

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, September 9, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable and Payroll Payables
 - b. Minutes: August 19th
 - c. Third Amendment to Oregon Health Authority Intergovernmental Agreement #154659 for Environmental Health Services
 - d. First Amendment to Agreement for Engineering Services – Anderson Perry & Associates, Inc.
 - e. Vehicle Disposal Request from The Loop
5. **Business Items**
 - a. Northeast Oregon Water Association Update (J.R. Cook, Director)
 - b. Annual Funding Application through Oregon Department of Veterans Affairs (Linda Skendzel, Veterans Services Officer)
 - c. Purchase Pre-Authorization Request, Public Works/Parks, Backhoe (Greg Close, Parks General Manager)
 - d. Budget Committee Recruitment Results – Position #3 (Kate Knop, Finance Director)
 - e. Retirement Plan Services Request for Quotes Results (Kate Knop)
 - f. Irrigon Building Update/Guaranteed Maximum Price Amendment (Darrell Green)
 - g. Approve Request for Proposals Advertisement for Sheriff’s Office Station 2 Building (Darrell Green)
 - h. Morrow County Government Command Center Update
 - i. Letter to Governor Requesting Phase II Opening
6. **Department Reports - Written**
 - a. Community Development Department Monthly Report
 - b. Planning Department Monthly Report
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions
10. **Signing of documents**
11. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

Join Zoom Meeting:

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

Morrow County Board of Commissioners Meeting Minutes
August 19, 2020
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present In-Person

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty; Staff: Darrell J. Green, Kate Knop, Roberta Lutchter, Ken Matlack, Justin Nelson, Gregg Zody

Present Via Zoom

Staff: Stephanie Case, Gayle Gutierrez, Diane Kilkenny, Matt Scrivner, Linda Skendzel; Non-Staff: Sheryll Bates, Becky Blankenship, Jacob Cain, Robert Echenrode, Torrie Griggs, Josh Lankford, Erica Lasater, Lisa Mittelsdorf, Karen Pettigrew, Lori Roach, Greg Sweek, David Sykes, Unknown caller

Call to Order & Pledge of Allegiance: 9:01 a.m., followed by roll call

City & Citizen Comments: None

Open Agenda: None

Consent Calendar

Commissioner Doherty requested to remove the Accounts Payable (APs) for discussion.

Commissioner Russell moved to approve the following items in the Consent Calendar, removing the Accounts Payable:

1. *Minutes: August 6th Joint Meeting with the Port of Morrow*
2. *Resolution No. R-2020-21: A Resolution to Jointly Sponsor Between the Port of Morrow and Morrow County an Application for Designation of an Enterprise Zone*
3. *COVID-19 Emergency Business Assistance Program Forgivable Loan Contract, OBDD #C2020392; effective when fully signed and shall expire 45 days after the Program Completion Deadline; not-to-exceed amount \$150,000; recipient has available or obtained binding commitments for all funds, including matching funds in at least a 1:1 ratio (\$100,000 from Tillamook County Creamery Association and \$50,000 from Morrow County); and authorize Chair Lindsay to sign on behalf of the County*

Commissioner Doherty seconded. Unanimous approval.

Business Items

Accounts Payable

Commissioner Doherty asked about the sizeable payment to Umatilla County for jail beds, which was explained to his satisfaction by Finance Director Kate Knop and County Counsel Justin Nelson.

Commissioner Doherty moved to approve the Accounts Payable dated August 20th in the amount of \$210,001.10. Commissioner Russell seconded. Unanimous approval.

Irrigon Building Update

Darrell Green, Administrator

Becky Blankenship, Hill International – County's Owner's Representative

Mr. Green said Ms. Blankenship was asked to present information regarding the budget and the next steps in the process as the County prepares to approve the Guaranteed Maximum Price (GMP) in the near future.

During her presentation, Ms. Blankenship answered various questions as she reviewed the processes to-date and the next steps. She said the budget was trending toward the targeted \$6.8 million but was over by \$100,000.

Mr. Green said the majority of that \$100,000 was an unexpected sidewalk improvement projected being required by the City of Irrigon. The GMP will be ready for review by the Board on August 26th or September 2nd, said Mr. Green.

Easement Request from Umatilla Electric Cooperative (UEC)

Justin Nelson, County Counsel

Matt Scrivner, Public Works Director

Robert Echenrode, UEC Executive Director

Mr. Nelson said an Executive Session was scheduled on this topic at the end of the agenda. Mr. Scrivner then provided the history of the easement request and Mr. Echenrode responded to questions. The Board announced the possibility of a decision following the Executive Session, but either way, they would reconvene in regular session.

Solid Waste Advisory Committee Appointment Request

Matt Scrivner, Public Works Director

Mr. Scrivner recommended reappointing Blain Middleton to Position Two: Residing Near or Adjacent to Finley Buttes Landfill. He explained staff in Public Works advertised but continue to struggle to fill vacancies on this committee, including alternate positions.

Chair Lindsay pointed out Mr. Middleton was a business owner (Finley BioEnergy LLC), not a resident. Discussion continued on the lack of a quorum at SWAC meetings and the need to continue recruitment efforts.

Commissioner Russell moved to approve the appointment of Blain Middleton to the Solid Waste Advisory Committee, Position Two, term to be September 1, 2020 – September 1, 2024.

Commissioner Doherty seconded. Commissioner Russell amended the motion to include “or his designee.” Commissioner Doherty seconded the amendment. Vote on amendment: Unanimous approval. Vote on original motion: Unanimous approval.

Morrow County Government Command Center Update

- Mr. Green said the Command Team developed an informational sheet for employees, as well as the general public, that explained the investigation procedure the Public Health Department follows after notification of a positive COVID-19 test. He also said a great deal of conversation took place this week on employees and distance learning in schools.
- Mr. Nelson discussed potential impacts to employee schedules when school begins through distance learning. To understand the situation better, the Command Team scheduled a “Listening Session” on Thursday, August 20th at 12:30 p.m. to hear employee concerns (anonymous submissions were also an available option).

Intent to File Application for Oregon Coronavirus Relief Funding for Cultural Support

Gregg Zody, Community Development Director

Mr. Zody said although he was still reviewing the application process which was just released, he asked permission to move forward with an application. He said the request would be for help with expenses incurred after the County Fair was severely scaled back. Mr. Zody noted the short window of opportunity to apply and said he had never seen such a tight turnaround time.

Commissioner Russell moved to allow Mr. Zody to submit an application from Morrow County to the Cultural Trust, and authorize him to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.

Correspondence

- Morrow County Planning Department Notice to Adjoining Landowners and Interested Parties: Special Meeting, Friday, September 4th 9:00 a.m.; Land Use Decision LUD-N-26-20, UEC, applicant, and UEC, Sage Hollow Ranch, LLC & Stiffler, LLC, owners
- City of Irrigon Planning Commission Notice of Public Hearing, September 1st 6:00 p.m. – to consider Morrow County’s Conditional Use Permit Application for a new administrative building in Irrigon

Commissioner Reports

- The Commissioners provided reports of activity.
- At Chair Lindsay’s invitation, Marc Czornij, Partnership Team Lead for 2020 Census Operations in Oregon, provided an update and responded to questions from the Board. Ideas to increase the response rate in the County were discussed and an event was tentatively scheduled with the details to be finalized soon.

Break: 11:11-11:18 a.m.

11:19 a.m. Executive Session: Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

12:37 p.m. Closed Executive Session – No decisions

12:40 p.m. Returned to Regular Session

Commissioner Russell stated there was no action from the Executive Session but the County would follow-up and gather additional information. He added County Counsel would reach out to UEC to ask a few questions and clarify a few items.

Signing of documents

Adjourned: 12:41 p.m.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
40

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC:
Department: Health Depart
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5421 5211
Requested Agenda Date: 09/09/2020

OHA Agreement #154659-3 for Environmental Health Program

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

Contractor/Entity: Oregon Health Authority
Contractor/Entity Address: 635 Capitol St NE, Room 350, Salem, OR 97301
Effective Dates - From: July 1, 2020 Through: June 30, 2021
Total Contract Amount: 17.4% of the EH Licensing Fees Budget Line: 101-114-5-20-3815
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Amendment #3 of the Environmental Contract from OHA which includes a remittance factor to be invoiced to each county, for a percentage of licensing fees collected, to be paid back to the State.

This amendment is updated from the Amendment signed one year ago with some language changes which are underlined and bold.

Currently Morrow County contracts for EH services with Umatilla County.

2. FISCAL IMPACT:

Remittance costs are paid by Umatilla County Health, on behalf of Morrow County. Therefore this amendment will not result in any fiscal impact to Morrow County at this time.

3. SUGGESTED ACTION(S)/MOTION(S):

After review and preliminary approval of County Counsel, the agreement will be presented to the BOC for approval and signature.

Attach additional background documentation as needed.

**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This **Third Amendment** to Oregon Health Authority Intergovernmental Agreement for Environmental Health Services (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County Health Department, the Local Public Health Authority (“LPHA”), acting by and through its Health and Human Services Department, each a “Party” and together, the “Parties.”

AGREEMENT

1. Section 6, LPHA Responsibilities, Subsection 6.2, is hereby amended as follows: language to be replaced or changed is ~~struck through~~; new language is **underlined and bold**.
 - 6.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
 - For the tourist facility program, fifteen percent (15 %) of the state licensing fee or fifteen percent (15 %) of the county licensing whichever is less collected by county that quarter, in accordance with ORS 446.425;
 - For the pool facility program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA’s food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490. The projected food program cost for July 1, 2019 through June 30, 2020 is \$1,025,276. The total statewide revenue projection for this timeframe is \$5,891,104. The resulting remittance factor is 17.4%. ($\$1,025,276 \div \$5,891,104 = 17.4\%$)

NOTE: This remittance factor is based on statewide licensing fees set forth in ORS 624.490 prior to July 1, 2019. Senate Bill 28 of the 2019 Oregon Legislative Session increased statewide licensing fees effective July 1, 2019. The remittance factor of 17.4% will remain in effect for one year (July 1, 2019 through June 30, 2020). An amendment to this Agreement will address the revised licensing fees for the second half of the biennium (July 1, 2020 through June 30, 2021) as necessary;
- **The remittance factor for July 1, 2020 through June 30, 2021 is 14.68%. (Total annual cost to implement the statewide food program (\$1,288,257) divided by the statewide revenue projection (\$8,775,785) equals the remittance factor (14.68%)).**
 - **For Morrow County, the total remittance to OHA to support the statewide food program from July 1, 2020 to June 30, 2021 is \$2,576.**

2. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
4. This Amendment becomes effective on the date of the last signature below.
5. LPHA Data and Certification.
 - a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

LPHA Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The LPHA acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA 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. LPHA further acknowledges that in addition to the remedies under this Agreement, 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 LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:
 - (1) The information shown in this Section 5, LPHA Data and Certification, is LPHA's true, accurate and correct information;
 - (2) To the best of the undersigned's knowledge, LPHA has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) LPHA and LPHA's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

(4) LPHA is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and

(5) LPHA is not subject to backup withholding because:

- (a) LPHA is exempt from backup withholding;
- (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.

c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA's signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

6. Signatures.

OREGON HEALTH AUTHORITY

By: _____

Name: Andre Ourso

Title: Administrator, Center for Health Protection

Date: _____

MORROW COUNTY HEALTH DEPARTMENT LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Jeffrey J. Wahl approved via email 7/16/2020.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Brett Sherry (or designee)

Title: Program Manager

Date: _____

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: #154659 Amendment 3

Legal name (tax filing): County of Morrow

DBA name (if applicable): Morrow County Health Department

Billing address: PO Box 799

City: Heppner **State:** OR **Zip:** 97836

Phone: (541) 676-5421

FEIN: 

- OR -

SSN: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY OF MORROW	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ MUNICIPAL CORPT. - GOVERNMENT ENTITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 100 S. COURT STREET PO BOX 867	Requester's name and address (optional)
6 City, state, and ZIP code HEPPNER, OREGON 97838	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>																				
OR																				
Employer identification number																				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ 9/24/19
-----------	---	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Anderson and Perry and associates has submitted a request to update their fee schedule. Review of the changes are small changes to hourly fees, removal of some positions and some additions of position levels. It is the recommendation of Public Works to approve the updated fee schedule and make charges for services effective to the new rates September 1st, 2020.

