contract, less any setoff to which Port is entitled.

10. Payment of Invoices. Unless otherwise provided in Exhibit 2, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by Port, whichever is earlier. ~~Port may withhold 5% of each payment as retainage. Retainage will be paid within 30 days of final completion and acceptance by Port.~~

11. Changes in the Work. Port reserves the right to adjust the scope of the Work by written Change Order. No Change Order will be effective unless approved in writing by Port and signed by Contractor. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. The following terms apply to any Change Order:

a. **Prices.** Every price stated in a Change Order must be inclusive of all costs to complete the work associated with that price.

b. **Costs.** The prices in a Change Order may consist only of the following costs as they relate to the Work required by the Change Order:

- i. **Direct Labor Costs.** The labor-related costs may include only (1) the hourly wage (without markup or labor burden) and fringe benefits paid by Contractor to employees, based on actual payroll receipts, and (2) direct contributions for employee-related insurance, including industrial and medical insurance and supplemental pension, FICA, FUTA, and state-unemployment-compensation-act payments. Overtime wages may only be included if preapproved in writing by Port.
- ii. **Direct Materials Costs.** The cost for materials may include only the net cost of materials, including freight costs, after applying all applicable discounts or rebates. No lump-sum costs are allowed unless preapproved in writing by Port.
- iii. **Construction Equipment Costs.** The cost of equipment rentals must be based on the lower of the local prevailing rate published in the Rental Rate Blue Book by Dataquest (the "Blue Book") or the actual rate paid to unrelated third parties for such equipment, as evidenced by rental receipts. If equipment is required for which there is no rental rate published in the Blue Book, the rate must be approved by Port before renting the equipment. If more than one rate may apply, the lower rate must be used. Any equipment-rental rate or quantity exceeding the local fair-market rental value must be approved in writing by Port. The rate for equipment that is necessarily standing by for use may not exceed 50% of the rate established by the foregoing terms, and the rental charge for any equipment may not exceed 75% of the fair-market purchase price of that equipment. The rental cost may include reasonable mobilization costs only if the equipment is delivered to the worksite solely because of changes in the Work required by a Change Order.
- iv. **Insurance or Bond Premium Costs.** The cost of a change in an insurance or bond premium may be only the actual cost of any change in Contractor's liability insurance arising directly from changes in the Work required by a Change Order.
- v. **Subcontractor Costs.** The costs of or incurred by any subcontractor in connection with a Change Order will be calculated in accordance with the foregoing terms of this Section 11b. For avoidance of doubt, no costs under this Section 11b may include fees for consultants, attorneys, or claim preparation.

- vi. **Fees.** The maximum amount that may be charged for the overhead, profit, or any other cost of Contractor or any subcontractor is as follows, reflected as percentages of the amounts that may be charged in accordance with the foregoing under this Section 11b:

1. Contractor may charge up to 15% of the cost of any materials that it supplies or work that it properly performs using its own forces.
2. Contractor may charge up to 8% of the cost that it directly owes to a subcontractor or supplier for materials supplied or work properly performed by that subcontractor or supplier.
3. Each subcontractor may charge up to 12% of the cost of any materials that it supplies or work that it properly performs using its own forces.
4. Each subcontractor may charge up to 8% of the cost that it owes for materials supplied or work properly performed by its lower-tiered subcontractors or suppliers.
5. The total fee owed to Contractor and all subcontractors, as calculated in accordance with the foregoing, for work performed by all lower-tiered subcontractors that are not in privity of contract with Contractor or a subcontractor may not exceed 25% of the total amount owed to all lower-tiered subcontractors. Additionally, Port will not owe any fee related to the direct settlement of any claim between Contractor and any subcontractor.

If a change in the Work involves both additive and deductive items, the fees charged in accordance with this section will be calculated based on, and then added to, the net difference of the items. If the net difference is negative, no fee will be added to the negative figure. The parties acknowledge that the fees listed in this section are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate Contractor for all effects of changes in the Work; and that the resulting overcompensation of Contractor for these changes compensates Contractor for all changes in the Work for which Contractor believes that the percentage is otherwise insufficient.

12. Inspection and Acceptance of Work. Port shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to Port.

13. Right to Withhold Payments. Port shall have the right to withhold from payments due Contractor such sums as necessary, in Port's sole opinion, to protect Port against any loss, damage, or claim that may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors.

14. Knowledge of Site Conditions. Contractor shall, as a condition precedent to commencement of the Work (a) become familiar with the Project site and review all analyses, studies, and test data available to Contractor concerning the conditions of the Project site, (b) inspect the location of the Work and satisfy itself as to the condition thereof, including all structural, surface, and observed subsurface conditions, and (c) determine (i) that the Contract Sum is just and reasonable compensation for all the Work, including all foreseen and foreseeable construction risks, hazards, and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any adjacent structure. Contractor will notify Port in writing in advance of commencement of the Work if it determines that it cannot satisfy these conditions.

- 15. Special Care.** Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 16. Port's Right to Stop the Work.**
- If Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, Port may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
 - If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, Port may suspend the Work by giving written notice to Contractor. In such event, the Contract Time shall be adjusted accordingly, and the Contract Sum shall be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension.
 - Notwithstanding any other provision, Port's authorized representative may, in his or her complete discretion, stop all of the Work, or any portion of the Work, if the Work creates a safety hazard or if a life/safety threat exists to the facility or its occupants. Any cost to correct deficiencies in Contractor's Work will be borne solely by Contractor.
- 17. Performance of the Work.** Contractor shall supervise, coordinate, and perform the Work in accordance with the Contract Documents in a professional, safe, and workmanlike manner and in accordance with all laws, codes, and professional standards applicable to the industries and trades involved, including without limitation compliance with all applicable federal, state, and local building codes, Port's construction and life safety policies and procedures, certification requirements applicable to the Work, and other policies or standards incorporated or referenced in the Contract Documents. Unless otherwise noted or directed, Contractor will perform all Work in accordance with product manufacturers' recommendations or directions for best results. No preparatory step or installation procedure may be omitted unless specifically authorized by the Contract Documents or at the direction of Owner's Design Professional or Port's Representative. Conflicts between manufacturers' directions shall be resolved by Owner's Design Professional or Port's Representative.
- 18. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- If terminated under 9(c) by Port due to a breach by Contractor, Port may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to Port the amount of the reasonable excess.
 - In addition to the remedies in Sections 8, 9 and 13 for a breach by Contractor, Port also shall be entitled to any other equitable and legal remedies that are available.
 - If Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which Contractor has completed the Work.
- 19. Claims.**
- Time Limits on Claims:** Claims by either party must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made in writing to the other party, and must identify the known bases for each Claim and the nature and amount of the relief sought. Failure to timely file a written claim constitutes a waiver of the claim.
 - Continuing Contract Performance:** Pending final resolution of a Claim except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and Port shall continue to make payments in accordance with the Contract Documents.
 - Claims for Additional Costs:** If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify Port. The prices in any Claim must conform to the terms of Section 11.
 - Claims for Additional Time:** If Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- 20. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation those set forth in Exhibit 4 to this Agreement, elsewhere in this Agreement and the Contract Documents, and the following:
- ORS 279A.110:** Contractor certifies that Contractor has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that is owned by a service-disabled veteran, or an emerging small business that is certified under ORS 200.055.
 - ORS 279C.380:** If the contract price is \$100,000 or more, unless exempted by Port in writing pursuant to Port's Public Contracting Rules, prior to starting Work under this Contract, Contractor shall execute and deliver to Port a good and sufficient performance bond, in a form acceptable to Port, in a sum equal to 100% of the Contract Price for the faithful performance of the Contract, and shall execute and deliver to Port a good and sufficient payment bond, in a form acceptable to Port, in a sum equal to 100% of the Contract Price solely for the protection of claimants under ORS 279C.600.
 - ORS 279C.505:** Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug-testing program is in place.
 - ORS 279C.510:** If this Contract includes demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - ORS 279C.515:** If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims.

Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.

f. ORS 279C.520:

- i. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.
 4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - ii. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles Port to terminate this Contract for cause.
 - iii. Contractor shall not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor shall not retaliate against an employee who does so.
 - iv. Contractor shall and shall require its subcontractors to give notice to their employees who work under this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- g. ORS 279C.525: State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
- i. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupation Safety and Health Administration, Department of Transportation, Federal Highway Administration, Water Resources Council.
 - ii. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, Department of Water Resources.
 - iii. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service Port councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special Port boards of directors, and other special Ports and special governmental agencies such as Tri-Met, urban renewal agencies, and port Ports.
 - iv. Tribal Governments.
- h. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.
- To the extent any of Contractor's employees are covered by the Oregon employment laws, Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.
- i. ORS 279C.545: Workers employed by Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with Contractor within 90 days from the completion of the Contract, providing Contractor has:
 - i. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed on the work, and
 - ii. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
 - j. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to Contractor by Port. Contractor shall also include in each subcontract a clause that states that if Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.

k. ORS 279C.800 to 279C.870:

- i. This Contract is /is not subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker that Contractor, any subcontractor, or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon*. The prevailing wage rates for public works contracts in Oregon are contained in the following publications: *The Prevailing Wage Rates for Public Works Projects in Oregon*, dated July 5, 2023, and the *PWR Apprenticeship Rates*, dated July 5, 2023. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHI/PWR/pwr_state.shtml and are hereby incorporated as part of the Contract Documents.
 - ii. This Contract is /is not also subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding subsection j(i) of this section, if this Contract is subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest state prevailing wages can be reviewed as set forth in subsection j(i) of this section. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx> (Search for Oregon, Multnomah County, Building Construction Type) and are hereby incorporated by reference as part of the Contract Documents. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.
 - iii. Port shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 - iv. Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the Project.
- l. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, Contractor shall:
- i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting Work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2), (7), or (8).
- m. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
- i. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file with Port a certified statement on a form provided by BOLI certifying the hourly rate of wage paid each worker employed by Contractor or subcontractor on the Work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C.570(7), Port shall retain 25% of all amounts earned by Contractor until Contractor has filed the certified statements as required by ORS 279C.845. In addition, Contractor shall retain 25% of any amount earned by a first-tier subcontractor until such subcontractor has filed the certified statements with Port. Port and/or Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.
- n. ORS 468A.710: If this Contract requires asbestos abatement, Contractor or subcontractor must possess an asbestos abatement license as required by ORS 468A.700 et seq.
- o. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a construction contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 21. Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade.
- 22. Delay.** Contractor shall furnish sufficient staffing, materials, and equipment and work such hours, including night shifts, overtime, and weekend and holiday work, as may be necessary to insure the production of the Work in accordance with the date of Substantial Completion and the approved construction schedule. If Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of Contractor or any subcontractor, or by reason of any delay that is within Contractor's reasonable control, fails to meet the approved construction schedule, then Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations, or days of work, all without additional cost to Port. Port will not be liable for any damages or extra costs resulting from any delay in Contractor's work not caused by Port, nor will Port be obligated to grant any extension of the Contract Time for any delay in Contractor's work not caused by Port. All such damages or costs shall be paid by Contractor.
- 23. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the Work required under this Contract without undue delay and without additional cost.
- 24. Access to Records.** Contractor agrees that Port and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- 25. Maintenance of Records.** Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Port's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of ten (10) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

Contractor is responsible for any audit exceptions incurred by itself or its subcontractors.

26. Ownership of Work. All work products created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that are preliminary to final reports, shall be the exclusive property of Port. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Port a perpetual, royalty-free, fully paid-up, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. Port shall have no rights in any pre-existing work product of Contractor provided to Port by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for Port use only. If this Contract is terminated by either party or by default, Port, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

27. Warranty.

- a. Contractor warrants to Port and Port's Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Port's Design Professional or Port, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Port In addition to Contractor's other obligations under this contract, including but not limited to the Section 27.a above, Contractor shall, for a period of one (1) year after Substantial Completion (the "Correction Period"), correct work that is defective or that does not otherwise conform to the requirements of the Contract Documents.
- c. If, during the Correction Period and after 10 days' notice, Contractor fails to proceed to cure any defective or nonconforming Work, Port may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of Port or Port's Design Professional, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies Port may have.
- d. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of Port. Contractor shall provide Port with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by Port.

28. Indemnification. Contractor shall defend, indemnify, and hold the Port, the State of Oregon, the United States, and its officers, agents, employees, agencies, and members (the "Indemnified Parties"), harmless against all liability, claims, loss, costs, or expenses, including attorney's fees, based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act arising from Contractor's performance of the Work.

In claims against any person or entity indemnified under this Section by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding anything to the contrary in this Section 28, Contractor is not required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties, but Contractor is required to indemnify the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Contractor, or the fault of Contractor's agents, representatives, or subcontractors.

29. Insurance. Unless otherwise provided below, Contractor shall at all times while this Contract is in place, and for six years following substantial completion of the Work, maintain in force at Contractor's expense, the following insurance coverage:

- a. **Workers' Compensation and Employer's Liability:** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractor and all subcontractors shall purchase and maintain employer's liability insurance of at least \$500,000 per accident.
- b. **Commercial General Liability:** Contractor shall purchase and maintain CGL insurance with occurrence-based coverage on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by Port. The CGL insurance shall include all major coverage categories including bodily injury, property damage, and completed operations coverage maintained for at least six years following final payment. The CGL insurance will also include the following: (1) separation of insured; (2) incidental medical malpractice; and (3) personal injury with employment exclusion deleted. Contractor shall maintain CGL insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- c. **Motor Vehicle Liability:** Contractor shall purchase and maintain motor vehicle liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by Port. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision. Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- d. [Reserved.]
- e. **Additional Requirements:** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- f. **Certificate of Insurance:** Contractor shall furnish to Port a current certificate of insurance for each of the above required coverages prior to conducting Work under this Contract. Additional insured endorsements must be written on ISO Form CG 2010 (11/85) or CG 2037 (07/04) together with CG 2033 (07/04), or their equivalent. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice

from Contractor or its insurer to Port. Each certificate shall also state the relevant deductible or retention level. For commercial general liability and automobile liability coverage, the certificate shall also provide that the Indemnified Parties are additional insureds with respect to Contractor's services provided under this Contract. If requested by Port, Contractor shall also provide complete copies of insurance policies to Port.

- 30. Notice of Injury or Damage to Person or Property.** If any person suffers physical injury or property damage arising from the Work regardless of the cause, Contractor shall give notice of such injury or damage, whether or not insured, immediately to Port's authorized representative and Contractor's authorized representative. The notice shall provide sufficient detail to enable Port and any other party affected to investigate the matter.
- 31. Waiver.** Waiver of any default under this Contract by Port shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 32. Litigation.** Any Claim arising out of or related to the Contract, except those waived as provided for in Section 19, shall be resolved by litigation in the Circuit Court of Marion County or the U.S. District Court for the District of Oregon.
- 33. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon as they exist at the time of execution of this Contract or any subsequent amendment.
- 34. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 Contract did not contain the particular term or provision held invalid.
- 35. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 36. Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, sexual orientation, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 37. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred.
- 38. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 39. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area. Final disposal of any construction generated material must be deposited at a licensed landfill. Contractor shall provide any final location to the Port.
- 40. Equipment Staging.** Contractor will stage all equipment within Port's previously disturbed are, with no new ground disturbance associated with the Project.
- 41. Borrow and Fill.** All borrow or fill must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event.
- 42. Archeological Resources.** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers or archeological sites, the Contractor must immediately suspend any operations that would affect them and notify the Port.
- 43. Permit Compliance.** Contractor shall comply with all United States Army Corps of Engineers permit terms and conditions, including but not limited to permit number NWP 2022-427 for NWP No. 35 for Maintenance Dredging of Existing Basins.

[Signature page follows]

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one):
 Sole Proprietorship Partnership
 Corporation-for profit Corporation-nonprofit
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature Title

Name (please print) Date

NOTE: Contractor must also sign Exhibit 4 and (if applicable) Exhibit 5.

**PORT OF BROOKINGS HARBOR
SIGNATURE**

(This Contract is not binding on Port until signed by the appropriate signing authority)

Signature Title Date

Name (please print)

EXHIBIT 2
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
STATEMENT OF WORK, COMPENSATION,
PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following Work: Removal of rock sediment from end of culvert discharge and in travel lift slip located in Basin 2 16200 Lower Harbor Road, as further described in the Solicitation.
2. The total Contract Price shall be Not to Exceed \$100,000.00.
3. Port shall pay Contractor as described in Section 10 of the Contract.

Payments shall be made to the address below:

Name: Billeter Marine LLC
Attn: _____
Address: 520 3rd Court
Coos Bay, OR 97420

4. Contractor will invoice Port for the Work as follows:

Invoices shall be submitted to the address below:

Name: Port of Brookings Harbor
Attn: Port Manager
Address: PO Box 848
Brookings, OR 97415

**EXHIBIT 3
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR
NOTE: Contractor Must Complete A or B below**

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

EXHIBIT 4
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
FEDERAL REQUIREMENTS

Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965) Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, A-3 demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor A-4 as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings..

Compliance with the Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Safety. Contractor will not require any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Port and understands and agrees that the Port will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Port. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Recovered Materials

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
 - a. If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
 - b. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Protection Agency guidelines.

Access to Records

1. The Contractor agrees to provide the State of Oregon, the Port, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access, at all reasonable times, to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the Port and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 C.F.R. § 200.216, Contractor shall not procure or obtain or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic Preferences for Procurements. In accordance with 2 C.F.R. § 200.322:

1. As appropriate and to the extent consistent with law, the nonfederal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Other Requirements

1. Contractor will comply with EPA regulatory compliance requirements (40 CFR Part 15).
2. Contractor shall not participate if Contractor has an actual or potential conflict of interest that a public official would have under ORS 224. Contractor shall prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS 244. In addition, Contractor must disclose in a timely manner and in writing to Port, all violations of federal criminal law involving bribery, fraud, or gratuity potentially affecting funds provided by OEM to Port for this Project as provided in 2 CFR 200.113.
3. Contractor shall utilize certified minority-owned and women-owned businesses (MWBES) to the maximum extent possible in the performance of this Agreement.
4. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
5. **Audits.** Contractor shall assist the Port in meeting the following obligations required of the Port by the State of Oregon's Office of Emergency Management ("OEM") to the extent that such obligations concern the Project or funds paid to the Contractor under this Agreement. Contractor's assistance may include complying with the following obligations as though Contractor is the Subrecipient.
 - a. If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and

Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

- i. As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.
- ii. The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Granter name (OEM), program name, federal catalog number (CFDA-97 .036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to Infrastructure Contract 4432-DR-OR between OEM and Port. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.iii. The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.
- iv. The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.
- v. The SUBRECIPIENT shall include these requirements in any subcontracts.

EXHIBIT 5
PORT OF BROOKINGS HARBOR
SMALL CONSTRUCTION PROJECTS CONTRACT
APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Billeter Marine LLC

By: _____

Name (Printed): _____

Title: _____

Date: _____



Billeter Marine, LLC

520 3rd Court
Coos Bay, OR 97420

Ph: 541.269.8600
Fx: 541.266.0532

To: EMC-Engineers/Scientists, LLC	Contact:
Address: Attn: Jack Akin, 1867 Williams Hwy Grants Pass, OR 97527 US	Phone: 541-261-9929
Project Name: Port Of Brookings - Travel Lift Dredging	Fax:
Project Location:	Bid Number:
	Bid Date:

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	\$16,760.60	\$16,760.60
	2	Erosion, Sediment Control & Turbidity Curtain	1.00	LS	\$8,664.81	\$8,664.81
	3	Remove Rock From End Of Culvert Discharge And In Travel Lift Slip	3,000.00	CY	\$28.72	\$86,160.00

Total Bid Price: \$111,585.41

Notes:

- The above prices do not include Permits. If permits are to be obtained by Billeter Marine, LLC an extra charge of 75.00 per hour plus materials (if any) will be charged in addition to the proposal amount
- Billeter Marine, LLC reserves the right to pass on any material price increases that occur between the time this quote was given and the time of construction.
- Quote good if accepted in writing within 7 days. Please sign and return one copy of this proposal to signify an acceptance of this quote and its terms and conditions as stated or feel free to call me if you have any questions. Our CCB# is 166653
- Any additional work will be billed on a cost plus 10% basis.
- All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the agreed upon price. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessity insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- Billeter Marine, LLC reserves the right to make progress billings on projects with durations greater than 1 month. This contract is to be paid in full within 30 days from the date the work has been substantially completed. Interest at the rate of ONE AND ONE-HALF (1-1/2%) PER MONTH (18% PER ANNUM) will be charged on all balances not paid when due. In the event legal action is necessary to enforce the contract, the prevailing party will be entitled to court costs and reasonable attorney fees.
- The prevailing party in any action or suit is entitled to costs and attorney fees. This receipt evidences a purchase as provided for in the ACCOUNT Plan Agreement between Billeter Marine, LLC and the above-named Purchaser. All provisions and agreements contained in the Account Plan Agreement, if applicable, are hereby incorporated by reference.
- If payment(s) are to be made using a credit card, Billeter Marine, LLC will charge an additional processing and handling fee of 3% of the amount(s) charged to offset bank charges.

Payment Terms:

Payment for project to be set forth in contract

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Billeter Marine LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeff Brown</p>
---	---



**LEGACY
CONTRACTING INC.**

EXPERIENCE • QUALITY • COMMITMENT

May 25, 2023

To: Gary Dehlinger, Project Manager
Port of Brookings Harbor

Re: Port of Brookings – Maintenance Dredging 2023

Scope of Work

LCI to mobilize 3900W Crane, clam shell bucket, turbidity curtain, and boat to place turbidity curtain and then clam accumulated gravels from shore only. LCI will stockpile gravels on bank for Port disposal. LCI anticipates 18 work days to perform the dredging/ stockpile work.

Basis of Quotation:

1. Documents/ Photos provided via email by EMC-Engineers/ Scientist
2. See Attached Highlighted Area
3. Dredging to occur in December 2023

Pricing:

Description	Unit	Qty	Unit Price	Total Price
Mobilization	1	LS	\$88,785.00	\$88,785.00
Dredging & Stockpile	3,000	C.Y.	\$23.50	\$70,500.00
Total				\$159,285.00

Conditions

1. Port to offer hoisting assistance to LCI to assemble crane at no cost to LCI
2. Port to provide level area to for LCI to operate crane during clam operations
3. Port to provide erosion control for stockpile area
4. Port to ensure all overhead utilities are removed during LCI clam operations
5. Port agrees LCI not responsible for any damage to underground utilities

Exclusions

1. All survey
2. All Traffic Control
3. Erosion Control for stockpile
4. Utilities
5. Utility locates (above & below ground)
6. Potholing for Utilities
7. Permits
8. Gravels beneath Travel-Lift dock

Price Quote good for 30 days.

Please call if you have any questions, or would like to discuss alternative proposals at (503) 881 - 3296. I may also be reached at ToddR@LegacyContractingInc.com.

Sincerely,

LEGACY CONTRACTING, INC

Todd Ross

Todd Ross
Vice-President



Building Strong Foundations for a Better Future

May 31, 2023

61050 Highway 101
Coos Bay, Oregon 97420

Port of Brookings
16330 Lower Harbor Rd
Brookings Oregon 97415

p. 541.267.7689
f. 541.269.1600

Attn: Gary gary@portofbrookingsharbor.com

westcoastcontractors.com

RE: Port of Brookings Dredging 2023

OR Contractors Board #63710
CA Contractors License 511500 Class A, B
WA Contractors License WestCC199207

We are pleased to quote the following items:

- Mobilization/Demobilization		\$ 100,580.00
- Dredging Material – 3000 CY	\$ 25.00/CY	\$ 75,000.00
o Material to be Stock piled directly adjacent to the dredging operation upland		
o WCC Plans to install straw wattles on the water side of the stock pile area and Turbidity Curtain around the dredging Area		
o Volume Calculations for payment is based off survey of material at disposal site		
o Disposal Site to be Cleared		
Total		\$ 175,580.00

General Contractor/Owner is to provide a staging area and access to the work locations for our equipment and materials.

Obstructions encountered during dredging will be considered and billed for as a change in the scope of work. Price is based on contractor and owner agreeing on a mutually agreeable schedule.

Prices Exclude:

- Permit
- Bond
- Survey, Layout, & Staking
- Locate and/or relocate of utilities
- Engineering
- Traffic Control
- Additional Transportation of Rock

TERMS:

Payment is due 30 days from date of invoice. Customer agrees to pay 1.5% interest per month (18% APR) for late payment.

This Proposal is good for 30 days.

Thank you for the opportunity to provide a proposal for this project. Please call if you have any questions.

Sincerely,

Chad Walker

INFORMATION ITEM – A

DATE: August 16, 2023
RE: FEMA Dredging Update
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- FEMA Equipment Purchased:
 - Case 580 Tractor/Loader with Gannon Scraper \$110,388.00.
 - 170 each Concrete Blocks for Sediment Storage Basin \$27,200.00.
 - 3,500 ft HDPE 8” Pipe with fittings, bolts and training \$42,801.00.
 - 200kW Generator for the DRP120 Dredge \$98,189.96.
 - 20 ft Flatbed Trailer to haul materials and equipment. \$9,005.00.
 - 300 ft Turbidity Screen \$5,749.70.
- FEMA Equipment to Purchase:
 - DragFlow/DRP120 Dredge Machine \$415,810.00.
 - FEMA Equipment Storage Building \$43,250.00.
 - Sediment Storage Fencing \$15,000.00.
 - Fabric for Sediment Storage Walls \$5,000.00.
- FEMA Contracts Approved:
 - Clamshell Dredging \$111,585.00.
- FEMA Contracts for Approval:
 - Sediment Storage Construction \$111,125.00.

DOCUMENTS

- FEMA Financial Planning/Schedule, 1 page
- Dredge Discharge Pipe Maps, 2 pages
- Dredging Schedule, 1 page
- HDPE 8” Pipe Procurement Request, 9 pages
- Generator Procurement Request, 72 pages
- 20-ft Flatbed Trailer Procurement Request, 15 pages
- Turbidity Curtain Procurement Request, 25 pages

Item #	Description	Estimated Cost	2023						2024					
			July	August	September	October	November	December	January	February	March	April	May	June
1	Dragflow Dredge	415,810.00												
2	Generator	98,190.00												
3	Pipe (8" approx. 3,500ft) with flanges	34,772.58												
4	F-using Machine (rental)	5,000.00												
5	Pipe Floats	Included												
6	Cable (floating) Included with dredge	Included												
7	Skiploader (JD 210 or equal)	110,381.00												
8	Tender Boat 25' length with flat deck and winch or crane	-												
9	Drive ramps over pipe on ground	-												
10	Equipment cover	43,000.00												
11	1-Ton Truck	-												
12	Turbidity Screen	5,750.00												
13	Spare parts	Included												
14	Concrete Blocks (Sediment Storage Area) Qty - 170 each	27,200.00												
15	Rock - riprap (Sediment Storage Area)	Included												
16	Road Fabric (Sediment Storage Area)	5,000.00												
17	Fencing (Sediment Storage Area)	15,000.00												
18	Trailer	9,005.00												
19	Sediment Basin Construction	111,125.00												
20	Clam Dredging	111,585.00												
21	Misc. Costs	25,000.00												
Capital Project Fund Balance - 07-24-2023		426,997.00												
Capital Project Fund Expenitures PW-189 Pay #1 (submitted 7-21-2023)			119,111.00											
Capital Project Fund Expenitures PW-189 Pay #2*				276,230.58										
Capital Project Fund Expenitures PW-189 Pay #3					111,125.00									
Capital Project Fund Expenitures PW-189 Pay #4														
Capital Project Fund Expenitures PW-189 Pay #5														
FEMA Reimbursement PW-162 Pay #3 (submitted 5-01-2023)				17,150.00										
FEMA Reimbursement PW-189 Pay #1						120,248.00								
Business Oregon Reimbursements PW-189 #1							40,003.00							
FEMA Reimbursement PW-189 Pay #2**								418,333.19						
Business Oregon Reimbursements PW-189 #2									139,440.40					
FEMA Reimbursement PW-189 Pay #3										83,343.00				
Business Oregon Reimbursements PW-189 #3											27,782.00			
FEMA Reimbursement PW-189 Pay #4												83,688.75		
Business Oregon Reimbursements PW-189 #4													27,896.25	
FEMA Reimbursement PW-189 Pay #5														32,250.00
Business Oregon Reimbursements PW-189 #5														10,750.00
Capital Project Running Total			686,083.00	229,521.42	118,396.42	238,644.42	623,418.61	526,716.00	554,498.00	511,498.00	595,186.75	623,083.00	655,333.00	666,083.00

* Includes #3 HDPE Pipe, #18 trailer with 25% down on #2 Generator \$24,547 and 50% Down on #1 Dredge \$207905

** Must receive reimbursement for total \$ amounts on equipment before dredge arrives

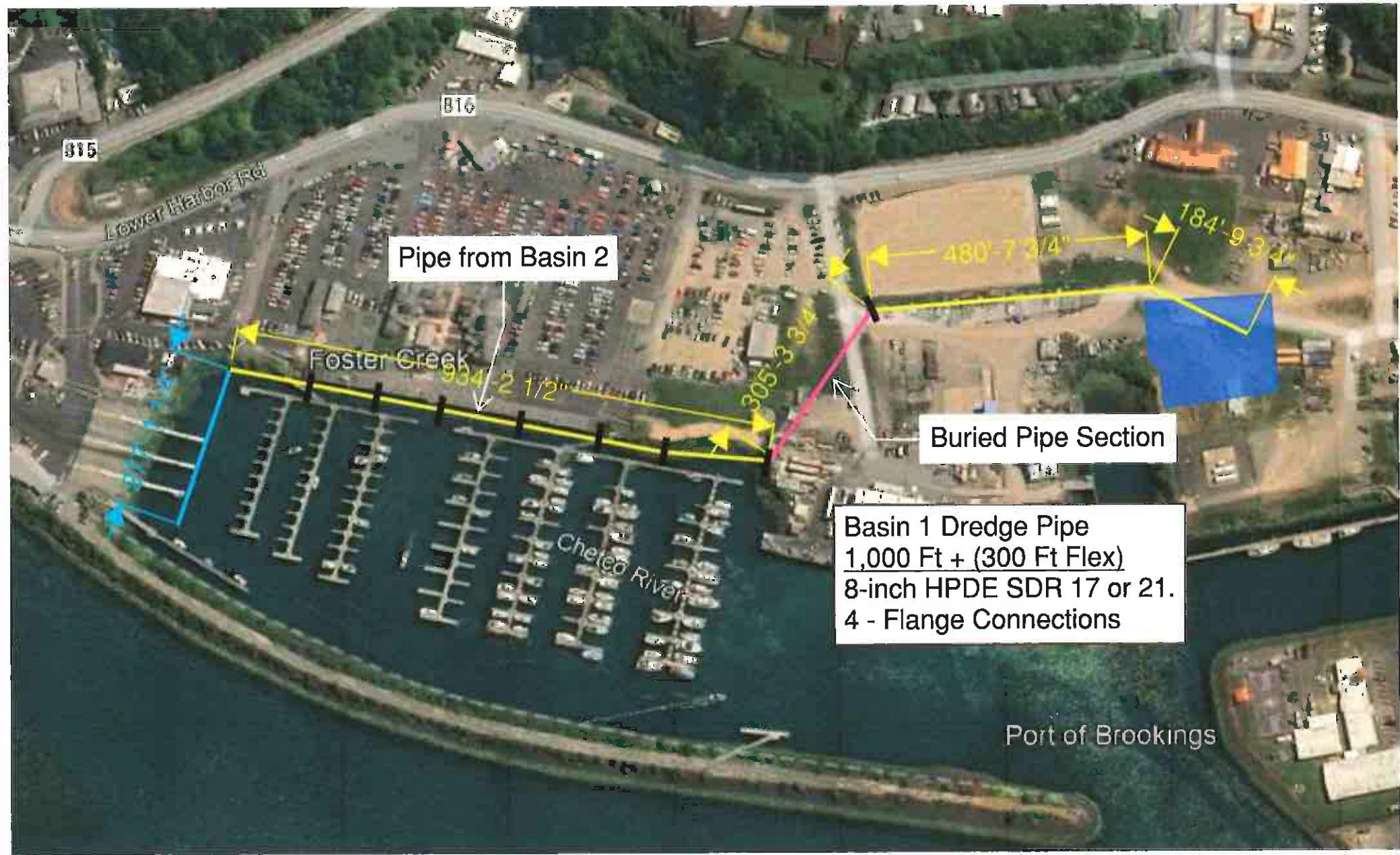
(Capital Project Running Totals are subject to FEMA reimbursements taking 90 days)

Funds going out →
Funds coming in ←

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Basin 2 Dredge Pipe
3,000 Ft + (300 Ft Flex)
8-inch HPDE SDR 17 or 21.
30 - Flange Connections



Pipe from Basin 2

Buried Pipe Section

Basin 1 Dredge Pipe
1,000 Ft + (300 Ft Flex)
8-inch HPDE SDR 17 or 21.
4 - Flange Connections

Port of Brookings

815

816




Lower Harbor Rd

Foster Creek

Chetco River

174

LEGEND

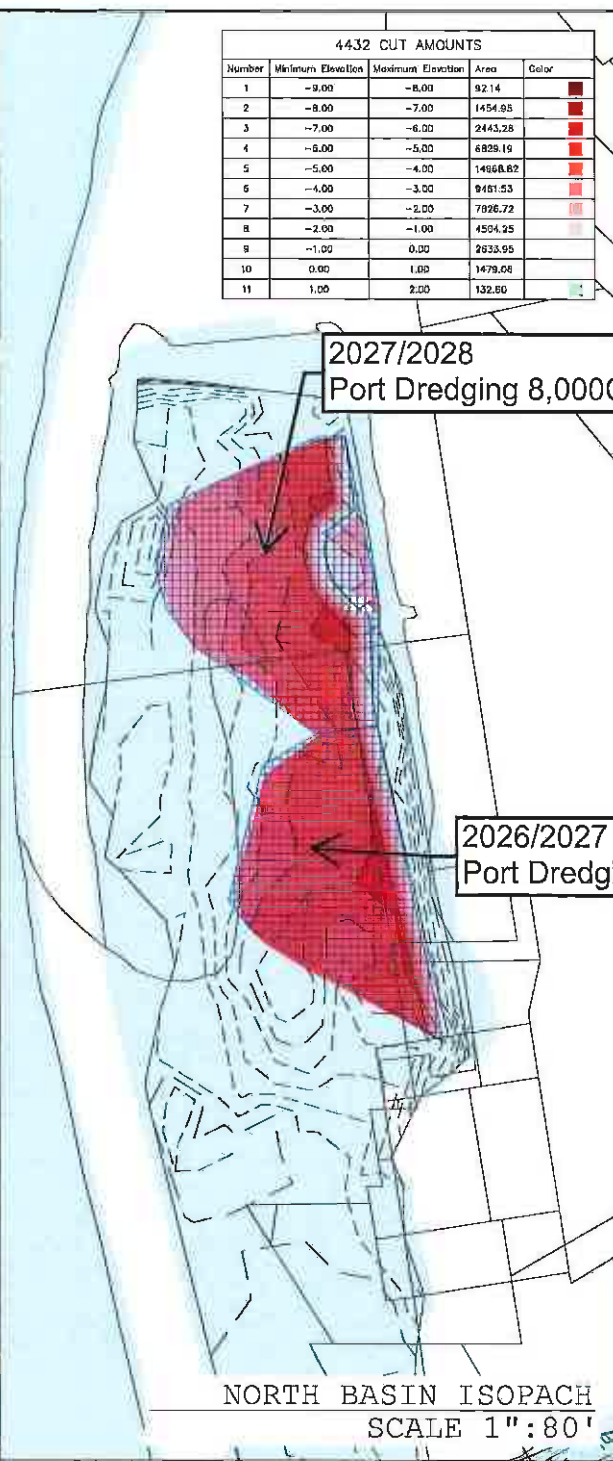
-  4432 DEBRIS AREA
-  4452 DEBRIS AREA
-  ICE HOUSE INLET

