

PORT OF BROOKINGS HARBOR
Special Commissioner Meeting
16350 Lower Harbor Rd Suite 202
Thursday, May 28, 2020 • 2:00pm
Teleconference / Webinar / Meeting Room (Limited Space)

Meeting Teleconference Call-In Number:
1 (301) 715-8592

Meeting ID:
841 1609 6778

Participant ID: # (to mute/unmute: * 6)

Webinar Access: www.portofbrookingsharbor.com

TENTATIVE AGENDA

1. CALL MEETING TO ORDER

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

2. APPROVAL OF AGENDA

- 3. PUBLIC COMMENTS** (Limited to a maximum of three minutes per person. Please email your comments to danielle@portofbrookingsharbor.com prior to the meeting, no later than 1:30pm day of meeting. *****Please wait to be called on before speaking***)**

4. ACTION ITEMS

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- A. Legacy Contracting Inc. Agreement Execution for Fuel Dock & Dock Project..... 2
B. Basin 1 Docks F & G..... 82

5. INFORMATION ITEMS

- A. Beach Access Ramps..... 85

6. COMMISSIONER COMMENTS

- 7. NEXT REGULAR MEETING DATE – Tuesday, June 16, 2020 at 6:00pm**

8. ADJOURNMENT

ACTION ITEM – A

DATE: May 28, 2020
RE: Legacy Contracting Inc. Agreement Execution
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Board approved the selection of Legacy Contracting Inc. for the Fuel Dock Access Pad and Dock Pile Replacement Project at the Regular Board Meeting on May 19, 2020.
- Next step is approving the Agreement with Legacy Contracting Inc.
- Port Counsel has reviewed the Agreement.

DOCUMENTS

- Project Schedule / Timeline, 1 page
- Draft Agreement with Contract Documents, 78 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve Legacy Contracting Inc. Agreement for the Fuel Dock Access Pad and Dock Pile Replacement Project.

Schedule / Timeline

- RFP announced: April 20th, 2020
- Bid Sheet provided: April 20th, 2020
- Proposal submission deadline: May 11th, 2020
- Contractor Selection: May 19th, 2020
- Execute agreement: May 28th, 2020
- Work Plan submitted to Port by: June 4th, 2020
- Deadline for completion: February 15th, 2021

PORT
of
BROOKINGS
HARBOR



info@portofbrookingsharbor.com
www.portofbrookingsharbor.com
P: (541)469-2218
F: (541)359-3999

16330 Lower Harbor Rd
P.O. Box 848
Brookings, OR 97415

May 20, 2020

Legacy Contracting, Inc.
41850 Kingston-Jordan Road
Stayton, Oregon 97383

Attn: Jeff Howell, President

RE: Intent to Award Contract

Dear Mr. Howell,

In response to your Fuel Dock Access Pad and Dock Pile Replacement proposal, we are please to inform you that your proposal has been carefully reviewed and your bid for this project, in the amount of \$588,987.00, has been selected by the Board of Commissioners. Port of Brookings Harbor intends to award the Fuel Dock Access Pad and Dock Pile Replacement contract to Legacy Contracting, Inc.

Please find attached an Agreement. We look forward to receiving the signed Agreement no later than May 27, 2020.

We look forward to working closely with you and your staff to help improve the Port of Brookings Harbor.

Thank you,


Gary Behlinger
Port Manager
Port of Brookings Harbor

AGREEMENT

THIS AGREEMENT, between Port of Brookings Harbor, a special district of the State of Oregon, hereinafter called the "Port and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called the "Contractor" for the Project entitled "PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Project", hereinafter called the "Project".

This Agreement means "Contract" and/or "Contract Documents", and includes the following:

- Instruction to Bidders
- Approved Material, Product or Equipment Substitutions
- Revised Bid Sheet
- Residency Statement
- First-Tier Subcontractor Disclosure Form
- Bid Security
- Drawings
- Specifications
- General Conditions for Public Improvement Contracts
- Supplemental General Conditions
- Addenda
- Payment Bond
- Performance Bond
- Notice of Intent to Award
- Agreement
- Agreement Amendments
- Insurance Certificates
- Notice to Proceed
- Change Orders
- Approved Shop Drawings
- Notice of Substantial completion or Project Acceptance
- Warranty Period

WITNESSETH: That for and in consideration of, the payments and Agreement hereinafter mentioned: The Contractor will commence and complete the construction of the Project. The Contractor acknowledges receipt of all Contract Documents in existence at the date the Agreement is signed; and

The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein; and

In the event the Contractor fails to complete the work within the stipulated contract period, the Contractor shall be liable for and shall pay to the Port a penalty in the amount of two-hundred and fifty dollars (\$250.00) per calendar day to commence on the first calendar day after the required completion date and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents; and

The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the fixed sum of \$ _____
Unless the Contract Price is modified by executed Change Order; and

The Contractor shall certify in the Agreement, and it shall be a condition of the bond, as provided by ORS 279C.800 through 279C.878, that in performing this Agreement the Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the public notice, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of this Contract; and

The Contractor certifies and shall comply with all applicable Public Contract Laws to include ORS 279C.500 to ORS 279C.530 and the Oregon Worker's Compensation Laws as required by ORS 656.017 or the Davis Bacon Act 40 USC 276a; and

The Contractor shall pay a fee equal to one-tenth of one percent (0.1 percent) of the price of this Contract. The fee shall be paid on or before the first progress payment or 60 calendar days from the date work first began on the Contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries; and

The Contractor certifies, under penalty of perjury, that the Contractor's Company is not in violation of any Oregon tax laws; and

The Contractor has read and fully understands all Contract Documents, Contract terms and conditions and understands that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same; and

The Port agrees to pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order; and

Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect. Any attorney fees, costs and disbursements necessary to enforce this Contract through litigation including appeals shall be awarded to the prevailing party. Any mediation or arbitration costs shall be split equally between the parties; and

The Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction it is executed in; and

Failure to enforce any provision of this Contract does not constitute a continuing waiver of that provision, any other provision, or the entire Contract. Contractor waives any right to Claim mistake or misrepresentation regarding the terms and conditions of the Contract Documents and the present and/or reasonably foreseeable conditions which may affect the Project site(s); and

Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all "Subcontractor(s)" ad infinitum; and

The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon written signed consent of both parties. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

THE CONTRACT DOCUMENTS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITNG AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HERENY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

CONTRACTOR:

Company Name: _____ Signature: _____
Typed Name: _____ Title: _____
Federal Tax ID No.: _____ CCB Number: _____

PORT:

Approved by Port's Legal Counsel

Name: _____	Name: _____
Signature: _____	Signature: _____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

End of Agreement



Port of Brookings Harbor – Fuel Dock Access Pad and Dock Pile Replacement

- **Proposal Narrative**

This project will involve the removal and replacement of 31 piles and installation of pile hoops and caps at each of the 31 new piles. As well as the demolition of an existing concrete structure and installation of a new concrete structure with a new gangway connection. We will also install new HMA paving as well as providing a new gravel approach. We will install piping, inlets and a Grease Interceptor underneath the new HMA area.

- a) LCI would begin by mobilizing one of our crawler cranes on-site and preparing for delivery of floats. Section Barge Floats would be delivered and assembled on-site to create a 60' x 40' Barge. Once the floats are together, we would then load our crane onto the floats. LCI would begin by removing and installing the new piles at Area 2 and work our way down the line. Some of the dock fingers will have to be temporarily removed in order to fit a barge in between the two docks. We will work with the Port to have boats moved as we perform the work. We will remove any dock-end pile and detach the fingers and temporarily tie them up to the existing dock. Once all the piles are removed and new pile hoops are installed, we will reinstall the fingers and dock-end pile as we work back out from between the two docks. Once piles are installed at one dock, we will have a crew install pile caps on the already installed piling.

For the new concrete structure. LCI will remove the existing concrete structure and railing. Drive the new piling. Pour the new concrete structure. Backfill the new concrete structure and install the salvaged railing. We will also install a new gangway connection. Once the concrete work is complete, we will move to the new Asphalt and gravel area and begin that work by installing the drainage system. We will place the rock required and then have a subcontract in to pave the area.

- b) Russ Nunnely – Superintendent – 26 Years' Experience in the industry.
Jeff Howell – Project Manager – 30 Years' Experience in the industry.
- c) Paving Subcontractor.
- d) Jeff Howell, President
- e) Port of Port Angeles Terminal 1 Redevelopment – Chris Hartman 360-417-3422
Port of Brookings Pedestrian Improvements – Ted Freeman 541-469-2218
Port of Alsea Debris Boom Repair – Roxie Cuellar 541-563-3872
Westport Ferry Landing Replacement – Richard Smith 503-499-0426

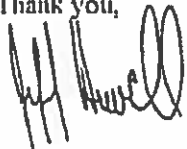
Puget Island Ferry Ramp Modifications – Pete Ringen 360-795-3301
Port of Siuslaw Wharf Repair – Bob Forsythe 541-997-3040
Marina Headwalks and H-Dock Replacement – Jeremy Wilcox 350-335-3682

- f) Legacy Contracting, Inc. has completed multiple projects of the same scope and nature as the subject project. In fact, in 2011 we installed 96 pile in the commercial dock for the Port of Brookings Harbor. We are used to and comfortable with dealing with deadlines such as in-water work timeframes and driving/removing piles while floating on our barge. Our principles have over 50 years' experience in the construction industry performing work of this scope.
- g) Legacy Contracting will have an on-site Superintendent and an in office Project Manager that will manage the project. The Superintendent and the Project Manager will work together to ensure that submittals are in, materials are ordered and delivery of materials will meet the project timeframe. One advantage that we have in managing this project is that we own the sectional barge, vibratory hammer, tugs and the cranes to do the work. We do not have to rely on outside suppliers to get the work done and we can control our own schedule.
- h) It will take 4-5 weeks for delivery of piling after approval of submittals. LCI should be able to mobilize Early November. It will take us a week to assemble the floats and load the crane on the barge. It will take us approximately 3 weeks to remove and drive the piling and one week to remove the crane from the barge and demobilize. The concrete structure will take 3 weeks to complete and the upper asphalt area will take another 3 weeks to complete. This will be a total of 11 weeks onsite. If we mobilize on November 2, 2020 that would put our demobilization the week of January 18, 2021. This leaves 3 weeks of float for the project.

This proposal is valid for 90 days from the date of Executed Agreement (May 28, 2020).

If you have any questions I can be reached at (503) 749-1818.

Thank you,



Jeff Howell
President
Legacy Contracting, Inc.

Bid Doc #1: REQUEST FOR PROPOSALS
Port of Brookings Harbor – Fuel Dock Access Pad and Dock Pile Replacement

Note to Bidders

The following bid documents (Bid Doc #s 1 – 5), are available as of April 20th, 2020, summarized as follows:

The Port of Brookings Harbor is soliciting bids for a fuel dock access pad and dock pile replacement project, located as shown in Bid Doc #5.

The bid should propose to 1) unfasten and carefully remove existing steel rail fencing from atop existing fuel dock access pad and set aside for re-use; 2) coordinate with service provider who will disconnect fuel piping, utilities piping and cable connection away from the work (done by separate contractor); 3) remove and dispose to landfill about sixteen (16) tons of concrete structure; 4) excavate about seventy (70) cubic yards of native soils; 5) drive four (4) 12W-53, 45 foot long H-piles to pad base level; 6) backfill excavation; 7) construct a new fuel dock access pad; 8) construct asphalt pavement with drainage approach; 9) fasten rail fencing to new pad; 10) remove thirty-one (31) old piles, seven (7) of which are braced by steel I-beam supports; 11) construct a new on-shore gangway connect at Work Dock 12) replace all piles with new, coated, 60' long, 16 inch diameter steel piles, with new hoops and caps (Details for these items are provided in Bid Doc #5) and 13) Construct on-shore gangway connect as shown on Sheet C8.0, Detail 2A. Chain & Shackle, as shown on Sheet C8.1, Detail 1, to be attached to concrete block.

Proposal Receipt Deadline: May 11th, 2020

Work To be Completed, Selection Process, Contract Considerations and Required Submittals – The qualified bidder is referred to the Port of Brookings Harbor website <http://www.portofbrookingsharbor.com>, click “Port of Brookings Harbor – Fuel Dock Access Pad and Dock Pile Replacement Bid Documents” and then review and/or download

Bid Doc #1: REQUEST FOR PROPOSALS - PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement.

Bid Doc #2: BIDDING INSTRUCTIONS;

Bid Doc #3: PORT OF BROOKINGS HARBOR ADDENDUM TO BIDDING INSTRUCTIONS;

Bid Doc #4: BID SHEET (with Addendum), and

Bid Doc #5: SPECIFICATIONS AND DRAWINGS - Fuel Dock Access Pad and Dock Pile Replacement.

Schedule / Timeline

- RFP announced: April 20th, 2020
- Bid Sheet provided: April 20th, 2020
- Proposal submission deadline: May 11th, 2020
- Contractor Selection: May 19th, 2020
- Execute agreement: May 28th, 2020
- Work Plan submitted to Port by: June 4th, 2020
- Deadline for completion: February 15th, 2021

Bid Doc #2 - Bidding Instructions- Port of Brookings Harbor Fuel Dock Access Pad and Dock Pile Replacement

Standards

The proposing contractor is required to review the bid specifications provided for this project. Any deviation from the standards must be approved by the Port of Brookings Harbor and by the Engineer of Record.

Bid Opening & Selection

Proposals may be opened by the Port of Brookings Harbor at any time after the submission deadline (May 11th, 2020). All proposals satisfying the requirements of this request for proposals will be evaluated to establish which of the offers best fills the needs of the Port of Brookings Harbor and this project. The Port of Brookings Harbor anticipates entering into a contract with the selected offerer to execute the proposed work. This request for proposals, however, does not commit the Port of Brookings Harbor to award the contract or to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered. The Port of Brookings Harbor reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offers or to cancel this request for proposals, if it is in the best interest of the Port of Brookings Harbor.

The decision of the Port of Brookings Harbor shall be final. After the selection of a contractor the schedule may include a period of collaboration between the Port of Brookings Harbor and the selected contractor to better define, elaborate upon and/or fix the contractors exact and final workplan, starting May 28th, and extending until June 4th, 2020.

While the contractor should assume work begins immediately upon notification that they have been selected, the final scope will be defined by editing, redlining or adding superseding documents or drawings to the proposed scope of work as attached hereto. Once contracted, with respect to the exhibit documentation, contractor warrants to the Port of Brookings Harbor that the scope of work reflected can be completed by the contractor, substantially similar to the preliminary scope, for the amount of the compensation set forth in the Bid Sheet. If needed, the Work Plan Submission deadline (June 4th) may be extended.

Project completion, unless extended by the Port of Brookings Harbor, must be on or before Feb 15th, 2021.

Proposal Contents

1) Proposals, together with letters of transmittal, should include the bidder's description of the work that would be performed.

2) For each exhibit, provide;

a) The level of work to be performed.

b) The team of people who would execute the work, including descriptions of the experiences and skills of each and his/her role in the team.

c) Names, addresses and descriptions of key subcontractors that your firm would employ and a description of their relevant experience the past performance. All subcontractors must be identified in the bid. The Port of Brookings Harbor must know if work is being done outside of your firm. The Port of Brookings Harbor reserves the right to approve all subcontractors that were not approved during the RFP process. Denial of a subcontractor by the Port of Brookings Harbor will not absolve the bidder from getting the work done for the contracted price.

d) The name of the person in your firm who will be the official contact person for any contractual relationship.

e) At least two comparable previous projects in which the bidder has engaged, with names and telephone numbers of contacts with whom the bidder's previous performance can be discussed.

f) Examples from past projects that reflect the deliverables and the scope that are listed in the scope of work.

g) A management plan for the work.

h) A schedule for the work, including the range of start dates to which your firm is prepared to commit, and anticipated completion dates. The schedule should work within the time frames outlined by the Port of Brookings Harbor. Any conflict in the two should be described.

i) Proof of insurance and bonding.

j) Completed Port of Brookings Harbor Bid Sheet, with detailed budget, and estimate for the full scope of work described in its entirety, and the anticipated cash flow.

3) Proposals must state that they are valid for a period of at least 90 days from the date of Executed Agreement (May 28th, 2020).

4) Proposals must be submitted in sealed opaque containers and marked the RFP title (PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Project).

5) The name and address of the bidder must also appear on the envelope cover.

Notes: The Port of Brookings Harbor reserves the right to waive irregularities, or reject any or all bids, and reserves the right to negotiate with the selected bidder in the event that the price exceeds available funds.

The Port of Brookings Harbor may reject any bid not prepared and/or not submitted in accordance with the provisions hereof, and may waive any formalities. Any bid may be withdrawn by the bidder prior to the above closing deadline or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

Budget entries should be made in the same order as the exhibits listed on the Bid Sheet. No other bid forms or formats will be allowed except as part of the supplemental information described above (e.g. estimated detailed budgets).

Please see Bidding Instructions Addendum, entitled "Bid Doc #3: PORT OF BROOKINGS HARBOR ADDENDUM TO BIDDING INSTRUCTIONS FOR FUEL DOCK ACCESS PAD AND DOCK PILE REPLACEMENT PROJECT".

Bid Doc #3: PORT OF BROOKINGS HARBOR ADDENDUM TO BIDDING INSTRUCTIONS FOR FUEL DOCK ACCESS PAD AND DOCK PILE REPLACEMENT PROJECT

Close Date: May 11th, 2020

Close Time: 4:00 pm (PST)

Project Name: Port of Brookings Harbor Fuel Dock Access Pad and Dock Pile Replacement Project

Port's Contact: Gary Dehlinger, Port Manager
Phone: 541-469-2218; Email: portmanager@portofbrookingsharbor.com

Engineer of Record: Jack (John) Akin, MS, PE, Consulting Engineer
Office Phone: 541-474-9434; Cell Phone: 541-261-9929
Email: emc@emcengineersscientists.com

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**Bid Doc # 3 - ADDENDUM
INVITATION TO BID**

**Port of Brookings Harbor PORT OF BROOKINGS HARBOR – Fuel Dock Access
Pad and Dock Pile Replacement Project**

As announced on **April 20th, 2020**, the Port of Brookings Harbor is soliciting offers for the **PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Project**. The Project location may be seen in the attached maps and drawings attached to the Port of Brookings Harbor Specifications and Drawings. Principal work elements are enlisted in the Bidding Instructions, Bid Sheet, Request For Proposals – **PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement** and the Port of Brookings Harbor Specifications and Drawings. This is a public improvement construction project. Estimated Project cost range for bonding purposes is \$375,000 to \$700,000.

Contract documents may be seen, downloaded or obtained from the website www.emcengineersscientists.com, and thence by clicking "**PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Bid Documents**" and selecting the desired document, or from the office of the Port of Brookings Harbor, 16340 Lower Harbor Road, Brookings, OR 97415. Contact person at the office is Gary Dehlinger, office phone 541-469-2218. Offers must be received at the Port of Brookings Harbor office, by offer closing 4:00 p.m. (PST) on **May 11th, 2020**. Mailing address: Port of Brookings Harbor, 16340 Lower Harbor Road, Brookings, OR 97415. Submit offers as previously described in a sealed envelope marked "**PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Project.**" Pursuant to ORS 279C.370 Bidders are required to disclose information about certain first-tier subcontractors in the offer submission envelope. Plans and Specifications may be also obtained at the office of the Port of Brookings Harbor. Electronic files will be emailed upon request.

The Bidder must comply as applicable with ORS 279C.800 through ORS279C.870 or 40 USC 276a. Each Bidder must complete the Residency Statement, attached to the Offer Form. Bidder shall be currently registered with the Construction Contractors Board (CCB), holding the proper registration for the work contemplated herein, at the time of submittal. All Subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Prevailing Wage Rates for Public Works Contracts in Oregon, if required, are available on line at http://www.oregon.gov/boli/WHD/PWR/Pages/January_2014_Index.aspx.

Offers will be opened after 4:00 p.m. (PST). As afore-stated in the posted Bidding Instructions, the Port of Brookings Harbor reserves the right to reject any offer not in conformity with the offer requirements, or the right to reject all offers if it is in the best interest of the Port of Brookings Harbor.

ADDED INSTRUCTION TO BIDDERS

1. Contact Information

1.1 Port Contact Information: Bidders may direct all questions concerning the Contract Documents in writing, no later than three (3) calendar days prior to offer opening to Port of Brookings Harbor, 16340 Lower Harbor Road, Brookings, OR 97415. Contact person at the office is Gary Dehlinger, office phone (541) 469-2218, email gary@portofbrookingsharbor.com. The Port of Brookings Harbor is herein used synonymously with the term "Port" as used throughout the bid documents.

1.2 Engineer of Record's Representative Information: Questions concerning Drawings or Specifications should be directed in writing, no later than three (3) calendar days prior to offer opening to the Engineer of Record, Jack Akin, EMC-Engineers/Scientists, LLC, 450 Conestoga Circle, Jacksonville, Oregon 97530, Office (541) 474-9434, Cell (541) 261-9929, email emc@emcengineersscientists.com.

2. General Information

2.1 Scope of Work: The work contemplated under this contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for and reasonably incidental to, the completion of all work in connection with the project described in the Contract Documents.

2.2 Preparation: Special care should be exercised in the preparations of offers. Bidders must make their own estimates of the facilities and difficulties attending the performance of the work, including local conditions, uncertainty of weather, permit conditions and all other contingencies.

2.3 Discrepancies: If a Bidder finds discrepancies in, or omissions from the plans, specifications, contract documents, or have doubt as to their meaning; the Bidder shall at once notify the Port. The Port will then investigate and determine if an addendum will be issued.

2.4 Prevailing Wage: The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2, and G.2.3 of the General Conditions, if applicable.

This invitation to offer and the resulting Contract are subject to the Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference:

Prevailing Wage Rates, if required, for Public Works Contracts in Oregon are available on line at http://www.oregon.gov/boli/WHD/PWR/Pages/January_2014_Index.aspx.

3. Offer Preparation

3.1 Offers are Offers: The offer is the Bidder's offer to enter into a contract which, if the offer is accepted for award, binds the Bidder to a contract and the terms and conditions contained in the invitation to offer. A Bidder shall not make the offer contingent upon the Port's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the Invitation to Offer.

3.2 Offer Form: The offer response shall be made on the form provided in the Invitation to Offer as prescribed by the Port (Bid Sheet). The Bidder may not alter, modify or change the offer form except as directed by offer addendum. Bidders are required to use the form provided within the Contract Documents. Offers may be rejected if they contain any recapitulation or restating of the work to be done, disclaimers, exceptions or other limitations. All offers must be sealed, typewritten or prepared in ink and must be submitted on the Offer Form. No oral, telegraphic, telephone or facsimile offers will be accepted.

3.3 Addenda: The Port reserves the right to make changes to the Invitation to Offer and the resulting contract, by written addenda, prior to the closing time and date. Addenda will be mailed or faxed to all parties on the planholders list. The Port is not responsible for an Bidder's failure to receive notice of addenda. Addenda shall only be issued by the Port and upon issuance are incorporated into the Contract Documents or the resulting contract. If required by addendum, Bidders shall sign and return the addendum prior to the offer closing time and date.

3.4 Examination of Plans, Specifications and Work Site: It is understood that a Bidder, before submitting its offer, had made a careful examination of all plans, specifications, and contract documents; that the Bidder is fully informed as to the quality and quantity of materials and character of work required; and that the Bidder had made a careful examination of the location and conditions of the work and the sources of supply for materials. It is further understood that an offer awarded hereunder is subject to the Port being able to comply with all zoning ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for the structure or structures contemplated in the offer documents, and any or all of which conditions may be contained in the contract and if such conditions are not satisfied may result in termination of the contract. The Port will in no case be responsible for any loss of for any unanticipated costs that may be suffered by the contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the work.

3.5 Construction Contractor's Board (CCB): The Bidder shall be currently registered with the CCB, holding the proper registration for the work contemplated herein, at the time of offer submittal. All subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work or valid license from the Oregon State Landscape Contractor's Board, as defined by ORS 671.530. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

3.6 Delinquent Oregon Taxes: No contract will be awarded to a Bidder who cannot certify they are not in any violation of Oregon tax laws. For purposes of this requirement, "Oregon Tax Laws" means those programs listed in ORS 305.380 (4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homePorts and renters property tax relief program and local taxes administered by the Department of Revenue.