2. FISCAL IMPACT:

Budgeted in Road fund

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve and sign first amendment to agreement for engineering services between Morrow County and Anderson Perry & Associates, Inc.

Attach additional background documentation as needed.

August 24, 2020

Matt Scrivner
Morrow County Road Department
P.O. Box 428
Lexington, Oregon 97839

Via email to mscrivner@co.morrow.or.us

RE: Engineering Services Agreement - Fee Schedule

Dear Matt:

I am writing in regard to the Agreement for Engineering Services dated October 9, 2019, between Anderson Perry & Associates, Inc. (AP) and Morrow County. Section B of that Agreement discusses compensation for engineering services according to AP's Hourly Fee Schedule dated April 1, 2019, attached to the Agreement. Our invoicing has been based on that fee schedule.

As we discussed recently, our fee schedule is revised annually, and AP is requesting approval to replace the schedule dated April 1, 2019, with the attached Hourly Fee Schedule dated April 1, 2020, to be effective as of September 1, 2020.

Thank you for your consideration, and please let me know if you have any questions or concerns.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 
Andy Lindsey, P.E.

AL/cm

Enclosure

cc: File No. 530-02-02

G:\Clients\Morrow County\530-02 General Engineering\Correspondence\Scrivner - Fee Schedule 2020.docx

HOURLY FEE SCHEDULE

September 1, 2020

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician I.....	\$ 50.00
Technician II	\$ 60.00
Technician III	\$ 70.00
Technician IV	\$ 80.00
Technician V.....	\$ 85.00
Technician VI.....	\$ 90.00
Technician VII.....	\$ 95.00
Senior Technician I.....	\$100.00
Senior Technician II.....	\$110.00
Senior Technician III.....	\$115.00
Senior Technician IV.....	\$120.00
Senior Technician V.....	\$125.00
Senior Technician VI.....	\$130.00
Senior Technician VII.....	\$175.00

ENGINEERING

Engineering Technician I	\$ 95.00
Engineering Technician II	\$100.00
Engineering Technician III	\$105.00
Staff Engineer I	\$105.00
Staff Engineer II	\$115.00
Project Engineer I	\$120.00
Project Engineer II	\$125.00
Project Engineer III	\$130.00
Project Engineer IV.....	\$140.00
Project Engineer V.....	\$145.00
Senior Engineer I	\$155.00
Senior Engineer II	\$160.00
Senior Engineer III	\$165.00
Senior Engineer IV	\$175.00
Senior Engineer V	\$180.00
Senior Engineer VI	\$185.00
Senior Engineer VII	\$190.00
Senior Engineer VIII	\$205.00

ARCHAEOLOGY

Archaeologist Technician I	\$ 50.00
Archaeologist Technician II.....	\$ 55.00
Staff Archaeologist I.....	\$ 65.00
Senior Archaeologist I.....	\$ 90.00
Senior Archaeologist II	\$110.00

PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III	\$105.00
Project Representative IV	\$110.00

OVERTIME

Overtime Surcharge	\$ 35.00
--------------------------	----------

SURVEYORS AND CREWS

Survey Technician I	\$ 60.00
Survey Technician II	\$ 75.00
Survey Technician III	\$ 85.00
Survey Crew Chief I	\$ 90.00
Survey Crew Chief II	\$115.00
Survey Crew Chief III	\$120.00

Professional Land Surveyor I	\$120.00
Professional Land Surveyor II	\$130.00
Professional Land Surveyor III	\$135.00
Professional Land Surveyor IV	\$160.00
Professional Land Surveyor V	\$170.00
GPS Total Station	\$ 40.00
Robotic Survey Station	\$ 30.00

Total Station	\$ 23.00
ATV (4-hour minimum)	\$ 30.00
Resource Grade GPS	\$ 20.00
Electrofischer.....	\$ 25.00
Unmanned Aircraft System (UAS/Drone)	\$ 45.00
GIS Arrow Gold RTK GPS Unit ...	\$ 30.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.575 per mile for standard highway vehicles as of January 1, 2020. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.



1901 N. Fir Street, P.O. Box 1107
 La Grande, OR 97850
 (541) 963-8309, Fax (541) 963-3456
 www.andersonperry.com

engineering • surveying • natural resources

HOURLY FEE SCHEDULE

April 1, 2019

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician	\$ 50.00
Technician I	\$ 55.00
Technician II	\$ 60.00
Technician III	\$ 70.00
Technician IV	\$ 80.00
Technician V	\$ 85.00
Technician VI	\$ 90.00
Technician VII	\$ 95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$110.00
Senior Technician IV	\$115.00
Senior Technician V	\$120.00
Senior Technician VI	\$130.00
Senior Technician VII	\$155.00
Senior Technician VIII	\$175.00

ENGINEERING

Engineering Technician I	\$ 95.00
Engineering Technician II	\$100.00
Engineering Technician III	\$105.00
Engineering Technician IV	\$110.00
Engineering Technician V	\$115.00
Engineering Technician VI	\$130.00
Staff Engineer I	\$100.00
Staff Engineer II	\$105.00
Staff Engineer III	\$115.00
Project Engineer I	\$120.00
Project Engineer II	\$125.00
Project Engineer III	\$130.00
Project Engineer IV	\$140.00
Senior Engineer I	\$150.00
Senior Engineer II	\$155.00
Senior Engineer III	\$160.00
Senior Engineer IV	\$170.00
Senior Engineer V	\$175.00
Senior Engineer VI	\$180.00
Senior Engineer VII	\$185.00
Senior Engineer VIII	\$200.00

ARCHAEOLOGY

Archaeological Intern	\$ 50.00
Archaeologist Technician I	\$ 60.00
Archaeologist Technician II	\$ 65.00
Archaeologist Technician III	\$ 70.00
Senior Archaeologist I	\$ 90.00
Senior Archaeologist II	\$105.00
Senior Archaeologist III	\$110.00

PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III	\$105.00
Project Representative IV	\$110.00

PLANNING

Senior Planner	\$125.00
----------------	----------

OVERTIME

Overtime Surcharge	\$ 35.00
--------------------	----------

SURVEYORS AND CREWS

Survey Technician I	\$ 65.00
Survey Technician II	\$ 75.00
Survey Technician III	\$ 80.00
Survey Technician IV	\$ 85.00
Survey Crew Chief I	\$ 90.00
Survey Crew Chief II	\$100.00
Survey Crew Chief III	\$115.00

Professional Land Surveyor I	\$120.00
Professional Land Surveyor II	\$125.00
Professional Land Surveyor III	\$135.00
Professional Land Surveyor IV	\$155.00
Professional Land Surveyor V	\$165.00
GPS Total Station	\$ 40.00
Robotic Survey Station	\$ 30.00

Total Station	\$ 23.00
ATV (4-hour minimum)	\$ 30.00
Resource Grade GPS	\$ 20.00
Electrofisher	\$ 25.00
Unmanned Aircraft System (UAS/Drone)	\$ 45.00
GIS Arrow Gold RTK GPS Unit	\$500/week, \$250 minimum

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.58 per mile for standard highway vehicles as of January 1, 2019. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

Q:\APDOca\Fee Schedules\2019\Hourly Fee Schedule April 2019.docx



1901 N. Fir Street, P.O. Box 1107
 La Grande, OR 97850
 (541) 983-8309, Fax (541) 963-5456
 www.andersonperry.com

engineering • surveying • natural resources

HOURLY FEE SCHEDULE

April 1, 2019

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS		ENGINEERING		ARCHAEOLOGY	
Technician	\$ 50.00	Engineering Technician I	\$ 95.00	Archaeological Intern	\$ 50.00
Technician I	50...\$ 55.00	Engineering Technician II	\$100.00	Archaeologist Technician I	\$ 60.00 50
Technician II	\$ 60.00	Engineering Technician III	\$105.00	Archaeologist Technician II	\$ 65.00 55
Technician III	\$ 70.00	Engineering Technician IV	\$110.00	Archaeologist Technician III	\$ 70.00
Technician IV	\$ 80.00	Engineering Technician V	\$115.00	Senior Archaeologist I	same \$ 90.00 105
Technician V	\$ 85.00	Engineering Technician VI	\$130.00	Senior Archaeologist II	\$105.00 110
Technician VI	\$ 90.00	Staff Engineer I	105...\$100.00	Senior Archaeologist III	\$110.00
Technician VII	\$ 95.00	Staff Engineer II	115...\$105.00		
Technician VIII	\$ 100.00	Staff Engineer III	115...\$115.00		
Senior Technician I	\$105.00	Project Engineer I	\$120.00		
Senior Technician II	110...\$110.00	Project Engineer II	\$125.00		
Senior Technician III	115...\$115.00	Project Engineer III	\$130.00		
Senior Technician IV	120...\$120.00	Project Engineer IV	\$140.00		
Senior Technician V	125...\$125.00	Senior Engineer I	155...\$150.00		
Senior Technician VI	\$130.00	Senior Engineer II	160...\$155.00		
Senior Technician VII	175...\$155.00	Senior Engineer III	165...\$160.00		
Senior Technician VIII	\$175.00	Senior Engineer IV	175...\$170.00		
		Senior Engineer V	180...\$175.00		
		Senior Engineer VI	185...\$180.00		
		Senior Engineer VII	190...\$185.00		
		Senior Engineer VIII	205...\$200.00		

PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III	\$105.00
Project Representative IV	\$110.00

PLANNING

Senior Planner	\$125.00
----------------------	----------

OVERTIME

Overtime Surcharge	\$ 35.00
--------------------------	----------

SURVEYORS AND CREWS

Survey Technician I	60...\$ 65.00	Professional Land Surveyor I	\$120.00	Total Station	\$ 23.00
Survey Technician II	\$ 75.00	Professional Land Surveyor II	70...\$125.00	ATV (4-hour minimum)	\$ 30.00
Survey Technician III	85...\$ 80.00	Professional Land Surveyor III	\$135.00	Resource Grade GPS	\$ 20.00
Survey Technician IV	\$ 85.00	Professional Land Surveyor IV	160...\$135.00	Electrofisher	\$ 25.00
Survey Crew Chief I	\$ 90.00	Professional Land Surveyor V	170...\$165.00	Unmanned Aircraft System (UAS/Drone)	\$ 45.00
Survey Crew Chief II	115...\$100.00	GPS Total Station	\$ 40.00	GIS Arrow Gold RTK GPS Unit.... \$500/week, \$250 minimum	
Survey Crew Chief III	120...\$115.00	Robotic Survey Station	\$ 30.00		

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.58 per mile for standard highway vehicles as of January 1, 2019. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

G:\APD\acc\Fee Schedules\2019\Hourly Fee Schedule April 2019.docx

**FIRST AMENDMENT TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN MORROW COUNTY AND
ANDERSON PERRY & ASSOCIATES, INC.**

1. This amendment (the "Amendment") is made by and between Morrow County, Oregon, hereinafter referred to as the OWNER, and Anderson Perry & Associates, Inc. hereinafter referred to as the ENGINEER.
2. Effective Date. This Amendment shall become effective on September 1, 2020.
3. The Agreement is hereby amended as follows:
 - a. "Exhibit B" of the original "Agreement for Engineering Services" is replaced in its entirety with the attached Exhibit B- Anderson Perry Hourly Fee Schedule September 1, 2020.
4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

ENGINEER
ANDERSON PERRY & ASSOCIATES, INC.