4432 CUT AMOUNTS				
Number	Minimum Elevation	Maximum Elevation	Area	Color
1	-9.00	-8.00	92.14	Red
2	-8.00	-7.00	1454.95	Red
3	-7.00	-6.00	2443.28	Red
4	-6.00	-5.00	6829.19	Red
5	-5.00	-4.00	14068.82	Red
6	-4.00	-3.00	9461.53	Red
7	-3.00	-2.00	7826.72	Red
8	-2.00	-1.00	4504.25	Red
9	-1.00	0.00	2933.95	Red
10	0.00	1.00	1479.08	Red
11	1.00	2.00	132.80	Red

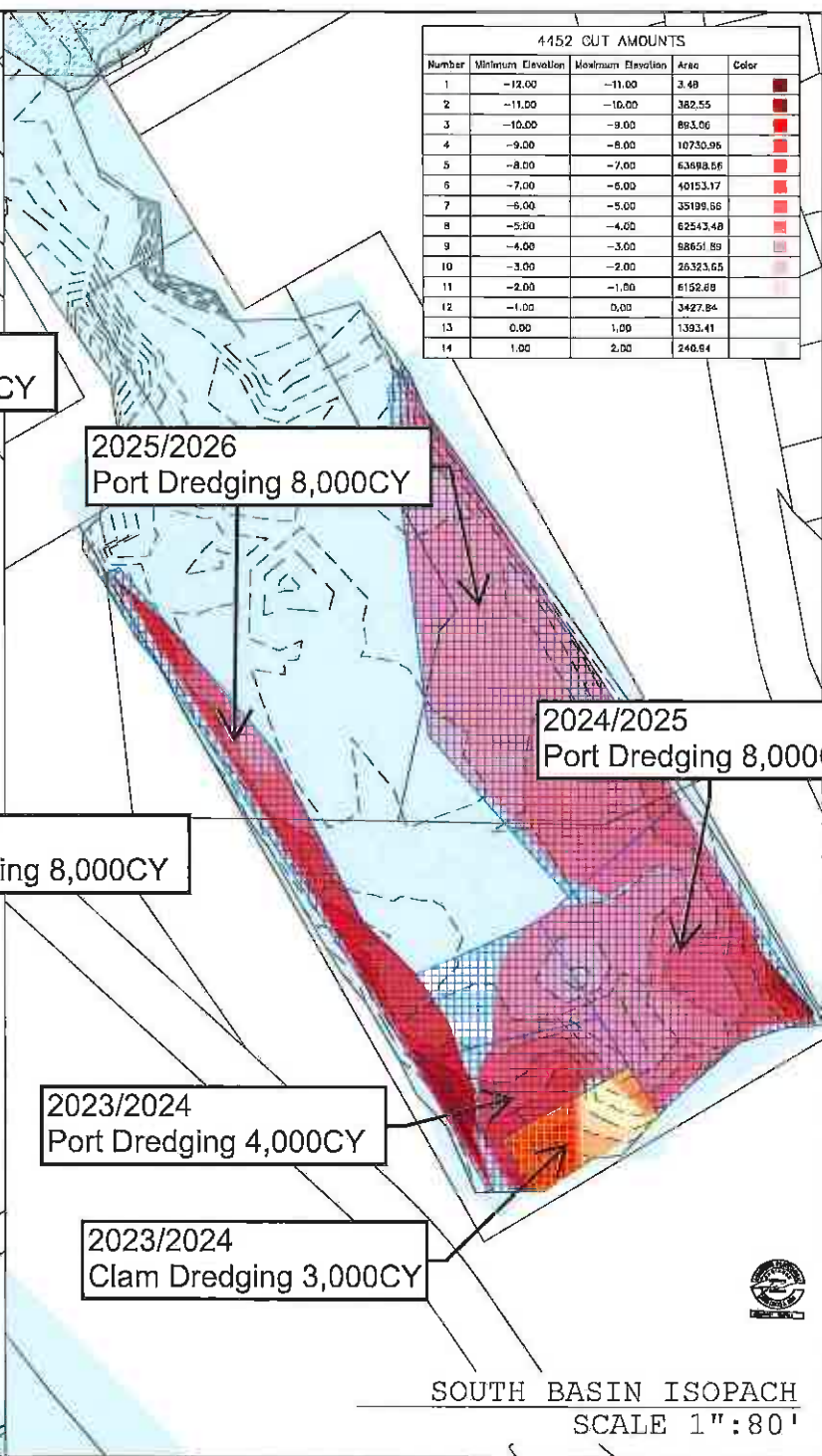
4452 CUT AMOUNTS				
Number	Minimum Elevation	Maximum Elevation	Area	Color
1	-12.00	-11.00	3.48	Red
2	-11.00	-10.00	382.55	Red
3	-10.00	-9.00	863.06	Red
4	-9.00	-8.00	10730.98	Red
5	-8.00	-7.00	63898.56	Red
6	-7.00	-6.00	40153.17	Red
7	-6.00	-5.00	35199.56	Red
8	-5.00	-4.00	62543.48	Red
9	-4.00	-3.00	88651.89	Red
10	-3.00	-2.00	26323.65	Red
11	-2.00	-1.00	6152.69	Red
12	-1.00	0.00	3427.84	Red
13	0.00	1.00	1393.41	Red
14	1.00	2.00	248.84	Red



PLANNED DREDGING
SCALE 1" : 150'



NORTH BASIN ISOPACH
SCALE 1" : 80'



SOUTH BASIN ISOPACH
SCALE 1" : 80'

2027/2028
Port Dredging 8,000CY

2025/2026
Port Dredging 8,000CY

2024/2025
Port Dredging 8,000CY

2026/2027
Port Dredging 8,000CY

2023/2024
Port Dredging 4,000CY

2023/2024
Clam Dredging 3,000CY



PREPARED FOR:
CUT PROCS. AND MEASUREMENT
PORT OF BROOKINGS
16299 Lower Harbor Rd., Brookings, OR 97416

Date: 12/28/2020
Drawn By: INFRADRAFT
Sheet No.: 0103
File No.: 115

175

PORT OF BROOKINGS HARBOR

Procurement Request

Project Name: FEMA PW-189 Dredging Contract No. _____

<input checked="" type="checkbox"/> Purchase Agreement Purchase Order No. <u>4390</u>	<input type="checkbox"/> Contract
--	-----------------------------------

Award Information:

Special Notes or Comments

Company Name: Core & Main

Contact Person: Zachary Walker
 Address: 1160 N. 13th Street
San Jose, CA 95112
zachary.walker@coreandmain.com
 Telephone: Cell 408-316-7152
Office 408-885-1467

Pipe used to pump dredge sludge to sediment basin.
3,500 ft HDPE 8-inch DR17 Pipe with flanges, fittings, fusion training and fusion machine rental.

No.	Proposals / Quotes	Units	Quantity	Total \$
1	H.D. Fowler Company	LF	3,520	\$ 40,571.80
2	P&F Distributors (Pipe Available)	LF	3,520	\$ 33,188.00
3	Core & Main (Pipe 4 to 6 weeks)	LF	3,520	\$ 31,872.58
4	Atkore - Untied Poly Systems (No quote received)			
1	P&F Distributors (Price with rental and training)	LS	1	\$ 41,988.00
2	Core & Main (Price with rental and training)	LS	1	\$ 38,972.58

Prepared by: Gary Dehlinger
 Print Name

Fund Account: General Fund Capital Improvements Debt Service Revenue Bond

Department: Marina Boat Yard RV Park Port Office Fuel Dock Commercial Retail

Approved by GM: TRAVIS WEBSTER TBW Aug 4, 2023
 Signature Print Name Date

Approved by Board Commissioner: _____
 Signature Print Name Date

Approved by Board Commissioner: _____
 Signature Print Name Date

Port of Brookings Harbor Purchase Order

4390

Date: 8-4-23

Vendor/Contractor: CORE + MAIN

Payment Terms:

Vendor Address: _____

Paid w/ Credit Card

Vendor Phone #: _____

Charged to Account

GL Account: Service Supply Equipment Repair/Maintenance

Quantity	Items / Description	Item Price	Subtotal
3,520 LF	HDPE 8 IPS DR17 PIPE	\$7.68/LF	\$27,033.60
34	8 IPS FLG ADPT	\$34.62/EA	\$1,177.08
34	8 SDR11 BU RING	\$27.54/EA	\$936.36
6	8 1000 SDR17 IPS 45 MOLA	\$109.79/EA	\$658.74
20	FF GASKET	3.34/EA	\$66.80
1	FUSION MACHINE RENTAL	\$400/DAY	\$400.00
1	FUSION TRENCH	\$1500/DAY	\$1,500.00
1	MERCURY FUSION CRKT.	\$1000/EA	\$1,000.00
	FREIGHT		2,000
TOTAL:			\$34,772.58

Memo / Project
PW-189
OBM/FEMA 75% = \$26,079.44
BUSINESS ORIGIN 25% = \$8,693.14

Fund Account: General Fund Capital Projects Port Construction Fund

Department: Marina/Administration RV Park Fuel Dock Grants Commercial Retail

Purchasing Agent: GARY NEHLINGER

Port Manager Initials: _____

Print Name

Signature

Signature

**PW-189 Dredging
Port of Brookings Harbor**

Dredging Discharge Pipe

Item #	Material Description	Quantity	UOM	P&F Distributors		Core & Main		H.D. Fowler	
1	HDPE Pipe 8" DR17	3,520	FT	7.65	26,928.00	7.68	27,033.60	10.67	37,558.40
2	8" Flange Adapter	34	EA	45.00	1,530.00	34.62	1,177.08	32.22	1,095.48
3	8" Backup Ring DR11	34	EA	35.00	1,190.00	27.54	936.36	35.85	1,218.90
4	8" Full Face Gasket	20	EA	10.00	200.00	3.34	66.80	4.24	84.80
5	B7 Stud .75"x7" w/2H Nuts & Washer	120	EA						
6	Elbow 45 BF, 8" DR17	6	EA	140.00	840.00	109.79	658.74	102.37	614.22
7									
8	Freight (estimated)				2,500.00		2,000.00		
9									
10	Sub Total				33,188.00		31,872.58		40,571.80
11									
12	Onsite Fusion Training							No training quote	
13	Tech w/Service Truck	1	Day	1,400.00	1,400.00	1,500.00	1,500.00		
14	Per Diem Charge	2	Day	350.00	700.00				
15	RN Mobe	1	EA	1,400.00	1,400.00				
16	RN Demobe	1	EA	1,400.00	1,400.00				
17	Fusion Certification	4	EA	350.00	1,400.00	1,000.00	4,000.00		
18									
19	Sub Total				6,300.00		5,500.00		
20									
21	Fusion Machine Rental							No rental quote	
22	Fusion Machine 28 Rental	1	Day	250.00	250.00	400.00	400.00		
23	Fusion Machine 28 Rental	1	WK	1,000.00	1,000.00	1,600.00	1,600.00		
24	Fusion Machine 28 Rental	1	Mo	3,000.00	3,000.00	4,800.00	4,800.00		
25									
26	Return Equipment Cost	1	LS	1,500.00	1,500.00				
27									
28	Pipe Availability				Pipe is available		4 to 6 Weeks		
29									
30									
31	Total Estimated Quote				41,988.00		38,972.58		
32	(with one month rental)								

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**H.D. FOWLER
COMPANY**

Customer: CONTRACTORS
Estimator: Matt Frodge
Job Name: PORT OF BROOKINGS HARBOR - 8" HDPE
Location: BROOKINGS, OREGON

Estimate: E518059
Bid Date: 6/13/2023

Line	Qty	UoM	Description	Unit Price	Extended Price
1	3000	FT	8" SDR 17 IPS HDPE PIPE, BLACK (5.65 LBS/FT)	10.67	32,010.00
2			8" HDPE AVAILABLE IN 40' LENGTH'S		Note
3	32	EA	8" SDR 17 FLANGE ADAPTER IPS HDPE MOLDED BUTT FUSION	32.22	1,031.04
4	32	EA	8" SDR 11 EPOXY BACKUP RING IPS HDPE DI CONVOLUTED	35.85	1,147.20
5	16	EA	8" 1/8" RING GASKET RED RUBBER, 150#	4.24	67.84
6	16	EA	8" PLATED BOLT & NUT KIT HDPE FLG X DI FLG 8 EA 3/4" X 5"	39.40	630.40
7	2	EA	8" SDR 17 45 ELBOW IPS HDPE MOLDED BUTT FUSION	102.37	204.74
Approximate Total					35,091.22

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Medford Branch
17 S Stage Rd
Medford, OR 97501
(541) 770-4432 or (877) 654-4198

ESTIMATION

Date: 07/13/23

Project: PORT OF BROOKINGS HARBOR - 8" HDPE
Location: BROOKINGS, OREGON

Estimate #: E518059
Bid Date: 06/13/23
Estimator: Matt Frodge
mattfr@hdfowler.com

Engineer:
Owner/Agency:

TO CONTRACTORS:

Attached is the H. D. Fowler Company estimate of materials that may be required for the above-listed project. This estimate may have been made without reviewing any project plans and/or specifications and is intended for general budgeting and planning purposes only. It is possible that unforeseen project requirements have been left out of this general estimate.

To accurately bid any project, it is necessary for the contractor to perform their own materials and quantities take-off. We strongly suggest that the contractor request a quotation of the project material from H. D. Fowler Company before bidding or ordering material for a project.

This estimation does not make any representations, expressed or implied, that may constitute a binding agreement between any parties.

QUOTE

QUOTE NUMBER: 0216542
 QUOTE DATE: 7/14/2023
 SALESPERSON: 11RP
 TAX SCHEDULE: OS

QUOTED TO: POR1380
 Port of Brookings Harbor
 P. O. Box 848
 Brookings, OR 97415

QUOTED FOR:
 Port of Brookings Harbor
 Will Advise
 Brookings, OR 97415

Quote Valid 30 Days
 Unless Noted Below
 Exp. Date: 8/13/2023

CONFIRM TO: Gary Dehlinger 541-373-0280

COMMENT: gary@portofbrookingsharbor.com

CUSTOMER P.O.	TERMS	SHIP VIA	F.O.B.	
Dredging	Net 30 Days	TRUCK	Ship Point	
QTY	UOM		PRICE	AMOUNT
3,520	FT	HDPE Pipe, 8" DR 21 x 40 Current lead time: TBD	7.000	24,640.00
3,520	FT	HDPE Pipe, 8" DR 17 x 40 Current lead time: In Stock	7.650	26,928.00
34	EA	Flange Adapter, 8" DR 17	45.000	1,530.00
34	EA	DI Ring, 8" DR 11	35.000	1,190.00
20	EA	Gasket Full Face, 8"	10.000	200.00
120	EA	B7 Stud 0.75" x 7" w/ 2H Nuts & Washers(120ea = 15 Kit)	15.000	1,800.00
6	EA	Elbow 45 BF, 8" DR 17	140.000	840.00
		Estimated Freight		2,500.00
		ON SITE FUSION TRAINING		
		Fusion Certification		350.00
		Butt Fusion		
		Pipe sizes 8" & smaller		
		PER PERSON		
1	DAY	Technician w/ Service Truck	1,400.000	1,400.00
2	DAY	Per Diem Charge	350.000	700.00
1	EA	RN MOBE	1,400.000	1,400.00
1	EA	RN DEMOBE	1,400.000	1,400.00

Continued

P & F**DISTRIBUTORS****"HDPE PIPE
IS OUR BUSINESS"**

511 Tunnel Avenue, Brisbane, California 94005 415-467-4630 Fax 415-467-1010

PFDistributors.com

Page: 2

QUOTE

QUOTE NUMBER: 0216542
 QUOTE DATE: 7/14/2023
 SALESPERSON: IIRP
 TAX SCHEDULE: OS

QUOTED TO: POR1380
 Port of Brookings Harbor
 P. O. Box 848
 Brookings, OR 97415

QUOTED FOR:
 Port of Brookings Harbor
 Will Advise
 Brookings, OR 97415

Quote Valid 30 Days
 Unless Noted Below
 Exp. Date: 8/13/2023

CONFIRM TO: Gary Dehlinger 541-373-0280

COMMENT: gary@portofbrookingsharbor.com

CUSTOMER P.O.	TERMS	SHIP VIA	F.O.B.
Dredging	Net 30 Days	TRUCK	Ship Point

QTY UOM

PRICE

AMOUNT

*****RENTAL RATES*****

0	DAY	Fusion Machine 28 Rental	250.000	0.00
0	WK	Fusion Machine 28 Rental	1,000.000	0.00
0	MO	Fusion Machine 28 Rental	3,000.000	0.00

****CUSTOMER TO SUPPLY 7KW 115V AC GEN****

****CUSTOMER RESPONSIBLE FOR RETURN OF EQUIPMENT
 TO P&F RENO OR PAY RETURN FREIGHT CHARGES****

***CUSTOMER IS RESPONSIBLE FOR FINAL TAKEOFF**

*Pricing based on quantities quoted. Quantity changes or partial shipments may result in price changes.

All prices quoted is subject to prior sale.

*P&F expressly reserves the right to equitably adjust the contract price at any time prior to shipment in the event that material costs increase for reasons beyond the control of P&F.

*Purchaser agrees and accepts that all sales by P&F Distributors are governed by P&F Distributors Terms and Conditions of Sale which supersede all terms and conditions of purchaser.

Net Order:	64,878.00
Less Discount:	0.00
Sales Tax:	0.00
Freight:	0.00
Order Total:	64,878.00

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Bid Proposal for Port of Brookings Harbor

CUSTOMER

All Bidders

Job

Port of Brookings Harbor
San Jose, CA
Bid Date: 07/26/2023
Bid #: 3041762

CONTACT

Sales Representative

Zachary Walker
(M) 408-316-7152
(T) 408-885-1467
Zachary.Walker@coreandmain.com

Core & Main

1160 N. 13th Street
San Jose, CA 95112
(T) 408-885-1467

NOTES

Please note the pricing on this bid is good for seven days from original bid date.
Freight is subject to change at any time prior to shipment.



Bid Proposal for Port of Brookings Harbor

All Bidders
 Job Location: San Jose, CA
 Bid Date: 07/26/2023
 Core & Main 3041762

Core & Main
 1160 N. 13th Street
 San Jose, CA 95112
 Phone: 408-885-1467

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	3520	8 IPS DR17 HDPE PIPE CAMCORE CL125 BLACK EXTERIOR GRY INTERIOR 40'	FT	7.68	27,033.60
30	34	8 IPS DR17 HDPE FLG ADPT	EA	34.62	1,177.08
40	34	8 SDR11 IPS DI BU RING EPOXY	EA	27.54	936.36
50	20	8X1/8 FLG FF NEOPRENE GASKET	EA	3.34	66.80
60	6	8 1000 SDR17 IPS PE 45 MOLD	EA	109.79	658.74
80	1	412 FUSION MACHINE RENTAL DAILY - \$400 WEEKLY - \$1,600 MONTHLY - \$4,800	EA	400.00	400.00
120	1	FUSION TECH. DAILY CHARGE	EA	1,500.00	1,500.00
130	1	MCELROY FUSION CERTIFICATION 4 PERSON MIN.	EA	1,000.00	1,000.00
Sub Total					32,772.58
Freight					2,000.00
Tax					0.00
Total					34,772.58

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

180

Americas Generators	Quote # 97806	Global Power	Quote # GPSQ1201282	CAT Power	Quote #31	J4
Miami, FL		Savannah, GA		Medford, OR		
200 kW	89,995.00	175 kW	133,000.00	182 kW		203,128.00
John Deere Engine Diesel		Volvo		CAT		
EPA Tier 4 CARB certified		Tier 4 F		Tier 4		
Leroy Somer Alternator				60 Hz		
60 Hz		60 Hz		Standby 200 (250) kW		
Standby Power: 250 kVA / 200 kW		Standby 224 kW		Prime 182 (228) kW		
Prime Power 225 kVA / 180 kW		Prime 179 kW		EMCP 4.2B Control Panel		
Deep Sea Control Panel						
50 C Ambient Mounted Radiator						
Mainline Circuit Breaker						
Externally Mounted Emergency Stop						
Fuel Tank Capacity 800L / 211 Gallons		Fuel Tank Capacity 245 Gallons		Fuel Tank Capacity 262 Gallons		
Internal Critical Grade Exhaust						
Extra Heavy Duty Steel Base						
74dB Enclosure powder finish coating		67dba		72dba		
5 Year Enclosure Warranty						
1 Year 2,000 hours Warranty (no extensions)		2 Year 3,000 hours (no extensions)		1 Year Warranty with option		
Battery for 81 to 300 kW Generator	219.98			AC Battery Charger		
277/480 V 3 Phase 60Hz High Wye	499.99					
Battery Charger 24 Volt for X series	299.99					
Genset Auxillary Excitation Device	1,475.00	No programming needed				
Labor to install Programming Kit	450.00	No setup		Genset startup & Testing Included		
Voltage Regulator	450.00			Voltage Regulator		
Freight (Partial Load)	4,800.00	Freight	12,370.00	Freight Included		
				Sourcewell Discount		(40,118.00)
Subtotal	98,189.96	Subtotal	145,370.00	Subtotal		163,010.00
Lead Time - 8 weeks 3 units, 3 more after		Ready to Ship		Trailer Included		
No Trailer		Trailer Included		Unit Dimensions		
Unit Dimensions		Unit Dimensions		Length 19'-6"		
Length 3650mm / 11.9'		Length 13'		Width 7'-2"		
Width 1300mm / 4.2'		Width 5'-1"		Height 7'-9"		
Height 1985mm / 6.5'		Height 7'-5"		Weight 9,922 lbs		
Dry Weight 3147kg / 6938 lbs		Weight 12,720 lbs				
Fuel Tank 800L / 211 Gallons						
Warranty Work / Repairs		Warranty approved vendor		Extended Warranty 3 to 5 year		25,710.00
Adjusted Total	98,189.96	Adjusted Total	145,370.00	Adjusted Total		163,010.00

Port of Brookings Harbor Purchase Order

4389

Date: 8-4-23

Vendor/Contractor: AMERICAS GENERATORS, INC.

Payment Terms:

Vendor Address: _____

Paid w/ Credit Card

Vendor Phone #: _____

Charged to Account

GL Account: Service Supply Equipment Repair/Maintenance

Quantity	Items / Description	Item Price	Subtotal
1	200 KW TRITON TIER 4 MODEL TP-TD200-T4-60 GENERATOR		\$ 98,189.96
	25% DOWN AT ORDER		
	75% REQUIRED BEFORE DELIVERY		
	SCHEDULE DELIVERY FOR DEC 11, 2023.		
	TOTAL:		\$98,189.96

Memo / Project
PW-189
DEM/FEMA 75% = \$ 73,642.47
BUSINESS OREGON 25% = \$ 24,547.49

Fund Account: General Fund Capital Projects Port Construction Fund

Department: Marina/Administration RV Park Fuel Dock Grants Commercial Retail

Purchasing Agent: GARY DEHLINGER
Print Name

Port Manager Initials: _____


Signature

Americas Generators, Inc.

8511 NW 61st Street
Miami, FL 33166

PH: 305-592-6800 Fax: 305-592-5900

www.gopower.com

25% Invoice

Date	Invoice No.
8/1/2023	97953
Purchase Order No.	
4389	
Terms	25% Dep, Bal Prior to...
Salesperson:	MQ
Instructions:	
Shipping Terms	
ExWorks Miami	

Bill To: Port of Brookings Harbor
P.O. Box 848
Attn. April
Brookings, OR 97415

Ship To: 16330 Lower Harbor Road
Brookings, Or 97415

Due to unprecedented industry-wide supply chain, shipping and labor constraints, any lead-times are now considered a good faith estimate and are subject to change for the near future. We can no longer guarantee our lead times, but we will do our best to maintain our estimates. We apologize, but the current circumstances are out of our control. Quotes Valid for 30 Days

Item No.	Product & Description	Qty Ordered	Unit Price	Amount
TP-JD200-T4-60	200 kW Triton Tier 4 Model TP-JD200-T4-60 Powered by John Deere Diesel Generator - EPA Tier 4 Final Engine Model # 6068CG3550 Leroy Somer Alternator 60 Hz Power Rating: Standby Power Rating: 250 kVA / 200 kW Prime Power Rating: 225 kVA / 180 kW Deep Sea Control Panel 50° C Ambient Mounted Radiator Mainline Circuit Breaker Externally Mounted Emergency Stop Fuel Tank Capacity 800L Internal Critical Grade Exhaust Extra Heavy Duty Steel Base Ultra quiet sound attenuated enclosure (74dB) with white powder finish coating 5 Year Enclosure Warranty EPA Certified for Emergency or Mobile Use in the United States, Canada and CARB certified 1 year or 2,500 hours Warranty, whichever comes first. See spec sheet for additional details	1	89,995.00	89,995.00T
111113	Battery for 81 to 300 kw Generator, Series 31	2	109.99	219.98T
220015	277/480 V 3 Phase 60Hz High Wye	1	499.99	499.99T
110029	Triton Battery Charger 12 Volt for X series	1	299.99	299.99T
PMG KIT 12 VOLT	Genset Auxiliary Excitation Device 12V - PMG	1	1,475.00	1,475.00T
	(Must be used with Installation SKU# 220008) AVR SKU # 100104 if necessary			

Subtotal

Sales Tax (0.0%)

Deposit

Signature

Americas Generators, Inc.

8511 NW 61st Street
Miami, FL 33166

PH: 305-592-6800 Fax: 305-592-5900

www.gopower.com

Bill To: Port of Brookings Harbor
P.O. Box 848
Attn. April
Brookings, OR 97415

Ship To: 16330 Lower Harbor Road
Brookings, Or 97415

25% Invoice

Date	Invoice No.
8/1/2023	97953
Purchase Order No.	
4389	
Terms	25% Dep, Bal Prior to...
Salesperson:	MQ
Instructions:	
Shipping Terms	
ExWorks Miami	

Due to unprecedented industry-wide supply chain, shipping and labor constraints, any lead-times are now considered a good faith estimate and are subject to change for the near future. We can no longer guarantee our lead times, but we will do our best to maintain our estimates. We apologize, but the current circumstances are out of our control. Quotes Valid for 30 Days

Item No.	Product & Description	Qty Ordered	Unit Price	Amount
100104	VOLTAGE REGULATOR Used with 12V & 24V PMG Kit	1	450.00	450.00T
220008	Labor For Installation PMG Kits on SAE Style GenSet	1	450.00	450.00T
FREIGHT OUT	FREIGHT OUT partial load	1	4,800.00	4,800.00T
Customer deposits	25% Deposit to Begin Production - \$24,547.49 Balance Prior to Shipping - \$73,642.47 Payment Due Prior to Shipping	1	-73,642.47	-73,642.47

Subtotal	\$24,547.49
Sales Tax (0.0%)	\$0.00
Deposit	\$24,547.49

Signature _____

TRITON Generating Sets Limited Warranty for Mobile and Tier 4 Generators

Triton Power Corp. ("TRITON") will, at its discretion, repair or replace any part(s) that, upon examination, inspection, and testing by TRITON, or branch thereof, is found to be defective under normal use and service, in accordance with the warranty period. Any repaired product shall be warranted for the remaining original warranty period only. Any equipment that the purchaser/owner claims to be defective must be examined by TRITON or your approved service center. This will verify service has been performed on the unit throughout the warranty period. This warranty is limited and available only on liquid-cooled units. Emissions warranty coverage, if applicable, is detailed in a separate emissions warranty statement.

Warranty Coverage: Warranty period starts on ship date. However, it may be adjusted to the date of commissioning of the generator set if completed within (6) months of the ship date from factory.

Product Line	Warranty
Diesel Tier 4 Final	1 year or 2,000 hours (whichever occurs first) parts and labor
Spark-Ignited Generators	1 year or 2,000 hours (whichever occurs first) parts and labor

Guidelines:

1. All warranty repairs must be performed and/or addressed by TRITON or an approved service center.
2. All warranty expense allowances are subject to the conditions defined in TRITON'S claim policy.
3. All mobile gaseous generator well sites must be certified; a sample of the well site must be sent to, and pre-approved by TRITON prior to installation. Without pre-approval, warranty will be void.
4. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
5. Block heater controls and circulating pumps are only covered during the first year of warranty.
6. TRITON may choose to repair, replace, or refund a piece of equipment.
7. Warranty Labor Rates are based on normal working hours. Additional cost for overtime, emergency labor costs for repairs outside of normal business hours will be the responsibility of the customer.
8. Battery and batteries of any type or kind. The battery manufacturer's warranty applies to these only. Any warranty for such should be handled with the manufacturer according to their policies.
9. Excessive mileage charges. Any TRITON authorized distributor may provide warranty service anywhere but will only be paid travel from the nearest service center up to 240 miles round trip of the generator's permanent location at the IRS Standard Mileage Rate.
10. Verification of maintenance records may be required for warranty coverage.
11. Engines, Alternators and Controllers used in TRITON mobile generators carry a separate manufacturer's (OEM) warranty, unless otherwise expressly stated. All warranty claims for defects in material and/or workmanship on TRITON product components should be directed through TRITON SYSTEMS. (OEM) Warranties may vary and are subject to change. TRITON shall have no liability under OEM warranties.
12. Rates- Call your TRITON Representatives for more information.
13. A valid warranty requires that: (1) TRITON's warranty certificate form must be completed, returned and on file at Triton Power Corp. (2) Generator sets that are to remain out of service for a period longer than two months are subject to special preservation requirements.
14. Unit enclosure is only covered against rust and corrosion the first year of the warranty provision.
15. The owner is responsible for the performance of regular maintenance services as specified in the operator's manual applicable to the engine.

The following will NOT be covered by this warranty:

1. Cost of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Any failure caused by contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oils or coolants/antifreeze.
3. Failures caused by any act of God or external cause such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lighting, earthquake, hurricane, terrorist acts or nuclear holocaust, or any other matters which are reasonably beyond the manufacturer's control.
4. Products that are modified or altered in a manner not authorized by TRITON in writing.
5. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
6. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
7. Damage related to rodent and/or insect infestation.
8. Overnight freight costs for replacement part(s).
9. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
10. Any special access fees required gaining access to TRITON equipment not limited to but including, lodging, training or safety policy, planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport or living quarters deemed abnormal.
11. Telephone, facsimile, cellular phone satellite, Internet, or any other communication expenses.
12. Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, etc.)
13. The warranty does not cover sales tax or any incidental costs including, without limitation, shipping or associated transportation charges, installation costs, travel to and from repair sites, damages related to the loss of use, lost rentals, rental expenses and damages to property or equipment.
14. Any and all expenses incurred investigating performance complaints unless defective TRITON materials and/or workmanship were the direct cause of the problem.
15. Any failed components warranted by the OEM (i.e. engine, generator, starting batteries, etc.)
16. Normal maintenance and/or wear items (i.e. bearings, belts, bulbs, brakes, filters, fuses, fluids, hoses, tires, etc.)
17. Trailers and UL listed subbase fuel tanks will be covered under the original equipment manufacturer's warranty.
18. Housing lights and light switches.
19. Cords, receptacles, and cord reels.
20. Any repair labor time that is determined to be excessive: e.g., such as two or more persons performing a one-person job.

TRITON shall not be liable for any claim greater in amount than the purchase price of the product, in respect of which such claim is made, and in no event shall TRITON be liable for any special, indirect or consequential damages.

*Note: TRITON is a registered brand of Triton Power Corp

**Note: Warranty is not transferrable.

This warranty is in place of all other warranties, expressed or implied, specifically TRITON makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner. TRITON'S only liability shall be the repair or replacement of part(s) as stated above. In no event shall TRITON be liable for any incidental or consequential damages, even if such damages are a direct result of TRITON'S negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. You agree to make no claims against TRITON based on negligence. This warranty gives you specific legal rights. You may also have other rights under applicable law.

TRITON POWER – 8511 NW 61 ST MIAMI, FL 33166 * PH: (305) 592-6800 * FAX: (305) 592-5900 * WWW.TRITONPOWER.COM

200 kW Triton Tier 4 Final Diesel Generator TP-JD200-T4F



Triton offers a complete line of Tier 4 Final diesel generators from 15 to 1500 kVA. Powerful and Dependable, our Tier 4 products can be open, mobile or stationary, depending upon your requirement. Powering everything from agriculture to health care to government institutions.



JOHN DEERE



FEATURES

- ✓ Fully Integrated T4F Power Generation System
- ✓ Prototype-tested, Factory Built and Fully Tested
- ✓ Open-Source Components and Controls
- ✓ 125% Full Containment for Fluids
- ✓ Available in Open, Enclosed and Mobile
- ✓ Sub-Base Tank up to 45 hours

OPTIONS:

- Extended UL Fuel Tank
- Paralleling Systems
- UL2200 and CSA Available
- Extended Warranty
- Trailer with Extended Fuel Capacity
- Variety of Connections Available
- Over 100 different options available (see below)



OUTPUT RATINGS

Available Voltages at 60Hz	Standby		Prime	
	kW	kVA	kW	kVA
<i>Single Phase, 1.0 Power Factor</i> <i>110/220, 120/240</i>	-	-	-	-
<i>Three Phase, 0.8 Power Factor</i> <i>120/208, 277/480</i>	200	250	180	225

**Additional Voltages Available*

OUR TIER FOUR FINAL ENGINES

Only the highest quality Final Tier 4 engines power our mobile generators, offering the maximum performance and versatility. We utilize Kubota (15 to 40 kVA), John Deere (55 to 300 kVA), Scania (350 to 550 kVA) and Volvo (625 to 1500 kVA). Countless hours of lab testing, field prototype machines, and rugged off-highway applications have proven you don't have to sacrifice performance to comply with emissions standards.

