

PORT OF BROOKINGS HARBOR

Special Commissioner Meeting

16350 Lower Harbor Rd Suite 202

Thursday, September 3, 2020 • 2:00pm

Teleconference / Meeting Room (Limited Space)

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

Meeting ID: 849 9477 0970 Participant ID: # (to mute/unmute: * 6)

When calling in, please announce your arrival and state your name when you join the meeting.

TENTATIVE AGENDA

- | | Page |
|---|-------------|
| 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. ***Please <u>wait to be called on</u> before speaking***) | |
| 4. ACTION ITEMS | |
| A. Hazard Mitigation Grant Program (HMGP) for FEMA DR-4452..... | 2 |
| B. New Port Office – COVID-19 Compliance..... | 25 |
| 5. INFORMATION ITEMS | |
| A. None | |
| 6. COMMISSIONER COMMENTS | |
| 7. NEXT REGULAR MEETING DATE – Tuesday, September 15, 2020 at 6:00pm | |
| 8. ADJOURNMENT | |

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

This Institution is an Equal Opportunity Provider

ACTION ITEM – A

DATE: September 3, 2020
RE: Hazard Mitigation Grant Program – FEMA DR-4452
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- Hazard Mitigation Grant Program is designed to provide additional assistance to prevent or mitigate future disasters. It is a competitive grant and when tied to a declared disaster there is a great chance of success.
- Port received this type of grant for Basin 1 piling project which added more piles to project and completely replace all the old dock piles.
- Letter of Intent was submitted in April 2020 with the idea to place dredge spoils throughout the Port properties and encapsulate the spoils by paving or other means. Estimated grant total submitted was \$750,000. \$562,500 federal share, \$187,500 matching. There could be additional \$290,000 of federal funds available under this grant.
- Jack Akin/EMC Engineers/Scientists prepared the preliminary construction drawings per the Board and Staff recommendations. Drawings will be submitted with a Benefit-Cost Analysis (BCA) and narratives to Oregon Emergency Management – HMGP. Engineers estimated costs for all the construction areas should be available prior to the meeting for review. A lot more detail, design and specifications must be provided to the prospective contractor, with any revisions that the Commissioners or Staff come up with.... but not FEMA. These drawings will be fine for FEMA.
- ONE THING IMPORTANT ABOUT THE BCA.... THE MAIN GIST OF THE BENEFITS IS HOW THE PROPOSED PROJECT WILL MITGATE.... THAT IS: WHAT TYPE OF RECURRING DISASTERS WILL THIS WORK PREVENT?

So far, the strategy, from Jack is as follows:

1. Wildfire accelerated erosion have combined with severe storms to bring sediments, primarily from Chetco, but also from bare Port grounds surfaces, into the Port Basins at an alarming (and documented) rate. This is the primary narrative that gained FEMA disaster concurrence, and what we must connect to for the HMGP funds.
2. Also, at issue is the documented and studied, with engineering comments, exceedances of pollutants in Port stormwater, primarily TSS and metals, requiring action. The recommended action is to isolate stormwater flow from the ground surfaces via paving, and to implement stormwater flow control throughout the proposed areas.

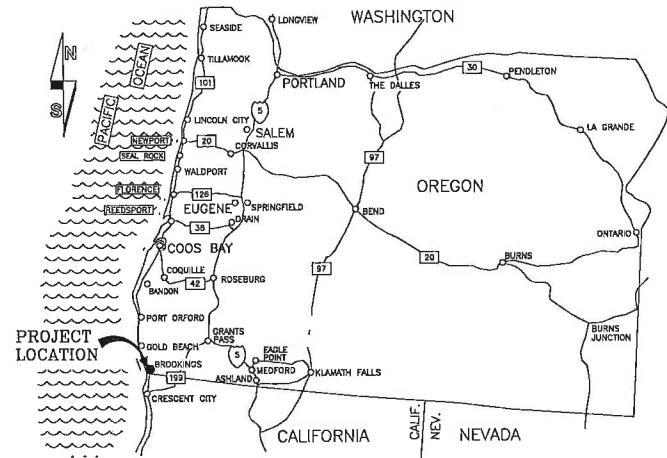
3. Proposed mitigation actions provide beneficial use of dredged sediments upland to create elevations helpful to grade adjustments for stormwater piping and catch basin installation. Considerable sediment disposal cost savings are thus gained by avoiding the expensive and dangerous two-mile ocean disposal, the only other option at the Port of Brookings Harbor. This is also very important because of cultural considerations...namely, the archaeological study performed for the Port has identified the boundaries of a native American village, some of which is located in the proposed dredge sediment disposal areas above the Ice House Inlet. Unless fill is imported into the proposed paved areas, stormwater pipe and catch basin excavation into cultural resources will occur, endangering sensitive areas. (Travis and I added, preventing storm flows coming from Kite Field parking lot damaging the slopes which in turn creates more sediment for dredging.)
 4. In addition to the benefit gained as described above, income is gained from RV/Boat/Gear Storage rent and increased moorage by some of those and RV Park rent (Kite Field). Although these are not at the center of HMGP intent (mitigation to prevent future disaster) they do bring benefit. How to include that in the FEMA software is one of the items on my list this week.
- HMGP September 7, 2020 is the next submittal deadline to provide construction plans, Benefit-Cost Analysis and narratives for review and acceptance.
 - Matching amounts could be covered by Business Oregon if this grant is approved because it is a declared FEMA disaster repair.
 - Another source of funds could come from Oregon Emergency Management Mitigation Program and if approved could provide up to 100% of the FEMA disaster costs. These additional funds would help to complete all mitigation work.
 - There is a lot of engineering, planning, environmental impact reviews, permitting and other agency approvals left before all this work can happen.

DOCUMENTS

- Preliminary Construction Drawings, 21 pages

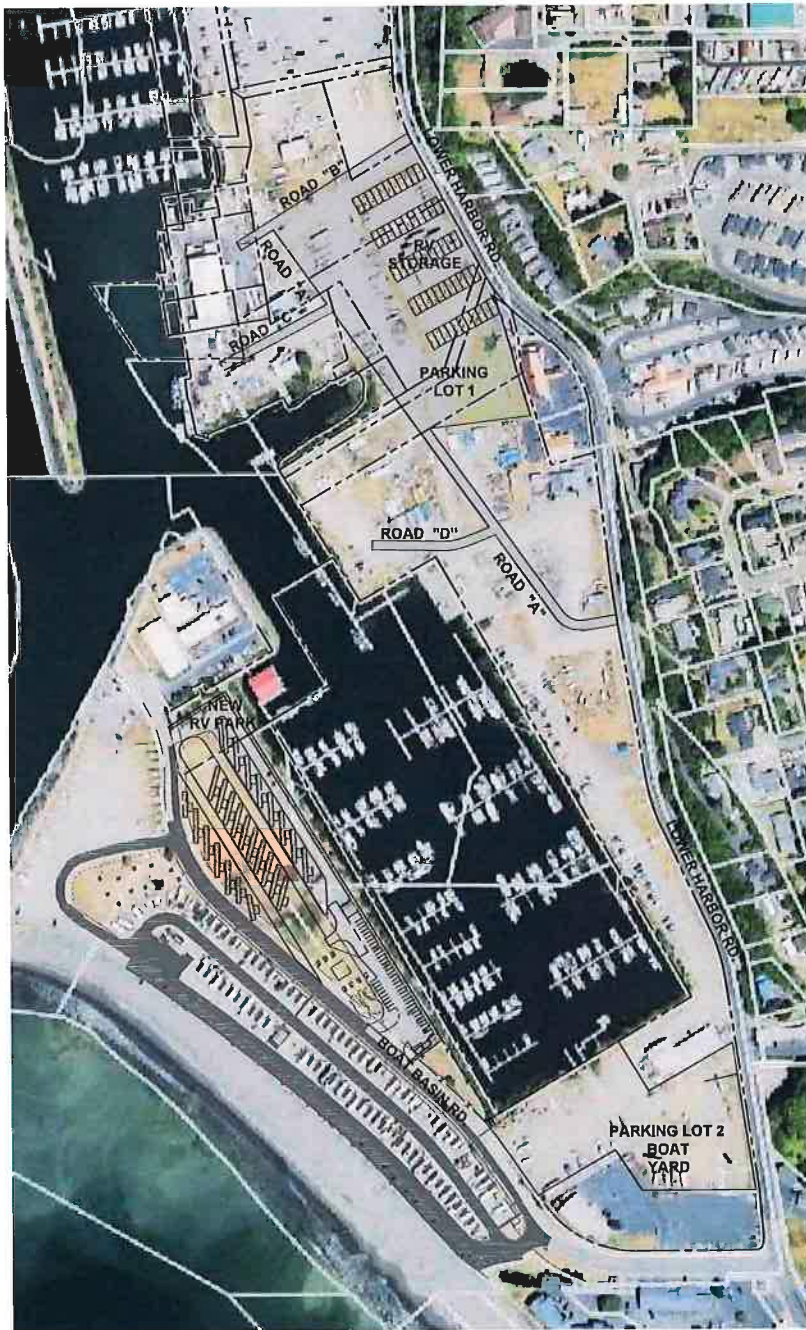
COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve completing the Hazard Mitigation Grant for FEMA DR-4452 and allow the Port Manager to sign grant documents to be submitted to Oregon Emergency Management.



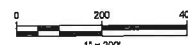
LOCATION MAP
NOT TO SCALE

PORT OF BROOKINGS HARBOR 2020 CIVIL IMPROVEMENTS



PROJECT OVERVIEW

SCALE: 1" = 200' (24 x 36) 1" = 400' (11 x 17)



OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 852-001-0010 THROUGH OAR 852-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 1-800-522-2404. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION.

NATURAL FEATURES

EXISTING NATURAL RESOURCES OR NATURAL HAZARDS ON THE SUBJECT PROPERTY, INCLUDING WETLANDS, STREAMS, RIPARIAN AREAS, FLOOD PLAINS, OR FLOODWAYS TO BE DETERMINED BY ENGINEER.

EXISTING TREE CANOPY

THERE ARE NO EXISTING TREES ON THE SUBJECT PROPERTY.

CULTURAL RESOURCES

LOCALLY, OR FEDERALLY DESIGNATED HISTORIC AND/OR CULTURAL RESOURCES ON THE SITE OR ON ADJACENT PARCELS TO BE DETERMINED BY ENGINEER.

PUBLIC SERVICES

PUBLIC UTILITY SERVICES, INCLUDING WATER, SEWER, STORM DRAINAGE, POWER, TELEPHONE, CABLE INTERNET, AND GAS ARE AVAILABLE TO THE SUBJECT PROPERTY.

UTILITY STATEMENT

EXISTING UNDERGROUND UTILITIES ILLUSTRATED IN THESE PLANS ARE APPROXIMATED BASED ON MAPS OBTAINED FROM CURRY COUNTY GIS ELEVATIONS ESTIMATES, OR HAVE BEEN LOCATED BY A UTILITY LOCATE COMPANY. LAYOUT INDICATED IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. ALL LINES WITHIN PROJECTED WORK ZONE SHALL BE FIELD VERIFIED AS REQUIRED PRIOR TO CONSTRUCTION.

PRELIM. GRADING NOTES

- DEQ 1200-C PERMIT IS REQUIRED.
- UNLESS DIRECTED OTHERWISE, REMOVE CLEARED AND GRUBBED MATERIAL FROM THE SITE AND DISPOSE AT AN APPROVED LOCATION.
- PRIOR TO THE START OF CONSTRUCTION, VERIFY GRADES AT SAWCUT LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
- MINIMIZE TRAFFIC ON SOIL AREAS DURING WET WEATHER. IF THE SITE SOILS ARE EXPOSED DURING WET WEATHER, THE USE OF CRUSHED ROCK PLACED AS ENGINEERED FILL IN THE BOTTOM OF THE EXCAVATIONS MAY BE NECESSARY TO PROTECT THE SUBGRADE. TAKE ALL PRECAUTIONS TO LIMIT SURFACE DISTURBANCE AND PROTECT THE SITE GRADING AREA FROM EROSION AND RUNOFF.
- UNLESS OTHERWISE NOTED, THE SAMPLING AND TESTING OF MATERIALS FOR USE ON THE JOBSITE SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TESTING OF MATERIALS AND WORKMANSHIP SHALL BE PERFORMED BY A CERTIFIED TESTER. RESULTS OF THE TESTS SHALL BE SENT DIRECTLY TO THE PROJECT ENGINEER AS WELL AS THE CONTRACTOR, BY THE LABORATORY. LOCATION AND FREQUENCY OF TESTS SHALL BE DESIGNATED BY THE GENERAL CONTRACTOR.
- ALL CUT AND FILL SLOPES SHALL BE MAXIMUM OF 2:1.

CIVIL DRAWING INDEX:

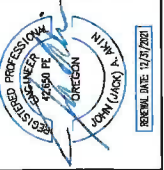
C1.0	COVER SHEET
C1.1	GENERAL NOTES
C1.2	EXISTING CONDITIONS
C1.3	ROAD SECTIONS
C2.0	EROSION AND SEDIMENT CONTROL NOTES
C2.1	EROSION AND SEDIMENT CONTROL PLAN
C2.2	EROSION AND SEDIMENT CONTROL DETAILS
C3.0	SOUTH RV PARK PLAN VIEW
C4.0	NORTH ROADS AND RV STORAGE / PARKING LOT PLAN VIEW
C4.A	RV STORAGE BUILDING ELEVATIONS
C4.B	RV STORAGE FRAMING PLAN
C4.C	RV STORAGE BUILDING PHOTOS
C4.1	ROAD "A" PLAN AND PROFILE
C4.2	ROAD "A" PLAN AND PROFILE
C4.3	ROAD "A" PLAN AND PROFILE
C4.4	ROAD "B" PLAN AND PROFILE
C4.5	ROAD "C" PLAN AND PROFILE
C4.6	ROAD "D" PLAN AND PROFILE
C5.0	PARKING LOT 2 PLAN VIEW
C5.0	PROJECT DETAILS
C6.1	PROJECT DETAILS



LEGEND:

	EXIST. FIRE HYDRANT		FIRE HYDRANT
	EXIST. WATER VALVE		WATER VALVE
	EXIST. BLOW OFF		WATER METER
	EXIST. WATER METER		BACKFLOW DEVICE
	EXIST. HOSE BIB		IRRIGATION WATER METER
	EXIST. AIR RELEASE VALVE		AIR RELEASE VALVE
	EXIST. STORM DRAIN MANHOLE		BLOWOFF DEVICE ASSEMBLY
	EXIST. CLEANOUT		FIRE DEPARTMENT CONNECTION
	EXIST. SANITARY SEWER MANHOLE		END PLUG
	EXIST. MAILBOX		TEE
	CURB RAMP		SANITARY SEWER CLEANOUT
	PARALLEL RAMP		SANITARY SEWER MANHOLE
	HANDICAP PARKING SYMBOL		STORM DRAIN CLEANOUT
	PARALLEL PARKING STRIPING		STORM DRAIN MANHOLE
	BICYCLE LANE SYMBOL		ATRIUM DRAIN / BUBBLER
	EXIST. SANITARY SEWER		CATCH BASIN INLET
	EXIST. STORM DRAIN		CURB INLET
	EXIST. WATER		STORM DRAIN CONTROL STRUCTURE
	EXIST. GAS		ELECTRIC BOX
	EXIST. ELECTRIC		ELECTRIC TRANSFORMER
	EXIST. OVERHEAD POWER		LIGHTS
	EXIST. TELEPHONE		CONTROL POINT
	EXIST. FIBER OPTIC		MONUMENT
	EXIST. CURB AND GUTTER		TRAFFIC SIGNAL LIGHT
	EXIST. CENTERLINE		SIGN (TRAFFIC, INFORMATION)
	EXIST. RIGHT OF WAY		BOLLARD
	EXIST. CONTOUR		BICYCLE PARKING SPACE
	PROPOSED CONTOUR		DECIDUOUS TREE
	EXIST. EDGE OF PAVEMENT		CONIFER TREE
	CHAIN LINK FENCE		NEW CONCRETE
	BARB WIRE FENCE		NEW GRAVEL PAVING
	SANITARY SEWER		NEW HMAC PAVING - STANDARD
	STORM DRAIN		NEW HMAC PAVING - HEAVY
	WATER		NEW LANDSCAPING
	GAS		NEW RIP RAP
	ELECTRIC		
	CURB AND GUTTER		
	PROPOSED RIGHT OF WAY		
	FLOW LINE		
	PROPERTY LINE		

Grants Pass • Jacksonville • Medford, OR
CUR Office 1807 Williams Hwy., Suite 204, Grants Pass, OR 97527
Phone Office 541-255-1111, Fax 541-255-1112, Email 541-255-1113
www.emcinc.com
- Engineers/Scientists, LLC is a BioScape Technologies Affiliate



PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
HMGP DR-4452
2020 IMPROVEMENTS

DRAWN BY: TAM
DATE: 09/01/20
JOB NO: 20-XXX

C1.0
PROJECT
DETAILS

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. CURRENT OREGON STRUCTURAL SPECIALTY CODE
 - 1.2. CURRENT OREGON PLUMBING SPECIALTY CODE
 - 1.3. CURRENT OREGON ELECTRICAL SPECIALTY CODE
 - 1.4. NATIONAL FIRE PROTECTION ASSOCIATION
 - 1.5. CURRENT CURRY COUNTY STANDARDS SPECIFICATIONS FOR PUBLIC WORKS INFRASTRUCTURE.
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 COUNTY SPECIFICATIONS.
3. ALL WORK PERTAINING TO THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE PROJECT ENGINEER AND/OR CITY ENGINEER. PRIOR TO ANY SITE WORK, THE CONTRACTOR SHALL CONTACT THE CITY AND 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 CITY 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 COUNTY RIGHT-OF-WAY REQUIRES AN ENCRoACHMENT PERMIT FROM THE LOCAL AUTHORITY.
15. APPROVED PERMANENT TRAFFIC CONTROL SIGNS AND MARKINGS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED PRIOR TO FINAL APPROVAL.
16. DURING PROJECT CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TEMPORARY CONSTRUCTION SIGNS, TRAFFIC CONTROL SIGNS, DELINEATORS AND TEMPORARY MARKINGS AS REQUIRED.
17. ACCESS BY EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
18. 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 FILLED WITH APPROVED MATERIAL. ALL TANKS OR HAZARDOUS MATERIALS SHALL BE DEALT WITH IN ACCORDANCE TO ALL LOCAL, STATE AND FEDERAL LAWS.
20. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY GRADES AT SAWCUT LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
21. CONTRACTOR IS RESPONSIBLE FOR ANY ASPHALT GRINDING, OVERLAY AND SLURRY SEAL. ALL SPECIFICATIONS SHALL COMPLY WITH ALL LOCAL AUTHORITY REQUIREMENTS.
22. CONSTRUCTION SHALL CONFORM TO THE 2018 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE OREGON CHAPTER OF APWA, AND THE CURRENT AMENDMENTS OF THE APPROVING AGENCY.
23. ALL CONCRETE SHALL BE 3300 PSI AT 28 DAYS UNLESS OTHERWISE SPECIFIED.
24. 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.
25. CONTRACTOR SHALL NOTIFY OREGON UTILITY NOTIFICATION CENTER AT 1-800-332-2344.
26. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE PRE-QUALIFIED WITH THE PORT OF BROOKINGS HARBOR PRIOR TO ANY CONSTRUCTION OF THIS PROJECT.
27. 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.
28. THE CONTRACTOR SHALL NOT PERFORM WORK WITHOUT AGENCY INSPECTIONS WHERE INSPECTIONS ARE REQUIRED BY THE SPECIFICATIONS.
29. 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.
30. REQUESTS BY THE CONTRACTOR FOR CHANGES TO THE PLANS MUST BE APPROVED BY THE CONSULTING ENGINEER BEFORE CHANGES ARE IMPLEMENTED.
31. WHEN PERFORMING EXCAVATIONS, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF ORS 757.542 TO 757.562, WHICH INCLUDE REQUIREMENTS THAT THE CONTRACTOR HAND-EXPOSE (POTHOLE) UNDERGROUND FACILITIES AND USE REASONABLE CARE TO AVOID DAMAGING THEM.
32. PLACEMENT OR STORAGE OF SPOILS FROM THE SEWER LINE TRENCHES IS NOT PERMITTED ON HARD SURFACE STREETS WITHIN PUBLIC RIGHT-OF-WAY. SPOILS STORED IN OTHER RIGHT-OF-WAY AREAS SHALL BE COVERED TO PREVENT EROSION.
33. FORMS OF ADEQUATE SIZE AND CONFIGURATION TO MEET CONCRETE THICKNESS REQUIREMENTS SHALL BE USED AROUND OUTSIDES OF OUTSIDE-DROP MANHOLES.
34. GRANULAR MATERIALS SHALL BE OBTAINED FROM A SOURCE APPROVED BY THE PORT OF BROOKINGS HARBOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE MATERIAL.

1. DEQ 1200-C PERMIT IS REQUIRED.
2. UNLESS DIRECTED OTHERWISE, REMOVE CLEARED AND GRUBBED MATERIAL FROM THE SITE AND DISPOSE AT AN APPROVED LOCATION.
3. PRIOR TO THE START OF CONSTRUCTION, VERIFY GRADES AT SAWCUT LOCATIONS AND MATCHING OF EXISTING GRADE LOCATIONS.
4. MINIMIZE TRAFFIC ON SOIL AREAS DURING WET WEATHER. IF THE SITE SOILS ARE EXPOSED DURING WET WEATHER, THE USE OF CRUSHED ROCK PLACED AS ENGINEERED FILL IN THE BOTTOM OF THE EXCAVATIONS MAY BE NECESSARY TO PROTECT THE SUBGRADE. TAKE ALL PRECAUTIONS TO LIMIT SURFACE DISTURBANCE AND PROTECT THE SITE GRADING AREA FROM EROSION AND RUNOFF.
5. UNLESS OTHERWISE NOTED, THE SAMPLING AND TESTING OF MATERIALS FOR USE ON THE JOBSITE SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ALL TESTING OF MATERIALS AND WORKMANSHIP SHALL BE PERFORMED BY A CERTIFIED TESTER. RESULTS OF THE TESTS SHALL BE SENT DIRECTLY TO THE PROJECT ENGINEER AS WELL AS THE CONTRACTOR, BY THE LABORATORY. LOCATION AND FREQUENCY OF TESTS SHALL BE DESIGNATED BY THE GENERAL CONTRACTOR.
6. ALL CUT AND FILL SLOPES SHALL BE MAXIMUM OF 3:1 FOR FILL AND MAXIMUM OF 2:1 FOR CUT.
7. USE OF CURRY COUNTY WATER SUPPLY FOR DUST CONTROL.

1. ALL STORM SEWER PIPE SHALL MEET THE OREGON STATE PLUMBING SPECIALTY CODE.
2. ALL PIPE SHALL BE PLACED ON STABLE GRADE, OR IF IN THE OPINION OF THE PROJECT ENGINEER THE EXISTING FOUNDATION IS UNSATISFACTORY, THEN IT SHALL BE EXCAVATED BELOW GRADE AND BACKFILLED WITH A GRAVEL MATERIAL TO SUPPORT THE PIPE.
3. THE BACKFILL SHALL BE PLACED EQUALLY ON BOTH SIDES OF THE PIPE IN LAYERS WITH A LOOSE AVERAGE DEPTH OF 6", MAXIMUM DEPTH 8"-9", THOROUGHLY TAMPING EACH LAYER. THESE COMPACTED LAYERS MUST EXTEND FOR ONE DIAMETER ON EACH SIDE OF THE PIPE OR TO THE SIDE OF THE TRENCH. MATERIALS TO COMPLETE THIS FILL OVER PIPE SHALL BE THE SAME AS DESCRIBED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL MANHOLE, INLET AND CATCH BASIN FRAMES AND GRATES TO GRADE JUST PRIOR TO PAVING.
5. UNLESS OTHERWISE NOTED, ALL STORM SEWER PIPE SHALL BE CORRUGATED POLYETHYLENE PIPE: THE MATERIAL SUPPLIED UNDER THIS SPECIFICATION SHALL BE HIGH-DENSITY CORRUGATED POLYETHYLENE SMOOTH INTERIOR PIPE AND SHALL BE MANUFACTURED IN CONFORMITY WITH THE LATEST AASHTO SPECIFICATIONS. COUPLERS SHALL COVER NOT LESS THAN ONE FULL CORRUGATION ON EACH ANNUAL SECTION OF PIPE.
6. CULVERT ENDS AT OUTFALLS SHALL BE BEVELED TO MATCH SIDE SLOPES. FIELD CUT OF CULVERT ENDS IS PERMITTED WHEN APPROVED BY THE ENGINEER OF RECORD OR HIS DESIGNATED REPRESENTATIVE. CULVERT OUTFALLS SHALL BE RIPRAPPED WITH A PAD MINIMUM OF 12" THICK, EXTENDING MINIMUM OF 8' FROM DISCHARGE POINT.
9. ALL STEEL PIPES, CULVERTS, TANKS AND OTHER STEEL PARTS OF ANY STORM DRAINAGE SYSTEM SHALL BE GALVANIZED OR HAVE A TREATMENT 1 ASPHALT COATING OR BETTER AS SPECIFIED IN THE ODOT STANDARD SPECIFICATIONS. ALUMINUM AND CONCRETE PIPES AND STRUCTURES DO NOT REQUIRE A TREATMENT 1 COATING.
10. STORM WATER RETENTION/DETENTION FACILITIES, STORM DRAINAGE PIPE AND CATCH BASINS SHALL BE FLUSHED AND CLEANED PRIOR TO CITY ACCEPTANCE.
11. ALL PIPES SHALL HAVE A MINIMUM OF 30" COVER AT THE TOP OF THE BELL, OR SHALL HAVE MINIMUM COVER PER THE MANUFACTURER'S SPECIFICATIONS, WHICHEVER IS GREATER.
12. CATCH BASIN STATIONS AND OFFSETS ARE MEASURED TO CENTER OF GRATE.
13. 100-FT MAX LINEAR RUN BETWEEN CLEANOUTS. 135" MAX AGGREGATE HORIZONTAL CHANGE IN DIRECTION WITHOUT CLEANOUT.

1. THE SANITARY SEWER SYSTEM IS TO BE OWNED AND MAINTAINED BY THE PORT OF BROOKINGS HARBOR
2. INSPECTION AND ACCEPTANCE IS TO BE THE RESPONSIBILITY OF THE PORT OF BROOKINGS HARBOR.
3. ALL WORK SHALL CONFORM TO THE LATEST VERSION OF THE APWA/ODOT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND CDB STANDARD SPECIFICATIONS AND DRAWINGS. CURRY COUNTY STANDARDS SHALL TAKE PRECEDENCE.
4. A PRECONSTRUCTION MEETING BETWEEN THE CONTRACTOR AND THE PORT OF BROOKINGS HARBOR IS REQUIRED PRIOR TO STARTING WORK.
5. CONTRACTOR SHALL NOTIFY CDB 48 HOURS IN ADVANCE OF CONSTRUCTION.
6. CONTRACTOR SHALL OBTAIN PRE-EXISTING STATUS AND BE COMPAR TO PERFORMING WORK ON SEWER TO BE OWNED AND MAINTAINED BY THE PORT OF BROOKINGS HARBOR, INCLUDING TAPS ON EXISTING SEWER MAINS.
7. CONFINED SPACE CERTIFICATION WILL BE VERIFIED PRIOR TO PERFORMING WORK ON THE PORT OF BROOKINGS HARBOR FACILITIES REQUIRING CONFINED SPACE ENTRY. PERSONAL PROTECTIVE EQUIPMENT INCLUDING BUT NOT LIMITED TO GAS DETECTION METERS, FALL PROTECTION AND A CONFINED SPACE RESCUE SYSTEM WILL BE REQUIRED.
8. CONTRACTOR IS RESPONSIBLE FOR THE TESTING OF SANITARY SEWER FACILITIES PER CDB SPECIFICATIONS. TESTING OF SEWER FACILITIES IS SUBJECT TO THE PORT OF BROOKINGS HARBOR ACCEPTANCE.
9. CONTRACTOR IS RESPONSIBLE FOR THE MANAGEMENT OF EXISTING SEWER FLOWS DURING CONSTRUCTION. UPON REQUEST, A SEWER BYPASS PLAN MUST BE SUBMITTED TO THE PORT OF BROOKINGS HARBOR FOR APPROVAL PRIOR TO BYPASSING OR BLOCKING EXISTING SEWER.
10. SANITARY SEWER WORK SHALL MEET THE OREGON STATE PLUMBING SPECIALTY CODE.
11. EXISTING SEWER LATERALS SHALL BE EXCAVATED AND UTILIZATION OF SUCH LATERALS IS SUBJECT TO COMPLETION OF TV INSPECTION, DYE TEST, AND APPROVAL OF LOCAL AUTHORITIES. ABANDON EXISTING LATERALS NOT UTILIZED PER LOCAL AUTHORITY STANDARDS.
12. 100-FT MAX LINE RUN BETWEEN CLEANOUTS. 135' MAX AGGREGATE HORIZONTAL CHANGE IN DIRECTION WITHOUT CLEANOUT.