By: Brad D. Baird Title: PRESIDENT Date: 09-01-2020
BRAD D. BAIRD, PE

COUNTY/OWNER
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

Exhibit B- Fee Schedule



2659 S.W. 4th Street, Suite 200
 Redmond, OR 97756
 (541) 362-8682, Fax (541) 963-5456
www.andersonperry.com

engineering • surveying • natural resources

HOURLY FEE SCHEDULE

September 1, 2020

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician I \$ 50.00	Engineering Technician I \$ 95.00	Archaeologist Technician I \$ 50.00
Technician II \$ 60.00	Engineering Technician II \$100.00	Archaeologist Technician II \$ 55.00
Technician III \$ 70.00	Engineering Technician III \$105.00	Staff Archaeologist I \$ 65.00
Technician IV \$ 80.00	Staff Engineer I \$105.00	Senior Archaeologist I \$ 90.00
Technician V \$ 85.00	Staff Engineer II \$115.00	Senior Archaeologist II \$110.00
Technician VI \$ 90.00	Project Engineer I \$120.00	
Technician VII \$ 95.00	Project Engineer II \$125.00	
Senior Technician I \$100.00	Project Engineer III \$130.00	
Senior Technician II \$110.00	Project Engineer IV \$140.00	
Senior Technician III \$115.00	Project Engineer V \$145.00	
Senior Technician IV \$120.00	Senior Engineer I \$155.00	
Senior Technician V \$125.00	Senior Engineer II \$160.00	
Senior Technician VI \$130.00	Senior Engineer III \$165.00	
Senior Technician VII \$175.00	Senior Engineer IV \$175.00	
	Senior Engineer V \$180.00	
	Senior Engineer VI \$185.00	
	Senior Engineer VII \$190.00	
	Senior Engineer VIII \$205.00	

PROJECT REPRESENTATIVES

Project Representative I \$ 95.00
Project Representative II \$100.00
Project Representative III \$105.00
Project Representative IV \$110.00

OVERTIME

Overtime Surcharge \$ 35.00

SURVEYORS AND CREWS

Survey Technician I \$ 60.00	Professional Land Surveyor I \$120.00	Total Station \$ 23.00
Survey Technician II \$ 75.00	Professional Land Surveyor II ... \$130.00	ATV (4-hour minimum) \$ 30.00
Survey Technician III \$ 85.00	Professional Land Surveyor III .. \$135.00	Resource Grade GPS \$ 20.00
Survey Crew Chief I \$ 90.00	Professional Land Surveyor IV .. \$160.00	Electrofischer \$ 25.00
Survey Crew Chief II \$115.00	Professional Land Surveyor V ... \$170.00	Unmanned Aircraft System
Survey Crew Chief III \$120.00	GPS Total Station \$ 40.00	(UAS/Drone) \$ 45.00
	Robotic Survey Station \$ 30.00	GIS Arrow Gold RTK GPS Unit ... \$ 30.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.575 per mile for standard highway vehicles as of January 1, 2020. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

G:\APDocs\Fee Schedules\2020\Hourly Fee Schedule April 2020.docx

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Morrow County Public Works had a request for Proposals (RFP) out for Surveying and Engineering Services for areas in the County ROW and other areas necessary to keep detailed accuracy in performing tasks and keeping our projects sufficient and complete. The request for the Engineering Service proposals were due on August 1, 2019. Only one proposal was turned in at that time. Public Works had a panel of five(5) individuals review the proposal from Anderson Perry and Associates, Inc. Some clarifications had been asked and the panel had reached out and had received the acceptable answers. You will find these in this submission. After review and discussion the panel recommends unanimously the approval of this contractor. This will be a five year contract.

2. FISCAL IMPACT:

The G/L line item that primarily all costs will need to come out of is 202.220.5.20.3120 Cost will be various as projects are finalized.

3. SUGGESTED ACTION(S)/MOTION(S):

Board of Commissioners recommend award to the firm Anderson Perry and Associates, inc. for Morrow Counties public works needs.

Attach additional background documentation as needed.

Sandra Pointer

From: Kate Knop
Sent: Monday, September 23, 2019 4:17 PM
To: Sandra Pointer; Justin Nelson; Richard Tovey; Roberta Lutcher; Darrell Green
Cc: Matt Scrivner
Subject: RE: Agenda items for 10/02

I don't have any concerns.

Kate Knop
Finance Director
Morrow County
P.O. Box 867
Heppner, OR 97836
541-676-5615 or x5302
kknop@co.morrow.or.us

-----Original Message-----

From: Sandra Pointer
Sent: Monday, September 23, 2019 1:46 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Agenda items for 10/02

Hello all,

I would like to get this award on the agenda for 10/02 if at all possible. Justin and Richard I do believe you have been reviewing the Contract for this service. Please let me know if approve/accepted.

\

Morrow County Public Works
Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road,Airport,Waste Management,Parks and General Maintenance Visit us on the web www.co.morrow.or.us

Your message is ready to be sent with the following file or link attachments:

Agenda items for award.pdf

Sandra Pointer

From: Richard Tovey
Sent: Monday, September 23, 2019 4:42 PM
To: Sandra Pointer; Justin Nelson; Roberta Lutcher; Darrell Green; Kate Knop
Cc: Matt Scrivner
Subject: RE: Agenda items for 10/02

Sandi-

I have reviewed the attached proposal and request to award and have no issues with this going to the BoC for review.

Thanks-

Rich

Richard S. Tovey
Deputy District Attorney/County Counsel
Morrow County District Attorney's Office P.O. Box 664 Heppner, OR 97836
(541) 676-5626

-----Original Message-----

From: Sandra Pointer
Sent: Monday, September 23, 2019 1:46 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Roberta Lutcher <rlutcher@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: Agenda items for 10/02

Hello all,

I would like to get this award on the agenda for 10/02 if at all possible. Justin and Richard I do believe you have been reviewing the Contract for this service. Please let me know if approve/accepted.

\

Morrow County Public Works
Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-8166 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road,Airport,Waste Management,Parks and General Maintenance Visit us on the web www.co.morrow.or.us

Your message is ready to be sent with the following file or link attachments:

Agenda items for award.pdf

On-Call Surveying and Engineering Consulting Services

Submitted: August 1, 2019

PROFESSIONAL SERVICES PROPOSAL

SUBMITTED TO

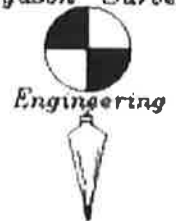
Morrow County

SUBMITTED BY

ap anderson
perry
& associates, inc.

IN ASSOCIATION WITH

Ferguson Surveying

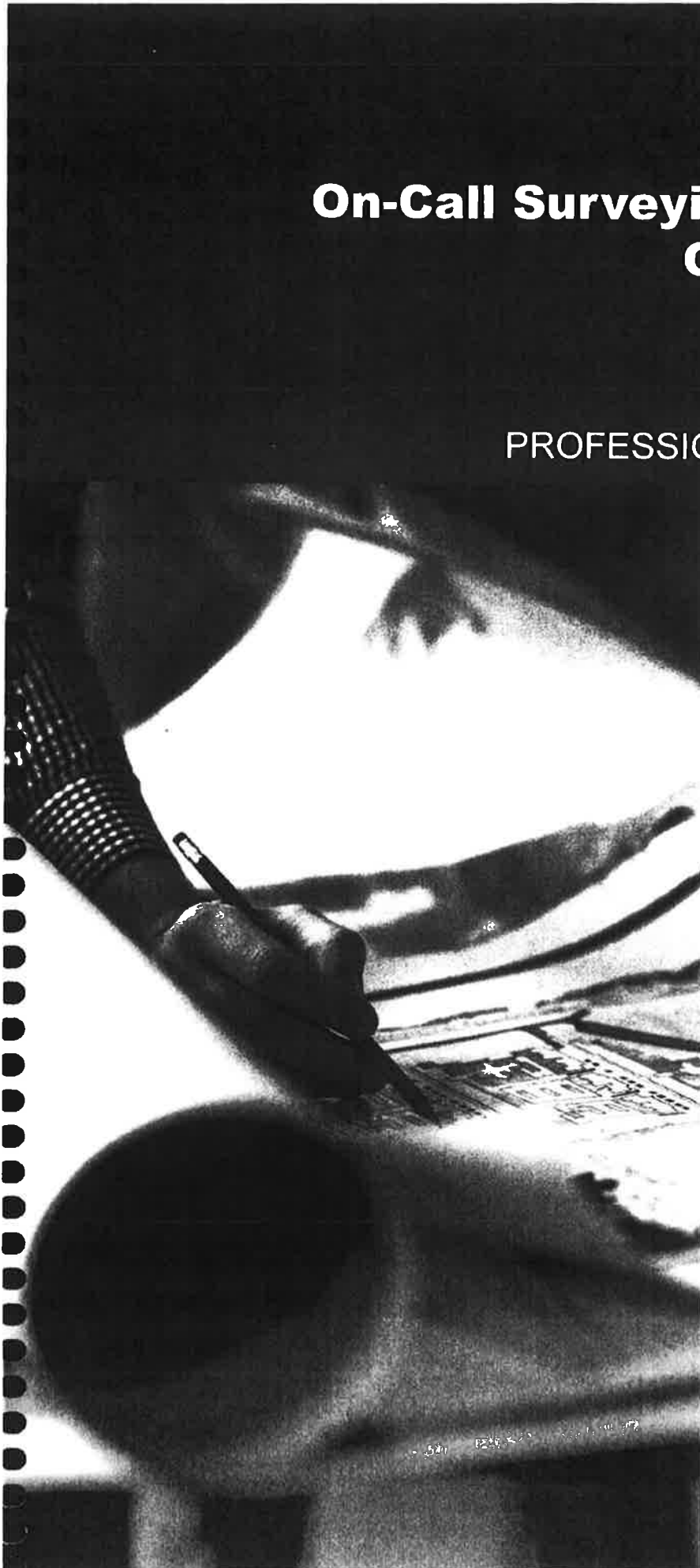


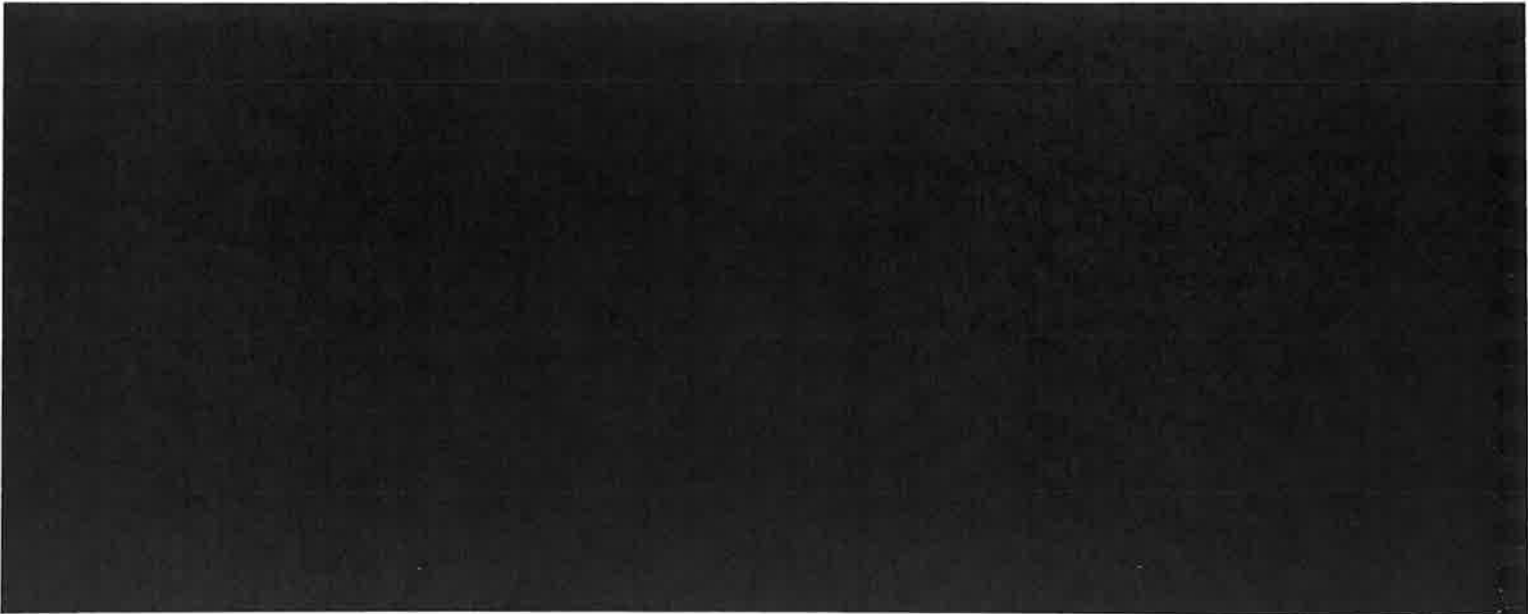
Engineering

CONTACT INFO

BRAD BAIRD, P.E.
1901 N FIR STREET
LA GRANDE, OR 97850
(541) 963-8309

BBAIRD@ANDERSONPERRY.COM





“One of the greatest benefits to working with AP is the peace of mind that comes with knowing that they have always kept the County’s best interests in mind. In addition, they pay attention to the small details so that we don’t have to and we can rest assured that nothing will be missed.”