OUR ALTERNATORS

Triton Mobile are equipped with Leroy-Somer alternators. Utilizing the latest technologies and with outputs extending from 5 to 5,000 kW, these alternators are designed to deliver superior efficiencies in Standby, Continuous and Prime generator applications worldwide.

200 kW Triton Tier 4 Final Diesel Generator TP-JD200-T4F



ENGINE INFORMATION

<i>Engine Make</i>	John Deere
<i>Model</i>	6068CG550
<i>Tier Rating</i>	Tier 4 Final
<i>Engine Speed (RPM)</i>	1800
<i>Engine Power Output at rated RPM</i>	241 kWm / 322 HP
<i>Cooling</i>	Radiator Cooled
<i>Aspiration</i>	Turbocharged
<i>Total Displacement (Liter)</i>	6.8
<i>No. of Cylinders and Build</i>	6, in line
<i>Bore and Stroke</i>	106 x 127
<i>Compression Ratio</i>	16.7:1
<i>Governor</i>	Electronic
<i>Fuel Consumption (L/hr)</i>	
<i>Full Load</i>	45.5
<i>75% Load</i>	35.5
<i>50% Load</i>	22.8
<i>Oil Capacity (Liter)</i>	31
<i>Coolant Capacity (Liter)</i>	25

ALTERNATOR INFORMATION

<i>Manufacturer</i>	Leroy Somer
<i>Design</i>	Brushless single bearing, revolving field
<i>Stator</i>	2/3 pitch
<i>Rotor</i>	Single bearing, flexible disc
<i>Insulation System</i>	Class H
<i>Standard Temperature Rise</i>	125 -163°C Continuous
<i>Exciter Type</i>	Self Excited
<i>Phase Rotation</i>	A (U), B (V), C (W)
<i>Alternator Cooling</i>	Direct drive centrifugal blower fan
<i>AC Waveform Total Harmonic Distortion</i>	No load < 1.5%. Non distorting balanced linear load < 5%
<i>Telephone Influence Factor (TIF)</i>	<50 per NEMA MG1-22.43
<i>Telephone Harmonic Factor (THF)</i>	<2%

DEEP SEA 7420 DIGITAL CONTROLLER

- Adaptable for a wide variety of single gen-set applications, supporting diesel, gas and petrol engines.
- Monitors engine speed, oil pressure, coolant temperature, frequency, voltage, current, power and fuel level, giving you comprehensive engine and alternator protection.
- Easy USB configuration via the DSE PC Suite or directly through the controller's panel.
- Additional Synchronization Model (DSE8510) available upon request on customized equipment.



200 kW Triton Tier 4 Final Diesel Generator

TR-JD200-T4F



STANDARD ITEMS

- ✓ Engine System:
 - Oil Drain Pump
 - Tier 4 Final Certification
 - Electronic Governor
 - Full Fluid Containment
- ✓ Fuel System
 - Fuel Valve for External Tank
 - Primary Fuel Filter
 - Fuel Capacity: XXX liters
 - Flexible Fuel Lines
- ✓ Electrical System
 - Side Mounted Control Panel
 - Unit Mounted Mainline Circuit Breaker
 - Battery Switch
- ✓ Cooling System
 - 45° C Ambient Temperature Rating
 - 50/50 Ethylene glycol antifreeze
 - Radiator Drain Extension
- ✓ Generator Set
 - Mounted on Heavy Duty Steel Base
 - Full Factory Load Bank Testing
 - Sub-Base Lifting Points
 - Forklift Pockets for Easy Transport
- ✓ Alternator
 - 12 Lead Leroy-Somer Alternator
- ✓ Enclosure
 - Stainless Steel Hinges and Locks
 - Ultra-Quiet Enclosure
 - Powder Coated Finish
 - Easy Access to All Service Points
 - Fully Sound Attenuated (66db at 7 meters)
 - Advanced Water and Dust Proofing

OPTIONAL ITEMS

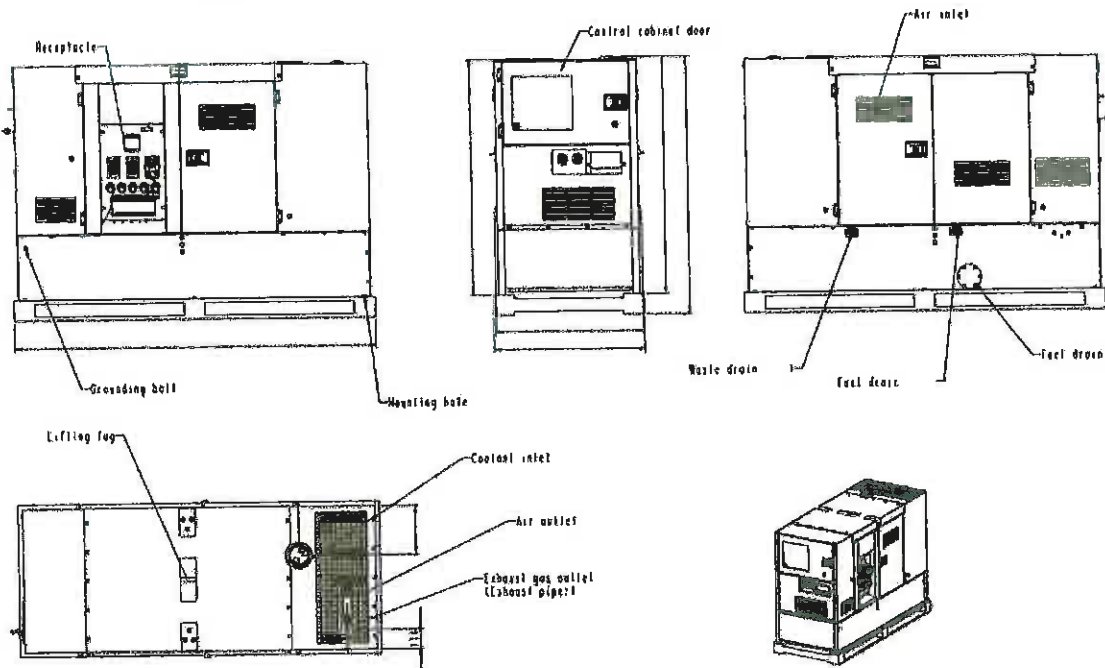
- Engine System:
 - Upgraded Exhaust Silencers (Hospital, Residential, Critical)
 - Heavy Duty Air filters
 - Oil Heater
 - Block Heater (Circulating, up to 5000 Watt)
- Fuel System
 - Fuel Cooling System
 - Extended Fuel Tank
- Electrical System
 - 2,3 or 4 Position Voltage Switch
 - Battery Charger (Standard and Float Type)
 - Additional Circuit Breakers
 - Shunt Trips
 - Electrically Controlled Breakers
 - Paralleling Systems
 - Electrical Connections (Cam-Locks, Refer Plugs, Distro Panel, and more)
- Cooling System
 - Upgraded Radiator Systems
 - Marine Grade Radiator
- Generator Set
 - Seismic Isolators
 - Remote Mounted Control System
- Enclosure
 - 20 and 40' Container Packages
 - Custom Paint Colors
- Alternator
 - Marinization (2-3 times dipped)
 - Permanent Magnetic Generator
- Trailer
 - Standard Trailer
 - Trailer with Extended Fuel Tank
 - Rhino Coating
- Additional Options
 - Please inquire, Triton can assist in engineering nearly any option

200 kW Triton Tier 4 Final Diesel Generator TP-JD200-T4F



WEIGHT AND DIMENSIONS

Enclosed		
Length (mm)	3650	
Width (mm)	1300	
Height (mm)	1985	
Dry Weight (kg)	3147	7,000 lbs
Fuel Tank (L)	800	



*Drawings are representative only and do not reflect actual product

ENCLOSURE FEATURES AND BENEFITS

- ✓ Made of high-quality steel and completely powder coated. The paint has a three-step process ensuring protection against erosion, scratching, and corrosion.
- ✓ Advanced water and dust proof design of service doors and canopy board, effectively stopping intrusion from natural elements.
- ✓ Noise reduction enhanced by an exhaust silencer and high quality interior acoustic lining that is sound absorbent and fire-retardant
- ✓ Built for easy installation, maintenance and transport
- ✓ Lifting eyes located at base make it easier to move and transport.
- ✓ Easy to Maintain with Access on both sides, includes Integral base drainage outlets, modular enclosure for easy parts replacement.

TRITON POWER CORP
8511 NW 61 STREET MIAMI, FL USA
305-592-6300 Fax: 305-592-5900
email: info@tritonpower.com
website: tritonpower.com

Manufacturer reserves the right to make changes in model, technical specifications, color, equipment and accessories without prior notice. All photos are representative and may not reflect exact model

1. Setup / programming – do you have a technician locally to do this work? If so, who and where are they coming from? **YES, WILL BE EXTRA CHARGE. TECH COMING FROM MIAMI. MAY NOT BE NECESSARY.**
2. Where and who does the repair, service, warranty work. **ENGINEER / ANYONE THAT WORKS ON JTD GENERATORS
BASIC FIXES / LEADY SUMMONS - COVERS ALL U.S.
CONTROL PANEL / ANYONE THAT KNOW THAT STUFF**
3. Availability of the generator. Estimated delivery date. **8 WEEKS - 3 WITS (ANOTHER 3-WITS AFTER)**
4. Warranty details. What does the standard warranty cover. **1-YEAR OR 1,000 HOURS**
5. Do you have any governmental discounts, i.e. Sourcewell. **NO.**
6. Freight out partial load. What does partial out mean. Are there additional costs in freight. - **ON LOADS W/ OTHER ITEMS - NOT DIRECT SOLO LOADS.**
7. Option costs. Can you provide me with costs for:
 - Extended UL Fuel Tank **NOT RECOMMENDED BECAUSE OF DEF**
 - Extended Warranties - **NONE**
 - Trailer with Extended Fuel Capacity -
 - Standard Trailer - **WILL PROVIDE A PRICE, BUT IT WILL BE AROUND 10,000**
 - Paralleling System (what does this mean) -
 - Connections - **NEEDS CABLE DATA AND HOW ITS CONNECTED TO DELEGATE.**
 - Marine Grade Radiator (we are on the coast, is this recommended) - **NOT NEEDED.**

Thank you,
 Gary Dehlinger
 Port of Brookings Harbor
 Cell 541-373-0280

OFF SEASON KEEP BATTERY ON CHARGES/PLUGGED IN.

**50% DOWN PAYMENT AT ORDER
 50% AT 1-WEEK PRIOR TO DELIVERY**

MANNY CELL # 305-989-5236



Sold To: Brookings Harbor Phone:	Ship To: Brookings Harbor 16330 Lower Harbor Rd Brookings, OR 97415 Phone:	Seller: Sean French sean.french@globalpwr.com Phone: (805) 724-0618 Fax: (805) 683-3823
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Quote #	Offer Date	FOB	Terms
GPSQ1201282	07/10/2023	Origin	Total order value due, Cash In Advance (CIA)

Qty	Description	Unit Price	Ext Price
1	JCB 175 kW G220RS T4F kW: 175 kW Rating: Prime Condition: New Year: 2022 Hours: 0 Emissions Tier: 4 Final Enclosed: Sound Attenuated Enclosure Material: Fuel Type: Diesel Fuel Tank: 245 Gallon Voltage: Multi-Voltage Phase: 1 and 3 Power Factor (PF): Engine Model: TAD873VE Control Panel Model: Paralleling: Yes Trailer: Yes Lead Time: In Stock Ready to Ship Warranty: MFG Passthrough	\$133,000.00	\$133,000.00
1	FREIGHT Generator Origin: Savannah GA to Brookings OR Due to market conditions, we reserve the right to re-evaluate freight costs at time of order shipment. New freight cost may be billed back to the customer.	\$12,370.00	\$12,370.00

Subtotal	\$145,370.00
Sales Tax	\$0.00
Total	\$145,370.00
All funds are to be paid in US Dollars	

SCHEDULED DELIVERY DATE: Any delay in scheduled delivery date caused by or requested by Buyer shall not change the due date of any payments to Seller. All payments due prior to delivery shall be made prior to scheduled delivery date. In the

Global Power Supply, LLC 136 W. Canon Perdido St. | Santa Barbara CA 93101 | 805.638.3828



event Buyer requests or causes a delay in delivery, "net" terms shall commence on the scheduled delivery date. Buyer shall pay all costs associated with the delayed delivery, including but not limited to storage, handling and transportation of the equipment, applicable federal, state, and local taxes and any other costs incurred by Seller in making further attempts to deliver the equipment. Storage charges:

- Up to 500 kW - \$500/month
 - 501-1000 kW - \$750/month
 - 1001-1999 kW - \$1000/month
 - 2000 kW and above - \$1500/month
 - All UPS's, ATS's and other miscellaneous equipment - \$250/month
- Buyer shall be invoiced on the first day of each month following the scheduled delivery date.

Offer valid for 15 days. Offer subject to the availability of equipment. Equipment subject to prior sale. See attached for additional terms and conditions.

If GPS is responsible for shipping, it is at the discretion of GPS to choose the freight carrier. Buyer shall be responsible for all charges payable on account of Buyer's shipment. GPS is not liable for any loss or damage or for the acts or omissions on the part of the carrier.

GENERATOR DERATES: Unless otherwise stated, QUOTE does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

- NOTES:**
- 1) Quoted prices does include any governmental taxes. If applicable, taxes will be invoiced separately.
 - 2) Estimated freight cost is included. Actual freight charges will be invoiced separately to Buyer. Offloading equipment is the responsibility of Buyer. Title or ownership of the equipment shall not pass to Buyer, notwithstanding delivery thereof, but shall remain vested in Seller until the purchase price of the equipment is paid in full.
 - 3) Startup is not included.
 - 4) This quote is based on the above bill of materials only. No formal specs or single line drawings have been provided.
 - 5) Seismic requirements have not been specified by the Buyer or addressed in this quote.
 - 6) Emissions and Environmental requirements have not been specified by the Buyer or addressed in this quote
 - 7) Installation is not included and will be performed by Buyer.
 - 8) SELLER'S SOLE AND EXCLUSIVE WARRANTY - Manufacturer / Vendor Pass Through ONLY.

Please indicate acceptance of this Quotation and the attached Terms and Conditions by signing on the signature line below and returning a copy to the Seller via mail; such as UPS, facsimile, Digital signature, or email is acceptable.

Signature

Date

Sean French
sean.french@globalpwr.com
(805) 724-0618
+1 (970) 778-9814

Global Power Supply, LLC
136 W. Canon Perdido St. Suite 200
Santa Barbara CA 93101

Global Power Supply, LLC 136 W. Canon Perdido St. | Santa Barbara CA 93101 | 805.638.3828



Quote
GPSQ1201282

United States
(805) 683-3828

QUOTETERMS AND CONDITIONS

1. The terms and conditions stated herein, together with such terms as are set forth in the attached QUOTE (collectively, the "Offer") with such specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Seller, shall constitute the entire agreement between Global Power Supply LLC ("Seller") and Buyer. Any terms contained in Buyer's purchase order received from Buyer that are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Offer and terms and conditions set forth in any purchase order, invoice or other type of instrument pertaining to the subject matter thereof, the provisions of this Offer shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument. All additional or differing terms from this offer contained in any acceptance or purchase order shall be deemed material alterations and notice of objection to them is hereby given. Acceptance of this Offer must be in writing (including email) by an authorized representative of the Buyer.
2. Unless otherwise specified on the face of the attached OFFER TO SELL, all equipment shall be provided "as is" and "where is" with no warranty of any kind whatsoever (except as to title). It is the responsibility of Buyer to arrange for all aspects of transportation and delivery, including preparation for transportation, associated with the equipment that is the subject matter hereof, all at Buyer's cost and expense.
3. Title and risk of loss shall pass to Buyer at the time Seller gives written notice to Buyer of Buyer's right to possession of the equipment or when the equipment is delivered to Buyer or when Buyer enters on the premises where the equipment is located for the purpose of commencing preparation for transportation.
4. Seller warrants that Buyer shall receive good title to the equipment. It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability. Seller makes no other warranties, express or implied with regard to the equipment hereunder. The equipment is purchased by Buyer "as is" and Seller makes no warranty of merchantability or fitness for a particular purpose. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the equipment shall conform to such affirmation or promise. Buyer acknowledges that it alone has determined that the equipment purchased hereunder will suitably meet the requirements of their intended use. Unless an additional warranty is specified by Seller on the face of the attached OFFER TO SELL, this is the sole and exclusive warranty provided by Seller to Buyer. If an additional warranty is so specified, then that warranty is exclusive (except as to title) and in lieu of all other warranties of quality including any warranty of merchantability or fitness for a particular purpose.
5. This Offer (together with all attachments and documents incorporated or referenced herein), shall constitute the complete and exclusive statement of the terms and conditions of the Offer between the parties with respect to the equipment specified herein, and may hereafter be modified, amended or changed only by a written instrument executed by the duly authorized representatives of both parties. No course of prior or concurrent dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term or any part of any term leading to this Offer or be binding or of any force or effect. Seller's failure to strictly enforce any term or condition of this Offer or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this Offer are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity.
6. This Offer shall be governed by the laws of the State of California, without regard to conflict of law principles. Sole and exclusive venue for any disputes arising out of or related to this Agreement shall be the Superior Court of Santa Barbara California. Buyer and Seller each knowingly, waives any right to trial by jury and agrees that any dispute arising out of this Offer shall be decided by court trial without a jury.
7. Privacy Laws and Data Protection. Seller shall follow all applicable data protection, privacy and information security laws (the "Privacy Laws") in accordance with the laws of the State of California where the Seller resides and agrees it is committed to respecting and protecting the privacy of individuals. Seller acknowledges and agrees that it shall only collect information covered by the Privacy Laws for business related purposes in connection with the specific Goods and Services being provided under this Offer to Sell. Seller shall retain such information only for as long as necessary to fulfill the business-related purposes in connection with the Good and Services being performed hereunder and may disclose such information to third parties only as is necessary to perform its obligations set forth herein or as may be required by applicable Privacy Laws. Seller shall take all appropriate actions to ensure that a third party protects such information that may be disclosed to it in the course of its performance hereunder.
8. Under no circumstances, and in no event, shall Seller be liable in contract or in tort or under any other legal theory for special, punitive, indirect, incidental or consequential losses, or damages of any kind arising in connection with or from any contract

resulting from this Offer by Seller or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, as a result of breach of contract or in tort or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer, shall Seller's liability to Buyer exceed a sum equal to the lower of (1) the difference between the purchase price herein and the market value of the equipment; or (2) the cost of replacement or repair of the equipment; or (3) the purchase price of the equipment as set forth on the attached OFFER TO SELL.

9. Unless specified otherwise, on the face of the attached OFFER TO SELL, the terms of payment for the equipment hereunder are net thirty (30) days from date of invoice. Buyer shall be responsible for and agrees to pay for all sales, use, occupation, excise, or other taxes arising out of the sale of the equipment to Buyer in addition to the prices quoted or invoiced. Seller is not responsible for obtaining any permits or licenses relating to the equipment and Seller makes no representation that the equipment will conform to any environmental, noise, or other regulations or laws of any kind whatsoever.

10. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its officers, directors, agents, representatives and employees, from any and all claims, liabilities, fines, damages, losses and expenses (including attorneys' fees) of any kind whatsoever, arising out of or resulting in any way, directly or indirectly, from Buyer's preparation for transport of the equipment, transport of the equipment, installation of the equipment, use of the equipment, or any claim for the violation of any applicable local, state or federal law, order or regulation in connection with the equipment purchased hereunder, or from any act or omission of Buyer, its agents, employees or subcontractors, or any other action by Buyer in relation to the equipment. This indemnity shall apply without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or other tort. Seller may have to enforce the agreement Buyer made with Seller notwithstanding the Attorneys Fees paragraph that follows, which applies to other claims arising out of the agreement of the parties. This indemnity shall survive delivery and acceptance of the equipment.

11. Attorneys' Fees (California Civil Code section 1717). Should any legal or equitable proceeding be commenced under, concerning or in relation to this Offer, including without limitation to enforce or interpret any provision in this Offer, the prevailing party in such proceeding shall be entitled to recover from the losing party all fees, court costs and expenses of enforcing any right of such prevailing party under or with respect to this Offer, including without limitation, such reasonable fees and expenses of attorneys and accountants, expert witness fees, litigation related expenses, and other costs incurred in such proceeding, which shall include, without limitation, all fees, costs and expenses of any post judgment proceedings to collect or enforce any judgment.

12. Warranty Definitions. For all purposes of this Offer, the following definitions shall apply to the warranty terms set forth on the face page of the attached OFFER TO SELL. This paragraph provides definitions only and does not indicate the existence of any warranty.

a. Commencement of warranty period. The warranty period shall commence at the time title and risk of loss pass to Buyer pursuant to paragraph 3 hereof.

b. Repair or replacement. This means that Buyer's sole and exclusive remedy shall be limited to the repair or replacement, at Seller's option, of any defective part. Replacement is defined as the physical replacement of the part or, at Seller's option, the whole or, at Seller's option, the payment to Buyer of a sum equal to the purchase price of the equipment as specified on the face of the attached QUOTE and Buyer shall return defective part or equipment back to Seller. All repair work shall be performed at a facility designated by Seller. Transportation costs to and from the repair facility shall be paid by Buyer. If this warranty is applicable, Buyer agrees that the remedy of repair or replacement is the sole and exclusive remedy of Buyer.

c. Manufacturer or other vendor pass through. This means that Seller will pass through to Buyer any warranty provided for the equipment by the manufacturer or vendor. Seller will assist Buyer in obtaining information and documentation with respect to said warranty. Buyer agrees that if this warranty is applicable, the sole and exclusive remedy of Buyer is that Buyer will look exclusively to the manufacturer or other vendor for any and all warranty claims.

d. Working condition on transfer of possession. This means that at the time Buyer first installs or tests the equipment and for 24 hours thereafter, it will perform its ordinary functions, taking into consideration the age of the equipment. In no event shall the time of installation or test be later than 30 days after the passing of title provided for in paragraph 3 hereof. If this warranty is applicable, Buyer agrees that Buyer's sole and exclusive remedy is the return of the equipment for a full refund of the purchase price.

e. No warranty obligations (except as to title) shall apply to any equipment (1) repaired, modified, or altered without prior approval of Seller; or (2) subject to misuse, abuse, accident, or inadequate maintenance; or (3) based on reasonable wear and tear.

G220RS | Rental Diesel Generator



T4F

WEIGHT AND DIMENSIONS - STATIC

Length	in	156
Width	in	61
Height	in	89
Weight*	lbs	11000

*Standard build with all fluids including fuel

WEIGHT AND DIMENSIONS - TRAILER MOUNTED

Length	in	222
Width	in	88
Height	in	114
Weight*	lbs	12720

*Standard build with all fluids including fuel

ELECTRICAL

Frequency (Hz)	Phases	Voltage (V)	Prime Rating		Amps	Rated Speed (RPM)	Emissions
			kVA	kW			
60	3	480/277V	219	175	263	1800	T4F
60	3	208/120V	219	175	608	1800	T4F
60	1	240V	85	85	354	1800	T4F

POWER FACTOR

3 Phase	0.8
1 Phase	1

ALL RATINGS ARE TO STANDARD REFERENCE CONDITIONS

Prime: This rating is for the supply of continuous electrical power, at variable load (70% average), in lieu of commercially purchase power. There is no limitation on the annual hours of operation and 10% over load power can be supplied for 1 hour in 12.

Ambient reference conditions 1000mbar, 25°C, 30% relative humidity ISO3046

JCB GENERATOR TECHNICAL SPECIFICATIONS, www.jcb.com JCB reserves the right to change specifications without notice. Illustrations shown may include optional equipment and accessories.

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G220RS | Rental Diesel Generator



AIR SYSTEM

Limiting Ambient Temperature	°F		122
Radiator Duct Allowance	In H ₂ O	60Hz	0.80
Radiator Cooling Airflow	cfm		16951

EXHAUST SYSTEM

Maximum Temperature 100%	°F		927
Exhaust Gas Flow 100%	lbs/hr	60Hz	1225
Maximum Allowed Back Pressure	In H ₂ O		88

FUEL SYSTEM

Diesel Specification	Grade		ASTM D975 (2D)
Standard Fuel Tank Capacity	(US) g		245
Fuel Tank Material	Type		Steel
Fuel Tank Construction			Double Skinned

FUEL CONSUMPTION

100% Load Prime	(US) gph		13.5
75% Load Prime	(US) gph	60Hz	10.2
50% Load Prime	(US) gph		7.4

DEF SYSTEM

DEF Specification			ISO 22241-1
Standard Capacity Tank	(US) g		18

DEF CONSUMPTION

100% Load Prime	(US) gph		0.95
75% Load Prime	(US) gph	60Hz	0.71
50% Load Prime	(US) gph		0.52

ENGINE

		1800 RPM	
Net Output Rating (PRP)	kW		179
Net Output Rating (Standby)	kW		224
Manufacturer and Model			Volvo TAD873VE
Fuel			Diesel
Injection			Common Rail
Aspiration			Turbo Charged
Cylinders			6
Bore and Stroke	in		4.33 x 5.31
Displacement	in ³		470.0
Cooling			Water
Engine Oil Specification			API CH4-SAE 10W40
Compression Ratio			17.5 : 1
Engine Oil Capacity	(US) g		7.13
Coolant Capacity	(US) g		13.5
Governor			Electronic
Engine Oil Consumption	(US) gph		0.05
	SCR		•
Exhaust After treatment	DOC		x
	DPF		x

AMBIENT CLEARANCE

Upper Temperature Limit	°F		122
Lower Temperature Limit	°F		23

SOUND PRESSURE

LpA (23ft & 100% load)	dB(A)	60Hz	67
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G220RS | Rental Diesel Generator



ELECTRICAL

AVR DSR	●
AVR DER1 with 3 phase sensing	Δ
Total + Winding Protection for Harsh & Saline Environments	●
MAUX -- High Motor Start Auxiliary Winding	●
Anti-Condensation Heater	Δ
3 Pole Moulded Case Circuit Breaker	●
Earth Leakage Protection (Switchable)	Δ
Preparation for Earth Spike	●
Emergency Stop Button (Control Panel)	●
120V Charger & Heater Supply Sockets	Δ
GFCI 120V Small Power Sockets	Δ
50A Shore Power Sockets	Δ
Carnlock Connections	Δ
Final Safety Microswitches	●

Standard: ● Not Available: x Optional: Δ

BATTERY FEATURES

Battery Isolator	●
Battery Type	Maintenance Free Lead Acid
Battery Charger -- 10A	Δ

STARTING SYSTEM

Battery Capacity	Ah	800
Number of Batteries		2
Auxiliary Voltage	V	24

ALTERNATOR ECO3B-2S/4A

Poles	4
Insulation	Class H
Enclosure	IP23
Exciter System	MAUX Excitation
Voltage Regulator	AVR - DSR
Steady State Voltage Regulation	+/- 1%
Bearing	Single bearing sealed
Coupling	Flexible disc
Cooling	Direct drive centrifugal blower fan
Coating	Total Protection +
Multi Position Voltage Selection Switch	Δ

Standard: ● Not Available: x Optional: Δ

CONTROL AND COMMUNICATION

DSE 7310 (Non Sync) Controller	●
DSE 8610 (Sync) Controller (>220 with DSE8003 colour screen)	Δ
Deif AGC150 (Non Sync) Controller	Δ
Deif AGC4 (Sync) Controller with TDU7 Touchscreen Display	Δ
Analogue Load Share	Δ
External USB Programmable Port	Δ
JCB LiveLink for Power	●
High Engine Temperature Shutdown	●
Low Oil Pressure Shutdown	●
Low Coolant Level Alarm	●
Leak Detection Alarm	Δ
Analogue Hour Counter	Δ
Bus Live Warning Lamp	●
Audible Alarm Sounder	●
Panel Mounted Voltage Trimpot	Δ

Standard: ● Not Available: x Optional: Δ

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G220RS | Rental Diesel Generator



MECHANICAL

Tropical Cooling Pack	●	
Heavy Duty Air Filter	●	
Radiator Fan Guards	●	
Hot Component Guards	●	
Manual Oil Drain Pump	Δ	
Water Jacket Heater	Δ	
Fuel Pre-Filter with Separator	●	
Racor water/fuel separator	Δ	
Racor change over water/fuel separator	x	
Fuel Level Sender	●	
3 Way Fuel Valve	Δ	
Exhaust Silencer including Aftertreatment	●	
Fuel Tank Access Plate	●	
Manual Fuel and DEF Fill Point	●	
Remote DEF Tank Connection	Δ	
Standard: ●	Not Available: x	Optional: Δ

TRAILER - Optional

DOT Approval	●	
LED Lights	●	
Electric Brakes	●	
Access Platform Fenders	●	
3" Pintle Eye Hitch	●	
7 Pin Towing Electrics	●	
Tie Down Points	●	
Heavy Duty Jack	●	
Fire Extinguisher	Δ	
Black Paint Finish (Trailer & Rims)	●	
Standard: ●	Not Available: x	Optional: Δ

CANOPY

Lockable Maintenance Access Doors	●	
Control Panel Viewing Window	●	
Single Lift Point	●	
Fork Lift Pockets	x	
Fluid Containment with Drain Point	●	
4 Point Tie Down	●	
High Density Fire Retardant Foam	●	
Yellow Paint	●	
Other Paint Finishes	Δ	
Heavy Duty Rental Base	●	
Zintec Steel Canopy	●	
Integrated High Level Access Ladder	●	
Self-Latching Cable Access Points	●	
Door Retention Catches	●	
External Emergency Stop Button	●	
Waterproof Document Holder	Δ	
Standard: ●	Not Available: x	Optional: Δ

JCB GENERATOR TECHNICAL SPECIFICATIONS. www.jcb.com. JCB reserves the right to change specifications without notice. Illustrations shown may include optional equipment and accessories.

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From: Sean French <sean.french@globalpwr.com>
Sent: Tuesday, July 25, 2023 9:26 AM
To: gary@portofbrookingsharbor.com
Cc: 'Travis Webster'
Subject: RE: Port of Brookings Harbor - Generator Quote GPSQ1201282
Attachments: G220RS_T4F_EN_USL_11920.pdf

Good morning Gary,

1. Setup / programming – do you have a technician locally to do this work? If so, who and where are they coming from? **There is no programming that needs to be done. The unit will show up ready for operation, the only change that might need to be made is switching the voltage. Which does not require a trained technician to accomplish.**
2. Where and who does the repair, service, warranty work. Parts availability? **The unit can be serviced by any maintenance shop. For Warranty work it would have to go through an approved vendor. I have a request in for who would be the closest warranty shop.**
3. Warranty details. What does the standard warranty cover. **It includes a 2 year, 3000 hour parts and labor warranty.**
4. Any options for extended warranty, if so, costs. **The warranty can not be extended on this mobile unit.**
5. Is the Paralleling System an option? **The unit we quoted has the capability to parallel to other JCB units, you would just need a common bus to connect them. They would communicate with each other via Ethernet cable.**
6. Do you have any governmental discounts, i.e. Sourcewell. **For our stock units we do not have a discount program.**
7. Can you provide information on the trailer. Does it have extended fuel capacity? **I have attached a data sheet for the generator. Unfortunately, an extended fuel tank is not an option. Mobile generators have to be able to contain 110% of their onboard fluid and comply with many state and federal regulations, this makes having extra fuel on the trailer difficult. You can add a stand alone day tank, the generator has a fuel connection and would utilize the existing fuel pump to pull fuel from that tank.**

Please let me know if you have any other questions.

Thank you,

Sean French
Vertical Sales Manager

Global Power Supply

(805) 724-0618 | ext 109

Mobile (970) 778-9814

mail sean.french@globalpwr.com



Rental Agreement

GPSQ1201458

Sold To: Brookings Harbor , OR Phone: Email:	Ship To: Brookings Harbor Brookings Harbor, OR Phone:
Bill To: Gary Dehlinger Brookings Harbor Brookings Harbor, OR Phone:	Site Address: Brookings Harbor , OR Phone: Email:

Contract #	Offer Date	Sales Rep	Terms
GPSQ1201458	07/17/2023	Sean French	See Below

Est. Start Date	Est. End Date	Min. Rental Period
10/02/2023	02/29/2024	5 Months

Qty	Description	Period	Rate	Ext Price
1	Rental Charge 175kW Diesel Generator Triple shift	Month	\$10,950.00	\$10,950.00
1	SERVICE Labor to set up and tear down	One Time Charge	\$20,000.00	\$20,000.00
1	SERVICE PM service required every 300 hours	Per Service	\$2,041.00	\$2,041.00
1	SERVICE Transportation surcharge	Each	\$1,215.00	\$1,215.00
1	SERVICE Environmental fees	Each	\$1,068.00	\$1,068.00
2	FREIGHT Roundtrip freight estimate	Each	\$3,538.00	\$7,076.00

Rent Recurring	\$10,950.00
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Rental Agreement

GPSQ1201458

One Time Charge	\$31,400.00
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- PROJECT NOTES**
- 1) This quote is based on the above bill of materials only. No formal specs or single line drawings have been provided.
 - 2) Quoted prices do not include governmental taxes. If applicable, additional taxes will be added to the invoice or will be invoiced separately.
 - 3) Estimated freight cost to and from site for generator rental is included. Actual freight charges will be invoiced separately to Customer
 - 4) Rigging and offloading equipment is the responsibility of Customer.
 - 5) Startup, Installation and training are not quoted. Seller can provide a separate estimated upon request.
 - 6) Preventative Maintenance required to be scheduled as per manufacturers guidelines
 - 7) Prices are based on a 5 month rental
 - 8) Environmental fees, surcharges and other additional charges such as damage waivers are not included. Billed back in a separate invoice.
 - 9) **TERMS:** First & last months non refundable deposit due in advance then Net Invoice on approved credit.

Customer shall assume all responsibility for and release, defend, protect, indemnify and hold harmless GPS from and against any and all claims, losses, liabilities, damages, penalties, fines, suits and demands, including reasonable attorney's fees, of any kind whatsoever, which GPS may sustain or become subject to, resulting from or arising out of the Customer's selection, possession, use or operation of the equipment specified in this Rental Agreement.

Offer valid for 30 days, unless otherwise specified.

The undersigned warrants, represents, and agrees on behalf of the Customer: (i) that the undersigned has authority to contract for Customer; (ii) that the rental of the Equipment listed above by GPS to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement; (iii) that I have read and understand all said terms and conditions; and (iv) that by executing this Rental Agreement I specifically agree to all of the terms and conditions of this Rental Agreement, including the Customer Responsibilities and the Rental Agreement Terms and Conditions attached hereto.