- ALL WATER WORKS SHALL BE DONE IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE PORT OF BROOKINGS HARBOR STANDARDS SPECIFICATIONS.
- SERVICE CONNECTIONS ARE TO BE INSTALLED FOR EACH PARCEL PER CURRY COUNTY STANDARDS.
- COVER OVER EXISTING MAINS SHALL NOT BE CHANGED WITHOUT WRITTEN AUTHORIZATION OF THE PORT OF BROOKINGS HARBOR.
- NEW MAINS ARE TO BE PRESSURE TESTED, DISINFECTED AND PROTECTED TO BE BACTERIOLOGICALLY SAFE PRIOR TO PLACING NEW MAINS IN SERVICE BY THE PORT OF BROOKINGS HARBOR. PRESSURE TESTING SHALL NOT BE DONE UNTIL ALL EXCAVATION AND BACKFILL UP TO SUBGRADE HAS BEEN ESTABLISHED.
- INITIAL BACKFILL TO TOP OF WATER MAINS AND FIRE HYDRANTS RUNS SHALL BE COMPACTED IN ACCORDANCE WITH CURRY COUNTY STANDARD SPECIFICATION FOR TRENCH EXCAVATION AND BACKFILL. OR BACKFILL MATERIAL AND COMPACTION SHALL MEET THE REQUIREMENTS OF THE CONTROLLING AGENCY.
- WATER MAINS AND FIRE HYDRANTS ARE TO BE INSTALLED WITH REFERENCE ALIGNMENT AND GRADE STATUS AND ONLY UPON NOTIFICATION OF CURRY COUNTY INSPECTOR.
- WATER MAINS ARE TO BE INSTALLED AFTER SEWERS.
- FIRE HYDRANT RUNS ARE TO BE INSTALLED BEFORE CURBS AND GUTTERS. IN THE EVENT A WATER MAIN IS INSTALLED LARGER THAN EIGHT (8) INCHES OR IF THE MAIN HAS MORE THAN THREE (3) FEET OF COVER, THE CONTRACTOR WILL BE REQUIRED TO INSTALL AN OFFSET SIMILAR TO STANDARD DETAIL 4.3 TO PERMIT THE USE OF STANDARD 3-6 SIX INCH CURB AND GUTTER.
- SERVICE RUNS SHALL BE INSTALLED PRIOR TO CURB AND GUTTER AND AFTER PUBLIC UTILITY EASEMENTS ARE GRADED TO CURB LEVELS.
- APPROVED PLANS AND SPECIFICATION SHALL BE AVAILABLE AT SITE OF THE CONSTRUCTION AT ALL TIMES DURING CONSTRUCTION OF WATER FACILITIES.
- SEPARATION OF WATER MAIN, INCLUDING SERVICE LINES AND SANITARY SEWER, SHALL BE IN ACCORDANCE WITH CURRENT OREGON STATE HEALTH DIVISION RULES THE STANDARDS EXCEPT IN ALL CASES RUNNING PARALLEL TO EACH OTHER, THERE SHALL BE A 10 FOOT SEPARATION CENTER LINE TO CENTER LINE. FOR CURRY COUNTY STANDARDS (STANDARD DETAILS NO 4.39).
- NO ABOVE-GROUND APPURTENANCES OR PHYSICAL STRUCTURES OF ANY KIND SHALL BE WITHIN FIVE (5) FEET (HORIZONTALLY) OF ANY WATER FACILITY WHETHER THAT WATER FACILITY IS ABOVE OR BELOW GROUND. THIS DISTANCE SHALL BE TEN (10) FEET (HORIZONTALLY) WHEN WATER AND SANITARY SEWER FACILITIES ARE CONCEALED.
- NO BELOW-GROUND UTILITY LINES OR OTHER SERVICE OF ANY KIND SHALL BE WITHIN FIVE (5) FEET (HORIZONTALLY) OF ANY WATER FACILITY WHEN NOT RUNNING PARALLEL TO THE WATER FACILITY.
- NO BELOW-GROUND UTILITY LINES OR OTHER SERVICE OF ANY KIND SHALL BE WITHIN SIX (6) INCHES (VERTICALLY) OF ANY WATER FACILITY WHEN RUNNING APPROXIMATELY PERPENDICULAR TO THE WATER FACILITY. THIS DISTANCE SHALL BE EIGHTEEN (18) INCHES (VERTICALLY) WHEN WATER AND SANITARY SEWER FACILITIES ARE CONCEALED.
- BLASTING OR EXPLOSIVE WORK WILL NOT BE ALLOWED WITHIN 30 FEET OF EXISTING WATER FACILITIES AND ONLY THEN USING PROPER INDUSTRY STANDARDS AND THROUGH A PERMIT PROCESS WITH THE FIRE DEPARTMENT OR OTHER AGENCY JURISDICTION.
- CURRY COUNTY REQUIRE "POLY PIGS" TO BE USED ON ALL NEWLY LAID WATER LINES.
- ALL DRY TAP WATER SERVICES AND AIR RELEASE VALVES SHALL BE INSTALLED BY A CURRY COUNTY PRE-QUALIFIED INSTALLER.
- ONLY STATE OF OREGON-APPROVED BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED.

ALL WORK SHALL BE IN CONFORMANCE WITH ALL FEDERAL, STATE, AND CITY 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, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

OREGON STANDARD DRAWINGS (OSD)

CURRY COUNTY ADOPTED STANDARD DETAILS AND SPECIFICATIONS

OPSC: OREGON PLUMBING SPECIALTY CODE, LATEST EDITION

OFCC: OREGON FIRE CODE, LATEST EDITION

NFPA: NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE, LATEST EDITION

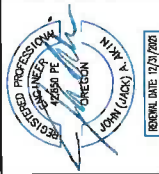
1. ALL STRIPING AND SIGNAGE SHALL BE PER MUTCD STANDARDS OR AS DIRECTED BY THE LOCAL AUTHORITY.
2. ALL STRIPING AND MARKINS INSIDE PUBLIC RIGHT OF WAY SHALL BE PER LOCAL AUTHORITY STANDARDS.
3. ALL STRIPING SHALL MEET ADA REQUIREMENTS.

1. ALL ADA ACCESSIBLE FACILITIES SHALL BE INSTALLED PER THE CURRENT ADA REQUIREMENTS AND PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. (PROWAG)
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THAT THE ACCESSIBLE PATH OF TRAVEL COMPLIES WITH AMERICAN DISABILITIES ACT AND ALL LOCAL CODES.
3. THE ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLANS IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY "ABRUST" LEVEL CHANGES EXCEEDING 1/4" BEVELED AT 1:1 MAX SLOPE, OR VERTICAL CHANGES NOT EXCEEDING 1/4" MAX AND AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM, AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE NOTED.

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

Grants Pass • Jacksonville • Medford, OR
 2700 Office Bldg 100 William Hwy., Suite 264, Grants Pass, OR 97527
 2700 Office Bldg 400 Commercial Dr., Jacksonville, OR 97530
 PH: 541-473-9444, Ext. 1 • Fax: 541-777-5488
smc@enrnetdirect.net www.bioscopedirect.com
<http://www.bioscopedirect.com>
Engineers/Scientists, LLC (a BioScope Technologies Affiliate)

-Engineers/Scientists, LLC (a BioScape Technologies Affiliate)

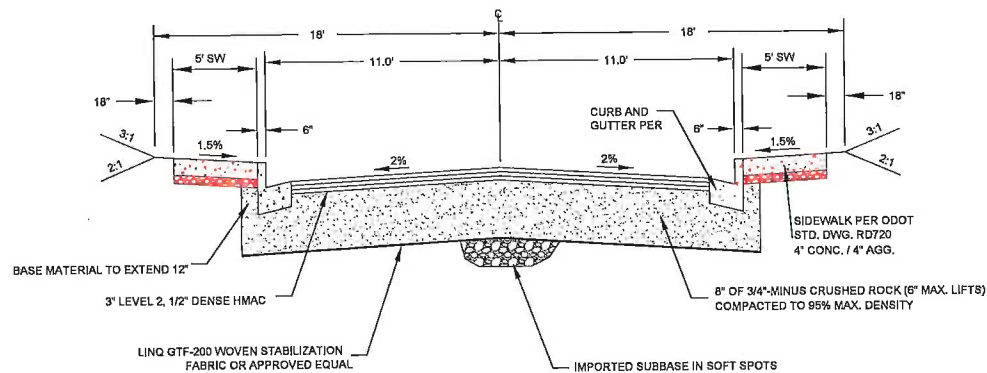


PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
HMGP DR-4452
2020 IMPROVEMENTS

DRAWN BY: TAM
DATE: 09/01/20
JOB NO: 20-XX

C1.1

GENERAL NOTES



STREET SECTION

SCALE: NTS THE PORT OF BROOKINGS HARBOR STREET STANDARDS

NOTES

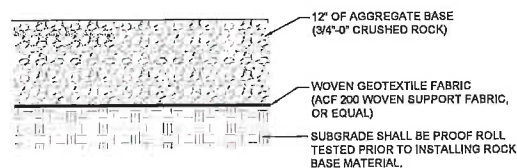
1. AGGREGATE BASE AND SUBBASE SHALL BE INSTALLED IN MAXIMUM 6" LIFTS AND MECHANICALLY COMPACTED TO MINIMUM 98% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH THE AASHTO T-99 METHOD.
2. JUST PRIOR TO PAVING, THE AGGREGATE BASE SHALL BE PROOF ROLLED. AGGREGATES THAT DO NOT PASS PROOF ROLL TESTING SHALL BE REMOVED, 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 ACCOMPLISHED DURING THE DRY SEASON.
5. PAVEMENTS SUBJECT TO CONSTRUCTION TRAFFIC MAY REQUIRE REPAIR.

GENERAL NOTES

1. MAXIMUM CUT AND FILL SLOPES SHALL BE MAXIMUM OF 3:1 FOR FILL AND MAXIMUM OF 2:1 FOR CUT.
2. PUE GRADE AS SHOWN. EMBANKMENT, WHERE REQUIRED, SHALL BE CONSTRUCTED FROM SELECT NATIVE SOILS.
3. IMPORTED SUBBASE (WHERE APPLICABLE) TO BE 4'-0" CRUSHED ROCK.

CONCRETE NOTES

1. PROVIDE A MINIMUM 8' TRANSITION SECTION WHEN JOINING CURBS OF DIFFERENT CROSS SECTIONS.
2. CONCRETE SHALL NOT BE PLACED UNTIL FORMS HAVE BEEN INSPECTED AND APPROVED.
3. CONCRETE SHALL BE COMMERCIAL GRADE RETAINING THE FOLLOWING CHARACTERISTICS: ENTRAINED AIR - 4.0% TO 7.0%; SLUMP - 5 INCHES OR LESS; COMPRESSIVE STRENGTH - MINIMUM 3,000 PSI AT 28 DAYS; TEMPERATURE - MINIMUM 50°F TO MAXIMUM 90°F.
4. ALL CONCRETE STRUCTURES REINFORCED WITH REBAR SHALL BE VIBRATED TO REMOVE VOIDS.
5. SURFACE SHALL HAVE A FINISHED TEXTURE THAT WILL NOT BE SLICK WHEN WET (MEDIUM BROOM FINISH). CURING COMPOUND MAY BE APPLIED IMMEDIATELY AFTER CONCRETE IS FINISHED. WHITE PIGMENT RECOMMENDED, CLEAR ACCEPTABLE.
6. AN EDGING TOOL SHALL BE USED ON ALL EDGES AND JOINTS.
7. PROVIDE CONTRACTION JOINTS AT 15' INTERVALS AND "DUMMY" TOOLED JOINTS AT 5' INTERVALS ON CURBS, SIDEWALKS AND APPROACHES. CONTRACTION JOINT GROOVES SHALL BE AT MINIMUM, 1 1/2" DEEP OR ONE-THIRD THE THICKNESS OF THE CONCRETE.
8. PROVIDE EXPANSION JOINTS OPPOSITE ABUTTING EXPANSION JOINTS IN ABUTTING CONCRETE, AT EACH POINT OF TANGENCY IN THE STRUCTURE ALIGNMENT, BETWEEN DRIVEWAYS AND CONCRETE PAVEMENT, AROUND POLES, POSTS, BOXES AND OTHER FIXTURES WHICH PROTRUDE THROUGH OR AGAINST THE STRUCTURES, AT ALL BCR'S AND ECR'S, AT MAXIMUM OF 100' INTERVALS. EXPANSION JOINT MATERIAL SHALL BE OF THE BITUMINOUS, PREFORMED FILLER TYPE NOT LESS THAN 1/2" WIDE, PLACED FLUSH OR NO MORE THAN 1/8" BELOW THE CONCRETE SURFACE.
9. STRAIGHT LINE EDGES SHALL NOT VARY MORE THAN 1/4" UNDER A TWELVE-FOOT STRAIGHT EDGE.
10. CURE AND PROTECT CONCRETE AFTER PLACING AND FINISHING. KEEP STRUCTURES FREE FROM CONTACT, STRAIN AND PUBLIC TRAFFIC FOR AT LEAST SEVEN DAYS OR LONGER AS DIRECTED. MIXES TO EXPEDITE CURING MAY BE USED WITH APPROVAL OF CITY ENGINEER.
11. CONCRETE SHALL BE REMOVED TO THE NEAREST CONTRACTION JOINT, COLD JOINT OR CRACK WITHIN 4' OF THE REPLACEMENT AREA. CONCRETE SHALL BE SAW CUT WITH A SMOOTH, UNIFORM JOINT PROVIDED.
12. EXISTING A/C SHALL BE REMOVED/REPLACED ALONG ENTIRE CURB SECTION TO A MINIMUM 18" WIDTH UNLESS APPROVED BY ENGINEER OF RECORD.

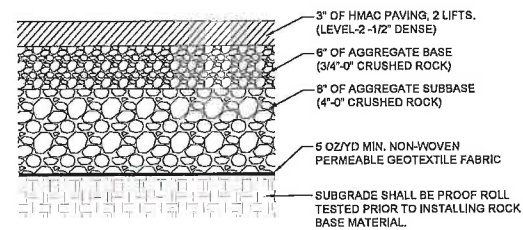


NOTES

1. AGGREGATE BASE AND SUBBASE SHALL BE INSTALLED IN MAXIMUM 6" 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 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.

EMERGENCY VEHICLE GRAVEL SECTION

SCALE: NTS

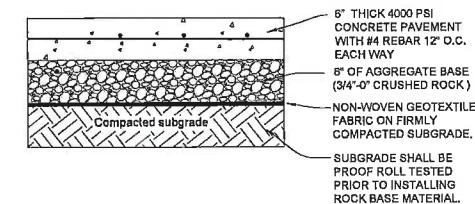


NOTES

1. AGGREGATE BASE AND SUBBASE SHALL BE INSTALLED IN MAXIMUM 6" LIFTS AND MECHANICALLY COMPACTED TO MINIMUM 95% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH THE AASHTO T-99 METHOD.
2. JUST PRIOR TO PAVING, 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 ACCOMPLISHED DURING THE DRY SEASON.
5. PAVEMENTS SUBJECT TO CONSTRUCTION TRAFFIC MAY REQUIRE REPAIR.

ASPHALT SECTION - DRIVE AISLES

SCALE: NTS



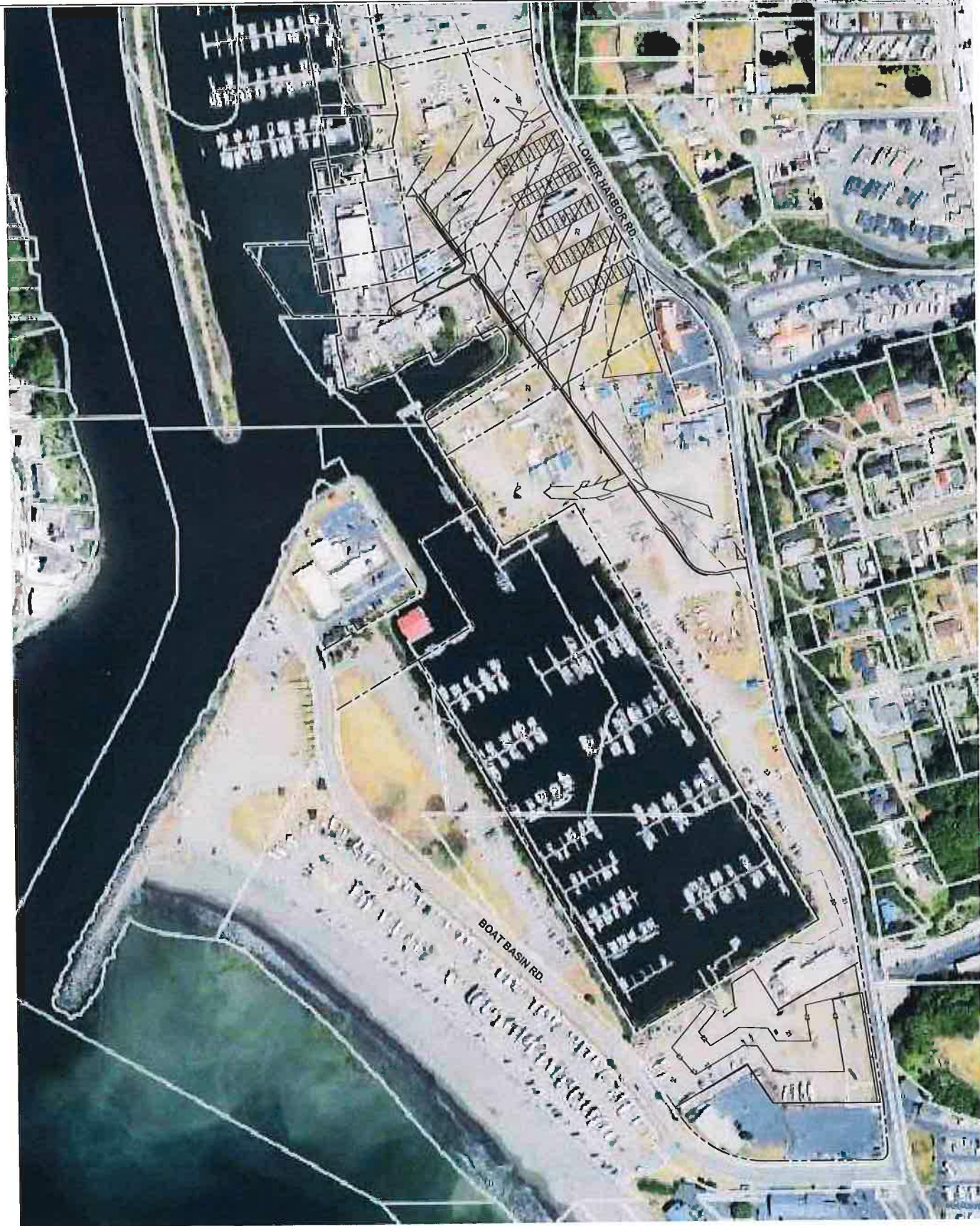
NOTES

1. 3/4'-0" AGGREGATE BASE SHALL BE INSTALLED IN MAXIMUM 6" LIFTS AND MECHANICALLY COMPACTED TO MINIMUM 95% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH THE AASHTO T-99 METHOD A.
2. 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, INSTALL ADDITIONAL CRUSHED ROCK PER ENGINEERS RECOMMENDATIONS.

REINFORCED CONCRETE SECTION

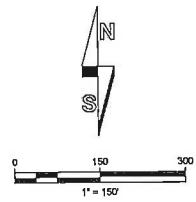
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PLAN VIEW - PROJECT OVERVIEW

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)



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 ADD NAME LAND SURVEYING AT THE BELOW ADDRESS.

SURVEY DATA:
HORIZONTAL: OREGON STATE PLANE, SOUTH ZONE 3602
VERTICAL: NAVD83, VIA RTK GPS
INITIAL FIELD SURVEY COMPLETED ON ADD DATE.

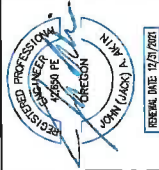
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CLIENT
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DEMO LEGEND

RED BOLD ELEMENTS - TO BE REMOVED

Grants Pass • Jacksonville • Medford • OR
Jesse L. Smith, P.E., License No. 104, 2022
Jesse L. Smith & Associates, Inc., 1040 N. 1st St., Medford, OR 97504
Ph: 541-755-9424, Fax: 541-755-9425
www.jesse-smith.com
jess@jesse-smith.com
- Engineers/Scientists, LLC (a BioSage Technologies Affiliate)



PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
HMGP DR-4452
2020 IMPROVEMENTS

DRAWN BY: TAM
DATE: 09/01/20
JOB NO: 20-XXX

C1.3
EXISTING
CONDITIONS
& SITE DEMO

ESCP STANDARD NOTES:

- 1) HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE ENGINEER TO DISCUSS EROSION AND SEDIMENT CONTROL MEASURES AND CONSTRUCTION LIMITS. (SCHEDULE A.8.C.I.(3))
- 2) ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SCHEDULE A.12.B AND SCHEDULE B.1)
- 3) INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SCHEDULE B.1.C AND B.2)
- 4) RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. DURING INACTIVE PERIODS OF GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS, THE ABOVE RECORDS MUST BE RETAINED BY THE PERMIT REGISTRANT BUT DO NOT NEED TO BE AT THE CONSTRUCTION SITE. (SCHEDULE B.2.C)
- 5) ALL PERMIT REGISTRANTS MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SCHEDULE A.8.A)
- 6) THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SCHEDULE A.12.C.I)
- 7) SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SCHEDULE A.12.C.IV. AND V)
- 8) PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SCHEDULE A.7.A.III)
- 9) IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SCHEDULE A.8.C.I.(1) AND (2))
- 10) PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SCHEDULE A.7.A.V)
- 11) MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FEET OF WATERS OF THE STATE. (SCHEDULE A.7.B.I.AND (2)(A)(B))
- 12) INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SCHEDULE A.8.C.I.(5))
- 13) CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SCHEDULE A.7.C)
- 14) CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SCHEDULE A.7.D.I)
- 15) ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SCHEDULE A.8.C.I.(8))
- 16) APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATIONS MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SCHEDULE A.8.C.II.(3))
- 17) ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SCHEDULE A.8.C.I.(7))
- 18) PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPS SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPS MUST BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES. (SCHEDULE A.7.D.II AND A.8.C.I.(4))
- 19) WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SCHEDULE A.7.D.II.(5))
- 20) CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SCHEDULE A.8)
- 21) USE BMPS TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SCHEDULE A.7.E.I.(2))
- 22) IMPLEMENT THE FOLLOWING BMPS WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SCHEDULE A.7.E.II.)
- 23) USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SCHEDULE A.7.A.IV)
- 24) THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SCHEDULE A.9.B.III)
- 25) IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM, OBTAIN PLAN APPROVAL BEFORE OPERATING THE TREATMENT SYSTEM, OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SCHEDULE A.9.D)
- 26) TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS. IF NEEDED, THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SCHEDULE A.7.B)
- 27) AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPS MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SCHEDULE A.7.E.II.(2))
- 28) CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND BARE GROUND ACTIVITIES DURING WET WEATHER. (SCHEDULE A.7.A.I)
- 29) SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SCHEDULE A.9.C.I)
- 30) OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SCHEDULE A.9.C.I)
- 31) CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SCHEDULE A.9.C.III & IV)
- 32) WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DIVISION OF STATE LANDS REQUIRED TIMEFRAME. (SCHEDULE A.9.B.I)
- 33) THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SCHEDULE A.8.B.II)
- 34) THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER, TEMPORARY SEEDING, OR OTHER METHOD SHOULD ALL CONSTRUCTION ACTIVITIES CEASE FOR 30 DAYS OR MORE. (SCHEDULE A.7.F.I)
- 35) PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SCHEDULE A.7.F.II)
- 36) DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS. (SCHEDULE A.8.C.III (1) AND D.3.C.II AND III)

WET WEATHER CONSTRUCTION

THE SITE SOILS ARE CONSIDERED VERY MOISTURE SENSITIVE AND, AS SUCH, ARE SUSCEPTIBLE TO DISTURBANCE BY CONSTRUCTION EQUIPMENT, PARTICULARLY DURING PERIODS OF WET WEATHER. DURING WET WEATHER, THE CONTRACTOR SHALL MINIMIZE TRAFFIC ON PREPARED SOIL. SUBGRADE AREAS, IF THE SITE SOILS ARE EXPOSED DURING WET WEATHER, THE USE OF CRUSHED ROCK PLACED AS ENGINEERED FILL IN THE BOTTOM OF THE EXCAVATIONS MAY BE NECESSARY TO PROTECT THE SUBGRADE. THE GRADING CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO LIMIT SURFACE DISTURBANCE AND PROTECT THE SITE GRADING AREA FROM EXCESSIVE RUNOFF EROSION.

INSPECTION FREQUENCY	
SITE CONDITION	MINIMUM FREQUENCY
1. ACTIVE PERIOD	DAILY WHEN STORMWATER RUNOFF, INCLUDING RUNOFF FROM SNOWMELT, IS OCCURRING. AT LEAST ONCE EVERY TWO WEEKS, REGARDLESS OF WHETHER OR NOT RUNOFF IS OCCURRING.
2. PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY	ONCE TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING ORDER, ANY NECESSARY MAINTENANCE AND REPAIR MUST BE MADE PRIOR TO LEAVING THE SITE.
3. INACTIVE PERIODS GREATER THAN FOURTEEN (14) CALENDAR DAYS.	ONCE EVERY MONTH.
4. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.	IF PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION.
5. PERIODS DURING WHICH DISCHARGE IS UNLIKELY DUE TO FROZEN CONDITIONS.	MONTHLY. RESUME MONITORING IMMEDIATELY UPON MELT, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

IMPLEMENTATION OF CONTROL MEASURES:

- A. ALL PERMIT REGISTRANTS MUST IMPLEMENT THE ESCP (PARAGRAPH A.12). FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT.
- B. ALL PERMIT REGISTRANTS MUST PREVENT THE DISCHARGE OF SIGNIFICANT AMOUNTS OF SEDIMENT TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. THE FOLLOWING CONDITIONS INDICATE THAT A SIGNIFICANT AMOUNT OF SEDIMENT HAS LEFT OR IS LIKELY TO LEAVE THE SITE:
- I. BEFORE CONSTRUCTION.
- (1) EARTH SLIDES OR MUD FLOWS;
- II. CONCENTRATED FLOWS OF STORMWATER SUCH AS RILLS, RIVULETS OR CHANNELS THAT CAUSE EROSION WHEN SUCH FLOWS ARE NOT FILTERED, SETTLED OR OTHERWISE TREATED TO REMOVE SEDIMENT;
- III. SEDIMENT LADEN OR TURBID FLOWS OF STORMWATER THAT ARE NOT FILTERED OR SETTLED TO REMOVE SEDIMENTS AND TURBIDITY;
- IV. DEPOSITS OF SEDIMENT AT THE CONSTRUCTION SITE IN AREAS THAT DRAIN TO UNPROTECTED STORMWATER INLETS OR TO CATCH BASINS THAT DISCHARGE TO SURFACE WATERS, INLETS AND CATCH BASINS WITH FAILING SEDIMENT CONTROLS DUE TO LACK OF MAINTENANCE OR INADEQUATE DESIGN ARE CONSIDERED UNPROTECTED;
- V. DEPOSITS OF SEDIMENT FROM THE CONSTRUCTION SITE ON ANY PROPERTY (INCLUDING PUBLIC AND PRIVATE STREETS) OUTSIDE OF THE CONSTRUCTION ACTIVITY COVERED BY THIS PERMIT.
- C. THE PERMIT REGISTRANT MUST ENSURE THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP ARE IMPLEMENTED ACCORDING TO THE FOLLOWING SEQUENCE:
- I. BEFORE CONSTRUCTION.
- (1) IDENTIFY, MARK, AND PROTECT (WITH CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES AND VEGETATION AREAS TO BE PRESERVED.
- (2) IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (FOR EXAMPLE, WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS.
- (3) HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE ENGINEER REQUIRED BY CONDITION A.12.B.III TO DISCUSS EROSION AND SEDIMENT CONTROL MEASURES AND CONSTRUCTION LIMITS.
- (4) STABILIZE SITE ENTRANCES AND ACCESS ROADS INCLUDING, BUT NOT LIMITED TO CONSTRUCTION ENTRANCES, ROADWAYS AND EQUIPMENT PARKING AREAS (FOR EXAMPLE, USING GEOTEXTILE FABRIC UNDERLAY).
- (5) INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS.
- (6) ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK.
- (7) ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS.
- (8) STABILIZE STREAM BANKS AND CONSTRUCT THE PRIMARY RUNOFF CONTROL MEASURES TO PROTECT AREAS FROM CONCENTRATED FLOWS.
- II. DURING CONSTRUCTION.
- (1) LAND CLEARING, GRADING AND ROADWAYS.
- (A) BEGIN LAND CLEARING, EXCAVATION, TRENCHING, CUTTING OR GRADING ONLY AFTER INSTALLING APPLICABLE SEDIMENT AND RUNOFF CONTROL MEASURES.
- (B) PROVIDE APPROPRIATE EROSION AND SEDIMENT CONTROL BMPS FOR ALL ROADWAYS INCLUDING GRAVEL ROADWAYS.
- (C) INSTALL ADDITIONAL CONTROL MEASURES AS WORK PROGRESSES AS NEEDED.
- (D) PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION.
- (2) SURFACE STABILIZATION.
- APPLY TEMPORARY OR PERMANENT SOIL STABILIZATION MEASURES (FOR EXAMPLE, TEMPORARY AND PERMANENT SEEDING, OR MULCHING) IMMEDIATELY ON ALL DISTURBED AREAS AS WORK IS COMPLETED. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED IMMEDIATELY WHENEVER ANY EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE.
- (3) CONSTRUCTION AND PAVING.
- KEEP EROSION AND SEDIMENT CONTROL MEASURES IN PLACE FOR THE DURATION OF CONSTRUCTION, INCLUDING PROTECTION FOR ACTIVE STORM DRAIN INLETS AND APPROPRIATE NON-STORMWATER POLLUTION CONTROLS.
- III. FINAL STABILIZATION AND LANDSCAPING.
- (1) PROVIDE PERMANENT EROSION PREVENTION MEASURES ON ALL EXPOSED AREAS.
- (2) REMOVE AND PROPERLY DISPOSE OF CONSTRUCTION MATERIALS AND WASTE, INCLUDING SEDIMENT RETAINED BY TEMPORARY BMPS.
- (3) REMOVE ALL TEMPORARY CONTROL MEASURES AS AREAS ARE STABILIZED, UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS.