- Tom Fellows, Public Works



July 30, 2019

Morrow County
Attn: Sandi Pointer
365 W. Highway 74
Lexington, Oregon 97839

RE: Request for Proposals for Surveying and Engineering Services

Dear Sandi and Selection Committee:

We understand that Morrow County is seeking to hire a consulting firm to provide engineering and surveying support for County road, bridge, and public works projects. Anderson Perry & Associates, Inc. (AP) and Ferguson Surveying & Engineering (Ferguson) have joined forces to offer the County a full service team with a deep bench of technical resources to meet your needs. With this arrangement, the County will still work with the knowledgeable and familiar Doug Ferguson but will now have easy access to AP's additional resources and expertise to help keep your daily operations and projects moving forward quickly and cost efficiently. The following points highlight our team's qualifications for providing Morrow County with convenient, responsive engineering services:

- ***Familiarity with Morrow County.*** Ferguson has provided most of Morrow County's engineering and surveying services for the past 25 years on multiple projects. Additionally, AP has completed dozens of projects in Morrow County and the surrounding area over the last 45 years. Our team's familiarity with the existing infrastructure, local soils, climate, agricultural cycles, contractors, and other aspects of Morrow County and its principal communities will allow us to provide a high level of engineering efficiency on each project, resulting in direct cost savings to the County.
- ***Experience Providing Similar Services to Multiple Oregon Counties.*** AP currently serves in a similar role for other central and eastern Oregon counties including Crook, Harney, Union, Wallowa, Baker, Umatilla, and Gilliam. We have also provided engineering services for other Oregon counties. We know how to work closely and integrate with County staff and crews, which will prove to be beneficial to Morrow County.
- ***A Single Team to Meet All Your Technical Needs.*** Working with the AP/Ferguson team will give Morrow County the benefit of having an array of technical resources at your disposal. With a team of nearly 90 professionals, you can be confident your needs will be met quickly and by an experienced staff member.

Sandi Pointer
July 30, 2019
Page 2

- ***A Cost-Sensitive Partner.*** AP has a history of maintaining a high degree of cost sensitivity and we will always strategize with the County to provide the most cost-effective and efficient services. We will not “nickel and dime” you. Often, simple phone calls and requests from County staff are not billed and we do not require a retainer. Additionally, we avoid developing complicated agreements.

We are confident that you will find AP very easy to do business with and, as your engineering resource, we will commit not only to provide responsive technical advice and engineering services, but also to work tirelessly with you, your constituents, and regulatory/funding agencies to help the County meet your goals and objectives. We appreciate your consideration of our proposal and we look forward to developing a close working relationship with Morrow County. Please let us know if you have any questions or would like additional information.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By Brad D. Baird

Brad D. Baird, P.E., President



FEE SCHEDULE	1
CAPABILITIES, EXPERIENCE, AND REFERENCES	2
ABOUT AP	2
<i>Rural Focus</i>	2
FERGUSON SURVEYING & ENGINEERING	3
DEMONSTRATED KNOWLEDGE	3
<i>ODOT Qualified Consultant</i>	3
<i>Bridge Design</i>	3
<i>Roadway Design</i>	3
<i>General Public Works Projects</i>	4
<i>Construction Inspection</i>	4
<i>Surveying</i>	4
<i>GIS</i>	5
<i>Environmental/Permitting</i>	5
<i>Cultural Resources</i>	5
<i>Funding Assistance</i>	5
<i>Working with Regulatory Agencies</i>	5
PROJECT EXAMPLES/REFERENCES	6
<i>Parrish Lane and Houston Lake Road Bridge Replacements – Crook County</i>	6
<i>Ellis Road Bridge – Union County</i>	6
<i>Juntura Cutoff Road Improvements – Harney County</i>	7
<i>Highland Avenue Bicycle/Pedestrian Path – City of Hermiston</i>	7
<i>Izee Paulina Highway – Grant County</i>	8
<i>Keene and Snyder Bridge Widening – Morrow County</i>	8
<i>Wilson-Olson Roads Design – Morrow County</i>	8
LABOR/EQUIPMENT AVAILABILITY	9
STAFF AVAILABILITY TO PERFORM THE WORK	9
SPECIALIZED EQUIPMENT	9
<i>Computer Equipment</i>	9
<i>Surveying Equipment</i>	9
<i>Vehicles</i>	10
RESPONSE TIME	10
SUPPORT AND RESPONSIVENESS	10
PROXIMITY TO MORROW COUNTY	10
PROJECT TEAM	11
KEY TEAM MEMBER OVERVIEW	11
<i>Doug Ferguson, P.E., P.L.S. – Senior Engineer</i>	11
<i>Andy Lindsey, P.E. – Lead Roadway Engineer</i>	11
<i>Liesl Keenan, P.E. – Lead Bridge Engineer</i>	11
<i>Mike Posada, P.L.S. – Survey Manager</i>	11
<i>Kenneth Delano, P.L.S. – Project Surveyor</i>	11
KEY STAFF EXPERIENCE OVERVIEW	12



METHOD OF APPROACH.....	13
UNDERSTANDING OF REQUESTED SERVICES	13
GENERAL APPROACH	13
<i>Bridge Projects</i>	13
<i>Road Projects</i>	14
WORK QUALITY AND COST CONTROL.....	14
<i>Work Quality</i>	14
<i>Cost Control</i>	14
UNDERSTANDING OF LOCAL AREA FACTORS	15
PROCESS TO DELIVER REQUESTS	15
METHOD OF FILE SHARING.....	16
PROCESS OF PROJECT CLOSEOUT	16



FEE SCHEDULE

Our fee schedule for 2019 is as follows.

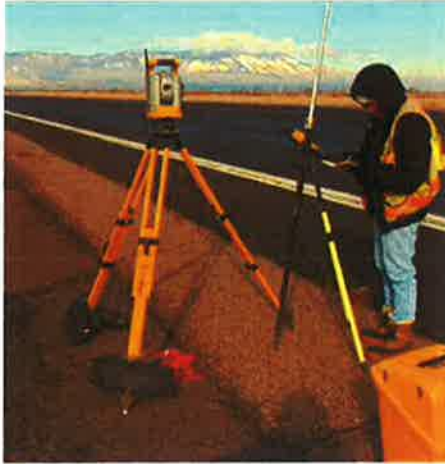
TECHNICIANS	ENGINEERING	ARCHAEOLOGY
Technician \$ 50.00	Engineering Technician I\$ 95.00	Archaeological Intern\$ 50.00
Technician I..... \$ 55.00	Engineering Technician II .....\$100.00	Archaeologist Technician I\$ 60.00
Technician II \$ 60.00	Engineering Technician III .....\$105.00	Archaeologist Technician II\$ 65.00
Technician III..... \$ 70.00	Engineering Technician IV .....\$110.00	Archaeologist Technician III\$ 70.00
Technician IV \$ 80.00	Engineering Technician V .....\$115.00	Senior Archaeologist I\$ 90.00
Technician V \$ 85.00	Engineering Technician VI.....\$130.00	Senior Archaeologist II .....\$105.00
Technician VI \$ 90.00	Staff Engineer I .....\$100.00	Senior Archaeologist III .....\$110.00
Technician VII \$ 95.00	Staff Engineer II .....\$105.00	
Senior Technician I \$100.00	Staff Engineer III .....\$115.00	PROJECT REPRESENTATIVES
Senior Technician II \$105.00	Project Engineer I .....\$120.00	Project Representative I\$ 95.00
Senior Technician III \$110.00	Project Engineer II .....\$125.00	Project Representative II .....\$100.00
Senior Technician IV \$115.00	Project Engineer III .....\$130.00	Project Representative III .....\$105.00
Senior Technician V \$120.00	Project Engineer IV .....\$140.00	Project Representative IV .....\$110.00
Senior Technician VI \$130.00	Senior Engineer I .....\$150.00	
Senior Technician VII \$155.00	Senior Engineer II .....\$155.00	PLANNING
Senior Technician VIII \$175.00	Senior Engineer III .....\$160.00	Senior Planer .....\$125.00
	Senior Engineer IV .....\$170.00	
	Senior Engineer V .....\$175.00	OVERTIME
	Senior Engineer VI .....\$180.00	Overtime Surcharge\$ 35.00
	Senior Engineer VII.....\$185.00	
	Senior Engineer VIII.....\$200.00	

SURVEYORS AND CREWS

Survey Technician I \$ 65.00	Survey Crew Chief III .....\$115.00	GPS Total Station\$ 40.00
Survey Technician II \$ 75.00	Professional Land Surveyor I ....\$120.00	Robotic Survey Station\$ 30.00
Survey Technician III \$ 80.00	Professional Land Surveyor II ...\$125.00	Total Station\$ 23.00
Survey Technician IV..... \$ 85.00	Professional Land Surveyor III ..\$135.00	ATV (4-hour minimum)\$ 30.00
Survey Crew Chief I \$ 90.00	Professional Land Surveyor IV ...\$155.00	Electro-Fisher\$ 25.00
Survey Crew Chief II \$100.00	Professional Land Surveyor V ...\$165.00	UAS\$ 45.00



CAPABILITIES, EXPERIENCE, AND REFERENCES



About AP

Anderson Perry & Associates, Inc. (AP) is a full-service civil engineering, surveying, GIS, planning, and natural resources firm with nearly 100 employees and offices in La Grande, Redmond, and Hermiston, Oregon, and Walla Walla, Washington. AP is the trusted local resource that many public entities depend on for reliable, cost-effective answers to their everyday engineering questions. Founded in 1975, we specialize in assisting eastern and central Oregon communities and organizations with planning, funding, surveying, engineering design, environmental/ permitting, construction administration, and construction engineering on a variety of public works projects including:

- General public works engineering
- Roadways
- Bridges
- Drinking water systems
- Wastewater systems
- Stormwater/drainage facilities
- Pedestrian facilities
- Levee evaluation, repair, and certification
- Floodplain mapping
- Site civil development and associated reviews
- Irrigation systems
- River and stream engineering
- Land surveying

- GIS mapping and GIS systems
- Environmental permitting/National Environmental Policy Act (NEPA) clearances
- Archaeological investigations and permitting
- Utility rate studies

Rural Focus

AP was founded in La Grande because the founding partners wanted to live in the rural Northwest. Since then, our focus has been on providing quality engineering services to the rural communities in the less populated regions of our state at a lower expense than larger west-side firms. Being based in rural eastern and central Oregon communities, we understand the needs of rural cities and counties, are familiar with the regulatory agency personnel who will be involved with your projects, and know how to effectively communicate with stakeholders and the general public.

"Harney County Road Department has partnered with the engineers, surveyors, biologists, and construction administrators of AP to complete nearly 10 bridge replacement projects during recent years. Our experience with AP's professional staff reflects the firm's commitment to providing for the unique needs of county governments in rural areas with highly competent, cost-effective services. AP effectively coordinates and communicates with the project stakeholders throughout the project process, from cradle to grave."

- Eric Drushella, Roadmaster, Harney County



Ferguson Surveying & Engineering

For this contract, AP has teamed with Ferguson Surveying & Engineering (Ferguson). Over the past several years, Ferguson and AP have partnered on a number of successful projects to provide efficient, high quality, and cost-effective engineering services to clients in eastern Oregon. Founded in 1974, Ferguson provides engineering and surveying services for a variety of projects, including street reconstruction, water systems, wastewater systems, storm drainage improvements, and private development and land boundaries. The firm comprises one professional engineer, two professional land surveyors, and a licensed surveying intern, who is also a highly experienced field party chief and construction inspector.

Over the past 25 years, Ferguson has provided most of the on-call engineering for Morrow County. Through this work history, Doug Ferguson has developed excellent relationships with County staff as well as local contractors.