Signature
Gary Dehlinger

Date

Sean French
sean.french@globalpwr.com
(805) 724-0618
+1 (970) 778-9814

Global Power Supply, LLC
136 W. Canon Perdido St. Suite 200
Santa Barbara CA 93101
United States
(805) 683-3828

Global Power Supply, LLC 136 W. Canon Perdido St. | Santa Barbara CA 93101 | 805.638.3828

July 17, 2023
V2023.5 CMT-00014



Rental Agreement

GPSQ1201458

Customer Responsibilities

1. **Fuel:** If Equipment is delivered with fuel then Customer must return the Equipment with the same amount of fuel as delivered. If the Equipment is not returned with the appropriate amount of fuel, Customer will be charged at the current GPS rate to refuel to the level as initially received by the Customer. Any refueling needed during the Equipment's rental period is the responsibility of the Customer. Customer is required to provide sufficient gas pressure to support manufacturer's recommendations. GPS is not responsible for fueling unless otherwise stated in this RENTAL AGREEMENT. When applicable, Customer shall be responsible to contain and dispose of all byproducts of the coalescing filter. Prices do not include gas filtration equipment unless otherwise specified in this RENTAL AGREEMENT. Repairs or other issues resulting from deviations in the gas composition from the analysis provided by the Customer will be corrected at the sole expense of the Customer. Any level of hydrogen sulfide (H₂S) gas content in the fuel must be approved in writing by GPS prior to Start-Up. Over the duration of the rental term, if any level of H₂S becomes present in the gas supply, any damaged caused by the H₂S will be corrected at the sole cost and expense of the Customer.
2. **Spills, Liquid Containment and Capture:** Customer shall be responsible for the prevention, containment and capture of any leak, spill, overflow, outflow or escape of any fuel, oil, coolant or any other fluids associated with the Equipment supplied by GPS to Customer, including any fluids contained in or from the condensate in the gas fuel supply. Customer shall promptly, at its sole cost and expense: (a) notify GPS and applicable federal, state and local agencies if required by environmental laws; (b) make all reasonable and necessary arrangements for stopping such leak, spill, overflow, outflow or escape; and (c) clean up, remove and dispose of, pursuant to applicable environmental laws, such spillage wherever such may be found ("Environmental Cleanup"). If Customer fails to perform or complete any legally required Environmental Cleanup, GPS may (at its option) conduct the Environmental Cleanup and Customer hereby agrees to reimburse GPS for GPS's reasonable out-of-pocket costs and expenses in conducting such Environmental Cleanup within thirty (30) days after Customer's receipt of a bill therefore including a written itemization and documentation for such costs and expenses. GPS will be responsible for the cleanup, removal, and disposal of leaks, spills, overflow or escape of fluids if it is a result of GPS performing Preventative Maintenance Services on the Equipment.
3. **Transportation, Loading and Installation of Equipment:** Customer agrees to pay for loading, unloading, and transportation from the point of shipment to the point of return, unless otherwise stated in this RENTAL AGREEMENT. GPS is not responsible for the unloading upon delivery at Customer site or loading at Customer site for return to GPS. GPS is not responsible for installation or de-installation of the Equipment at Customer site, unless otherwise stated in this RENTAL AGREEMENT.
4. **Electrical Power Cables:** Customer is responsible for the care and condition of all electrical power cables furnished with the rental Equipment. Cables must be returned wrapped and tied as they were delivered. In the event cables are not returned properly wrapped and tied, Customer will be charged \$10.00 per cable. Customer shall be charged for any unreturned or damaged cables.
5. **Maintenance of Equipment:** Customer is responsible, at Customer's own cost and expense, for the maintenance and servicing of the Equipment, in compliance with the manufacturer's recommendations, during the Term of Rental (as defined herein). Customer must maintain all written maintenance and service records. Maintenance shall include, on a daily basis, checking and topping off engine oil, coolant level, and battery fluid levels. Batteries shall be kept fully charged. Air filters will be replaced as needed and charges billed back to Customer if filters are prematurely clogging due to environmental conditions. Equipment in Standby Mode must be started and run for a half hour per week. In addition, all Equipment must be fully serviced every 250 hours of operation, unless GPS approves otherwise in writing. This service must be performed by a qualified technician authorized by GPS. If GPS performs monthly Preventive Maintenance it will include only the scope of work as specified in this RENTAL AGREEMENT and all other items listed under this section 5 is required by the Customer. If service is not performed by Customer as specified herein, Customer shall be charged for any missed services and will be liable for any damage to the Equipment resulting from any missed service. Customer is responsible for any kind of damage to the Equipment during the Term of Rental. Customer will not perform any repairs to the Equipment unless authorized in writing by GPS.
6. **Operation of Equipment:** Customer will allow operation of Equipment only by persons properly trained in the use and operation of the Equipment. The Equipment shall be used only within its rated capacity and for the load and purposes for which the Equipment was designed. Generators must be operated at a load corresponding to manufacturer's specifications. Any damage to the Equipment due to light loading is Customer's responsibility and will be corrected at the sole expense of the Customer. Customer shall make no additions, alterations, or improvements to the Equipment without prior written consent of GPS. Equipment must be protected from the environment according to manufacturer's recommendations. Published generator capacity does not account for derates due to altitude and/or gas composition.

7. **Rental Start Date:** The Rental Start Date will be (i) the date when the Equipment is available to be deployed to the Customer site, or (ii) seven calendar days from the execution date of this RENTAL AGREEMENT, unless Customer receives written approval agreeing to a later date via email from GPS before or by the seven day execution period. GPS shall not be liable, in any manner whatsoever, if the Equipment, or any part of it, is not delivered by the Rental Start Date. Notwithstanding the foregoing, under no circumstances will GPS invoice Customer until Equipment is available to be deployed.
8. **Location of Equipment:** The Equipment will be kept at the location(s) specified on the front page of this RENTAL AGREEMENT, or as mutually agreed to in writing between the parties hereto, as the ship to location and will not be moved from said location(s) without the express prior written consent of GPS. If Equipment is relocated, additional start-up costs will be billed at a time and materials basis. GPS shall have the right to inspect the Equipment at any time.
9. **Compliance with Laws, Taxes, Fees and Permits:** Customer agrees at its sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations, including but not limited to environmental, air quality and safety regulations that may apply to the use of the Equipment during the rental term. Customer shall be responsible to pay for all applicable sales, use, occupation, excise, or other taxes, permit costs, license costs, and/or fees arising as a result of the rental of the Equipment to Customer.
10. **Insurance Certificate:** Customer shall provide, prior to the rental estimated start date, a certificate of insurance naming Global Power Supply, LLC as an additional insured and loss payee with respect to the Equipment rented hereunder and any liability based on Customer's rental or use of the Equipment. Customer shall secure and maintain at all times during the rental term, at Customer's sole expense, a risk property insurance covering the Equipment being rented and value of the Equipment. Valuation of the Equipment shall be at the replacement cost. Customer shall contact GPS for the equipment value. Minimum limits of general liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 general aggregate. All insurance required hereunder shall be primary and all such insurance policies shall provide for a waiver of subrogation against GPS. If Customer does not provide a certificate of insurance as specified herein prior to shipment of rental Equipment, then GPS may, without notice to Customer, insure the Equipment in the amounts provided in this Rental Agreement and bill Customer for the cost of the insurance, which shall be paid by Customer on receipt of invoice.

Rental Agreement Terms and Conditions

This RENTAL AGREEMENT by and between Global Power Supply, LLC ("GPS"), which has a principal place of business at 136 W. Canon Perdido, Suite 200, Santa Barbara, CA 93101 and CUSTOMER, who is named on the Rental Agreement, is subject to the terms and conditions stated in the Customer Responsibility section above and these RENTAL AGREEMENT TERMS AND CONDITIONS all of which together constitute the entire Rental Agreement (the "Agreement"). This Agreement constitutes the entire agreement between the parties hereto governing the rental of each item of equipment specified on the attached RENTAL AGREEMENT and may not be altered, amended, modified or otherwise changed except in writing and signed by an authorized representative from both parties. The use of CUSTOMER'S purchase order number in connection with this Agreement is for CUSTOMER'S convenience and identification purposes only and the rental of the Equipment by GPS to CUSTOMER shall be subject to the terms and conditions set forth in this Agreement.

1. **Payment Terms:** CUSTOMER agrees to pay GPS rent for the Equipment in the amount specified on the attached RENTAL AGREEMENT, payable on the first day of each month to GPS's place of business as specified above. All Equipment is F.O.B. Origin and freight will be prepaid and added to invoice, unless otherwise noted. If the rent period does not start on the first day of the month or ends on the last day of a month, the rent will be prorated accordingly. All rental payments will be paid in United States Dollars. CUSTOMER is required to pay ONE MONTH advance payment plus in-bound freight charges due and payable prior to date of shipment, unless otherwise stated in the Rental Agreement. CUSTOMER shall pay GPS interest at the rate of 1.5% per month or at the highest rate permitted by law, whichever is greater, on any delinquent payment from the date when such payment was due until paid. In the event of default of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, CUSTOMER agrees to pay all of GPS's costs, including attorneys' fees and expenses, incurred in connection with the collection of past due amounts and/or Equipment not returned from CUSTOMER.
2. **Rental Terms:** The rental period shall commence from the date the Equipment is made available to be deployed to the CUSTOMER's site from the location at which the Equipment is located and will terminate when the Equipment is returned to the location designated by GPS unless terminated earlier pursuant to Section 9 below. Any holding over after the expiration of the initial term shall be on a month- to-month basis, at the same monthly rental rate, until such time as the Equipment is returned to the location designated by GPS. The terms and conditions of this Agreement shall remain in full force and effect until the Equipment is returned to GPS.

3. **Ownership and Title:** GPS shall at all times retain ownership and title of the Equipment. CUSTOMER shall keep the Equipment free and clear of all mechanics and any other liens and encumbrances. CUSTOMER agrees, at CUSTOMER's own



Rental Agreement

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expense, to take such action as may be necessary to remove any such encumbrances, claims, liens, levies or security interests and to prevent any third party from acquiring any other interest in the Equipment. CUSTOMER shall give GPS immediate notice in the event that any of said Equipment is levied upon or is about to become negatively affected or is threatened with seizure, and CUSTOMER agrees to and shall defend and indemnify GPS against all loss and damages caused by such action. CUSTOMER shall not remove, conceal, or otherwise interfere with the title or the GPS ownership plate affixed to the Equipment until and unless Equipment has been purchased from GPS and GPS has received full payment for the same.

4. Assignment: CUSTOMER shall not sell, assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest therein. CUSTOMER shall not sublease, loan, part with possession of or permit the Equipment to be used by anyone other than CUSTOMER without the prior written consent of GPS. In the event CUSTOMER has been authorized by GPS to re-rent the Equipment, CUSTOMER shall remain subject to all terms and conditions of this Agreement. If GPS has authorized CUSTOMER to re-rent the Equipment, CUSTOMER shall ensure that the requirements of this Agreement will be met by the operator of the Equipment.

5. Risk of Loss: CUSTOMER is responsible for the safe keeping of all Equipment and returning the Equipment to GPS in as good repair, condition, and working order as when delivered, except for ordinary wear and tear resulting from proper use thereof. CUSTOMER shall not remove, transfer, alter or modify any item of Equipment or part thereof, without GPS's prior written consent. CUSTOMER hereby assumes and shall bear the risk of loss, destruction or damage to Equipment for any reason including, but not limited to, theft, vandalism, flood, moisture, liquid ingress, corrosive environment or atmosphere conditions, improper or negligent use or operation, explosion and fire, from the time the Equipment is picked up from the location at which the Equipment is made available for delivery to CUSTOMER until the time the Equipment is delivered back to the location designated by GPS. If CUSTOMER is unable to return the Equipment to GPS for any reason whatsoever or the Equipment is damaged beyond repair, CUSTOMER shall immediately pay to GPS the replacement value of the Equipment in addition to any rental balance due. Furthermore, GPS will invoice CUSTOMER the full replacement costs for any manuals, cables, and /or other accessories related to or in connection with the Equipment, which are not returned with the Equipment. No loss or damage to the Equipment or any part thereof shall release CUSTOMER of its obligations under this Agreement, which shall continue in full force and effect.

6. Indemnification: CUSTOMER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GPS, ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, INJURIES (INCLUDING, BUT NOT LIMITED TO, BODILY INJURIES, ILLNESS, DISEASE AND DEATH OF ANY PERSON), LIENS, FINES, PERMITS, LIABILITIES, PENALTIES, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), OF EVERY KIND AND NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF CUSTOMER OR CUSTOMER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR AGENTS IN CONNECTION WITH: (A) THE SELECTION, TRANSPORTATION, INSTALLATION, POSSESSION, USE, CONTROL, OPERATION, CONDITION, RETURN OR ANY OTHER ACTION BY CUSTOMER IN RELATION TO THE EQUIPMENT; OR (B) THE VIOLATION OF ANY LAW, ORDER, RULE, REGULATION, ORDINANCE OR STATUTE, CAUSED BY THE ACTION OR INACTION OF CUSTOMER AS A RESULT OF CUSTOMER'S POSSESSION, OPERATION OR USE OF THE EQUIPMENT. THIS INDEMNITY ALSO APPLIES TO ANY CLAIM AGAINST GPS BASED UPON STRICT LIABILITY CAUSES OF ACTION. CUSTOMER SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY GPS FOR CLAIMS ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GPS; PROVIDED, HOWEVER, CUSTOMER SHALL BE RESPONSIBLE FOR THE PORTION OF THE CLAIM ATTRIBUTABLE TO ITS SHARE OF THE COST. THE INDEMNITIES CONTAINED IN THIS SECTION SHALL SURVIVE THE EARLY TERMINATION OR EXPIRATION OF THIS AGREEMENT. GPS MAY HAVE TO ENFORCE THE AGREEMENT CUSTOMER MADE WITH GPS NOTWITHSTANDING THE ATTORNEYS' FEES PARAGRAPH BELOW, WHICH APPLIES TO OTHER CLAIMS ARISING OUT OF THE AGREEMENT OF THE PARTIES.

7. Warranty: CUSTOMER acknowledges that it alone has determined the Equipment hereunder will suitably meet the requirements for CUSTOMER's intended use. CUSTOMER shall inspect the Equipment immediately on delivery. Unless CUSTOMER notifies GPS to the contrary in writing within 48 hours after delivery of Equipment, it shall be conclusively presumed that the Equipment was delivered to CUSTOMER in good operating condition, that the Equipment conforms in all respects to CUSTOMER's order and that CUSTOMER has accepted the Equipment for all purposes under this Agreement. ALL RENTAL EQUIPMENT IS HEREBY ACCEPTED BY CUSTOMER "AS-IS", UNLESS AN ADDITIONAL WARRANTY IS SPECIFIED BY GPS ON THE FACE OF THIS AGREEMENT, THE SOLE AND EXCLUSIVE WARRANTY MADE BY GPS IS A LIMITED WARRANTY THAT EACH ITEM OF EQUIPMENT, WHEN SHIPPED TO CUSTOMER, WILL BE IN GOOD OPERATING CONDITION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF EQUIPMENT TO CONFORM TO SUCH LIMITED WARRANTY SHALL BE THAT GPS, AT ITS ELECTION, MAY (1) REPAIR OR REPLACE ANY ITEM OF EQUIPMENT THAT IS NOT IN GOOD OPERATING CONDITION WHEN SHIPPED TO CUSTOMER OR (2) REFUND CUSTOMER'S MONTHLY RENTAL FEE FOR THE MONTH THE EQUIPMENT WAS INOPERABLE DUE TO A DEFECT NOT CAUSED BY THE CUSTOMER. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE THE EXCLUSIVE WARRANTY AND REMEDY AND IS IN LIEU OF ANY ORAL REPRESENTATION AND ALL OTHER WARRANTIES AND REMEDIES,

Global Power Supply, LLC 136 W. Canon Perdido St. | Santa Barbara CA 93101 | 805.638.3828

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WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO THE EQUIPMENT HEREUNDER. ALL SUCH RISKS BETWEEN GPS AND CUSTOMER ARE TO BE BORNE BY CUSTOMER AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF GPS ARE HEREBY WAIVED BY CUSTOMER.

8. **Limitation of Liability:** GPS shall not be liable in contract or in tort for special, indirect, incidental or consequential damages resulting from any breach of this Agreement by GPS or any action or inaction by GPS in relation to the transaction that is the subject matter of this Agreement. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. In no event, as a result of breach of contract or in tort or any action or inaction by GPS in relation to the transaction contemplated herein or Equipment that is the subject matter of this Agreement, shall GPS's liability to Customer exceed a sum equal to the rent for the minimum rental term as specified on the attached RENTAL AGREEMENT. Customer acknowledges that there is a risk of injury or damage arising out of the use or operation of the Equipment and Customer hereby elects to voluntarily enter this Agreement and assume all of the risks of injury, loss or damage arising out of the use or operation of the Equipment and Customer further agrees to waive, release and discharge any and all claims for injury, loss or damage against GPS relating in any manner to the use or operation of the Equipment.

9. **Breach:** CUSTOMER shall be in breach and default under this Agreement if (a) any amount due to GPS is not paid promptly when due; (b) CUSTOMER fails to comply with or perform any provision of this Agreement or has made any misrepresentation or material omission with respect to information provided to GPS; (c) CUSTOMER ceases to do business, becomes insolvent, makes an assignment of the benefit of creditors, has a receiver appointed, commences action for dissolution or liquidation, or becomes subject to bankruptcy proceedings; or (d) any of the Equipment is seized under legal process, is subjected to a purported lien or encumbrance, is purportedly transferred by operation of law or otherwise. In the event of default, GPS shall give the CUSTOMER written notice describing the particulars of the default and allowing the CUSTOMER ten (10) calendar days to correct or cure the default. If the CUSTOMER is still in breach of this Agreement after ten (10) calendar days following written notice of such breach, GPS shall have the right to exercise concurrently or separately any one or combination of the following remedies: (a) declare all sums due under this Agreement immediately due and payable together with all costs and expenses incurred in retaking possession of the Equipment, and terminate this Agreement; (b) commence legal proceeding, including, but not limited to specific performance and claim and delivery; (c) require CUSTOMER to immediately deliver the Equipment to a location designated by GPS; (d) exercise one or more of the rights available to a secured party under the Uniform Commercial Code; (e) cause GPS's employees or agents to enter, without notice or liability or legal process, on to any premises where the Equipment is located, using such force as permitted by law, and disconnect, remove, and take possession of the Equipment without incurring any liability to CUSTOMER or any other person arising out of the taking of any such action.

10. **Notices:** All notices and communications required or permitted pursuant to this Agreement shall be in writing and shall be deemed delivered (a) when personally delivered to the other party; (b) when sent by facsimile or electronic mail with receipt having been acknowledged; (c) one business day after being deposited for overnight delivery with a nationally recognized overnight carrier such as Federal Express. For purposes of this provision, the address for delivery to GPS shall be 136 West Canon Perdido Street, Suite 200, Santa Barbara, California 93101. The address for delivery to Customer shall be the billing address as specified on the attached RENTAL AGREEMENT.

11. **Attorney Fees:** (California Civil Code section 1717). Should any legal or equitable proceeding be commenced under, concerning or in relation to this Agreement, including without limitation to enforce or interpret any provision in this Agreement, the prevailing party in such proceeding shall be entitled to recover from the non-prevailing party all fees, court costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, expert witness fees, litigation related expenses, and other costs incurred in such proceeding, which shall include, without limitation, all fees, costs and expenses of any post judgment proceedings to collect or enforce any judgment.

12. **Governing Law:** This Agreement supersedes any prior oral or written agreements, promises, or representations with respect to the subject matter hereof. This Agreement shall be governed and interpreted pursuant to the laws of the State of Nevada without regard to conflict of law principles. The parties hereto agree the sole and exclusive venue for any disputes arising out of or related to this Agreement shall be the Superior Court of Santa Barbara California, except that proceedings for injunction or claim and delivery or other proceedings to obtain possession of the Equipment may be brought by GPS in any court with jurisdiction. Customer and GPS each knowingly, waives any right to trial by jury and agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury.

13. **No Waiver:** The failure of GPS, in any instance or instances, to insist on strict performance of any term or condition of this Agreement shall not constitute or be construed as a waiver of the right of GPS to demand strict compliance with and performance of all or any terms and conditions hereof in any other instance.



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14. Privacy Laws and Data Protection. GPS shall follow all applicable data protection, privacy and information security laws (the "Privacy Laws") in accordance with the laws of the State of California where GPS resides and agrees it is committed to respecting and protecting the privacy of individuals. GPS acknowledges and agrees that it shall only collect information covered by the Privacy Laws for business related purposes in connection with the specific Goods and Services being provided under this Agreement. GPS shall retain such information only for as long as necessary to fulfill the business-related purposes in connection with the Good and Services being performed hereunder and may disclose such Information to third parties only as is necessary to perform its obligations set forth herein or as may be required by applicable Privacy Laws.

PETERSON**CAT**Reference (Job Name): 230394 - Port of Brookings
Harbor Portable

Sourcewell Member # 228350

Sourcewell Contract # 092222-CAT

Quote #: 31218434

Date: August 3, 2023

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	1	XQ230 / 182kW Trailer Mounted Standby Diesel Generator Set 277/480 Volts (Set to 460 Volts as needed for line loss) & 208/120V Selector Switch, Three Phase, 60 Hz, 1800 RPM, including: UL2200 EPA Certified for Stationary Emergency Use IBC Seismic Certified EMCP 4.2B Control Panel NFPA 110 Local Alarm Panel (3x) Twist lock receptacles Permanent Magnet Excitation Alt Space Heater Integrated Voltage Regulator Jacket Water Heater DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Alt Space Heater 1 Year Standard Manufacturers Warranty Standard Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others	\$203,128.00	\$203,128.00



Reference (Job Name): 230394 - Port of Brookings Harbor Portable

Sourcewell Member # 228350

Sourcewell Contract # 092222-CAT

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Date: August 3, 2023

2	1	Cat outdoor enclosure Sound Attenuated, Weather Protected, Color CAT White Rated at 72 dBA @ 23 feet	-	Included
3	1	Base Tank – UL 142 type UL 142 Type Sub-base Tank 262 Usable Gallons, 24 Hour Run at 75% Load @ 10.8 gal/hr Included DEF system - 24hrs at 75% load	-	Included
4	1	Trailer Mounted Trailer with Electric Brakes Pintle Hitch	-	Included
5	1	Pre-Delivery Inspection Genset start-up, testing and commissioning services Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 1 hour, 1.0 PF Load Bank Test Fuel only included for initial pre-delivery inspection	-	Included
Total Sourcewell Discount Price				\$163,010.00

Pricing based on Q4 2024 Delivery. Add 1% escalation per month for later delivery estimate.

Quote Valid for 14 days - Quote subject to price increase after 14 days

Notes (N), Deviations (D), Exceptions (E):

- (N) DMV Trailer registration not included
- (N) Fuel not included
- (N) DEF not included
- (N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required

Dimensions: Estimated L x W x H of generator, enclosure and fuel tank assembly

Length	Width	Height
235"	86"	93"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank

Approx 9922

Equipment Available: Estimated weeks after submittal approval

Approx 11/1/24

Submittal Availability: Estimated 4 - 6 weeks



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Date: August 3, 2023

Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

Credit: Order subject to approval. Ten percent (10%) down with order, twenty five percent (25%) due at submittal approval, and sixty five percent (65%) due at delivery of equipment. Payment due net 30 days from date of invoice.

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing . Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programming and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.

PETERSON

CAT

Reference (Job Name): 230394 - Port of Brookings Harbor Portable

Sourcewell Member # 228350

Sourcewell Contract # 092222-CAT

Quote #: 31218434

Date: August 3, 2023

Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

SPECIAL NOTE ON COMMODITIES COSTS

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal. I am available to discuss design and planning concerns with you.

Sincerely,

Patrick Tavares
PPSI Sales Rep
(541) 246-0925

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #

Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope:** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days	Cancellation Schedule	Cancellation Charge
From	To	Percent of Order
Order	15 ARO	5
16 ARO	30 ARO	10
31 ARO	60 ARO	20
61 ARO	91 before RTS	70
90 before RTS	On/after RTS	90

ARO – After receipt of order, RTS – Ready to ship

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.



Reference (Job Name): 230394 - Port of Brookings
Harbor Portable

Sourcewell Member # 228350

Sourcewell Contract # 092222-CAT

Quote #: 31218434

Date: August 3, 2023

- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.



Reference (Job Name): 230394 - Port of Brookings
Harbor Portable

Sourcewell Member # 228350

Sourcewell Contract # 092222-CAT

Quote #: 31218434

Date: August 3, 2023

- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not Included unless otherwise stated in the quote.
- 17 **Warranties:**
- (a) **Equipment.** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this Section 17(a), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.
- (b) **Extended Protection or Coverage.** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
- (c) **Disclaimer of Warranties.** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of Intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.
- 18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.



Reference (Job Name): 230394 - Port of Brookings
Harbor Portable

Sourcewell Member # 228350

Sourcewell Contract # 092222-CAT

Quote #: 31218434

Date: August 3, 2023

19 **Limitation of Liability:**

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20 **Indemnification:** Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

21 **Force Majeure:** Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

22 **Privacy Statement:** Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

23 **Entire Agreement:** This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

24 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
(a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.
(b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.

Cat® XQ230 Rental Generator Set



Standby 200 kW, 250 kVA
 Prime 182 kW, 228 kVA
 U.S. EPA Tier 4 Final
 60 Hz
 1800 RPM

Image shown may not reflect actual configuration

Specifications

Generator	Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Phase	Amp (A)
Standard	60 Hz	480/277V	200 (250)	182 (228)	3-phase	273.64
		208/120V	200 (250)	182 (228)	3-phase	631.48
		240/120V	150 (150)	136 (136)	1-phase	566.67
Optional	60 Hz	600V/349V	200 (250)	182 (228)	3-phase	218.91
		480V/277V	200 (250)	182 (228)	3-phase	273.64
		208/120V	TBD	163 (204)	3-phase	565.55
		240/120V	TBD	120 (120)	1-phase	500.00

Cat® C7.1 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	Inline 6, 4-Stroke Diesel	
Bore	105 mm	4.13 in
Stroke	135 mm	5.3 in
Displacement	7.01 L	427.7 in³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	Electronic	

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Features & Benefits

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings
- Requires Ultra Low Sulfur Diesel (ULSD) fuel

Quality

- Factory designed and production tested to assure customer satisfaction
- Manufactured in ISO 9001:2000 certified facility

Cat C7.1 ACERT Diesel Engine

- Four-stroke diesel engine with ACERT offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate for fast response, high power, and increased torque
- Low ownership costs enabled by multi-vee belts and service-free hydraulic tappets
- Oil and fuel filter change intervals: 500 hrs

Aftertreatment / Clean Emissions Equipment

- Package-mounted Aftertreatment module consists Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF), and Selective Catalytic Reduction (SCR)
- Passive regeneration is transparent to operator
- No requirement for ash servicing
- Service free for life of the engine
- DEF tank provides > 24 hrs run time
- Electrically heated DEF lines

Cat LC Series Generator

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation

Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/ event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Automatic set-point adjustment integrated with voltage and frequency selection
- Integrates with the Cat Integrated Voltage Regulator (IVR) to provide precise control, excellent black loading, and constant voltage.
- PLC Functionality
- Load histogram (real power) – monitors utilization by tracking the amount of time generator %kW is within predefined ranges
- Enhanced overcurrent protection – generator thermal damage curve

Standard Controls and Power Distribution

- Three-position switch for easy selection of desired output voltage (480/277V 3-phase, 208/120V 3-phase, or 240/120V 1-phase)
- Controls, sockets, and power distribution all accessible via rear access door
- Hinged door over main buss bars with safety switch to trip breaker

Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 72 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanealed sheet steel body panels for improved corrosion resistance
- Coolant and oil drains piped to exterior of enclosure along with auxiliary fuel connections are all conveniently located on one side of the enclosure for easy access
- Single point lifting

Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601, and UN31A (Transport Canada)

Rental-Ready Design Features

- 110% spill containment of all engine fluids
- Battery Charger
- Generator Anti-condensation Heater
- Engine Block Heater
- Provides 43°C ambient capability @ full rating

Asset Monitoring and Management

- Cat Connect hardware provides remote equipment monitoring via cellular network
- Provides operational status, alarms, and engine and generator set parameters
- Flexible and customer-configurable user website
- GPS provides asset location and geo-fencing

Options

- Battery Charger (10A, NFPA Complaint)
- Trailer (Electric or Hydraulic Brakes)
- Paralleling Package with EMCP 4.4
- 600 V Generator
- 208V 3-phase NEMA Sockets
- Camlock Distribution System
- Retail Version (with or without enclosure)

Standard Equipment

Engine

- Cat C7.1, heavy-duty, diesel engine meets U.S. EPA Tier 4 Final emissions standards
- CEM mounted off engine
- Block heater, 110-120 VAC, 1000 Watt
- Requires Ultra Low Sulfur Diesel (ULSD) fuel
- Engine electrical system:
 - 24V, DC electrical system
 - 115A, DC charging alternator
 - Electronic governor and engine controls
 - Oil pressure, coolant temperature, and coolant level shutdown sensors
- Engine filtration system:
 - Cartridge-type air filter with service indicator
 - Cartridge-type fuel filter with upstream pre-filter and water separator
 - Spin-on, full-flow lube oil filter; requires API CJ-4 lube oil

Generator and Voltage Regulation

- Screen protected and drip-proof (IP23), self-regulating, 12-lead, 4-pole, brushless generator
- Sealed-for-life bearing
- PMG Excitation
- Voltage selection switch mounted to generator terminal box. 3-position with 480V generator and 4-position with 600V generator.
- Anti-condensation, space heater, 250-Watt, 110-120 VAC
- Insulation system:
 - Class H insulation system
 - Windings impregnated in a thermo-setting moisture-, oil-, and acid-resisting varnish
 - Heavy coat of anti-tracking varnish for additional protection against moisture or condensation
- IVR:
 - EMCP provides voltage regulation
 - Improved transient response performance capability using patented Transient Load Relief (TRL) feature

Generator Set Packaging

- Base frame with integral double-wall fuel tank and leak detection switch:
 - Heavy-duty, fabricated steel base frame with specially-designed lifting points
 - Integral containment tray atop base frame
- Canopy:
 - Sound attenuated to 72 dBA at 7m (23 ft)
 - Two doors on each side, two rear doors for power distribution and control panel access
- Cooling system:
 - Cooling system provides 43°C (109°F) ambient capability at 500 m (1,640 ft) above sea level
- Electrical system:
 - 24V, DC electrical system
 - 2x 850 CCA, maintenance-free, wet batteries
 - Battery disconnect switch, lockable
 - Solar battery charger with solar array
 - Resettable, switch-style circuit breakers (DC circuit)
 - Battery charger 24V (10A for two isolated batteries; 5A for two batteries linked in series) constant voltage, UL Listed
- Engine and generator mounting:
 - Engine and generator directly coupled by SAE flange
 - Engine flywheel flexibly coupled to the generator rotor, with full torsional analysis completed to ensure no harmful vibration will occur in the assembly
 - Anti-vibration pads between engine/generator feet and base frame
- Fuel system:
 - 24 hour runtime @ 75% prime load
 - 2-position valves and external ports (3/4-16 JIC) allow connection of an auxiliary fuel source
- CSA 22.2 Certified

Standard Equipment (continued)

Generator Controls and Power Distribution

- EMCP 4.2B, digital generator set controller, mounted behind a hinged, lockable door with viewing window
- Manually-operated Circuit breaker: 3-pole molded case breaker, 800A, UL Listed and CSA with shunt trip and LSIG trip unit
- Safety switch on lower access door – trips breaker if door is opened
- Two-wire, remote start-stop terminals
- Customer auxiliary power connections:
 - Three – 250V, 50A California-style, twist lock receptacles
 - Two – 120V, 20A duplex receptacles with GFCI*
 - Each receptacle protected by a miniature circuit breaker, which also acts as an on/off switch
- Main customer connections:
 - Tin-plated copper bus bars with phase separators, located behind a protective door with shunt trip switch
 - Bus bars sized for full load capacity of generator set at 0.8 power factor
- Cat Connect telematics including roof mounted antenna for cellular and GPS

Quality and Product Support

- Factory load-testing of complete generator set
- Factory test certificate available upon request
- Equipment meets the following standards: BS 4999, BS 5000, BS 5514, IEC 60034, EN 61000-6, NEMA MG 1-22 & CSA
- Full set of operation and maintenance manuals

* Voltage at receptacle is 120V when switch is in 240/120 and 208 positions, and 139V in 480V position

** All receptacles are switched off when voltage selector switch is in 600V position.

‡ Available in 2019

Optional Equipment

- Paralleling Controls
 - EMCP 4.4 paralleling controller
 - Electrically operated circuit breaker with undervoltage trip and LSIG trip unit
 - MGDL (Ethernet comms) for paralleling interconnect with other units
- NEMA receptacles (2) 208V, 30A
- NFPA 110 complaint battery charger 10A
- Camlock distribution system ‡
- 600V Generator with 4-position voltage selector switch** ‡



Technical Data

Cat Generator		
Frame size	LC5034H	
Pitch	2/3	
No. of poles	4	
Insulation	Class H	
Enclosure	Drip proof IP23	
Voltage regulator	3-phase sensing with volts-per-hertz	
Frequency regulation	0.5% at steady state from no load to full load	
Wave form deviation	THD <2%	
Overspeed limit	2250 rpm	
Available Voltages	Standard	Switchable voltage output: 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase
	Optional	Switchable voltage output: 600/349V, 3-phase; 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Power Rating	kW (kVA)	182 (227.5)
Performance Number	P4350C	
Performance Specification		
Lubricating System Capacity oil	L (gal)	16 (4.3)
Fuel System		
Fuel consumption***		
100% Load	L/hr (gal/hr)	56 (14.7)
75% Load	L/hr (gal/hr)	41 (10.8)
50% Load	L/hr (gal/hr)	28 (7.4)
Fuel tank capacity	L (gal)	992 (262)
Fuel Run Time @ 75% Prime Load	Hours	>24
DEF System		
DEF consumption		
100% Load	L/hr (gal/hr)	1.42 (0.38)
75% Load	L/hr (gal/hr)	1.11 (0.29)
50% Load	L/hr (gal/hr)	0.68 (0.18)
DEF tank capacity	L (gal)	46 (12.2)
DEF Run Time @ All Power Settings	Hours	>24
Cooling System		
Radiator system capacity including engine	L (U.S. gal)	38.7 (10.2)
Heat rejected to coolant at rated power	kW (Btu/min)	135 (7660)

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Technical Data (continued)

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Air Requirements @ 1800 rpm, 100% load		
Combustion air flow	m ³ /min (cfm)	14 (494)
Maximum dirty air cleaner restriction	kPa (Inches H ₂ O)	6.23 (25)
Noise Rating*** with enclosure at 7 meters (23 feet)	dB(A)	72

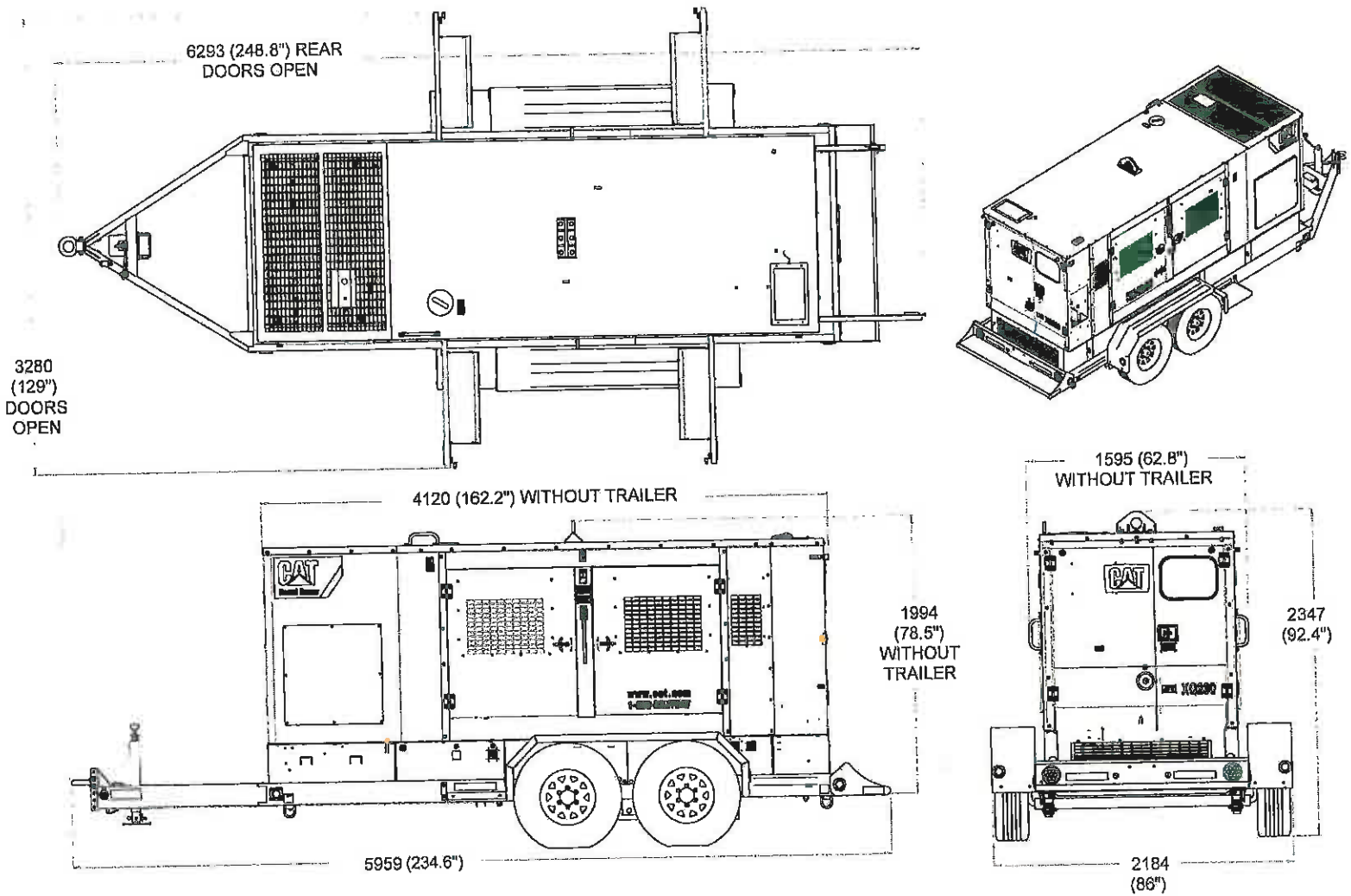
***Package fuel consumption and sound levels are for reference only.