ESCP RESPONSIBILITY

IT IS THE INTENT OF THIS TEMPORARY EROSION AND SEDIMENT CONTROL PLAN THAT STORM WATER RUNOFF BE CONTROLLED AT ALL TIMES TO PREVENT SOIL EROSION AND TO MAINTAIN WATER QUALITY. ANY AND ALL MEASURES NECESSARY TO DO SO SHALL BE EMPLOYED BY THE CONTRACTOR.

1. REGARDLESS OF SITE, WEATHER, SOIL OR OTHER CONDITIONS, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ENSURING THAT EROSION DOES NOT OCCUR ON THE SITE AND THAT POLLUTED OR SILT-LADEN RUNOFF DOES NOT LEAVE THE SITE OR ENTER INTO ANY CREEK, STREAM, WETLAND OR WATER BODY ON THE SITE.
2. BEYOND THE MINIMUM REQUIREMENTS SHOWN ON THIS PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND IMPLEMENTING APPROPRIATE METHODS, "BEST MANAGEMENT PRACTICES" (BMPS), FOR STORM WATER TREATMENT AND CONTROL THAT MEET THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTION.
3. THE CONTRACTOR SHALL REPORT ALL WATER QUALITY CONCERNS AND ACTIVITIES TO THE PROJECT ENGINEER. IN THE EVENT THAT THE INSTALLED WATER QUALITY CONTROL MEASURES ARE INEFFECTIVE AT CONTROLLING EROSION AND SEDIMENT, THE CONTRACTOR SHALL IMMEDIATELY REPORT TO AND CONSULT WITH THE PROJECT ENGINEER TO FIND AN APPROPRIATE REMEDY. ALL CONSTRUCTION ACTIVITIES, WITH THE EXCEPTION OF EROSION AND SEDIMENT CONTROL MEASURES, SHALL CEASE UNTIL SUCH TIME AS THE WATER QUALITY IS BROUGHT UNDER CONTROL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING WEATHER FORECASTS AND ANTICIPATING STORM ACTIVITY AND SHALL SCHEDULE ALL PROJECT ACTIVITIES IN ANTICIPATION OF THE WEATHER.
5. ALL SUPPLIES AND MATERIALS NECESSARY FOR IMPLEMENTING BMPS SHALL BE STORED ON SITE AND SHALL BE IMMEDIATELY AVAILABLE FOR USE. SUCH SUPPLIES AND MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO, STRAW BALES OR OTHER MULCHING MATERIAL, SILT FENCING AND STAKES, FILTER FABRIC, ETC.
6. DURING AND AFTER RUNOFF PRODUCING STORM EVENTS, CONTRACTOR SHALL MONITOR ALL EROSION CONTROL MEASURES AND SHALL PRIORITIZE IMPLEMENTATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES ABOVE ALL OTHERS.

ENGINEER

EMC - ENGINEERING/SCIENTISTS, LLC
450 CONESTOGA CIRCLE
JACKSONVILLE, OREGON
541-281-9929

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS

UNPAVED PARKING LOTS, OUTSIDE STORAGE, RECREATIONAL FIELD, BOAT YARD

DEVELOPED CONDITIONS

PAVED PARKING LOTS, STORM WATER SEWER SYSTEM, UTILITIES, RECREATIONAL VEHICLE USE, PAVED BOAT YARD

RECEIVING WATER BODIES

PORT BASIN THEM PACIFIC OCEAN/CHETCO MOUTH & ESTUARY



INSPECTION FREQUENCY:

- * HOLD A PRE-CON MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE EC ENGINEER.
- * ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200 C PERMIT REQUIREMENTS.
- * INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200 C PERMIT REQUIREMENTS.
- * CHANGES TO THE APPROVED ESC PLAN MUST BE SUBMITTED TO DEQ IN THE FORM OF AN ACTION PLAN.

RATIONAL STATEMENT

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S 1200-C PERMIT APPLICATION AND ESCP GUIDANCE DOCUMENT HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMPS WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS, TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS. AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESCP, AN ACTION PLAN WILL BE SUBMITTED.

STOCKPILE SOILS

TEMPORARY STOCKPILE LOCATIONS MAY BE ADJUSTED BY CONTRACTOR IN FIELD. CARE SHOULD BE TAKEN TO AVOID UNINTENTIONAL DRAINAGE IMPOUND OR DIVERSION. TOPSOIL STRIPPINGS MAY BE INCORPORATED INTO EROSION CONTROL DIVERSION BERMS.

STOCKPILES SHALL NOT BE PLACED WITHIN PROTECTED AREAS, SCREEN BUFFERS, EXISTING DRAINAGE WAYS, UTILITIES EASEMENT, OR RIGHT-OF-WAYS. STOCKPILE MANAGEMENT SHALL COMPLY WITH THE ESC PLAN. ON-SITE TEMPORARY STOCKPILES SHALL BE REMOVED PRIOR TO FINALIZING CONSTRUCTION.

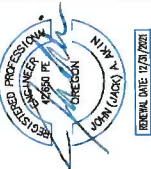
CONSTRUCTION ACTIVITY / ESTIMATED TIME

CLEARING:	TO BE DETERMINED
GRADING:	TO BE DETERMINED
UTILITY INSTALL :	TO BE DETERMINED
STREET CONSTRUCTION:	TO BE DETERMINED
FINAL STABILIZATION:	TO BE DETERMINED

SHEET INDEX

GENERAL NOTES	C2.0
EROSION AND SEDIMENT CONTROL PLAN	C2.1
EROSION AND SEDIMENT CONTROL DETAILS	C2.2

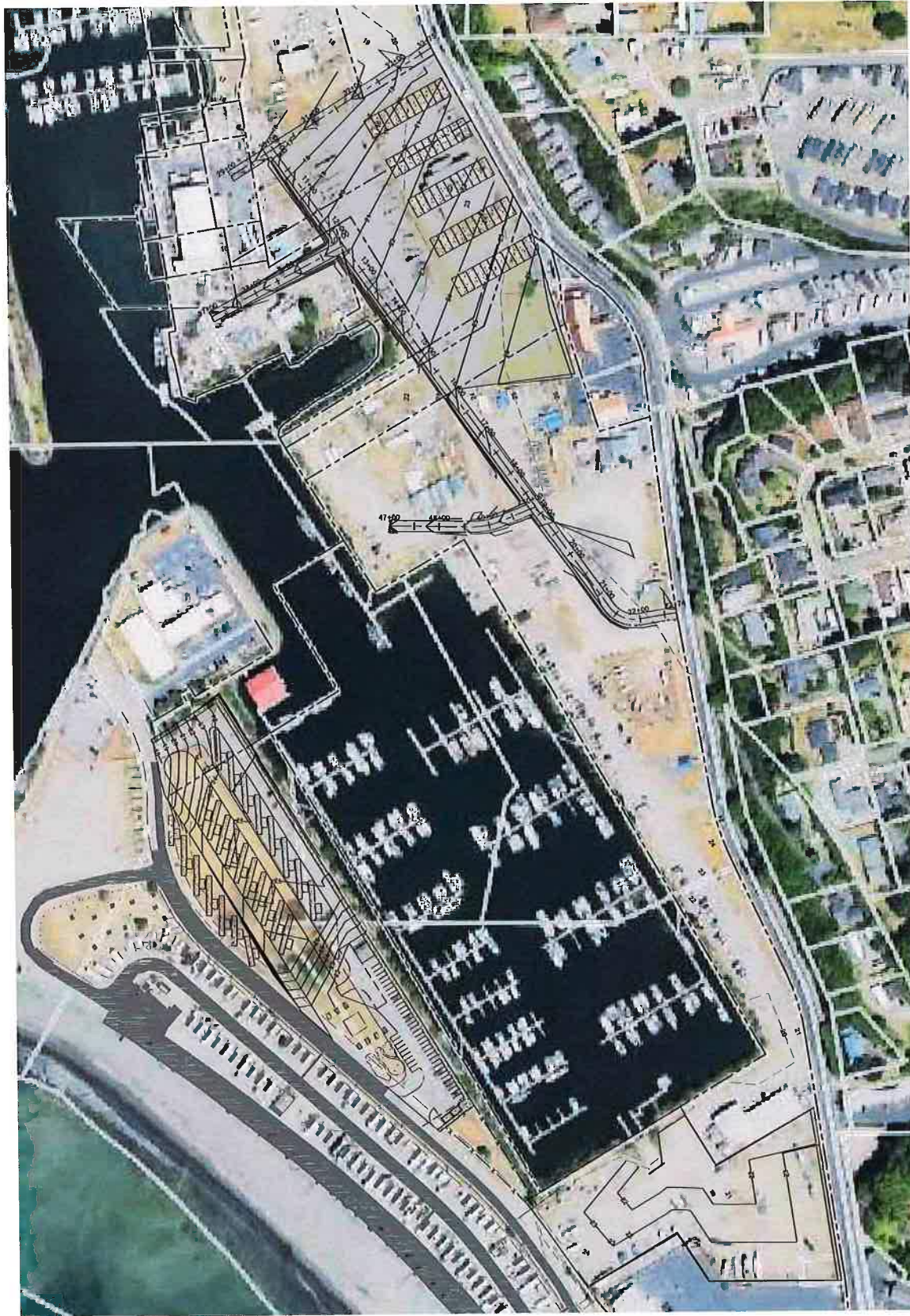
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HMGP DR-4452
2020 IMPROVEMENTS

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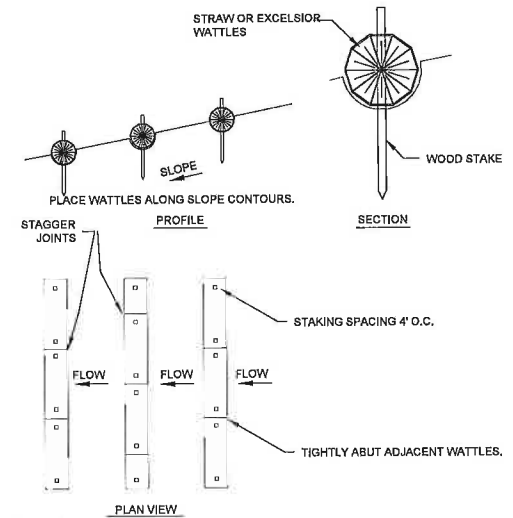
C2.0
ECS
GENERAL
NOTES



PLAN VIEW - EROSION CONTROL PLAN

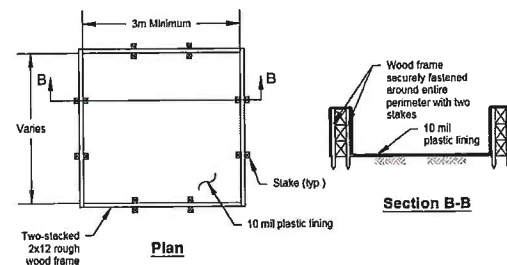
SCALE: 1" = 150' - 0" (24x36) 1" = 300' - 0" (11x17)

- EROSION CONTROL BLANKET
- MATERIAL STOCKPILE
- TEMPORARY SEEDING



- NOTES:
1. STAKING SPECIFICATIONS:
 - 1.1. 1"x2" WOODEN STAKES
 - 1.2. ADDITIONAL STAKES MAY BE INSTALLED ON DOWNHILL SIDE OF WATTLES, ON STEEP SLOPE OR HIGHLY EROSION SOILS.

1 STRAW WATTLES
SCALE: NTS



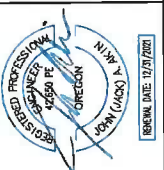
2 CONCRETE WASH OUT
SCALE: NTS

ESCP LEGEND

ESC NOTE: FURTHER DETAILS AND SPECIFICATIONS REGARDING EROSION CONTROL FEATURES SHALL BE INCLUDED ON THE PROJECT CONSTRUCTION DOCUMENTS.

- E1 INSTALL SEDIMENT FENCE PER ODOT DETAIL RD1040 ON SHEET C2.3.
- E2 INSTALL TEMPORARY CONSTRUCTION ENTRANCE (TCE) PER PER ODOT DETAIL RD1000 ON SHEET C2.3.
- E3 INSTALL INLET PROTECTION ON EXISTING CATCH BASINS PER ODOT DETAIL RD1010 ON SHEET C2.3.
- E4 INSTALL CONCRETE WASH OUT PER DETAIL 2, ON SHEET C2.3.
- E5 INSTALL INLET PROTECTION ON NEW CATCH BASINS PER ODOT DETAIL RD1010 ON SHEET C2.3.
- E6 INSTALL 9" STRAW EROSION CONTROL WATTLES PER DETAIL 1, ON SHEET C2.3.
- E7 INSTALL ROCK CHECK DAM PER ODOT DETAIL RD1005 ON SHEET C2.3.
- E8 INSTALL TREE PROTECTION FENCING PER DETAIL 3, ON SHEET C2.3.
- E9 EX. SURFACE FLOW DIRECTION

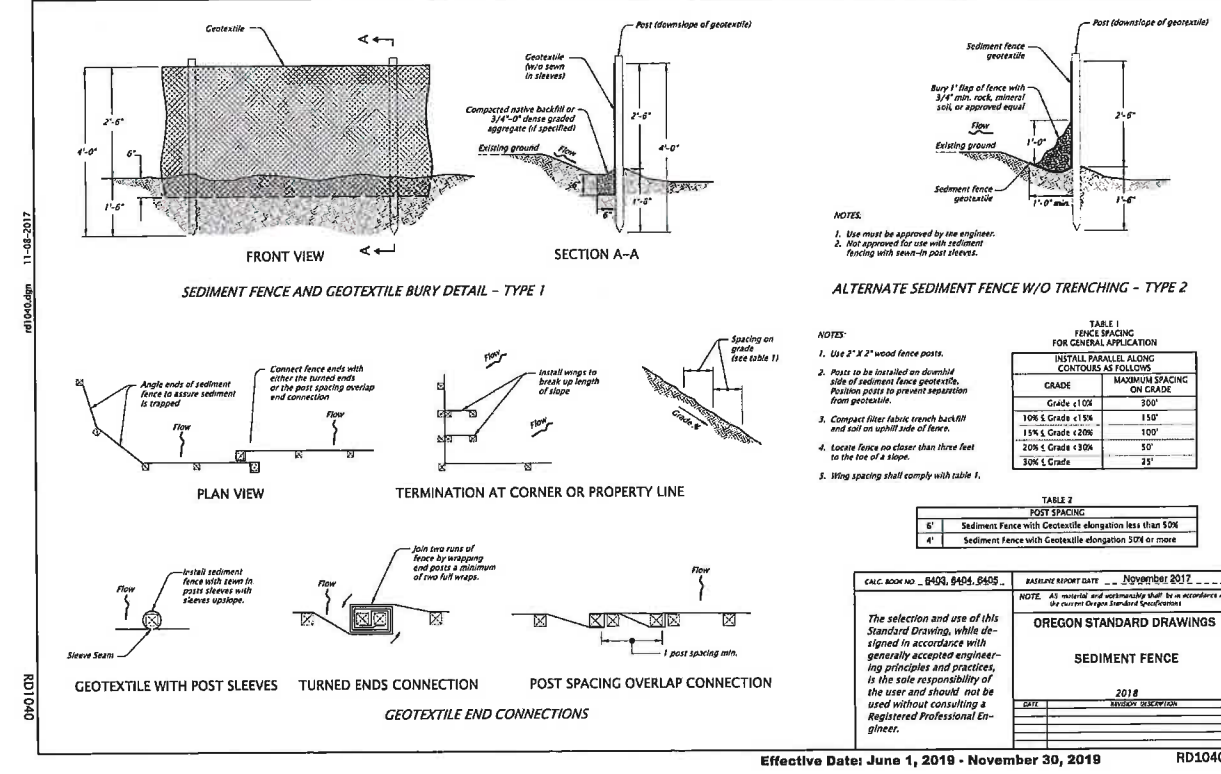
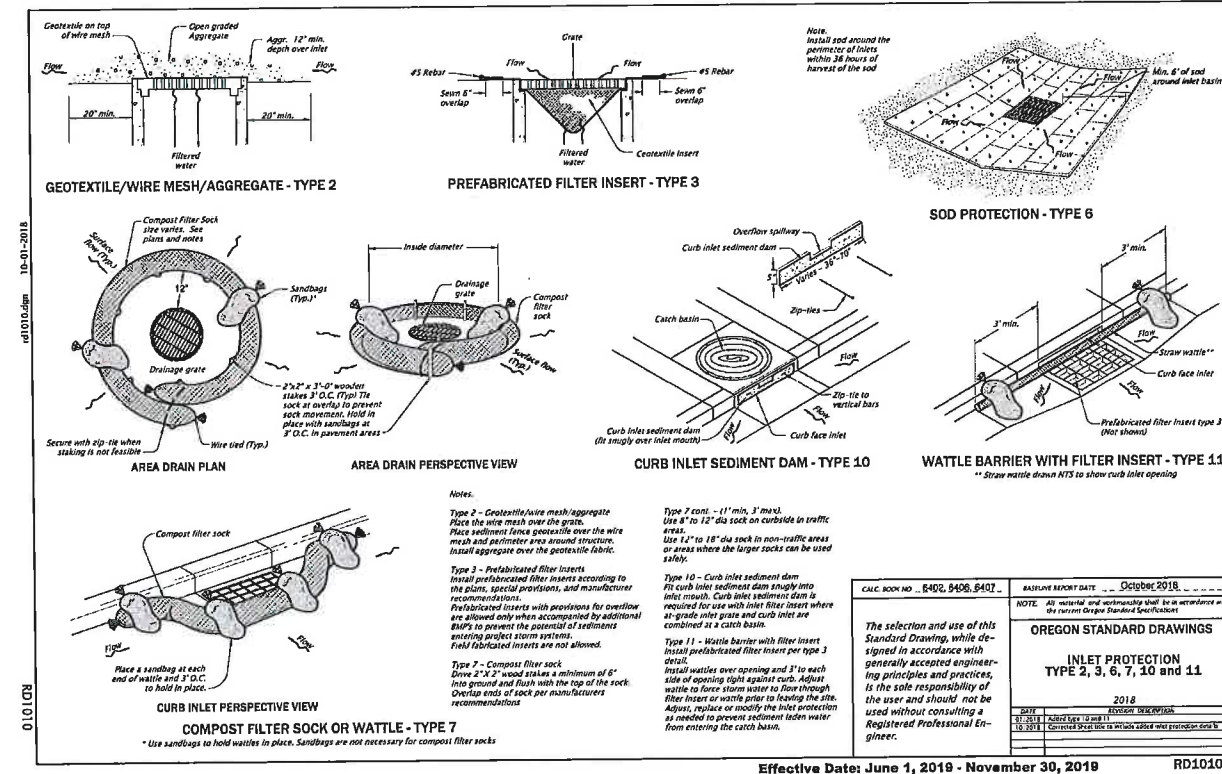
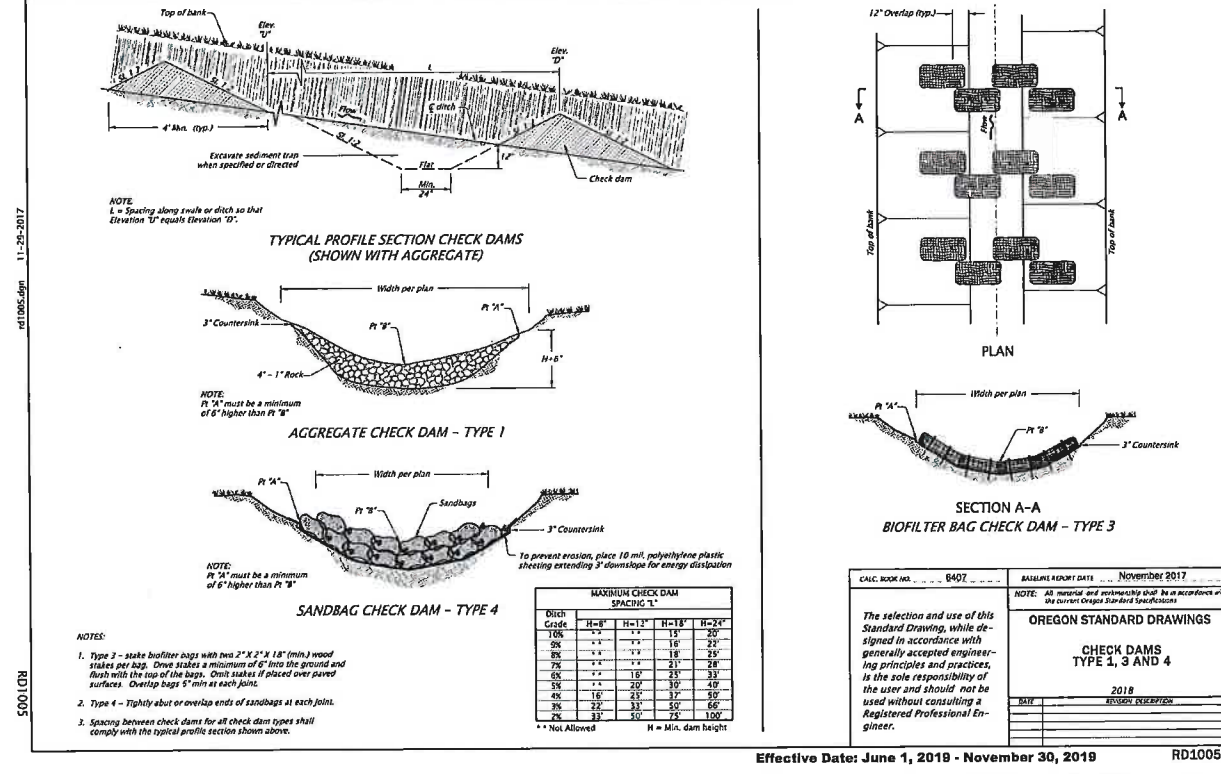
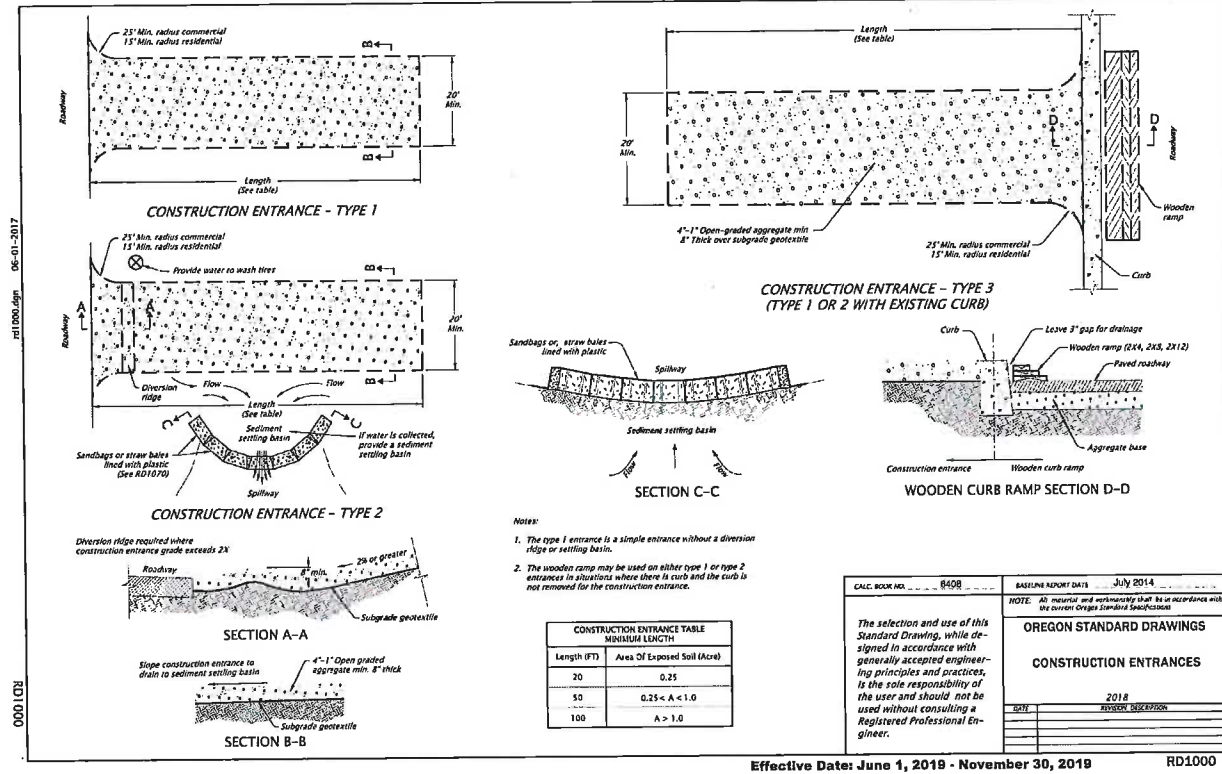
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C2.1
ECS PLAN



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EMC, Inc.