3.7 Drug Testing Program: Bidder must have a "Qualifying Employee Drug-testing Program" pursuant to ORS 279C.505.

3.8 First-Tier Subcontractor Disclosure Instructions: Pursuant to ORS 279C.370, Bidders are required to disclose information about certain first-tier subcontractors when the Port estimates the contract value for a public improvement to be greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials, it would be greater than or equal to: (i) 5% of the project offer, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its offer submission or within two (2) working hours after offer closing:

- a) The subcontractor's name,
- b) The category of work that the subcontractor would be performing, and
- c) The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the accompanying Disclosure Form. The Port MUST reject an offer if the Bidder fails to submit the disclosure form with this information by the stated deadline. OAR 137-049-0360. An Bidder shall submit the disclosure form required by OAR 137-049-0360 either in its offer submission or within two (2) working hours after Offer Closing in the manner specified by the Invitation to Offer.

Compliance with the disclosure and submittal requirements of ORS 279C.370(2) and (3) and these instructions is a matter of responsiveness. Offers which are submitted by Offer Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award. The Port shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360.

The Port shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Port is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.370.

3.9 Use of Brand or Trade Names: Any brand or trade names when used are for the purpose of establishing a basis of quality, certain machinery, equipment or kinds of materials, either by description or process or by designating a manufacturer by name and referring to its brands or product designation, or by specifying a kind of material.

It is not the intent of this contract to exclude other processes, equipment, or materials of equal quality, value, utility or merit. Whenever a process is designated or a manufacturer's name, brand or item is designated or described, it shall be understood that the words "or Equal" follow such name, designation or description, whether in fact they do so or not. For those items designated with "or Approved Equal", approval shall be obtained prior to the offer closing in accordance with Equipment, Methods or Material Substitution. Any items designated "as Required", no substitutions will be considered.

3.10 Equipment Methods or Material Substitution: When a brand name(s) is required by the specifications, all Bidders shall provide the specified product unless another product or products are approved through product substitution. Bidders may request approval in writing on company letterhead to the Engineer of Record's Representative, not less than ten (10) calendar days prior to offer closing. Each request shall contain sufficient information to determine product acceptability. A product substitution request that is not complete may not be considered. The Engineer of Record shall determine, in its sole discretion, whether an Bidder's requested substitution is "Equal". Approval of any substitute equipment, method or materials shall be issued in the form of an Addendum issued no later than seventy-two (72) hours prior to offer closing.

3.11 Bid Security: Each offer shall be accompanied by a certified or cashier's check or bid bond on the form included in the contract documents payable to the Port in an amount equal to ten percent (10%) of the total amount offer. Bid Security shall be furnished to the Port as security against failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award. If the undersigned fails to execute the Contract, furnish a Performance Bond and a Payment Bond, or furnish certificates of insurance, then the Port may collect under the Bid Security.

3.12 Unit and Total Price: All designations and prices shall be fully and clearly set forth. The written offer price shall prevail over the numerical offer price.

3.13 Signature on Offer: Offers must be signed in ink by an authorized representative of the Bidder. Signature on an offer certifies that the offer is made without connection with any person, firm or corporation making an offer for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on an offer also certifies that the Bidder had read and fully understands all specifications, terms and conditions. No consideration will be given to any Claim resulting from offering without comprehending all requirements of the Contract Documents OAR 137-049-0260(3).

3.14 Protest of Offer Requirements: Bidders may, in writing protest or request changes of any specifications or contract terms. This written protest or request must be received by the Port unless stated differently in the offering documents no later than ten (10) calendar days prior to the Offer Closing date.

The written protest or request shall include the reasons for the protest or request, and any proposed changes to the offer specifications or contract terms. Envelopes containing offer protests shall be marked identifying the project name, closing date, time and include the words "Offer Protest".

4. Offer Submission

4.1 Submission Location: The offer and all required attachments must be received at the office of the Port of Brookings Harbor, 16340 Lower Harbor Road, Brookings, OR 97415, Attention: Gary Dehlinger, Port Manager, by offer closing **May 11th, 2020**, at 4:00 p.m. (PST).

Submit the offer in a sealed envelope marked "Port of Brookings Harbor – Fuel Dock Access Pad and Dock Pile Replacement Project." Sealed offers must be received prior to offer closing time.

4.2 Subcontractor Disclosure Form Submission: The Subcontractor Disclosure Form must be received with the offer submission or by 4:00 p.m. (PST) on the offer closing date.

4.3 Subcontractor Responsiveness: Compliance with the Subcontractor Disclosure and submittal requirements of ORS 279C.370(2) and (3) and this rule is a matter of responsiveness. Offers which are submitted by offer closing, but for which the Subcontractor Disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for contract award.

4.4 Offer Modification: Once submitted, offers may be modified in writing prior to the time and date set for offer closing. Modifications shall be prepared on the Bidder's letterhead, signed by an authorized representative of the Bidder, state that the new document supercedes or modifies the prior offer and be submitted in a sealed envelope, appropriately marked identifying the project name, closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable.

4.5 Offer Withdrawals: An offer may be withdrawn prior to the offer closing time and date. Offers may be withdrawn in writing, on the Bidder's letterhead, signed by an authorized representative of the Bidder.

4.6 Late Offers: No offer received after offer closing time will be considered. The Port shall not be responsible for the proper identification and handling of any offer not submitted in the proper form or specified location.

5. Offer Opening

5.1 Offers will be opened at the Port of Brookings Harbor office between 4:00 p.m. (PST) May 11th and May 19th, 2020. Award decisions will not be made at the offer opening.

6. Offer Results

6.1 Offer Notification: To obtain offer results, notes may be taken at the public reading of the offer or a personal inspection may be made of the offer files at a later date, by appointment only, during regular business hours. Awarded offer files are public records and available for review upon request to the Port.

6.2 Offer Tabulation: Bidders may request tabulations of offers from the Port. Each request for offer tabulation must be written indicating the project name, offer closing date, your name and mailing address.

7. Offer Evaluation and Award

7.1 Offer Award: A contract may be awarded to the Lowest Responsible/Responsive Bidder, subject to the provisions of the offer requirements. The competency and responsibility of the Bidders and of their proposed subcontractors will also be considered in making the award.

7.2 Lowest Responsible/Responsive Bidder: Offers will be evaluated to identify the "lowest responsible/responsive Bidder". The "lowest responsible/responsive Bidder" is the lowest Bidder who has substantially complied with all requirements of the Contract Documents and who can be expected to deliver promptly and perform reliably.

7.3 Method of Award: Offer award will follow the procedure set forth in the Contract Documents, the Port's Public Contract Rules and the Oregon Attorney General's Model Public Contract Rules in that order of priority. The Port reserves the right to make the award by item, groups of items, entire offer, alternative offer or add/deduct whichever is in the best interest of the Port.

7.4 Unit and Total Price: The price per item shall be clearly shown in the space provide in the Bid Sheet. The pricing shall be extended to show the total when required. In case of errors in extension the unit price shall prevail. The written unit price shall prevail over the numerical unit price.

7.5 Cash Discounts: Cash discounts will not be considered for award purposes unless stated in the Contract Documents.

7.6 Oregon Preference: Awards shall be subject to preference for products produced or manufactured in Oregon, price, fitness and quality being equal as defined by ORS 279A.120.

7.7 Reciprocal Law: In determining the lowest responsible Bidder, a nonresident Bidder eligible to receive a preference in the state that the Bidder resides, shall have that same percentage preference added to the offer amount, pursuant to ORS 279A.120.

7.8 Offer Rejection: The Port may reject any offer not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all offers upon a finding of the Port that it is in the public interest ORS 279C.395.

7.9 Protest of Award: An adversely affected or aggrieved Bidder may protest contract award within the time stipulated in the bidding documents per OAR 137-049-0450, this timeline shall be no more than ten (10) calendar days following issuance of the written tentative notice of award. Notice of contract award shall consist of either a notice to the apparent lowest Bidder or issuance of the Notice to Proceed (whichever is earliest). Unsuccessful Bidders are not generally notified that a contract is awarded. In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive contract award. An actual Bidder who is adversely affected or aggrieved by the award of the contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the established timelines. Pursuant to OAR 137-049-0450, no protest against award because of the content of the specifications or contract terms shall be considered after the deadline for submitting protests for specifications or contract terms.

8. Contract Period and Notice to Proceed

8.1 Contract Performance Period: The Bidder shall note the contract period in calendar days which begins with the Notice to Proceed and ends with the Final Completion Date. The Bidder should make due allowance for any specified on-site work restrictions or other probable difficulties (weather, high water etc.) which may be encountered to assure that the work can be accomplished on schedule within the contract period.

8.2 Public Works Bond: The Bidder, shall file with the Construction Contractors Board and maintain in full force and effect a public works bond prior to starting work on the project. The Bidder will also require in every subcontract that the subcontractor file a public works bond prior to starting work on the project, unless exempt. ORS279C.830(2).

8.3 Performance Bond: The Bidder, to whom award is made, must enter into written Contract within fourteen (14) calendar days after the prescribed forms are presented to them for signature. Failure to enter into a Contract may result in bid bond forfeiture and result in award to the next lowest responsible/responsive Bidder. A 100% performance bond is required in the full amount of the Contract price.

8.4 Schedule of Values: Following the contract award and issuance of the notice to proceed the Contractor shall within ten (10) calendar days submit a lump sum offer cost breakdown, separated in major items of work on the form as provided by the Engineer of Record's Representative. Unless objected to by the Port, this cost breakdown and the amount of accepted work performed shall be used as the basis for determination of progress payments to the Contractor during the construction period.

9. Anticipated Project Schedule

See "Bid Doc #1", Schedule/Timeline.

End of Instruction to Bidders Addendum

**ATTACHMENT "A" – OFFER FORM
RESIDENCY INFORMATION**

ORS 279A.120 states "In determining the lowest responsible Bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the offer/proposal of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides."

"Resident bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the twelve (12) calendar months immediately preceding submission of the offer, has a business address in this state and has stated in the offer whether the Bidder is a "resident bidder".

"Non-resident bidder" means an Bidder who is not a "resident bidder" as defined above.

- a. Check one: Bidder is a resident bidder () non-resident bidder

- b. If a resident bidder, enter your Oregon business address:
41850 Kingston-Jordan Rd.
Stayton, Oregon 97383

- c. If a non-resident bidder, enter your state of residency: _____

- d. If a non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state.
Check one: () yes () no

If yes, state your preference percentage: _____ %

If yes, but not a percentage of bid/proposal price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation): _____

ATTACHMENT "B" – OFFER FORM: REFERENCES

Bidder shall provide a list of three (3) different project references, one of which must be a governmental body with their Offer that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope.

Project Reference #1

Name of Project:

Port of Port Angeles Terminal 1 Redevelopment

Project Location:

Port Angeles, Washington

Project Date:

August 24, 2015

Project Port Name:

Port of Port Angeles

Name of Contact Person #1:

Chris Hartman

Telephone Number / Fax Number for Contact Person #1:

(360) 457-8527

(360) 452-3959

Project Reference #2

Name of Project:

Port of Brookings Floating Dock Repair

Project Location:

Brookings, Oregon

Project Date:

November 21, 2011

Project Port Name:

Port of Brookings

Name of Contact Person #1:

Steve Sparkman

Telephone Number / Fax Number for Contact Person #1:

(541) 774-5590

(541) 774-5591

Project Reference #3

Name of Project:

Marina Headwalks and H-Dock Replacement

Project Location:

Washougal, Washington

Project Date:

June 5, 2013

Project Port Name:

Port of Camas - Washougal

Name of Contact Person #1:

Jeremy Wilcox

Telephone Number / Fax Number for Contact Person #1:

(360) 835-2196

(360) 835-2197

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BID BOND

We, Legacy Contracting, Inc., as "Principal,"
(Name of Principal)

and Fidelity and Deposit Company of America, an Illinois Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Brookings Harbor "Port" the sum of (\$ --10%--) --Ten Percent of Total Amount Bid-- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or offer to the Port in response to Port's procurement document for the project identified as: Port of Brookings Harbor Instructions, Bid Sheet, Request For Proposals – PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Project, which proposal or offer is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the offer pursuant to ORS 279C.365 (4) and the procurement document.

NOW, THEREFORE, if the proposal or offer submitted by Principal is accepted, and if a contract pursuant to the proposal or offer is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to the Port its good and sufficient performance and payment bonds required by the Port within the time fixed by Port, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 8th day of May, 2020.

PRINCIPAL: Legacy Contracting, Inc.

By [Signature]
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Fidelity and Deposit Company of Maryland

BY ATTORNEY-IN-FACT:

Ty Moffett
Name

[Signature]
Signature

1605 Liberty Street SE
Address

Salem OR 97302
City State Zip
(503) 362-2711 ty@agsadowski.com
Phone FAX Email

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, ~~Attorneys-in-Fact~~. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15 day of May, 2020.

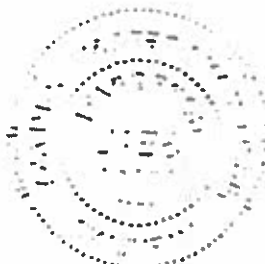


Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Derek SADOWSKI and Ty MOFFETT, both of Salem, Oregon, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of January, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)**

Offers which are submitted by Offer Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

PORT SUPPLIED INFORMATION:

PROJECT NAME: PORT OF BROOKINGS HARBOR – Instructions, Bid Sheet, Request For Proposals – PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement Project

OFFER CLOSING Date: May 11th, 2020 Time: 4:00 p.m. (PST)

Deliver Form To: Port of Brookings Harbor

Designated Recipient: Gary Dehlinger, Phone #: (541) 469-2218

Port's Address: 16340 Lower Harbor Road, Brookings, OR 97415

INSTRUCTIONS:

The Port will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the offer or within two (2) working hours after the advertised offer closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, with the offer number and project name clearly marked, at the location indicated by the specified disclosure deadline (May 11th, 2020).

List below the Name, Category of Work and Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	<u>Tide Water Contractors Inc.</u>	<u>Paving</u>	<u>\$50,200</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Legacy Contracting, Inc.

Contact Name: Jeff Howell Phone #: (503) 749-1818

PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Brookings Harbor the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Port of Brookings Harbor, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Brookings Harbor and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors,

and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Port on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Brookings Harbor, or the above-referenced members, officers, employees or agents be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1) Bond Amount No. 1: \$ _____
_____ (Surety #2) * Bond Amount No. 2: * \$ _____
** If using multiple sureties* Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Brookings Harbor the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Brookings Harbor, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the above-referenced members, officers, employees and agents, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS FORM

To: Gary Dehlinger
Port of Brookings Harbor
16340 Lower Harbor Road,
Brookings, OR 97415,

From: _____

Project: **Port of Brookings Harbor – Fuel Dock Access Pad and Dock Pile Replacement**

In connection with our request for final payment for the above Project, I, _____
Hereby state that

- All subcontractors and suppliers have been paid in full,
- All obligations on the Project have been satisfied,
- All monetary claims and indebtedness have been paid,
- All disputes with property owners have been resolved,

To the best of my knowledge, there are no liens or claims of any kind outstanding against the Project. Furthermore, I agree to indemnify and hold harmless the Port of Brookings Harbor from any and all Claims for labor or materials furnished under the Contract for the above Project.

Dated this _____ day of _____, 20 ____.

Contractor: _____

By: _____ Title: _____

State of Oregon

County of _____

On this _____ day of _____, 20 ____ before me personally appeared

- _____ Whom I know personally
 - _____ Whose identity I proved on the basis of _____
 - _____ Whose identity I proved on the oath/affirmation of _____
- a credible witness to be the signer of the above document, and he/she acknowledges that he/she executed the same.

S
E
A
L
Notary Public _____
My Commission Expires: _____

Bid Doc #4: BID SHEET (with Addendum): Port of Brookings Harbor – Fuel Dock Access Pad and Dock Pile Replacement Project

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following itemized prices (see Bid Doc #5 for itemized):

No.	Item	Price
1	Unfasten and carefully remove existing steel rail fencing from atop existing fuel dock access pad and set aside for re-use.	\$1,412
2	Remove and dispose to landfill sixteen (16) tons of concrete structure	\$4,635
3	Excavate seventy cubic yards (70) cubic yards of native soils (reuse of soils to be evaluated by engineer-of-record).	\$4,970
4	Drive four (4) 12W, 45 foot long H-piles as shown in Bid Doc #5	\$11,600
5	Backfill excavation as shown in Bid Doc #5	\$4,800
6	Construct a new fuel dock access pad and asphalt approach, as described in Bid Doc #5	\$173,500
7	Fasten rail fencing to new pad	\$3,345
8	Remove thirty-one (31) old piles and hoops, seven piles (7) of which are braced by steel I-beam supports (see photo in Bid Doc#5)	\$20,200
9	Replace all piles with new, coated, 60' long, 16 inch diameter steel piles, new hoops, caps, washer plate, fasteners, including shipping, installation as described in Bid Doc #5	\$155,000
10	Provide corrosion-resistant pile coating as shown in Bid Doc #5.	\$40,375
11	Construct an on-shore Alternative Gangway Connection as shown on Sheet C8.0)	\$9,400
12	Equipment renting, mobilizing, putting in place, demobilizing	\$159,750
TOTAL BID		\$ 588,987

Amounts are to be shown clearly in figures.

The unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work.

Bidder understands that the Port reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bid Sheet ADDENDUM

The undersigned, as Bidder, declares:

That the only persons or parties interested in this Offer as principals are those named herein; and

That this Offer is made without collusion with any other person, firm or corporation; and

That the Bidder has carefully examined the Contract Documents, Addenda, Specifications, Drawings, etc. (Bid Docs #1, #2, #3, #4 and #5).

The Bidder acknowledges receipt, has read and understands all Contract Documents in existence at the date the Bid Sheet is signed. The Bidder waives all rights to plead any misunderstanding regarding the same.

If this Offer is accepted, the Bidder shall certify in the Contract Agreement, and it shall be a condition of the payment bond, as provided by ORS 279C.800 through 279C.870, that in performing this Contract the Bidder will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day and per week for and to each and every workman who may be employed in and about the performance of this Contract; and

The Bidder understands that if a contractor or first-tier subcontractor fails to pay for labor or services, the Port of Brookings Harbor can pay and withhold these amounts from payments due the Bidder. (ORS 279C.515)

The Bidder will pay daily, weekly, weekend, holiday overtime as required in (ORS 279C.540). The Bidder will provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work (ORS 279C.520) The Bidder will pay for any medical services they have agreed to pay (ORS 279C.530).

The Bidder shall comply with all applicable Public Contract Laws to include ORS 279C.500 to ORS 279C.530 and the Oregon Workers Compensation Laws as required by ORS 656.017; and

The Bidders Company has a valid Certificate of Registration with the Construction Contractors Board, in accordance with ORS 701 et. seq for all the work described herein. Bidders' Registration Number is 185342 .

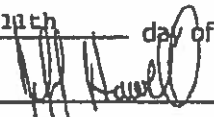
The Bidder by its signature, hereby attests or affirms under penalty of perjury that he/she is authorized to act on behalf of the Contractor in this matter, that he/she has authority and knowledge regarding the payment of taxes, and that the Contractor is, to the best of my knowledge, not in violation of any Oregon tax laws; and

Name	Address
Jeff Howell	41850 Kingston-Jordan Rd. Stayton, Or 97383
Todd Ross	41850 Kingston-Jordan Rd. Stayton, Or 97383
Kim Howell	41850 Kingston-Jordan Rd. Stayton, Or 97383

The name of the surety by which the Surety Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows (attach a separate sheet if using more than one surety); and

Name of Surety Zurich American
 Name of Agent A.G. Sadowski
 Address 1605 Liberty St. SE
Salem, Oregon 97302

BIDDER:

Dated this 11th day of May, 2020
 Signature: 
 Typed Name: Jeff Howell Title: President
 Company Name: Legacy Contracting, Inc.
 Address: 41850 Kingston-Jordan Rd. Stayton, OR 97383
 Telephone: (503) 749-1818 Fax: (888) 249-2203
 Federal Tax Identification Number: 80-0335364

End of Bid Sheet

Bid Doc #5: Specifications and Drawings

PORT OF BROOKINGS HARBOR – Fuel Dock Access Pad and Dock Pile Replacement

1.0 Project Summary (Note: All Sheet references below are from the attached drawing package entitled "Fuel Dock Access Pad and Dock Pile Replacement")

1. unfasten and carefully remove existing steel rail fencing from atop existing fuel dock access pad and set aside for re-use (see photos in Sheet C5.0, with Details on 6.0 & 6.1);
2. coordinate with service provider who will disconnect fuel piping, utilities piping and cable connection away from the work (done by separate contractor, must be done prior to asphalt approach construction);
3. remove and dispose to landfill about sixteen (16) tons of concrete structure (see Sheets C5.0, 6.0 and 6.1);
4. excavate about seventy (70) cubic yards of native soils (see Sheets C5.0, 6.0 and 6.1);
5. drive four (4) 12W-53, 45 foot long H-piles to pad base level (see Sheet C7.0 and H-Pile Detail on Sheet C8.0), and per Section 12.0 below;
6. backfill excavation as shown on Sheet C7.1, and Grading Notes on Sheet C2.0, and per Section 13.0 below;
7. construct a new fuel dock access pad as shown on Sheets C7.0, 7.1 and C7.2 (Note-Pile/pad and On-shore gangway tie-ins on Sheet C8.0), and per Section 14.0, 15.0 and 16.0 below;
7. fasten rail fencing to new pad;
8. construct asphalt pavement with drainage on approach as shown on Sheets 7.0 and C10.0 (Paving Plan), with Details on Sheets 10.1 and 10.2, and per Section 18.0 below;
8. remove thirty-one (31) old piles, seven (7) of which are braced by steel I-beam supports shown in photo on Sheet C5.0, at locations shown on C9.0.
9. replace all piles with new, coated, 60' long, 16 inch diameter steel piles, and new hoops and caps as described in Section 17.0 below, and on Sheet C9.0.
10. Construct On-shore gangway connect as shown on Sheet C8.0, Detail 2A. Chain & Shackle, as shown on Sheet C8.1, Detail 1, to be attached to concrete block.

2.0 Cleanup After Completion

1. Upon completion of the work, clean up and remove from the Port property all refuse and unused materials of any kind resulting from the work.
2. Provide the following documents:
 - a. A written request for final inspection.
 - b. A clean set of drawings marked, showing all deviations from the planned construction (as built) and representing a complete record of the actual location of all completed work.
 - c. Provide test results as required.

3.0 Erosion Control

1. Temporary Sediment Fences:

- a. Maintain Port furnished and installed upland sediment fence for the duration of the project.
 - b. All excavated material from sediment fence installation shall be firmly re-deposited along the entire trenched area on the uphill side of the fence.
 - c. The sediment fence shall be installed to follow the contours where feasible. The fence posts shall be spaced a maximum of 6 feet apart and driven securely into the ground a minimum of 24 inches.
 - d. Sediment fences shall be inspected by the Contractor immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs, relocations or additions shall be made immediately.
 - e. At no time shall more than one foot of sediment be allowed to accumulate behind a sediment fence. Sediment should be removed or regraded into slopes, and the sediment fences repaired and reestablished as needed
 - f. Sediment fences shall be removed when they have served their useful purpose, but not before the up slope area has been permanently protected and stabilized.
2. Straw Bale Sediment Barrier: Maintain Port furnished 45 to 60-pound rectangular straw bales that are wire-bound or string-tied. Secure straw bales with wooden stakes (2"x2"x 3 feet), and wattles if used shall comply with ODOT specifications 00280.16(e), type 3.
- a. Straw bales and wattles may be used to divert runoff around active work areas or into sediment filtration/sedimentation areas.
 - b. Straw bales and wattles shall be secured with stakes driven through them and into the ground to a minimum depth of 12 inches. Straw bales shall be keyed into the existing ground 2 to 4 inches.
3. Other erosion control measures identified in the Contractor's ECP shall require a submittal to the Engineer of Record.
4. Plastic Sheeting used to cover stockpiles (if necessary) shall be polyethylene and have a minimum thickness of 6 mil.
- a. Spoils piles and exposed earth slopes shall be covered in wet weather or if wet weather is anticipated. Plastic sheeting shall be installed and maintained tightly in place by using sandbags, rocks or tires on ropes with a maximum 10 feet grid spacing in all directions. All seams shall be taped or weighted down full length and there shall be at least 12-inch overlap of all seams. For seams parallel to the slope contour, the uphill sheet shall overlap the downhill sheet. No runoff shall be allowed to run under the plastic covering.
 - b. Drainage from areas covered by plastic sheeting shall be controlled such that no discharge occurs directly onto uncontrolled, disturbed areas of the construction site.
5. Other erosion control measures identified in the Contractor's ECP shall be used in accordance with the manufactures instructions or per best management practices.
6. Plastic Sheeting:
- a. Spoils piles and exposed earth slopes shall be covered in wet weather or if wet weather is anticipated. Plastic sheeting shall be installed and maintained tightly in place by using sandbags or tires on ropes with a maximum 10 feet grid spacing in all directions. All seams shall be taped or weighted down full length and there shall be at least 12-inch overlap of all seams.