Dimensions and Weights					
Model	Length mm (in)	Width mm (in)	Height mm (in)	With Lube Oil & Coolant Kg (lb)	With Fuel, Lube Oil & Coolant Kg (lb)
XQ230	4,120 (162.2)	1,595 (62.8)	1,994 (78.5)	3,828 (8,432)	4,720 (10,405)
XQ230 with trailer (electric brakes)	5,959 (234.6)	2,184 (86)	2,347 (92.4)	4,501 (9,902)	5,386 (11,875)
XQ230 with trailer (hydraulic brakes)	5,959 (234.6)	2,184 (86)	2,347 (92.4)	4,510 (9,922)	5,395 (11,895)

General Layout Dimensions

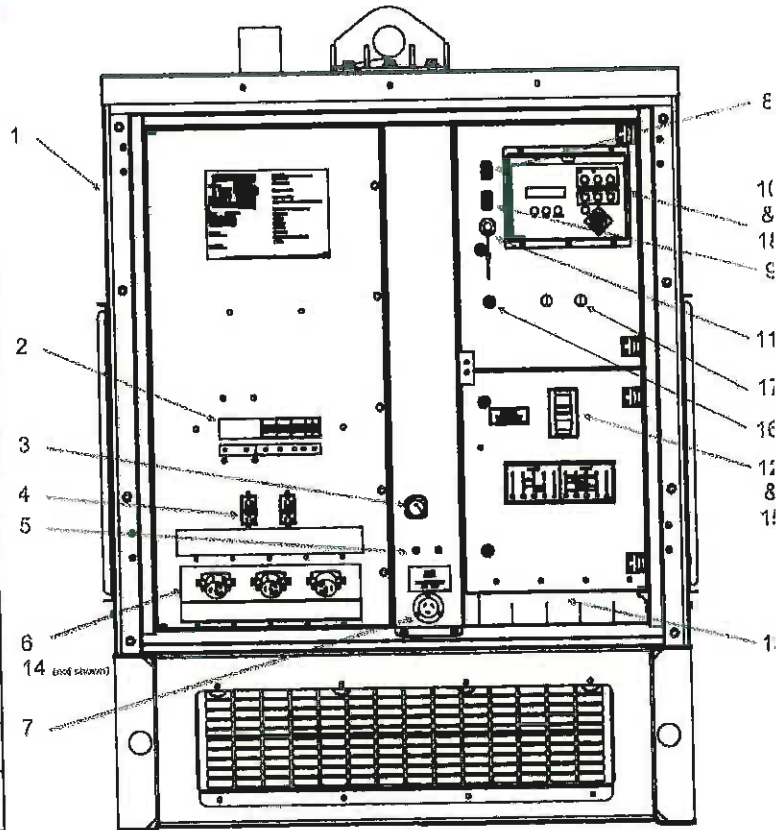
Dimensions in millimeters (inches)

Shown with optional trailer



Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable door (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	HEST and DFP Lamp
9	Glow plug lamp
10	EMCP 4.2B digital generator set controller
11	Cat ET service tool connector
12	Manually operated circuit breaker, 3 pole, molded case, LSIG, 800A
13	Main bus connection (bus bars attached to breaker) behind door
14	3-phase NEMA locking receptacles, 208V (optional)
15	Electrically operated circuit breaker, 3 pole, molded case, LSIG, 800A (provided with paralleling option)
16	Alarm horn
17	Circuit breaker open and close pushbuttons (provided with paralleling option)
18	EMCP 4.4 digital generator set controller (provided with paralleling option)



Ratings Definitions and Conditions

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambients shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

Standby — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

www.Cat.com/rentalpower
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Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

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PETERSON



RENTAL QUOTE

QUOTE #: H31692

RE. - PWR RENTAL
520 NE FIVE OAKS DR, HILLSBORO, OR 97124

ACCOUNT #: 4799830

BILL TO CUSTOMER: PORT OF BROOKINGS - HARBOR

ADDRESS: PO BOX 848
BROOKINGS, OR 97415

ORDERED BY: GARY DEHLINGER

PHONE: 5414692218

SHIP TO/JOBSITE: CUSTOMER PICKUP

CONTACT NAME: GARY DEHLINGER

CONTACT PHONE: 5414692218

SHIP TO ADDRESS: 16060 LOWER HARBOR ROAD
BROOKINGS, OR
97415

CREATED BY: ERIC PLEBUCH
SALES REP: ERIC P PLEBUCH

DATE OUT: 10/02/2023 08:00 AM MON
ESTIMATED RETURN DATE: 10/30/2023
CAT RENTAL STORE: OREGON - PWR RENTAL

QTY	DESCRIPTION	3-Day	WEEK	4WEEK
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ORDER NOTES

PETERSON POWER SYSTEMS INC, WILL PROVIDE AN XQ200 GENERATOR SET AT 460V 3P ALONG WITH A BATTERY CHARGER AND JACKET WATER HEATER CORD FOR NO OPERATIONAL TIMES, THE GENERATOR WILL NEED TO BE SERVICED APPROXIMATELY EVERY 500 HOURS OF OPERATION. THE COSTS OF THE SERVICE ARE INCLUDED IN THE MAINTENANCE FEE, HOWEVER THE TIME FOR THE TECHNICIAN TO DRIVE TO SITE AND BACK WILL BE AN ADDITIONAL COST. TECHNICIAN WOULD BE BILLED FROM OUR MEDFORD STORE LOCATION. MAINTENANCE FEE HOURS ARE BASED ON A 50 HOUR WORK WEEK. BILLING IS BASED ON A 28 DAY BILLING CYCLE. EQUIPMENT WILL BE SHIPPING FROM OUR EUGENE STORE LOCATION AND WILL NEED TO RETURN TO EUGENE UPON COMPLETION OF THE RENTAL.

RENTAL ITEMS

1.	GEN 200 KW EG00200	\$2,700	\$2,700	\$8,100	8,100.00
** DOUBLE SHIFT: RATES MULTIPLIED BY 1.5 **					
MAINTENANCE FEE OF \$4.00 PER HOUR ACCRUED.					
GENERATOR TO BE SET AT 480V 3P.					

MISCELLANEOUS ITEMS

0	OR HER TAX 2%		2.00 %		162.00
1	EQUIPMENT DELIVERY - ESTIMATED		2,500.00 EACH		2,500.00
1	EQUIPMENT RETURN - ESTIMATED		2,500.00 EACH		2,500.00
0	ENVIRO FEE		4.00 %		324.00
1	MAINTENANCE FEE - 200HRS		800.00 EACH		800.00

PETERSON



RENTAL QUOTE

QUOTE #: H31692

RE J - PWR RENTAL
520 NE FIVE OAKS DR, HILLSBORO, OR 97124

ACCOUNT #: 4799830

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DATE OUT: 10/02/2023 08:00 AM MON

ESTIMATED RETURN DATE: 10/30/2023

CAT RENTAL STORE: OREGON - PWR RENTAL

QTY	DESCRIPTION	3-Day	WEEK	4WEEK
				.00
				Total: 14,386.00

"Estimated Total: Taxes NOT included, all applicable taxes will be assessed and added at billing"

The rental of goods and/or services by Peterson Power Systems, Inc. (PPSI) are subject to the PPSI terms and conditions available at PPSI's website (<https://www.petersonpower.com/sites/power/files/about/terms/peterson-power-rental-agmt-terms-and-conditions.pdf>) PPSI reserves the right to modify their terms and conditions at any time without prior notice and the current version shall supersede all prior versions upon posting to PPSI's website.

Accepted By: _____ Date: _____ PO #: _____

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XQ 200 RENTAL

STANDBY 200 kW
PRIME 182 kW

POWER MODULE
60Hz 1800 rpm 480V



Shown without optional trailer

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)
60 Hz	480/277V	200 (250)	182 (227.5)
60 Hz	240/139V	200 (250)	182 (227.5)
60 Hz	208/120V	200 (225)	182 (225)
60 Hz	240/120V	136 (136)	124 (124)

FEATURES

FUEL/EMISSIONS STRATEGY

- EPA and CARB Tier 4 Interim technology for Non-Road Mobile applications at all 60 Hz ratings

SINGLE-SOURCE SUPPLIER

- Factory designed and fully prototype tested with certified torsional vibration analysis available
- ISO 9001:2000 compliant facility

CAT® C7.1 INTERIM 4 ACERT™ DIESEL ENGINE

- Utilizes ACERT Technology and Cat NOx Reduction System (NRS)
- Cat CEM exhaust after treatment
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

CAT LC SERIES GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation

CAT EMCP 4.2 CONTROL PANEL

- Fully featured power metering, protective relaying and engine/generator control and monitoring
- Simple user friendly interface and navigation
- Automatic set-point adjustment

CAT DIGITAL VOLTAGE REGULATOR (CAT DVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

ENCLOSURE

- Highly corrosion resistant 12 gauge galvanealed sheet steel construction
- Two coat polyester powder-coated finish
- Six access doors for ease of maintenance
- Secure and safe design with safety glass control panel viewing window with lockable access door
- Fuel fill and battery can only be reached through lockable access doors
- Certified single point lifting eye and lifting points on the base frame

DISTRIBUTION PANEL

- Switchable voltage from 480/277V 3 phase to 240/139V 3 phase (can be adjusted down to 208/120V 3 Phase), 240/120V 1 phase

REAR CUSTOMER ACCESS

- Separate control panel and distribution panel access doors
- Hinged door over main bus connectors
- Emergency stop on panel
- Remote start/stop contacts

REDUCED ENVIRONMENTAL IMPACT

- EPA Tier 4 Interim technology
- 110% spill containment of onboard engine fluids
- Meets 71 dB(A) at 7 m per SAE J1074

RENTAL READY FEATURES

- Anti-condensation heater 110-120 VAC
- Coolant heater 110-120 VAC
- UL Listed battery charger
- Cam lock distribution system

PRODUCT LINK ASSET MONITORING

- Total Hours & Total Fuel Consumption
- Events & Diagnostic
- GPS Location
- kWh Measurement



XQ 200 RENTAL

FACTORY INSTALLED STANDARD EQUIPMENT

SYSTEM	STANDARD EQUIPMENT
Air Inlet	Air cleaner, two stage cyclonic/paper with dust cup and service indicator Series turbocharger and air-to-air aftercooler
Charging System	12V - 100 Amp charging alternator UL/CSA listed 120V-10A battery charger
Control Panel	EMCP 4.2 genset mounted controller Automatic start/stop with cool down timer Idle/rated switch Generator Protection features: 32, 32RV, 46, 50/51, 27/59, 81 O/U Metering display: voltage, current, frequency, power factor, kW, WHM, and kVAR
Cooling System	Package mounted radiator with vertical air discharge provides 43° C ambient capability at standby rating 120VAC coolant heater, fuse protected, thermostatically controlled, automatically disconnected on start-up Coolant drain line with internal control valve piped to base-frame Coolant sight gauge, level switch and shutdown 50% Coolant antifreeze with corrosion inhibitor
Distribution System	NEMA 1 steel enclosure with separate hinged, lockable door Main bus connections with hinged load cover with clear Plexiglas window closed for operation 4-pole 800A 100% UL circuit breaker with 12V DC shunt trip wired to load door safety switch Multiple duplex and twist lock receptacles with individual circuit breakers Two wire remote start/stop terminals and 120 VAC shore power connection for rapid starting CamLock distribution system
Enclosure	Sound attenuating, 12gauge galvanealed sheet metal enclosure limits overall noise to 71 dB(A) @ 7m (23') Interior walls and ceilings insulated with sound attenuating foam Black stainless steel pad-lockable latches, doorkeepers on all doors and zinc die-cast hinges/grab handles All components are pretreated for anti-corrosive protection prior to painting with polyester powder coat Painted Cat power module white with Cat rental decals
Engine	EPA Tier 4 Interim technology Cat C7.1 ATAAC heavy duty diesel engine Electronic ADEM™ A4 controls 12VDC energized to shutdown solenoid
Exhaust System	Cat Clean Emissions Module and integrated silencer with flexible connectors
Fuel System	350 gal fuel tank, UL listed, double wall, 24 hr runtime @ 100% prime rating Fuel cooler, primary fuel filters with integral water separator, and engine mounted secondary Switch operated electric priming pump Interconnected three way fuel for switching between remote and integral tank
Generator	Three-phase, random wound, 12-lead design, 0.667 pitch Screen protected and drip proof, self regulating, brushless generator with fully interconnected damper windings, IC06 cooling system and sealed for life bearings Class H insulation with coastal insulation protection. Windings are impregnated in a triple dip, thermo-setting moisture, oil and acid resisting polyester varnish. Heavy coat of anti-tracking varnish for additional protection against moisture and condensation Permanent magnet provides 350% short circuit, enhanced motor starting and non-linear performance 120VAC anti-condensation heater Cat digital voltage regulator (Cat DVR) with VAR/PF control
Product Link Asset Monitoring	Product Link functionality features include: <ul style="list-style-type: none"> • Total Hours and Total Fuel Consumption • GPS Location • Geo-Fencing • kWh Measurement • Start/Stop Times • Events and Diagnostic (via supported datalink)
Lube System	Lubricating oil system including pump, integral oil cooler, lube oil, filter, open crankcase breather with filter Oil drain line with internal valve routed to connection point accessible from exterior 500 hour oil change intervals
Mounting System	Generator set soft mounted to the heavy duty, fabricated steel base frame using captive anti-vibration pads between the generator set and base-frame to ensure complete isolation of rotating assemblies Base frame includes integral fuel tank and provides 110% spill containment of all engine fluids
Starting System	Single 12V electric starting motor on engine One 12V-1000 CCA Cat brand maintenance free battery with disconnect switch, battery rack, and cables Glow plugs fitted on the engine
General	Factory testing of standard generator set and complete power module Full manufacturer's warranty O&M manuals
	OPTIONAL EQUIPMENT
Available Options	Canadian Standards Authority certification (CSA) Transport Canada compliant fuel tank (IBC CGSB43) Tandem axle trailers with either hydraulic or electric brakes



XQ 200 RENTAL

TECHNICAL DATA

CAT GENERATOR	ENGINE
Frame Size LC5034H	ManufacturerCaterpillar
Pitch 0.667	Model.....C7.1
No. of poles 4	Type4-cycle
Excitation Static regulated brushless PM excited	Cylinder configurationIn-line 6
Number of bearings..... Single bearing, close coupled	Displacement – L (cu in)7.01 L (427.7 in ³)
Insulation..... Class H	Bore – mm (in) 105mm (4.13 in)
Enclosure Drip proof IP23	Stroke – mm (in) 135 mm (5.3 in)
Alignment Pilot shaft	Compression ratio..... 16.5:1
Overspeed capability – % of rated125% of rated	Engine RPM 2200
Voltage regulator 3 phase sensing with Volts-per-Hertz	Aspiration..... ATAAC
Voltage regulation..... Less than ± 1/2% voltage gain	Fuel system MEU1™-C
Adjustable to compensate for engine speed droop and line loss	Governor type ADEM A4
Wave form deviation 2%	Fuel..... Requires ULSD
Telephone Influence Factor (TIF)..... Less than 50	
Harmonic Distortion (THD)..... Less than 5%	

Materials and specifications are subject to change without notice.

Generator Set Technical Data	Units	60Hz	60Hz
		Standby	Prime
Power Rating	kW (KVA)	200 (250)	182 (227.5)
Performance Specification		DM	DM
Lubricating System			
Oil pan capacity	L (gal)	16(4.3)	16(4.3)
Fuel System			
Fuel consumption			
100% Load	L/hr (gal/hr)	59.5 (15.7)	53.1 (14.0)
75% Load	L/hr (gal/hr)	44.6 (11.8)	39.8 (10.5)
50% Load	L/hr (gal/hr)	29.8 (7.9)	27.8 (7.3)
Fuel Tank Capacity	L (gal)	1295 (350)	1295 (350)
Running time @ 75% rating	Hr	29	33
Cooling System			
Ambient Capability	°C (°F)	43	43
Engine & Radiator coolant capacity	L (gal)	28 (7.6)	28 (7.6)
Engine coolant capacity	L (gal)	11.5 (3.1)	11.5 (3.1)
Air Requirements			
Combustion air flow	m ³ /min (cfm)	14.3 (505)	13.6 (480.3)
Maximum dirty air cleaner restriction	kPa (in H ₂ O)		
Exhaust System			
Exhaust flow at rated	m ³ /min (cfm)	N/A	13.1 (462.6)
Exhaust temperature at rated kW – dry exhaust	°C (°F)	506 (942.8)	N/A
Noise Rating (with enclosure)*			
@ 7 meters (23 feet)	dB(A)	71	71
Emissions (Tier 4 interim regulation)			
NOx	g/hp-hr	1.9	1.9
CO	g/hp-hr	.2	.2
HC	g/hp-hr	.02	.02
PM	g/hp-hr	.005	.005

Model XQ200	Length mm (in)	Width mm (in)	Height mm (in)	Weight kg (lb)	
				Lube Oil & Coolant – Empty Fuel Tank	4,053 (8,916)
				Fuel Tank 200 Gallons of Fuel	4,701 (10,346)
XQ200 w/o chassis	4,083 (161)	1,401 (52)	2,162 (85)	Full Fuel Tank	5,300 (11,660)
XQ200 w/ chassis	6,019 (237)	2,235 (88)	2,577 (101)	Chassis Weight Addition	916 (2,016)

XQ 200 RENTAL

CONTROL PANEL

FEATURES

- EMCP 4.2 engine operator interface
- Battery charger indicator
- Fuel level display
- Idle /rated switch
- Panel light momentary pushbutton
- Voltage adjust potentiometer
- Regeneration alarm indications for DPF 80% soot level and high exhaust temperature
- Coolant alarm
- Emergency stop pushbutton
- Alarm horn
- Convenient service access for Cat (service tools not included).

EMCP 4.2 ENGINE OPERATOR INTERFACE

- Controls
 - Run/Auto/Stop
 - Speed Adjust
 - Cool-down timer
 - Emergency Stop
 - Cycle crank
- Engine Monitoring:
 - RPM
 - Operating hours
 - Coolant Temperature
 - DC Volts
 - Oil pressure
 - Oil Temperature
- True RMS AC metering, 3 phase
 - L-L volts, L-N volts, phase amps
 - Average volts, Amps, Frequency
 - kW, kVA, kVAR, kW-hr, %kW
 - Power Factor (Average, Phase)
 - kW-hr, kVA-hr (total)
- Shutdowns with common indicating light for:
 - Low oil pressure
 - High Coolant Temp
 - Failure to Start (Overcrank)
 - Emergency stop
 - Overspeed
 - High Oil Temp
 - Low Coolant level
- Fuel level monitoring and control.

EMCP 4.2 GENERATOR PROTECTIVE RELAYING

- Generator protective features provided by EMCP 4.2
 - Phase over/under voltage (Device 27/59)
 - Over/Under frequency (Device 81 O/U)
 - Reverse Power (Device 32/32RV)
 - Current Balance (46)
 - Overcurrent (Device 50/51) (GCB trip unit)
 - Loss of Excitation (Device 40) (Cat DVR)
 - Generator Phase Sequence



DISTRIBUTION PANEL

- One 4 pole 800 A MCCB, with 12 VDC shunt trip coil activated on any monitored engine or electrical
- Under-voltage release NEMA 1 steel enclosure with hinged lockable door with clear Plexiglas window
- Bus bars are sized for full load capacity of the generator set at 0.8 power factor.
- Includes ground bus, tin-plated copper, for connection to the generator frame ground and field ground cable.
- Customer convenience panel with multiple output receptacles:
 - 1 – 125V, 30 A single phase auxiliary supply
 - 2 – 240V, 50A California style Twist Lock.
 - 2 – 120/208V, 20A Twist Lock.
 - 2 – 120V, 20A Duplex Receptacles with GFI..
- CamLock distribution system
- Consistent 120VAC output from GFCI receptacles independent of bus bar voltage

AC DISTRIBUTION

- Provides 120 VAC for all module accessories.
- Includes controls to de-energize jacket water heaters, battery charger, and generator space heater when the engine is running.



XQ 200 RENTAL

RATING DEFINITIONS AND CONDITIONS

Meets or Exceeds International Specifications:

CSA 22.0 No. 100, IEC60034-22, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-16, UL1004B, NEC, CEC, 2006/42/EEC, 2006/95/EC, 2004/108/EC, 2000/EC/14, UL142, UL601, IBC CGSB43, API 546, EGSA 101P, IEEE 43, DEFRA, UL1741, NFPA 99/110, OSHA, 97/68/EC, BS4999, BS5000, IEC60034-5

Fuel Rates are based on fuel oil of 35o API {16oC (60oF)} gravity having an LHV of 42780 kJ/kg (18390 Btu/lb) when used at 29oC (85oF) and weighing 838.9 g/liter (7.001 /b/U.S. gal). Additional ratings may be available for Specific customer requirements, contact your Caterpillar Representative for details. For information regarding Low Sulfur fuel and biodiesel capability, consult your Cat Dealer.

Standby – Applicable for supplying continuous electrical power (at variable load) in the event of a utility power failure. No overload is permitted on these ratings. The generator on the generator set is peak prime rated (as defined in ISO852 at 30° C (86° F).

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO0346 standard conditions.

Prime – Applicable for supplying continuous electrical power (at variable load) in lieu of commercially purchase power. There is no limitation on the annual hours of operation and the generator can supply 10% overload power.

Information contained in this publication may be considered confidential. Discretion is recommended when distributing. CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identify used herein, are trademarks of Caterpillar and may not be used without permission

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Extended Protection Quote Confirmation

Quote Number : 1690238080317

Customer Quote

Quote Status : Draft-NOT ACCEPTED

Quote Date : 07/24/2023

Price Expiration Date : 12/31/2023

Customer Information :

Dealer Information :

PETERSON PWR
 2828 TEAGARDEN ST
 PO BOX 5258
 SAN LEANDRO
 CALIFORNIA
 94577-5700
 UNITED STATES
 541-514-8972
 ampodesta@petersoncat.com
 Tony Podesta

Product Information :

Model : XQ230

Serial# :

Type : Published

Emissions Control Indicator : TIER4_STAGEIIIB_IV

Coverage	P/L	Duration	Usage	Deductible	Amount
ESC AFTERTREATMEN T DPF	PARTS AND LABOR	36 Months	6000 Hours	0.00	680.00
ESC AFTERTREATMEN T DPF	PARTS AND LABOR	48 Months	8000 Hours	0.00	930.00
ESC AFTERTREATMEN T DPF	PARTS AND LABOR	60 Months	8000 Hours	0.00	1,060.00
ESC AFTERTREATMEN T SCR	PARTS AND LABOR	36 Months	6000 Hours	0.00	680.00
ESC AFTERTREATMEN T SCR	PARTS AND LABOR	48 Months	8000 Hours	0.00	930.00
ESC AFTERTREATMEN T SCR	PARTS AND LABOR	60 Months	8000 Hours	0.00	1,060.00
ESC GENSET PLATINUM PLUS	PARTS AND LABOR	36 Months	6000 Hours	0.00	5,160.00
ESC GENSET PLATINUM PLUS	PARTS AND LABOR	48 Months	8000 Hours	0.00	7,080.00
ESC GENSET PLATINUM PLUS	PARTS AND LABOR	60 Months	8000 Hours	0.00	8,130.00

Other:

Administration Fee

Late Fee

Tax

Total Customer Amount

Currency

0.00

USD

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Extended Protection Quote Confirmation

Quote Number : 1690238080317

Customer Quote

Additional Comments :

Notes:

1. This quote is a non-binding price indication.
2. All deductibles are displayed in USD.
3. Goods & Services Tax (GST) is not included.
4. Coverage for New machines / engines starts on the product Delivery Date and runs concurrent with Machine / Engine Standard Warranty.
5. Late Fees may apply to Engine Extended Service Coverage (ESC) cost(s) at the time of Enrollment.

Customer Signature

Date

Dealer Signature

Date

Thank you for your business!

TERMS AND CONDITIONS

These Terms and Conditions are specifically for Caterpillar commercial engines and/or generator sets and are an important part of Provider's continuing effort to provide Customer with superior value and product support. These Terms and Conditions govern the terms of coverage outlined in the Registration Certificate and taken together constitute the Extended Service Coverage Contract ("Contract").

I. DECLARATIONS

This Contract defines coverage for the Cost, less any applicable Deductible, per failure, of a Mechanical Breakdown under normal use during the Coverage Period due to a defect in material or factory workmanship of Covered Components. This Contract is subject to the applicable exclusions listed under **Section VI. EXCLUSIONS AND LIMITATIONS.**

This Contract should be purchased on the Covered Equipment's original purchase date from an Authorized Dealer. Certain fees, penalties and coverage availability limits may apply for Contracts requested after the original purchase date.

For **New Extended Service Coverage (ESC)**, the Coverage Period under this Contract starts at the Delivery Date of the Covered Equipment. No claim will be paid until this Contract is registered. Pre-existing claims, claims originating prior to the registration of this ESC, will not be paid.

For **Advantage ESC**, the Coverage Period under this Contract starts:

- The date of successful completion of the Advantage Certification Inspection for Covered Equipment not awaiting resale; or
- Within twelve (12) months from the original date of the Advantage Certification Inspection for Covered Equipment in dealer inventory awaiting resale, or
- On the date of transfer of coverage from an Authorized Dealer to Customer.

Under this Contract, coverage Upgrade or Coverage Continuation for New or Advantage ESC starts at the date of registration of the changed coverage for claims reimbursement. Pre-existing claims, prior to the registration of the coverage Upgrade or Coverage Continuation, that would not have been paid under the original coverage, will not be paid. In the event a pre-existing claim is paid in error, Provider will recover the full amount paid and assess an Administrative Fee of ten percent (10%) of the amount paid in error.

Major items that are serialized with unique model nomenclature, such as switchgear, automatic transfer switches or uninterruptible power supplies, each require a separate contract.

II. DEFINITIONS

"Advantage ESC" means extended service coverage available for Covered Equipment outside the standard factory warranty period, but before an overhaul.

"Aftertreatment" is a general term for a reduction device or system installed to reduce regulated engine exhaust emissions. The systems may or may not be mounted on the engine. Aftertreatment is comprised of the following:

- **"DPF"** means diesel particulate filter, which is an Aftertreatment component included in the Technical Marketing Information (TMI) as-shipped consist or Order Invoice with Engineering Breakdown. The DPF and related systems are designed to reduce Particulate Matter (PM) emissions levels. DPF coverage must be ordered with engine coverage and can be ordered in

combination with SCR coverage.

- **"SCR"** means selective catalytic reduction system, which is an Aftertreatment component included in the Technical Marketing Information (TMI) as-shipped consist or Order Invoice with Engineering Breakdown. The SCR and related urea-based diesel exhaust fluid systems are used to reduce Oxides of Nitrogen (NOx) emissions levels in engines. SCR coverage must be ordered with engine coverage and can be ordered in combination with DPF coverage.
- **"DOC"** means diesel oxidation catalysts, which is an Aftertreatment component designed to convert carbon monoxide (CO) and hydrocarbons into carbon dioxide (CO2) and water. The DOC can be used as a standalone component or in conjunction with a SCR and/or DPF.

"Authorized Dealer" means a dealer authorized by the Manufacturer to sell, service and repair Covered Equipment.

"Authorized Representative" means a representative authorized by Provider to act on Provider's behalf.

"Caterpillar" means Caterpillar Inc. and any of its direct or indirect subsidiaries.

"Cost" means the usual and customary charges as determined by the Manufacturer for parts, labor, and other allowances necessary to repair or replace the Covered Components. Replacement parts will be genuine Caterpillar manufactured parts, when performing repairs. Genuine Caterpillar parts include new, remanufactured or Caterpillar approved repaired components.

"Coverage Fees" means the amount paid for the ESC.

"Coverage Period" means the period that commences with the Coverage Start Date and expires when the duration or usage hours, as specified on the Registration Certificate, are reached, whichever occurs first.

"Coverage Start Date" begins on the Delivery Date of the Covered Equipment for NEW ESC and on the date of the completed Advantage Inspection Certification of the Covered Equipment for Advantage ESC.

"Covered Component" means the components listed and identified for the appropriate level of coverage in **Section XV. COVERED COMPONENTS**.

"Covered Equipment" means the equipment identified by serial number for this Contract as recorded on the Registration Certificate and accepted by Provider.

"Customer" means Customer name on this Contract.

"Deductible" is the amount Customer agrees to pay per failure for a Mechanical Breakdown.

"Delivery Date" is the beginning date of the Caterpillar standard factory warranty period to the initial user for new product.

"Eligibility Start Date" means the date on which a Customer is eligible to sign up for ESC, which is the date of delivery of Covered Equipment for New ESC, or the date of inspection for Advantage ESC.

"ESC" means extended service coverage, which provides protection for Customer against unexpected repair Costs for Covered Components, as further described in this Contract.

"Manufacturer" means Caterpillar Inc. or any of its subsidiaries that manufacture Covered Equipment.

"Mechanical Breakdown" means the failure, due to a defect in material or workmanship, of any Covered Component to work as it was designed to work in normal service, provided it has received customary maintenance as recommended in the Manufacturer's Operation & Maintenance Manual (OMM).

"New ESC" means extended service coverage available for Covered Equipment within the standard factory warranty period.

"OEM" means original equipment manufacturer, which can include Manufacturer [or other manufacturers].

"Pre-Existing Claim" is a claim filed for a failure which occurred prior to the execution of this Contract and prior to registration of ESC for the Covered Equipment.

"Provider" means the entity issuing this Contract and further defined in **Section XIII. PROVIDER**.

"Repairer" means a business entity approved or authorized as a repair facility by Manufacturer or an Authorized Dealer.

"Registration Certificate" means page one (1) of this Contract, or as generated by the Contract administrator's quoting and registration platform.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the United States (U.S.) government, including those administered by the Office of Foreign Assets Control of the U.S. Department of Treasury or by the U.S. Department of State; or (b) the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom.

"Sanctioned Person" means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, or (II) any person owned or controlled by any such person.

"Upgrade" or **"Coverage Continuation"** is a change to one or more of the existing Contract terms that results in a higher price for the coverage.

"Warranty" or **"Warranties"** means the Manufacturer's standard factory warranty or a Repairer's guarantee or warranty.

III. PROVIDER RESPONSIBILITIES

- When a Mechanical Breakdown occurs, Provider will reimburse the Cost, less any applicable Deductible, to repair, replace or rebuild the Covered Component, and to the extent such Mechanical Breakdown causes damage to the Covered Equipment, Provider will reimburse the Cost, less the Deductible, to repair, replace or rebuild the Covered Equipment, this Cost not to exceed Caterpillar's list price for the equivalent Covered Equipment. This work will be reimbursed at normal working hour labor rates at a Repairer's place of business.
- Provider will provide, at Provider's choice, new, remanufactured or repaired components when replacing or repairing any Covered Components. Further, Provider will also reimburse for any component with a Caterpillar part number that is rendered unserviceable by a Covered Component and/or Mechanical Breakdown and reasonable labor to complete the repair.
- Provider will restore the Covered Equipment to its operating condition immediately prior to the Mechanical Breakdown by repairing and/or replacing only the required Covered Components and

any component with a Caterpillar part number that was rendered unserviceable as a consequence of the Mechanical Breakdown, which would be necessary to correct the defect in the Covered Equipment.