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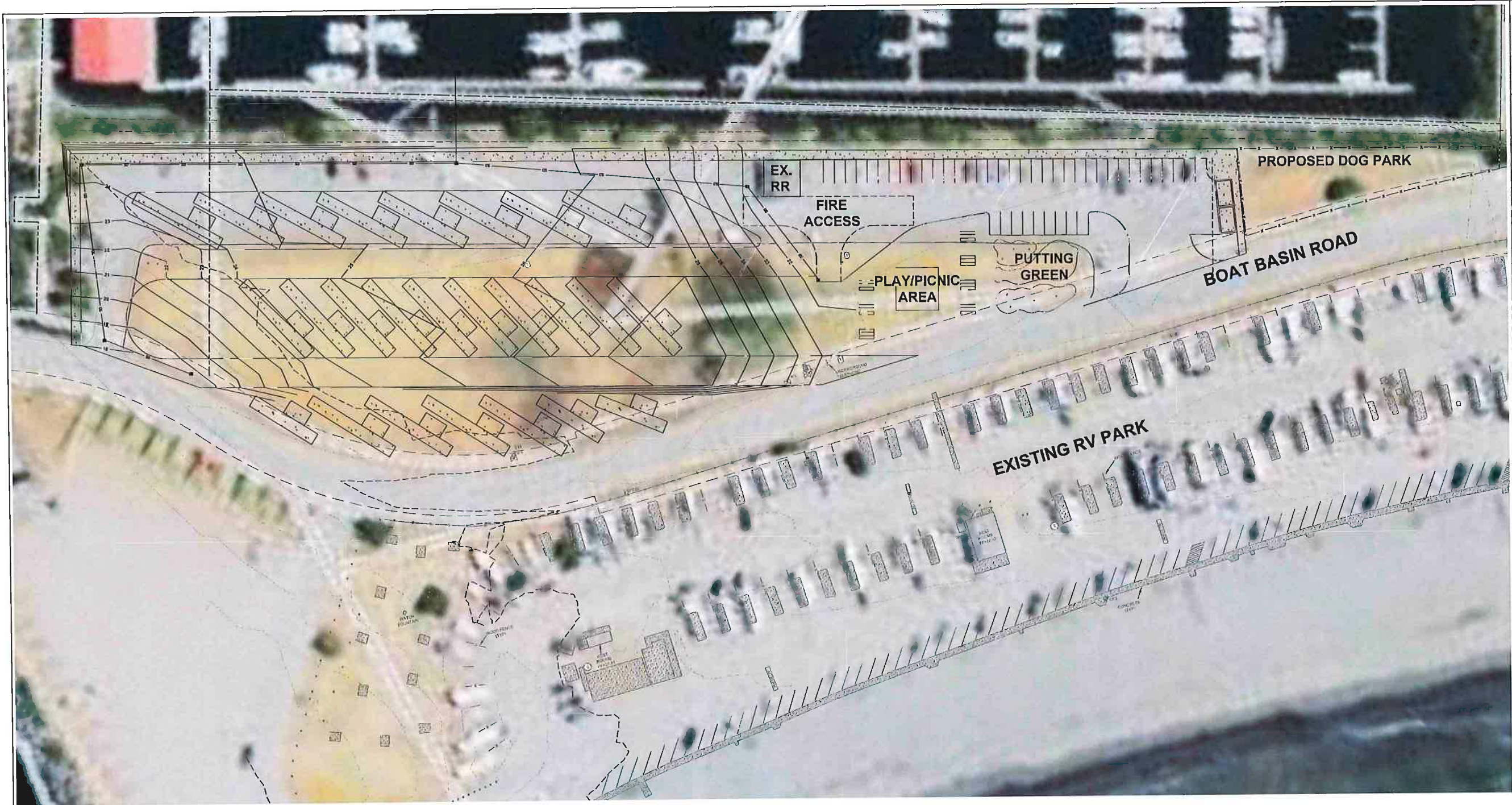
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C2.2

ECS

STANDARD

DETAILS

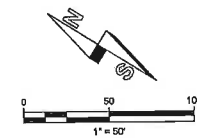


GENERAL NOTES

1. EXISTING GROUND SHOWN IS FROM COUNTY RECORD DATA AND HAS NOT BEEN SURVEYED.
2. STORM WATER DETENTION WILL BE REQUIRED.
3. STORM WATER PIPE SIZES & PROFILES FOR STORM WATER SYSTEM TO BE PROVIDED IN CONSTRUCTION DOCUMENTS.

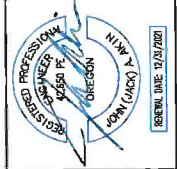
PLAN VIEW - SOUTH RV PARK

SCALE: 1" = 40' - 0" (24x38) 1" = 80' - 0" (11x17)



FILL VOLUME

17,500 CY

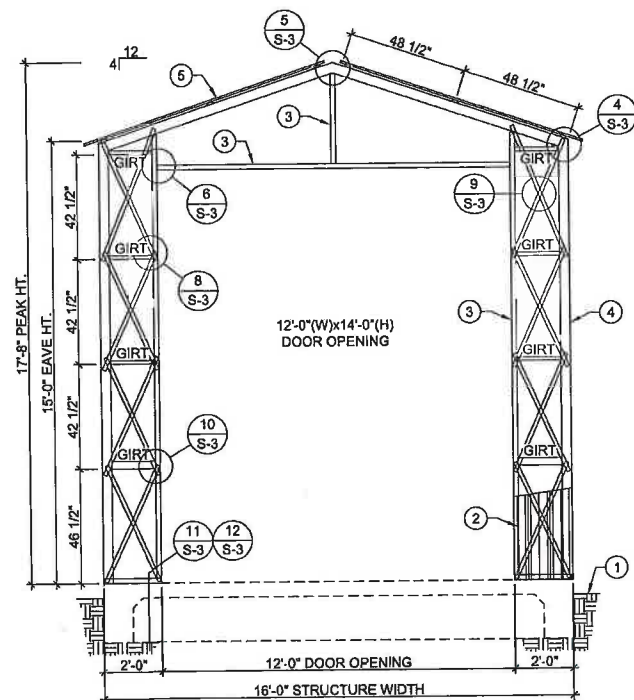


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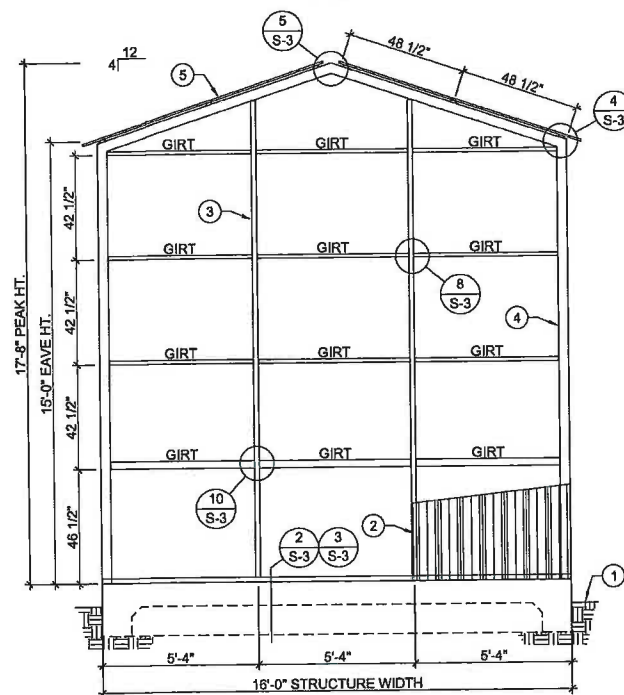
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C3.0
RV PARK
PLAN VIEW

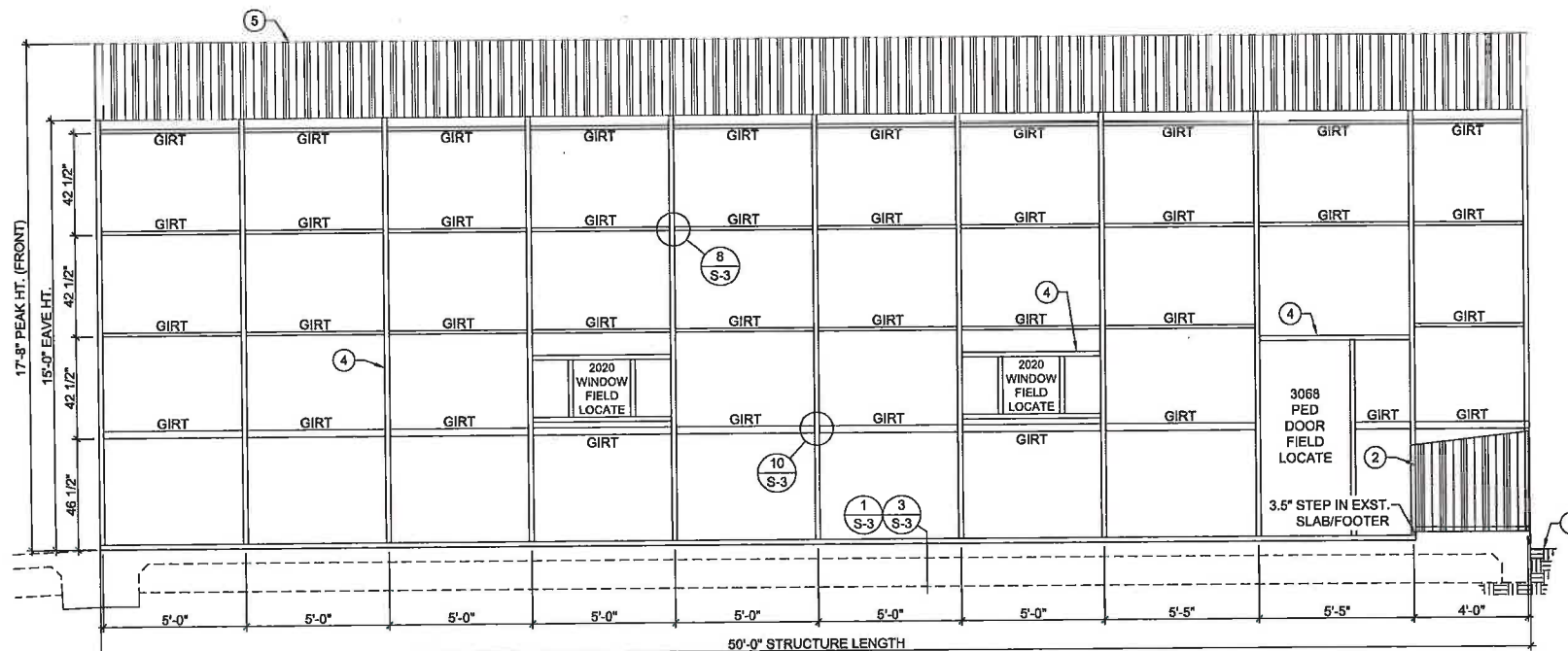
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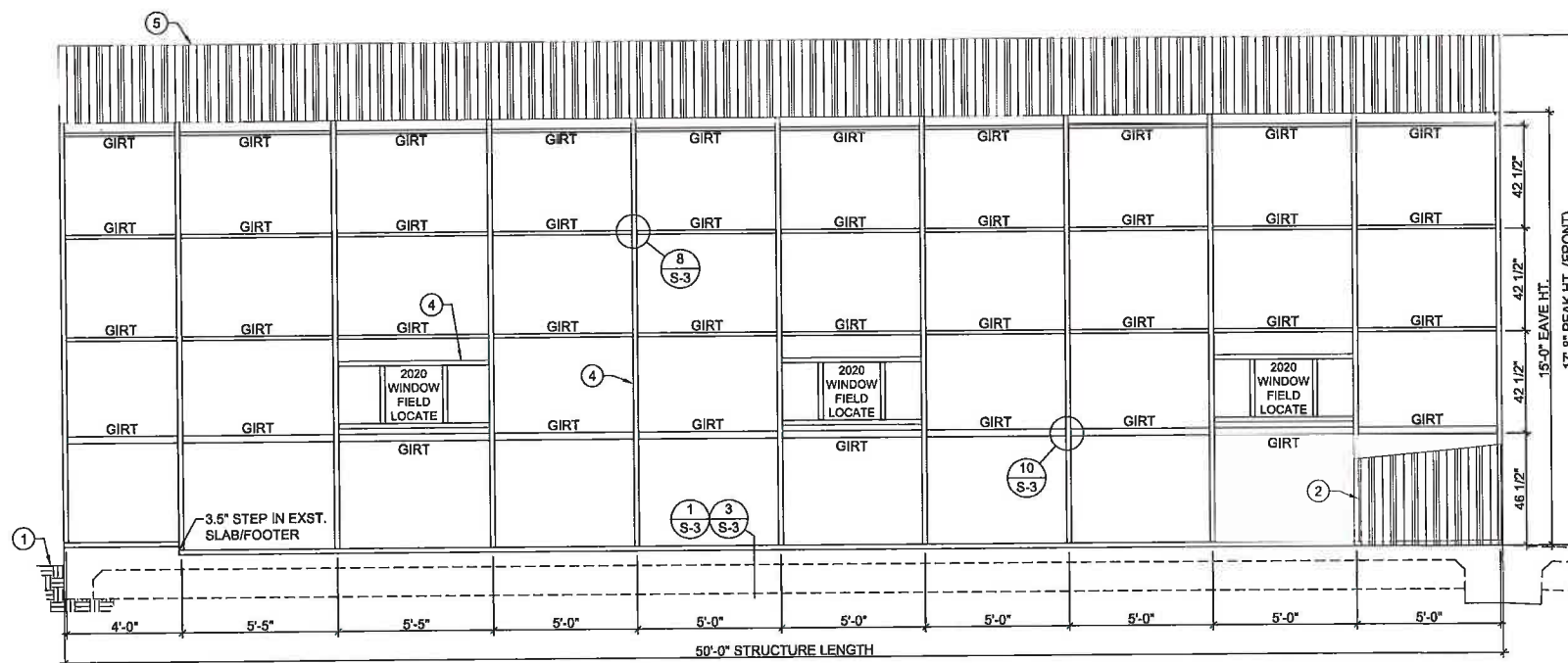
FRONT ENDWALL ELEVATION
N.T.S.



BACK ENDWALL ELEVATION
N.T.S.



RIGHT SIDEWALL ELEVATION
N.T.S.



LEFT SIDEWALL ELEVATION
N.T.S.

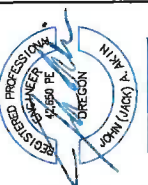
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PURLIN	1 5/8" x 1" x 16 GA. SUB GIRTS	Fy = 57 ksi.
GIRT	1 1/2" x 1 1/2" x 18 GA. TS	Fy = 55 ksi.
	2" X 3" X 15 GA TUBE	Fy = 65 ksi.
TUBE 3	2" X 3" X 15 GA TUBE	Fy = 65 ksi.
TUBE 4	2" X 4" X 14 GA TUBE	Fy = 55 ksi.

NOTE: THE USE AND OCCUPANCY OF THIS STRUCTURE IS OCCUPANCY GROUP 'U' (Per 2012 IBC).

KEYED NOTES

- ① FINISHED GRADE.
- ② WALL DECK.
- ③ TUBE 3.
- ④ TUBE 4.
- ⑤ ROOF DECK.

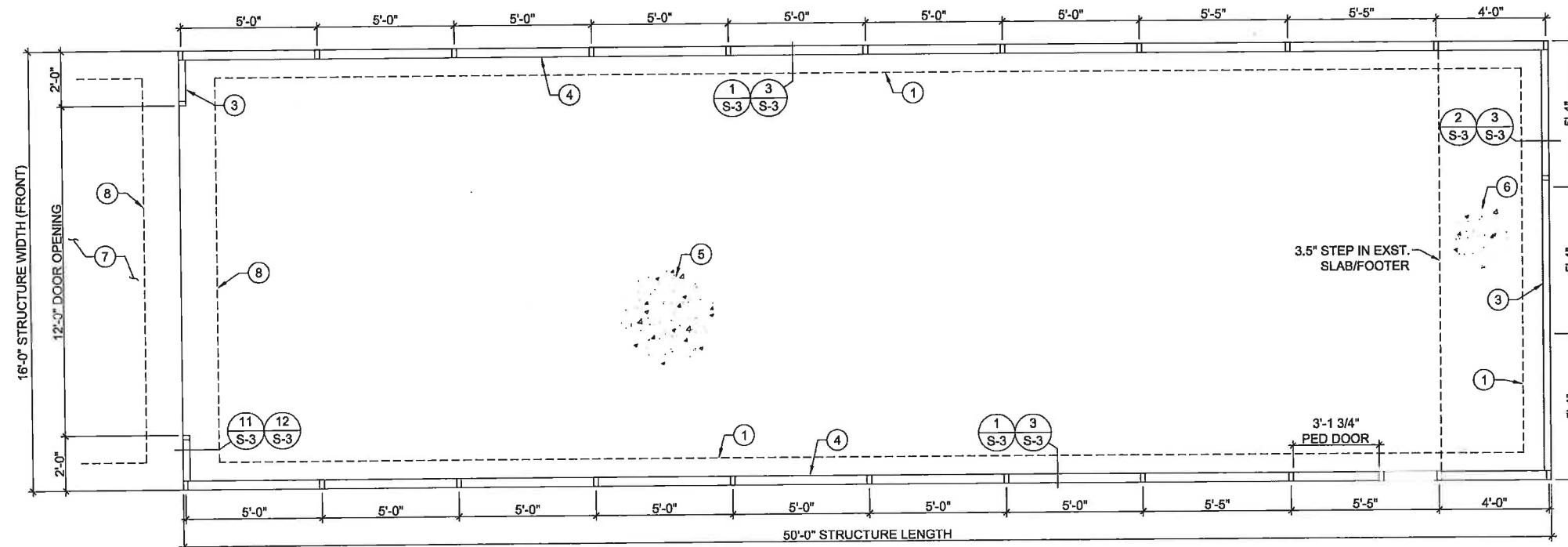
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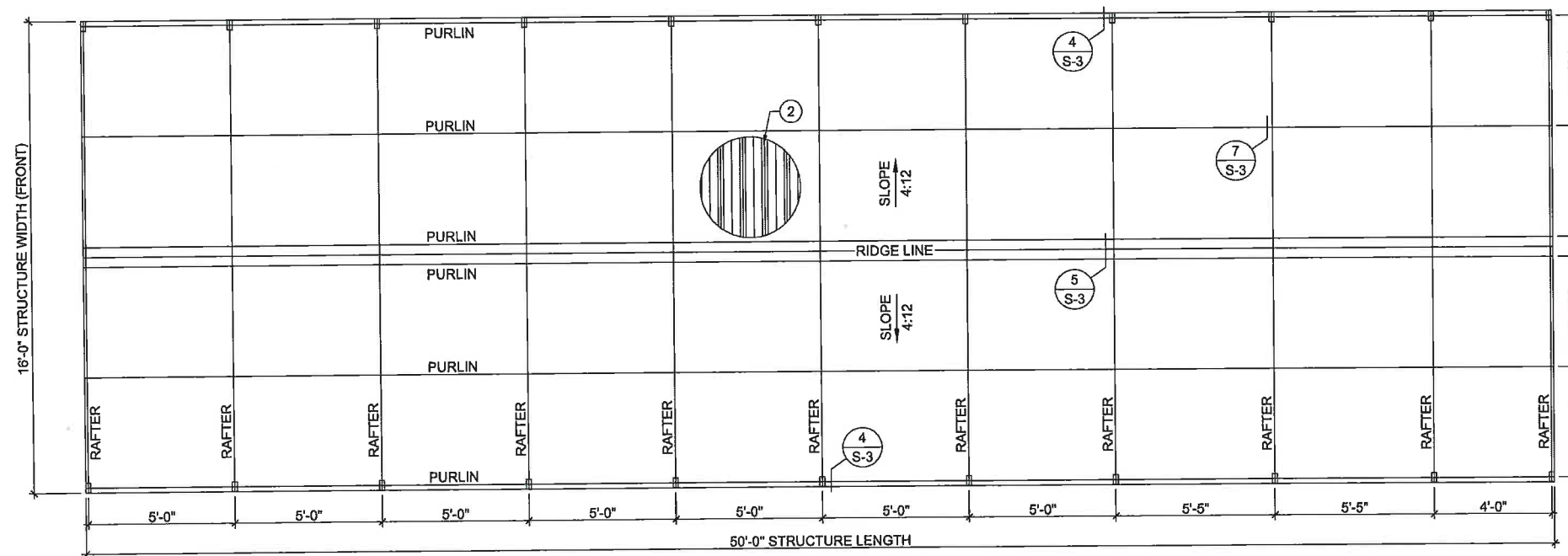
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C4.A
 RV STORAGE
 BUILDING
 ELEVATIONS



SITE PLAN
N.T.S.



FRAMING PLAN
N.T.S.

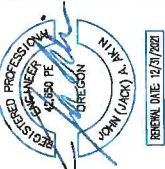
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TUBE 4	2" X 4" X 14 GA. TUBE	Fy = 55 ksi.

NOTE: THE USE AND OCCUPANCY OF THIS STRUCTURE IS OCCUPANCY GROUP 'U' (Per 2012 IBC).

KEYED NOTES

- EXISTING 12" x 12" CONTINUOUS TURNDOWN.
- ROOF DECK.
- TUBE 3 FRAME AND BASERAILS AT ENDWALLS (U.N.O.).
- TUBE 4 FRAME AND BASERAILS AT SIDEWALLS (U.N.O.).
- EXISTING 6" CONCRETE SLAB.
- EXISTING 9 1/2" CONCRETE SLAB.
- EXISTING 6" CONCRETE SLAB, SLOPING AWAY FROM STRUCTURE.
- EXISTING 16" x 18" CONTINUOUS TURNDOWN.

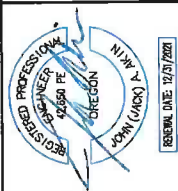
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C4.B
 RV STORAGE
 FRAMING PLAN

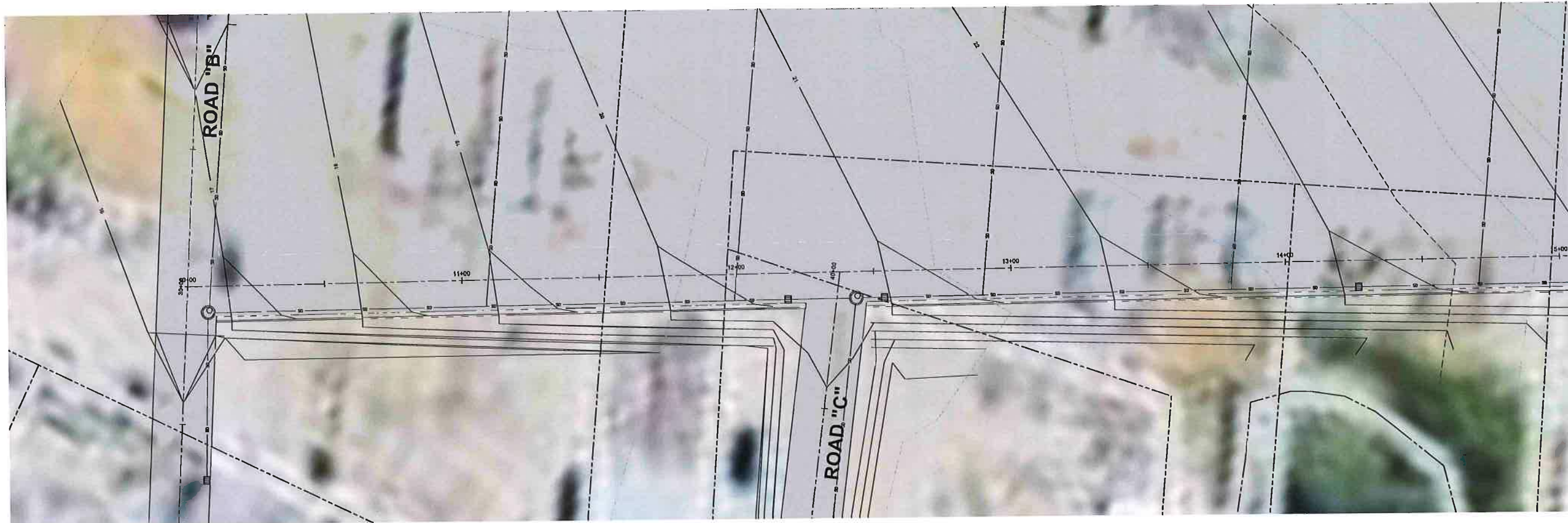


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C4.C
 RV STORAGE
 BUILDING
 PHOTOS



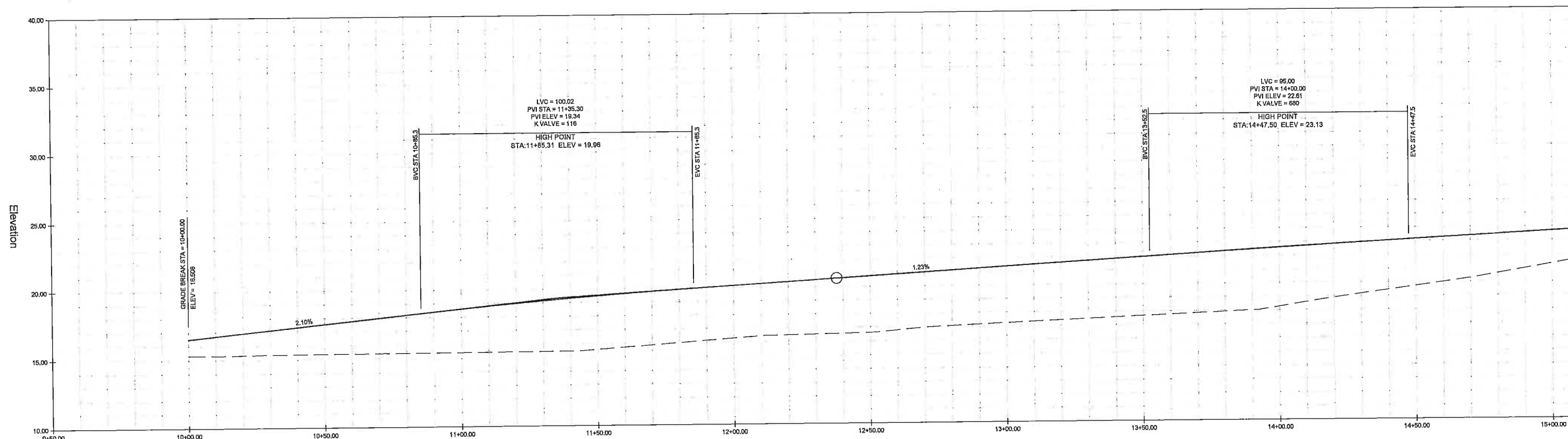
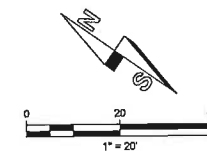
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SEE SHEET C4.2

GENERAL NOTES

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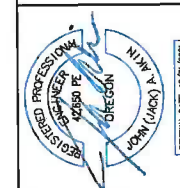
PLAN VIEW - ROAD "A"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)



PROFILE VIEW - ROAD "A"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)



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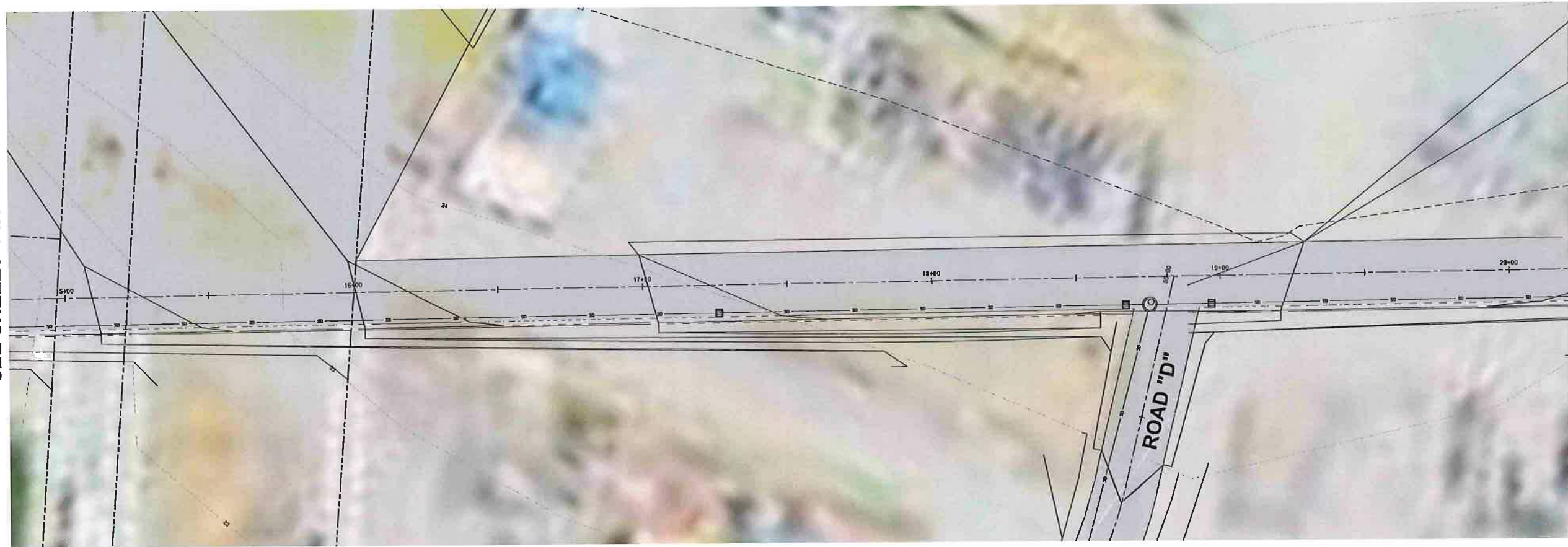
C4.1
ROAD "A"
PLAN / PROFILE

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Julie: Office 541-338-0000, Cell 541-338-0000
jmc@emcengineers.com; jmc@emcengineers.com; jmc@emcengineers.com
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16