Demonstrated Knowledge

ODOT Qualified Consultant

The Oregon Department of Transportation (ODOT) continues to select AP as a qualified consultant to be eligible to propose on and perform federally funded ODOT and Local Public Agency work. Most recently, AP was the only consultant selected with a home office east of the Cascade Mountains. Furthermore, AP has been on ODOT's qualified consultant list and has held price agreements with the agency since 2001. AP has worked with ODOT and Local Public Agencies on dozens of state and federal aid projects and understands the unique and complex requirements of these agencies. The total project budgets for transportation projects in Regions 4 and 5 for which AP has provided services over the past 10 years exceed \$100 million. Should Morrow County receive funding from ODOT for projects, you can be assured that AP can help you navigate the complexity of designing and delivering an ODOT-funded project. AP has an impressive record for assisting counties in submitting applications for and receiving ODOT and

Federal Highway Administration funding for county bridges and roadway projects.

Bridge Design

AP has provided civil-related engineering services on bridge projects since 1975. AP has been involved with permitting, designing, and constructing more than 150 bridges in Oregon and southeast Washington. The majority of these were built with precast prestressed concrete slabs, and about 20 of these are 120- to 200-foot single-span and multi-span precast prestressed concrete deck bulb tee girder structures. Our bridge services include:

- Permitting/environmental clearances
- Geotechnical investigations, reports, designs
- Hydrologic/hydraulic studies and reports
- Bridge condition inspections
- New bridge designs
- Bridge rehabilitation and repair designs
- Bridge load ratings
- Earth retaining wall designs

Roadway Design

AP's road design experience includes many miles of state highways, county roads, and city streets. ODOT has demonstrated confidence in AP by repeatedly selecting our firm to provide roadway design services. Our experience with road work covers all aspects of projects, from studies and planning efforts to permitting, surveying, design, and construction engineering for new construction, reconstruction, rehabilitation, realignment, repair, and stormwater improvements. AP also regularly provides engineering services for sidewalks and multi-use bicycle/pedestrian paths and bridges. Our roadway services include:

- New roadways and roadway improvements
- Geotechnical investigations and reports
- Pavement design
- Storm drainage improvements
- Construction staging and signing
- Temporary traffic control
- Utility relocations and coordination



- Permanent traffic signing and striping
- Roadway illumination
- Sidewalks, bicycle lanes, pedestrian projects
- ADA compliance

General Public Works Projects

Over 90 percent of our projects involve public works components. We have provided general engineering services for many cities and counties in eastern Oregon over the past 45 years including utility, storm sewer, and drainage improvements, industrial parks, roadways, bridges, and joint city/county/state projects. Our experience and commitment to delivering projects on time and under budget is key to our positive, ongoing relationships with clients.

Construction Inspection

AP has certified staff with experience and qualifications to provide Morrow County with construction engineering and inspection services that take away worry and provide properly functioning facilities that meet state, federal, and local standards. Many of our construction staff have worked for contractors on construction crews and/or on ODOT or other public agency engineering crews, which helps them understand the process and effectively work with contractors to administer contracts. Our clients benefit from the peace of mind that comes from knowing that projects will be built to specifications and that their best interests are paramount. Our construction inspection services include:

- Observe and report that the contractor's work is progressing as scheduled and is completed according to the contract plans/specifications
- Draft change orders
- Prepare punch lists
- Ensure that materials to be incorporated into the work meet contract quality requirements
- Ensure the contractor has properly performed all required testing
- Review all quality control materials and test reports
- Field-testing and inspection of material



ODOT has repeatedly demonstrated confidence in AP by selecting our firm to provide on-call consulting engineering services for transportation projects. In ODOT's most recent solicitation for construction administration/construction engineering and inspection services, AP was ranked second out of all firms statewide that submitted a proposal.

- Project closeout

Surveying

AP routinely completes all facets of surveying for municipal projects. The AP team includes eight seasoned surveyors, including four registered professional land surveyors, with extensive experience performing various surveying services in the Pacific Northwest. AP's survey team has performed hundreds of surveys in central and eastern Oregon for a variety of federal, state, local, and private entities on a very wide variety of projects. Our multiple survey crews use the latest technology to satisfy clients' requirements in a timely and accurate manner. AP's surveying services include:

- Design, route, and location surveys
- Boundary, subdivision, and ALTA surveys
- Right-of-way research, determination, and acquisition
- GIS mapping
- Federal Emergency Management Agency flood hazard mapping
- River/stream hydraulic surveys
- Construction staking



- Structural as-built/heavy construction
- Scanning
- Small Unmanned Aerial System (SUAS) (Drone) aerial photography and mapping

GIS

AP is a proud member of the Esri® Partner Network, delivering successful GIS implementations and low-cost repeatable solutions for municipalities, counties, and special districts. When combined with our ArcGIS Online Specialty Designation and a core competency in ArcGIS Online, AP has reshaped GIS into a low-cost self-service offering aimed at helping clients easily discover, use, make, and share GIS data from any device, anywhere, any time. While our services are ideally tailored to small to mid-sized organizations, AP continues to offer traditional project-based services across a wide range of industries and disciplines. AP currently provides ongoing GIS support for Union County and Wallowa County in addition to numerous municipalities.

Environmental/Permitting

AP offers a suite of environmental services to help our clients understand and successfully navigate increasingly complex regulatory requirements and permitting processes. Our agency relationships and experience in the rural Northwest have allowed us to streamline the compliance process, helping clients achieve both environmental responsibility and project success. The experts at AP are able to identify, resolve, and even avoid environmental issues and permitting problems that can delay project progress.

Cultural Resources

AP offers cultural resources management services to help clients execute projects while meeting federal and state requirements. Our staff has proven experience conducting archaeological investigations and preparing the necessary reports to meet the compliance regulations of Section 106 of the National Historic Preservation Act (NHPA). Our record shows that we are committed to using practical, high quality, and cost-effective analysis to balance state and federal

requirements with project goals while protecting historic properties. By offering this service, AP can meet state and federal permitting requirements much quicker than consultants who rely on external subconsultant relationships to provide this service.

Funding Assistance

AP has prepared hundreds of funding applications for Oregon and Washington Local Public Agencies. We understand what information is required to complete a comprehensive application that will be attractive to funding agencies. AP has a reputation for producing funding applications that are regularly approved by agencies with little to no revisions required.



AP helped Union County complete a letter of interest for the first cycle of the Oregon Water Resources Department's new Place-Based Integrated Water Resources Planning Pilot Program. AP obtained letters of support and completed a pre-application meeting. The goal of this project is for the County to convene a place-based integrated water resources planning effort for the Upper Grande Ronde River watershed, which includes most of Union County. Of the 15 applications accepted statewide, Union County's application was ranked first and they received a \$197,000 grant.

Working with Regulatory Agencies

Through our work on past and current projects, our team has developed excellent working relationships with local regulatory agency personnel. We routinely work with local representatives of ODOT, the U.S. Fish and Wildlife Service, National Marine Fisheries Service, U.S. Army Corps of Engineers, Oregon Department of



Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Department of State Lands, and others. These well-established relationships allow for smoother reviews of design plans, which allows for timelier and more cost-effective delivery of designs to our clients. We often meet with these regulatory agency staff during the planning stages of projects to ensure their concerns are being addressed and they are in agreement with proposed improvement options. It is far easier to be aware of agency concerns and requirements ahead of time versus “after the fact.” This often results in more efficient agency review of the final planning documents and permit applications and allows the reviews to be completed without delays.

Project Examples/References

Following are examples of projects designed by AP along with client references who can attest to the quality of AP’s work, dedication to long-term relationships, and history of keeping commitments. We encourage members of the selection committee to contact these people to verify the information we have included in this proposal.

Parrish Lane and Houston Lake Road Bridge Replacements – Crook County



Preconstruction photo

In 2017, AP provided surveying and design engineering services for replacement of three bridges on Parrish Lane and Houston Lake Road for Crook County. AP prepared drawings, technical specifications, and construction cost estimates for each bridge to be bid separately and some work to be performed by County

forces, if desired. The proposed improvements included three-sided precast box culvert structures for ease of construction and minimal traffic disruption, along with approach roadway and guardrail to meet AASHTO and County standards. All three bridges span Central Oregon Irrigation District canals and required coordination of maximum potential flows in the canals. The design was delivered on time and within budget.

Reference

Bob O’Neal, Roadmaster
541-447-4644
bob.oneal@co.crook.or.us

Ellis Road Bridge – Union County



Post-construction photo

Originally constructed in 1947, the Ellis Road Bridge carries residential, agricultural, and recreational traffic between the Anthony Lakes Highway and River Road near the City of North Powder. Deficiencies with the existing bridge included extensive concrete cracking and spalling, substandard bridge rail and approach guardrail, and load restrictions. AP provided project management, surveying, design engineering, environmental review and permitting, hydraulic and geotechnical studies, construction staking, and construction engineering services to replace the structurally deficient three-span concrete bridge. This project included complete removal of the existing bridge and construction of a new single-span precast prestressed concrete slab bridge in the same location. A construction contractor drove the piling and constructed the new bridge and railing, while the road approaches at each end of the new bridge



were constructed by the Union and Baker County Road Departments, joint owners of the bridge.

Reference

Doug Wright, Public Works Director
541-963-1016
dwright@union-county.org

Juntura Cutoff Road Improvements – Harney County



Preconstruction photo

Juntura Cutoff Road is a two-lane county road that connects Altnow Reservoir, Beulah Reservoir, and the EP Minerals Celatom (EPM) mining site to U.S. Highway 20. It was designed as a rural road, not to accommodate continuous heavy freight or traffic. The road is actively used by mining trucks traveling to and from the EPM mine and by citizens accessing recreation opportunities on public lands and at nearby reservoirs. The current road surface was deteriorating due to a combination of material and drainage failures and was not able to withstand continued or increased heavy traffic. Road failures had led to cracking, numerous potholes, and a rough and uneven surface, causing safety, equipment, and efficiency issues for vehicles. Harney County hired the AP/Ferguson team to design a road replacement project that stretches 7.5 miles between U.S. Highway 20 and the EPM site to improve the current drainage system and replace the road. The design includes a realignment of the connection with U.S. Highway 20 to provide a perpendicular and safe intersection, as well as lengthening a crest vertical curve to provide sight distance adequate to 35-mile-per-hour geometry.

Reference

Eric Drushella, Roadmaster
541-573-6232
eric.drushella@co.harney.or.us

Highland Avenue Bicycle/Pedestrian Path – City of Hermiston



Post-construction photo

The City of Hermiston received ODOT Enhance funding for this project to connect Riverfront Park with Steelhead Park and lead up from both parks to Southwest 11th Street. The 10-foot wide pedestrian/bicycle trail runs parallel to Highland Avenue from Southwest 15th Place to the Umatilla River Bridge, then cuts over to the more developed Riverfront Park and the wilder Steelhead Park along the Umatilla River. The City recently acquired Steelhead Park to run the trail under the bridge instead of having pedestrians try to cross the road. The project also included sidewalk with curb and gutter infill between Southwest 11th Street and Southwest 14th Place. The new trail and sidewalk infill allows users to make one large loop that runs from the parks to the hospital. The design included stop control for bicyclists on the path and Americans with Disabilities Act (ADA)-compliant curb ramps.

Reference

Mark Morgan, Assistant City Manager
541-567-5521
mmorgan@hermiston.or.us



Izee Paulina Highway – Grant County



Construction photo

Ferguson provided design engineering, contract plans and documents, cost estimates, bidding assistance, and contract award assistance, construction surveying, and construction inspection on the reconstruction of 17.5 miles of highway in Grant County. The project consisted of some minor realignment, with most of the project conforming closely to the existing alignment requiring only minor slope shaping, ditch cleaning, and ditch shaping. Major improvements were made to the roadway drainage by replacing and adding many culvert pipes throughout the project. Since Ferguson was familiar with the existing surfacing section and knew that an adequate thickness of aggregate base underlaid the various layers of asphalt, they elected to reuse all the existing aggregate/asphalt surfacing material in the project. This was accomplished by pulverizing and mixing the existing aggregate base and asphalt into a homogenous asphalt treated aggregate base course. This method saved the project more than \$3,000,000 in aggregate base production and construction.