For seams parallel to the slope contour, the uphill sheet shall overlap the downhill sheet. No runoff shall be allowed to run under the plastic covering.

b. Drainage from areas covered by plastic sheeting shall be controlled such that no discharge occurs directly onto uncontrolled, disturbed areas of the construction site.

7. Filter fabric fences, sediment barriers and other erosion control devices shall be removed by the Contractor when they have served their useful purpose, but not before the upslope area has been permanently protected and stabilized.

4.0 Sediment Transport Prevention

1. Prevent dirt and mud, from escaping trucks departing the work site, by cleaning truck tires before leaving the construction site.

2. All streets in the construction area used by Contractor's trucks or any other equipment hauling material to and from the area, whether within the Contract limits or adjacent thereto, shall be kept clean by the Contractor and shall be continuously serviced by the contractor's use of sprinkling trucks to control dust. All cleaning and sprinkling shall be at the Contractor's expense. Violations of these requirements are sufficient grounds for the Port to order the streets in question to be cleaned by others. The expense of the street cleaning will be charged against the Contractor and cost withheld from Contractor's payments.

5.0 Noise Control

1. Comply with all local, state, and federal noise level rules, regulations and ordinances.

6.0 Tree and Plant Protection

1. The Contractor shall protect all existing native shrubs and trees outside of the work limits from damage by construction activities. Work areas shall be carefully located and marked to reduce potential damage. Trees shall not be used as anchors for stabilizing working equipment. The Contractor shall not remove any native shrubs or trees outside of the work limits without written approval from Port.

2. If native shrubs or trees are damaged or destroyed by the Contractor's operations without prior authorization by the Port, the Contractor shall replace the native shrubs or tree in species, size and grade to the satisfaction of and at no cost to the Port. In the event the Contractor does not perform this replacement work in a timely manner as determined by the Port, the Port reserves the right to have the work performed by others. The expense of replacing native shrubs or trees will be charged against the Contractor and the cost withheld from Contractor's payments.

7.0 Upland Dewatering and Water Control

1. The Contractor shall not divert storm drainage or sewer flow through any portion of new sewer or any other new facility until after that portion of the pipeline to be used has been field-acceptance tested in accordance with the Specifications, and until specific written approval from the Port has been received. No direct water from construction activities shall be diverted to new or existing sanitary sewer.
2. Maintain excavations free from water while construction is in progress. Any water which is pumped from excavated areas shall not be diverted into the state waterways without proper treatment or confinement.

8.0 Cultural Resources

1. Attention is directed to the National Historic Preservation Act of 1966 and 36 CFR 800, which provide for the preservation of potential historical, architectural, archaeological or cultural resources (hereinafter "cultural resources"). The Port intends to conform to the applicable requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources and fair compensation to the Contractor for delays resulting from such cultural resources investigations.
2. Monitoring: In the event potential cultural resources are uncovered during subsurface excavations at the worksite, the following procedures will be instituted:
 - a. The Contractor will notify the Port immediately.
 - b. The Port will issue a verbal work suspension directing the Contractor to cease all construction operations at the location of a potential cultural resources discovery. The Port will contact a professional archaeologist to evaluate the significance of the find. A written work suspension order will be issued within four hours of the verbal work suspension order.
 - c. Such work suspension will be effective until such time as the qualified archaeologist can evaluate the potential cultural resources for their significance and make recommendations to the State Historic Preservation Officer. Any work suspension direction will contain the following:
 - (1) A clear description of the work to be suspended.
 - (2) Any instructions regarding issuance of further orders by the Contractor for material services.
 - (3) Specific direction to the Contractor to minimize the work suspension costs (i.e., work elsewhere while archaeologist is evaluating find).
 - (4) Estimated duration of the temporary suspension.
3. If the archaeologist determines the cultural resource is eligible to be nominated to the National Register of Historic Places, the Port may extend the duration of the work suspension order in writing.
4. Equitable adjustment of the construction Contract time will be made for temporarily suspended work in accordance with the General Conditions.

9.0 Fines

1. Contractor shall be responsible for all fines incurred from non-compliance with regulations of governing authorities.

10. Clearing and Grubbing

1. Clearing, grubbing, and disposal shall be completed by Contractor, as needed.
2. The Contractor shall be responsible for filling and compacting of any holes resulting from grubbing or demolition.

11.0 Demolition

1. Cleanup materials from demolition shall be by Contractor.
2. Any disposal materials from the Contractor's demolition shall be by Contractor.
3. Disposal material shall be hauled off site and completely removed from the Port's property. Disposal material is the property of the Contractor and therefore it is the sole responsibility of the Contractor. Disposal shall be in accordance with federal, state, and local laws and regulations.

12.0 Excavation

This item includes all labor, equipment, and materials required for the excavation, embankment, and grading of the project site to the lines and grades shown on the drawings and required by the specifications.

1. Excavation of all material encountered to the limits shown on the drawings.
2. Hauling, disposing, and spreading of excess excavated material to sites secured by the Contractor.
3. Locating and protecting existing facilities and utilities.
4. Grading and reshaping of grade.
5. Placement and compaction of select excavated material as subbase.
6. Furnishing and installing a minimum of aggregate base under all concrete sidewalk, paved surfaces, and where shown on the drawings.
7. Compaction of subgrade and aggregate base.
8. All miscellaneous items of work required to complete the construction.

13.0 Subgrade and Subbase

1. Excavation shall be carried to lines and grades shown on the drawings, and as required to accommodate specified subbase, aggregate base, paving, and concrete. Any over excavation due to faulty workmanship will be brought to grade by the Contractor at his expense.

2. **Grade Control** - Establish and maintain the required lines and grades during construction operations. Check subgrade for conformity to design grades and sections immediately before placing subbase if needed and aggregate base.
3. Subgrade shall be free of ruts, depressions, and irregularities.
4. **Subgrade Preparation** - Breakup and scarify the existing ground. Compact scarified and/or excavated subgrade prior to placing embankment, subbase and/or aggregate. Subgrade shall be thoroughly compacted by a minimum of two passes with a mechanical type compactor to obtain 95% of maximum density to a depth of 1 foot below established subgrade elevation.
5. Remove any unsuitable material, found, as shown on the drawings, or as directed by the engineer-of-record, in the subgrade and replace with a subbase material. This mixed material layer is still classified as subgrade.
6. **Subbase Preparation** - Place the subbase in nearly horizontal layers not more than 6 inches thick in such a manner that when compacted it will conform to the grades and sections shown on the drawings. Each 6 inch layer of subbase shall be thoroughly compacted by a minimum of two passes with a mechanical type compactor to obtain 95% of maximum density.

14.0 Concrete

1. Concrete shall be supplied from a local ready-mix plant regularly engaged in the production of concrete, and delivered by rotating drum truck.
2. Cement, aggregate, and water shall be proportioned to obtain concrete with good workability.
3. Mix design shall meet the following requirements:
 - a. Cement type: ASTM C 150 Type I & II.
 - b. Minimum compressive strength concrete: 4,000 psi at 28 days in conformance with ASTM C 39.
 - c. Minimum cement content: 580 pounds of cement per cubic yard. As a replacement for cement, fly ash may comprise up to 20% of the minimum specified cement content.
 - d. Aggregates shall comply with ASTM C 33 with course aggregates meeting size No. 67 (3/4 inch to No. 4).
 - e. Maximum water-cement ratio: 0.48 (lb./lb.). Water shall be potable.
 - f. Slump:
 - (1) 4 inches maximum without water reducing agent
 - (2) 5 inches maximum with water reducing agent
 - (3) Slump shall be measured in conformance with ASTM C 143
 - g. Air content: 4.0 to 7.0 percent in conformance with ASTM C 231.
4. Mix design submittal
 - a. The Contractor shall furnish, in writing to the Engineer, proportions by weight of the following materials to be used by the local ready mix plant, at least 10 days before using any concrete on the project.

- (1) Provide compressive strength test results obtained within the past 12 months
- (2) Air entraining admixtures
- (3) Cement type and content
- (4) Fly ash (if applicable)
- (5) Each size and gradation of aggregate
- (6) Other admixtures
- (7) Water/Cement ratio

5. Do not place concrete on frozen ground or when freezing weather is anticipated. Obtain inspector's approval before placing any new work on previously frozen and thawed soil.

6. Weather limitations:

- a. Do not place concrete if surface temperatures of forms or reinforcing steel is 90°F. or above.
- b. Do not place concrete if the ambient temperature is or is forecasted to be below 40°F. the day of the placement and the next 7 calendar days unless an approved specified enclosure, insulated forms, and/or heating devices are used to maintain the concrete surface temperature of at least 45°F.
- c. Provide forms for concrete using best common practice. Place to the lines and grades called for or as directed.
- d. Contractor shall determine the distance to the concrete local mix plant and shall carefully plan the timing of placement and finishing of the concrete.
- e. All concrete shall be in final position in the forms within 90 minutes or before 300 revolutions of the mixing drum after the addition of the mixing water to the cement and aggregates. If the ambient air temperature is above 80°F, the above limits shall be 1 hour or 200 revolutions. Concrete that exceeds these limits shall be rejected unless an appropriate retarding admixture conforming to ASTM C 494/C 494M is included in the mix design.
- f. Avoid segregation. Do not move concrete with vibrators or tampers.
- g. Consolidate concrete during and immediately after depositing, with suitable mechanical vibrators operating within the concrete, attached to steel forms, or attached to the rebar.
- h. Vibrate at any point sufficiently to accomplish compaction, but do not prolong to a point where segregation occurs.
- i. Once concrete is in the forms, no water shall be added to the concrete to aid in the finishing process.

15.0 Finishing and Curing

1. Cast-in-place concrete curbs shall have a smooth finish along all exposed surfaces. Proper forming and consolidation should eliminate rock pockets. Any rock pockets that do occur shall be patched with a grout mix.
2. Protect concrete from rain during finishing and scaling operations.
3. Finish exterior concrete slabs with broom to achieve a non-skid finish.

4. Cure exterior concrete immediately following the surface finishing with a white liquid membrane-forming compound (Type 2) in compliance with ASTM C 309. Application rate shall not be less than 1 gallon per 150 square feet.
5. Wet burlap, canvas, or other acceptable protection shall be used to keep the concrete moist for a minimum of seven calendar days.
6. Protect concrete from freezing for 7-day minimum curing period.
7. Protect concrete from construction activities and any other traffic for minimum 72-hour cure period.

16.0 Reinforcement

1. Deformed bar reinforcement:
 - a. Deformed bar size, spacing, and layout shall be as shown on the drawings.
 - b. Deformed bars shall be epoxy coated Grade 60 new billet steel and shall be in conformance with the requirements of ASTM A 706 or ASTM A 615.
 - c. Epoxy coating shall be in accordance with ASTM A 775, ODOT 02510.11, and the following.
 - (1) Coating voids – Patch visible voids in the coating, regardless of cause, in conformance with ODOT 00530.48.
 - (2) Handling – All systems for handling coated bars shall have padded contact areas for the bars wherever possible. Pad all bundling bands and lift all bundles with multiple supports or platform bridges so as to prevent bar-to-bar abrasion from sags in the bar bundle.
 - (3) Coated reinforcement ties and supports – Ties for coated reinforcement shall be nonmetallic coated. Where coated bars are tied to uncoated bars, the ties shall be nonmetallic coated.

17.0 Pipe Piles - Summary

Installation of 31 (thirty-one) replacement piles must be via vibratory hammer. Completed pile lengths will be dependant on shear load testing, or by pile-driving refusal. Estimated vertical location of the desired soil resistance is as shown in the below attached sketch entitled "Typical Pile Profile". Refusal for this pile-driving equipment is herein estimated at a pile advancement rate of 0.3"/second (contractor must take care to avoid a false refusal assumption, most often as a result of increased soil strength caused by pore under-pressure (suction) induced by pile-driving).

If additional piles are determined by the engineer-of-record to be required, the contractor will be compensated for any additional time and materials requested by the Port of Brookings Harbor, via change order. Change order charges must be exacted by the contractor at a reasonable rate, commensurate with those used to calculate the original proposal budget.

Contractor activities are described as the installation of steel piles via a crane-mounted vibratory hammer, welding as needed on floating dock(s), operating an adequately sized crawler crane or equivalent, and extracting of corroded or damaged piles.

No grubbing, excavation, grading, seedbed preparation, demolition, culvert installation, roadway obliteration, disposal sites, detour construction or related work are planned for this project. No dewatering, water-line flushing, pavement wash waters or irrigation water discharges are planned for this project. In-water work will be accomplished during the in-water work window.

Pipe piles shall be driven with a vibratory hammer which is capable of advancing the piles to the desired tip elevation without damage. Hydro-acoustic effects are generally expected not to exceed 177 decibels at 10 meters. Jetting will not be used for piling installation.

Note: General handling, installation instructions and specifications are provided below. Please do not hesitate to contact the Engineer of Record (Jack Akin, referred to below as "EMC") with questions specific to this Bid Document, using the email address: emc@emcengineersscientists.com.

STEEL PIPE PILES INSTALLATION

PART I - GENERAL

1.1 DESCRIPTION

- A. This section describes the fabrication and installation, by driving of steel pipe piling, including cut-offs and dowels.
- B. "Driving piles" refers to installation by vibratory hammers.

1.2 REFERENCES

- A. AISC: American Institute of Steel Construction.
- B. ASTM: American Society for Testing and Materials.
 - 1. ASTM A53: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 - 2. ASTM A252: Standard Specification for Welded and Seamless Steel Pipe Piles
 - 3. ASTM A500: Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
 - 4. ASTM A501: Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
 - 5. ASTM A706: Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

- C. AWS: American Welding Society.
 - 1. AWS D1.1: Structural Welding Code – Steel, 2010
- D. IBC: International Building Code.
 - 1. IBC Chapter 17: Structural Tests and Special Instructions

1.3 SUBMITTALS

- A. Prior to mobilization at the site, submit data fully describing all proposed pile installation equipment to the Port
- B. Submit certification of yield strength and weldability of steel products by process acceptable to the Port, mill certificates of chemical and physical properties, or equivalent.
- C. Submit pile driving template.
- D. Prepare and submit to the Port full length installation records for each pile installed. The records shall be submitted within 24 hours after installation is completed for the pile. The records shall include the following minimum information:
 - 1. Final tip elevation.
 - 2. Cut-off elevation.
 - 3. Description of unusual installation behavior or conditions.
 - 4. Pile material and dimensional properties.
 - 5. Elevations at welded joints.
 - 6. Other data which may be useful in evaluating the pile.
- E. Submit prequalified welding procedure specification (WPS) for all welding processes.
- F. Provide minimum 48-hour notification to the Port of any activity (i.e., crane heights, excessive noise and vibrations, etc.) that may potentially impact Port operations.
- G. Deliver materials to the project site in such quantities and at such times to assure the continuity of pile driving operations in keeping with the project schedule.
- H. Store piles in orderly groups above ground and blocked during storage to minimize possible distortion of members. Piles exhibiting variations beyond tolerance limits will be considered distorted and may not be used in the work.

1.4 PROJECT CONDITIONS

- A. Protect existing structures from damage caused by pile driving operations.

PART 2 - PRODUCTS

2.1 OPEN-END PIPE AND SPLICE SECTIONS

- A. Pipe Piles: Shall meet the requirements of ASTM A53, Grade B, Type E or S, $F_y = 35$ ksi; ASTM A501, welded, $F_y = 36$ ksi; ASTM A500, welded, Grade D, $F_y = 36$ ksi.
- B. Piles installed with vibratory hammers shall be open-ended.
- C. Steel Reinforcing: ASTM A706, Grade 60, weldable.
- D. Fabrication: Provide backing bar and pile caps of the same steel as the piling. Fasten to piles with welded connections as shown on the drawings.

1. Welds joining piles shall be complete penetration groove welds.
2. See Section 051200, Structural Steel Framing, for additional fabrication requirements.

2.2 PILE-DRIVING EQUIPMENT

- A. Driving equipment shall be of a type generally used in standard pile-driving practice and shall be operated at the manufacturer's specified rate to develop the required rated energy. Drop hammers will not be allowed.
- B. Vibratory hammers shall be of sufficient size and energy to install piles to the required tip elevation.
- C. Driving caps shall be capable of protecting pile head and providing uniform distribution of energy to pile head.

PART 3 - EXECUTION

3.1 PILE-DRIVING PLANT

- A. Pipe piles shall be driven with a vibratory hammer which is capable of advancing the piles to the desired tip elevation without damage.
- B. Provide equipment of adequate size and capacity to handle, place, drive, and hold the piles to the required penetration and alignment. This equipment shall be able to maintain the alignment of pile and hammer without damage to either.
- C. Driving equipment shall be in good repair and operating condition and shall be capable of being operated as recommended by the manufacturer.
- D. Maintain all pile-driving equipment in safe operating condition at all times.
- E. Any equipment or method which results in regular or repeated damage to piles during driving, or is detrimental to the bearing capacity of piling already driven, will be rejected by the Port.
- F. Pile driving operations shall be performed within the constraints created by Port operations.

3.2 PILE INSTALLATION AND DRIVING CRITERIA

- A. Locate each pile accurately in accordance with the drawings. Reference cut-off elevation of each pile to bench marks established by the Port.
- B. Mark each pile with horizontal lines at 1-foot intervals, and mark the number of feet from pile point at 5-foot intervals. Place marks prior to the start of driving. Marks and numbers shall be readily seen from a minimum distance of 15 feet.
- C. Care shall be exercised in the first 10 to 12 feet of pile penetration where foreign objects in the fill may be present.
- D. Continuously drive each pile to tip elevation as shown on the drawings, and to satisfactory embedment and driving resistance as directed by the Port.
 1. Drive piles to embedment lengths or blow counts that achieve pile capacity in accordance with the contract documents.
 2. The Port reserves the right to modify driving criteria depending on the equipment used, field conditions encountered, and observations made during pile installation.

- E. Carefully maintain the center of gravity for each group of piles to conform to the locations shown on the drawings.
 - F. Carefully plumb the pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.
 - G. Jetting for installation of piling is prohibited.
 - H. Avoid excessive driving, as established by the Port.
 - I. Fasten a PVC 12" round cone piling cap to the top of the pile.
- Maintain a minimum distance to the first welded splice, a minimum length for pipe sections, and a maximum number of splices for each pile as directed by the Port.

3.3 TOLERANCES

- A. Deviation of pile head of pipe piles under the pile cap may be 6 inches from plan position in any direction, and $\pm 1/4$ inch from the cut-off elevation shown on the drawings.
 - 1. Piles out of tolerance will be rejected, and shall be removed and replaced with new piles.
 - 2. Plumb piles shall not exceed a deviation from the vertical alignment of more than 1 inch in 10 feet.
 - 3. Battered piles shall not exceed a deviation from the required batter alignment of more than 1 inch in 10 feet.
 - 4. Piles exceeding these deviations may be pulled into position only upon prior approval by the Port.
- B. Tolerances shall be measured when piles are released from the driving template, unless the template is used to form the pile cap.
- C. The Contractor shall employ a competent field person to:
 - 1. Survey the location and alignment of each pile to verify that it meets contract requirements. Field notes shall be submitted to the Port on the same day as the work.
 - 2. Survey and verify the alignment of joined pile sections before and after driving.

3.4 WELDING

- A. Fabricate accurately to lines and dimensions shown on the drawings.
- B. Make no more than one field splice and one shop splice per pile unless permitted otherwise by the Port. Splice piles by complete joint penetration weld. Carefully align and hold pieces firm and concentric until welding is complete. Provide backing bar (minimum 1/4 inch thick) for all splices. Underwater welding for pile splicing is prohibited. Splices shall develop the full strength of the pile in tension, bending, and bearing.
- C. Workmanship and technique shall be of the same standard as for structural steel assembly.

3.5 PIPE PILE ASSEMBLY AND FIT-UP

A. Pipe pile assembly shall follow the applicable sections of AWS D1.1-10, Chapter 5, Fabrication, and as modified below.

1. Articles 5.22.1.1 through 5.22.3.1 shall be used as noted for butt joints. Article 3.3.3 shall be modified as noted in the following: In the second sentence, delete "...or 1/8 inch (3 mm), whichever..."; also delete the second to the last sentence, which reads, in part, "In correcting . . . in 12 inches (305 mm)."

2. Joint root offset shall not exceed 10 percent of the joined material thickness or 1/16 inch for butt joints landing on backing bars (Article 5.22.31).

B. All piling, piling assembly, and fit-up shall meet the requirements of ASTM A252 for welded and seamless pile, Article 12.

C. Permissible Variations in Weights and Dimensions, Article 13, Straightness, and Article 14, Workmanship, Finish, and Appearance.

D. All joining sections shall be field-matched and marked for verification to minimize outside diameter differences and shall meet a maximum of 1/16 inch landing difference on each side (total of 1/8 inch).

E. No pressure tests are required for ASTM A53 pipe.

F. Pile assembly alignment shall be measured and recorded by the Contractor according to ASTM A252, Article 14, Workmanship, Finish, and Appearance, and verified before calling for acceptance testing by the Port. Each joint shall be checked and recorded according to ASTM A252 and AWS, Chapter 6.

G. Dents, gouges, or arc strikes in the piling greater than 1/8 inch shall be removed or repaired as required under AWS. Pile deficiencies greater than 1/8 inch will be rejected and pipe shall be removed from the site and replaced by the Contractor at no additional cost to the Port.

H. The Contractor shall align field splices by means that will hold both the receiving end and adjoining end in concentric alignment without deflections due to pile dead load or construction techniques or equipment. Alignment measurements shall be taken and recorded after tack welding and after final joining weld. Any out-of-tolerance assembly will be rejected. The Contractor shall remove sections and repair or replace sections and reassemble at no additional cost to the Port.

I. If misalignment of pile sections is found either by the Contractor's inspection or the Port's inspection, work will be stopped, the Contractor shall submit to the Port a work plan for correcting alignment and for eliminating future alignment problems, including equipment modifications, installation procedural changes, and labor practices before work may be started again. The Port will not grant either a contract time extension or additional compensation for the Contractor's delays in production due to pile and joint misalignment.

3.6 CUTTING OF PILES

A. Cut off tops of piles square with the pile axis and at the elevations indicated.

3.7 OBSTRUCTIONS DURING DRIVING

- A. Minor obstructions are obstructions encountered within 10 feet of mud line.
- B. An obstruction at any greater depth will still be classed as a minor obstruction unless the same obstruction also stops the advancement of a second pile adjacent to the first. No extra payment will be made for the removal of a minor obstruction.
- C. Major obstructions are obstructions not classed as minor. Additional work directed by the Port to acceptably complete the installation of the pile after encountering a major obstruction will be considered extra work under the terms of the General Conditions. A major obstruction will be determined as such after engineering review of pertinent field conditions and driving data. In addition, the Port reserves the right to require the Contractor to demonstrate, at no additional cost to the Port, that the pile cannot be driven by conventional means.

3.8 REJECTED PILES

- A. The Contractor will not be granted time extensions or additional compensation for work that fails inspection and is rejected.
- B. Associated remedial work necessary to acceptably complete the pile installation shall be performed as required by the applicable code. Such remedial work may include, but is not limited to, installation of additional piling, construction of additional framing, and removal and reinstallation of piling. No extra payment or time extensions will be made for remedial work required to acceptably complete pile installation.
- C. No payment or time extension for furnishing, driving, cut-off, or extending will be made for any piling installed by the order of the Port to correct or replace piles which are out of tolerance, misaligned, broken, incorrectly oriented, or otherwise violate these specifications, or for removing and reinstalling any piling incorrectly installed.
- D. All work within the active channel will be completed in accordance with the Oregon Guidelines for Timing of In-Water Work to Protect Fish and Wildlife resources (ODFW 2000, or the most recent version).

PART 4 - PILE COATING

A description of product and application procedures for an approved coating epoxy (DEVRON 261 QC) are attached to this bid document. This or similar coating product, suitable for marine environments (not toxic to aquatic life, etc.), must be used for pile coating for this Project.