STA: 15+00
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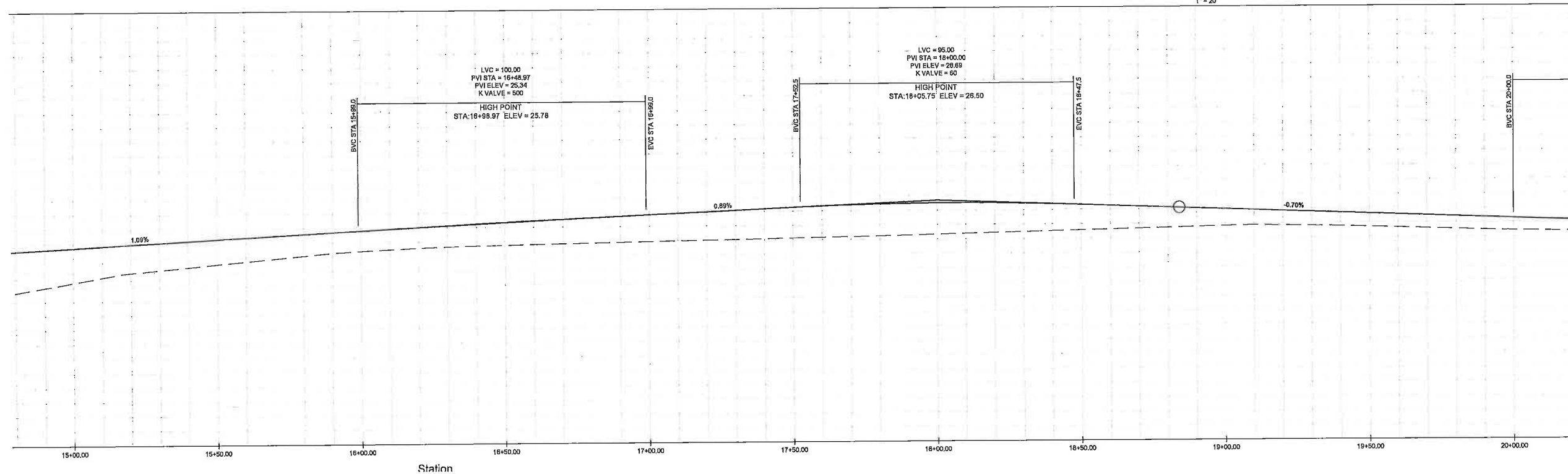
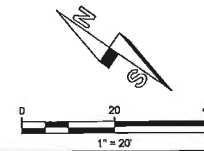
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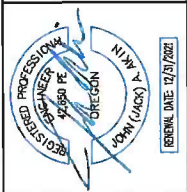
PLAN VIEW - ROAD "A"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)



PROFILE VIEW - ROAD "A"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)

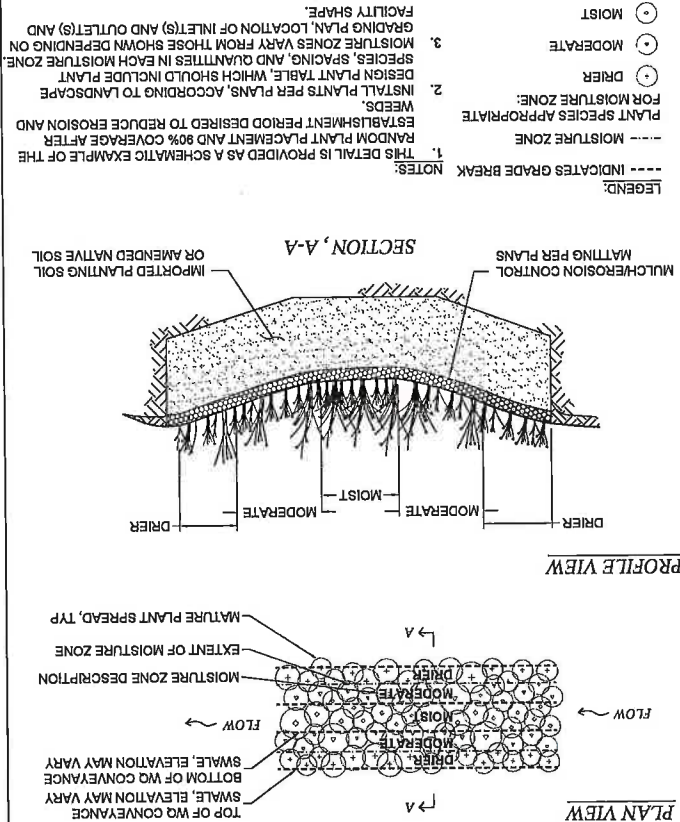
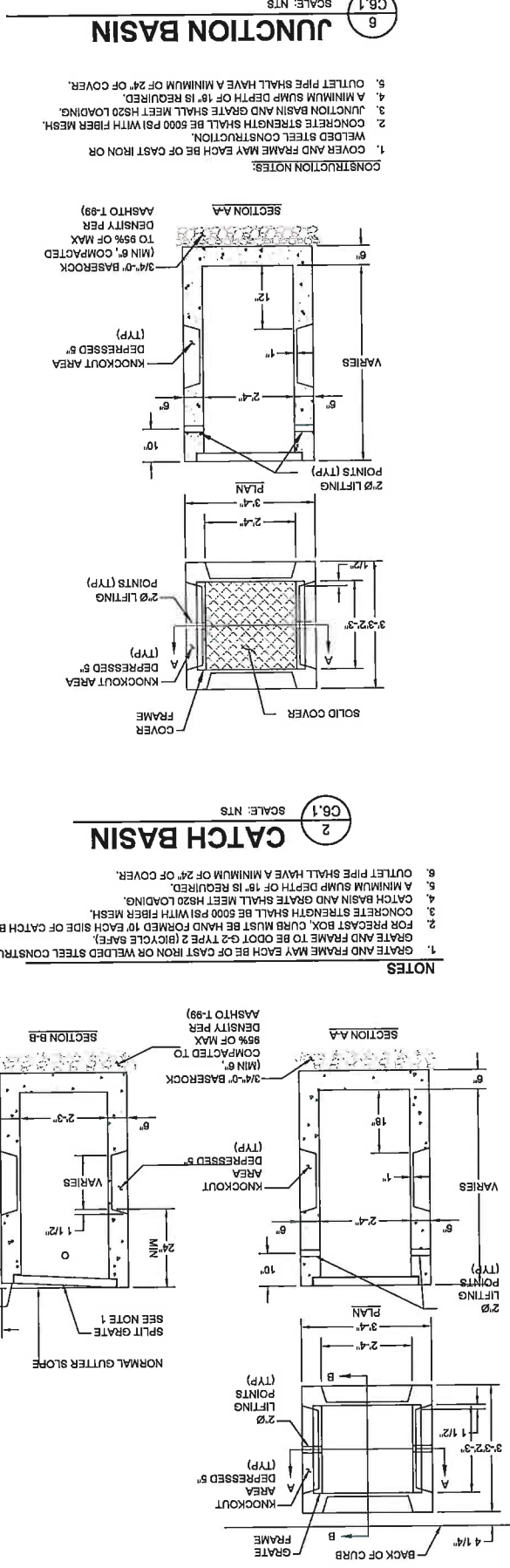
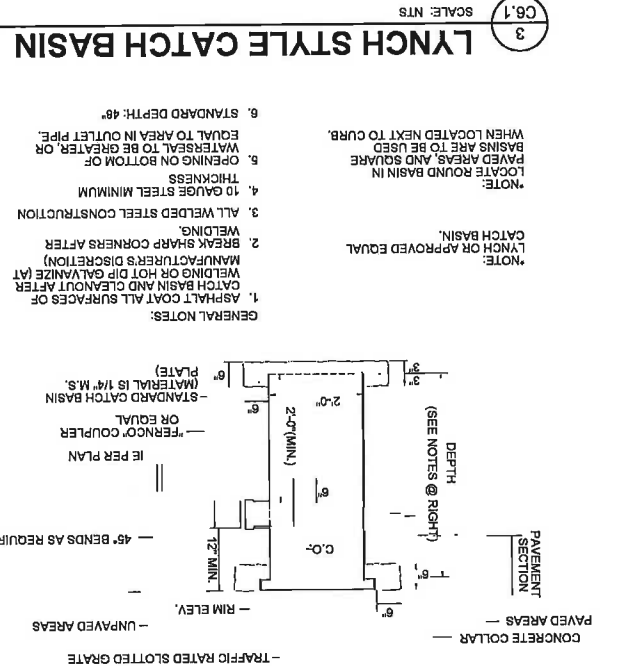
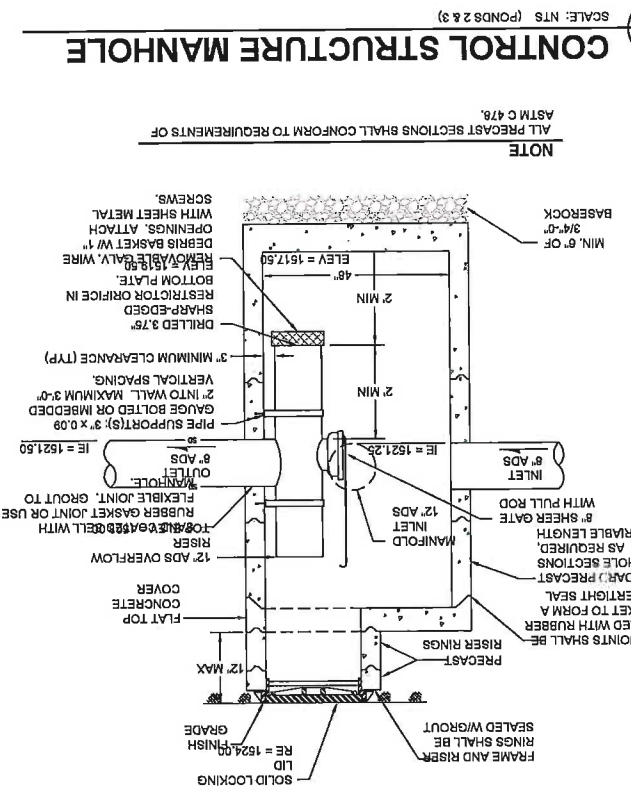


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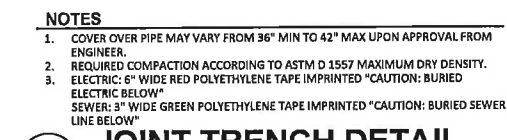
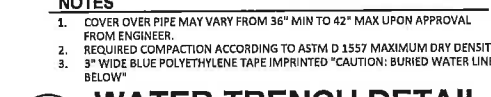
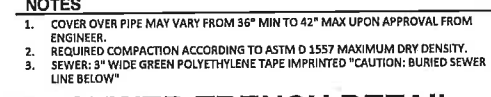
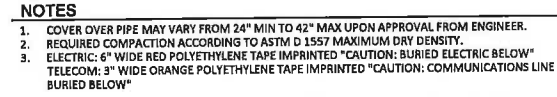
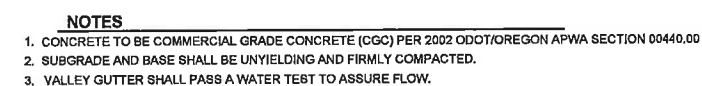
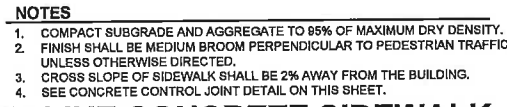
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C4.2
ROAD "A"
PLAN / PROFILE

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Tel: 541-477-1404, Fax: 541-477-1405
http://www.emcengineers.com
- Engineers/Scientists, LLC (a BioScope Technologies Affiliate)

[illegible]

- Soluble salt content shall be less than 6.0mmol/mole.
- 100% should pass a 1/2-inch screen.
- Stability Test Result shall Be Stable or Very Stable.
- Maturity Indicator for ammonia and vigor shall be 50%.
- Trace Metals Test Result shall Be Pass.
- Carbon nitrogen ratio between 30:1 and 35:1.





PLAN VIEW - PARKING LOT 2

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)

GENERAL NOTES

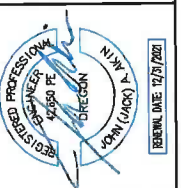
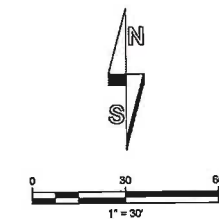
1. EXISTING GROUND SHOWN IS FROM COUNTY RECORD DATA AND HAS NOT BEEN SURVEYED.
2. STORM WATER DETENTION WILL BE REQUIRED.
3. STORM WATER PIPE SIZES & PROFILES FOR STORM WATER SYSTEM TO BE PROVIDED IN CONSTRUCTION DOCUMENTS.

FILL VOLUME

6,950 CY

CUT VOLUME

80 CY



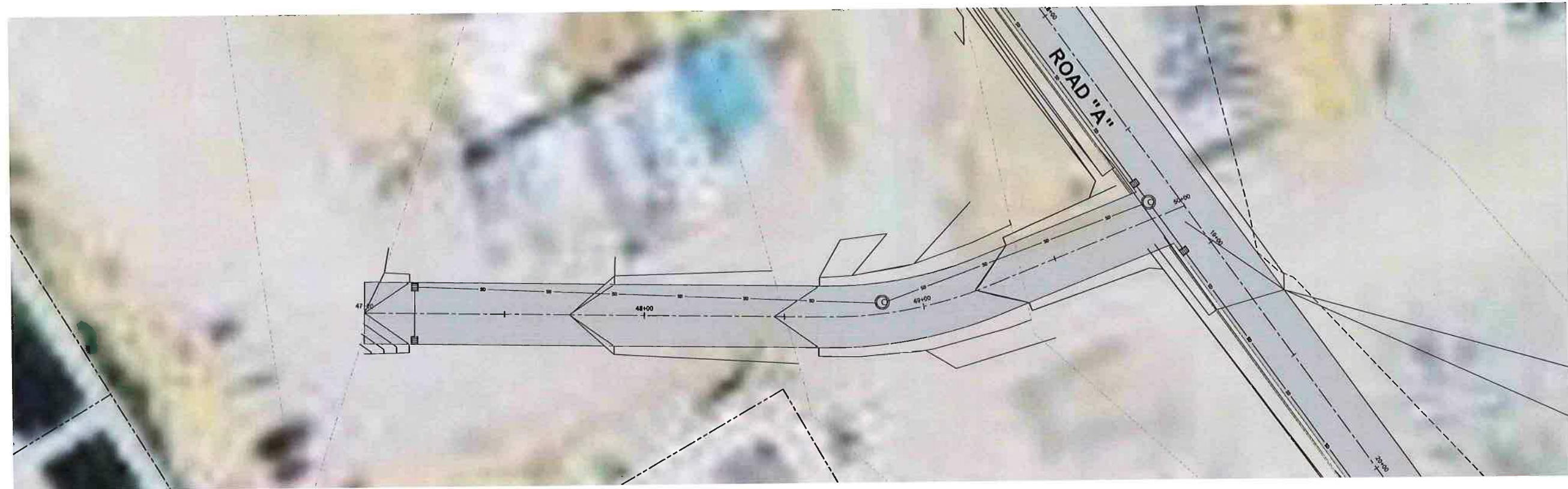
PORT OF BROOKINGS HARBOR
16330 LOWER HARBOR ROAD, BROOKINGS, OR 97415
HMGP DR-4452
2020 IMPROVEMENTS

DRAWN BY: TAM
DATE: 09/01/20
JOB NO: 20-XXX

C5.0
PARKING LOT 2
PLAN VIEW

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CR Office: 1847 Williams Hwy, Suite 244, Grants Pass, OR 97527
J-Ville Office: 458 Constance Dr., Jacksonville, OR 97530
Ph: 541-874-8434, Fax: 1-800-345-7777
Email: emctechnologies@charter.net
<http://www.emctechnologies.com>
Engineers/Scientists, LLC (a BioScope Technologies Affiliate)



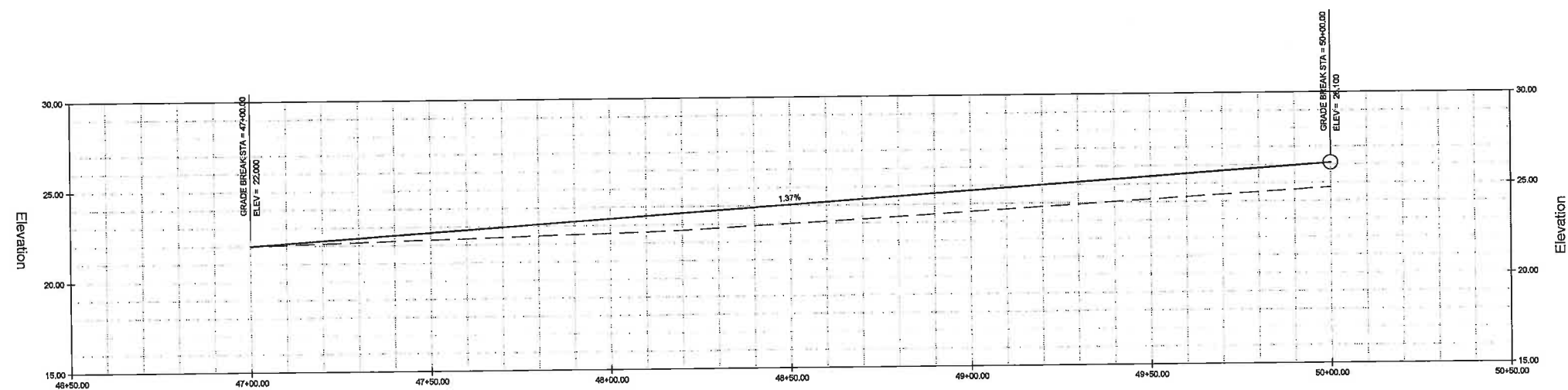


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PLAN VIEW - ROAD "D"

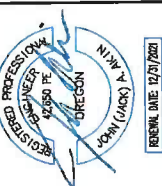
SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)



PROFILE VIEW - ROAD "D"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)

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 CR Office: 1607 Williams Hwy., Suite 204, Grants Pass, OR, 97527
 Jacksonville Office: 488 Cambridge Dr., Jacksonville, FL, 32209
 Phone: (541) 874-1000
 Fax: (541) 874-1001
 Email: info@emc-engineers.com
 Website: www.emc-engineers.com



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DRAWN BY: TAM

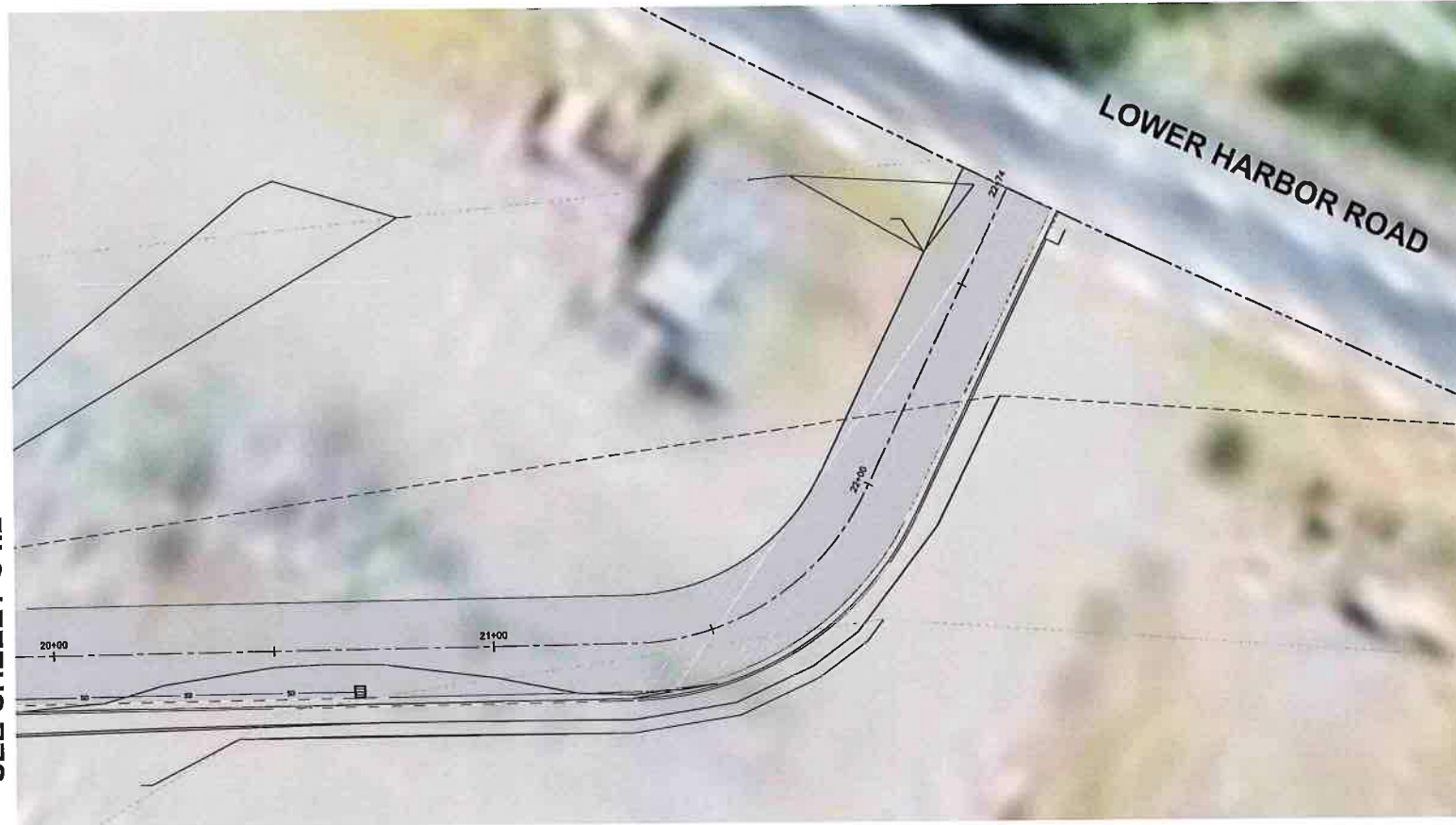
DATE: 09/01/20

JOB NO: 20-XXX

C4.6

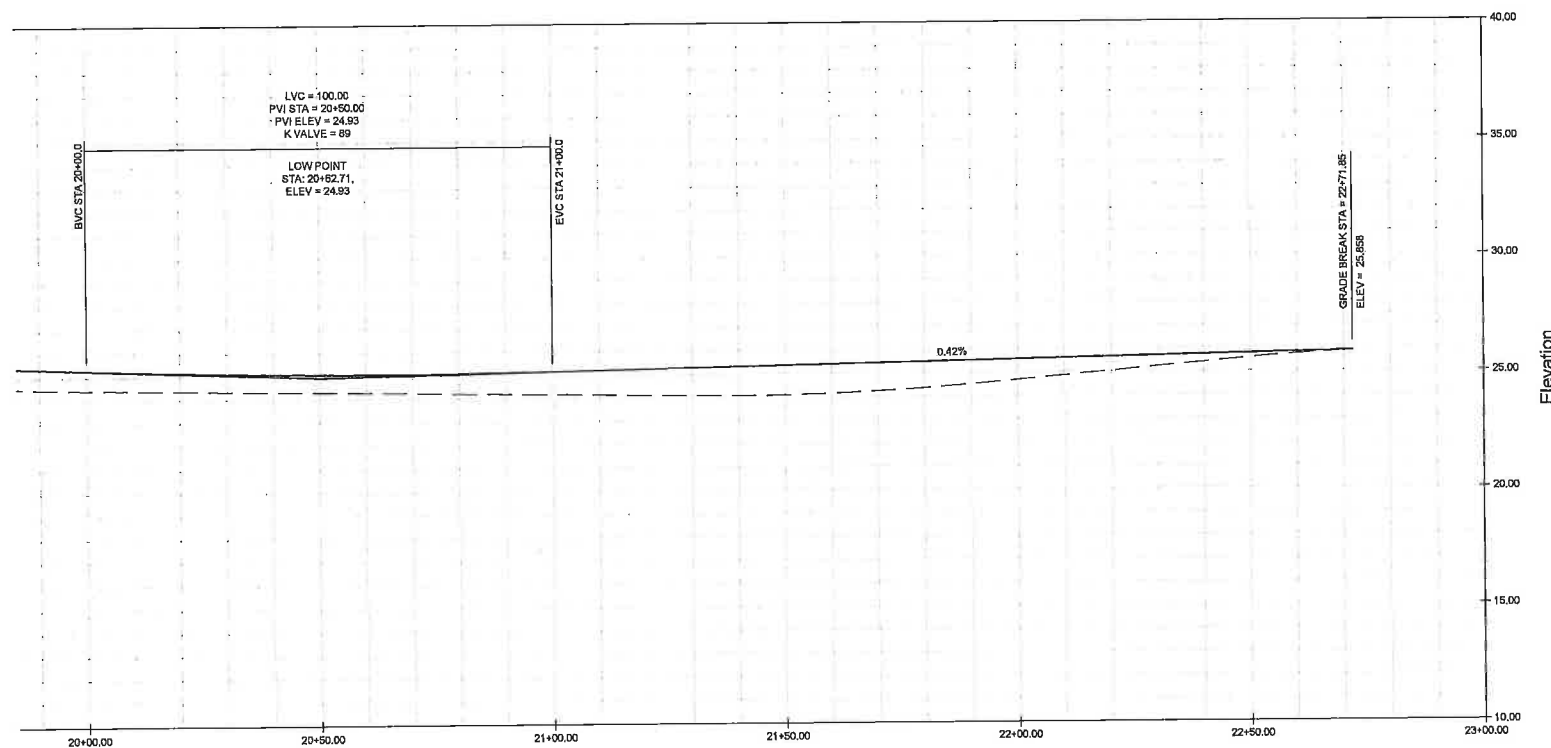
ROAD "D"
 PLAN / PROFILE

STA: 20+00
SEE SHEET C4.2



PLAN VIEW - ROAD "A"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)

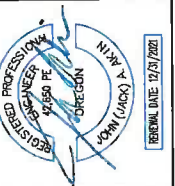


PROFILE VIEW - ROAD "A"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)

GENERAL NOTES

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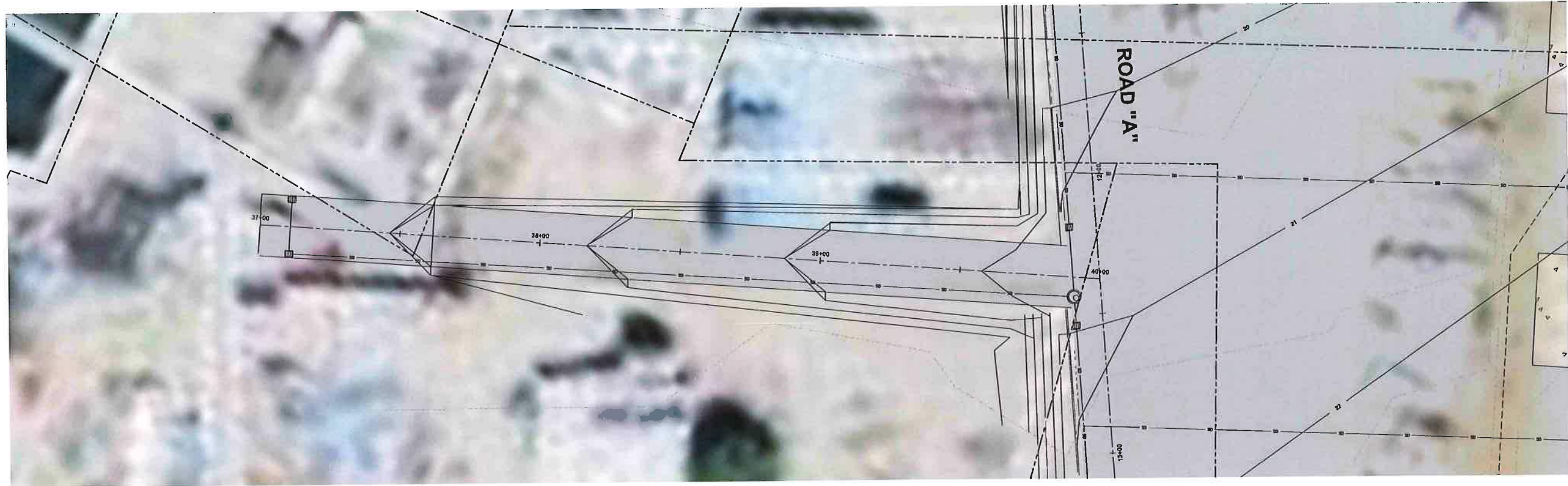
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C4.3
ROAD "A"
PLAN / PROFILE

EMC
Grants Pass • Jacksonville • Medford, OR
CR 10000 1007 William Street, Suite 200, Grants Pass, OR 97527
J. Lee Olinick, PE, License No. 97130
P.O. Box 4452, Grants Pass, OR 97527
Phone: 541-476-8404, Ext. 1 • Fax: 541-277-5486
Email: jlee@emcinc.com
Website: www.emcinc.com

Engineers/Scientists, LLC (a BioSage Technologies Affiliate)

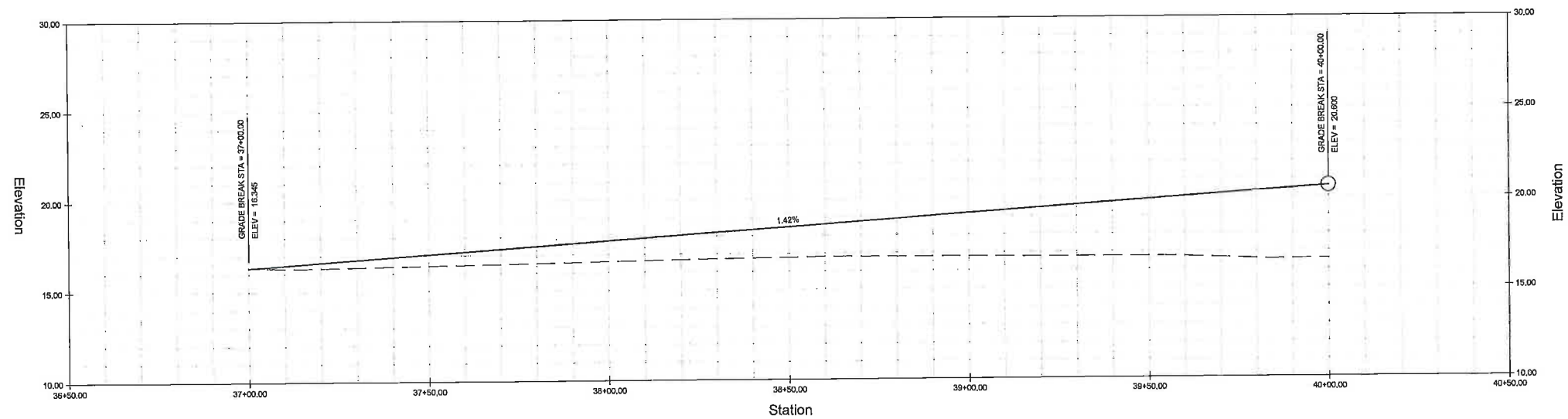


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3. STORM WATER PIPE SIZES & PROFILES FOR STORM WATER SYSTEM TO BE PROVIDED IN CONSTRUCTION DOCUMENTS.