Reference

Mark Hensley, Former Roadmaster
541-820-4229

Keene and Snyder Bridge Widening – Morrow County

This project was innovative in that the foundation and existing support structure were left in place, the existing deck, rail, and surfacing were removed, and additional beams were added to each bridge in order to provide needed widening. Steel corrugated decking was installed, and a new bridge rail system and guardrail transitions were constructed. In addition, reshaping and grading of the bridge approaches were constructed and finally new pavement placed over the approaches and new steel deck. This retrofit work was equivalent to providing two new bridges at a fraction of the cost.

Reference

Matt Scrivner, Public Works Director
541-989-9500
mscrivner@co.morrow.or.us

Wilson-Olson Roads Design – Morrow County

Due to Amazon's construction of a large depot facility in Boardman, improvements to Wilson and Olson Roads are required. Ferguson has completed the design and preparation of plans and contract documents for that project and is ready to advertise to solicit bids from qualified contractors. This project requires the construction of a channelized intersection on Wilson Road leading to Olson Road and reconstruction of Olson Road, a project length of over one mile.

Reference

Matt Scrivner, Public Works Director
541-989-9500
mscrivner@co.morrow.or.us



LABOR/EQUIPMENT AVAILABILITY

Staff Availability to Perform the Work

AP has ample resources and diversity to initiate and undertake multiple work orders for Morrow County for the time frame mentioned in your Request for Proposals (RFP). The AP team includes 88 employees available to assist in the performance of roadway, bridge, and general public works projects. In addition to our engineering staff, our team includes surveyors, biologists, environmental permitting specialists, archaeologists, GIS technicians, drafters, project construction representatives, and other support staff with extensive experience in various project support roles. This gives us a great deal of flexibility in assimilating new project work as it becomes available. To the extent needed, we can adjust workloads to accomplish high priority and short time frame projects.

The table below summarizes AP’s personnel by expertise and illustrates AP has a variety of professionals and technical staff resources available to Morrow County.

Discipline	Staff
Civil Engineers	24
Surveyors	8
Environmental	7
Engineering Technicians	9
Drafting Technicians	7
Project Representatives	10
GIS Specialists	3
Planning	1
Administration	17
Other	2
Total	88

Specialized Equipment

In addition to having available and experienced staff, it is critical to have the technical resources, in terms of computers, software, and specialized surveying equipment, available to our surveying and design

professionals. AP utilizes cutting-edge robotic instruments, laser measurements, network GPS, remote sensing using an SUAS (Drone), fixed position, and mobile systems. We strive to advance to new technology as it becomes a realistic way to improve service to our clients. The following provides a summary of the equipment and software available to our surveying professionals.

Computer Equipment

- 15 CADD Work Stations (IBM compatible)
- 3 Hewlett Packard Design Jet A-E Size Color Plotters
- 3 A-E Size Large Format Laser Printers and Scanners
- Computer Survey and Design Software
- AutoCAD Civil 3D 2016 (COGO, DTM, Earthwork, Advanced Design) (12 stations)
- MicroStation with InRoads (Running on a Network Server)
- Carlson 2017 Field to Finish Survey Software (Running on a Network Server)
- Trimble Business Center and Trimble Access Field Software
- GIS Software - Esri ArcGIS, ArcMap, and ArcCollector
- Starnet - Least Squares Adjustment Package and Topcon Tools

Surveying Equipment

- 1 Topcon GB 500 Dual Frequency Base Receiver
- 5 Topcon Hiper and Hiper Plus Dual Frequency Receivers Configurable as Real-time Kinematic (RTK) Base or Rover Units
- 2 Repeater Radios for Long Distance RTK
- 2 Topcon GR-3 Base/Rover Units with RTK Capability
- 2 Topcon Hiper II Base/Rover Units with RTK Capability
- 4 Trimble R-10 Base/Rover Units with RTK Capability



- 2 Trimble R-8 Base/Rover Units with RTK Capability
- 1 Topcon GRS I - CORS
- 4 Trimble S6 Robotic Total Stations
- 6 TSC 2/TSC 3 Data Collectors with Survey Pro Software
- 4 TSC 2/TSC 3 Data Collectors with Trimble Access Software
- DJI Matric 210 SUAS (Drone)

Vehicles

- 4 Custom GPS Configured Four-Wheel Drive Trucks with Cellular Telephones and Laptop Computers for Data Transmission
- 2 Custom GPS-configured All-terrain Vehicles

RESPONSE TIME

Support and Responsiveness

AP has a long history of meeting or exceeding performance schedules with public and private entities. Having qualified, experienced, and available staff will be key to responding to work orders with quick turnaround times. Often, work order time frames are compressed and more time is simply not available. Because we have a deep pool of qualified resources, we are able to adjust staffing assignments as necessary to meet performance schedules. Having team on multiple projects with Ferguson, we have fine-tuned our working partnership procedures to better serve our mutual clients.

Prior to beginning a work order, AP’s project manager will meet with the project team to review the performance schedule and scope of work. Communicating these critical commitments helps the team meet these deadlines. AP’s time keeping system and regular team communication help to track progress and enable the project manager to make adjustments early to ensure performance schedules are met.

Proximity to Morrow County

AP’s main office is located in La Grande, which is less than two hours from Morrow County offices. Ferguson’s

office is located in Mt. Vernon, approximately 2.5 hours from Lexington. Because of our large rural service area, we have learned several cost-effective methods to serve our clients. AP routinely serves clients that are two to three hours driving time from our home office. We are confident we can do the same for Morrow County while also being cost competitive.

We routinely cost-share travel expenses and time, coordinating each trip to serve multiple projects, if possible. All our proposed key staff, including Doug Ferguson, Andy Lindsey, and Liesl Keenan, have active projects in the area, so they will be able to coordinate trips to save on travel time and expense. We currently have ongoing projects in Umatilla, Boardman, Heppner, Hermiston, Camp Umatilla, Pilot Rock, Pendleton, and Lone. The fact that we are currently providing engineering for many nearby communities means we are regularly in your area, which will help to keep your engineering costs down while still providing you with regular face-to-face interaction with our staff.

“The City of Hermiston began utilizing AP as our general services engineering firm in early 2015 after utilizing a large Portland-based firm for many years. We are very happy with the change because we have gotten a much higher level of service out of AP, and our public works staff is much more likely to call on AP when they need assistance. AP has been very good about having staff on-the-ground in Hermiston so that they are available, and since it’s only 1.5 hours away, I think everyone’s time is simply used more productively when the AP staff is in town.”

- Mark Morgan, Assistant City Manager, City of Hermiston



PROJECT TEAM

Key Team Member Overview

Doug Ferguson, P.E., P.L.S. – Senior Engineer

Doug will serve as the senior engineer and the County's primary point of contact for this contract. Doug is a senior project engineer and principal owner of Ferguson. During the past 40+ years, Doug has been involved with a wide variety of engineering projects such as roadway improvements, water system improvements, and wastewater system improvements. He has served as City/County Engineer for many communities and counties in eastern Oregon, including the cities of Burns, Hines, Heppner, La Grande, Dayville, Mt. Vernon, and Prairie City, and Morrow, Grant, and Harney Counties. His critical insights on design alternatives, construction costs, and long-term impacts of each alternative are derived from many years of engineering design experience in eastern Oregon.

As he has in the past, Doug will continue to be the County's primary contact and "go-to guy," and he will have a team of engineers, surveyors, and environmental experts from AP that he can utilize to best fit the County's needs.

Andy Lindsey, P.E. – Lead Roadway Engineer

Andy is a firm principal and has spent most of his 18-year career working on ODOT and Local Public Agency transportation projects in eastern and central Oregon. He has experience with all phases of project development, including preliminary planning, preliminary engineering and design, utility coordination, specification writing, cost estimating, and construction administration and engineering. His background includes roadway projects involving roadway design, traffic control, asphalt paving, intersection improvements, stormwater management, utilities coordination, etc. Andy has experience working with ODOT on state and federal aid projects and is well versed in ODOT technical specifications and drawing preparation.

Liesl Keenan, P.E. – Lead Bridge Engineer

Liesl is a senior engineer and bridge designer with 16 years of experience. Since joining AP in 2003, Liesl has been designing Local Public Agency bridge projects and has managed over three dozen federally funded projects for Local Public Agencies. Replacement bridge types have included steel girder bridges, prestressed concrete girder bridges, and steel truss pedestrian and bicycle path bridges. She has also completed many bridge load ratings and repair projects. She is familiar with ODOT processes for bridge projects and attends the ODOT Bridge Design Conference annually. Her experience designing multiple ODOT bridge projects, detailed understanding of project delivery needs, and proactive approach will enable her to keep designs on scope, schedule, and budget.

Mike Posada, P.L.S. – Survey Manager

Mike is a Professional Land Surveyor and firm principal with 30 years of experience, 20 of those with AP. Mike manages the project surveyors and survey staff and oversees the daily activities of the Survey Department. Mike is also responsible for the quality control process that is an integral part of every AP survey project. He coordinates with individual project surveyors to ensure the timely completion of a variety of survey projects, from design/location surveys and boundary/right-of-way determinations to construction surveys. Mike has been responsible for coordinating logistics of remote and challenging boundary and mapping projects. He has led survey efforts for transportation, water resources, site development, and many other types of projects.

Kenneth Delano, P.L.S. – Project Surveyor

Kenny is a registered professional land surveyor in the state of Oregon and serves as the staff surveyor for Ferguson along with managing and operating the firm's extensive computer systems. Kenny has been with the firm for 37 years and is a principal partner. Kenny is skilled in all phases of boundary and construction surveying.



Key Staff Experience Overview

Our team has been compiled to provide the full spectrum of professional services that may be required by Morrow County for road, bridge, surveying, or other general public works projects. The following table illustrates the depth of experience in various disciplines of our key staff members.

Team Member	Education/Years of Experience	Areas of Expertise
Eric Zitterkopf, P.E.	B.S., Civil Engineering <i>21 Years of Experience</i>	Bridge repair and replacement, bridge condition inspection, load ratings, bridge calculations, roadway improvements, pavement design, pedestrian design (sidewalks, multi-use paths, and pedestrian bridges)
Adam Schmidtgall, P.E.	B.S., Civil Engineering <i>12 Years of Experience</i>	Roadway improvements, pedestrian design (sidewalks, multi-use paths, and pedestrian bridges), bridge design, stormwater systems, site civil development, detention basin modeling
Bill Vixie, P.E.	B.S., Civil Engineering <i>17 Years of Experience</i>	Roadway design, underground utilities, ADA improvements, pedestrian improvements, funding applications, stormwater systems, site civil development
Dana Wright	B.S., General Studies <i>22 Years of Experience</i>	Contract administration, processing applications for payment and contractor change orders, quality control documentation, construction oversight, construction-related reporting, ODOT processes, ODOT certification, laboratory and field testing
Jeff Madsen, P.L.S.	B.S., Surveying, A.S., Civil Engineering Technology <i>20 Years of Experience</i>	Boundary surveying, cadastral surveying, topographic surveying, utility corridor surveying, site surveying, route surveying, construction staking, reduction and office computations in support of surveying and engineering projects
Erik Green, P.L.S.	A.A.S, Surveying Engineering <i>22 Years of Experience</i>	Design, route, and location surveys; boundary and ALTA surveys; right-of-way research and determination; GIS mapping; construction staking; structural as-built/heavy construction
Andrew Robinson, P.E.	B.S., Civil Engineering <i>20 Years of Experience</i>	Geotechnical engineering, sampling and analytical tools for pavement design, soils investigations, report preparation, engineering analysis and design, construction administration, laboratory and field testing
Chas Hutchins, P.E.	B.S., Civil Engineering <i>14 Years of Experience</i>	Stormwater conveyance and treatment systems, stormwater program assessment, water distribution and pumping systems, wastewater collection/treatment facilities, roadway design
Bill Searles	M.A., Community and Regional Planning B.S., Community Service <i>23 Years of Experience</i>	Municipal land use planning (current and long-range), public engagement, project management, grant writing and grant administration for planning projects and related work
Sue Brady	M.S., Marine Biology B.S., Environmental Studies <i>23 Years of Experience</i>	Environmental review, permitting, and mitigation; permit and report writing; biological assessments; wetland delineations and mitigation plans; protected species surveys; Endangered Species Act documentation
Rusty Merritt	B.S., Natural Resources <i>24 Years of Experience</i>	Aligning, designing, and implementing Esri-based solutions, geodatabase design, geometric networks, ArcGIS Online, ArcGIS Server, ArcGIS Desktop, mobile GIS, project management, product development
Stephanie O'Brien, R.P.A.	M.A., Social Sciences B.A., Anthropology <i>7 Years of Experience</i>	Archaeological surveying, testing, excavation, and monitoring projects in compliance with NEPA and NHPA (Section 106) standards



METHOD OF APPROACH

Understanding of Requested Services

We have carefully reviewed and understand the general work statement and consultant’s responsibilities listed in Section 3.1 and 3.2 of the County’s RFP. Our firm is currently providing similar engineering services to Union County, Crook County, Harney County, Umatilla County, Wallowa County, and Jefferson County. Ferguson has worked with Morrow County on several road and bridge improvement projects over the past three decades. While working with the County on these projects, we have developed a good working relationship and understand the County’s needs.