- Provider will reimburse the reasonable labor to disconnect and reconnect the Covered Equipment to its attached equipment, mounting, and support systems, if required. Other parts or components removed in the process of the repair will be reinstalled as is, unless Customer authorizes and pays the additional expense to repair or replace the other parts.
- Provider will also pay the reasonable Costs of any consumables made unusable as a result of a Mechanical Breakdown.
- Provider will reimburse applicable transportation and importation Costs at standard factory warranty approved levels.

IV. CUSTOMER RESPONSIBILITIES

- Customer shall operate, repair, and perform all recommended maintenance for the Covered Equipment according to the guidelines and recommendations as specified in the Manufacturer's OMM.
- Customer shall utilize an Authorized Dealer for all scheduled oil sampling (S.O.S.) as specified in the Manufacturer's OMM, by submitting samples promptly with necessary sample information at the specified service intervals, and take the appropriate action as recommended by Authorized Dealer based on the S.O.S. results.
- Customer shall be responsible for labor and material Costs for the removal and reinstallation of Covered Equipment, except as stated in **Section III. PROVIDER RESPONSIBILITIES**, or in **Section XVI. ADDITIONAL COVERAGE**, if applicable.
- Customer shall be responsible for all Costs not covered by this Contract.
- Customer shall be responsible for maintaining reasonable documentation of all scheduled maintenance and repairs of the Covered Equipment, such as receipts or copies of work orders or invoices from Repairers or Authorized Dealers showing the maintenance and services performed pursuant to the Manufacturer's OMM recommendations. In the event of a Mechanical Breakdown, Customer may be required to present documentation of scheduled maintenance and repairs.
- Customer shall only use the Covered Equipment for its intended application and shall follow guidelines of the Manufacturer's OMM.
- Customer shall ensure operators have training on proper operation of the Covered Equipment and follow guidelines of the Manufacturer's OMM.
- Customer shall confirm that neither Customer, nor any of Customer's respective directors, officers or employees, or any guarantor of this Contract, or to Customer's knowledge, any agent or subsidiary of Customer's that will act in any capacity in connection with or benefit from this Contract and the services hereunder, is at any time identified as a Sanctioned Person.
- Customer shall assume full responsibility for any damages and associated repair Costs attributable to any failure associated with operating a generator set in Emergency Override System (EOS) mode. Further, Customer will defend, indemnify and hold harmless Caterpillar and the Dealer and their respective parents, affiliates, subsidiaries, successors, directors, officers, employees, and agents from and against all third-party claims, actions, demands, damages and liabilities of any kind arising out of or related to operation of the generator set in EOS mode.

In the event of a failure of the Covered Equipment, Customer shall:

- Take all reasonable steps to protect and safeguard the Covered Equipment.
- Report the failure promptly to Provider or a Repairer.
- Promptly make the Covered Equipment available to a Repairer for examination and repairs and provide proof of this Contract by presenting Customer's copy of the Registration Certificate.
- Furnish Provider or a Repairer with such information as may be reasonably required to assess the failure.
- Provide needed documentation or information upon request.

V. COVERAGE TERRITORY

This Contract applies to Covered Equipment worldwide except when coverage provided by this Contract would be in violation of Sanctions. In such case, this Contract shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of coverage or any claim that would be in violation of Sanctions shall be null and void.

VI. EXCLUSIONS AND LIMITATIONS

This Contract does not cover a failure caused by:

- Wear-out and normal deterioration in performance, including oil consumption and gasket or seal leaks;
- Wear-out or failure of components due to (i) operation beyond the design and/or capacity of the product, (ii) operator abuse, (iii) improper operation technique, or (iv) application not approved by Caterpillar;
- Corrosion and physical or mechanical erosion;
- Operating equipment with improper, contaminated, or improper levels of fuel, fluids, coolants, lubricants, or the use of improper filters;
- Repairer workmanship;
- Modifications, unless the modifications were authorized at the request of Manufacturer and performed at an approved repair facility;
- Abuse, neglect, or any failure to inspect, observe and comply with maintenance and servicing practices, specifications, intervals and requirements recommended or directed by the Manufacturer or Provider;
- Any failure to test oil samples according to an oil sampling program or analysis (including infrared analysis) as recommended or directed by the Manufacturer;
- Failure of a component which is not a Covered Component;
- Resultant damage caused by a component, which is not a Covered Component; including filter failures, clogging or blockage;
- Use or establishment of fuel settings for Covered Equipment which are inconsistent with settings recommended by Provider or the Manufacturer; or
- Operating the product at performance settings other than the standard Manufacturer specification.

This Contract also does not pay for the Costs arising from:

- Acts of God, acts of nature, acts of war, vermin, collision, fire, theft, vandalism, riot, or explosion;
- Performance-related complaints, including, but not limited to, adjustments to fuel settings or fuel

injectors/nozzles;

- The supply or consumption of lube oils, grease, coolant or air conditioner refrigerant, unless otherwise provided in this Contract or agreed by Provider;
- Any Costs incurred to improve operation performance;
- Any Costs for load or performance testing, even when Caterpillar guidelines call for such testing following a covered repair;
- Work associated with performing a Product Improvement Program (PIP) or Product Support Program (PSP);
- Any loss of or damage to a Covered Component occurring or arising outside the coverage territory, as stated in **Section V. COVERAGE TERRITORY**;
- Routine maintenance items, normally scheduled preventive maintenance, or maintenance services as explained in the Manufacturer's OMM, including but not limited to, valve lash adjustments or replacements of filters, fuel nozzles, fuel injectors, thermostats, seals, gaskets, hoses, vee-belts, batteries, and clutches;
- Storage of Covered Equipment;
- Miscellaneous shop supplies;
- Steel shims and cast-iron block inserts;
- Clamps and other fasteners not specified in **Section XV. COVERED COMPONENTS**
- Any Costs associated with Mechanical Breakdowns covered under any Warranty whether enforceable or not; including Emissions Warranty or Repairer's guarantee regardless of whether the Warranty or Repairer's guarantee is honored;
- Parts shipping charges and service charges unless provided by coverage type as described in **Section XVI. ADDITIONAL COVERAGE**;
- Any and all taxes;
- Any Costs associated with loss of time, inconvenience, downtime or downtime-related expenses or other incidental or consequential loss;
- Physical damage not related to Mechanical Failure;
- Any repairs if the service meter has been stopped or altered or misrepresents the Covered Equipment's actual usage;
- Reimbursement for meals or overnight lodging;
- Failures associated with enclosures, containers, undercarriage, ladders, lights, wheels, axles, brakes, tires, sound attenuation, sound reduction, material, insulation, stabilizing jacks, fire suppression, and fire extinguishers;
- Contingent damage to component(s) which were not part of the original factory consist;
- Failure or damage to the generator set incurred as a result of operating the generator set in EOS mode;
- Additional Cat components installed by the Original Equipment Manufacturer (OEM), any Cat dealer, any authorized second level dealer or Customer after the in-service date of the engine, except where specified under **Section XV. Covered components**; or
- OEM components made a part of the Caterpillar factory as-shipped consist of the generator set through the Design to Order (DTO) process are not covered unless Caterpillar has given prior written approval to include the OEM components in the coverage.

Failure to provide reasonable documentation of required maintenance, as required in **Section IV. CUSTOMER RESPONSIBILITIES** may result in partial or non-payment of claim.

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Coverage may be discontinued if an overhaul to the Covered Equipment becomes necessary as defined by key measures explained in the Manufacturer's OMM for the model and application, as indicated on the Registration Certificate. These key measures include, but are not limited to, valve recession, oil consumption, blow by, Scheduled Oil Sample (S.O.S) recommendations, total fuel consumed or service hours.

VII. UPGRADE OR COVERAGE CONTINUATION

Subject to the limitations outlined in this Section, Customer may Upgrade or extend the following terms of coverage indicated on Customer's Registration Certificate:

- Coverage level (Silver, Gold, Platinum, or Platinum Plus),
- Coverage months (Duration),
- Coverage hours (Usage), or
- Deductible level.

Eligibility guidelines for a coverage upgrade are as follows:

A. For New ESC:

1. An Upgrade to the coverage level or Deductible level is eligible during the Covered Equipment's standard factory warranty period.
2. An increase to the coverage months or hours (Coverage Continuation) or a decrease in Deductible amount is eligible any time while under standard factory warranty or an active ESC.

B. For Advantage ESC:

1. Upgrades in coverage level are not permitted.
2. An increase to the coverage months or hours Coverage Continuation or a decrease in Deductible amount is eligible any time during the active ESC up to specified limits. Restrictions apply.

Changes to the existing Contract terms may require Provider's approval, may result in additional testing requirements, and will result in an adjustment in price for the program coverage.

Provider reserves the right to deny an Upgrade request based on the claims' history of the Covered Equipment.

This Contract's terms cannot be reduced once enrolled.

VIII. TRANSFER OR ASSIGNMENT OF EXTENDED SERVICE COVERAGE

The remaining coverage of this Contract may be transferred or assigned to subsequent owners, at Provider's sole discretion and at no extra charge provided the usage application is not different and the transfer or assignment would not violate Sanctions. The new owner of the Covered Equipment must present a copy of the current Registration Certificate to Provider within thirty (30) days of the transfer of the Covered Equipment's title and Provider may approve the transfer or assignment of the coverage.

IX. TERMINATIONS AND REFUNDS

- Customer may cancel this Contract by providing written notice of intent to cancel and returning this Contract to the Contract administrator. Cancellation will be effective on the date the Contract

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- administrator receives the written cancellation notice.
- Refund and Administration Fee. If Provider receives Customer's written cancellation notice and returned this Contract within ten (10) days of the registration signature date as indicated on the bottom of the Registration Certificate, Provider will provide a refund in the amount of the Coverage Fees, less any claims paid and less a \$125.00 administration fee.
 - If Provider receives Customer's written cancellation notice and returned this Contract more than ten (10) days after the registration signature date, as indicated on the bottom of the Registration Certificate, the pro-rated refund will be based on the lesser of months or hours of unused coverage less any claims paid and less a \$125.00 administration fee. If Provider receives Customer's written cancellation notice and returned this Contract more than thirty (30) days after the registration signature date, as indicated on the bottom of the Registration Certificate, Customer's refund will be reduced a further ten percent (10%).
 - No refund is available if coverage is transferred or assigned to a subsequent owner.
 - Provider may cancel this Contract without notice for the following reasons:
 - The Coverage Fee for this Contract has not been paid by Customer;
 - The standard factory warranty has been cancelled or voided;
 - Customer has substantially breached Customer's duties relating to the Covered Equipment or its use; or
 - Caterpillar or Provider determine that continuing this Contract would result in a violation of Sanctions.
 - If there is a material misrepresentation in the Registration Certificate, Provider may void this Contract without written notice and Customer will not be charged the Coverage Fee.
 - Provider may cancel this Contract without notice if the condition of an overhaul occurs. In the case of an overhaul occurring, Customer may receive residual Contract value as calculated above and applied to the continuation of coverage under the Overhaul (OVH) ESC Contract for Caterpillar Commercial Engines. The new term of coverage under the OVH ESC program may be selected per available terms if OVH ESC eligibility requirements have been met.

In the event Provider cancels this Contract, Provider will return any pro-rated refund, if applicable, based on the lesser of months or hours of unused coverage, less any claims paid, and less a \$125.00 administration fee.

X. DISCLAIMERS

- Provider responsibilities and Customer remedies under this Contract are limited to the provisions as specified herein.
- Provider disclaims any expressed or implied warranties in connection herewith including any warranty of merchantability or fitness for a particular purpose.
- Provider is not responsible for incidental or consequential damages, except as stated in **Section III. PROVIDER RESPONSIBILITIES.**
- Replacement parts furnished under the terms of this Contract are covered under the applicable replacement parts warranty.
- This Contract does not supersede the Emissions Warranty for emissions-related components.
- Misrepresentation of the Covered Equipment's eligibility for ESC, or the actual accumulated miles, kilometers, hours, fuel burn or age shall result in cancellation of this Contract by Provider or non-payment of a claim, as determined by Provider.
- Provider shall be entitled to all other remedies.

XI. CUSTOMER ASSISTANCE

For the U.S. and Canada, when a problem arises concerning the operation of Customer's Covered Equipment or concerning the service of Customer's Covered Equipment, the problem will normally be managed by the Authorized Dealer in Customer's area.

Customer satisfaction is a primary concern of Caterpillar and Provider's Authorized Dealers. If a problem has not been handled to Customer's complete satisfaction, follow these steps:

- 1) Discuss the problem with a manager from Provider's Authorized Dealer.
- 2) If the problem cannot be resolved at the Authorized Dealer level without additional assistance, contact a service representative with the Contract administrator (Service Representative) at 1-888-614-4328.

Outside the U.S. and Canada, if a problem arises concerning the operation of Customer's Covered Equipment or the service of Customer's Covered Equipment, Customer should contact the nearest Authorized Dealer or Service Representative.

XII. PRIVACY NOTICE

Provider or its Authorized Representative may collect Customer's name, address, phone number, payment information, product data (including geolocation and operational data) and email address ("Personal Data") from Customer to complete and process the Registration Certificate and to administer this Contract.

Provider may collect non-public Personal Data and other data necessary for Customer's Contract coverage from the following sources:

- 1) Information that Provider receives from Customer on registrations, applications or other forms, such as Customer's name, address, assets and income;
- 2) Information about Customer transactions with Provider, Provider's subsidiaries, Provider's affiliates (received only with Customer's express consent), Authorized Representative; and
- 3) Information from a Consumer reporting agency.

Provider processes Personal Data for the following purposes:

- 1) To execute and administer this Contract, including processing of claims;
- 2) To administer additional services requested in conjunction with this Contract;
- 3) To respond to Customer inquiries and provide customer support;
- 4) To enforce Provider's rights in the case of Customer default under this Contract or a breach by Customer of any of its responsibilities or obligations;
- 5) To comply with legal and regulatory obligations;
- 6) To conduct surveys, including through electronic means, to ascertain Customer satisfaction with Provider's coverage and services;
- 7) To contact Customer with details of Customer's existing or expiring coverage; and
- 8) To contact Customer with details of products and services offered by Provider and other parties.

In addition to the purposes outlined above, data may be de-identified, in which case it is no longer Personal Data, and may be processed for other purposes.

In order to process Personal Data, Provider may rely on different legal basis, including:

- 1) The necessity for completion of pre-contractual measures, executing and administering a contract, and exercising Provider's rights thereunder;
- 2) The necessity for Provider to comply with legal obligations;
- 3) The necessity to pursue legitimate interests, including to improve the products and services Provider offers to Customer and to provide Customer with information about the products and services that Provider offers; and
- 4) Customer consent. If Provider relies on Customer consent as a legal basis for processing Customer data, Customer may withdraw consent at any time.

Provider will share Personal Data with third parties, including the Contract administrator, located in the United States of America (U.S.A.) who acts as a data controller and may process Customer Personal Data for any of the above referenced purposes. Customer may obtain additional details on the specific measures the Contract administrator uses to ensure compliance with applicable data protection requirements, and to maintain the security and protection of Customer data, by accessing the Contract administrator's global privacy notice (<https://www.caterpillar.com/dataprivacy>).

The failure to provide Personal Data would in some cases have the consequence that this Contract is not concluded, including:

- 1) Where processing is necessary to the administration of this Contract or the conducting of pre-contractual measures; and
- 2) Where processing is necessary to fulfil Provider's legal and regulatory obligations or to exercise Provider's legal rights.

XIII. PROVIDER

In the United States (U.S.) and its territories of Guam, America Samoa, the Northern Mariana Islands and U.S. Minor Outlying Islands: The Provider of this Contract is Caterpillar Inc.

In Canada excluding Alberta: The Provider of this Contract is the Cat Dealer.

In Alberta, Canada: The Provider of this Contract is Caterpillar of Canada.

In All Other Countries and the U.S. territories of Puerto Rico and the U.S. Virgin Islands: The Provider of this Contract is the Cat Dealer.

XIII.A. NOTICE FOR U.S. CONTRACTS ONLY

Obligations of the Provider under this Contract are backed only by the full faith and credit of the Provider (issuer) and are not guaranteed under a Contract reimbursement insurance policy.

XIV. ENDORSEMENTS, APPLICABLE TO U.S.A. ISSUED SERVICE CONTRACTS ONLY

In Georgia: Paragraph IX. **TERMINATIONS AND REFUNDS** the subparagraphs Refund and Administration Fee and Cancellation by Provider are replaced by the following:

- **Refund and Administration Fee.** If Customer cancels this Contract, the pro-rated refund will be based upon the lesser of months, miles or hours of unused coverage provided.
- **Cancellation by Provider.** Provider may only cancel this Contract for fraud, material misrepresentation or non-payment. If Provider cancels this Contract, Provider will give written notice of cancellation at least:

- 1) Ten (10) days before the effective date of cancellation if Provider cancels for non-payment of Coverage Fees or,
- 2) Thirty (30) days before the effective date of cancellation if Provider cancels for any other reason. The pro-rated refund will be based upon the lesser of months, miles or hours of unused coverage provided.

In Hawaii: Paragraph IX. **TERMINATIONS AND REFUNDS**, the subparagraph Cancellation by Provider is replaced by the following:

- **Cancellation by Provider.** Upon cancellation of a service contract by the Provider, the Provider, at least five days prior to cancellation, shall mail to the contract holder at the contract holder's last known address, a written prior notice of cancellation that states the effective date of the cancellation; provided that prior notice under this subsection shall not be required if cancellation is for:
 - Nonpayment of the Provider's fee for the service provided under the service contract;
 - A material misrepresentation by the contract holder to the Provider; or
 - A substantial breach of duties of the contract holder under the service contract, relating to a covered product or its use.

In Hawaii and Wyoming: Paragraph IX. **TERMINATIONS AND REFUNDS**, the subparagraph Refund and Administration Fee is replaced by the following:

- **Refund and Administration Fee.** If no claims have been made under this Contract delivered at the time of sale and Customer cancels this Contract by returning it to Provider within twenty (20) days of purchase, Customer's refund shall be the Coverage Fees, or between twenty (20) and thirty (30) days of purchase, Customer's refund shall be the Coverage Fees less a \$25.00 administration fee. If Customer cancels this Contract by returning it to Provider after thirty (30) days from purchase, the pro-rated refund will be based on the lesser of months, miles or hours of unused coverage provided less any claims paid and a \$25.00 administration fee. No refund is available if coverage is transferred or assigned to a subsequent owner. A ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Contract was returned to Provider.

In Wisconsin: Paragraph IX. **TERMINATION AND REFUNDS** the subparagraphs Refund and Administration Fee and Cancellation by Provider are replaced by the following:

- **Refund and Administration Fee.** If Customer cancels this Contract by returning it to Provider within fifteen (15) days after Customer receives this Contract, Customer's refund shall be the Coverage Fees less a \$35.00 administration fee. If Customer cancels this Contract by returning it to Provider after fifteen (15) days from the date Customer receives this Contract, the pro-rated refund will be based on the lesser of months, miles or hours of unused coverage provided less a \$35.00 administration fee. If Provider cancels this Contract, Provider will provide Customer with written notice and Provider will not deduct any claims paid from Customer's refund. A ten percent (10%) penalty shall be added to the refund if not paid within thirty (30) days from the time this Contract was returned to Provider. All other terms and conditions apply.
- **Cancellation by Provider.** Provider may cancel this Contract with written notice to Customer and return to Customer the pro-rated refund based on the lesser of months, miles or hours of unused coverage provided and a \$25.00 administration fee for the following reasons: the Coverage Fee for this Contract has not been paid by Customer, the standard factory warranty has been canceled or voided, or a substantial breach of duties by Customer relating to the Covered Equipment or its use.

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If there is a material misrepresentation with intent to deceive by Customer in the Registration Certificate, Provider may void this Contract with written notice and Customer will not be charged the Coverage Fee.

XV. COVERED COMPONENTS

Silver and Gold Covered Components: Covered Components under Silver and Gold levels of ESC are listed in the table attached as **Exhibit A**. If a component is not specifically listed in **Exhibit A**, it is not covered under Silver or Gold levels of ESC.

Platinum Level Covered Components: All as-shipped consist from the factory with Caterpillar part numbers, including DOC (when DOC is not part of a DPF) are Covered Components with the exception of the following: DPF and SCR, filters, fluids, vee-belts, hoses, power take-offs, paint, batteries, and clutches. New replacement EMCP control panels with Cat part numbers installed on electric power generator sets by an authorized dealer are covered components.

Platinum Plus Level Coverage Components: All as-shipped consist from the factory with Caterpillar part numbers including DOC (when DOC is not part of a DPF) are Covered Components with the exception of the following: filters, fluids, vee-belts, hoses, power take-offs, paint, batteries and clutches. Platinum Plus also covers additional components with Caterpillar part numbers that are installed by an Authorized Dealer and accepted by the Contract administrator through the Platinum Plus Additional Coverage Component List and Approval Verification form, LEYH0001. New replacement EMCP control panels with Cat part numbers installed on electric power generator sets by an authorized dealer are covered components.

ESC Aftertreatment DPF and/or ESC Aftertreatment SCR component coverage is optional and additional to the base engine coverage and is for the specified system. ESC Aftertreatment DPF and/or ESC Aftertreatment SCR is the same for Silver, Gold, Platinum, and Platinum Plus. If purchased with engine coverage, travel time and mileage extend to these optional Aftertreatment coverages.

Aftertreatment DPF and/or ESC Aftertreatment SCR must be ordered with the engine coverage and will have the same start and end date as the engine coverage.

ESC Aftertreatment DPF Component Coverage is for the original as-shipped consist, which includes the DPF / DOC and housing, radio frequency antennas, back pressure sensors, regeneration system and DPF-related electronic components, but excludes consumable and normal wear items (e.g., clamps, catalyst and filter substrate), and filter cleaning.

ESC Aftertreatment SCR Component Coverage is for the original as-shipped consist, which includes the SCR catalyst, AMOX catalysts, reactor housing, mixing pipe, Urea-based diesel emission fluid injection system hoses, nozzle or injector, pump, tank, NOx sensor, sensors and SCR-related electronic components, but excludes consumable and normal wear items (e.g., fluids, clamps, catalyst substrate).

It is the responsibility of the Authorized Dealer to provide the following documents to Caterpillar:

- 1) A copy of the ESC Registration Certificate and
- 2) The approval list of Caterpillar components, complete with the Caterpillar part numbers.

These documents will become part of the permanent history of the Covered Equipment.

XVI. ADDITIONAL COVERAGE

Travel Time & Mileage Limitations, per claim where applicable by industry and coverage:

Displacement	Silver, Gold & Platinum	Platinum Plus
4 liters or less	Up to 2 hours and 100 miles / 162 kilometers travel allowance	Up to 10 hours and 500 miles / 802 kilometers travel allowance
Greater than 4 liters and up to 7.5 liters	Up to 4 hours and 200 miles / 325 kilometers travel allowance	
Greater than 7.5 liters	Up to 8 hours and 320 miles / 515 kilometers travel allowance	

Emergency Freight:

Emergency freight reimbursement up to \$500.00 is available with all levels of ESC when a dealer is unable to obtain the Covered Component replacement part(s) required to complete a repair through the normal regional distribution channel.

Rental Allowance for Standby Applications: Standby Platinum Level Coverage: Additional allowance is granted if repairs cannot be completed within 96 hours of the Authorized Dealer technician's initial visit for the covered Mechanical Breakdown due solely to the nature of the Mechanical Breakdown or Cat's inability to supply the required repair components. The dollar allowance for Rental Generator set expenses, from an Authorized Dealer is defined as the reasonable and customary rental charge, mileage and the necessary labor for connection and disconnection to Customer facility of the Rental Generator set from the closest Authorized Dealer.

- For Cat generator sets up to 4 liters, the maximum dollar allowance is \$2,500 (USD).
- For Cat generator sets greater than 4liters and up to 7.5 liters displacement the maximum dollar allowance is \$5,000 (USD).
- For Cat generator sets greater than 7.5 liters and up to 34 liters displacement, the maximum dollar allowance is \$10,000 (USD).
- For Cat generator sets greater than 34 liters displacement, the maximum dollar allowance is \$15,000 (USD).

The following items are included as additional coverage under Platinum Plus level ESC only, subject to the limitations outlined herein.

Remote Troubleshooting:

Remote Troubleshooting Fees, up to a maximum of \$50.00 per claim, will be covered under Platinum Plus coverage only when a failed component is identified and repaired as part of the report.

Additional Disconnect and Connect Allowance:

Electric Power engines registered in Platinum Plus level ESC, will receive up to a maximum of \$1,500.00 additional allowance for labor to remove and reinstall Covered Components from the Covered Equipment, mounting and support systems, subject to the review and agreement by the Contract administrator, in its sole discretion, of the reasonableness of the additional labor Costs. This additional labor allowance may be applied to OEM components, which are required to be removed and reinstalled to complete the covered repair. This allowance supersedes **Section IV. CUSTOMER RESPONSIBILITIES** regarding

removal and reinstallation.

Overtime Allowance:

For Covered Equipment registered in Platinum Plus level coverage up to \$3,000.00 in overtime labor may be claimed for the incremental Cost of performing the repair outside of normal business hours, subject to the review and agreement by the Contract administrator, in its sole discretion, of the plausibility that the work could not be done within normal business hours. Incremental labor Cost hours must be in consecutive shifts to standard labor hours. This allowance modifies **Section III. PROVIDER RESPONSIBILITIES**, regarding repairs being done during normal business hours. This allowance is payable when it is not reasonably practical for the covered repair to be completed during normal business hours. Refer to industry addendum for incremental Costs reimbursement allowed.

Crane and Rigging Allowance for Standby Applications:

Standby Platinum Plus Level Coverage: Additional allowance for crane and rigging expense is granted if repairs cannot be completed within 48 hours of the Authorized Dealer technician's initial visit for the covered Mechanical Breakdown due solely to the nature of the Mechanical Breakdown or Cat's inability to supply the required repair components. The allowance for crane and rigging expenses is covered only if the crane and rigging is required to more cost effectively access the failed unit to perform covered repairs.

- For Cat generator sets with engines less than 7.5 liters displacement, the dollar allowance is \$1,000 (USD).
- For Cat generator sets with engines greater than or equal to 7.5 liters and up to 34 liters displacement, the dollar allowance is \$5,000 (USD).
- For Cat generator sets with engines greater than 34 liters displacement, the dollar allowance is \$12,500 (USD).

Rental Allowance and Standby Platinum Plus Level Coverage

Additional coverage is granted if repairs cannot be completed within 48 hours of the Authorized Dealer technician's initial visit for the covered Mechanical Breakdown due solely to the nature of the Mechanical Breakdown or Cat's inability to supply the required repair components. The dollar allowance for Rental Generator set expenses from and Authorized Dealer is defined as the reasonable and customary rental charge, mileage, and the necessary labor for connection and disconnection to Customer facility of the Rental Generator set from the closest Authorized Dealer.

- For Cat generator sets up to 4 liters, the maximum allowance is \$5,000 (USD).
- For Cat generator sets greater than 4 liters and up to 7.5 liters displacement the maximum dollar allowance is \$10,000 (USD).
- For Cat generator sets greater than 7.5 liters and up to 34 liters displacement, the maximum dollar allowance is \$20,000 (USD).
- For Cat generator sets greater than 34 liters displacement, the maximum dollar allowance is \$40,000 (USD).

XVII. EXTENDED SERVICE COVERAGE CONDITIONS

New ESC Eligibility Requirements:

For Covered Equipment with or without a known Delivery Date, the eligibility period ends on the last day

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of the standard factory warranty period. A late fee is added to units registered more than three hundred sixty-five (365) days after the Delivery Date recorded in the Caterpillar warranty system.

New ESC Hours of Use Limits:

In addition to the general hour limits described below, certain other factors may limit the maximum hours of use during the Coverage Period. These factors include, but are not limited to, fuel quality, altitude of operation, and other conditions of application severity. Generator sets in Standby Applications shall not exceed 500 hours per year during the Coverage Period.

Covered Equipment in all applications shall not exceed the following limits based on engine displacement:

Hours	Displacement
6,000	Less than 4 liters
8,000	Equal to or greater than 4 liters and less than 7.5 liters
10,000	Equal to or greater than 7.5 liters and less than 22 liters
15,000	Equal to or greater than 22 liters and less than 34 liters
25,000	Equal to or greater than 34 liters

New ESC Years of Coverage Period Limits:

New ESC shall not extend beyond sixty (60) months from the Delivery Date of the Covered Equipment. For generator sets in Standby Applications New ESC shall not exceed 10 years from the Delivery Date of the Covered Equipment.

Advantage ESC Eligibility Requirements:

Electric Power Advantage ESC and Usage Eligibility Requirements are:

Advantage ESC Eligibility Requirements for Standby Applications

- 1) Initial registration, Upgrade or Coverage Continuation requirements. The Covered Equipment must:
 - a. Be less than four (4) years from Delivery Date and accumulated less than 3,000 hours total use; or
 - b. Be currently enrolled in a New ESC or Advantage ESC program and be less than 10 years since the build date of the Covered Equipment, or
 - c. Be currently covered by an Authorized Dealer Customer Support Agreement (CSA) that ensures all preventative maintenance items are completed at the intervals described in the Operations and Maintenance Manual for the Covered Equipment, prior to registration and be less than 10 years since the build date of the Covered Equipment, or
 - d. Successfully complete an Advantage inspection by an Authorized Dealer - reference form LEEE3239.

- 2) Age and hours of use limits: The equipment must be less than 25 years from the Delivery Date when the Coverage Period expires. Additionally, the total number of hours from Delivery Date (Advantage ESC hours stated on the Registration Certificate plus total hours of operation prior to registration) cannot exceed the following hour limits based on engine displacement:

255

Hours	Displacement
6,000	Less than 4 liters
8,000	Equal to or greater than 4 liters and less than 7.5 liters
10,000	Equal to or greater than 7.5 liters and less than 22 liters
15,000	Equal to or greater than 22 liters and less than 34 liters
25,000	Equal to or greater than 34 liters

- 3) During the coverage period: An Authorized Dealer CSA that ensures all preventive maintenance items are completed at the intervals described in the Operations and Maintenance Manual for the Covered Equipment is required for the duration of the ESC for contract eligibility.

Advantage ESC Eligibility Requirements for Prime Applications

- 1) Initial registration, Upgrade or Coverage Continuation requirements. The Covered Equipment must:
- a. Be less than four (4) years from Delivery Date and accumulated less than 3,000 hours total use since new; or
 - b. Be currently enrolled in a New ESC or Advantage ESC program and be less than 10 years since the build date of the Covered Equipment; or
 - c. Have successfully completed an Advantage inspection by an Authorized Dealer - reference form LEEE3239.

- 2) Age and hours of use limits: To qualify for Advantage ESC for Prime applications, the generator set must be less than 10 years from the Delivery Date when the Coverage Period expires. Additionally, the total number of hours from Delivery Date (Advantage ESC hours stated on the Registration Certificate plus total hours prior to registration) cannot exceed the following hour limits based on engine displacement:

Hours	Displacement
6,000	Less than 4 liters
8,000	Equal to or greater than 4 liters and less than 7.5 liters
10,000	Equal to or greater than 7.5 liters and less than 22 liters
15,000	Equal to or greater than 22 liters and less than 34 liters
25,000	Equal to or greater than 34 liters

- 3) During the coverage period: All Covered Components must pass inspection or be replaced at the proper intervals as prescribed in the manufacturer's Operation and Maintenance Manual by an Authorized Dealer to qualify for continued coverage under this ESC Contract.

IMPORTANT NOTICE: All Covered Components must pass inspection or be replaced at the proper intervals as prescribed by the Manufacturer's OMM by an Authorized Dealer to qualify for continued coverage under this Contract.

Customer's failure to follow the Manufacturer's OMM may result in denial of claims.

"THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

Exhibit A
ENGINE COMPONENT ESC MATRIX
January 1, 2021

Coverage Items	Silver	Gold	Coverage Items	Silver	Gold
COOLING SYSTEM			AIR INDUCTION & EXHAUST		
Thermostat Housing	Yes	Yes	Exhaust Manifolds, Studs & Gaskets	Yes	Yes
Water Manifold Housing	Yes	Yes	Inlet Air Heater Relay	Yes	Yes
Jacket Water Pre-cooler	Yes	Yes	Intake Manifold	Yes	Yes
Jacket Water Pump	No	Yes	Turbocharger (including mounting hardware, lines, wastegate)	No	Yes
FUEL SYSTEM			SHORT BLOCK		
Steel and Stainless Steel Fuel Lines	Yes	Yes	Cylinder Block Casting	Yes	Yes
Fuel Shutoff Solenoid (diesel only)	Yes	Yes	Freeze Plugs	Yes	Yes
Fuel Injectors (diesel only)	No	Yes	Crankshaft	Yes	Yes
Spark Plug Extension (gas only)	Yes	Yes	Crankshaft Rod, Main & Thrust Bearings	Yes	Yes
Ignition Transformer (gas only)	Yes	Yes	Connecting Rod Assembly	Yes	Yes
Throttle (gas only)	Yes	Yes	Piston, Wrist Pin, Retainer Clip & Piston Rings	Yes	Yes
LUBRICATION SYSTEM			Piston Cooling Jet Tubes	Yes	Yes
Oil Pan	Yes	Yes	Cylinder Liner, Seals & Filler Band	Yes	Yes
Engine Oil Pump	Yes	Yes	Main Bearing Cap Bolts	Yes	Yes
Oil Cooler Housing & Core/Bonnet	Yes	Yes	CYLINDER HEAD		
Oil Filter Base	Yes	Yes	Cylinder Head Casting, Sleeves, Bolts & Gaskets	Yes	Yes
ELECTRICAL SYSTEM			Freeze Plug	Yes	Yes
ITSM (gas only)	Yes	Yes	Spacer Plate & Spacer Plate Gasket	Yes	Yes
Control Module (ECM)	Yes	Yes	Intake & Exhaust Valve (all related parts)	Yes	Yes
Sensors: All Engine Sensors	Yes	Yes	Roller Follower	Yes	Yes
FRONT & REAR COVERS			Valve Mechanism, Rocker Arm, Brackets, Push Tube	Yes	Yes
Front Covers / Plate / Housing /Gears (& Gaskets)	Yes	Yes	Bridge Dowels, Adjusting Screws, Nuts & Shaft	Yes	Yes
Vibration Damper	Yes	Yes	Valve Cover & Base	Yes	Yes
Flywheel Housing & Gasket	Yes	Yes	Camshaft, Camshaft Bearings, Key, Gear	Yes	Yes
ALTERNATOR END (where applicable)			Camshaft Rear Cover/Seal	Yes	Yes
Alternator (including rotor, stator, exciter, bearings & coupling)	Yes	Yes	MISCELLANEOUS		
Generator Controls (Including EMCP, Operator Interface Mounted on Generator)	No	Yes	Cat Bolts Attaching Covered Components	Yes	Yes
Power Center (including circuit breakers, voltage regulators, bus bar)	No	Yes			

Note: Components not specifically listed in the coverage matrix are not covered under Silver or Gold level ESC.