PLAN VIEW - ROAD "C"

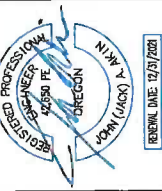
SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)



PROFILE VIEW - ROAD "C"

SCALE: 1" = 20' - 0" (24x36) 1" = 40' - 0" (11x17)

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 CR Office: 1847 Williams Hwy., Suite 204, Grants Pass, OR 97527
 J. Lee Collins, P.E., Civil Engineer, No. 10000, State of Oregon, No. 97130
 The Office of the Engineer, State of Oregon, No. 97130
 http://www.emcsciences.com; http://www.emcsciences.com; http://www.emcsciences.com



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DATE: 09/01/20

JOB NO: 20-XXX

C4.5
 ROAD "C"
 PLAN / PROFILE

ACTION ITEM – B

DATE: September 3, 2020
RE: New Port Office – COVID-19
TO: Honorable Board President and Harbor District Board Members
ISSUED BY: Gary Dehlinger, Port Manager

OVERVIEW

- The Port has recently entered a Coronavirus Relief Fund DAS Grant #1222 that provides reimbursable funds for COVID-19 measure expenses. The amount was revised to not exceed \$253,000. These reimbursable dollars are on a first come first used basis until the funding source is exhausted. Many Special Districts in Oregon have this same type agreement.
- In Exhibit "A" in the DAS Grant #1222, Coronavirus Relief Funds may be used to cover costs that are:
 - 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and
 - 3. Were incurred during the period that begins on March 1, 2020, and ends December 30, 2020.
- (1) Port Office is inadequate for both employees and customers for COVID-19 measures;
- (2) A new office is not budgeted; and
- (3) New Port Office costs would be incurred during the period.
- Port Staff reached out to CRF Team for concurrence on spending funds on a new office. The CRF Team responded with providing two links (attached Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020 and Frequently Asked Questions Updated as of August 10, 2020). When those do not provide the necessary clarity, they are asking local governments to consult with their legal counsel.
- Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020, under #4, bullet 5, for "improvement of social distancing measures" could apply.
- Frequently Asked Questions Updated as of August 10, 2020, under #28, "Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs." could apply.
- These examples seem to be broad in nature and could be used for other COVID-19 construction safety measures.
- Martha is reviewing this information.
- If everyone agrees these funds could be used for a new Port Office, staff has already worked on possible locations, size of a new building and estimated costs.

- If approved, time is crucial to get all necessary permitting, materials and contractors lined up to complete this project before the end of the COVID-19 expenditure period or before the funds run out.

DOCUMENTS

- CRF DAS Grant #1222, 21 pages
- Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020, 4 pages,
- Frequently Asked Questions Updated as of August 10, 2020, 12 pages
- Possible Locations for Port Office, 1 page
- Detail Location Area #1, 2 pages
- Staff Estimated Construction Costs, 1 page
- Email from Rhino Steel Building Systems with information and preliminary building drawings, 20 pages

COMMISSIONERS ACTION

- **Recommended Motion:**
Motion to approve building a new Port Office to meet the current COVID-19 measures for both the employee and public safety and health. Build the new Port Office at Area #1 as soon as possible using Port Reserve Funds and reimburse the Reserve Funds within budgetary measures of Coronavirus Relief Fund. Authorize the Port Manager to procure and sign all contracts necessary to complete the new Port Office project.

STATE OF OREGON AMENDED AND RESTATED GRANT AGREEMENT

Grant No. 1222

This Amended and Restated Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Administrative Services ("Agency") and Port of Brookings Harbor ("Grantee"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY AND BACKGROUND

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

Accordingly, on 7/24/2020, Agency and Grantee entered into a Grant Agreement by which Agency agreed to disburse, and Grantee agreed to accept, certain CARES Act funds as more fully described in that Agreement. The parties now enter into this Amended and Restated Grant Agreement to update the period for which Grantee may seek reimbursement of eligible costs using CARES Act funds, as well as to amend the reimbursement-submission procedure.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020 (the "Performance Period"). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of March 1, 2020 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency's Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Phone: 503-378-2709
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee's Grant Manager is:

Name: Gary Dehlinger
Address: PO Box 848, Brookings, OR 97415
Phone: 541-469-2218 ext 406
Email: portmanager@portofbrookingsharbor.com

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$253,057.47 (the "Grant Funds") for eligible Project costs incurred for the Project during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period; provided, however, that the total funds from the Funding Source available for all special districts (including Grantee) organized under ORS 198 with headquarters outside Washington County and Multnomah County is \$23,948,307.61 (the "Special District Cap").

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.2 **Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee

under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
 - 7.2.2 No default as described in Section 15 has occurred; and
 - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is a special district organized under ORS 198 duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

"Third Party Intellectual Property" means any intellectual property owned by parties other than Grantee or Agency.

"Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency's behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively "Confidential Information").

- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee,

Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations,

allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.


- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services

By: 
George Naughton, Chief Financial Officer

August 19, 2020
Date

Port of Brookings Harbor

By: 
Authorized Signature

8-19-2020
Date

GARY DEHLINGER
Printed Name

PORT MANAGER
Title

93-6013807
Federal Tax ID Number

052042553
DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: s/ Sam Zeigler
Senior Assistant Attorney General
Oregon Department of Justice

by email dated 7/21/20
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:

- 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and*
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

(<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>)

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

SECTION III. RESERVED

SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION V. DISBURSEMENT PROVISIONS

Subject to the Special District Cap, Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. Reimbursement requests shall be submitted via an Agency-developed grant website portal, if operable and available, otherwise, Grantee must send its requests for disbursement via email to the Agency's Grant Manager identified in Section 4.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

DAS GRANT #1222 - [Coronavirus Relief Fund]

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

- 1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

☒ Grantee is a subrecipient ☐ Grantee is a contractor ☐ Not applicable

- 1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance - Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

"Contract" means this Grant or any contract or subgrant funded by this Grant.

"Contractor" and "Subrecipient" and "Non-Federal entity" mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.331(a))

(i) Grantee Name: (must match DUNS registration)	PORT OF BROOKINGS HARBOR
(ii) Grantee's DUNS number:	052042553
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: (date of award to DAS by federal agency)	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: (amount of federal funds from this FAIN committed to Grantee)	\$253,057.47
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020".

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise.

Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of August 10, 2020¹**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?*

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions 49–52. The previous revision was made on July 8.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

- 14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

- 15. *May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

- 16. *Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contact tracing are eligible.

- 17. *To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

- 18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

- 19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

- 20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a "payroll support program" for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

B. Questions Related to Administration of Fund Payments

1. Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

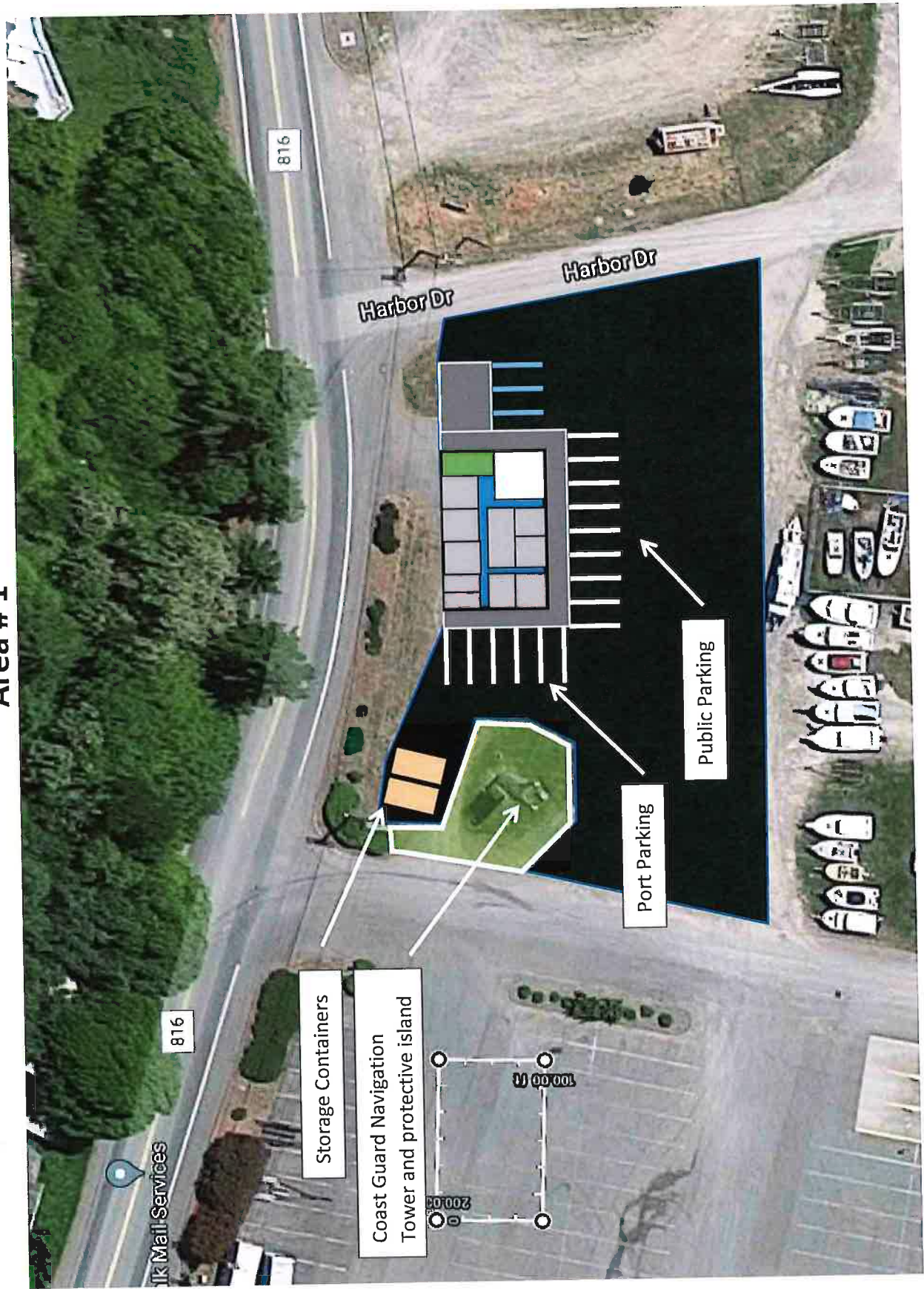
Port of Brookings Harbor New Port Office Possible Locations

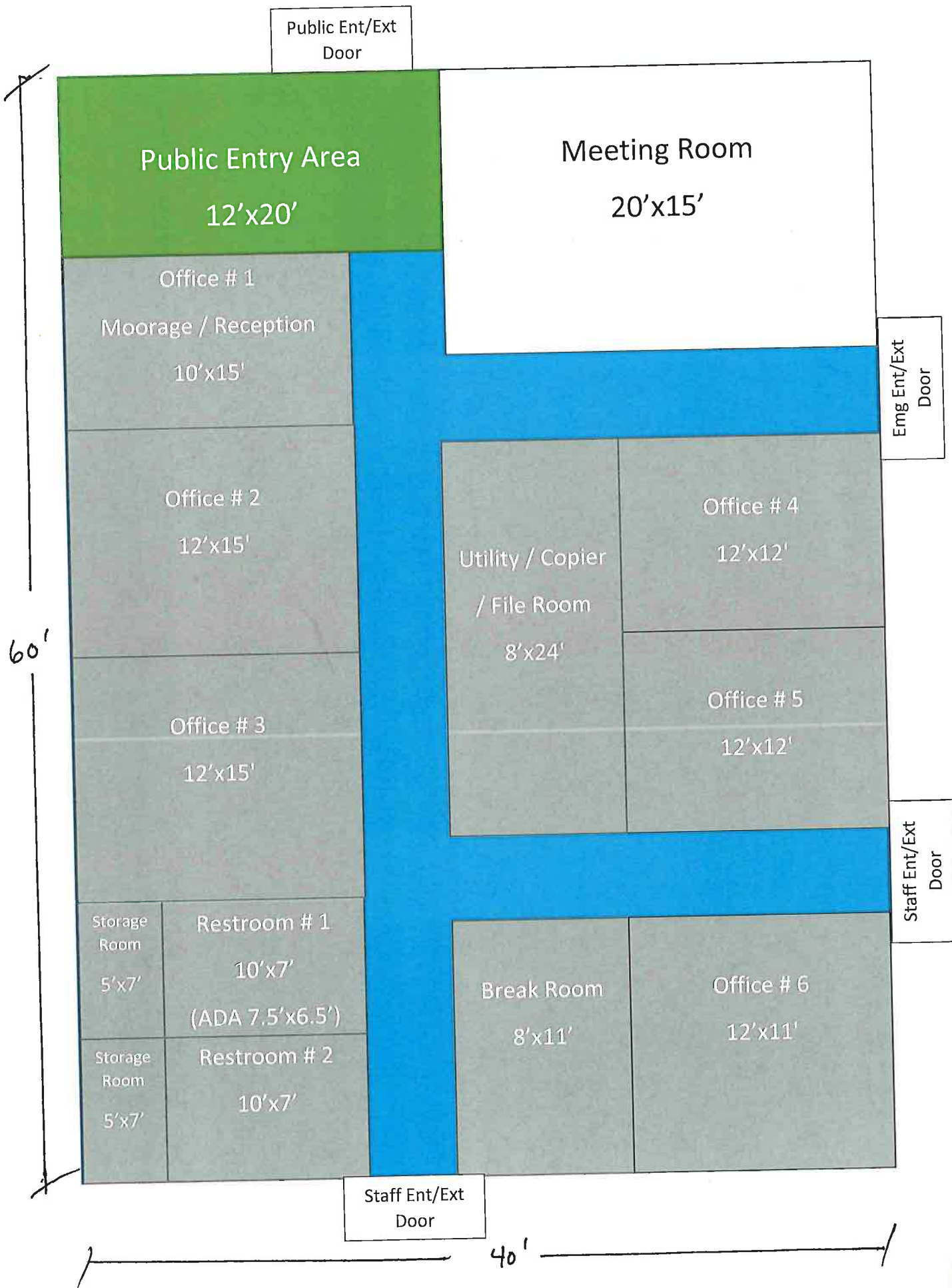


New Port Office locations by area, potential issues and Staff recommended by number (1 being highest and 6 lowest):

<p>Area # 1</p> <p>Site construction ready</p> <p>Visible from Lower Harbor Road and utilities are close</p> <p>Outside SHPO archaeological site boundary</p> <p>Development of undeveloped Port land</p>	<p>Area # 4</p> <p>Site not construction ready</p> <p>Existing Port Office demolished and relocated while construction is done</p> <p>Visible from Lower Harbor Road and utilities are available</p> <p>Outside SHPO archaeological site boundary</p>
<p>Area # 2</p> <p>Site construction ready</p> <p>Inside SHPO archaeological site boundary</p> <p>Sewer system would be needed with pump and trenching to LHR</p> <p>Close to new boardwalk and water & power</p> <p>Low visibility from Lower Harbor Road</p>	<p>Area # 5</p> <p>Site not construction ready</p> <p>Internet cable service would need to be relocated</p> <p>Outside SHPO archaeological site boundary</p> <p>Interferes with retail, restaurant and event space</p> <p>Low visibility from Lower Harbor Road</p>
<p>Area # 3</p> <p>Site construction ready</p> <p>Visible from Lower Harbor Road and utilities are close</p> <p>Outside SHPO archaeological site boundary</p> <p>Reduces boat storage revenue</p>	<p>Area # 6</p> <p>Site construction ready</p> <p>Visible from Lower Harbor Road and utilities are close</p> <p>Outside SHPO archaeological site boundary</p> <p>Reduces boat storage revenue and public access to site a problem</p>

Port of Brookings Harbor Area # 1





Lde

Port of Brookings Harbor

Item #	Item	Description	Quantity	Unit Measure	Unit Price	Estimated Cost
1	Steel Building	40'x60' Building	1	Each	28,000.00	28,000.00
2	Concrete	40'x60' concrete slab & sidewalks	95	Cubic Yard	180.00	17,100.00
3	Steel Building	Erection	1	Each	10,000.00	10,000.00
4	Office Rooms	Drywall, Insulation, Electrical, Carpet, Lighting, Doors, Windows, etc..	10	Each	3,500.00	35,000.00
5	Common Space	Drywall, Insulation, Electrical, Carpet, Lighting, Doors, Windows, etc..	1	Each	5,000.00	5,000.00
6	Heating & Air Cond.	Heating & air conditioning unit with ducting	1	Each	25,000.00	25,000.00
7	Bathroom	ADA restroom with toilet and sink	2	Each	4,000.00	8,000.00
8	Sewer System	Holding tank, pump and line to main sewer	1	Each	15,000.00	15,000.00
9	Water	Water meter and plumbing	1	Each	5,000.00	5,000.00
10	Power	Electrical meter and panel	1	Each	5,000.00	5,000.00
11	Permits	County, Sewer, Water, Power & SHPO	1	Each	15,000.00	15,000.00
Estimated Sub Total						168,100.00
12	Contingency	Unknown costs or change orders	1	Each	30,000.00	30,000.00
Estimated Total						198,100.00

portmanager@portofbrookingsharbor.com

From: Zach Freis <ZFreis@rhinobldg.com>
Sent: Friday, August 28, 2020 1:56 PM
To: portmanager@portofbrookingsharbor.com
Subject: Quote from Rhino Steel Building Systems
Attachments: Rhino Colors-Difference.pdf; Gary Dehlinger 40x60x12 Draws.pdf; Gary Dehlinger 40x60x12.pdf

I ran this with straight columns and flush girts which gets you an additional 80' of interior useable space. The attached quote includes delivery to your jobsite and has been adjusted to the recommended building codes/loads for your area. Confirm these loads with local officials before ordering, as they can sometimes change without warning.

Thanks,

Zachary Freis

Rhino Steel Building Systems
Ph:940.220.5196 : Fax:888.687.3602
Years in Business: 20
BBB Rating—A+
M23:11



RHINO STEEL BUILDING SYSTEMS

4305 I-35 North - Denton, TX 76207 www.rhinobldg.com
 Phone: 940.220.5196 Fax: 888.687.3602 Toll Free: 888.320.7466

Over 44% repeat and referral business in 2018

Quoted by:	Zach Freis
Quote:	082820-03

CUSTOMER INFORMATION

Name:	Gary Dehlinger	County:	Curry	Date:	8/28/2020
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BUILDING SPECIFICATIONS

Width:	40	Bldg Code:	OSSC-2019	Live Load:	20	Wall Color:	Choice of Colors
Length:	60	Collateral Load:	1	Bay Spacing:	20	Roof Color:	Choice of Colors
Eave Ht:	12	Wind Load:	110/EXP C	# Bays:	3	Trim Color:	Choice of Colors
Roof Pitch */12:	4.0	Ground Snow:	29G//20R	Girt Condition:	Flush	Column:	Straight

ACCESSORIES

Walk Doors:	2 - 3'x7', Solid, Lever Lock and Key, Insulated, Self Framing	Included
Framed Openings:	1 - 6070 with Full Cover Trim-Door not provided by Rhino	Included
Windows:	By others	
Gutters & Downs:	Gutters and Downspouts on Both Sidewalls*Northern Gutter System	Included
Sky/Wall Lights:	3'x11' Wall/Sky Light W/Girt to Girt Framing(\$250 Each)	Option
Door Canopies:	4'x4' or 4'x7' Door Canopy Kit(\$656/\$1082)	Option
Vents:	9"x10' Galvalume Ridge Vents with Damper, Screen and Chain(\$578 EACH)	Option
Insulation:	All Bldg - 6" R-19, WMP-50 Backing(Polypropylene Facing/Metallized Polyester Backing-\$4708.07)	Option
Overhead Doors:	By others	
Notes:	Clear Span, Base Channel and Trim	Included

RHINO STEEL BUILDINGS - STANDARD FEATURES and BENEFITS

*******LIFETIME STRUCTURAL WARRANTY******* 25 years on all silicon polyester roof and wall panels from chalking or fading. 40 years on all Kynar roof and wall panels from chalking or fading.

26 Gauge PBR Panels – Rhino Standard PBR for roof and wall panels feature extra overlap for increased strength and water resistance.

Base Trim – A colored steel edge that the wall panel rests on resulting in two major benefits: eliminates the need for concrete sheet notch and prevents panels from resting on concrete which may later cause rusting.

Full Cover Trim – added to all framed openings to enhance looks and resulting in more finished look.

Weather Proofing – At base, eave and rake. Another standard feature that includes closures strips, mastic, and flashing to ensure a weather tight building.

Price includes - 3 sets of engineer stamped drawings and anchor bolt plans.

Freight	Included
Sales Tax (If Applicable):	Not Included
Total Building Price	\$ 27,201.30


- * 25% Deposit Required w/ Order
- * Remaining Balance Due C.O.D.
- * Anchor bolts are not included.
- * Price is Valid for 15 days

Customer is responsible for confirming loads with local authority.


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RHINO[®]

STEEL BUILDING SYSTEMS

 Cool White SRI 85

 Polar White SRI 69

 Ash Gray SRI 40


Wells


 Old Town Gray SRI 53

Steel Gray SRI 12


Burnished Slate SRI 7

Burgundy SRI 12


 Colonial Red SRI 32

 Patriot Red SRI 32

Light Stone SRI 62 

Surfsand SRI 38 

Aztec Gold SRI 67 


Sahara Tan SRI 47 

Koko Brown SRI 9

Fern Green SRI 26

Evergreen SRI 10

Aspen Green SRI 30 

Colony Green SRI 39 

Hawaiian Blue SRI 22

Trim: Roof
Royal Blue SRI 9



WBCCITX VERSION 1



THE RHINO STEEL BUILDING DIFFERENCE

ALL STEEL BUILDINGS ARE NOT ALIKE

All metal buildings companies are not alike. At RHINO Steel Building Systems, our exceptional prefab steel buildings and our first-rate customer service set us apart from the common herd in what we call "The RHINO Difference."

THE PRODUCT

First of all, while our premium steel buildings are priced competitively, they also incorporate many top-quality features as part of the standard package which are not included in low-budget metal buildings. The RHINO Difference delivers greater durability, increased value, and far superior weather resistance to your new structure. After all, your new building—whether it is an agricultural, commercial, or industrial project, or for your own personal use—is an investment. You want the strongest, most durable building possible, and one that will retain its value, attractiveness, and functionality for the longest period of time.

All standard RHINO prefab steel buildings provide these value-added benefits as part of The RHINO Difference:

- 100% commercial-grade rigid-steel framing.
- Prefabricated framing components with all the pieces cut to length, welded to shape, and drilled for simple bolt-together assembly.
- Clips already welded to the frames for easy attachment of girts and purlins.
- High-strength bolts and nuts for strong framing connections.
- Framing for a door opening up to 30' wide.
- Steel building trim in your choice of colors. (See Panel Colors Page for color choices.)
- Fast delivery in 6-7 weeks from receipt of order (with some basic designs available in as little as 4 weeks).
- A guarantee that the framing will meet or exceed all local building codes *for the lifetime of the building!*
- Cover trim for all framed openings.
- Bill of Lading listing all parts shipped.

- 3 sets of Engineer-Stamped Plans with a Letter of Certification.
- A steel anchor-bolt plan.
- A 49-page Installation Manual and a Construction DVD.

Plus all these superior weatherproofing and quality-enhancing benefits are included as part of our standard package:

RHINO SELF-DRILLING FASTENERS AND WASHERS



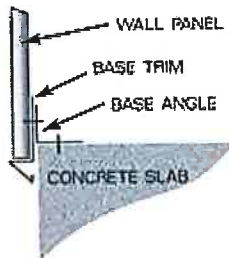
RHINO supplies self-drilling cast zinc aluminum fasteners for Galvalume® sheathing as standard with all models. A lifetime warranty ensures no red rust will form on the cast zinc head. A strong, abrasive-resistant, long-lasting EPDM sealing washer provides a tight waterproof seal even under the harshest weather conditions. The seal is also protected from ozone and ultraviolet damage. The result is stronger, more durable prefab steel buildings.

BETTER QUALITY STANDARD PANELS



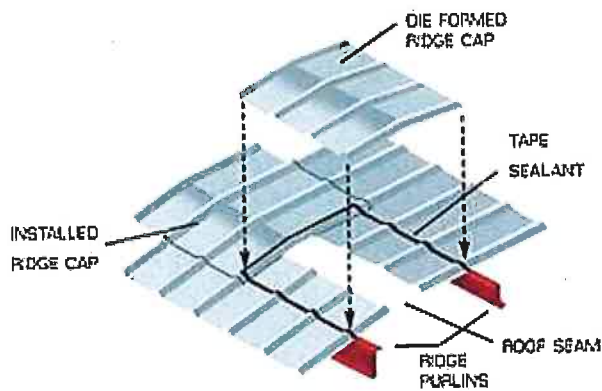
Strong PBR (Purlin Bearing Rib) roof and wall panels of 26-gauge high-tensile steel are standard in RHINO's metal building kits. These attractive and durable PBR panels feature extra overlap (*see below*) for increased strength and extra water resistance. Our sturdy steel panels are coated with Galvalume® for weather protection, then the color is baked on top of the Galvalume® for an additional layer of protection. The Galvalume® coating and the color coating, comes with a 25-year warranty. Other metal buildings use ordinary "R" panels with shorter overlap, producing less metal-to-metal contact and a weaker connection. (See our steel building Panel Colors Page for all the striking panel color choices available with RHINO prefab steel buildings.)