PART 5 - EROSION, SEDIMENTATION AND POLLUTION CONTROL BMPS

4.1 BEST MANAGEMENT PRACTICES (BMP) TO BE USED

- A. Offsite Vehicle Tracking and Dust Prevention – Measures will be taken to prevent offsite tracking of materials, including sweeping pavements, covering loads and wetting soil to prevent dust. There will be no aggregate construction.**
- B. Material Management and Spill Prevention - All on site fuels will be delivered, handled, stored, used, and applied so as not to be released into the waters of the State/US. Fueling will be accomplished away from the work area. A spill cleanup kit will be available if deemed by EMC to be required.**
- C. Waste Management - The handling, storage and disposal of solid waste must conform to federal, state & local law.**
- D. Inspection and Maintenance – Inspection and maintenance for all controls included in the Pollution Control Plan and the ESCP will be performed by EMC or his designee.**
- E. Employee and Subcontractor Training-Employee and subcontractor education at a minimum will includes informing personnel of the posted locations of the Pollution Control Plan/Erosion and Sediment Control Plan/MSDS's and important emergency phone numbers. Education will also include informing personnel of revised material management procedures following a spill.**
- F. (Criteria 15) Preconstruction activity - Before alteration of the action area, flag the boundaries of clearing limits associated with site access and construction to minimize soil and vegetation disturbance, and ensure that all temporary erosion controls are in place and functional.**
- G. (Criteria 16) Site preparation - During site preparation, conserve native materials for restoration, including large wood, vegetation, topsoil and channel materials (gravel, cobble and boulders) displaced by construction.**
- H. Whenever practical, leave native materials where they are found and in areas to be cleared, clip vegetation at ground level to retain root mass and encourage reestablishment of native vegetation. Building and related structures may not be constructed inside the riparian management area.**
- I. (Criteria 17) Heavy equipment - 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.**
 - 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 external oil, grease, mud, seeds, organisms and other contaminants.**

4. Generators, cranes and any other stationary equipment operated within 150 feet of any waterbody will be maintained and protected as necessary to prevent leaks/spills into the water.

PART 6 – SAFETY

5.1 ON-SITE SAFETY

- A. Contractor shall take all necessary precautions for the safety of all personnel on the Project site, and shall comply with the Contract Documents and all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises or Project site where the Work is being performed.
- B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction.
- C. Contractor shall designate a responsible employee or associate on the Project site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Port. The Port has no responsibility for Project site safety. Project site safety is the responsibility of the Contractor.
- D. Contractor will have on-site a Safety Plan that complies with all federal, state, and municipal safety laws and building codes.

18.0 Asphalt Summary

The Port intends to pave and curb the area as shown in Sheet C10.0, with details provided on Sheets 10.1 and 10.2. General specifications are below.

1.1 GENERAL

- A. All upland areas containing water shall be drained prior to beginning construction.
- B. Slope ground away from paved areas and buildings. Avoid forming pockets that will collect and retain the free flow of surface water. Divert surface water to natural drainage courses.
- C. No excavation shall be left open more than seven days unless otherwise approved by the Port's Representative.
- D. All excavations left open overnight shall be fenced with wire mesh or plastic mesh fence secured to steel posts all around the excavation as per ODOT 03010.20, 03010.40 and 01050.44.
 1. The bottom of the fence shall generally follow the contour of the ground.
 2. Maximum spacing of the steel posts shall be ten feet.
 3. Minimum height of the fence shall be 36 inches.
- E. Disposal material is the property of the Contractor and therefore it is the sole responsibility of the Contractor.

Disposal material shall be hauled off site and completely removed from the Port's property. Disposal of contaminated soil shall be in accordance with federal, state, and local laws and regulations.

1.2 SUBGRADE AND SUBBASE

A. Excavation shall be carried to lines and grades shown on the drawings, and as required to accommodate specified subbase, aggregate base, paving, and concrete. Any over excavation due to faulty workmanship will be brought to grade by the Contractor at his expense.

B. Grade Control - Establish and maintain the required lines and grades during construction operations. Check subgrade for conformity to design grades and sections immediately before placing subbase if needed and aggregate base.

C. Subgrade shall be free of ruts, depressions, and irregularities.

D. Subgrade Preparation - Breakup and scarify the existing ground. Compact scarified and/or excavated subgrade prior to placing embankment, subbase and/or aggregate base according to ODOT 00320, 00330, or 00370 as applicable. Subgrade shall be thoroughly compacted by a minimum of two passes with a mechanical type compactor to obtain 95% of maximum density to a depth of 1 foot below established subgrade elevation.

E. Remove any unsuitable material, found, as shown on the drawings, or as directed by the Port's Representative, in the subgrade and replace with a subbase material in accordance with Part 2.2 of this section. This mixed material layer is still classified as subgrade.

F. Subbase Preparation - Place the subbase in nearly horizontal layers not more than 6 inches thick in such a manner that when compacted it will conform to the grades and sections shown on the drawings. Each 6 inch layer of subbase shall be thoroughly compacted by a minimum of two passes with a mechanical type compactor to obtain 95% of maximum density.

G. There are five locations in the parking lot where test holes were dug to 5' +/- in depth for the purpose of evaluating the subgrade/subbase. Those areas will need to be reexcavated and compacted in multiple layers per Subsection 3.2F before parking lot construction can proceed.

1.3 AGGREGATE BASE

A. Aggregate base shall be located under all asphaltic concrete paving, cast-in-place slabs, and where shown on drawings.

B. Excavate all existing materials to depths required for required thickness of compacted aggregate base under paved areas, cast-in-place and precast concrete slabs and where shown on drawings. Dispose of surplus excavated materials off-site in accordance with federal, state and local laws and regulations.

C. Placement and Compaction - In accordance with ODOT 00640, aggregate base shall be placed in such a manner and to such depth that when compacted it will conform to the grades and sections shown on the drawings.

D. Compaction - Aggregate base shall be compacted to achieve not less than 95% of maximum density when tested in accordance with AASHTO T99. Add water as required to achieve required compaction.

E. Tolerance of aggregate surface: 0.04 foot.

1.4 FIELD QUALITY CONTROL

A. Contractor shall engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports. Contractor is responsible for all costs associated with field quality control.

B. Allow testing agency to test and inspect subgrades and each fill layer. Proceed with subsequent earthwork only after test results for previously completed work complies with requirements. Tests will be performed at Hard Surfaced Areas, at subgrade and at each compacted fill layer. At least one test for every 5000 sq. ft. or less of hard surfaces, but in no case fewer than three tests.

C. When testing agency reports that subgrades or fills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace material to depth required; recompact and retest until specified compaction is obtained.

Drawings & Pipe Pile Coating Description/Procedures Attached



10000 SW Herman Road • PO Box 1171 • Tualatin, Oregon 97062
(503) 692-3575 • FAX (503) 692-1849 • CCB# 101313

REV. #1

OSWP

TITLE: WORKING PROCEDURE FOR
SKYLINE

DATE 1/16/17

1.0 RECEIVING AND STORAGE

- 1.1 Receiving: All containers shall be properly sealed and have manufactures label, product identification #, batch number, date of manufacture and color.
- 1.2 Storage: Paint shall be stored in ventilated shelter between 40 and 100 degrees Fahrenheit.

2.0 SURFACE PREPARATION:

- 2.1 All surfaces shall be inspected for oil and/or grease contamination by Visual inspection. All oil and/or grease contamination will be solvent cleaned prior to blasting in accordance with SSPC- SP1.
- 2.2 Abrasive blast all surfaces to be coated using Steel Grit to a SSPC SP-6
- 2.3 Profile depth of the anchor pattern shall be in the range of 2.0 to 4.0 mils. Profile depth and degree of cleanliness shall be verified by magnetic gauge and visual comparator.
- 2.4 Application of primer coat will be applied the same day as blasting.

3.0 APPLICATION:

- 3.1 Primer and finish coats will be from the same manufacturer to assure compatibility.
- 3.2 Atmospheric conditions will be above 45degrees Fahrenheit. Coatings will not be applied unless the surface temperature is 5 degrees Fahrenheit above the dew point.
- 3.3 Paint shall be thoroughly mixed and thinned in accordance with the manufacturers instructions prior to application.
- 3.4 Recommendations and specifications of the paint manufacturer shall be followed in applying the paint systems covered by this specification. Coating will be applied using spray equipment per manufacturer's recommendations.

4.0 COATING SYSTEM:

- 4.1 **Primer:**
Prime coat shall be Devoc 261 applied to achieve 4.0 to 6.0 mils min. DFT.
- 4.2 **Intermediate**
Intermediate coat shall be Devoc 261 applied to achieve 4.0 to 6.0 mils min. DFT.
- 4.3 **Finish**
Finish coat shall be Devoc 261 applied to achieve 4.0 to 6.0 mils min. DFT.
- 4.4 Final system shall be a minimum DFT of 12.0 Mil

5.0 REPAIRS:

- 5.1 Holidays, pinholes, bubbles, drips, sags, ridges, waves, laps and areas not meeting DFT requirements shall be repaired by sanding, thinner wipe down, and reapplication to meet specification requirements.
- 5.2 All repair work must be sanded to bare metal before reapplication of primer.

6.0 INSPECTION

- 6.1 All inspections will be conducted by or under the supervision of an NACE Level III Certificated Inspector. Inspection of all surface preparation, application, and completed items will be recorded on O.S.B. standard inspection form (example attached to the back of this procedure).**
- 6.2 Wet Film thickness witnessed during application by the NACE inspector. Testing frequency of once every 5 square feet.**
- 6.3 Each coat will be tested by an FS Positector gauge to determine DFT average per coat.**

PRODUCT DESCRIPTION A high performance, chemically cured, epoxy primer/intermediate for steel.

INTENDED USES Designed for use in aggressive industrial environments and the process industries and offers excellent low temperature cure characteristics and resistance to acids, bases and solvents.

Especially formulated for use as a last recoat system for quick turn around for piling repair or in fabrication shops doing work for industries such as pulp and paper, water and waste water, chemical processing, petrochemical, power and cogeneration, etc.

PRACTICAL INFORMATION FOR DEVRAN 261QC

Color	White, Black, Gray
Gloss Level	Semi-gloss
Volume Solids	70% ± 2%
Typical Thickness	4-6 mils (100-150 microns) dry equivalent to 5-7-8 mils (143-214 microns) wet
Theoretical Coverage	225 sq ft/gal at 5 mils d.f.f and stated volume solids 5.60 m ² /liter at 125 microns d.f.f and stated volume solids
Practical Coverage	Allow appropriate loss factors
Method of Application	Airless Spray, Roller, Air Spray, Brush

Drying Time

Temperature	Touch Dry	Hard Dry	Overcoating interval with self	
			Minimum	Maximum
32°F (0°C)	**	15 hours	4 hours	10 days ¹
41°F (5°C)	**	8 hours	3 hours	6 days ²
77°F (25°C)	**	3 hours	3 hours	4 days ¹

¹ Not applicable
² Overcoating intervals will be reduced where certain topcoats are used. See Product Characteristics section for further details

REGULATORY DATA Flash Point Part A 81°F (27°C), Part B 81°F (27°C), Mixed 81°F (27°C)
 Product Weight 11.8 lb/gal (1.42 kg/l)
 VOC 2.23 lb/gal (268 g/l) EPA Method 24
 See Product Characteristics section.



SURFACE PREPARATION

Surfaces must be dry, clean, free of oil, grease, form release agents, curing compounds, laitance, other foreign matter and be structurally sound. Remove all loose paint, mortar spatter, mill scale, and rust.

New Surfaces

Steel:

Abrasive blast to minimum SSPC-SP10 or ISO8501-1:2007 Sa2½. The blast profile should be jagged rather than "peened" and between 1.5 to 2.5 mils (38-62 microns). After blasting, vacuum or blow off all abrasive dust and ensure surface remains clean before painting.

APPLICATION

Mixing	Material is supplied in two containers as a unit. Always mix a complete unit in the proportions supplied. Once the unit has been mixed it must be used within the working pot life specified.	
	(1) Agitate Base (Part A) with a power agitator.	
	(2) Combine entire contents of Curing Agent (Part B) with Base (Part A) and mix thoroughly with power agitator.	
Mix Ratio	2 part(s) 1 part(s) by volume	
Working Pot Life	32°F (0°C)	41°F (5°C) 77°F (25°C)
	1 hour	1 hour 1 hour
Airless Spray	Recommended	Tip Range 21-25 thou (0.53-0.63 mm) Total output fluid pressure at spray tip not less than 3000 psi (211 kg/cm ²) See Product Characteristics section
Thinner	T-5 Thinner	See Product Characteristics section
Cleaner	T-10 Thinner	
Work Stoppages	Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with T-10 Thinner. Once units of paint have been mixed they should not be resealed and it is advised that after prolonged stoppages work recommences with freshly mixed units.	
Clean Up	Clean all equipment immediately after use with T-10 Thinner. It is good working practice to periodically flush out spray equipment during the course of the working day. Frequency of cleaning will depend upon amount sprayed, temperature and elapsed time, including any delays. All surplus material and empty containers should be disposed of in accordance with appropriate regional regulations/legislation.	

PRODUCT CHARACTERISTICS

Advantages

- Excellent low temperature cure even down to 0°F (-18°C)
- Fast recoat time

Thinning is not normally required or desired, however, at lower temperatures, small amounts (5% or less by volume) of T-5 thinner can be added depending on local VOC and air quality regulations

For airless spray application: Ideally, fluid hoses should not be less than 3/8" ID and not longer than 50 feet to obtain optimum results. Longer hose length may require an increase in pump capacity, pressure, and/or thinning

In common with all epoxies, Devran 261QC will chalk and discolor on exterior exposure. However, these phenomena are not detrimental to anti-corrosive performance.

Devran 261QC may yellow during application and cure if exposed to the combustion by-products of improperly vented fossil fuel burning heaters.

Where a durable cosmetic finish with good gloss and color retention is required, overcoat with recommended topcoats.

Where Devran 261QC is to be overcoated with Devthane 378 or 379 finish coats, the following overcoating intervals will apply,

	Minimum	Maximum
32°F (0°C)	4 hours	1 day
41°F (5°C)	3 hours	1 day
77°F (25°C)	2 hours	1 day

Where Devran 261QC is to be overcoated with Devthane 389, 359 and 349QC, the following overcoating intervals will apply,

	Minimum	Maximum
32°F (0°C)	4 hours	7 days
41°F (5°C)	3 hours	4 days
77°F (25°C)	2 hours	2 days

Devran 261QC may be tinted with industrial colorants, contact International Paint for further information. Add colorants only to the base portion and mix thoroughly before adding the converter portion.

Note: VOC values are typical and are provided for guidance purpose only. These may be subject to variation depending on factors such as differences in color and normal manufacturing tolerances.

Low molecular weight reactive additives, which will form part of the film during normal ambient cure conditions, will also affect VOC values determined using EPA Method 24.

SYSTEMS COMPATIBILITY

The following primers are recommended for Devran 261QC

Cathacoat 302H	Cathacoat 302HA
Cathacoat 302HB	Cathacoat 304L
Cathacoat 304V	

The following topcoats are recommended -

Devthane 349QC	Devthane 359
Devthane 359H	Devthane 378
Devthane 379	Devthane 389

ADDITIONAL INFORMATION

Further information regarding industry standards, terms and abbreviations used in this data sheet can be found in the following documents available at www.international-pc.com

- Definitions & Abbreviations
- Surface Preparation
- Paint Application
- Theoretical & Practical Coverage

Individual copies of these information sections are available upon request.

SAFETY PRECAUTIONS

This product is intended for use only by professional applicators in industrial situations in accordance with the advice given on this sheet, the Material Safety Data Sheet and the container(s), and should not be used without reference to the Material Safety Data Sheet (MSDS) which International Protective Coatings has provided to its customers.

All work involving the application and use of this product should be performed in compliance with all relevant national, Health, Safety & Environmental standards and regulations.

In the event welding or flame cutting is performed on metal coated with this product, dust and fumes will be emitted which will require the use of appropriate personal protective equipment and adequate local exhaust ventilation.

If in doubt regarding the suitability of use of this product, consult International Protective Coatings for further advice.

PACK SIZE	Unit Size	Part A		Part B	
	3 US gal	Vol	Pack	Vol	Pack
		2 US gal	5 US gal	1 US gal	1 US gal
For availability of other pack sizes contact International Protective Coatings					
SHIPPING WEIGHT	Unit Size	Part A	Part B		
	3 US gal	27.9 lb	13.9 lb		
STORAGE	Shelf Life	24 months minimum at 77°F (25°C). Subject to re-inspection thereafter. Store in dry, shaded conditions away from sources of heat and ignition.			

Disclaimer

The information in this data sheet is not intended to be exhaustive. Any person using the product for any purpose other than that specifically recommended in this data sheet without first obtaining written consideration from us as to the suitability of the product for the intended purpose does so at their own risk. All advice given or statements made about the product (whether in this data sheet or otherwise) is correct to the best of our knowledge but we have no control over the quality or the condition of the substrate or the many factors affecting the use and application of the product. THEREFORE, UNLESS WE SPECIFICALLY AGREE IN WRITING TO DO SO, WE DO NOT ACCEPT ANY LIABILITY AT ALL FOR THE PERFORMANCE OF THE PRODUCT OR FOR (SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW) ANY LOSS OR DAMAGE ARISING OUT OF THE USE OF THE PRODUCT. WE HEREBY DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All products supplied and technical advice given are subject to our Conditions of Sale. You should request a copy of this document and review it carefully. The information contained in this data sheet is liable to modification from time to time in the light of experience and our policy of continuous development. It is the user's responsibility to check with their local International Paint representative that this data sheet is current prior to using the product.

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PORT OF BROOKINGS FUEL DOCK LANDING CIVIL CONSTRUCTION DOCUMENTS

GENERAL NOTES

1. ALL WORK SHALL BE IN CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL CODES. SPECIFICATIONS AND STANDARDS SHALL MEAN, AND ARE INTENDED TO BE, THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCE STANDARD IN EFFECT AS OF THE DATE OF THE CONTRACT DOCUMENTS. APPLICABLE CODES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 - 1.1. 2019 OREGON STRUCTURAL SPECIALTY CODE
 - 1.2. 2019 OREGON PLUMBING SPECIALTY CODE
 - 1.3. 2019 OREGON ELECTRICAL SPECIALTY CODE
 - 1.4. NATIONAL FIRE PROTECTION ASSOCIATION
2. WORK AND MATERIALS SHALL CONFORM TO THE PROVISIONS OF THE CURRENT "STANDARD SPECIFICATIONS FOR CONSTRUCTION", ODOT/AMERICAN PUBLIC WORKS ASSOCIATION (APWA), UNLESS OTHERWISE COVERED BY THE SPECIFICATIONS WRITTEN FOR THIS PROJECT OR THE CITY SPECIFICATIONS.
3. ALL WORK PERTAINING TO THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE PROJECT ENGINEER TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE.
4. PRIOR TO ANY SITE DISTURBING ACTIVITY INCLUDING CLEARING, LOGGING OR GRADING, THE SITE BOUNDARIES & CLEARING LIMITS AS SHOWN ON THESE PLANS SHALL BE LOCATED AND FIELD IDENTIFIED BY THE PROJECT SURVEYOR AND ALL ESC MEASURES SHALL BE INSTALLED AS IDENTIFIED ON THE EROSION & SEDIMENT CONTROL PLAN.
5. A COPY OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
6. ALL SITE WORK IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE APPROVED PLANS. ANY DEVIATION FROM THESE PLANS WILL REQUIRE PRIOR APPROVAL FROM THE OWNER, ENGINEER AND APPROPRIATE PUBLIC AGENCIES PRIOR TO PERFORMING THE CHANGES IN THE FIELD.
7. ALL LOCATIONS OF EXISTING UTILITIES SHOWN HEREON HAVE BEEN ESTABLISHED BY FIELD SURVEY OR OBTAINED FROM AVAILABLE RECORDS AND SHOULD THEREFORE BE CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS SHOWN AND TO FURTHER DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN HEREON WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. THE CONTRACTOR SHALL CONTACT THE UNDERGROUND UTILITIES LOCATION SERVICE (DIAL 811) AT LEAST TWO BUSINESS DAYS PRIOR TO CONSTRUCTION. THE APPLICANT OR HIS REPRESENTATIVE AND THE ENGINEER SHALL BE CONTACTED IMMEDIATELY IF CONFLICTS EXIST.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH AND SAFETY OF THE PUBLIC AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.
9. THE CONTRACTOR SHALL KEEP OFF-SITE STREETS CLEAN AT ALL TIMES BY SWEEPING. STREET WASHING WILL NOT BE ALLOWED WITHOUT PRIOR APPROVAL.
10. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO INITIATING WORK. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER WHEN CONFLICTS OCCUR BETWEEN THE PLANS AND FIELD CONDITIONS. CONFLICTS SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION REVISIONS SHALL BE FORMALLY APPROVED BY THE APPLICANT AND PROJECT ENGINEER PRIOR TO MAKING CHANGES IN THE FIELD.
11. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANY UTILITY RELOCATIONS WITH UTILITY COMPANIES.
12. ALL NEW UTILITIES SHALL BE INSTALLED UNDERGROUND.
13. CONTRACTOR SHALL DOCUMENT AND RECORD FIELD CHANGES, PIPE INVERT, PIPE SLOPE, AND ANY OTHER CRITICAL AS-CONSTRUCT DATA. AS-BUILT DRAWINGS AND FINAL REPORTS WILL BE REQUIRED BEFORE FINAL APPROVAL.
14. WORK IN CITY RIGHT-OF-WAY REQUIRES AN ENCROACHMENT PERMIT FROM THE LOCAL AUTHORITY.
15. WORK IN ANY STATE RIGHT-OF-WAY REQUIRES A MISCELLANEOUS PERMIT FROM OREGON DEPARTMENT OF TRANSPORTATION.



VICINITY MAP
NOT TO SCALE

16. APPROVED, PERMANENT TRAFFIC CONTROL SIGNS AND MARKINGS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED PRIOR TO FINAL APPROVAL.
17. DURING PROJECT CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TEMPORARY CONSTRUCTION SIGNS, TRAFFIC CONTROL SIGNS, DELINEATORS AND TEMPORARY MARKINGS AS REQUIRED.
18. ACCESS BY EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ALL CLEARED AND GRUBBED MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED AT AN APPROVED LOCATION.
19. ALL AREAS WITH ABANDONED UTILITY LINES, STORM DRAINS, UNDERGROUND TANKS, ETC. WHICH MAY PROVIDE VOID SPACE BENEATH THE SURFACE SHALL BE REMOVED WHEN APPROVED BY THE ENGINEER. THE VOID SPACE MAY BE DEALT WITH IN ACCORDANCE TO ALL LOCAL, STATE AND FEDERAL LAWS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY GRADES AT SAWCUT LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
20. CONTRACTOR IS RESPONSIBLE FOR ANY ASPHALT GRINDING, OVERLAY AND SLURRY SEAL. ALL SPECIFICATIONS SHALL COMPLY WITH ALL LOCAL AUTHORITY REQUIREMENTS.
21. CONSTRUCTION SHALL CONFORM TO THE 2020 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE OREGON CHAPTER OF APWA, AND THE CURRENT AMENDMENTS OF THE APPROVING AGENCY.
22. ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS UNLESS OTHERWISE SPECIFIED.
23. CONTRACTOR SHALL BE RESPONSIBLE TO CLEAN AND/OR MAINTAIN EXISTING PUBLIC STREETS OF SOIL OR OTHER DEBRIS DEPOSITED BY CONSTRUCTION OPERATIONS AND REPAIR ALL STREETS DAMAGED BY CONSTRUCTION OPERATIONS IN A TIMELY MANNER TO AVOID INCONVENIENCES OR HAZARDS TO THE PUBLIC.
24. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE PRE-QUALIFIED WITH THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION OF THIS PROJECT.
25. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AND SECURE APPROVAL OF THE PLAN FROM THE AGENCY AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING WORK.
26. THE CONTRACTOR SHALL NOT PERFORM WORK WITHOUT AGENCY INSPECTIONS WHERE INSPECTIONS ARE REQUIRED BY THE SPECIFICATIONS.
27. WHERE CONNECTING TO AN EXISTING PIPE, THE CONTRACTOR SHALL EXPOSE THE END OF THE EXISTING PIPE AND ALLOW THE ENGINEER TO VERIFY EXACT LOCATION AND ELEVATION BEFORE LAYING ANY NEW PIPE ON THAT SYSTEM.
28. REQUESTS BY THE CONTRACTOR FOR CHANGES TO THE PLANS MUST BE APPROVED BY THE CONSULTING ENGINEER AND THE AGENCY'S ENGINEER BEFORE CHANGES ARE IMPLEMENTED WHEN PERFORMING EXCAVATIONS. THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF ORS 757.541 TO 757.571 WHICH INCLUDE REQUIREMENTS THAT THE CONTRACTOR HAND-EXPOSE (POTHOLE) UNDERGROUND FACILITIES AND USE REASONABLE CARE TO AVOID DAMAGING THEM.
29. SURFACE STREETS WITHIN PUBLIC RIGHT-OF-WAY SPOOLS STORED IN OTHER RIGHT-OF-WAY AREAS SHALL BE COVERED TO PREVENT EROSION.
30. SHALL BE USED AROUND OUTSIDES OF OUTSIDE-DROP MANHOLES.
31. GRANULAR MATERIALS SHALL BE OBTAINED FROM A SOURCE APPROVED BY THE PROJECT ENGINEER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE MATERIAL.