"In my experience, AP has demonstrated an ability to complete large and small rural transportation projects time after time. I would highly recommend AP to any rural county or local agency."
- Tom Fellows, Public Works Director, Umatilla County

Having worked with several county roadmasters and crews over our 45-year history, AP understands that county crews often complete portions or all of the construction work for a project. When working with counties, we customize our design effort to fit the construction situation, varying from county crew construction to full public bid construction. Often, less design effort can be completed if county crews are handling construction, which helps save project funds. AP is flexible and will adjust our effort to best match the County’s needs and approach.

General Approach

We understand Morrow County desires to hire a consulting firm to provide on-call technical assistance on a variety of transportation-related projects. In providing similar services for many counties and other public entities, we have found the following approach to be successful:

- Assign an experienced Contract Manager (Doug Ferguson) as the single point of contact for Morrow County, thereby making it easy for the County to know whom to contact when assistance is needed. Andy Lindsey will serve as a backup contact to assist Doug, if needed.
- Develop an initial price agreement with Morrow County, where after work orders can be easily developed for specific tasks. This helps streamline and simplify the agreement process and allows our staff to begin work on specific tasks more quickly.
- Develop clear work scopes for each work order with fee estimates to help eliminate surprises to the County relating to the service, deliverable, or final fee.
- AP’s Contract Manager will assign the most qualified staff members to specific work orders so the County has access to the most qualified staff member for a specific need. This helps ensure the work order can be completed in a cost-effective manner.
- Conduct regular performance reviews with Morrow County and AP’s leadership team to learn how we may better meet the County’s on-call engineering needs and quickly address any concerns.

Bridge Projects

Several critical path tasks must be accomplished on most bridge projects to avoid project delays. One of the most important is the environmental and permitting process, such as defining in-stream work periods and construction constraints. It is critical to coordinate with agencies such as the Oregon Department of State Lands, the U.S. Army Corps of Engineers, the Oregon Department of Fish and Wildlife, and the National Marine Fisheries Service. As necessary, our Natural Resources Group manager would prepare permit applications, environmental evaluations, erosion control plans, channel stabilization plans, and streambank restoration plans early enough to ensure permits are ready prior to the in-water work window. Once the applications are submitted, our Natural Resources



Group would work closely with agencies and the County to answer any questions they may have and provide requested information to avoid unnecessary delays in the issuance of the necessary permits.

In addition, most bridge projects require a Type-Size-Location Report. This information defines the bridge length and width, foundation type, and other basic design features. Before the Type-Size-Location Report can be prepared, a foundation investigation would need to be completed, including the drilling of test holes. In addition, a bridge hydraulic analysis must be prepared to determine the proper size of the bridge opening. Early in the process we would work closely with Morrow County to define the basic design parameters to be implemented (type of guardrail, bridge width, etc.). A third critical factor in the process would be defining what in-kind work would be performed by County crews and what work would be put out to public bid.

Road Projects

Our typical approach to roadway and street projects begins with defining a clear scope and understanding of the project goals and constraints. We also evaluate the proposed improvements relative to permitting and land acquisition needs to determine if it would be possible to modify the improvements to minimize these requirements, saving both time and budget. Our approach typically involves the following tasks:

- Developing a preliminary estimated project cost and budget
- Establishing a list of basic design objectives and standards
- Identifying early in the project the environmental and permit requirements
- Identifying right-of-way needs and limits
- Establishing a detailed project schedule
- Evaluating project funding requirements
- Developing a public outreach plan to address communications and concerns
- Exploring needs for utilities coordination
- Developing an understanding of the geotechnical conditions

- Documenting understanding of external agency requirements
- Evaluating options and restrictions for traffic control and management
- Evaluating options for surface water management and control

“The City of Boardman has had a 30+ year history with AP. The City has worked with many of the staff members and have always appreciated their professionalism and knowledge of any project we needed to complete. The City of Boardman is reassured in knowing that AP is available to provide expertise and technical information for any project that we have planned.”

- Karen Pettigrew, City Manager, City of Boardman

Work Quality and Cost Control

Work Quality

Producing high quality work is at the core of AP’s governing values. We have a reputation among our clients and area contractors for producing high quality, detailed plans and specifications and accurate cost estimates. AP’s commitment to delivering quality products and meeting our clients’ expectations and needs supersedes all other internal business practices. AP’s long and successful record of delivering projects in eastern Oregon reflects our ability to deliver quality products in a way that sustains a financially stable company.

Cost Control

Our approach to project cost control begins with developing a well-defined scope and work expectations with our clients. Then we develop an approach to complete the work in a timely and efficient manner that involves breaking large task items into subtasks with specific budgets and schedules. AP utilizes a customized timekeeping software system where all personnel track their time spent on each task in real time, which updates project billing and progress reports instantly.



This allows the project manager to evaluate and monitor the project budget daily. Careful tracking of the costs versus work completed ensures the services are provided within the scope, budget, and schedule.

AP's experience designing hundreds of roadway and bridge projects in rural areas allows us to efficiently design projects that meet your needs while staying within the available funding. Our established relationships with agencies streamline the permitting and review process, saving our clients time and money. Additionally, our ongoing work throughout Morrow County allows us to efficiently coordinate site visits, which reduces costs.

Understanding of Local Area Factors

Our team has had the privilege of working on projects in Morrow County for over 40 years, providing engineering services to the County and each of the principal communities within the County. By working in the region for more than four decades, we have gained a great deal of experience with many of the items that could "make or break" a successful project.

Local conditions for which we have knowledge and experience are:

- How local weather conditions affect construction activities
- The goals and priorities of the local people and communities
- The local materials resources and their quality
- Contractors and suppliers who work in the area
- Each of the communities' infrastructure
- The local regulatory and permitting agencies and their personnel
- Understanding of local agricultural needs
- Working relationships with local utility companies that could be affected by potential projects
- Local survey records and requirements
- Working relationships with local ODOT Regions 4 and 5 personnel

- Morrow County Public Works Department construction capabilities

PROCESS TO DELIVER REQUESTS

Our process to deliver design, engineering, and survey work to the Morrow County Public Works Department will follow the work order process outlined in the Method of Approach section of your RFP. For example, if the Public Works Department has a need to have some survey work completed on a section of road the County wants to replace, your Public Works staff would contact Doug Ferguson, either by phone or email, to make him aware of the need. Within 24 business hours, Doug or a project manager from AP would respond to the staff member who made the request. Our team would then develop a work order that would include a detailed scope of work, schedule, and associated fee for the survey work needed. We would assign a senior project manager to oversee the work order and interface with the County's Public Works staff. The scope of work would be sent to your Public Works staff who made the request for the County's approval. We typically develop a draft work order within one week of receiving the request, and many times this can be accomplished in a shorter time frame if needed.

Once the work order is approved, our project manager would finalize the schedule and make resource assignments and plans for delivering the work. Our project manager would then schedule a kickoff meeting, if required, that would include Public Works staff and key team members assigned to the work order.

Once work commences, progress would be reported to the County's Public Works staff as outlined in the work order, and any deliverables would undergo a quality control check as outlined in our quality control process before being delivered to the County.



METHOD OF FILE SHARING

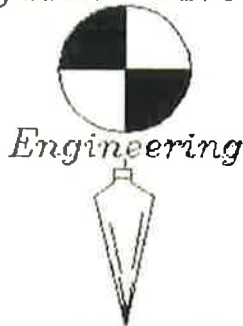
The AP/Ferguson team can share files in several ways:

1. Small files can be shared via email.
2. Larger files may be shared via a secure File Transfer Protocol (FTP) server.
3. Larger projects may be set up on a SharePoint Cloud Service to allow for more collaborative access to the County staff for multiple small and larger files.

PROCESS OF PROJECT CLOSEOUT

Prior to project closeout, the work order project manager would contact the appropriate County staff to confirm that all work order deliverables have met expectations. Any final hard copies or electronic files would be sent to the County, and a final invoice would be prepared. Depending on the work order type, state or federal agencies may need to be consulted prior to closing out a specific work order.

Ferguson Surveying



P.O. Box 519, 210 E. Main
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL djse@ortelco.net

FEE SCHEDULE AND HOURLY RATES

Fee will be actual cost based on the time and other expenses as outlined below for the work performed.

Revised August 26, 2019

Professional Engineer or Land Surveyor	\$120.00
Engineer/Survey Technician	\$95.00
GPS Party Chief	\$150.00
Survey Party Chief	\$95.00
Survey Field Tech	\$50.00
Construction Inspector/Project Management	\$95.00
Cad Drafting	\$95.00
Clerical	\$50.00

Mileage	\$.585 per mile
Overnight Lodging	Attached receipt amount
Per Diem	\$40.00 per day, per person only when overnight stay is required
Equipment & Supplies	All normal equipment, including surveying equipment, instruments, computers, software, and normal incidentals are included in the above hourly rates.
Special Equipment & Supplies	If specific equipment or supplies are required, they will be charged to the client at the actual cost plus 15%.
Billing Policy	Billing will be on a thirty (30) day basis and any invoice not paid in full within thirty (30) days will be charged an additional 1% per billing cycle on the total balance owed.

August 23, 2019

Morrow County
Attn: Sandi Pointer
365 W. Highway 74
Lexington, Oregon 97839

RE: Request for Proposal Clarification

Dear Sandi:

We appreciate the opportunity to answer your questions and clarify our proposal. It is very common for different firms to establish a teaming relationship for a specific opportunity to offer a client more capabilities than a single firm can provide. This is the approach that Anderson Perry & Associates, Inc. (AP) and Ferguson Surveying and Engineering (FSE) have taken to meet your engineering needs. After considering your questions, we feel it is important to propose several key changes to the approach presented to simplify our working arrangement with you while providing a high level of service. While our answers to your questions reflect these changes, we are happy to make additional modifications to best meet the County's needs.

Fee Schedule: Comparable cost, Which fee item would Doug, Kenny and Mitch with their supporting team from Ferguson Surveying and Engineering come in on the Anderson Perry Fee Schedule? And for clarity will all invoicing be from AP?

Doug, Kenny, Mitch, and other support staff from FSE would bill at their FSE rates with no markups from AP. FSE will be providing the County with their current rates in a separate document to follow this letter.

For this agreement, we propose that AP will take the lead and responsibility for all invoicing. We understand this is what you prefer, and we also believe this approach will allow the County to receive invoices in a timely and consistent manner.

Contact information: Ferguson is referenced as main contact on the proposal, Will Anderson Perry be utilized at all with any projects? What information, if any, can we have about what is the legal arrangement with FSE and AP? On page 13 it is listing contact Andy Lindsay as secondary; the review committee would like direction on process if Doug is not available or time is crucial who is contact?

While our proposal did list Doug Ferguson as the main contact, upon further consideration we feel it would work best for the County for AP's Project Manager, Andy Lindsey, to be the main point of contact and serve as the Contract Manager for Morrow County. We also propose that Brett Moore be the secondary point of contact if Andy is unable to respond and time is crucial. Furthermore, AP's president, Brad Baird, will be available to provide additional support as needed.