FORMED BASE TRIM



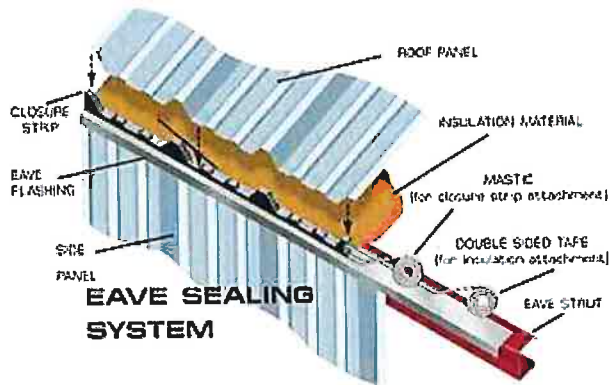
The formed base trim employed at the bottom of the wall panels provides a colorful steel edge on which the wall panel rests, producing two major benefits. One, this eliminates the need for a 1-1/2" notch in the concrete around the perimeter of the slab. Thus, your panel will not rest on the concrete, which may later cause rusting. Secondly, the formed base trim typically saves an average of 4 yards of concrete on a 5,000 sq. ft. building—an **average \$300 savings on the concrete**. The base trim is available in the same matching colors as the wall panels. (See the Panel Colors Page for the color choices with RHINO prefab steel buildings.)

RHINO RIDGE CAPS



RHINO's die-formed metal ridge caps conform to all standard panel shapes, providing a much snugger seal at the roof seam. This ensures a metal-to-metal contact for a tighter seal and improved pest control in RHINO prefab steel buildings.

WEATHERPROOFING



Another standard RHINO weatherproofing feature is the sealing system of specially designed foam rubber "closure strips" at all eaves, base, and roof. The mastic and double-sided tape for the closure strips is also included as part of the standard package.

While our standard package works for almost every application imaginable, there are many options available from RHINO to further enhance your building to fit your specific needs in prefab steel buildings. See our [Options Page](#) for more information.

THE SERVICE

Our top-quality product is just one part of **The RHINO Difference**. Another reason RHINO enjoys such incredible customer loyalty is our first-class customer service. Our friendly and experienced building specialists really know the metal building business—and the RHINO steel building system—inside and out.

Each member of our sales team has many years in the metal building business, and the average tenure with RHINO is 10.3 years. That says a lot about the company and the caliber of its top-notch customer service team. They are prepared to answer any question you may have about prefab steel buildings. Over the years our building specialists have encountered almost every construction situation you can imagine, so they are well able to find a solution for your every need. They can assist you in choosing the right building, the right size, and with the right options to best accommodate your specific requirements for prefab steel buildings.

EXTREMELY HIGH REPEAT AND REFERRAL RATE

Two things confirm customers notice and appreciate **The RHINO Difference**. First of all 39.1% of all our business in the past year has come from either satisfied customers

returning to place new orders, or from first-time buyers referred to us by previous RHINO customers. It is a testament to our product and our service that RHINO has continued to grow and flourish in recent years, while many other metal building companies have closed down.

RHINO has also earned an **A+** rating from the Better Business Bureau.

SALES ALL ACROSS NORTH AMERICA

RHINO Steel Building Systems has been an industry leader in prefab steel buildings since its inception over 15 years ago. Thousands of RHINO steel-framed buildings have been erected in all 50 states, Canada, and Mexico. Our metal buildings can be shipped directly to you from multiple factories across the U.S. to reduce shipping costs. We have taken the time and resources to receive sales tax certification from every state which requires sales tax. We know your state and the business regulations it requires so you can successfully get your metal building erected.

ERECTION NOTES

1. All bracing shown and provided by Rhino for this building is required and shall be installed by the erector as a permanent part of the structure ("Code of Standard Practice for Steel Buildings and Bridges" in the AISC Manual; Section 7.10).
2. Temporary supports, such as guys, braces, falsework, cribbing or other elements required for the erection operation shall be determined and furnished by the erector ("Code of Standard Practice for Steel Buildings and Bridges" in the AISC Manual; Section 7.10.3).
3. Normal erection operations include the correction of minor misfits by moderate amounts of reaming, chipping, or cutting and the drawing of elements into line through use of drift pins. Errors which require major changes in the member configuration are to be reported immediately to Rhino by the customer to enable whoever is responsible either to correct the error or to approve the most efficient and economic method of correction to be used by others ("Code of Standard Practice for Steel Buildings and Bridges" in the AISC Manual; Section 7.14).
4. Erection tolerances are set forth in AISC Code of Standard Practice 7.13 except that individual members are considered plumb, level and aligned if the deviation does not exceed 1:500. Variations in finished overall dimensions of structural steel framing are deemed within the limits of good practice when they do not exceed the cumulative effect of rolling, fabricating, and erection tolerances.
- 4.1. When crane support systems are part of the metal building system erection tolerances Section 6.8, Common Industry Practices, 2012 MBMA Metal Building Systems Manual shall apply. To achieve the required tolerances grouting of the columns and shimming of the runway beams may be required. The customer shall provide grout if required. The contractor erecting the runway beams is responsible for shimmmg, plumbing, and leveling of the runway system. When aligning the runway beams the alignment shall be with respect to the beam webs so that the center of the aligned rail is over the runway web.
5. As a general rule field welding is not used to assemble a metal building system. In cases where the drawings indicate field welding and in cases where approved corrections are to be made by field welding the following requirements shall be met:
- 5.1. Welders must be qualified by an independent testing agency, with suitable documentation to AWS D1.1 Structural Welding Code - Steel or AWS D1.3 Structural Welding Code - Sheet Steel as applicable, for the processes, positions, and materials involved.
- 5.2. All welds must be made in conformance to a documented and approved Welding Procedure Specification (WPS). All joints which are not prequalified must be supported by a certified Procedure Qualification Record (PQR) by an independent testing agency.
6. All documentation and records shall be the responsibility of the customer.
7. Any claims or shortages by buyer must be made to Rhino within seven (7) working days after delivery, or such claims will be considered to have been waived by the customer and disallowed. All claims should be directed to Rhino Steel Buildings Customer Service Department.
8. Claims for correction of alleged misfits will be disallowed unless Rhino shall have received prior notice thereof and allowed reasonable inspection of such misfits. Ordinary inaccuracies of shop work shall not be construed as misfits. No part of the building may be returned or charges assessed for alleged misfits without prior approval from Rhino.
9. Neither Rhino nor the customer will cut, drill or otherwise alter their work, or the work of other trades to accommodate other trades unless such work is clearly specified in the contract documents. Whenever such work is specified the customer is responsible for furnishing complete information as to materials, size, location, and number of alterations prior to preparation of shop drawings ("Code of Standard Practice for Steel Buildings and Bridges" in the AISC Manual; Section 7.15).
10. Rhino Steel Buildings Field Modifications Policy:
- 10.1. Rhino will only be responsible for the field-modified parts designed and approved by the Rhino Engineering Department.
- 10.2. Any field modifications designed by third parties may not be approved by Rhino and may limit Rhino's warranty and liability.
- 10.3. Rhino makes no warranty and hereby disclaims any responsibility with respect to the design, engineering, or construction of any field-modified parts performed by third parties.
11. WARNING - SOME PANELS AND TRIM PARTS ARE FURNISHED WITH A PROTECTIVE PEEL-OFF FILM. PARTS PROVIDED WITH THIS FILM CANNOT BE EXPOSED TO SUNLIGHT WITHOUT FIRST REMOVING THE FILM. THIS FILM MUST BE REMOVED PRIOR TO INSTALLATION. FILM MUST ALSO BE REMOVED FROM ALL NON EXPOSED PARTS WITHIN SIX FROM FILM APPLICATION OR IRREPARABLE DAMAGE WILL OCCUR TO THE SURFACE. CLAIMS WILL NOT BE ACCEPTED FOR THIS ISSUE.

GENERAL FRAMING NOTES

1. Angles are marked by their length in feet and inches.
2. Field cut or lap angles as required to fit.
3. Flange braces are marked by their length in decimal inches.
4. Outside flange of girt turns down unless noted.
5. Endwall girts and eave struts do not lap.
6. Field cut and self-lap girts at walk doors.
7. Field slot girts for brace rods or cables.
8. Field locate windows and walk doors.
9. Field weld all splices at 14 gauge valley gutters.
10. Locate top of roof framed openings flush with the pan of the roof panel.
11. Some field drilling at framed openings may be required. Field drill 9/16" diameter holes.
12. Sub-jamb's for overhead or roll-up doors, if required, are not furnished by Rhino.

GENERAL SHEETING & TRIM NOTES

1. Refer to erection drawings for rake angle locations.
2. Roof member screws are on 12" centers at the intermediate purlins. The spacing at the eave, end lap, and peak purlins are as shown.
3. Wall member screws are on 6" centers at the base member and 12" centers for all remaining members.
4. Roof stitch screws are located (1) at each member and (2) between members spaced evenly apart (20" maximum spacing).
5. Wall stitch screws are located (1) at each member then spaced evenly apart between members with the spacing not to exceed 20".
6. Skylight stitch screws are at 6" o.c.
7. Start endwall panels at centerline of bldg. unless noted.
8. Gutter, rake, & eave trim lap 2". All other trims lap 1".
9. Field cut or lap panels as required to fit.
10. Field cut panels for all openings.
11. Pop rivet gutter counterflashing to wall panel on 3'-0 centers and caulk all laps.
12. Gutter support strap spacing: Super Span 36", Super Seam 48", Weather Lok-16 32".
13. Downspout strap spacing: 4" x 4" 8'-0 o.c. max, larger downspouts 5'-0 o.c max.
14. Corner and/or peak boxes are not furnished with trim profiles. Field miter as req'd.
15. Hot-rolled or built-up members must be pre-drilled before attaching members screws.
16. Metal shavings must be swept from the roof each day to avoid surface rusting.
17. Windows and louvers must be installed before sheeting the walls.
18. For clarity, tape sealant, closures, etc. may not be shown. Refer to the appropriate standing seam technical/erection manual or standard details for through-fastened (screw-down) type roof systems for additional installation instructions.

GENERAL SPECIFICATIONS

1. Wall and liner panels are an integral part of the structural system. Unauthorized removal of panels or cutting panels for framed openings not shown is prohibited.
2. Oil-canning, a perceived waviness inherent to light gauge metal, may exist. This condition does not affect the structural integrity or the finish of the panel, and therefore is not a cause for rejection.
3. Rhino's red-oxide and gray oxide primer designed for short term field protection from exposure to ordinary atmospheric conditions.
4. All bolts are 1/2" x 1-1/4" A307 unless noted. Refer to the erection drawings for specific framing connections and the cross-section(s) for main frame connections.
5. All high strength bolts are A325 unless specifically noted otherwise. All high strength bolts (A325, A490) are to be installed using the turn-of-the-nut method specified in the "Specification for Structural Joints Using ASTM A325 or A490 Bolts" in the AISC Manual. Unless noted otherwise, all bolted connections are designed as bearing type connections with bolt threads not excluded from the shear plane.
6. Any type of suspended or load inducing system(s) is prohibited if zero collateral and zero sprinkler loads are designated on the contract. This would include lights, duct work, piping, insulation types other than 3" standard duty fiberglass blanket insulation, etc.

RESPONSIBILITIES

1. The Rhino Customer, hereafter referred to as the "customer", obtains and pays for all building permits, licenses, public assessments, paving or utility pro rata, utility connections, occupancy fees and other fees required by any governmental authority or utility in connection with the work provided for in the Contract Documents. The customer provides at his expense all plans and specifications required to obtain a building permit. It is the customer's responsibility to ensure that all plans and specifications comply with the applicable requirements of any governing building authorities.
2. The customer is responsible for identifying all applicable building codes, zoning codes, or other regulations applicable to the Construction Project, including the metal building system.
3. It is the responsibility of the customer to interpret all aspects of the End User's specifications and incorporate the appropriate specifications, design criteria, and design loads into the Order Documents submitted to Rhino.
4. It is the responsibility of Rhino, through Rhino's Engineer, to design the metal building system to meet the specifications including the design criteria and design loads incorporated by the Contractor into the Order Documents. Rhino is not responsible for making an independent determination of any local codes or any other requirements not part of the Order Documents.
5. Rhino Steel Buildings' standard specifications apply unless stipulated otherwise in the Contract Documents. Rhino design, fabrication, quality criteria, standards, practice, methods and tolerances shall govern the work any other interpretations to the contrary notwithstanding. It is understood by both parties that the customer is responsible for clarifications of inclusions or exclusions from the Architectural plans.
6. In case of discrepancies between Rhino's structural steel plans and plans for other trades, Rhino's shall govern ("Code of Standard Practice for Steel Buildings and Bridges" in the AISC Manual; Section 3.3).
7. The customer is responsible for overall project coordination. All interface, compatibility and design considerations concerning any materials not furnished by Rhino and Rhino's steel system are to be considered and coordinated by the customer. Specific design criteria concerning this interface between materials must be furnished before release for fabrication or Rhino's assumptions will govern.
8. Anchor rods and foundation bolts are designed, furnished, and set by the customer in accordance with an approved drawing. Dimensional accuracy shall satisfy the requirements of Section 7.5.1 of "Code of Standard Practice for Steel Buildings and Bridges" in the AISC Manual.
9. All other embedded items or connection materials between the structural steel and the work of other trades are located and set by the customer in accordance with approved location on erection drawings. Accuracy of these items must satisfy the erection tolerance requirements.
10. Rhino does not investigate the influence of the metal building system on existing buildings or structures. The End Customer assures that such buildings and structures are adequate to resist snow drifts, wind loads, or other conditions as a result of the presence of the metal building system.

ROOF PANEL

Profile: Super Span X Gauge: 26 Color: NEED COLOR
UL580 Class 90: Yes
Clip Type if Standing Seam:

WALL PANEL

Profile: Super Span X Gauge: 26 Color: NEED COLOR

BUILDING DESIGN CODES

Building Code: OSSC19
Steel Specification: AISC16
Cold-Formed Specification: NAUS16

GENERAL LOADS

Roof Dead Load: Metal Bldg. Only
Roof Collateral Load: 1 psf
Sprinkler Load: psf
Roof Live Load: 20.00 psf
Tributary Live Load Reduction: No
Rainfall Intensity (5 Min Duration): 4.0000 in/hr

WIND LOAD

Wind Speed (3-sec gust) Vult: 110 mph
Vasd: 1.00 mph
V service: 1.00 mph
Wind Exposure Category: C
Wind Condition: Enclosed
Internal Pressure Coefficient (GCpf):
Edge Zone Width: Ft

SNOW LOAD

Roof Snow Load (Pf): 20.3 psf
Ground Snow Load (Pg): 29 psf
Snow Exposure Factor (Ce): 1.0000
Snow Load Importance Factor (Is): 1.00
Thermal Factor (Ct): 1.00

PRIMARY FRAMING

Built-Up & Hot-Rolled: Red Oxide Primer

SECONDARY FRAMING

Purlins, Eave Struts: Red Oxide Primer
Girts, Light Gage Columns: Red Oxide Primer
Light Gage Jamb's & Headers: Red Oxide Primer

Hot-Dip Galvanizing conforms to the ASTM A123 specification.
Pre-Galvanized members conform to the ASTM A653, Grade 50,
Coating G-90 specification.

DEFLECTION CRITERIA

Main Frames Lateral:	H/60	Roof Panels:	L/120
Main Frames Vertical:	L/180	Purlins:	L/150
Bearing Frame Rafter:	L/180	Wall Panels:	L/60
Endwall Columns:	L/90	Girts:	L/60

SEISMIC LOAD

Occupancy Category:
Seismic Importance Factor (Ie): 1.00
Spectral Response Acceleration (Ss): 2.19
Spectral Response Acceleration (S1): 1.01
Site Class: D
Spectral Response Coefficients (Sds): 1.748
Spectral Response Coefficients (Sd1): 1.143
Seismic Design Category: E

Basic Seismic Force Resisting Systems*:

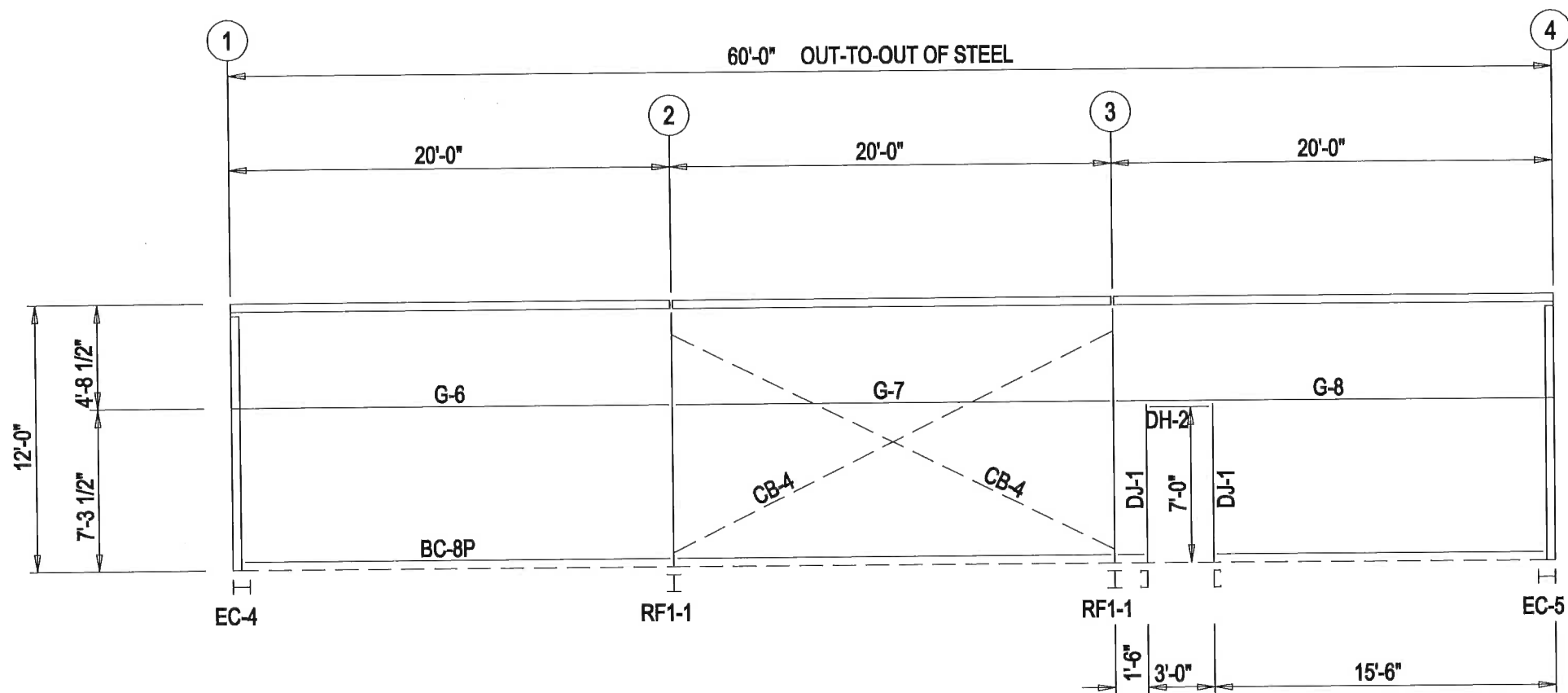
	Longitudinal	Lateral
Total Design Base Shear:	7.89 Kips	7.61 Kips
Sesimic Response Coefficient(s) (Cs):	0.538	0.5
Response Modification Factor(s) (R):	3.25	3.5
Deflection Amplification Factor(s):		
Analysis Procedure: Equivalent Lateral Force		

* Ordinary Steel Concentrically Braced Frame(s)
and/or Ordinary Steel Moment Frame(s)

DRAWING STATUS	
<input checked="" type="checkbox"/>	PRELIMINARY - NOT FOR CONSTRUCTION: These drawings are by definition not final in that, as a minimum, piece markings are not identified. Only drawings issued "For Erection" can be considered final.
<input type="checkbox"/>	FOR CONSTRUCTION: These drawings are used for anchor bolt setting. Piece markings are not identified.
<input type="checkbox"/>	FOR ERECTION: For final / erector installation.

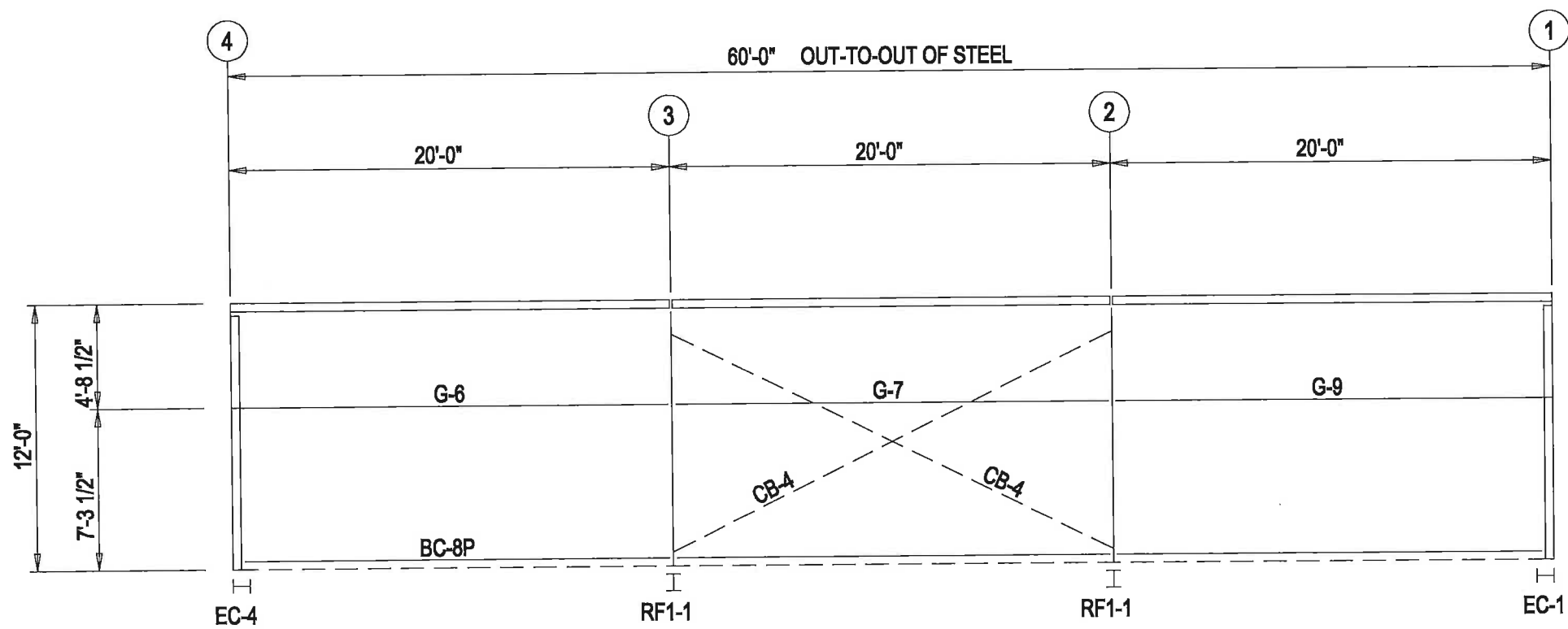
REV		DATE	DESCRIPTION	BY	CHK	DESC	BUILD SIZE
						COVER SHEET	40'-0" x 60'-0" x 12'-0"
						CUSTOMER: Rhino Steel Bldgs	LOCATION: Denton, TX 76207
						REFERENCE: Project	
						JOB SITE: City, State Zip	COUNTY: County
						SALES PERSON	DWG NO
						DATE: 8/28/20	ESTIMATE NO: 082820-03
							C1
							ISSUE





SIDEWALL FRAMING: FRAME LINE D

Rhino Steel Bldgs				
PROJECT	Project	SIDEWALL FRAMING		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF



SIDEWALL FRAMING: FRAME LINE A

Rhino Steel Bldgs				
PROJECT	Project	SIDEWALL FRAMING		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF

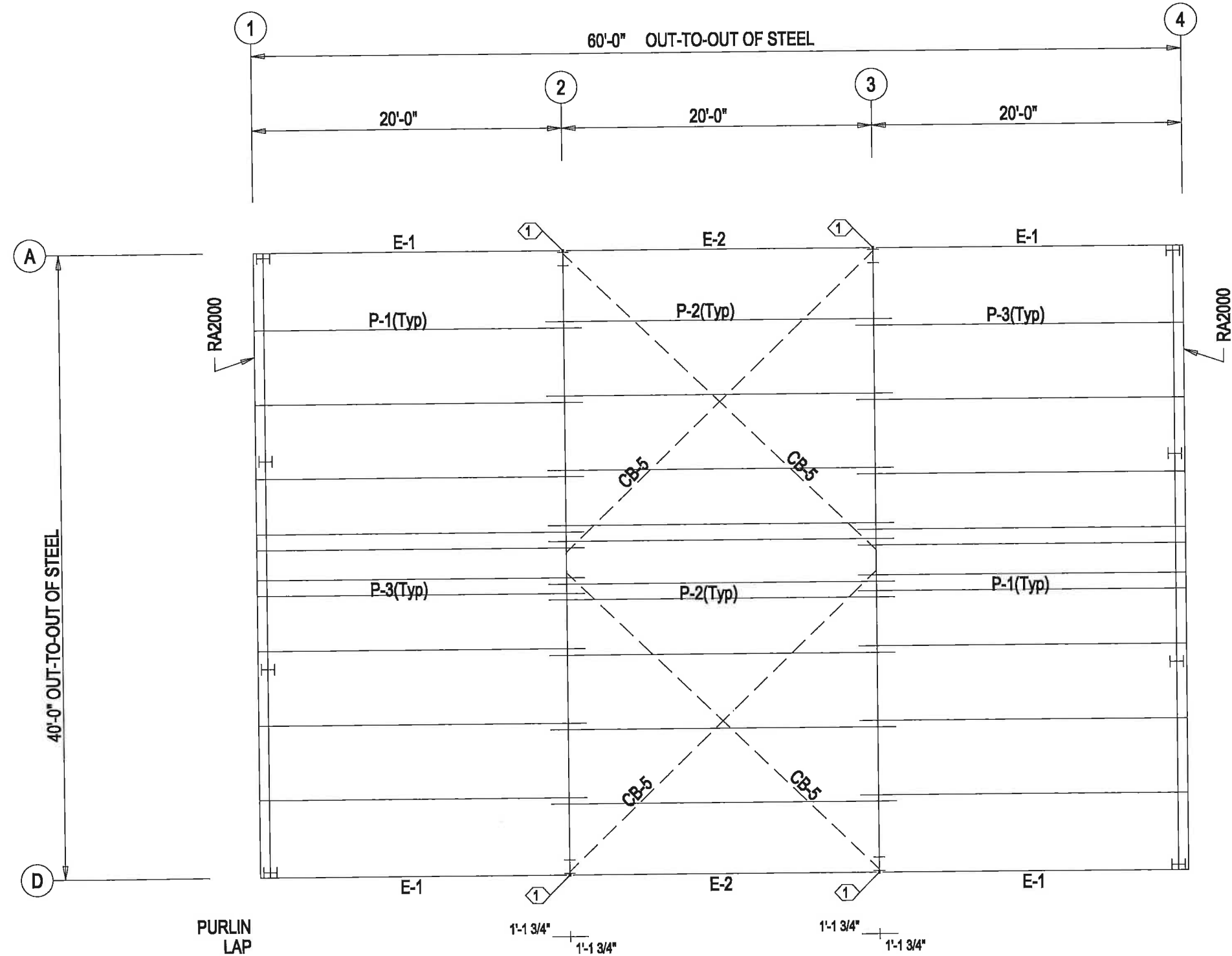
FLANGE BRACE TABLE		
FRAME LINE 4		
▽ ID	MARK	LENGTH
1	FB34.3	2'-10 1/4"

The drawing consists of two parts: a floor plan (top) and an elevation (bottom).

Floor Plan (Top): Shows a rectangular layout with a total width of 40'-0" (OUT-TO-OUT OF STEEL). The width is divided into three equal segments of 13'-0" each, with a small offset of 4" at each end. The layout includes a central square area with diagonal members labeled CB-3 and a surrounding rectangular area with horizontal members labeled G-1, G-2, G-4, and G-5. The roof is shown with a pitch of 4" on 12".

Elevation (Bottom): Shows the side profile of the building. The total height is 12'-0". The roof height is 5'-8 1/2". The wall height is 7'-3 1/2". The roof is supported by a central column labeled EC-2 and two side columns labeled EC-5 and EC-4. The roof members are labeled FB34.3 and ER-1. The wall members are labeled G-1, G-2, G-4, and G-5. The floor members are labeled DH-2 and DJ-1. The layout includes a central square area with diagonal members labeled CB-3 and a surrounding rectangular area with horizontal members labeled G-1, G-2, G-4, and G-5.