APPROVED FOR CONSTRUCTION

Engineering & Construction, LLC
1000 NE Oregon Street, Suite 200
Brookings, Oregon 97532
Phone: (541) 338-1111
Fax: (541) 338-1112
www.emc-engineering.com

PORT OF BROOKINGS HARBOR
FUEL DOCK ACCESS PAD
AND DOCK PILE REPLACEMENT

DATE: 04/29/20
JOB NO.: 2019-00000000
SHEET NO.:
C1.0
COVER SHEET

DATE	03/03/10
JOB NO.	PORT OF BROOKINGS
SHEET NO.	C3.1
AREA	AREA 1
EXISTING CONDITIONS	

EMC
 CONSULTING ENGINEERS
 1111 1/2 AVENUE, SUITE 100
 BROOKINGS, OREGON 97415
 PHONE: (503) 338-1111
 FAX: (503) 338-1112
 WWW.EMCCONCONSULTING.COM



PORT OF BROOKINGS HARBOR
 AND DOCK PILE REPLACEMENT
 AND FUEL DOCK ACCESS PAD

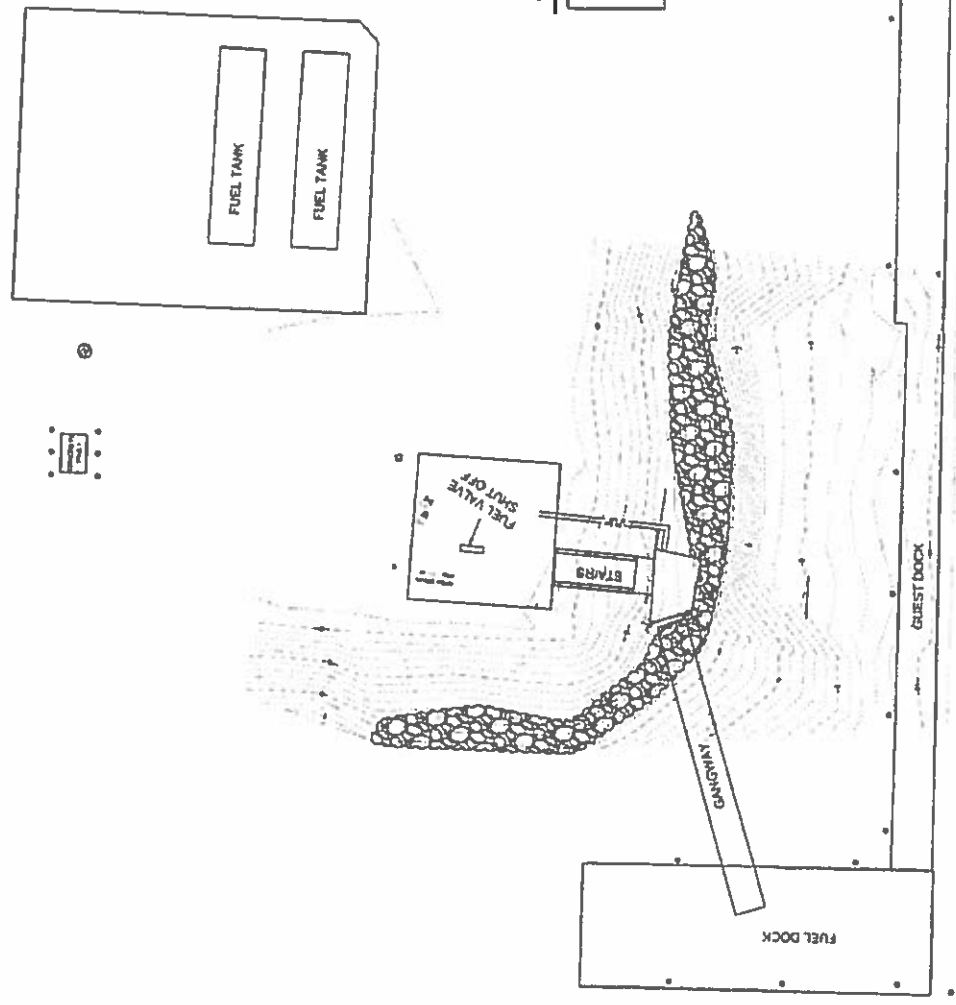
DATE: 03/03/10
 JOB NO.: PORT OF BROOKINGS
 SHEET NO.: C3.1
 AREA 1
 EXISTING CONDITIONS

SURVEY INFORMATION

TOPOGRAPHIC AND BOUNDARY SURVEY COMPLETED BY OTHERS UNDER SEPARATE CONTRACT. INFORMATION IS SHOWN AS A REFERENCE ONLY. FOR A COPY OF THE COMPLETE SIGNED SURVEY, CONTACT ROBERTS & ASSOCIATES AT THE BELOW ADDRESS.

SURVEY FOR:
 PORT OF BROOKINGS HARBOR
 16330 LOWER HARBOR ROAD
 BROOKINGS, OR. 97415

SURVEY BY:
 ROBERTS & ASSOCIATES
 611 SPRUCE STREET
 BROOKINGS, OR. 97415



AREA 1 - EXISTING CONDITIONS

SCALE: 1" = 10'-0" (24x36) 1" = 20'-0" (11x17)



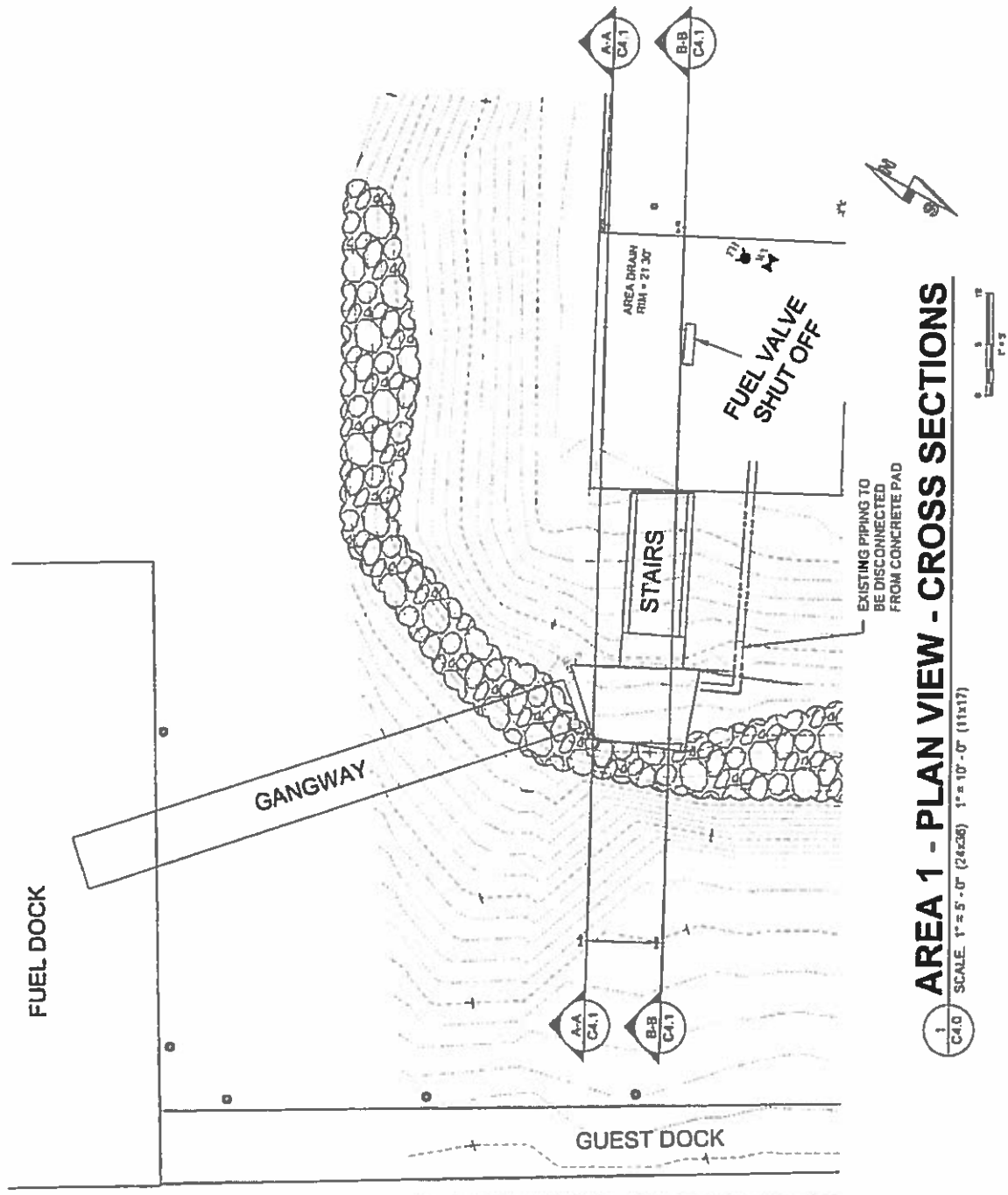
REVISED	BY

EMC
 Environmental Management Corporation, LLC
 10000 West 10th Avenue, Suite 100
 Denver, CO 80202
 Phone: 303.755.1100
 Fax: 303.755.1101
 Email: info@emc.com



PORT OF BROOKINGS HARBOR
 1830 LOWER HARBOR ROAD, BROOKINGS, ON STAIRS
 FUEL DOCK ACCESS PAD
 AND DOCK PILE REPLACEMENT

DATE: 03/05/20
 JOB NO: 18001-10000
 SHEET NO. C4.0
 AREA 1
 EL. CONDITIONS
 (PLAN VIEW)



1 AREA 1 - PLAN VIEW - CROSS SECTIONS
 C4.0 SCALE: 1" = 5'-0" (24x36) 1" = 10'-0" (11x17)

REVISIONS	BY	DATE


EMC
 Engineers, Inc.
 10000 Lakeside Drive, Lakeside, CA 94021
 415-962-1000
 Fax: 415-962-1001
 www.emc-engineers.com

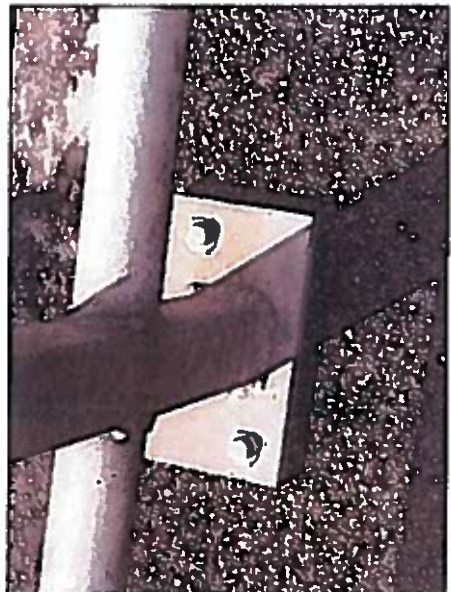


PORT OF BROOKINGS HARBOR
 18338 LOWER HARBOR ROAD, BROOKINGS, OR 97415
 FUEL DOCK ACCESS PAD
 AND DOCK PILE REPLACEMENT

DRAWING BY: TADJ
 DATE: 05/08/20
 JOB NO: 18-00000000
 SHEET NO: **C5.0**
 PHOTOS OF EXISTING ACCESS PAD



ON-SHORE GANGWAY CONNECTION LOCATION



ACCESS PAD FENCE POST FASTENING



NORTH WESTWARD VIEW OF FUEL DOCK ACCESS PAD



WESTWARD VIEW OF FUEL DOCK ACCESS PAD



VIEW OF COMMERCIAL TRANSIENT DOCK WOOD PILES WITH I-BEAM BRACING

PHOTOS OF EXISTING ACCESS PAD AND OF DOCK PILES (SOME W/ I-BEAM BRACING)

PHOTOS NOT TO SCALE

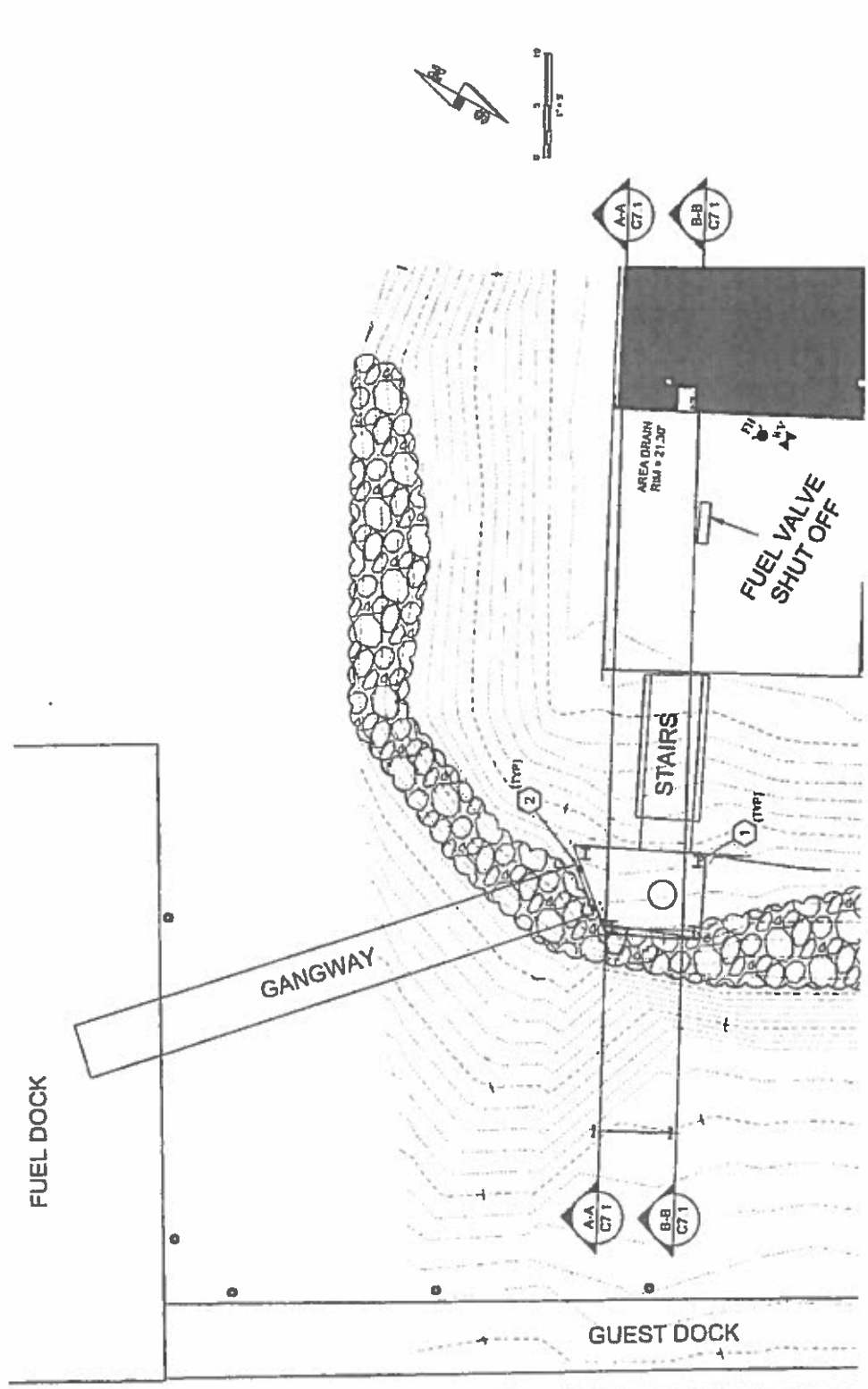
REVISIONS	BT

EMC
 Engineering & Construction, LLC
 1000 Lower Harbor Road, Brookings, OR 97530
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 Fax: (541) 338-1112
 Email: info@emc-engineering.com
 Website: www.emc-engineering.com



PORT OF BROOKINGS HARBOR
 LOWER HARBOR ROAD, BROOKINGS, OR 97530
**FUEL DOCK ACCESS PAD
 AND DOCK PILE REPLACEMENT**

DATE: 03/03/20
 JOB NO: 19-000000
 SHEET NO: **C7.0**
 AREA 1
 FINISHED PAD
 (PLAN VIEW)



KEYNOTES

- ① INSTALL (4) 14-PILES SEE DETAIL 4, ON SHEET C8.0 AND DETAIL 3, ON SHEET C8.1
- ② INSTALL BRACKLES SEE DETAIL 1, SHEET C8.1

PLAN VIEW - FINISHED ACCESS PAD

① C11.0 SCALE: 1" = 5'-0" (24x36) 1" = 10'-0" (11x17)

REVISIONS
07

EMC
Engineering & Construction, LLC
10000 Lakeside Blvd., Suite 100
Lakewood, CO 80226
Tel: 303.973.8800
Fax: 303.973.8801
www.emc-engineering.com



PORT OF BROOKINGS HARBOR
1630 LOWER HARBOR ROAD, BROOKINGS, SD 57001
FUEL DOCK ACCESS PAD
AND DOCK PILE REPLACEMENT

DATE: 05/05/20
JOB NO: 10000-10000
SHEET NO: C8.1
PROJECT DETAILS

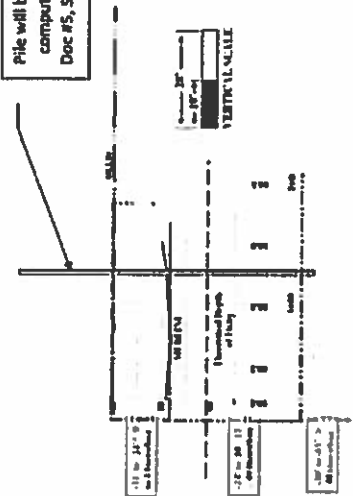
Inward Pile Access Details
Inward Pile Guide into Pile Assembly
Piled with 17" x 17" piling



THE PILING SHALL BE OF AN APPROVED AND TESTED TYPE OF PILING. THE PILING SHALL BE OF AN APPROVED AND TESTED TYPE OF PILING. THE PILING SHALL BE OF AN APPROVED AND TESTED TYPE OF PILING.

2 PILE GUIDE TYPICAL DETAIL
SCALE: NOT TO SCALE

Pile will be 36" dia, 11" wall, against a computed 17,000 lb. load (see Bid Doc #5, Section 12.0, Part 2.1 A - D)

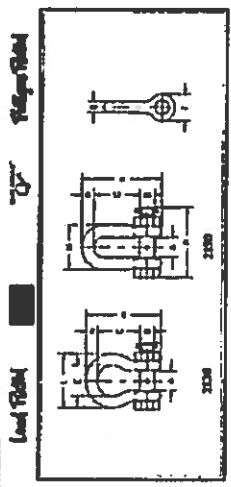


Notes: Piling shall be installed in accordance with the approved plans.

3 TYPICAL PILE PROFILE
SCALE: NOT TO SCALE

ANCHOR SHACKLE
C-2100
S-2100

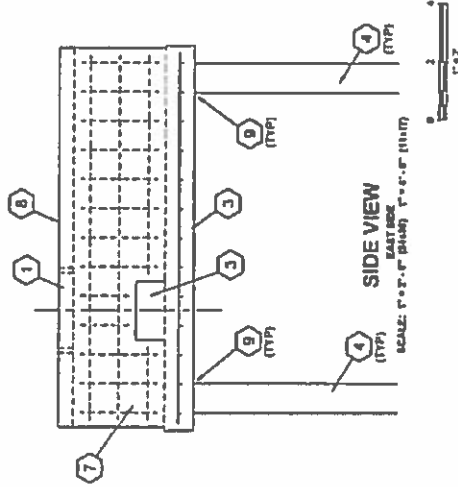
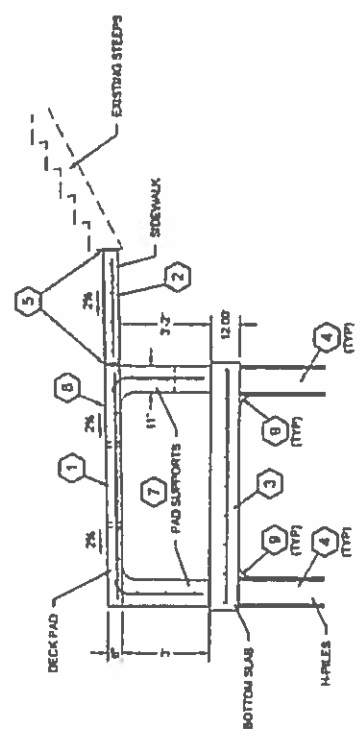
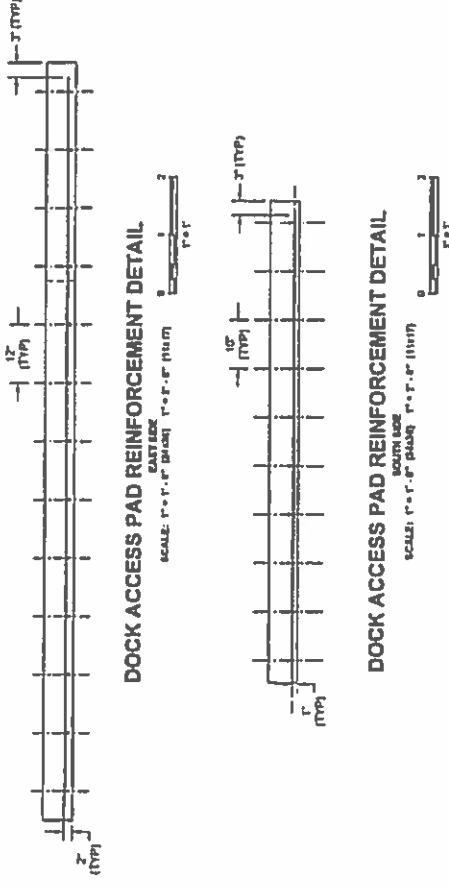
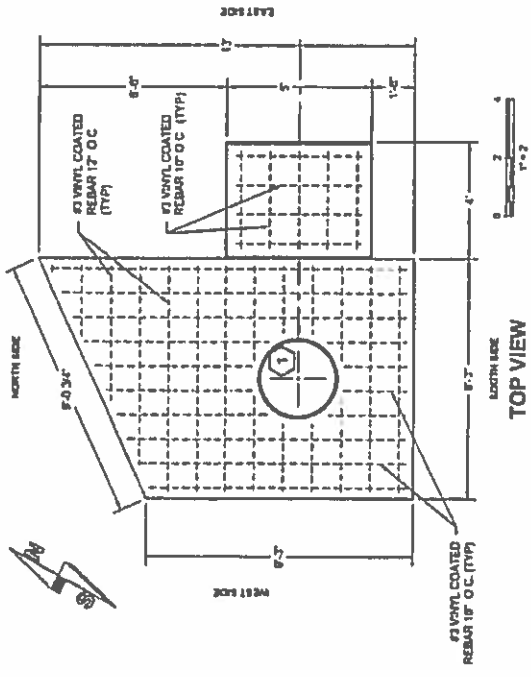
NON-TYPE CHAIN SHACKLE
C-2100
S-2100



ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	ANCHOR SHACKLE	1	EA	100.00	100.00
2	NON-TYPE CHAIN SHACKLE	1	EA	100.00	100.00
3	PILE GUIDE	1	EA	100.00	100.00
4	PILE	1	EA	100.00	100.00
5	PILE HEAD	1	EA	100.00	100.00
6	PILE BODY	1	EA	100.00	100.00
7	PILE TIP	1	EA	100.00	100.00
8	PILE ASSEMBLY	1	EA	100.00	100.00
9	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
10	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
11	PILE BODY ASSEMBLY	1	EA	100.00	100.00
12	PILE TIP ASSEMBLY	1	EA	100.00	100.00
13	PILE ASSEMBLY	1	EA	100.00	100.00
14	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
15	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
16	PILE BODY ASSEMBLY	1	EA	100.00	100.00
17	PILE TIP ASSEMBLY	1	EA	100.00	100.00
18	PILE ASSEMBLY	1	EA	100.00	100.00
19	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
20	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
21	PILE BODY ASSEMBLY	1	EA	100.00	100.00
22	PILE TIP ASSEMBLY	1	EA	100.00	100.00
23	PILE ASSEMBLY	1	EA	100.00	100.00
24	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
25	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
26	PILE BODY ASSEMBLY	1	EA	100.00	100.00
27	PILE TIP ASSEMBLY	1	EA	100.00	100.00
28	PILE ASSEMBLY	1	EA	100.00	100.00
29	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
30	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
31	PILE BODY ASSEMBLY	1	EA	100.00	100.00
32	PILE TIP ASSEMBLY	1	EA	100.00	100.00
33	PILE ASSEMBLY	1	EA	100.00	100.00
34	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
35	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
36	PILE BODY ASSEMBLY	1	EA	100.00	100.00
37	PILE TIP ASSEMBLY	1	EA	100.00	100.00
38	PILE ASSEMBLY	1	EA	100.00	100.00
39	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
40	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
41	PILE BODY ASSEMBLY	1	EA	100.00	100.00
42	PILE TIP ASSEMBLY	1	EA	100.00	100.00
43	PILE ASSEMBLY	1	EA	100.00	100.00
44	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
45	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
46	PILE BODY ASSEMBLY	1	EA	100.00	100.00
47	PILE TIP ASSEMBLY	1	EA	100.00	100.00
48	PILE ASSEMBLY	1	EA	100.00	100.00
49	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
50	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
51	PILE BODY ASSEMBLY	1	EA	100.00	100.00
52	PILE TIP ASSEMBLY	1	EA	100.00	100.00
53	PILE ASSEMBLY	1	EA	100.00	100.00
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55	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
56	PILE BODY ASSEMBLY	1	EA	100.00	100.00
57	PILE TIP ASSEMBLY	1	EA	100.00	100.00
58	PILE ASSEMBLY	1	EA	100.00	100.00
59	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
60	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
61	PILE BODY ASSEMBLY	1	EA	100.00	100.00
62	PILE TIP ASSEMBLY	1	EA	100.00	100.00
63	PILE ASSEMBLY	1	EA	100.00	100.00
64	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
65	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
66	PILE BODY ASSEMBLY	1	EA	100.00	100.00
67	PILE TIP ASSEMBLY	1	EA	100.00	100.00
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71	PILE BODY ASSEMBLY	1	EA	100.00	100.00
72	PILE TIP ASSEMBLY	1	EA	100.00	100.00
73	PILE ASSEMBLY	1	EA	100.00	100.00
74	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
75	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
76	PILE BODY ASSEMBLY	1	EA	100.00	100.00
77	PILE TIP ASSEMBLY	1	EA	100.00	100.00
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79	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
80	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
81	PILE BODY ASSEMBLY	1	EA	100.00	100.00
82	PILE TIP ASSEMBLY	1	EA	100.00	100.00
83	PILE ASSEMBLY	1	EA	100.00	100.00
84	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
85	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
86	PILE BODY ASSEMBLY	1	EA	100.00	100.00
87	PILE TIP ASSEMBLY	1	EA	100.00	100.00
88	PILE ASSEMBLY	1	EA	100.00	100.00
89	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
90	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
91	PILE BODY ASSEMBLY	1	EA	100.00	100.00
92	PILE TIP ASSEMBLY	1	EA	100.00	100.00
93	PILE ASSEMBLY	1	EA	100.00	100.00
94	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
95	PILE HEAD ASSEMBLY	1	EA	100.00	100.00
96	PILE BODY ASSEMBLY	1	EA	100.00	100.00
97	PILE TIP ASSEMBLY	1	EA	100.00	100.00
98	PILE ASSEMBLY	1	EA	100.00	100.00
99	PILE GUIDE ASSEMBLY	1	EA	100.00	100.00
100	PILE HEAD ASSEMBLY	1	EA	100.00	100.00

1 SHACKLE TYPICAL DETAIL
SCALE: NOT TO SCALE

TO BE USED IF ALTERNATIVE IS ELECTED.
USED WITH CHAIN



KEYNOTES

- 1 INSTALL 30" MANHOLE FRAME AND COVER PER ODOT STD DET R036 - DETAIL 5, ON SHEET C8.6
- 2 CONSTRUCT 8" REINFORCED SIDEWALK WITH 4# REBAR CENTERED EACH WAY 12" O.C. VERIFY LENGTH IN FIELD WITH PROJECT ENGINEER
- 3 CONSTRUCT 12" THICK BOTTOM SLAB EXTENDING 1' OUT IN ALL DIRECTIONS. REINFORCED CONCRETE WITH #4 REBAR CENTERED EACH WAY 12" O.C.
- 4 INSTALL (4) 14" PILES. SEE DETAIL 4, ON SHEET C8.6 AND DETAIL 3, ON SHEET C8.1
- 5 INSTALL EXPANSION JOINTS
- 6 2" WALK 1" HIGH PASS THROUGH ONLY ON EAST SIDE, CENTER OF MANHOLE COVER
- 7 CONSTRUCT 12" THICK PAD SUPPORTS WITH REINFORCED CONCRETE WITH #4 REBAR CENTERED EACH WAY 12" O.C.
- 8 TOP OF DOCK ACCESS PAD AND SIDEWALK FROM STEPS SHALL HAVE WASHOUT FEATURED CONCRETE FINISH
- 9 REFER TO SLAB CONNECTION DETAIL FOR ALL (4) PILE CONNECTIONS BEFORE POURING BOTTOM SLAB. SEE DETAIL 1, SHEET C8.6

GENERAL NOTES

- 1 ALL REINFORCEMENT SHALL BE VINYL COATED, NO EXCEPTIONS
- 2 ALL REINFORCEMENT SHALL BE NO CLOSER THAN 3" TO EDGES

DOCK ACCESS PAD DETAILS
SCALE: AS SHOWN



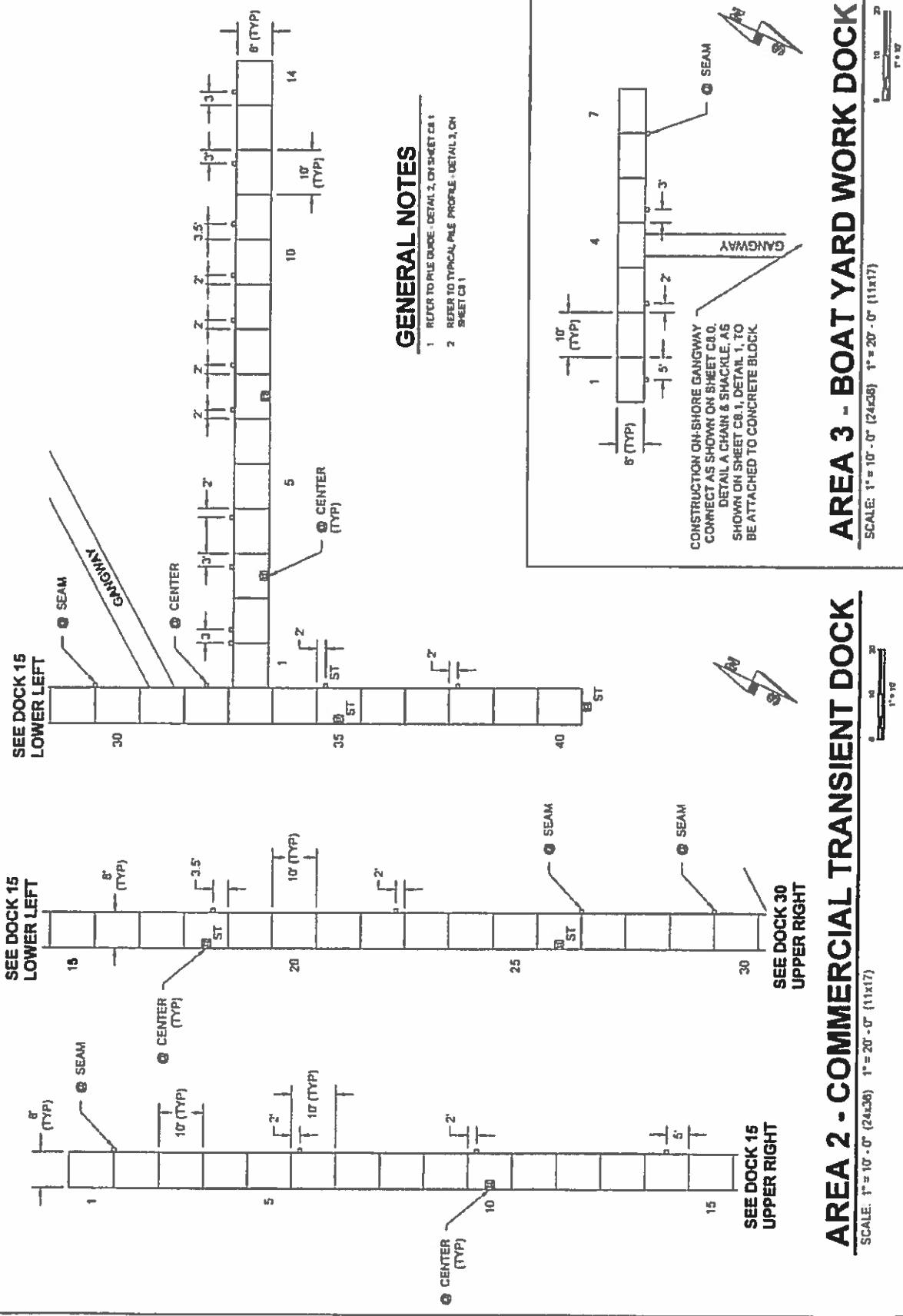
DATE	05/05/10
JOB NO.	108-03-0000
SHEET NO.	C9.0
AREA'S CODE	AREA 3 CON
PROJECT CODE	AREA 3 CON
PROJECT NAME	FUEL DOCK ACCESS PAD
PROJECT LOCATION	PORT OF BROOKINGS HARBOR
PROJECT OWNER	USACE
PROJECT NO.	108-03-0000
PROJECT DATE	05/05/10
PROJECT SCALE	1" = 20'-0" (11x17)
PROJECT SHEET	C9.0
PROJECT TOTAL SHEETS	10
PROJECT SHEET NO.	C9.0
PROJECT SHEET TOTAL	10
PROJECT SHEET NO.	C9.0
PROJECT SHEET TOTAL	10

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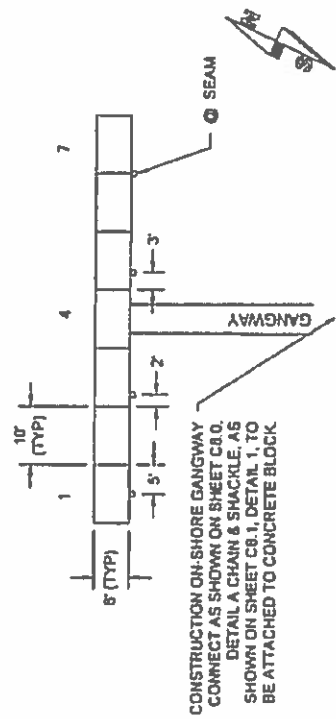
PORT OF BROOKINGS HARBOR
 FUEL DOCK ACCESS PAD
 AND DOCK PILE REPLACEMENT
 1000 LOWER HARBOR ROAD, BROOKINGS, OR 97415

DATE: 05/05/10
 JOB NO.: 108-03-0000
 SHEET NO.: C9.0
 AREA'S CODE: AREA 3 CON
 PROJECT CODE: AREA 3 CON
 PROJECT NAME: FUEL DOCK ACCESS PAD
 PROJECT LOCATION: PORT OF BROOKINGS HARBOR



GENERAL NOTES

- 1 REFER TO PILE GUIDE - DETAIL 2, ON SHEET C8.1
- 2 REFER TO TYPICAL PILE PROFILE - DETAIL 3, ON SHEET C8.1



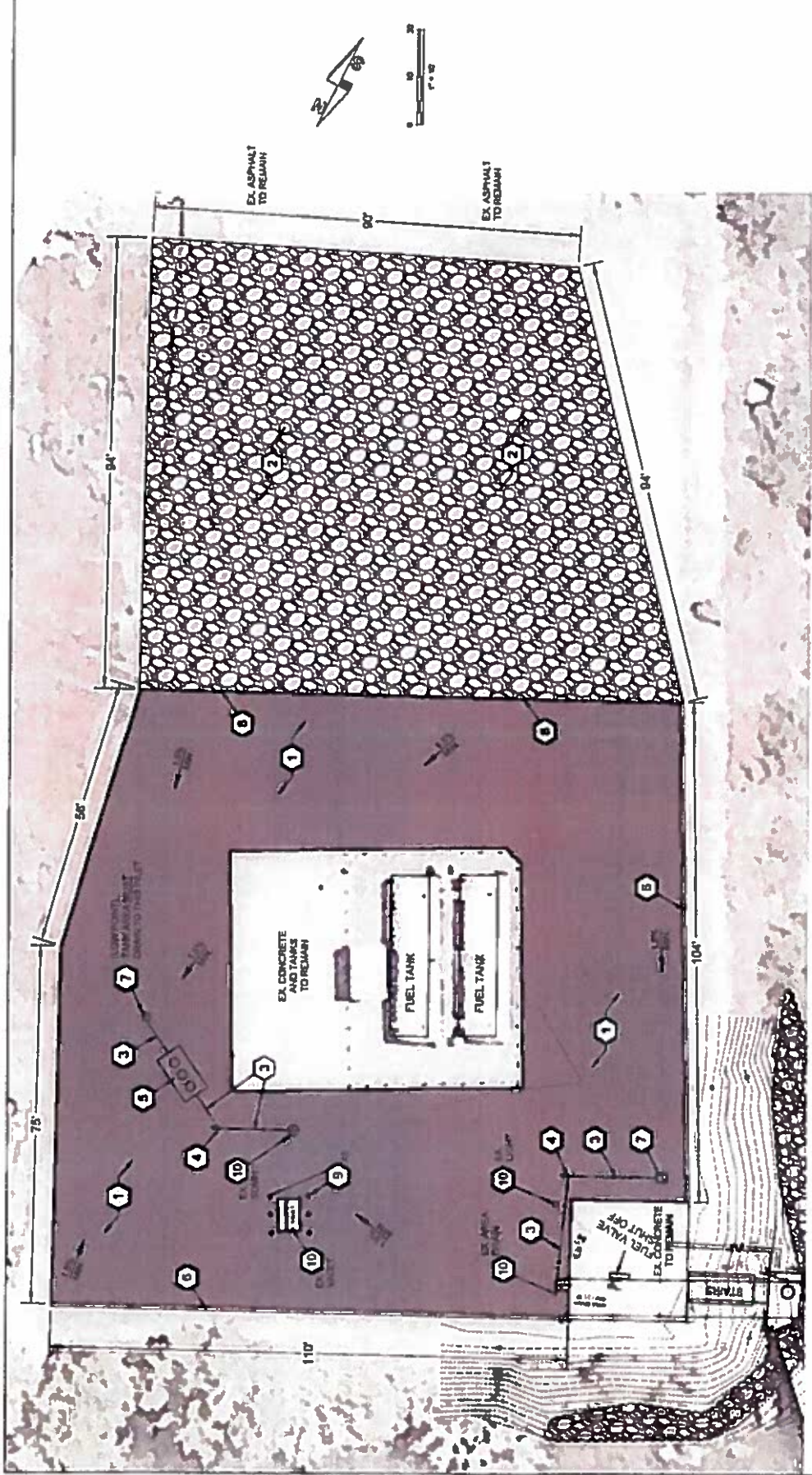
CONSTRUCTION ON-SHORE GANGWAY
 CONNECT AS SHOWN ON SHEET C8.0.
 DETAIL A CHAIN & SHACKLE, AS
 SHOWN ON SHEET C8.1, DETAIL 1, TO
 BE ATTACHED TO CONCRETE BLOCK.

AREA 3 - BOAT YARD WORK DOCK

SCALE: 1" = 10'-0" (24x36) 1" = 20'-0" (11x17)

AREA 2 - COMMERCIAL TRANSIENT DOCK

SCALE: 1" = 10'-0" (24x36) 1" = 20'-0" (11x17)



PLAN VIEW - TANK AREA PAVING PLAN

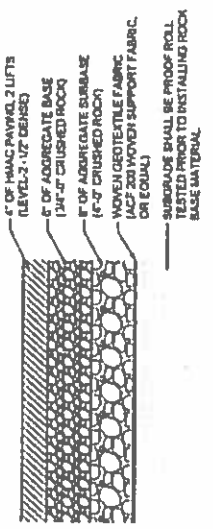
SCALE: 1" = 10'-0" (24x36) 1" = 20'-0" (11x17)

KEYNOTES

- 1 CONSTRUCT ASPHALT PAVING SECTION. SEE DETAIL 1, SHEET C10.1
- 2 CONSTRUCT VORTEX GRANUL SECTION. SEE DETAIL 2, SHEET C10.1
- 3 INSTALL 6" PVC STORM DRAINAGE LINE. SLOPE = 1.0% MIN
- 4 INSTALL CLEANOUT. SEE DETAIL 10002, SHEET C10.2
- 5 INSTALL 1.000 GAL GREASE INTERCEPTOR. SEE DETAIL 1, SHEET C10.2
- 6 INSTALL STAINLESS STEEL CURB. SEE DETAIL 700, SHEET C10.2
- 7 INSTALL STORM INLET. SEE DETAIL 10074, SHEET C10.2
- 8 CONSTRUCT PACKED EDGE OF HMA/C. SEE DETAIL 3, SHEET C10.1
- 9 INSTALL BOLLARDS. SEE DETAIL 100, SHEET C10.1
- 10 PROTECT EXISTING UTILITY. ADJUST TO GRADE IF NEEDED

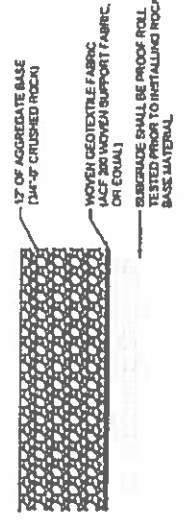
GENERAL NOTES

AREAS SHOWN TO BE PAVED ARE VERY FLAT, AND EXISTING ELEVATIONS CAN BE EXTRAPOLATED FROM POINTS SHOWN. HOWEVER, DRAINAGE ELEVATIONS WILL BE CONFIRMED BY THE PORT PRIOR TO CONSTRUCTION.



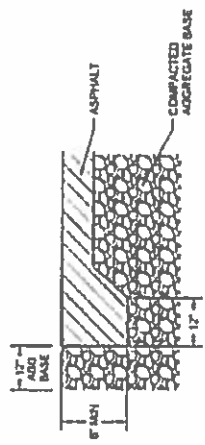
- NOTES**
1. AGGREGATE BASE AND SUBBASE SHALL BE INSTALLED IN MAXIMUM 8" LIFTS AND MECHANICALLY COMPACTED TO MINIMUM 98% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH THE AASHTO T-99 METHOD.
 2. THE AGGREGATE BASE SHALL BE PROOF ROLLED. AGGREGATES THAT DO NOT PASS PROOF ROLL TESTING SHALL BE REMOVED, RECOMPACTED, AND TESTED AGAIN.
 3. JUST PRIOR TO INSTALLING AGGREGATE BASE ROCK THE SUBGRADE SHALL BE PROOF ROLLED. SUBGRADE MATERIAL THAT DOES NOT PASS PROOF ROLL TESTING SHALL BE REMOVED AND ADDITIONAL CRUSHED ROCK INSTALLED.
 4. PAVEMENT SECTION IS BASED ON THE ASSUMPTION THAT PAVEMENT CONSTRUCTION WILL BE COMPLETED PRIOR TO THE DRY SEASON.
 5. PAVEMENTS SUBJECT TO CONSTRUCTION TRAFFIC MAY REQUIRE REPAIR.

1 ASPHALT TYPICAL SECTION
SCALE: HTS

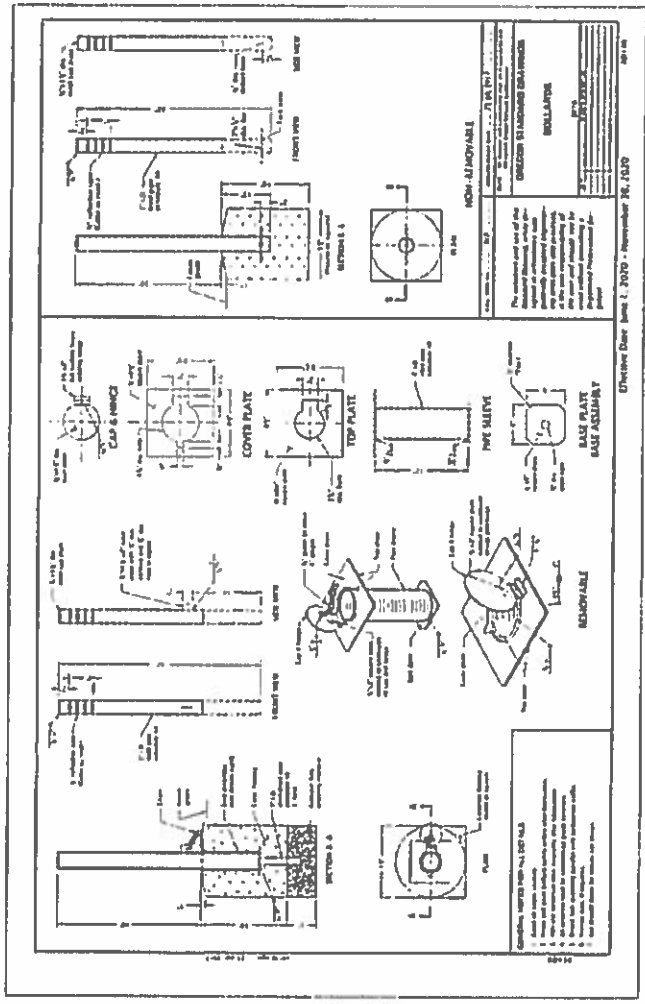


- NOTES**
1. AGGREGATE BASE AND SUBBASE SHALL BE INSTALLED IN MAXIMUM 8" LIFTS AND MECHANICALLY COMPACTED TO MINIMUM 98% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH THE AASHTO T-99 METHOD.
 2. JUST PRIOR TO INSTALLING AGGREGATE BASES ROCK THE SUBGRADE SHALL BE PROOF ROLLED. SUBGRADE MATERIAL THAT DOES NOT PASS PROOF ROLL TESTING SHALL BE REMOVED AND ADDITIONAL CRUSHED ROCK INSTALLED.