Note: Platinum and Platinum Plus coverages are defined in Section XV. COVERED COMPONENTS.

Distribution: Original Customer Copy ___ CAT Dealer Copy ___

LEEE6228-25
 Supersedes LEEE6228-24
 January 1, 2021

Port of Brookings Harbor Purchase Order

4388

Date: 8-3-23

Vendor/Contractor: IRON EAGLE TRAILERS

Payment Terms:

Vendor Address: _____

Paid w/ Credit Card

Vendor Phone #: _____

Charged to Account

GL Account: Service Supply Equipment Repair/Maintenance

Quantity	Items / Description	Item Price	Subtotal
1	FLATBED TRAILER 14,000# GVWR		\$9,005.00

TOTAL: \$9,005.00

Memo / Project
PW-189
OEM / FEMA 75% = \$6,753.75
BUSINESS ORGW 25% = \$2,251.25

Fund Account: General Fund Capital Projects Port Construction Fund

Department: Marina/Administration RV Park Fuel Dock Grants Commercial Retail

Purchasing Agent: GARY DEHLINGER
Print Name

Port Manager Initials: _____


Signature

Port



214 14 NE Sandy Blvd Bldg B3
PO Box 2090
Fairview, OR 97024
Phone: 503-667-9358
Fax: 503-674-8538

INVOICE

Invoice Number: 48977
Invoice Date: Aug 3, 2023
Sales Order No: 13334
Page: 1

Bill To: Port of Brookings Ha
Port of Brookings Harbor
16330 Lower Harbor Rd
Brookings, OR 97415

Phone: 541-661-7280 Brent
Phone:
Fax:
Brent@PortOfBrookingsHarbor.com

Ship to:
Port of Brookings Harbor
16330 Lower Harbor Rd
Brookings, OR 97415

Purchase Order Number	Shipping Method	Ship Date	Payment Terms	Due Date
	T-Geoff Bird		\$500 Deposit/Bal on	8/3/23

Qty	Item	Description	VIN	Each	Amount
		*** Current lead time from order to completion is 3 weeks***			
1.00	TTitan14k20-ee	Titan Series Deckover Flatbed Trailer, 8'-6x20', Brakes on Both Axles 8L-82, 14,000# GVWR, Black Wheels, Does NOT include Ramps or Ramp Storage***BLACK***	5L6GX20D1PF017308	7,745.00	7,745.00
1.00	KRS-Titan	Ramp Storage Assembly for Titan Series Flatbed trailers		240.00	240.00
2.00	WLR TITAN 7ft	Ladder-Ramp Titan Series 7ft		120.00	240.00
1.00	Freight	Delivery - To: 16330 Lower Harbor Rd, Brookings Oregon		780.00	780.00
0.00		Mailing Check #0468 in the amount of \$9005.00			

Total Invoice Amount	9,005.00
Payment/Credit Applied	
Balance Due	9,005.00

Check/Credit Memo No:

RECEIVED: _____ DATE: ___/___/___

260



21414 NE Sandy Blvd Ste B3
 PO Box 2090
 Fairview, OR 97024
 Office 503-667-9358
 Fax 503-674-8538

QUOTE

Quote Number: 1186
 Quote Date: Aug 3, 2023
 Page: 1

Quote To: Port of Brookings Ha
 Port of Brookings Harbor
 16330 Lower Harbor Rd
 Brookings, OR 97415
 541-661-7280 Brent
 Brent@PortOfBrookingsHarbor.com

Customer ID	Good Thru	Payment Terms	Shipping Method
Port of Brookings Ha	9/2/23	\$500 Deposit/Bal on Completion	T-Geoff Bird

Qty	Item	Description	Each	Amount
		*** Current lead time from order to completion is 3 weeks***		
1.00	TTitan14k20-ee	Titan Series Deckover Flatbed Trailer, 8'-6x20', Brakes on Both Axles 8L-82, 14,000# GWWR, Black Wheels, Does NOT include Ramps or Ramp Storage***BLACK***	7,745.00	7,745.00
1.00	KRS-Titan	Ramp Storage Assembly for Titan Series Flatbed trailers	240.00	240.00
2.00	WLR TITAN 7ft	Ladder-Ramp Titan Series 7ft	120.00	240.00
1.00	Freight	Delivery - To: 16330 Lower Harbor Rd, Brookings Oregon	780.00	780.00



TOTAL 9,005.00

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Phone: (503) 667-9358
 FAX: (503) 674-8538
 Web: www.IronEagleTrailers.com

Hours: 9am to 5pm Monday - Friday
 10am to 2pm Saturday
 Address: 21414 NE Sandy Blvd. #B-3
 Fairview, OR 97024

You Won't Find A Better Trailer For Less!

Titan

S E R I E S



TT10k18

Standard features on all sizes:

- Box Tube Frame (Superior Warranty)**
- 8'-6" Overall Width**
- 2 5/16" Ball Coupler**
- Pressure Treated - Douglas Fir Decking**
- Side and End Loading Capability**
- 17-21 Stake Pockets (Depending on Size)**
- Heavy Duty Drop Leg Tongue Jack - Rated 8000 lbs**
- Ultra-Lube Wheel Bearing Maintenance System**
- High Intensity LED Lighting**
- Rear Loading Stabilizers**
- Choice of frame colors: (Black or Charcoal)**

Our heavy duty Titan Series deckover trailer is designed with versatility in mind. This trailer can be used to transport ATV's, inflatable rafts, snowmobiles and all types of palletized material. With the features and quality you are used to seeing on an Iron Eagle Trailer, our Titan Series is the best value in the industry.

W x L	MODEL#	Options & Specifications on Back	COST
8½ x 14	Titan7k14	15" wheels w/ 6 ply rated bias tires - 2-5/16 adjustable coupler	\$5,050
8½ x 16	Titan7k16	15" wheels w/ 6 ply rated bias tires - 2-5/16 adjustable coupler	\$5,370
8½ x 18	Titan7k18	15" wheels w/ 6 ply rated bias tires - 2-5/16 adjustable coupler	\$5,680
8½ x 20	Titan7k20	15" wheels w/ 6 ply rated bias tires - 2-5/16 adjustable coupler	\$5,990
8½ x 14	Titan10k14	15" wheels w/ 8 ply rated radial tires - 2-5/16 adjustable coupler	\$5,890
8½ x 16	Titan10k16	15" wheels w/ 8 ply rated radial tires - 2-5/16 adjustable coupler	\$6,230
8½ x 18	Titan10k18	15" wheels w/ 8 ply rated radial tires - 2-5/16 adjustable coupler	\$6,590
8½ x 20	Titan10k20	15" wheels w/ 8 ply rated radial tires - 2-5/16 adjustable coupler	\$6,880
8½ x 14	Titan14k14	16" wheels w/ 10 ply rated radial tires - 2-5/16 adjustable coupler	\$6,690
8½ x 16	Titan14k16	16" wheels w/ 10 ply rated radial tires - 2-5/16 adjustable coupler	\$7,095
8½ x 18	Titan14k18	16" wheels w/ 10 ply rated radial tires - 2-5/16 adjustable coupler	\$7,430
8½ x 20	Titan14k20	16" wheels w/ 10 ply rated radial tires - 2-5/16 adjustable coupler	\$7,745

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Iron Eagle Trailers Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 2090

6 City, state, and ZIP code
Fairview, OR 97024

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

9	3	-	1	3	1	9	0	0	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *[Handwritten Signature]*

Date ▶ *Aug 4, 2023*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



203



Brent Ferguson <brent@portofbrookingsharbor.com>

C BAR C - BIG TEX

1 message

Crystal Peterson <Crystal@silverspringstrucking.com>

Tue, Aug 1, 2023 at 10:29 AM

To: "BRENT@PORTOFBROOKINGSHARBOR.COM" <BRENT@portofbrookingsharbor.com>

Hi Brent,

I have attached the spec sheet for the 14OA and the 22PH.

Please note that the 22PH is rated at 23,900 and we would be about 8 weeks out and the cost for that trailer is \$19,100

The 14OA-20' is \$9500 and we have it in stock. This trailer comes with 8' slide in ramps and is rated at 14,000 gwvr.

Please let me know if you have any questions or need anything else. 😊

Thanks,

Crystal Peterson

O.541-826-5600 EXT.1

C.541-840-6994

www.cbarctrailers.com



2 attachments

14OA pg 1.pdf
297K

22PH pg1.pdf
327K

264

140A HEAVY DUTY OVER-THE-AXLE BUMPERPULL

G.V.W.R.	14,000#	AXLE	(2) 7,000# Quick Lubricating w/Electric Brakes
G.A.W.R. (Ea. Axle)	7,000#	BUSINESSION	Multi-Leaf Slipper Spring w/Equalizer
COUPLER	Adjustable 2-5/16" 18,000# Demco EZ Latch- BP	TIRE	ST235/80 R-16 Load Range E
SAFETY CHAINS	1/4" Grd. 70 w/Safety Latch Hook (2 each)	WHEEL	16" x 6"; Black Mod, 8 Bolt
JACK	12,000# Drop Leg Jack-Top Wind	FLOOR	2" Treated Pine or Douglas Fir*
TONGUE	Integral w/ Frame (8" I-Beam, 10#)	LIGHTS	L.E.D. D.O.T. Stop, Tail, Turn & Clearance
FRAME	8" I-Beam, 10#	ELEC. PLUG	7-Way RV
CROSSMEMBERS	3" x 3.5" Channel	FINISH (Prep)	Steel Is Cleaned to Ensure a Professional Smooth Finish.
BIDE RAILS	5" Channel	FINISH	Superior Quality Finish Is Applied for a Highly Decorative and Protective Finish.
CARGO CONTROL	Rub Rail on Both Sides w/ Stakepockets 24" On Center		

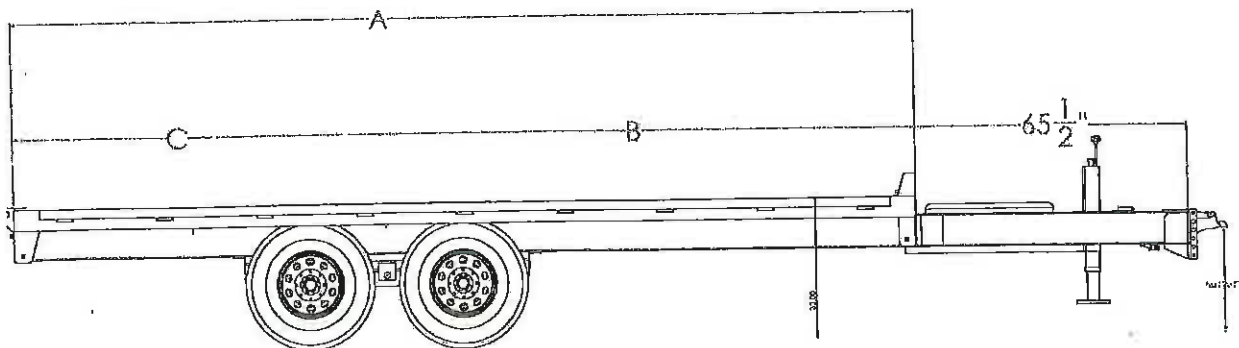
* Douglas Fir Available from Caldwell, ID Facility Only

STANDARD FEATURES

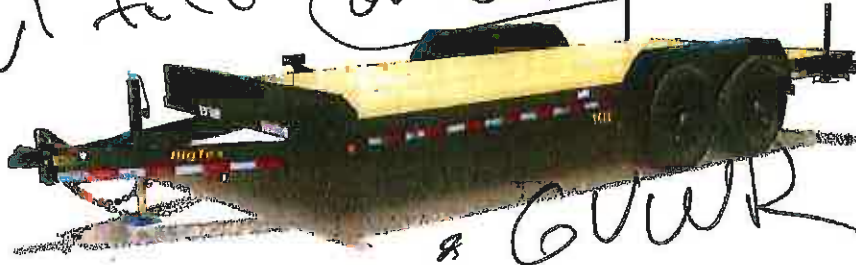
- Rubrail and Stakepockets Along Sides
- Storage Tray In Tongue
- Adjustable 2-5/16" Demco EZ Latch Coupler
- Tongue Integral with Frame for Added Strength
- 12,000# Drop Leg Jack (Top Wind)
- Quick Lubricating Hubs
- Premium Brand Axles
- Cambered Axles
- Forward Self-Adjusting Electric Brakes on All Hubs
- Grommet Mount Sealed Lighting
- L.E.D. Lighting Package
- Sealed, Modular Wiring Harness
- Spare Tire Mount (In Tongue Area)
- Complete Break-A-Way System w/Charger
- Zip™ Breakaway Cable
- Radial Tires

DESCRIPTION

Dimensions			
Length	A	B	C
16'	183-1/2"	115"	78-1/2"
18'	217-1/2"	127"	90-1/2"
20'	240"	138"	102"
22'	264"	150"	114"



↑ Gravel
↑ Power tilt (over fixed)



↑ GVWR

Model	Weight	Description	MSRP
14EE-1B	2,830#	83" x 18' 14K Tandem Axle Equipment Trailer	\$7,578.95
14EE-20	2,830#	83" x 20' 14K Tandem Axle Equipment Trailer	\$7,759.40

*Weights shown are for base models without options and are estimates only

\$6,900.-

OPTIONAL EQUIPMENT

Category	Code	Description	MSRP
COUPLERS	AP	Adjustable Pintle In Channel In Lieu of Coupler	\$0.00
TIRE/WHEEL	SP	Spare Tire (ST235/80 R-18 LR-E)	\$329.31
RAMPS	5FUR	5' Stand Up Ramps	\$150.38

Economy Model — No Additional Options Available

QUICK CONFIG

SKU	Color	Included Option(s)	MSRP
14EE-18BK	Black	83" X 18'; 5' Rear Slide-In Ramps (STD)	\$7,578.95
14EE-18BK6FUR	Black	83" X 18'; 6FUR	\$7,728.32
14EE-20BK	Black	83" X 20'; 5' Rear Slide-In Ramps (STD)	\$7,759.40
14EE-20BK6FUR	Black	83" X 20'; 6FUR	\$7,908.77

↑ Oregon Trailers
541 952-1007

→ Deck Over ~~11K~~

20"
22"

→ 16" OC. CROSS member

→ 10K Jack

2160

14EE TANDEM AXLE EQUIPMENT

G.V.W.R.	14,000#
G.A.W.R. (Ea. Axle)	7,000#
COUPLER	Adjustable 2-5/16" 18,000# Demco EZ Latch
SAFETY CHAINS	3/8" Grd. 70 w/Safety Latch Hook (2 ea)
JACK	8,000# Drop Leg Jack-Top Wind
TONGUE	6" Channel Fold Back/Wrap
TOP RAIL	3/16" Fabricated Front Stop Rail
FRAME	6" Channel
CROSSMEMBERS	3" Channel
UPRIGHTS	None
FENDERS	9" x 72" 14 Ga. Diamond Plate Double Square Broke w/Back (Removable)

AXLE	(2) 7,000# Quick Lubricating w/Electric Brakes
SUSPENSION	Multi-Leaf Slipper Spring w/Equalizer
TIRE	ST235/80 R-16 Load Range E
WHEEL	16" x 6"; Black Mod, 8 Bolt
FLOOR	2" Treated Pine or Douglas Fir*
LIGHTS	L.E.D. D.O.T. Stop, Tail, Turn & Clearance
ELEC. PLUG	7-Way RV
FINISH (Prep)	Steel is Cleaned to Ensure a Professional Smooth Finish.
FINISH	Superior Quality Finish is Applied for a Highly Decorative and Protective Finish.

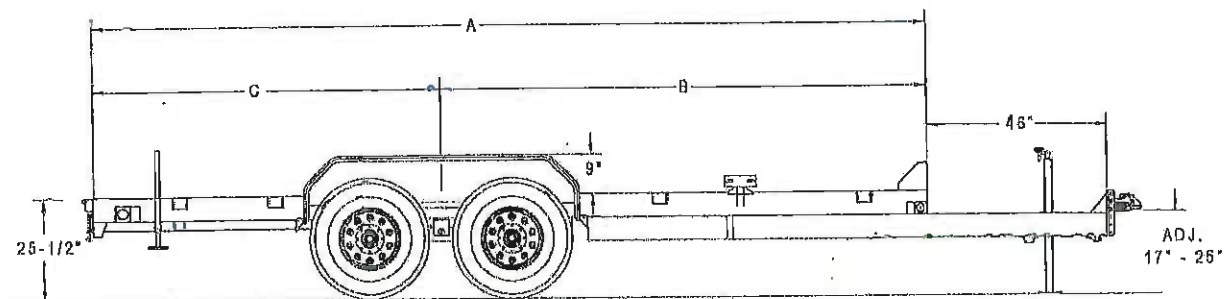
* Douglas Fir Available from Caldwell, ID Facility Only

STANDARD FEATURES

- Stake Pockets Along Sides
- 5' Rear Slide in Ramps Ramps
- Rear Stabilizer Stands (w/ Slide-In Ramps Only)
- Adjustable 2-5/16" Demco EZ Latch Coupler
- Fold Back/Wrap Tongue
- 8,000# Drop Leg Jack- Top Wind
- Fabricated Front Stop Rail
- Quick Lubricating Hubs
- Premium Brand Axles
- Forward Self-Adjusting Electric Brakes on All Hubs
- Cambered Axles
- Double Broke Diamond Plate Fenders (Removable)
- Grommet Mount Sealed Lighting
- L.E.D. Lighting Package
- Sealed Modular Wiring Harness
- Spare Tire Mount
- Complete Break-A-Way System w/Charger
- Zip™ Breakaway Cable
- Radial Tires

DESCRIPTION

Dimensions			
Length	A	B	C
18'	217-1/2"	128-1/2"	88"
20'	240"	144"	96"



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Quote Only
Oregon Trailers LLC
 A Limited Liability Co of Delaware

90711 Roberts Road
 Coburg, OR 97408
 Dealer Phone: (541) 952-1007

Ref # 10612
 Date: 07/28/2023
 Sales Person: Cami Neisen
 Sales Person Email: 541@oregontrailers.com

Customer: Port of Brookings Harbor 16330 Lower Harbor Rd Brookings, OR 97415 (541) 661-7280 Email: brent@portofbrookingsharbor.com	Bill To:
--	-----------------

Description of Purchase			
STOCK #	YEAR MAKE MODEL	VIN	PRICE
9095	2023 PJ F822 22'X8" I-BEAM DECKOVER	3CV1C2925P2660447	\$9,999.00

Optional Equipment & Accessories

Trade In

Trade 1:	Odometer:	Allowance: \$0.00	Payoff: \$0.00
VIN#			
Lien Holder:			

Selling Price Summary	
Sales Price	\$9,999.00
	N/A \$0.00
	N/A \$0.00
Trade Allowance(s)	\$0.00
Optional Equipment & Accessories	\$0.00
Net Selling Price	\$0,000.00
	DMV Fees \$0.00
	VITU Fees \$0.00
	Labor Fee \$70.00
	Dealer Fee \$0.00
	Freight Fee \$150.00
	Transfer Fee \$0.00
	Credit Card Fee \$0.00
	Excise Tax \$0.00
	Sales Tax \$50.00
	Trade Payoff(s) \$0.00
Total Amount Due	\$10,200.00
	Less Down Payment \$0.00
	Less Deposit \$0.00
Balance or Amount Financed	\$10,200.00

Terms & Conditions

****Please Note:** The price quoted above is not intended as a firm offer to sell the trailer at such price, but merely as a preliminary indication of the price at which such trailers are selling or will sell. Price subject to change upon final delivery.**

New vehicle buyer's guide: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. For "AS-IS" Sale Only: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. SOLD AS IS WITH LIMITED WARRANTY. ALL PRIOR ORAL STATEMENTS, NEGOTIATIONS, COMMUNICATIONS, OR REPRESENTATIONS ABOUT THE PRODUCTS SOLD HEREUNDER ARE SUPERSEDED BY THIS BILL OF SALE/BUYER'S ORDER, AND, IF NOT EXPRESSLY STATED HEREIN, ARE NOT BINDING. *NO LIABILITY INSURANCE INCLUDED*

****If this is a quote, it is valid for 24 hours****

**** Deposits are Non-Refundable****

****Credit/Debit card fees 2% in person 4% over the phone****

Manager Signature	Date	Buyer Signature	Date	Buyer Signature	Date
-------------------	------	-----------------	------	-----------------	------

268

Oregon Trailers - Coburg

Phone: 5419521007

30711 Roberts Rd

Coburg, OR 97408

Email: sales@oregontrailers.com



— TRAILERS LLC —



payload 10,080 lbs.

2023 PJ Trailers F822 Deckover Trailer

Stock#: 9095	VIN#: 3CV1C2925P2660447	Year: 2023
Manufacturer: PJ Trailers	Width: 102" or 8'6"	Length: 264" or 22'0"
Weight: 3920	GVWR: 14000	Color: BLACK
#Axles: 2		
URL: https://oregontrailers.com/2023-pj-trailers-f822-deckover-trailer-XDUo.html		

Price	\$10,900.00
Sale Price	\$9,999.00

Description

- Sand Blasted, Acid Washed, Powder Coated
- Tandem 7000lb Axles w/5 Year Axle Warranty
- 4 - 235/80R16 Radial Tires (3,520 lb)
- Rubrail & Stake Pockets
- Electric Breakaway Kit w/ Charger
- DOT Reflective Tape
- Tool Tray In Tongue
- 6' 6" Slide In Ramps w/ Holders
- 8" x 10 lb. I-Beam Tongue
- 8" x 10 lb. I-Beam Main Frame
- 3" Channel Crossmembers 16" on Center
- 2" Treated Pine Lumber Deck
- 102" Wide Deck
- 2 x 6 x 1/8" Square Tubing Outer Deck Frame
- DOT approved Flushmount Lifetime LED Lights
- Amper Side Turn Flashers
- All-Weather Wiring Harness (7-way RV)
- Spare Tire Mount

*16" OC. Crossmembers
* Primer + Powder coat*



Brent Ferguson <brent@portofbrookingsharbor.com>

SHD822-20KDO 22' 20K DECKOVER

1 message

Hardcastles Trailer Sales <hardcastletrailers@yahoo.com>

Fri, Jul 28, 2023 at 11:51 AM

To: "BRENT@PORTOFBROOKINGSHARBOR.COM" <BRENT@portofbrookingsharbor.com>

THIS IS WHAT OUR REP SENT US

Trailer weight will be right around the 5000 lb mark. Crossmembers are closer to 14-16". Especially around the wheels. We can upgrade and do 12" on center. Wouldn't add too much to the overall cost.

Frame and suspension

- 6" channel mainframe
- 4" channel crossmembers
- 10" channel sub-frame
- Break away system
- 82" ramps
- Front bumper
- 10,000 tandem braking axle dually
- 2-5/16" adjustable coupler

Additional standard features

- 12k drop leg jack
- Rub rails
- Chain tray
- Stake pockets
- Mud flaps
- Rear stabalizer stands
- Led lights
- Sealed wire harness
- Pressure treated wood deck
- St235/80r/16e radial tires
- Spare tire mount

PRICE
15,000.00

\$16K

THANKS
JOEL
HARDCASTLE TRAILERS
541-826-5300

INVOICE



Frontier Trailer Sales & Service

5013 Washburn Way
 Klamath Falls, OR 97603
 Phone 541-883-2003 Fax 541-885-7907
 www.frontier-trailersales.com

SALESPERSON	PETE FITZGERALD
DATE/INVOICE#	07/31/2023
VIN #	T.B.D.

NAME:	PORT OF BROOKINGS HARBOR		
ADDRESS:	16330 LOWER HARBOR RD.		
	BROOKINGS, OR.		97415
PHONE:	541-469-2218	(BRENT)	

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2023 FAB FORM	FLAT DECK OVER EQUIPMENT TRAILER W/ REAR RAMPS	\$9250.00	
HD822-14K			
	SPARE TIRE & MOUNT	N / C	
	WT. 3300 LBS		
	G.V.W.R. 14000 LBS		
	Privilege Tax	\$46.25	
	Document Fees	N / A	
	DMV	N / A	
	TOTAL	\$9296.25	
	Down Payment		
	Balance Due		
	Final Payment		

PAID BY:

THANK YOU FOR YOUR
 BUSINESS!

INVOICE



Frontier Trailer Sales & Service

5013 Washburn Way
 Klamath Falls, OR 97603
 Phone 541-883-2003 Fax 541-885-7907
 www.frontier-trailersales.com

SALESPERSON	PETE FITZGERALD
DATE/INVOICE#	07/31/2023
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NAME:	PORT OF BROOKINGS HARBOR		
ADDRESS:	16330 LOWER HARBOR RD.		
	BROOKINGS, OR.		97415
PHONE:	541-469-2218	(BRENT)	

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2023 FAB FORM	FLAT DECK OVER EQUIPMENT TRAILER W/ REAR RAMPS	\$13,700.00	
HD822-20K			
	SPARE TIRE & MOUNT	N / C	
	WT. 5000 LBS	G.V.W.R. 20000 LBS	
	Privilege Tax	\$68.50	
	Document Fees	N / A	
	DMV	N / A	
	TOTAL	\$13,768.50	
	Down Payment		
	Balance Due		
	Final Payment		
PAID BY:			

THANK YOU FOR YOUR
 BUSINESS!

PORT OF BROOKINGS HARBOR

Procurement Request

Project Name: FEMA PW-189 Dredging Contract No. _____

<input checked="" type="checkbox"/> Purchase Agreement	<input type="checkbox"/> Contract
Purchase Order No. <u>4384</u>	

Award Information:

Special Notes or Comments

Company Name: GEI Works

Contact Person: Kirk Wands

Address: 2725 Kirby Circle NE Bldg 2-A
Palm Bay, FL 32905

Telephone: Office 772-646-0597
Cell 772-480-0597

GEI Works had the lowest total cost.

Some suppliers did not quote tow bridles because they said it would not connect to their barrier.

Some suppliers did not quote freight because material availability is month or more out.

No.	Proposals / Quotes	Units	Quantity	Total \$
1	GEI Works (6-ea Type 1 DOT 50' long x 10' deep Silt Barrier & 6-ea Tow Bridle)	LS	1	\$ 5,749.70
2	Texas Boom Company (6-ea Type 1 DOT 50' long x 10' deep Silt Barrier) No freight	LS	1	\$ 4,425.00
3	Enviro-USA (6-ea Type 1 DOT 50' long x 10' deep Silt Barrier & 6-ea Tow Bridle)	LS	1	\$ 6,671.00
4	ABASCO (6-ea Type 1 DOT 50' long x 10' deep Silt Barrier)	LS	1	\$ 5,990.00
5	Neptune (no quote received)			

Prepared by: Gary Dehlinger
 Print Name

Fund Account: General Fund Capital Improvements Debt Service Revenue Bond

Department: Marina Boat Yard RV Park Port Office Fuel Dock Commercial Retail

Approved by GM: TRAVIS WEBSTER Travis W 7/17/23
 Signature Print Name Date

Approved by Board Commissioner: _____
 Signature Print Name Date

Approved by Board Commissioner: _____
 Signature Print Name Date

Port of Brookings Harbor Purchase Order

4384

Date: 7-17-2023

Vendor/Contractor: GFI WORKS

Payment Terms:

Vendor Address: 2725 KIRBY CIRCLE N/E BLAB 2-A

Paid w/ Credit Card

Vendor Phone #: 772-646-0597

Charged to Account

GL Account: Service Supply Equipment Repair/Maintenance

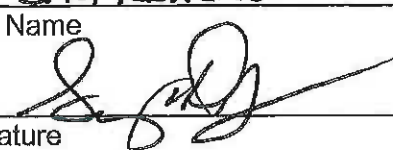
Quantity	Items / Description	Item Price	Subtotal
6 EA	TYPE 1 DOT 50' X 10' SILT BARRIER	\$525/EA	\$3,150.00
6 EA	TOW BARRIER TYPE 1 DOT	\$103.70	\$622.50
	FREIGHT COST		\$1,977.50
TOTAL:			\$5,749.70

Memo / Project
FEMA PW-189 DREDGING

Fund Account: General Fund Capital Projects Port Construction Fund

Department: Marina/Administration RV Park Fuel Dock Grants Commercial Retail

Purchasing Agent: GARY NEHLINGER
 Print Name


 Signature

Port Manager Initials: _____



GEI Works
 2725 Kirby
 Circle NE
 Suite 2A
 Palm Bay FL

2905
 United States

Invoice

#INV4308-71723

07/17/2023

Bill To	Ship To	TOTAL
Port of Brookings Harbor 16330 Lower Harbor Rd. Brookings OR 97415 United States	Port of Brookings Harbor 16330 Lower Harbor Rd. Brookings OR 97415 United States	\$5,749.70

Due Upon Receipt

Expires Due Upon Receipt	Sales Rep Kirk Wands	Shipping Method Wwex: Midwest Motor Express
------------------------------------	--------------------------------	--

Quantity	Units	Description	Rate	Amount
6	EA	61SAE-05010A Type 1 DOT 50' x 10' Type 1 DOT Silt Barrier: 50 feet in Length x 10 feet in Depth Fabric: 18 oz PVC (Impermeable) Color: Yellow Flotation: 6 inch Square Closed Cell Floats Ballast: 1/4 inch Hot Dipped Galvanized Chain Connection: Grommet Connections "Natural forces such as current, wind, waves and location affect your product and may require engineering, additional anchoring, and customization	\$525.00	\$3,150.00
6	EA	701-1 DOT TOW BRIDLE TYPE 1 DOT Triton Tow Bridle For TYPE 1 DOT Silt Barrier Applications 5/16 in Galvanized Cable And Shackle Connectors.	\$103.70	\$622.20

Subtotal	\$3,772.20
Shipping Cost	\$1,977.50
Tax Total (0%)	\$0.00
Total	\$5,749.70

Invoices not paid via cash, check or wire transfer will incur a 3% administration fee at time of invoicing. Additional freight costs may incur after a shipment has been delivered due to discrepancies between the freight characteristics quoted and the carrier's delivered shipment details of weight, class, dimensions and accessories. Due to restricted availability and the volatile market for raw goods, pricing is subject to change after time of quote. Pricing is valid for 1 week, please ensure all quotes are updated prior to purchase if order is not placed promptly.

Signature _____

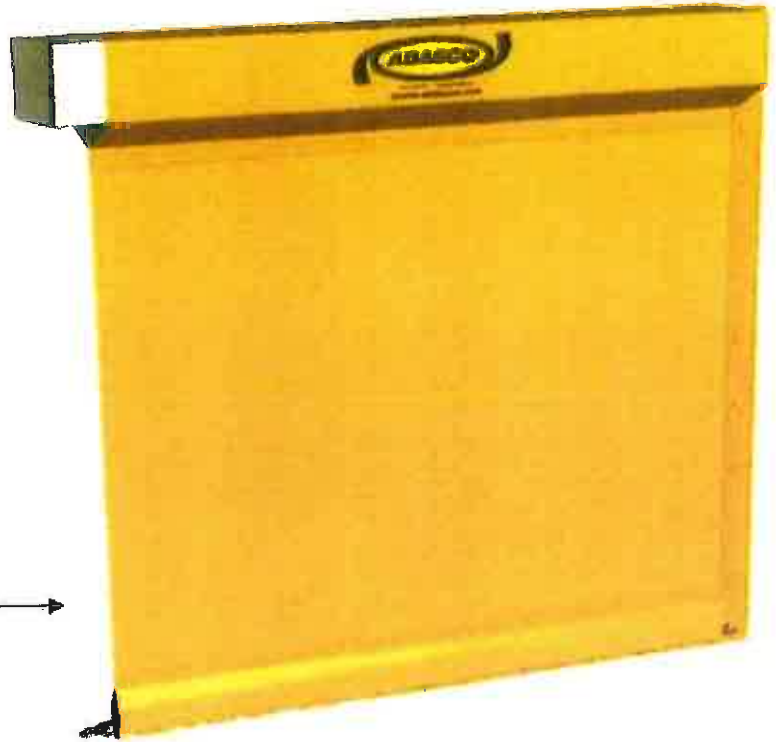
Printed Name _____

Date _____

275

EXHIBIT 8 – Turbidity Control

An example of the curtain to be used at the Port of Brookings-Harbor return water pipeline exit is this ABASCO Type 1 DOT Turbidity Curtain, suitable for use in protected waters where the effects of wind, waves, and current are minimal. 18-oz or 22-oz PVC-coated polyester fabric, bottom tension member, and marine-grade flotation provide a strong, durable curtain ideal for silt and sediment control during dredging and marine construction activities.



Type 1 DOT Turbidity Curtain with plain skirt →

Fabric 22 oz/sq yd PVC-coated polyester; optional filter fabric for skirt Flotation: 6-in expanded polystyrene (EPS) foam contained in individually sealed float pockets.

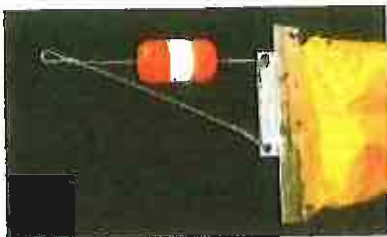
Tension/ballast: 1/4-in Grade 30 galvanized steel chain: 5,200 lb breaking strength; 0.63 lb/ft weight.

End connection: Lacing grommets on rope-reinforced ends located at both ends of each barrier section.

Ballast chain is shackled section-to-section.

Section length: 25 ft, 50 ft and 100 ft.

Skirt depth: To 10 ft; can be tapered to conform to bottom profile.



Tow Bridles - Tow bridles are used for anchoring or towing long, heavy curtain sections. Bridles come in four sizes, from 3 inches to 25 inches, to accommodate all ABASCO curtain sizes. Includes one aluminum connector, ASTM pin, welded doublers top and bottom, and 5/16-inch galvanized aircraft cable. Floats are optional.