Rhino Steel Bldgs				
PROJECT	Project	ENDWALL FRAMING		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF

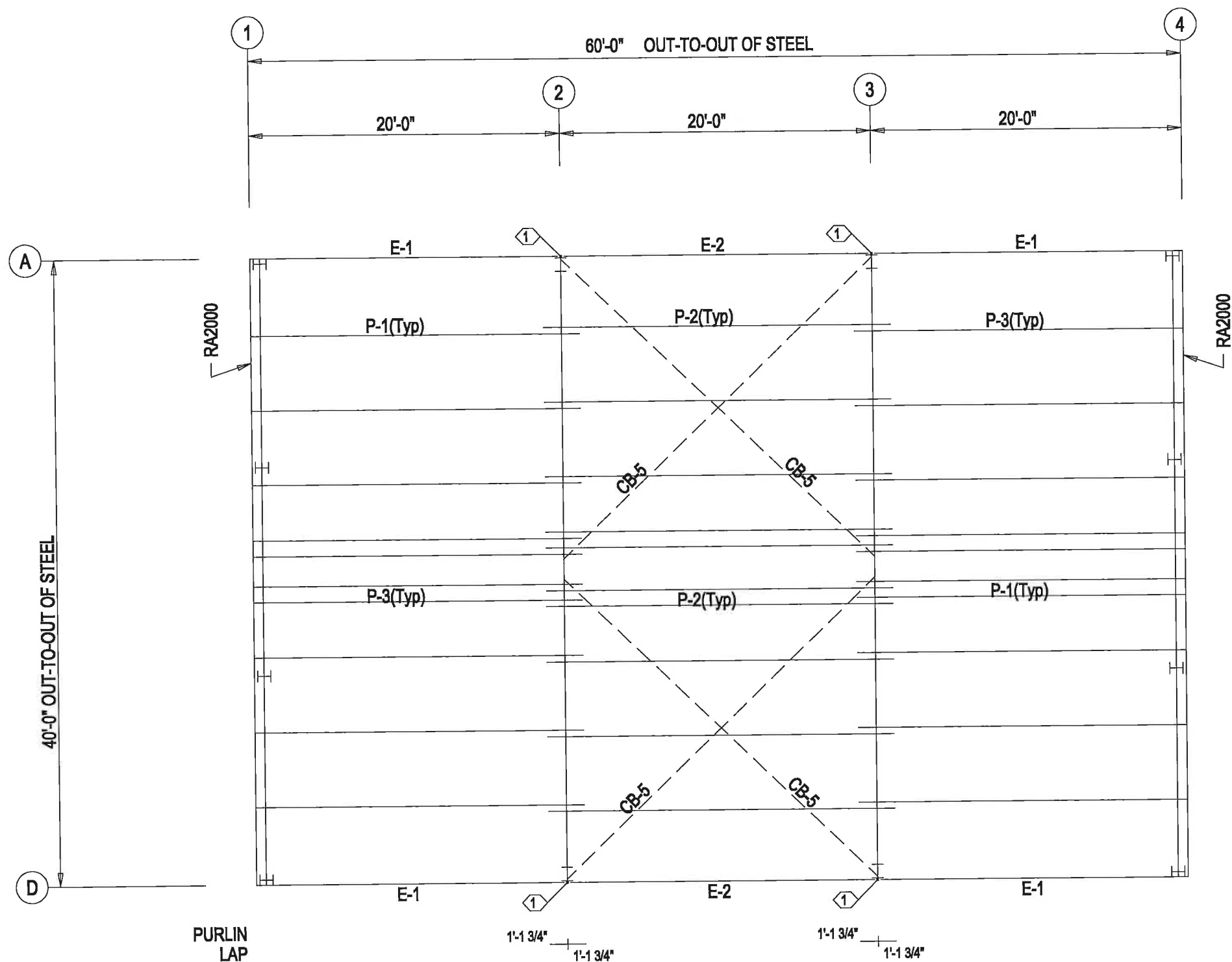


ROOF FRAMING PLAN

SPECIAL BOLTS ROOF PLAN					
◇ ID	QUAN	TYPE	DIA	LENGTH	WASH
1	4	A307	1/2"	1 1/4"	0

Rhino Steel Bldgs				
PROJECT	Project	ROOF FRAMING		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF

SPECIAL BOLTS ROOF PLAN					
◇ ID	QUAN	TYPE	DIA	LENGTH	WASH
1	4	A307	1/2"	1 1/4"	0



ROOF FRAMING PLAN

Rhino Steel Bldgs				
PROJECT	Project	ROOF FRAMING		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF

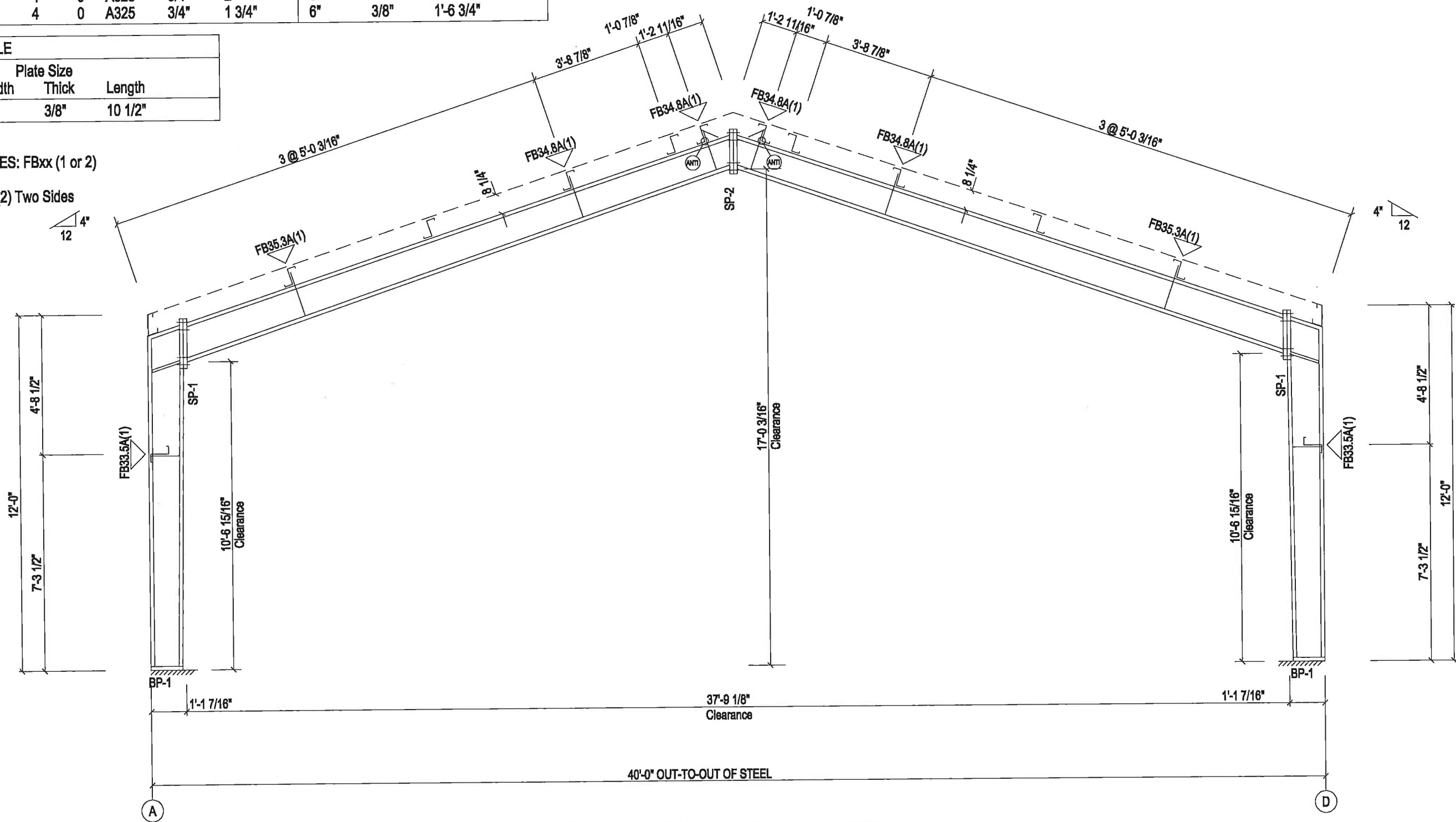
SPLICE PLATE & BOLT TABLE

Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1	4	4	0	0	A325	3/4"	2"	6"	1/2"	1'-8 7/8"
SP-2	4	4	0	0	A325	3/4"	1 3/4"	6"	3/8"	1'-6 3/4"

BASE PLATE TABLE

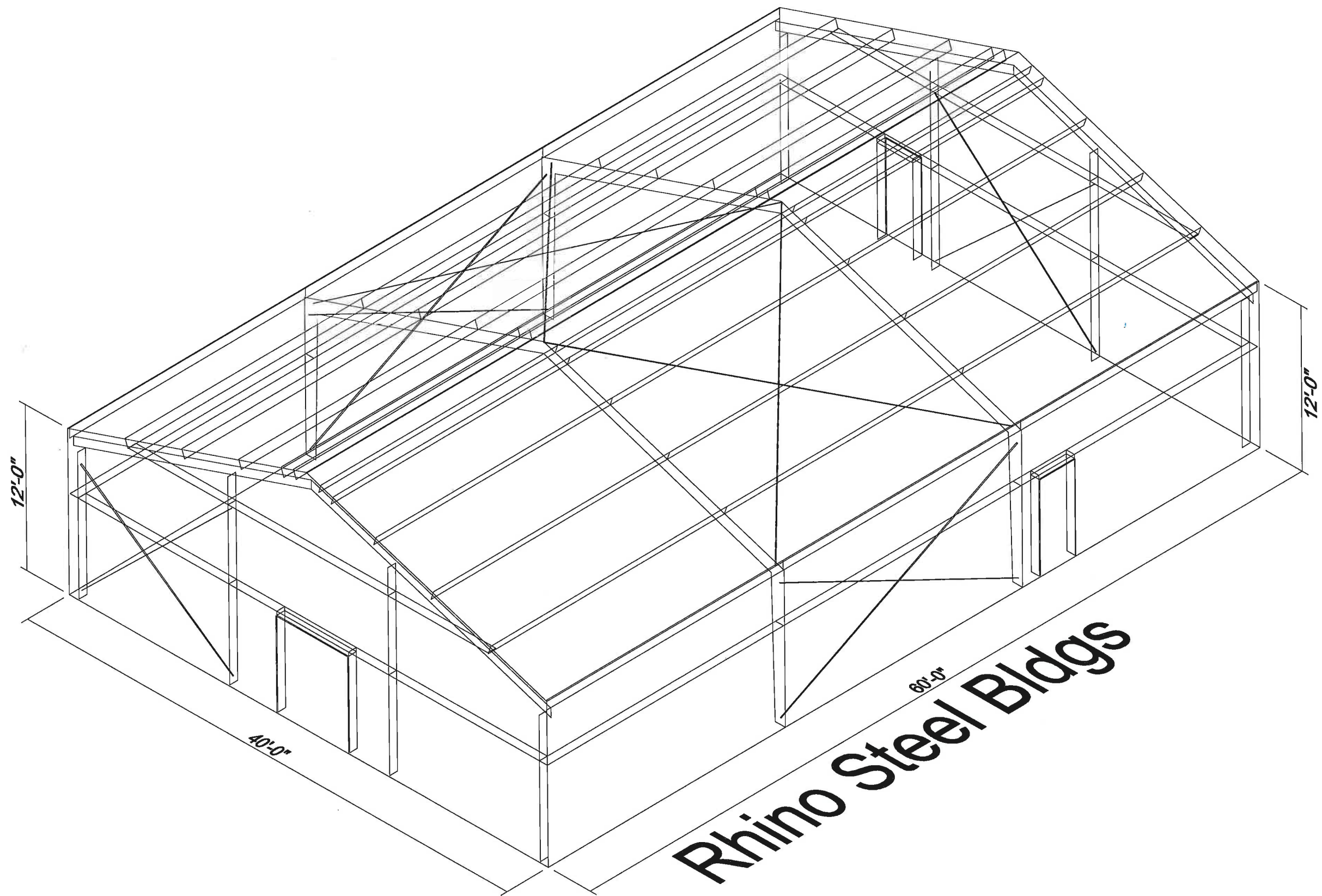
Col Mark	Plate Size		
	Width	Thick	Length
BP-1	8"	3/8"	10 1/2"

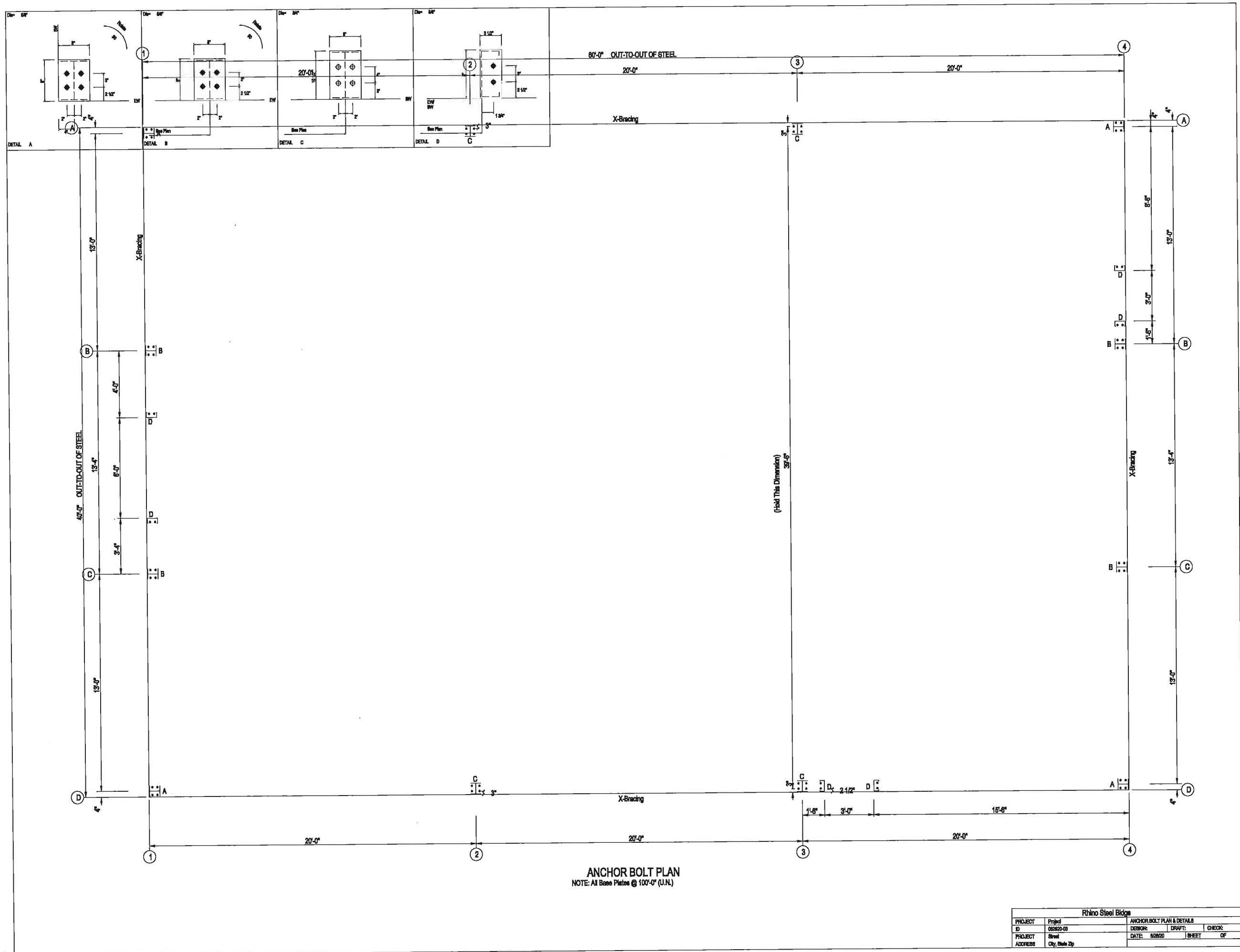
▽ FLANGE BRACES: FBxx (1 or 2)
xx=length(in)
(1) One Side; (2) Two Sides
A - FBN2214

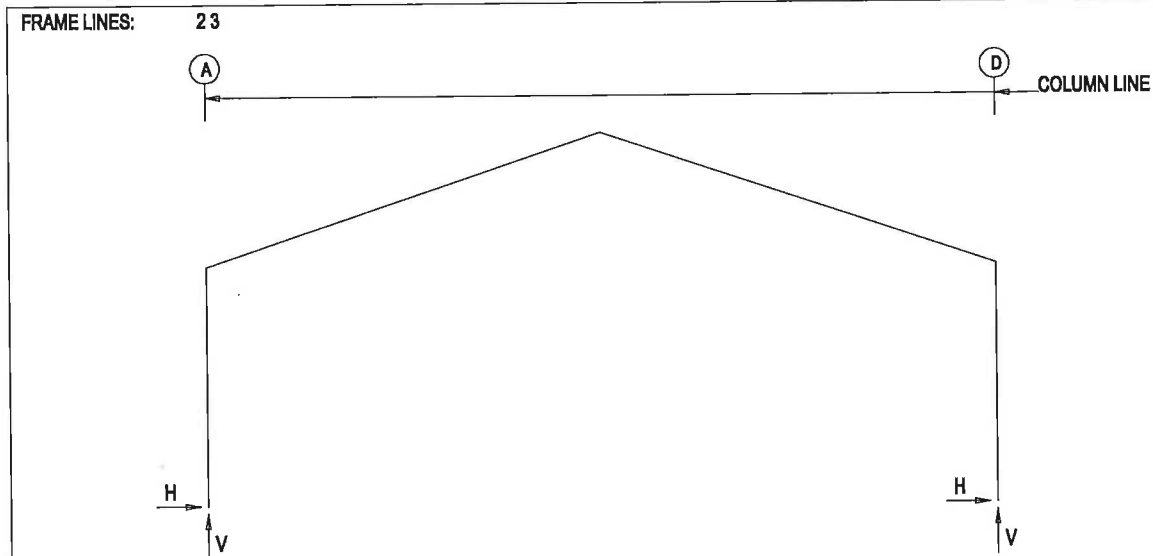


RIGID FRAME ELEVATION: FRAME LINE 2 3

Rhino Steel Bldgs				
PROJECT	Project	RIGID FRAME ELEVATION		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF







RIGID FRAME: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Anc. Bolt Dia	Base Plate (in) Width	Base Plate (in) Length	Thick	Elev. (in)
2*	A	4	0.750	8.000	10.50	0.375	0.0
2*	D	4	0.750	8.000	10.50	0.375	0.0

2* Frame lines: 2 3

ENDWALL COLUMN: ANCHOR BOLTS & BASE PLATES

Frm Line	Col Line	Anc. Bolt Qty	Anc. Bolt Dia	Base Plate (in) Width	Base Plate (in) Length	Thick	Elev. (in)
1	A	4	0.625	8.000	8.000	0.500	0.0
1	B	4	0.625	8.000	8.000	0.375	0.0
1	C	4	0.625	8.000	8.000	0.375	0.0
1	D	4	0.625	8.000	8.000	0.500	0.0
4	D	4	0.625	8.000	8.000	0.500	0.0
4	C	4	0.625	8.000	8.000	0.375	0.0
4	B	4	0.625	8.000	8.000	0.375	0.0
4	A	4	0.625	8.000	8.000	0.500	0.0

BUILDING BRACING REACTIONS

Loc	Wall Line	Col Line	Reactions(k)				Panel Shear (lb/ft)	
			Wind Horz	Wind Vert	Seismic Horz	Seismic Vert	Wind	Sels
L_EW	1	A,B	1.5	1.8	1.8	1.9		
F_SW	D	2,3	2.5	1.3	3.9	2.0		
R_EW	4	C,B	1.5	1.7	1.8	1.8		
B_SW	A	3,2	2.5	1.3	3.9	2.0		

RIGID FRAME: BASIC COLUMN REACTIONS (k)

Frame Line	Column Line	Dead		Collateral		Live		Snow		Wind Left1		Wind Right1	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
2*	A	0.5	1.2	0.2	0.4	3.7	8.0	3.8	8.1	-4.9	-7.8	0.0	-5.6
2*	D	-0.5	1.2	-0.2	0.4	-3.7	8.0	-3.8	8.1	0.0	-5.6	4.9	-7.8

Frame Line	Column Line	Wind Left2		Wind Right2		Wind Long1		Wind Long2		Seismic Left		Seismic Right	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
2*	A	-4.7	-4.6	0.2	-2.4	-0.4	-7.9	-1.3	-7.2	-1.5	-0.8	1.5	0.8
2*	D	-0.2	-2.4	4.7	-4.6	1.3	-7.2	0.4	-7.9	-1.5	0.8	1.5	-0.8

Frame Line	Column Line	Seismic Long		MIN SNOW		F1UNB_SL_L		F1UNB_SL_R	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
2*	A	0.0	-2.8	3.7	8.0	3.1	7.7	3.1	4.7
2*	D	0.0	-2.8	-3.7	8.0	-3.1	4.7	-3.1	7.7

2* Frame lines: 2 3

ENDWALL COLUMN: BASIC COLUMN REACTIONS (k)

Frm Line	Col Line	Dead Vert	Collat Vert	Live Vert	Snow Vert	Wind Left1		Wind Right1		Wind Left2		Wind Right2		Wind Press Horz
						Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	
1	A	0.3	0.1	1.1	1.1	-1.5	-3.2	0.0	0.8	-1.5	-2.5	0.0	1.8	0.0
1	B	0.6	0.2	3.0	3.0	0.0	-1.7	1.5	-4.4	0.0	-0.8	1.5	-3.5	-2.0
1	C	0.6	0.2	3.0	3.0	0.0	-1.9	0.0	-3.6	0.0	-1.1	0.0	-2.7	-2.0
1	D	0.3	0.1	1.1	1.1	0.0	-1.6	0.0	-1.3	0.0	-0.8	0.0	-0.5	0.0

Frm Line	Col Line	Wind Suct Horz	Wind Long1		Wind Long2		Sels Left		Sels Right		MIN SNOW		E1UNB_SL_L	
			Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
1	A	0.0	0.0	-0.5	-0.7	-1.8	-2.0	-2.4	0.0	3.0	0.0	1.1	0.0	1.1
1	B	2.3	0.7	-4.4	0.0	-1.2	0.0	2.3	0.0	-3.0	0.0	3.0	0.0	3.7
1	C	2.3	0.0	-2.1	0.0	-3.3	0.0	0.2	0.0	-0.2	0.0	3.0	0.0	1.3
1	D	0.0	0.0	-0.9	0.0	-1.6	0.0	-0.1	0.0	0.1	0.0	1.1	0.0	0.3

Frm Line	Col Line	E1UNB_SL_R	
		Horz	Vert
1	A	0.0	0.3
1	B	0.0	1.3
1	C	0.0	3.6
1	D	0.0	1.1

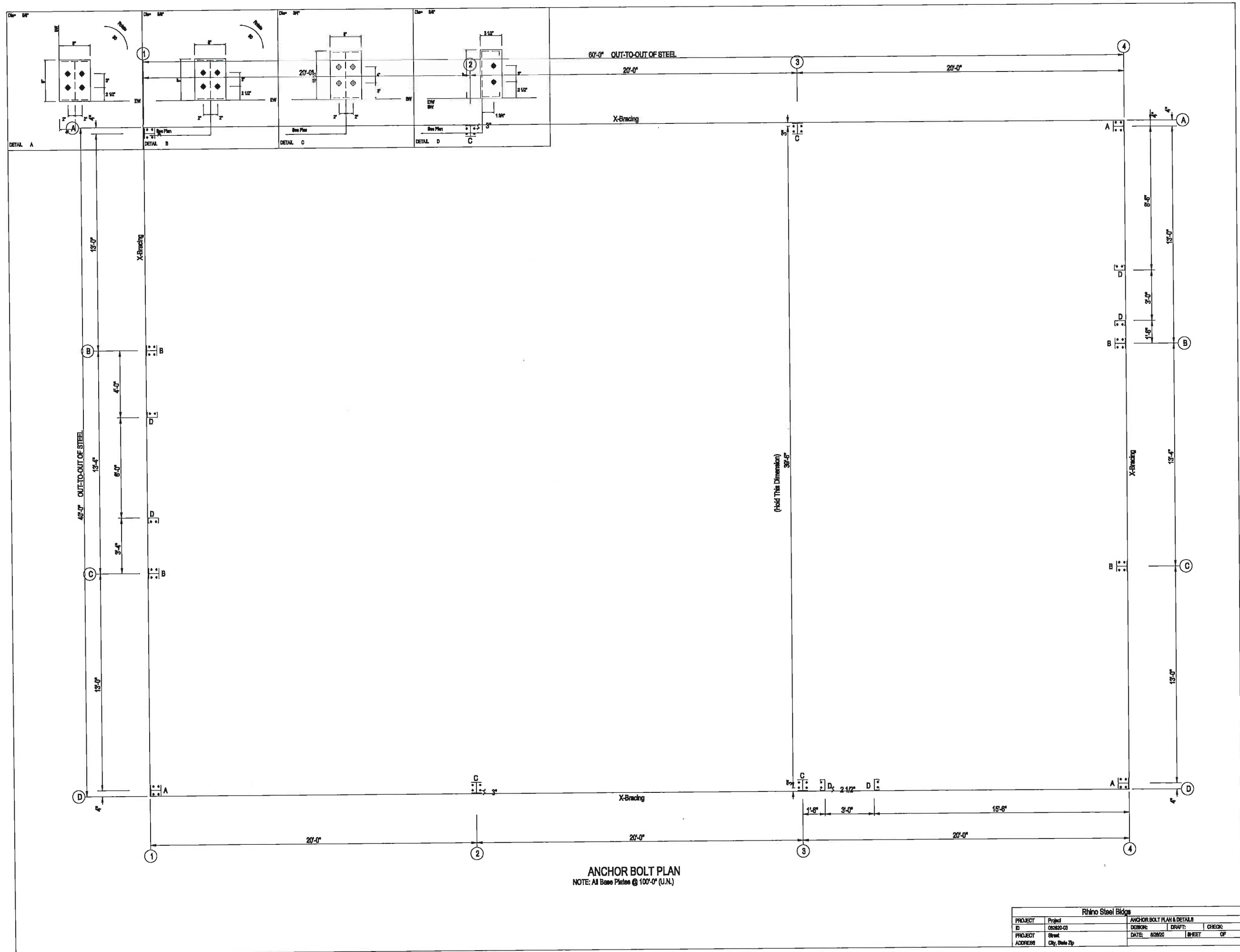
Frm Line	Col Line	Dead Vert	Collat Vert	Live Vert	Snow Vert	Wind Left1		Wind Right1		Wind Left2		Wind Right2		Wind Press Horz
						Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	
4	D	0.3	0.1	1.1	1.1	0.0	-1.3	0.0	-1.5	0.0	-0.5	0.0	-0.8	0.0
4	C	0.6	0.2	3.0	3.0	-1.5	-5.3	0.0	-0.3	-1.5	-4.5	0.0	0.6	-2.0
4	B	0.6	0.2	3.0	3.0	0.0	-0.3	1.5	-5.3	0.0	0.6	1.5	-4.5	-2.0
4	A	0.3	0.1	1.1	1.1	0.0	-1.5	0.0	-1.3	0.0	-0.8	0.0	-0.5	0.0

Frm Line	Col Line	Wind Suct Horz	Wind Long1		Wind Long2		Sels Left		Sels Right		MIN SNOW		E2UNB_SL_L	
			Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
4	D	0.0	0.0	-1.6	0.0	-0.9	0.0	0.1	0.0	0.0	0.0	1.1	0.0	1.1
4	C	2.3	0.0	-2.6	-0.7	-2.8	-2.0	-2.5	0.0	2.3	0.0	3.0	0.0	3.6
4	B	2.3	0.7	-2.8	0.0	-2.6	0.0	2.3	2.0	-2.5	0.0	3.0	0.0	1.3
4	A	0.0	0.0	-0.9	0.0	-1.6	0.0	0.0	0.0	0.1	0.0	1.1	0.0	0.3

Frm Line	Col Line	E2UNB_SL_R	
		Horz	Vert
4	D	0.0	0.3
4	C	0.0	1.3
4	B	0.0	3.6
4	A	0.0	1.1

Rhino Steel Bldgs

PROJECT		ANCHOR BOLT REACTIONS		
ID	082820-03	DESIGN:	DRAFT:	CHECK:
PROJECT ADDRESS	Street City, State Zip	DATE: 8/28/20	SHEET	OF



Rhino Steel Bridge					
PROJECT	Project	ANCHOR BOLT PLAN & DETAILS			
ID	082823-03	DESIGN	DRAFT	CHECK	
PROJECT ADDRESS	Street	DATE	02/28/20	SHEET	OF
	City, State Zip				