2 VEHICLE GRAVEL SECTION
SCALE: HTS



3 THICKENED EDGE OF ASPHALT
SCALE: HTS



4 BOLLARDS
SCALE: HTS

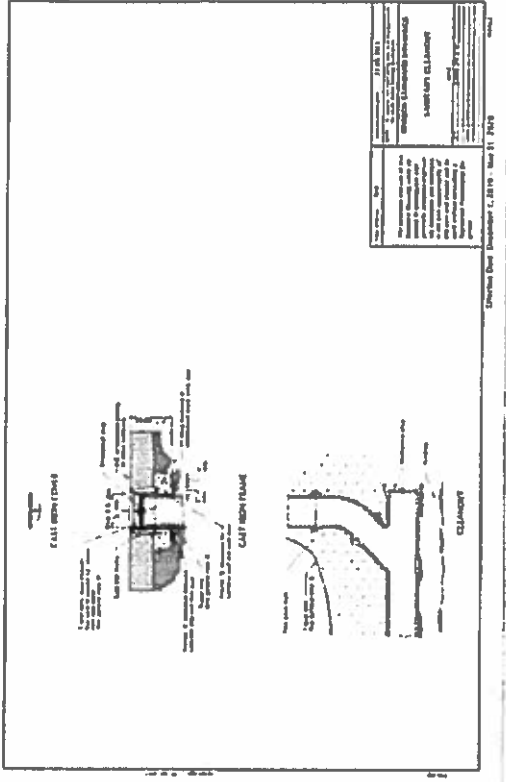
REVISIONS	BY	DATE

EMC
 Environmental Management Corporation
 1000 Lower Harbor Road, Brookings, OR 97530
 Phone: (541) 338-2200
 Fax: (541) 338-2201
 E-mail: info@emc.com

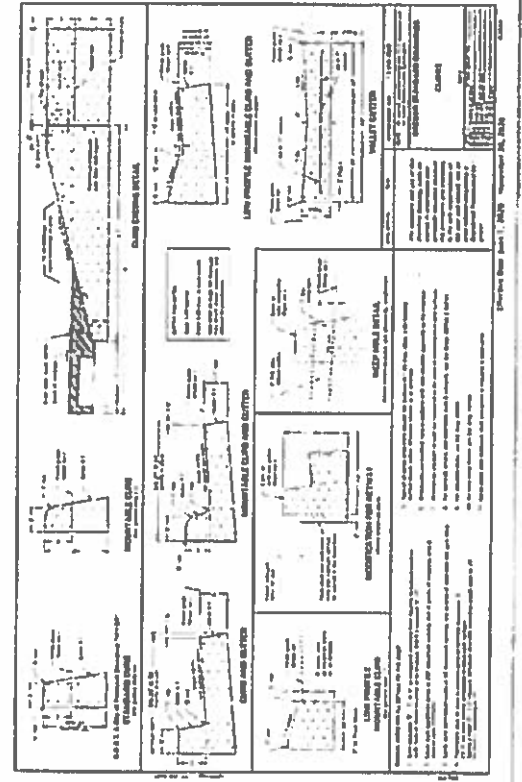


PORT OF BROOKINGS HARBOR
 AND DOCK PILE REPLACEMENT
 FUEL DOCK ACCESS PAD

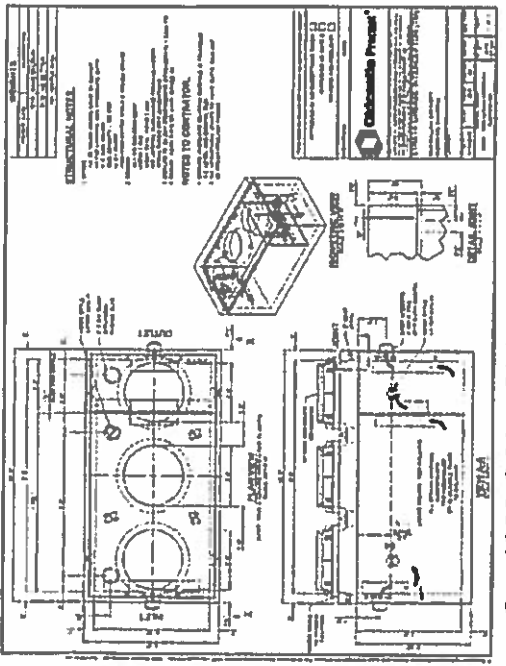
DATE: 08/05/10
 SHEET NO. C10.2
 PROJECT DETAILS



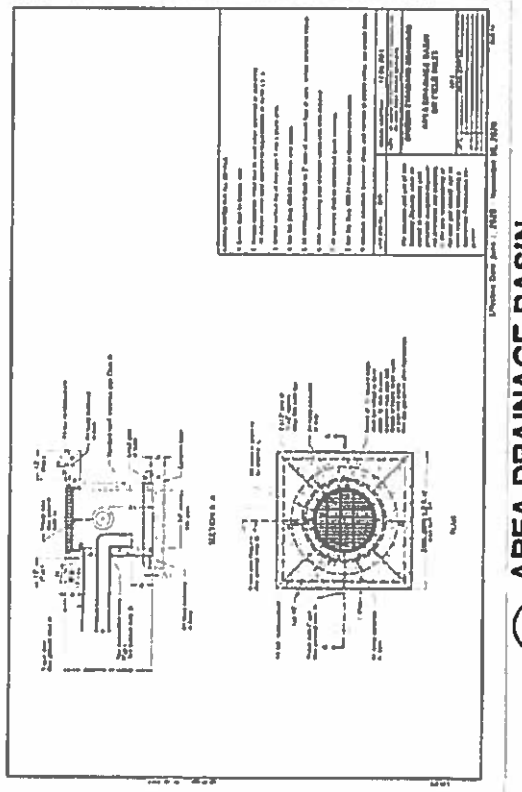
CLEANOUT DETAIL
 SCALE: NTS



CURB
 SCALE: NTS



1000 GAL - GREASE INTERCEPTOR
 SCALE: NTS



AREA DRAINAGE BASIN OR FIELD INLET
 SCALE: NTS



ACTION ITEM – B

DATE: May 28, 2020
RE: Basin 1 Docks F & G
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Board approved removing one side of the fingers for extra room and side ties at January Board Meeting.
- Staff has an idea to help provide better customer service for the weekend fishermen wanting moorage. The idea is using Docks F & G as designated short-term moorage paid through the launch machine at a daily rate.
- Our normal operation for weekend moorages: handle the paperwork before the weekend or call the RV Park Office during the weekend.
- Short-term moorage means: any moorage less than one month.
- Daily rate for 20-foot boat is \$12.80. Daily rate for 30-foot boat is \$19.20. We used \$15.00 per day as an average rounded cost for those slips.
- We would like to try this as a trial run and see how it works. Tickets would be displayed like the boat launch parking lot ticket and enforcement would come from staff checking periodically. Boat slips would be first come, first serve, no reservations.
- New sign would be needed at the launch machine and signs placed on the Docks. Boat maximum lengths would be posted.
- We have 3 boats that have long-term moorage on these docks. These boats would be moved to E Dock.

DOCUMENTS

- Proposed Basin 1 Dock Map, 1 page
- Basin 1 Moorage Rates for Water Only, 1 page

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve using Docks F & G for short-term moorage at a set rate of \$15.00 per day from the launch machine. Install signs as needed at the launch machine and on the docks for guidance.

APPENDIX B

SPORT - BASIN 1 WATER ONLY

CALCULATED RATES PER LENGTH

NOTE: Rates are based on vessel length or slip length - whichever is greater

Price includes trash and shore water (No Power)

Abuse of utility usage will be charged according.

LENGTH	DAILY	WEEKLY	CALENDAR MONTH	SEMI-ANNUAL	ANNUAL
20	12.80	76.00	227.60	516.80	907.40
21	13.44	79.80	238.98	542.64	952.77
22	14.08	83.60	250.36	568.48	998.14
23	14.72	87.40	261.74	594.32	1043.51
24	15.36	91.20	273.12	620.16	1088.88
25	16.00	95.00	284.50	646.00	1134.25
26	16.64	98.80	295.88	671.84	1179.62
27	17.28	102.60	307.26	697.68	1224.99
28	17.92	106.40	318.64	723.52	1270.36
29	18.56	110.20	330.02	749.36	1315.73
30	19.20	114.00	341.40	775.20	1361.10
31	19.84	117.80	352.78	801.04	1406.47
32	20.48	121.60	364.16	826.88	1451.84
33	21.12	125.40	375.54	852.72	1497.21
34	21.76	129.20	386.92	878.56	1542.58
35	22.40	133.00	398.30	904.40	1587.95
36	23.04	136.80	409.68	930.24	1633.32
37	23.68	140.60	421.06	956.08	1678.69
38	24.32	144.40	432.44	981.92	1724.06
39	24.96	148.20	443.82	1007.76	1769.43
40	25.60	152.00	455.20	1033.60	1814.80
41	26.24	155.80	466.58	1059.44	1860.17
42	26.88	159.60	477.96	1085.28	1905.54
43	27.52	163.40	489.34	1111.12	1950.91
44	28.16	167.20	500.72	1136.96	1996.28
45	28.80	171.00	512.10	1162.80	2041.65
46	29.44	174.80	523.48	1188.64	2087.02
47	30.08	178.60	534.86	1214.48	2132.39
48	30.72	182.40	546.24	1240.32	2177.76
49	31.36	186.20	557.62	1266.16	2223.13
50	32.00	190.00	569.00	1292.00	2268.50
51	32.64	193.80	580.38	1317.84	2313.87
52	33.28	197.60	591.76	1343.68	2359.24
53	33.92	201.40	603.14	1369.52	2404.61
54	34.56	205.20	614.52	1395.36	2449.98
55	35.20	209.00	625.90	1421.20	2495.35
56	35.84	212.80	637.28	1447.04	2540.72
57	36.48	216.60	648.66	1472.88	2586.09
58	37.12	220.40	660.04	1498.72	2631.46
59	37.76	224.20	671.42	1524.56	2676.83
60	38.40	228.00	682.80	1550.40	2722.20
61	39.04	231.80	694.18	1576.24	2767.57
62	39.68	235.60	705.56	1602.08	2812.94
63	40.32	239.40	716.94	1627.92	2858.31
64	40.96	243.20	728.32	1653.76	2903.68
65	41.60	247.00	739.70	1679.60	2949.05
66	42.24	250.80	751.08	1705.44	2994.42
67	42.88	254.60	762.46	1731.28	3039.79

INFORMATION ITEM – A

DATE: May 28, 2020
RE: Beach Access Ramp
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Last meeting there was discussion about beach ramp construction meeting ADA requirements. Since the meeting, we found the grant that provided beachside path and parking. LGP0073 Grant from Oregon Park and Recreation Department help fund the construction.
- After further review with Oregon Parks and Recreation, they provided information from ABA Standards where removable beach access routes are not required to comply with specific requirements for running slope, cross angle, resting intervals, and dune crossings (packet page 109).
- After receiving this information, the beach access ramps were installed.

DOCUMENTS

- LGP0073 Beachside Path & Parking Grant, 20 pages
- ABA Beach Access Routes Information, 8 pages

Beachside Path & Parking

Project Details

\$87,575.00

Agreement Id	LGP0073
Project Name	Beachside Path & Parking
Program	Local Government
Project Type	
Recipient	Port of Brookings
Award Year	2001
Status	Inactive
Start Date	Sep 10, 2001
End Date	Jun 30, 2003
Completion Date	Jun 30, 2003

Beachside Path & Parking

Project Details

\$87,575.00

Project Funding

Total Project Cost	\$145,958.00
Match	\$58,383.00
Maximum Reimb	\$87,575.00
Retained Amount	\$8,757.50

**GRANT APPLICATION
LOCAL GOVERNMENT GRANT PROGRAM**

1. PROJECT SPONSOR INFORMATION	
Project Name: Beachside Path and Parking Area Improvement	Project Sponsor: Port of Brookings
Contact Person Name: Russ Crabtree, Manager	
Address: P.O. Box 848, Brookings, OR 97415	
Telephone No.: (541) 469-2218	Fax No.: (541) 469-0672

2. PROJECT TYPE AND GRANT REQUEST	
Type of Project: ___ Acquisition <input checked="" type="checkbox"/> Development ___ Rehabilitation	
Type of Applicant: ___ City ___ County ___ Park & Rec District <input checked="" type="checkbox"/> Port ___ METRO	
Small Project Grant Request \$ _____	Large Project Grant Request \$ <u>87,575</u>

3. PROJECT DESCRIPTION:
Construct path and parking along 1,000 ft of a State owned beach.

4. PROJECT SITE/LOCATION:	
Site Name: Sporthaven Beach	Size of Property: Approximately 1 acre to be improved
Owner: Oregon Parks and Recreation Department	
Site Description:	
The property is immediately to the south of the Chetco River entrance's south jetty. The beach was recently protected with rip-rap and pedestrian access and vehicle parking is restricted without the improvements.	
City/Town: Brookings	County: Curry County
DRIVING INSTRUCTIONS:	
Drive south on Highway 101 through the City of Brookings; on the south end of the Highway 101 bridge that crosses the Chetco River, exit to the right (west) and proceed approximately 1 mile on Lower Harbor Road to its intersection with Benham Lane; turn right (north) and keep to left at "Y" intersection with Boat Basin Road.	

**LOCAL GOVERNMENT GRANT PROGRAM
APPLICATION CHECKLIST**

Name of Project Sponsor: Port of Brookings Harbor

Name of Project: Beachside Path and Parking Type of Project Construction
Area Improvement Project

A complete application for a Local Government Grant includes the application forms and attachments. Please indicate in the space at the left of each item, that it has been enclosed.

COMPLETED APPLICATION PACKET:

- Cover Letter
- Application Forms - required pages have been filled out, including the date and signature of an authorized official.
- Park Vicinity Map (10 copies)
- Park Boundary Map/Site Plan (Required for an acquisition) (10 copies)
- Construction Drawings/Floor Plans
- State Natural Resource Agency Comments
- Property Deed/Lease Agreement
- Preliminary Title Report (Required for an Acquisition)
- Five-Year History of Property Conveyance (Required for an Acquisition)
- Planning Department Certification
- Resolution to Apply for Grant

NUMBER OF COPIES TO SUBMIT:

- For small projects submit two (2) copies of complete application packets, all required attachments and ten copies of vicinity map and park boundary/site plan maps.
- For large projects submit two (2) copies of complete application packets, all required attachments and ten copies of vicinity map and park boundary/site plan maps.

DO NOT PUT APPLICATION PACKETS IN NOTEBOOKS OR FOLDERS. STAPLE IN UPPER LEFT HAND CORNER.

Missing
Planning Dept. Certification
Resolution to Apply
Property Deed/Lease Agreement

5. PROGRAM NARRATIVE – In the space provided, describe all elements of the project and the need for assistance, project objectives, facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe who will do the work and who will provide supervision, historical site use, community involvement, problems or desires that led to project being selected. Describe how the project relates to current and future public recreation needs, expected results and benefits. Describe any unusual or unique features of the project such as innovative design, conservation, unusual site conditions, etc. Describe the topography of the site and present development on the site and how proposal fits in with future development, and the anticipated start and end dates of the project. See Section 2.1.A in Grants Manual.

The area to be improved is State Parks and Recreation Department owned land. The property is a beach that fronts an RV park. Between the beach and the RV park is a paved frontage road. A Port sponsored a project in 1996 placed a revetment along the beach foredune. Rapid erosion was occurring in association with an El Niño event. Large rip-rap and quarry spalls were left for surface material between the frontage road and the beach. Vehicles now park on the road shoulder and pedestrians must traverse the boulders to gain access to the beach. The improvements will provide for handicapped access that is now prevented because of the rock surface material.

The construction will be to provide a 10 ft wide and 1,000 ft long concrete path adjacent to the revetment's top-of-bank and provide a 30 ft wide paved parking between the path and frontage road. A storm drainage system will be constructed to handle wave-overtopping that still occurs during severe winter storms. The improvements will be accomplished with a combination of Port labor, equipment, and materials and contract construction. Because of the existing surface conditions, construction will not be impeded by seasonal weather conditions. There are no underground or overhead utility lines, buildings, wetlands, or other existing conditions that would affect the permitting or construction of this project. It is estimated that design and construction would take no more than six months.

The beach is a popular destination for local citizens and area visitors, receiving an estimated 200,000 visitor days per year. This shoreline is especially important for promotion of the tourism industry, because of southern Oregon Coast's limited access to beaches. Visitors are attracted to the area because of the many adjacent land uses, including 170 space RV park, fishing pier, Coast Guard Station, and a parking area to watch vessels entering the harbor.

The path is one component of a multi-use trail system included in the Port's recently updated Master Plan. The trail system will eventually provide continuous pedestrian access constructed to ADA standards to all Port facilities. The Master Plan upgrade process has included many public meetings. The meetings resulted in strong support for this near-term capital improvement project. The trail system will be completed in stages as funding opportunities become available.

The Port has already received an award for the applicant's share of the proposed financing. The funds are a loan from the Ports Revolving Loan Fund administered by the Oregon Economic and Community Development Department. The Port will immediately begin design and construction after the OPRD grant is received.

6. ENVIRONMENTAL ASSESSMENT - Describe the proposed action, a statement regarding the need for it, a description of what the action is designed to accomplish, location of the project, its scope, the level of impact-causing activities, and any adverse or beneficial, environmental impacts resulting from the project. Describe the site (i.e. land use of site and surrounding area, fish and wildlife, vegetation, geology and soils, mineral resources, air and water quality, water resources/hydrology, historic/archaeological resources, transportation/access, and consumption of energy resources, and overhead utilities). Is the project site located in a floodplain or wetland? Are there any threatened or endangered species on the site? Attach any comments received from State Natural Resource Agencies and a list of other persons consulted. See Section 2.1.B in Grants Manual.

The proposed action is to construct a 1,000 ft long path and parking area along a Pacific Ocean beach. Existing conditions are rip-rap and quarry spalls remaining from a construction project in 1996 that strengthened the beach foredune with a revetment. The project is to enhance public and handicapped persons safe access to the beach. It will provide a safe environment for recreation and serve as a destination for bird-watchers, wildlife enthusiasts, and those who want to enjoy the beach. The path will also provide opportunities for coordination with other planned multi-use trails within the area. The Port intends for this to be the first in a series of trails connecting all Port facilities and other natural areas along the Chetco River.

The project area is presently developed. A frontage road runs alongside the project area, separating it from a large RV park. The project area is currently zoned commercial. Zoning is administered by Curry County Planning Department.

The project is already well-advanced in the development process. The environmental work, initial scoping, and concept design are complete. The project is consistent with local and regional land use plans.

Minimal temporary impacts will be made during construction of the path and parking area. Proposed design and construction of the path is in compliance with Section 404 of the Clean Water Act, Section 10 of the Harbors Act, and Oregon's Removal/Fill law. An Environmental Impact Statement should not be required for this project. A Finding of No Significant Impact (FONSI) can be made.

The area provides wildlife habitat for some species. Due to the absence of buffers and proximity of urban development, the habitat area is not diverse. No threatened or endangered species (plant or animal) were identified on the site.

There will be no impact on geology and soils nor historical/archaeological impacts. The trail will be a benefit to the surrounding land uses. A keen interest has been expressed by those that live and work in the area for the development of a trail system for exercise and as an alternate mode for accessing recreation sites.

The only plausible alternative for the project would be status quo. Status quo is unacceptable, because needs for safe and convenient beach access are not attainable. Because the project is an enhancement of existing conditions, without having adverse impacts to physical, biological, or socio-economic conditions, no mitigation is necessary.

The revetment project had significant review by natural resource agencies, including the State Historic Preservation Office (SHPO). Since the proposed project is a continuation of the revetment project, there should be no additional concerns. However, notification will be made and schedules will be adjusted to accommodate review time.

7. SOURCE OF FUNDING - Provide information about the sources of funding for local match. How firm is your local match – have the matching funds been committed to this project by your council, board or commission? Describe whether or not funds have been included in current parks budget and whether or not they are available immediately. Describe any in-kind donations (volunteer labor, donated materials, etc) for this project. What other local commitments, partnerships, use of inmate labor, etc. and support is there? Is the local match available at the time of application? Describe agency's ability to meet long-term maintenance costs for the project. (See also #8 Source of Funding Worksheet)

The sources of funding are a loan from the Ports Revolving Loan Fund (PRLF) in addition to the expected grant from the OPRD Local Government Grant Program. The PRLF has already been awarded to the Port. The construction will be accomplished using a combination of Port labor, equipment, and materials and contract construction. The Port would be expected to be reimbursed for its participation using the loan and grant funds.

The loan's debt service will be met by increasing RV park rates. The Port will be responsible for monitoring the improvements. The path and parking area maintenance costs will be incorporated into the RV park rate budgets.

8. FUNDING REQUEST/SOURCE OF FUNDING WORKSHEET

A. Local Government Grant Funding Request \$ 87,575

B. Sponsor Match (the minimum match is 50% except for cities/districts with a population of less than 5,000 and counties with a population of less than 30,000 the matching requirement is 40 percent.)

Appropriations/Cash	\$ _____	
Cash Donations	\$ _____	
Donated Equipment	\$ _____	
Donated Labor	\$ _____	
Donated Land	\$ _____	
Donated Materials	\$ _____	
Donated Property Interests	\$ _____	
State Loan		
*Federal Grant (Name: <u>PRLF</u>)	\$ <u>100,000</u>	Awarded
Force Account – Equipment	\$ _____	
Force Account – Labor	\$ _____	
Force Account – Materials	\$ _____	
*State Grant – Other (Name: _____)	\$ _____	
*State Grant – Other (Name: _____)	\$ _____	
Penal Labor	\$ _____	
State Revenue Sharing	\$ _____	
B. TOTAL MATCH FOR SPONSOR		\$ <u>100,000</u>

C. TOTAL PROJECT COSTS (A+B=C) \$ 187,575

Other Grant Funding

Name of Grant:	Agency:
Type of Grant:	Status of Grant Request:
Other Grant Funding	
Name of Grant	Agency:
Type of Grant	Status of Grant Request:

9. SUMMARY OF DEVELOPMENT/REHABILITATION PROJECT ELEMENTS AND COSTS		
I. Professional Services		\$
A. Pre-agreement Costs		
1.	\$	
2.	\$	
B. Construction Plans/Specs		
1. By Local Government Personnel	\$	
2. By Contract or Consultant	\$ 19,825	
II. Land Acquisition		\$ 0
A. Acres by Donation	\$	
B. Acres by Purchase	\$	
C. Appraisals & Boundary Survey	\$	
III. CONSTRUCTION		\$ 167,750
A. Site Preparation	\$	
B. Utilities (Storm Drainage & Sidewalks)	\$ 65,250	
1. Water	\$	
2. Electric	\$	
3. Sanitary Sewer	\$	
C. Roads System		
1. Roads	\$	
2. Parking (1,000 ft x 20 ft parking)	\$ 82,500	
D. Buildings		
1. Bathhouse/concession/restroom	\$	
2. Restroom	\$	
E. Recreational Facilities		
1. Picnic Tables and Grills	\$	
2. Unlighted baseball/softball field	\$	
3. Hike and Bike Trails	\$ 20,000	
4. Picnic Shelter/Pavillion	\$	
5. Playground Equipment	\$	
F. Miscellaneous		
TOTAL PROJECT COSTS		\$ 187,575
MATCHING FUNDS REQUESTED		\$ 87,575

11. LOCAL RECREATION NEEDS BENEFITS AND PLANNING – Describe and explain the needs and benefits of the proposed project. Describe any social, economic or other benefits resulting from the project. Is this project identified in local park master plans, local comprehensive plans, and/or watershed, basin-wide or statewide eco-regional restoration, or SCORP, and how it meets the needs identified in these planning documents. What local or regional need does it meet and who the primary users of the project site will be. Describe any planning and public involvement efforts that led to the selection of the project, including citizen involvement through public workshops and public hearings, park board and local citizen advisory committees in the development of local park plans.

The access afforded by the path and parking area will provide pedestrians and bicyclists with safe and convenient access to an ocean beach. The path is one component of a planned multi-use trail system for the area. The system is included in the recently upgraded Port Master Plan. As a result of the extensive public review of the draft Master Plan, the trail system received highest priority to be included in a near-term capital improvement plan.

The path and parking area will be open year-around for the public's enjoyment for beach activities. This varies from picnicking during the summer months to storm watching during the winter months. Personal benefits include relaxation, exercise, enjoyment of nature, and education. Economic benefits accrue to surrounding businesses.

12. PARTNERSHIPS/PUBLIC SUPPORT – Describe your involvement with partnerships from other agencies, groups or individuals and whether or not funding support is being provided from these agencies or groups. Describe local support for the project through local agency involvement, agency support and public participation in the formulation of the project through public meetings, public workshops, or other methods to gather citizen input, support and involvement for the project.

The project has had strong support from the community.

13. TIMELINESS – Is there an immediate need or threat of facility closure because of non-compliance with state and federal laws. Describe any actions under consideration that could result in a lost opportunity or facility becoming unavailable for public use. Is there a threat to losing the available local match or the ability of local project sponsor not being able to complete the project within 2 years?

There are no factors that will constrain the timelines of construction. There are no unusual permitting requirements. The OPRD owns the land and has indicated their support for the improvements. The Port has a documented history of successful planning, construction, and maintenance of facilities that are much more complex than the proposed project. The Port has staff with the expertise to manage and participate in the construction. The Port owns equipment that will be used for the construction and maintenance.

14. ACCESSIBILITY FOR PEOPLE WITH DISABILITIES - Answer the following questions about accessibility for people with disabilities.

Does your agency have an ADA Compliance Plan?

Yes No

What is the topography of the project site (flat, hilly, rough, uneven, etc.)? Flat.

What is the surface of existing or proposed parking areas? How many parking spaces are (or will be) allocated for people with disabilities?

Existing conditions are rip-rap and quarry spalls. Six handicapped parking spaces will be provided.

What is the slope and surface of any roads or trails that will be used as accessibility routes to various parts of the park?

The surrounding property is level.

Do existing areas and facilities within your parks system meet ADA Guidelines for Recreation Facilities?