GEI Works
2725 Kirby
Circle NE
Suite 2A
Palm Bay FL

905
United States

Proposal

#PRO4308

07/12/2023

Bill To

Ship To

TOTAL

Port of Brookings Harbor
16330 Lower Harbor Rd.
Brookings OR 97415
United States

Port of Brookings Harbor
16330 Lower Harbor Rd.
Brookings OR 97415
United States

\$5,749.70

Expires: 08/11/2023

Expires

08/11/2023

Sales Rep

Kirk Wands

Shipping Method

Customer Pickup -
GEI

Quantity	Units	Description	Rate	Amount
6	EA	615AE-05010A Type 1 DOT 50' x 10' Type 1 DOT Silt Barrier: 50 feet in Length x 10 feet in Depth Fabric: 18 oz PVC (Impermeable) Color: Yellow Flotation: 6 Inch Square Closed Cell Floats Ballast: 1/4 Inch Hot Dipped Galvanized Chain Connection: Grommet Connections "Natural forces such as current, wind, waves and location affect your product and may require engineering, additional anchoring, and customization	\$525.00	\$3,150.00
6	EA	701-1DOT TOW BRIDLE TYPE 1 DOT Triton Tow Bridle For TYPE 1 DOT Silt Barrier Applications 5/16 in Galvanized Cable And Shackle Connectors.	\$103.70	\$622.20

Subtotal	\$3,772.20
Shipping Cost	\$1,977.50
Tax Total (0%)	\$0.00
Total	\$5,749.70

Invoices not paid via cash, check or wire transfer will incur a 3% administration fee at time of invoicing. Additional freight costs may incur after a shipment has been delivered due to discrepancies between the freight characteristics quoted and the carrier's delivered shipment details of weight, class, dimensions and accessories. Due to restricted availability and the volatile market for raw goods, pricing is subject to change after time of quote. Pricing is valid for 1 week, please ensure all quotes are updated prior to purchase if order is not placed promptly.

Signature

Printed Name

Date

277

From: Kirk Wands <kirk@geiworks.com>
Sent: Wednesday, July 12, 2023 12:12 PM
To: gary@portofbrookingsharbor.com
Subject: Re: Website Lead - Port of Brookings Harbor
Attachments: PRO 4308.pdf; Type 1 DOT Drawing.pdf; type-1-dot-turbidity-curtain-flyer.pdf; Turbidity Curtains Installation Guide.pdf; Tow Bridle Application.pdf; turbidity-curtain-tow-bridle.jpg

Gary,

Thank you for contacting GEI Works regarding our Type 1 Turbidity Curtain. The Triton Type 1 Silt Barrier is specifically designed to contain sediment effectively in calm water areas such as swales, ditches, canals, small ponds, lakes, and harbors. **GEI Works' Type 1 Turbidity Barriers are made in the USA and available at a low cost.** Short term temporary barriers, and long term models are available. These silt barriers surround projects to increase settling times and prevent spreading of materials.

The Triton Type 1 DOT Turbidity Curtain is made to keep your containment project in compliance with Department of Transportation requirements.

All Type 1 DOT floating turbidity barriers are built to meet or exceed most state DOT regulations for project requirements. This will include almost any construction along roads, work in protected areas, or construction sites requiring runoff control.

The Triton Type 1 DOT Turbidity Barrier is made for silt and turbidity containment in calm water areas such as small ponds, calm water lakes, roadside swales, construction sites, roadside construction projects, and protected inland areas. Our Type 1 DOT Turbidity Curtain can meet your site-specific needs.

I've attached a quote based on the information provided along with some product information for you to review.

Please let me know if you have any questions or concerns.

Sincerely,



Kirk Wands

Direct: (772) 469-5810 | Mobile: (772) 480-5109

Office: (772) 646-0597 | www.gpiworks.com

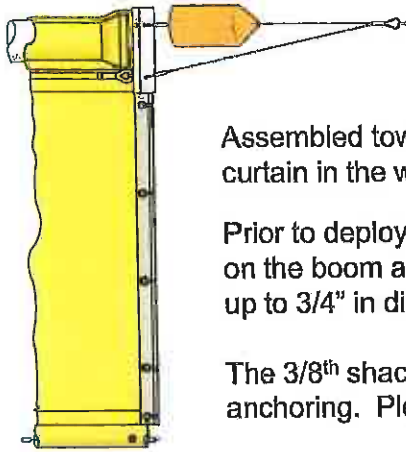
2725 Kirby Circle NE, Bldg 2-A, Palm Bay, FL 32905

On Wed, Jul 12, 2023 at 2:24 PM Port of Brookings Harbor <noreply@jotform.com> wrote:

Name	Gary Dehlinger
Company	Port of Brookings Harbor
Email	gary@portofbrookingsharbor.com
Phone Number	(541) 373-0280
Message	Can you please quote me Type 1 DOT Turbidity Curtain. Section length 50ft and skirt depth to 10ft. Total of 6 each for 300lf. Tow Bridles with floats, 6 each. Shipped to 16330 Lower Harbor Rd, Brookings Oregon 97415
Referrer	https://www.erosionpollution.com/dev/index.html

Tow Bridle with Float

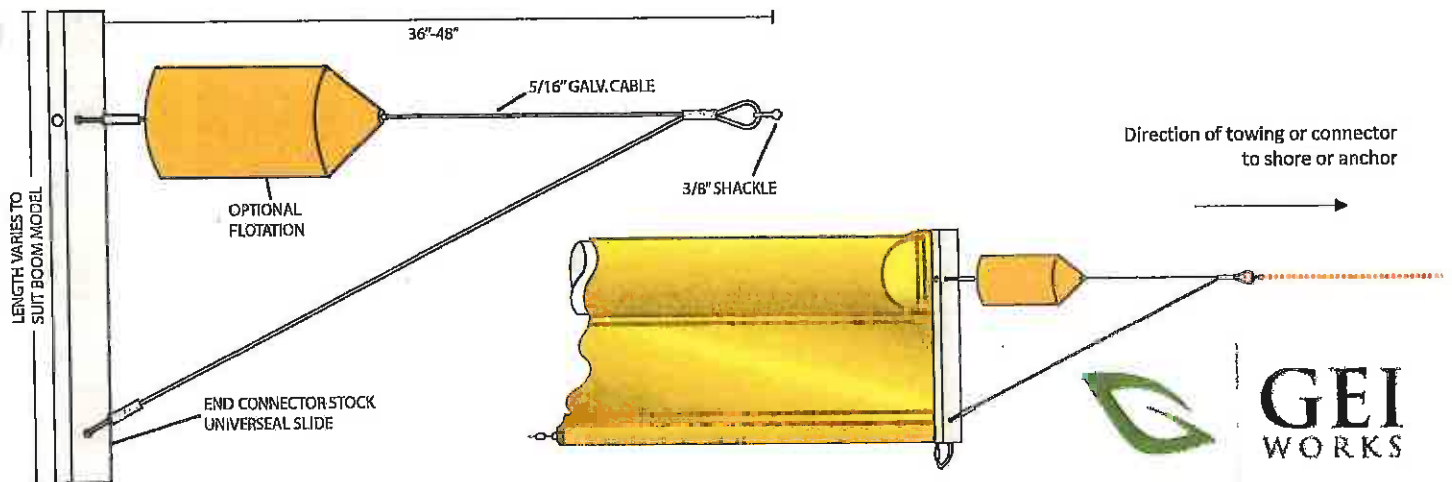
MARINE ACCESSORIES



Assembled tow bridles with floats are provided for handling the containment boom or silt curtain in the water.

Prior to deployment, the connector on the tow bridle should be mated to the end connector on the boom and secured with a toggle pin. The shackle on the tow bridle will accept a line up to 3/4" in diameter.

The 3/8" shackle can be utilized to connect a tow line for deployment from a boat, or anchoring. Please ensure that the barrier is not pulled taut and has some play in the water.



Turbidity Curtain Installation Guide

The following is a typical installation guide for installing the floating silt and turbidity curtain. Sites may require additional designs, layouts, and performance requirements.

****** PLEASE NOTE: PROPER ANCHORING OF TURBIDITY CURTAINS IS EXTREMELY IMPORTANT. LOADING, VELOCITY, FLOW AND LOCATION OF SUBMERGED DEBRIS WILL IMPACT THE PERFORMANCE OF THIS PRODUCT—AND MAY CONTRIBUTE TO PRODUCT FAILURE. PLEASE ASK YOUR TEAM MEMBER FOR PROPER ANCHORING RECOMMENDATIONS BASED ON YOUR SITE AND CONDITIONS.**

(Prior to deploying, it is helpful to mark off your curtain layout using buoys or markers. This can help to direct boats along the right path during deployment and positioning.)

When arriving to your location, each section of the turbidity curtain will be bundled separately and secured with a vinyl strap. **(Fig 1)**

In addition, skirts located on the barrier will be additionally furled or rolled up to the flotation device with a light twine. **DO NOT CUT THE TWINE REEFING LINES UNTIL YOUR CURTAIN HAS BEEN TOWED AND ANCHORED INTO POSITION.** (see note page 2)

Step 1: Lay out bundles/sections of turbidity curtain along the shoreline of your location. Each bundle should be placed approximately 15 to 20 inches apart. Once in place, cut or untie the vinyl BUNDLE straps. **(Fig 2)**

Step 2: Slide together the aluminum section connectors. **(Fig 3a)** (These connectors will only be present on Type 2 or Type 3 curtains). Once together, insert the toggle pin to keep in place. **(Fig 3b)** (These types of Connectors will not be present on a Type 1 turbidity curtain.)

Step 3: Connect the grommet eyes of the sections using rope ties or heavy duty zip ties. This should be done by aligning the grommet eye of one section to the grommet eye of the next section. Once aligned, tie the rope through both grommet eyes.

Repeat for the entire depth of the skirt. **(Fig 4)**

(Steps 4 -7 Continued on p. 2)

For additional information regarding your curtain design, layout, or deployment method, please contact your local technical representative.



Fig 1



Fig 2



Fig 3a



Fig 3b



Fig 4



GEI
WORKS



(+1) 772.646.0597



(+1) 772.589.3343



info@geiworks.com

Turbidity Curtain Installation Guide

PLEASE NOTE: In order to connect ballast chain, one or two reefing lines can be cut to extend the skirt for complete fastening. Once connection is complete, the skirt should be tied up again with a light cord prior to towing. Ensuring that the skirt is loosely rolled up to the float and tied off with a piece of scrap twine **PRIOR** to towing is important. Tearing and damage can occur if the curtain is towed from land to water unfurled.

Step 4: Attach sections of chain together using shackles located at the bottom of the curtain (Type 2 and Type 3 Turbidity Curtains). The shackle located on section 1 should attach to the chain or ring of section 2. This process should be repeated until all the sections are connected. (Fig 5)

Step 5: Prior to dragging curtain across shoreline, lay down geotextile or tarp to protect the curtain from sharp shoreline debris if applicable to your location. Tow the curtain out into position/anchoring points and secure the barrier to the anchors. See note above for towing curtain safely. (Fig 6)

Step 6 (Anchoring): Anchoring of the turbidity curtain is done by attaching the anchored buoy to the curtain through the use of a painter line. This line should connect to anchoring points or section connectors located along the barrier. Buoys should be anchored into position prior to connection to the barrier. Anchoring placement is designed based on your water conditions and will typically be reserved to moving water applications. (Fig 7)

****** PLEASE NOTE: PROPER ANCHORING OF TURBIDITY CURTAINS IS EXTREMELY IMPORTANT. LOADING, VELOCITY, FLOW AND LOCATION OF SUBMERGED DEBRIS WILL IMPACT THE PERFORMANCE OF THIS PRODUCT—AND MAY CONTRIBUTE TO PRODUCT FAILURE. PLEASE ASK YOUR TEAM MEMBER FOR PROPER ANCHORING RECOMMENDATIONS BASED ON YOUR SITE AND CONDITIONS.**

Step 7: Once in place, cut the twine rope and release the skirt into the water. Skirt should extend down for complete containment. All turbidity curtains should be inspected periodically to ensure that all the components on the barrier are operating correctly. (Fig 8)



Fig 5



Fig 6



Fig 7



Fig 8

For additional information regarding your curtain design, layout, or deployment method, please contact your local technical representative.



GEI
WORKS



(+1) 772.646.0597



(+1) 772.589.3343



info@geiworks.com



Triton Type I DOT Silt and Turbidity Barrier

Triton 
DOT SILT BARRIER

Triton Type **I DOT** Silt Curtains are designed to meet or exceed state DOT requirements for calm water silt and turbidity control. Used in roadside projects, ports, marinas, ponds, lakes and harbors, these barriers surround projects and help to contain materials until they have enough time to settle.



GEI
WORKS

Triton Type I DOT Silt and Turbidity Barrier

Constructed using robust and reliable components, these barriers actively work to contain silt, turbidity and displaced particles around your site. Type I curtains are typically recommended for use in water locations with calm conditions.

Applications:

- Marine Construction Sites
- DOT Road Repair
- Small Pond or Lake Work Activities
- Marinas and Harbors
- Calm Water Silt and Turbidity Control

Advantages:

- Economical Silt Control
- Easy to Connect and Install
- Helps Keeps Sites in Compliance
- Effective Control in Shallow or Slow Moving Areas

Accessories are an important component to the installation of any silt curtain or barrier in order to maximize effectiveness.

Turbidity Curtain Accessories:

- Anchor Kits
- Buoys
- Marker Lights
- Tow Bridles

Importance of Anchoring:

Anchoring and anchor kits are one of the most important accessories for sites dealing with moving currents, waves, tides or other site factors. Having the right anchor pattern, installation design and anchors can significantly influence, reduce and redistribute loads placed on your barrier. Contact our technical team (+1 772.646.0597) for more information regarding anchor placement and use.



Triton Type I DOT Silt and Turbidity Barrier



How a **Turbidity Curtain** Works:

The main function of a silt screen or turbidity barrier is to control the dispersion of suspended silt and to improve settling times (Stokes Law). During a construction project, silt and other materials often become suspended in the water area. Curtains are placed within the water to create a confined zone of contained materials. Contained areas allow marine contractors to stay within Federal and State Clean Water Act and NPDES Phase II regulations. In turn, this helps sites to avoid fines and allows projects to be completed on time.

Please note, turbidity curtains are designed to act as a temporary area that increases the amount of time solids have to settle back down to the bottom of the area. They will not act as dams or walls.

Product Considerations:

Knowing these elements can help determine the right anchoring strategy, curtain model and deployment method.

Turbidity Curtains and Salt Water

When using the Type I Silt Barrier in salt water areas, consideration should be given to the tension cables and connectors. The following component adjustments are recommended for any location with salt water; Stainless Steel Cable and Zinc Anode Connectors upgrade, Stainless Steel Chain upgrade, or a combined Cable/Chain upgrade.

For short term projects, galvanized components can be used for a period of up to 12 months.

Fabric Considerations

Alternative fabrics are also available for extended deployment in areas with high pH levels, high temperatures, low temperatures or in areas where chemicals are present.

When should I use a Permeable Silt Curtain?

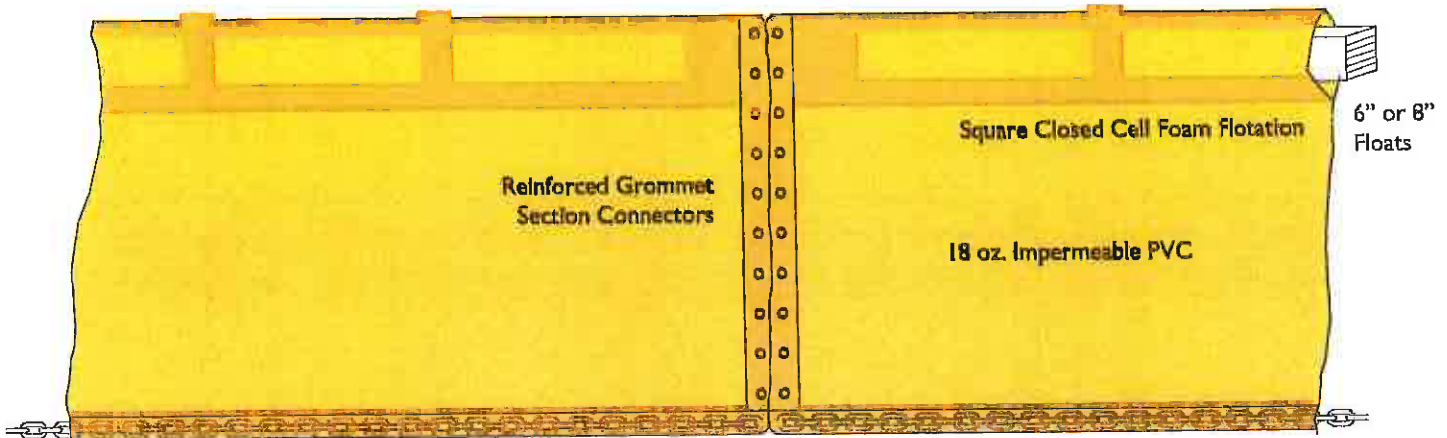
Permeable Type I Silt Barriers are most commonly used when they are either specified in a site project or when the curtain will be dealing with a significant amount of water pressure. Use of the bottom filter panel can help reduce pressure on the curtain by allowing water to continue to the flow through the curtain.

Water Conditions, Factors and Considerations

Consideration of site and water conditions is an important step for any location looking to control silt in a moving water body. Due to the current and waves in these areas, additional pressure is placed on the barrier during use. In order to accommodate and contain silt in these conditions, it is important to consider the following:

- Water Velocity
- Waves (height, frequency)
- Wind Speed and Direction
- Tides
- Soil Type (contaminated?)
- Project Duration

Triton Type I DOT Silt and Turbidity Barrier



SPECIFICATIONS

Length	50' or 100'
Depth	5' (3' - 20' Available on Request)
Fabric	18 oz. PVC
Flotation	Square Foam Filled Flotation (A)
Flotations Size	6" or 8"
Bottom Ballast Chain	1/4" Galvanized Chain (C)
Section Connectors	Grommets (B)
Color	Yellow
Anchor Points	Reinforced Grommets located at the waterline at each end of the curtain

GEI Works is dedicated to developing innovative turbidity curtain solutions that provide superior performance and achieve the desired results for our customers. We work closely with our client team to design a deployment layout that takes into consideration all of your project requirements including water conditions, project progress, budget and water quality goals.

Our goal is to work with our clients to develop the best solution for their specific project and help them come in under budget and on time.

For more complete information on GEI Works products and solutions, visit us on the Web at www.geiworks.com.

Phone: (+1) 772-646-0597 | info@geiworks.com

© 2018 GEI Works
All rights reserved
GEI Works terms and conditions apply.

All photos are representative only. Actual products may differ.

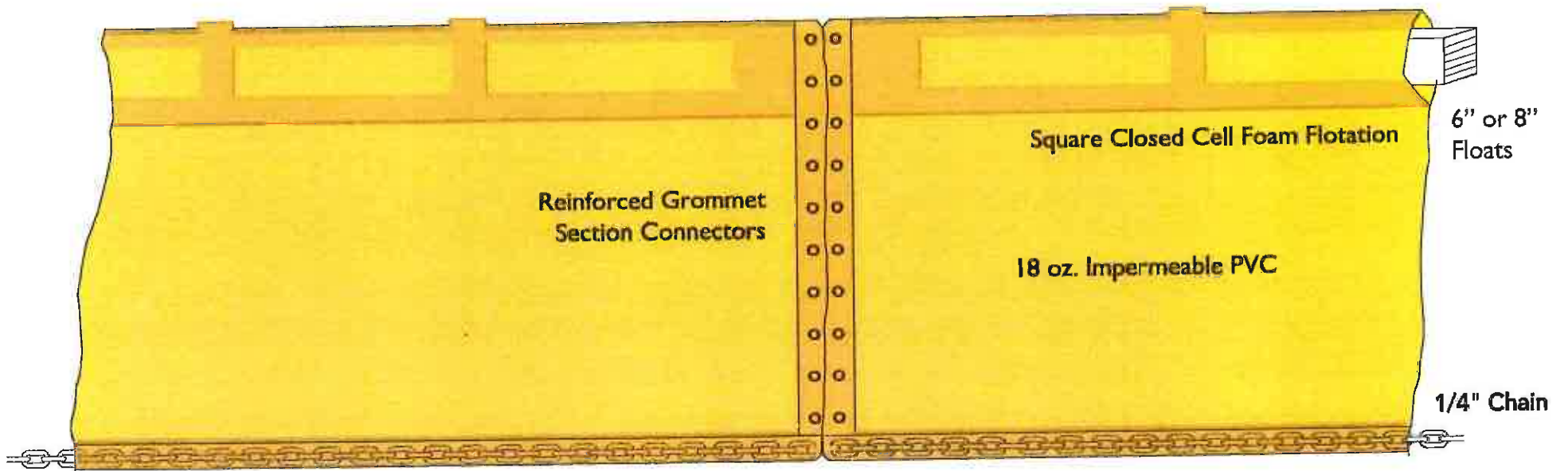
Materials and specifications are subject to change without notice. Featured products in photos may include additional equipment or accessories.

GEI Works, Mars, Taurus, Triton, Kraken, Orion, Helios, Centaur, Hydrostar and geiworks.com, their respective logos, product identity used herein, are trademarks of GEI Works and may not be used without permission.



GEI
WORKS

2860



GEI
WORKS

772-646-0597
www.GEIWorks.com
info@geiworks.com

Type 1 DOT Turbidity Curtain

Scale:

Not to Scale

Drawing:

Revision:

Date:

01/04/2018

By:

MK

Drawing is for illustrative purposes only. Not to scale.

Copyright © GEI Works 2018

Natural forces such as current, wind, waves, and location affect your product and may require engineering, additional anchoring, and customization.

287

Texas Boom Company
 16600 Park Row Drive
 Houston, TX 77084 US
 281-441-2002
 rick@texasboom.com



Estimate

ADDRESS
 Gary Dehlinger
 Port Of Brookings Harbor
 16340 Lower Harbor Rd
 Brookings, OR 97415

SHIP TO
 Gary Dehlinger
 Port Of Brookings Harbor
 16340 Lower Harbor Rd
 Brookings, OR 97415
 Lead Time: 3-4 Weeks

ESTIMATE # 2721
DATE 07/17/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	TXB-TC1-120	Type I Turbidity Curtain 50' Sections 6" Freeboard 10' Impermeable Skirt Constructed with 22oz. Coated PVC (International Orange) 1/4" HDG Chain Ballast and Grommets Down the Sides for Connection	6	737.50	4,425.00
	TXB-PF8	8" Pipe Float Spacing every 13' for 50% submerged	24	408.00	9,792.00

Thank You!
 DUNS# 116841061

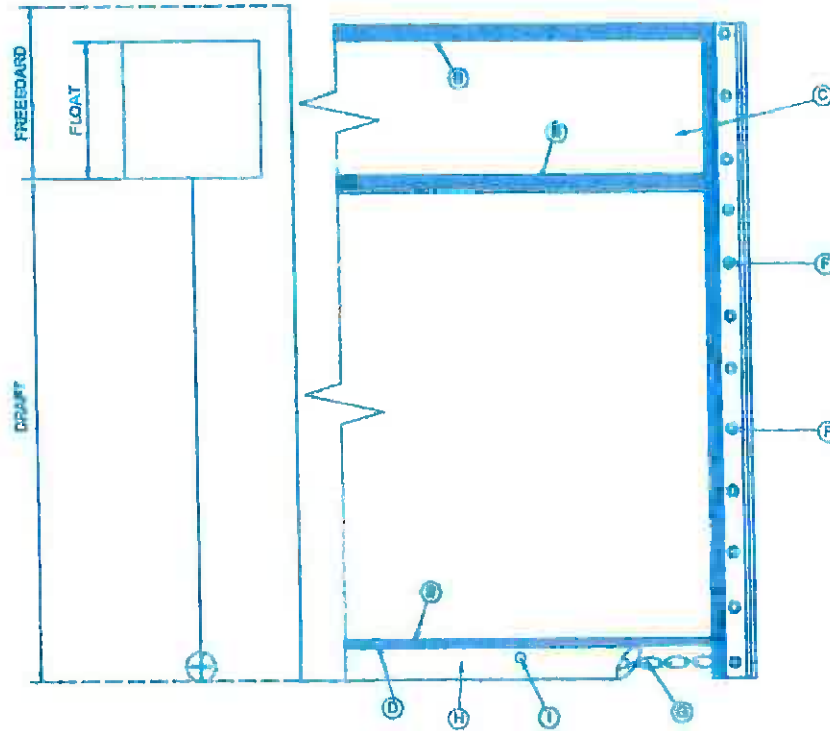
SUBTOTAL	14,217.00
TAX	0.00
TOTAL	\$14,217.00

Note: Due to the increase in market demand and supply constraints for materials we will only be providing 30-day validity on quotations at this time. Also, we will advise if any price or delivery impacts require your approval prior to processing your order. We are doing our best to control or reduce any interruptions in our supply chain. Thank you for understanding and we appreciate your business.

Accepted By

Accepted Date

Texas Boom Company Specifications – DOT Type I Turbidity Curtain



Type I Turbidity Curtain
Diagram Illustrative Only – Not to Scale
Freeboard: 6 inches
Draft: 120 inches
Section length: 100 feet
Segment per 100' section: 26
Fabric: 22oz per Sq Yd Vinyl Coated Polyester PVC
Color: International Orange
Floatation logs: Solid EPS foam
Top tension member: none
Ballast and bottom tension: 1/4" HDG steel chain – connected end to end with shackle
End connectors: Reinforced seams with grommets
Water holes: 26
Anchor points: 3
Section length options: 50 ft or 100 ft

Boom Configuration
A: N/A
B: One inch RF welds
C: Foam Log
D: Anchor Point
E: N/A
F: Grommets
G: Ballast Chain
H: Chain Pocket
I: Air and water drainage hole



Texas Boom Company
 16600 Park Row
 Houston, TX 77084
 (281) 441-2002
 sales@texasboom.com



Quote

Quote #	Date	Expiration Date
0714231	7/14/2023	8/23/2023

151 Center St. Ste. 101
Cape Canaveral, FL 32920

Phone # 321-222-9551 Fax # 321-206-4563

E-mail Sales@enviro-usa.com

Please visit us at: www.enviro-usa.com

Bill To
Port of Brooking Harbor Attn: Gary Dehlinger Phone: 541-373-0280 Email: Gary@portofbrookingsharbor.com

Ship To
Port of Brooking Harbor Brookings, Oregon 97415

Sales Person	FOB	Shipping Via		Terms	
JO	Destination	LTL		Credit Card	
Item	Description	Qty	U/M	Unit Price	Total
N-ETC1-I-10-...	E - Type-1 - Impermeable Curtain 10'X50' - 6" Flotation - 18 oz Yell. - 1/4" Chain	6	ea	777.00	4,662.00
N-EATB-24 LD	E*TOW BRIDLE, Floating - 19" to 24", LD Connector & Float	6	ea	85.00	510.00
Shipping/deliv...	Brookings, Oregon Transit Time 6 days lead time 4 to 5 weeks	1		1,499.00	1,499.00

Thank you for giving us the opportunity to quote this project. To place your order please sign below and fax it back to us.

Accepted By: _____

Accepted Date: _____ P.O. No. _____

Subtotal	\$6,671.00
Sales Tax (0.0%)	\$0.00
Total	\$6,671.00

Please note: Effective May 1, 2022, a 2.5% surcharge will be applied to all credit card payments.

**PLEASE NOTE: Due to the volatile nature of the shipping industry at this time, freight quote prices are estimates only and are subject to change. Final freight costs will be determined prior to shipping. We will do everything possible to keep the shipping costs to a minimum while continuing to provide quality service and products. Enviro-USA will not be responsible for additional fuel surcharges, freight charges, delivery fees if special equipment is needed, and/or special delivery sites are used and not disclosed. Please make sure that all delivery instructions are correct before signing.

"Thank You for your Business!!.."

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gary@portofbrookingsharbor.com

From: Jonathan Ortiz <Jonathan@enviro-usa.com>
Sent: Friday, July 14, 2023 8:30 AM
To: gary@portofbrookingsharbor.com
Cc: Luis Vargas
Subject: Quote from ENVIRO-USA
Attachments: TB1 10x50 7-14-2023.pdf

Good morning, Gary.

First and foremost, let me thank you for your interest in Enviro-USA.

Attached you will find your quote for the type 1 10x50 with the tow bridles and shipping to Brookings, Oregon 97415.

I must reiterate that to use the tow bridle, you will need connectors on the curtain, but the type 1 does not have connectors.

I do believe that's everything. If you have any questions, let me know.

Best regards

JONATHAN ORTIZ
INTERNATIONAL SALES REPRESENTATIVE
ENVIRO-USA AMERICAN MANUFACTURER, LLC

151 CENTER STREET, SUITE 101
CAPE CANAVERAL, FL 32920
321-222-9551
JONATHAN@ENVIRO-USA.COM

WWW.ENVIRO-USA.COM

ENVIRO-USA
AMERICAN MANUFACTURER
"Protecting and Preserving Aquatic Resources"

321-222-9551

From: ENVIRO-USA <no-reply@enviro-usa.com>
Sent: Wednesday, July 12, 2023 2:11 PM
To: Sales <Sales@enviro-usa.com>
Subject: New Message from ENVIRO-USA

Message from:
HOME PAGE

• Personal Information •

First & last name: Gary Dehlinger

Interested in: Turbidity Curtain / Silt Barrier

• Company Information •

Company name: Port of Brookings Harbor

Country: United States

Email address: gary@portofbrookingsharbor.com

Phone number: 5413730280

Message:

Our project specifies Type 1 DOT Turbidity Curtain. Section length 50ft and skirt depth to 10ft. total of 6 each for 300lf.

Tow Bridles with floats, 6 each

Thank you

I agree with the Privacy Policy

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<https://enviro-usa.com>

ABASCO, LLC

8561 E. North Belt
Humble, TX 77396-2915

Phone # 281-446-1500
Fax # 832-553-7498
www.abasco.com

QUOTATION

Date: 7/12/2023

Quotation # 158763

File No: 0

Quotation To:

Port of Brookings Harbor
Gary Dehlinger

Please send all purchase orders to
sales@abasco.com

gary@portofbrookingsharbor.c... TEL: 5413730280

Validity:	Terms:	Shipment:	Delivery:
30 Days	TBD by ABASCO Credit Department	FOB Plant Humble, TX	1-2 WEEKS ARO

Line	Description	Qty.	U/M	Unit Price	Total
1	ABASCO Type 1 DOT Turbidity Curtain - TC-1-DOT - 50' Section Length - 10' Skirt Depth - 6" EPS Flotation - 18oz PVC Fabric	6	Ea	840.00	5,040.00T
2	Estimated Freight to Brookings Oregon 97415 via indirect delivery * Freight charges are for estimation purposes only because of rising cost of diesel and current increases in demand. * ABASCO LLC will contact you before shipping anything if they have seen an increase in your rate to review available options. *All freight charges are based on dock to dock transportation. Additional charges will apply for special delivery requirements such as liftgate access, residential deliveries, job site deliveries, military bases, power plants or any other location with limited access. Freight Option 2: via direct delivery \$1,350.00 Out of State Non Taxable	1	Ea	950.00	950.00T
				0.00%	0.00
				Total	\$5,990.00

* Sales Taxes will be charged if applicable, rate is based on final delivery location.
*All Credit Card Transactions will have an additional 3.5% Processing Fee.

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gary@portofbrookingsharbor.com

From: Lili Regino <lili.regino@abasco.com>
Sent: Wednesday, July 12, 2023 12:01 PM
To: Gary Dehlinger
Subject: RE: ABASCO - Quick Contact Form Submission
Attachments: Est_158763_from_ABASCO_LLC_23908.pdf; ABASCO Type 1 DOT Product Sheet.pdf

Hi Gary,

Attached is the quote requested along with the spec sheet; note that the type 1 curtains only have handles at ends so there is no tow bridle to be used. You only tie off with rope.

Best Regards,

Lili Regino

ABASCO LLC

Direct: (281) 446-1500 Ext. 307

Fax: (832) 553-7498

[561 East North Belt, Humble, TX 77396](#)

www.abasco.com



Please copy sales@abasco.com on all quote requests and purchase orders.

From: Abasco SMTP <smtpabasco@abasco.com>
Sent: Wednesday, July 12, 2023 1:17 PM
To: sales <sales@abasco.com>
Subject: ABASCO - Quick Contact Form Submission



Quick Contact Submission

This is a response sent by Gary Dehlinger using the Quick Contact form on the website.
The details of the message follow below:

Name: Gary Dehlinger
Email: gary@portofbrookingsharbor.com
Phone: 5413730280
Company: Port of Brookings Harbor

Comments: Can you please quote me Type 1 DOT Turbidity Curtain. Section length 50ft and skirt depth to 10ft. total of 6 each for 300lf. Tow Bridles with floats, 6 each. Shipped to 16330 Lower Harbor Rd, Brookings Oregon 97415

Source: Turbidity Curtain - <https://www.abasco.com/turbidity-curtains.html>

You can use this link to reply: gary@portofbrookingsharbor.com



Type I DOT Turbidity Curtain Product Sheet

ABASCO Type I Turbidity Curtains are designed to contain sediment during Dredging, Marine Construction and Marine Repair. They are acceptable for use in calm areas that are protected from wind, current, tides and wave activity such as Ponds or most quiet bodies of water such as a protected Inlet.

ABASCO Type I DOT Turbidity Curtains are the heavier of the two Type 1 Turbidity Curtains. Both Type 1 Turbidity Curtains have the same basic design but the DOT version is designed to meet or exceed all know DOT regulations on Type 1 Turbidity Curtains. Some of the features included in our DOT Curtains include 18oz PVC Fabric, 1/4" Chain Ballast and usually a 6" Float or larger. We occasionally keep common sizes in stock with a 6" Float but they can be made to custom lengths and depths with larger flotation upon request.

Specifications:

Fabric: 18oz/yd² PVC Polyester Fabric and 22oz/yd² PVC Reinforced Fabric Keder at End Connections

Flotation: EPS Foam contained with individually sealed Float Pockets and Filter Fabric Options.

Ballast 1/4" Galvanized Steel Chain – 0.63lbs/ft

& Tension: and 5,200lbs Breaking Strength

Connection: The Float Pockets and Skirt Ends include Grommets on 22oz PVC reinforced Fabric Keder which can be Connected with Zip Ties, Fasteners or Rope. Chain Ends connected with Shackles. Tool Free Connections.



Options Include:

- Permeable Skirts
- Furling Lines
- Tapered Bottom Profile

Accessories:

- Anchor Klts
- Rope
- Marker Buoys
- Solar Lights
- Repair Kits

From: Neptune@stagingspiproducts.com on behalf of Neptune
<sales@stagingspiproducts.com>
Sent: Thursday, July 13, 2023 3:28 PM
To: gary@portofbrookingsharbor.com
Subject: Your Neptune quote request confirmation from July 13, 2023

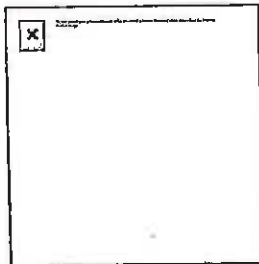
Thank you for your quote request

Your request has been received and is now being reviewed. Your request details are shown below for your reference:

Order #3360

Product

Quantity



Turbidity Curtain Type I (#TCURTAIN I)

- **Class:** Standard Type I (DOT)
- **Membrane:** Impermeable
- **Height (Feet):** 10'
- **Length (Feet):** 50'

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Billing address

INFORMATION ITEM – B

DATE: August 16, 2023
RE: Wastewater Treatment Plant, Matching Funds
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Travis Webster, Port Manager

OVERVIEW

- Notification of cost share waiver.