Yes.

How will your proposed development or rehabilitation projects be made accessible?

The multi-use trail system will be designed to comply with the Americans with Disability Act Accessibility Guidelines for Recreation Facilities.

How does your agency address special accessibility concerns/needs for people with sight or hearing impaired disabilities?

Port facilities are designed to meet special accessibility needs, including Braille signage in buildings. All Port sponsored meetings are held in facilities that accommodate special accessibility needs.

Does your agency have the latest Americans with Disabilities Act Accessibility Guidelines: Recreation Facilities?

Yes.

For further information contact: Office of Technical and Information Services, Architectural and Transportation Barriers Compliance Board, 1331 F Street, NW, Suite 1000, Washington, DC 2004-1111. Telephone number (202) 272-5434 extension 34 (Voice); (202) 272-5449 (TTY).

The Architectural and Transportation Barriers Compliance Board (Access Board) is in the process of amending the Americans with Disabilities Act Accessibility Guidelines (ADAAG) by adding a new special application section for newly constructed and altered recreation facilities that are not adequately addressed by the existing guidelines.

15. REQUIRED PERMITS - (Acquisition and Development Projects) – List potential permits and status of permit applications that are or may be required for proposed project (i.e. Corps of Engineers, Division of State Lands, building permits, etc.)

Type of Permit	Status of Permit
Curry County Building Permit	Application not submitted

16. APPLICATION SIGNATURE/AUTHORIZATION

As an authorized representative of, Port of Brookings Harbor I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program. I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

Project Name: Beachside Path and Parking Improvement Project

Project Contact Person: Russ Crabtree, Port Manager
Name Title

(541) 469-2218 (541) 469-0672
Telephone Number Fax Number



Authorized Representative Signature



Oregon

John A. Kitzhaber, M.D., Governor

Parks and Recreation Department

1115 Commercial St. NE

Salem, OR 97301-1002

(503) 378-6305

FAX (503) 378-6447

www.prd.state.or.us

September 10, 2001



Mr. Russ Crabtree
Port of Brookings Harbor
PO Box 848
Brookings, OR 97415

RE: **NOTICE TO PROCEED**
Local Government Grant Program
Beachside Path and Paving
LGP0073

Dear Mr. Crabtree:

Enclosed is a signed agreement for the above referenced project. This signed agreement authorizes your agency to proceed with the project work. You have one year to begin substantial work (e.g., the award of contracts or completion of at least 25 percent of the work, it done by force account). Once the work has begun, you should bill us each quarter as outlined in the agreement. Use the billing form and quarterly report forms that were sent to earlier.

Thank you again for your participation and success in receiving funding assistance.

If you have any questions, please call me at (503) 378-4168 extension 241.

Sincerely,

Marilyn Almero Lippincott
Grants Project Officer

c: Craig Tutor, Grants Unit Manager

Enclosure

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**STATE/LOCAL AGREEMENT
LOCAL GOVERNMENT GRANT PROGRAM**

THIS AGREEMENT is made and entered into on the date of final signature of this agreement by and between the State of Oregon, acting by and through Oregon Parks and Recreation Department, hereinafter referred to as the "State", and **The Port of Brookings Harbor**, acting by and through its **Board of Commissioners** or designated representative, hereinafter referred to as the "Sponsor".

* * *

WHEREAS, under ORS 390.180 the State and Sponsor may enter into an agreement concerning acquisition, development, and rehabilitation of outdoor recreation areas and facilities, hereinafter called "Project", and the State may make grants of money to assist the Sponsor in such projects: and

WHEREAS, the State and the Sponsor desire to achieve improvements in park and recreation facilities as hereinafter described in the project application and to that end, the Sponsor proposes to perform work and/or acquire land as set out and described in the Description/Scope of Work section of this agreement and the Sponsor's application.

* * *

Project Title: **Beachside Path and Parking Development**

Project Number: **LGP0073**

* * *

A. Funding of Project

- (1) The total cost of the project covered by this Agreement is **\$187,575.00**.
- (2) The value of the Sponsor contributions for this project is **\$100,000.00** [difference of (1) less (3)].
- (3) The State agrees to pay **\$87,575.00** or **50 percent** of the total project costs; whichever amount is less, from monies available through the Local Government Grant Program.

B. Project Information

Description/Scope of Work: **Project elements include utilities (storm drainage), parking and pathways.**

The Sponsor's Project and Boundary Map information is more particularly described in the project grant application and by this reference made a part of this agreement.

C. Project Funding, Reports and Payments

Sponsor may begin work upon receipt of a "Notice to Proceed" from the State. Any expenses incurred prior to the agreement date will not be eligible for reimbursement. Once work has begun, sponsor shall report to the State on a quarterly basis, for work completed or for request for partial payment during the quarters as follows:

By April 30 for the quarter beginning January 1 and ending March 31;

By July 31 for the quarter beginning April 1 and ending June 30;

By October 31 for the quarter beginning July 1 and ending September 30;

By January 31 for the quarter beginning October 1 and ending December 31.

A copy of the quarterly reporting form is attached. Please use this form for all progress reporting.

Partial payments up to 90% of the grant amount may be billed to the state during the project period for work completed. State will retain 10% of total grant allocation amount (Section A. (3)). The final 10% will be reimbursed after the project is completed, full documentation is received, and there is final approval and acceptance by State. Partial payments and quarterly reports shall contain a reasonable and accountable request. When partial payments are requested, a status report giving an accounting of the total expenditures and work accomplished during the period is required. At no time will the State reimburse Sponsor for more than the maximum percentage allowed under this agreement.

Sponsor hereby warrants that, at the time this agreement is executed, it has sufficient financial resources available and authorized to complete the work of the project.

Sponsor further warrants that the land within the project boundary shall be dedicated and used for park or recreation purposes. Sponsors must control or will have control of the land, and Sponsor shall not change the use of, sell, or otherwise dispose of the land within the project boundary except upon approval and consent of the State. If the Sponsor converts lands within the project boundary to a use other than park and recreation purposes, or disposes of such land by sale or any other means, the Sponsor must provide replacement property of equal or greater fair market value to that of the converted project land as measured on the date of their conversion or disposal. This will require appraisals for both the converted and the replacement property. Replacement property will not be approved by the State unless the replacement property has park and recreation utility equivalent to the lands converted or disposed.

Billings: Please complete Agency Billing Form and send to: Oregon Parks and Recreation Department, ATTN: Marilyn Lippincott, Grants Project Officer, 1115 Commercial St. NE Suite 1, Salem, Oregon 97301-1002. The Agency Billing Form is attached with this agreement. Please use this form for all requests for reimbursement.

Projects may be inspected by the State prior to final acceptance.

The Sponsor shall have one year from the date of authorization of this agreement to begin substantial work (i.e. for sponsor to award contracts for work or show at least 25% of work is complete if paid by force account). Projects not in compliance with this schedule will be cancelled, unless substantial justification for an extension is warranted.

D. Project Period

This Agreement shall become effective on the date at which both parties have signed this Agreement. Unless otherwise terminated or extended this Project shall be completed and this Agreement shall expire on **June 30, 2003**.

Sponsor must submit a final report within 90 days of the project completion date or the expiration date of the agreement. The final report shall include full and final accounting of all expenditures and description of the work accomplished.

Extensions for a six-month period may be granted for the project agreement only upon written request to the State. Request for an extension must be submitted to the State at least 30 days prior to expiration date of this agreement allowing enough time to prevent a lapse in the agreement. The request for extension must show a compelling need for the extension. No further extensions will be allowed.

F. Amendments

This Agreement may only be amended, if **requested** in writing, **approved** by the State, and **signed** by the parties.

G. Inspections and Audits

The Sponsor shall permit all fund-assisted sites to be inspected by the State and/or its authorized representative(s) at reasonable times.

The Sponsor shall retain a project file including accounting records for three (3) fiscal years after the completion of the project and allow the State, or its authorized representative, to inspect and review all fund related records, to the level of detail prescribed by the reviewing entity, whenever so requested by the State or its

authorized representative.

H. Liability

The Sponsor shall be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the sponsor, while acting within the scope of his office or employment as permitted under the Federal Tort Claims Act, where the United States, if a private person, would be liable to the claimant in accordance with the law of the State where the act or omission occurred.

I. Indemnity

The Sponsor shall defend, save, hold harmless, and indemnify the State of Oregon and the Department and their agencies, subdivisions, officers, directors, agents, employees, and members from any and all claims, suits, actions, losses, liabilities, costs, expenses, and damages of whatsoever nature resulting from, arising out of, or relating to the activities of Sponsor or it's officers, employees, contractors, or agents under this agreement.

J. Notices

- (1) All written communications, which are to be given to the State under this Agreement, will be mailed and addressed as follows:

**Oregon Parks and Recreation Department
Marilyn Lippincott, Grants Project Officer
1115 Commercial St NE Suite 1
Salem, Oregon 97301-1002**

K. No Waiver

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SPONSOR, BY THE SIGNATURE BELOW OF IT'S AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SPONSOR HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY IT'S TERMS AND CONDITIONS.

L. Availability of Funds:

State certifies at the time this agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the State's current appropriation or limitation.

M. Publicity:

Sponsors should make every effort to publicize the Local Government Grant Program and OPRD's participation.

N. Signs:

State may require that signs acknowledging Local Government Grant Program assistance be installed at project site.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be properly executed by their authorized representatives as of the day and year hereinafter written.

Port of Brookings Harbor
Sponsor Title

R. Cuth
Sponsor Signature

8/22/01
Date

Recommended by

Marilyn Lippincott
Local Government Grant Coordinator or Representative
Oregon Parks and Recreation Department

8/29/01
Date

STATE OF OREGON, by and through Oregon Parks and Recreation Department

Michelle
Authorized Representative of Oregon Parks and Recreation Department

9/10/01
Date

**LOCAL GOVERNMENT GRANT PROGRAM
BILLING/PAYMENT SUMMARY**

Project Sponsor: Port of Brookings Harbor

Contact Person: Russ Crabtree Telephone #: 541-469-2218
Fax #: 541-469-0679

Mailing Address: PO Box 848
City: Brookings State: OR Zip Code: 97415

Project Name: Beachside Path and Parking Area Improvement

LGP# 0073 Encumbrance # LGP0073

EA/SJ/ACT/OBJ LGPGRANT-002-600-730 Vendor # 936013807 00

PROJECT APPROVAL/AUTHORIZATION

	Date	Total Project Costs	Percent Funding
	09/10/01	\$187,575.00	\$87,575.00
Amendment			
Amendment			
TOTAL			

PROJECT EXPIRATION DATE: 06/30/03

BILLING COMPUTATION SUMMARY

Billing #	Date	Total Project Costs	Percent Funding	Less Ten % Retention	Payment to Sponsor
1	10/18/01	\$73,362.03	\$36,681.01	\$0.00	\$36,681.01
2 <i>FINAL</i>	01/07/02	\$114,983.02	\$50,893.99	\$0.00	\$50,893.99
3					
4					
TOTAL		\$188,345.05	\$87,575.00	\$0.00	\$87,575.00



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Advancing Full Access and Inclusion for All

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CONTACT INFORMATION:

Bill Botten

(202) 272-0014

TTY: (202) 272-0073

Fax: (202) 272-0081

outdoor@access-board.gov

The Access Board is an independent federal agency that promotes equality for people with disabilities through leadership in accessible design and the development of accessibility guidelines and standards. Created in 1973 to ensure access to federally funded facilities, the Board is now a leading source of information on accessible design. The Board develops and maintains design criteria for the built environment, transit vehicles, telecommunications equipment, medical diagnostic equipment, and information technology. It also provides technical assistance and training on these requirements and on accessible design and continues to enforce accessibility standards that cover federally funded facilities.



The Board is structured to function as a coordinating body among federal agencies and to directly represent the public, particularly people with disabilities. Twelve of its members are representatives from most of the federal departments. Thirteen others are members of the public appointed by the President, a majority of whom must have a disability.

Contact Information

U.S. Access Board
1331 F Street NW, Suite 1000
Washington, DC 20004-1111

Voice: (202) 272-0080 or (800) 872-2253
TTY: (202) 272-0082 or (800) 993-2822
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Beach Access Routes

Beach access routes allow pedestrians to cross a beach so that they can play, swim, or participate in other beach- or water-related activities. A beach access route is a continuous, unobstructed path that crosses the surface of the beach and provides pedestrians access to the water. Beach access routes are not required where pedestrian access to the beach is not allowed.



Beach access routes can be permanent or removable. Removable beach access routes may be an option where restrictive permits are issued in coastal and shoreline areas, where seasonal tides or high flows may remove or damage a permanent structure, or in areas where the beach erodes or builds up quickly each season and causes a permanent beach access route to become inaccessible. Removable beach access routes can be moved to a protected storage area during storms and other periods when the routes are subject to damage or loss.

There are no scoping requirements for outdoor constructed features provided on beaches. Outdoor constructed features provided on beaches don't have to be connected by beach access routes, ORARs, trails, or accessible routes. Whenever possible, providing access to outdoor constructed features on a beach gives people with disabilities more independence and opportunities to participate in beach- or water-related activities.

Scoping Requirements

Facilities Serving Beaches [F248.1.1]

Beach access routes are required when an entity that administers or manages a beach constructs or alters any circulation paths, parking facilities, toilet facilities, or bathing facilities that serve the beach. The entity is not required to spend more than 20 percent of the costs of constructing or altering these facilities to provide beach access routes.



Beach Nourishment [F248.1.2]

Beach access routes are required when the entity that administers or manages the beach undertakes a beach nourishment project. The entity is not required to spend more than 20 percent of the costs of a beach nourishment project to provide beach access routes.

Minimum Number of Beach Access Routes [F248.2]

At least one beach access route must be provided for each one-half mile of beach shoreline administered or managed by the same entity. The number of beach access routes is not required to exceed the number of pedestrian access points provided to the beach by the entity. Pedestrian access points to a beach include parking facilities, dune crossings, and stairways or ramps leading from boardwalks to the beach. In high-density population areas, entities should consider providing beach access routes more frequently than

the minimum of every one-half mile to prevent people with disabilities from traveling extensive distances to access the beach.

Location [F248.3]

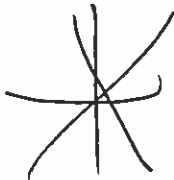
Beach access routes must coincide with or be located in the same general area as pedestrian access points that serve the beach.

Technical Requirements [1018 and 1018.1, Exception 3]

The technical requirements for beach access routes include specific provisions for connections, the surface, clear width, obstacles, openings, running slope, cross slope, resting intervals, protruding objects, and dune crossings. Removable beach access routes are not required to comply with the specific provisions for running slope, cross slope, resting intervals, and dune crossings.

Using the Beach Access Route Exceptions [1018.1, Exceptions 1 and 2]

When a condition for exception does not permit full compliance with a specific provision in the technical requirements on a portion of a beach access route, that portion of the route must comply with the specific provision to the extent practicable. After applying all the applicable conditions for exceptions to a beach access route, if an entity determines that it is impracticable to provide a beach access route that meets the technical requirements, then a compliant beach access route is not required. Additional information on the conditions for exceptions, including documenting use of the exceptions on portions of a beach access route and notifying the Access Board when it is impracticable to provide an entire beach access route, is provided in the section of this guide on the conditions for exceptions.



Removable Beach Access Route Requirements

Removable beach access routes are not required to comply with the specific requirements for running slope, cross slope, resting intervals, and dune crossings.

Connections [1018.2]

Beach access routes must connect an entry point to the beach to the high tide level at tidal beaches (figure 30); the mean high water level at river beaches; and the normal recreation water level at lake, pond, and reservoir beaches. Whenever possible, providing a beach access route that extends into the water will allow people to remain in their mobility devices and to transfer directly into the water.

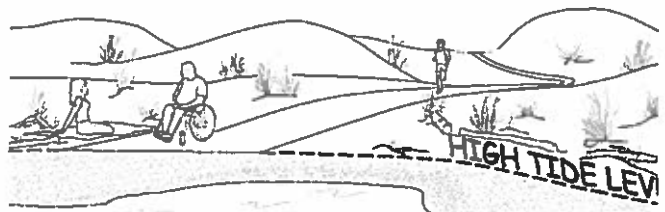


Figure 30—The high tide

level at a coastal beach.



Surface [1018.3]

The surface of beach access routes and resting intervals must be firm and stable. Sand is not a firm and stable surface. Additional information on firm and stable surfaces is provided in the trails section of this guide.



Clear Width [1018.4]



The clear width of beach access routes must be a minimum of 60 inches to enable people using mobility devices to pass people traveling in the opposite direction without veering off the firm and stable surface into the sand. The clear width of beach access routes that are not removable can be reduced to a minimum of 48 inches at dune crossings.

Beach wheelchairs are not a substitute for providing beach access routes. Beach wheelchairs have large, wide wheels that can roll across sand without sinking but do not provide independent access.

When gates or barriers are installed to control beach access, the gates or barriers must allow the passage of mobility devices, including beach wheelchairs. Gates or barriers should provide clear openings at least 48 inches wide for beach wheelchairs.

Obstacles [1018.5]

Changes in the vertical alignment of boards or the connection points for removable sections of beach access routes can be obstacles to beach access. When beach access routes are constructed of concrete, asphalt, or boards, obstacles cannot exceed one-half inch in height at their highest point. When beach access routes are constructed of materials other than concrete, asphalt, or boards, obstacles cannot exceed 1 inch in height at their highest point. Where possible, separate obstacles that cross the entire beach access route by at least 48 inches so that people using mobility devices can fully cross one obstacle before confronting another.



Openings [1018.6]

Openings are gaps in the surface of a beach access route. Gaps, including spaces between the planks on a boardwalk and drainage holes in temporary or permanent surfaces, that are big enough for wheels, canes, or crutch tips to drop through or become trapped in are potential hazards.



Openings in the surface of beach access routes and resting intervals must be small enough so that a sphere more than one-half inch in diameter cannot pass through. Where possible, elongated openings should be placed perpendicular, or as close to perpendicular as possible, to the dominant direction of travel or outside of the clear width of the beach access route.

Running Slope [1018.7.1]

The running slope of any segment of a beach access route must be no steeper than 1:10 (10 percent). When the running slope of a segment of beach access route is steeper than 1:20 (5 percent), the maximum length of the segment is specified in table 6, and a resting interval must be provided at the top and bottom of each segment.



Gradual running slopes provide more independent use for people with disabilities. Resting intervals must be provided more frequently when running slopes are more severe.

Running Slope of Beach Access Route Segment		Maximum Length of Segment
Steeper Than	But Not Steeper Than	
1:20 (5%)	1:12 (8.33%)	50 feet
1:12 (8.33%)	1:10 (10%)	30 feet

Cross Slope [1018.7.2]

When beach access routes are constructed of asphalt, concrete, or boards, the cross slope must be no steeper than 1:48 (2 percent). When beach access routes are constructed of materials other than asphalt, concrete, or boards, cross slopes no steeper than 1:20 (5 percent) are allowed when necessary for drainage.



Resting Intervals [1018.8]

Resting intervals are level areas that provide an opportunity for people to stop after a steep segment and recover before continuing on. Resting intervals are required between beach access route segments any time the running slope exceeds 1:20 (5 percent).

Resting intervals must be at least 60 by 60 inches. When the surface of the resting interval is constructed of asphalt, concrete, or boards, the slope of the resting interval must be no steeper than 1:48 (2 percent) in any direction. When the surface of the resting interval is constructed of materials other than asphalt, concrete, or boards, slopes no steeper than 1:20 (5 percent) are allowed when necessary for drainage.

Protruding Objects [1018.9]

Objects that protrude into the clear width of beach access routes and resting intervals can pose hazards to people who are blind or have low vision. Constructed elements on beach access routes and resting intervals must comply with the technical requirements for protruding objects in section 307 of the ABA Standards (figure 31). Signs and other post-mounted objects are examples of constructed elements that, if not located correctly, can be protruding objects.

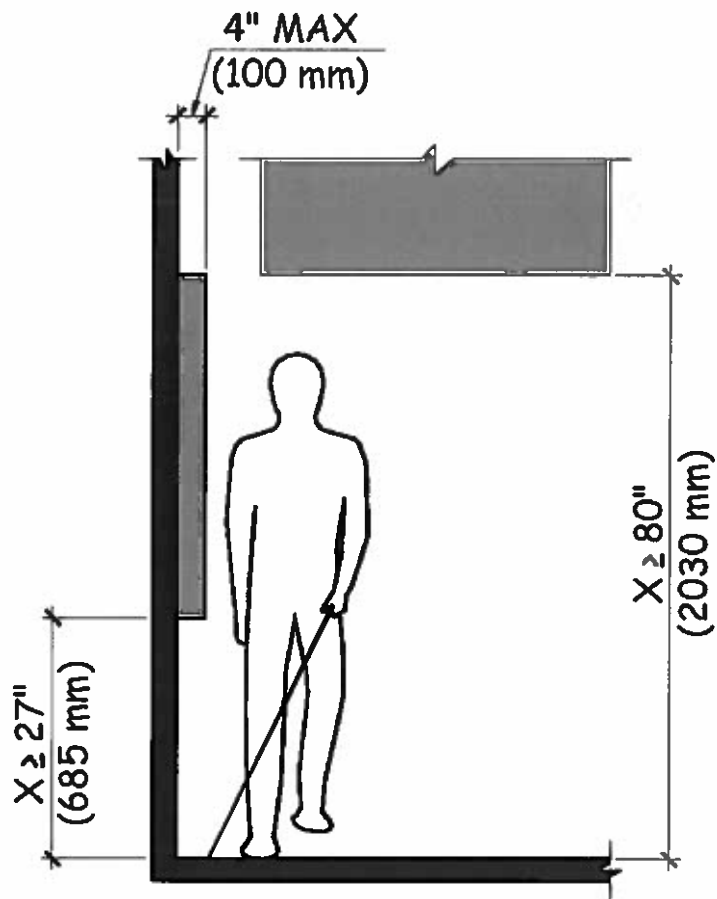


Figure 31—Constructed elements must comply with the technical requirements for protruding objects in section 307.2.

Dune Crossings [1018.10]

A dune crossing that is part of a beach access route and has a slope that exceeds 1:20 (5 percent) must also provide handrails that comply with section 505 of the ABA Standards and must also provide edge protection. The handrails must be continuous at a height of 34 to 38 inches above the walking surface along both sides of the dune crossing (figure 32). Edge protection in the form of a curb or barrier must prevent the passage of a 2-inch sphere where any portion of the sphere is within 2 inches of the dune crossing surface. The technical requirements for dune crossings do not address the vertical pickets provided in some handrail designs.

When a dune crossing is part of a beach access route, the clear width of the beach access route may be reduced from a minimum of 60 inches to a minimum of 48 inches. Where a removable beach access route is provided as a dune crossing, the beach access route technical provisions for running slope, cross slope, and resting intervals do not apply. When the running slope of a non-removable segment of a dune crossing is steeper than 1:20 (5 percent), the maximum length of the segment is specified in table 6, and a resting interval must be provided at the top and bottom of each segment.



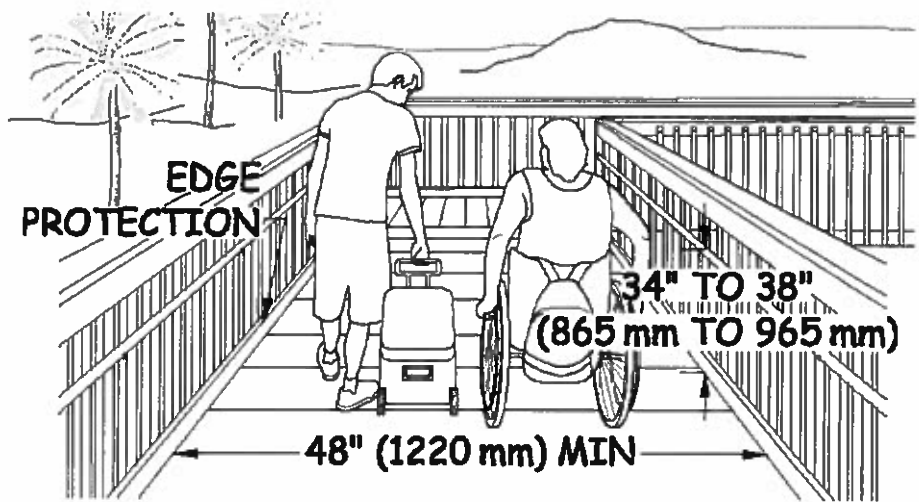


Figure 32—Minimum width and handrail height requirements for dune crossing

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