Sandi Pointer
August 23, 2019
Page 2

Upon receipt of a request from the County for assistance, Andy would work with the County to determine the best approach for utilizing either FSE staff, AP staff, or a combination thereof. Andy will be responsible for developing scopes of work and associated fee estimates as well as overseeing work performed by either FSE or AP and will ensure invoices and deliverables are timely and accurate. As work orders are developed, we anticipate there will be times County staff will be working directly with other FSE or AP staff as necessary.

For this contract, FSE will be working under a subconsultant agreement with AP. There is no formal partnership. FSE and AP have agreed to work together cooperatively to best serve the County. AP would be happy to provide you a copy of our subconsultant agreement with FSE.

How or what is determined what level of team is used, I know before work is done it looks as though there will be a cost estimate (Page 13, third bullet on General Approach) We would like to know what determines this cost level?

Andy Lindsey will work with the County to establish the level of effort needed on a task and determine the best team members to be used for the request. We typically develop a task fee and scope for any request that will exceed \$2,000 and will seek approval from the County before proceeding. This approach helps to avoid any misunderstandings on what we believe we are to be doing and what the estimated fee will be. We will proceed with work as soon as possible on smaller requests that will be billed under our *General Engineering Services* line item and invoiced with appropriate detail. The \$2,000 amount can be adjusted to any amount desired by the County. Additionally, we can modify this approach if you desire.

The cost for a task is largely determined by the type of staff required and our estimate of the number of hours required to complete the task based on discussions with you.

This will be a five-year contract with Anderson Perry and what is your process with the Fee Schedule and if any cost of living increase or something to be aware?

Once a year, each April, AP makes minor adjustments to our Hourly Fee Schedule to accommodate cost-of-living increases. Annual adjustments to fee schedules are common in the industry to cover expenses, etc.

Didn't notice lodging, meals and travel expenses. I would assume the fee schedule is incorporating these costs but would like clarification.

Our hourly fees do not include travel costs (mileage, lodging, meals). Mileage is billed at federal rates while lodging and meals are invoiced at actual costs if an overnight stay is required, which is typically rare. Equipment costs may also be billed as required by tasks. Other costs, such as printing, postage, and support staff time, are included in the hourly rates and are not billed separately. We have attached a current Hourly Fee Schedule for your review.

Request for Proposals Surveying and Engineering Services

RFP Score Sheet

8/26/2019

Proposer

Total score

SNP KK DG EI MS
#1 #2 #3 #4

TOTAL

Proposer	SNP #1	KK #2	DG #3	EI #4	MS	TOTAL
AndersonPerry & Associate, inc.	73	93	88	89	67	410

73 93 88 89

#1 Sandi Putman, MC Management Assistant

#2 Kate Knop, MC Finance Director

#3 Darrell Green, MC Administrator

#4 Eric Imes, Assistant Road Master

#5 Matt Scrivner, MC Public Works Director

Request for Proposals
Surveying and Engineering Services

Evaluation Criteria Score Sheet

Proposer: Anderson Perry

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	15	<u>12</u>
B. Consultant's Capabilities/ Experience/References	15	<u>13</u>
C. Labor & Equipment Availability	10	<u>9</u>
D. Method of Approach	10	<u>9</u>
E. Response time to requests	10	<u>10</u>
F. Process to deliver requests	15	<u>13</u>
G. Method of file sharing	10	<u>9</u>
H. Process of project closeout	15	<u>13</u>

FB

Scored by: Darrell J Green
(Please Print Name)

Signed: [Signature]

Date: 8/26/2019

Request for Proposals
Surveying and Engineering Services

Evaluation Criteria Score Sheet

Proposer: Anderson Perry -

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	15	<u>10</u> will stay w/ - FSE -
B. Consultant's Capabilities/ Experience/References	15	<u>10</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>8</u>
E. Response time to requests	10	<u>8</u>
F. Process to deliver requests	15	<u>11</u> up to 2000
G. Method of file sharing	10	<u>8</u>
H. Process of project closeout	15	<u>10</u>

Scored by: Sarah Pointer
 (Please Print Name)

Signed: [Signature]

Date: 8/26/19 -

73 -
 Lishira Dova
 Main Contact -
 Wiantina AP
 Contact too

Request for Proposals
Surveying and Engineering Services

Evaluation Criteria Score Sheet

Proposer: Anderson Perry & Associates Inc

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	15	<u>15</u> (Ferguson Fee Schedule)
B. Consultant's Capabilities/ Experience/References	15	<u>15</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>10</u>
E. Response time to requests	10	<u>10</u>
F. Process to deliver requests	15	<u>15</u>
G. Method of file sharing	10	<u>10</u>
H. Process of project closeout	15	<u>10</u>

93

Scored by: Kate Knop
(Please Print Name)

Signed: Kate Knop

Date: 8/26/19

Request for Proposals
Surveying and Engineering Services

Evaluation Criteria Score Sheet

Proposer: Anderson Pease & Associates, Inc

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	15	<u>10</u>
B. Consultant's Capabilities/ Experience/References	15	<u>15</u>
C. Labor & Equipment Availability	10	<u>8</u>
D. Method of Approach	10	<u>8</u>
E. Response time to requests	10	<u>8</u>
F. Process to deliver requests	15	<u>13</u>
G. Method of file sharing	10	<u>7</u>
H. Process of project closeout	15	<u>12</u>

Scored by: MATTHEW B. SCRIBNER
(Please Print Name)

Signed: 

Date: 8/26/19

67-

Request for Proposals
Surveying and Engineering Services

Evaluation Criteria Score Sheet

Proposer: Anderson Perry & Associates, inc.

<u>Criteria</u>	<u>Maximum</u>	<u>Score</u>
A. Fee Schedule	15	<u>12</u>
B. Consultant's Capabilities/ Experience/References	15	<u>14</u>
C. Labor & Equipment Availability	10	<u>10</u>
D. Method of Approach	10	<u>8</u>
E. Response time to requests	10	<u>8</u>
F. Process to deliver requests	15	<u>13</u>
G. Method of file sharing	10	<u>10</u>
H. Process of project closeout	15	<u>14</u>

Scored by: ERIC IMES
(Please Print Name)

Signed: Eric L. Imes

Date: 9/4/2019

89-



AGENDA ITEM COVER SHEET
 Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
 4b

**Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)**

Presenter at BOC: Matt Scrivner
 Department: Morrow County Public Works
 Short Title of Agenda Item: **Surveying and Engineering Professional Services Contract signing**
 (No acronyms please)

Phone Number (Ext): 541-989-9500
 Requested Agenda Date: 10/9/2019

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input checked="" type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Anderson Perry & Associates, Inc**
 Contractor/Entity Address: **1901 N Fir Street/PO Box 1107, La Grande, OR 97850**
 Effective Dates – From: **Oct. 9, 2019** Through: **Oct. 9, 2024**
 Total Contract Amount: **Will Vary with projects** Budget Line: **202-220-5-20-3120**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

_____ DATE _____	Department Director	Required for all BOC meetings
<i>[Signature]</i> DATE 10/7/19	Administrator	Required for all BOC meetings
<i>R. Tovey email</i> DATE 10/7/19	County Counsel	*Required for all legal documents
_____ DATE _____	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE _____	Human Resources	*If appropriate

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Morrow County Public Works had a request for Proposals (RFP) out for Surveying and Engineering Services for areas in the County ROW and other areas necessary to keep detailed accuracy in performing tasks and keeping our projects sufficient and complete. This will be a five year contract. Which was awarded on Oct. 2, 2019 and recommended the signing of Contract.

The agreement is similar to our agreement with Ferguson Surveying.

2. FISCAL IMPACT:

The G/L line item that primarily all costs will need to come out of is 202.220.5.20.3120 Cost will be various as projects are finalized. Three year average is \$89,590.

3. SUGGESTED ACTION(S)/MOTION(S):

For your review. If you have questions, pull to a business item for discussion

Attach additional background documentation as needed.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this October 9, 2019 by and between **Morrow County, Oregon**, hereinafter referred to as the OWNER, and **Anderson Perry & Associates, Inc.** hereinafter referred to as the ENGINEER:

The OWNER has need of a consulting Engineer from time to time for a variety of projects within the County. The OWNER hereby designates the ENGINEER as "Engineer of Record for Morrow County". The OWNER intends to have the ENGINEER aid with these projects and intends to contract for these services on a project-by-project basis by issuing individual Work Orders which will be extensions of this general engineering agreement, subject to all of the provisions contained herein. The scope of work and cost of services for each specific project shall be described in each project Work Order requesting the ENGINEER'S services. The ENGINEER agrees to provide the necessary engineering services under the terms and conditions as outlined herein and as may be further detailed and described in the respective Work Orders.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – ENGINEERING SERVICES

WORK ORDERS

The OWNER shall request the ENGINEER to provide Professional Services whenever the OWNER wishes to engage the ENGINEER. A Work Order shall be prepared which describes the scope of services to be provided by the ENGINEER, which describes any special contractual agreements that are applicable to the Work Order, and which defines the method of compensation for the services to be performed. Either the OWNER or the ENGINEER may prepare the Work Order. The ENGINEER will provide the services outlined in the Work Order after the Work Order has been approved and authorized by both the OWNER and the ENGINEER's representatives. However, the ENGINEER may proceed immediately, if requested by the OWNER, and the Work order will be prepared and approved within a reasonable amount of time thereafter. Work Orders will be prepared for each specific project or work task to be performed for the OWNER.

ENGINEERING SERVICES

When requested by the OWNER in a Work Order, the ENGINEER may provide engineering services of the general type and scope outlined hereafter. The detailed scope of the requested engineering services shall be defined in the respective Work Order.

1. Planning studies, technical evaluations, and feasibility studies.
2. Design engineering services including conceptual designs, cost estimates, site mapping, final designs, and plans and specifications.
3. Construction engineering services such as construction contract administration, Engineering review of construction work, staking, and materials testing.
4. Preparation of environmental review records, impact statements, and other information as may be requested from outside agencies or bodies.
5. Assistance with obtaining permits, applications, etc., as necessary for the work.
6. Property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements.
7. Geological, hydraulic, or other studies.
8. Assistance with water right issues and the preparation of water right applications.
9. Administrative services for administering project grant and loan funding from outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, audit data, wage monitoring and reviews, and other support as appropriate to help facilitate the overall project development in accordance with local, State, and Federal requirements.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for the various engineering services as defined in the respective Work Orders according to the fee schedules attached as Exhibit A and incorporated herein by this reference.

1. Payment

The OWNER agrees to pay the ENGINEER for the services outlined in this section on a monthly basis for the actual services provided. The ENGINEER will render to the OWNER an itemized bill at the end of each month, for compensation for such services performed under each separate Work Order during such month, the same to be due and payable by the OWNER to the ENGINEER.

SECTION C – GENERAL PROVISIONS

1. This contract shall become effective on the date at which this Contract has been signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire five years from the execution of this agreement. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
3. This Agreement is not exclusive to either party. The OWNER may contract with other engineering firms as the OWNER deems appropriate and in the best interest of the OWNER.
4. Approval of a Work Order under this Agreement by the OWNER and the ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for in this Agreement and as further defined in the respective Work Order. However, the ENGINEER may proceed immediately with the work prior to execution of a Work Order, if requested by the OWNER.
5. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
6. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
7. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended purpose of the projects and no warranty or representation either express or implied, is included or intended as part of its services.
8. Any opinion of construction costs prepared by the ENGINEER represents his judgement as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over the competitive bidding or market conditions, the

ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the OWNER.

9. The OWNER shall pay plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, State, or Federal authorities, and shall secure the necessary land easements, rights-of-way, and construction permits.
10. Insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of street, pavements, and boundaries, rights-of-way, and other surveys presently available. The OWNER shall provide for full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
11. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
12. Original documents, survey notes, tracings and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER. Documents, including plans and specifications, which contain an Engineer's stamp prepared under this Agreement are instruments of service of the Engineer. Reuse of any of the plans and specifications that may be developed during a project by the OWNER on extensions of the project or on any other project without the written permission of the ENGINEER shall be at the OWNER'S risk. The OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of any unauthorized reuse of the ENGINEER'S instruments of service by the OWNER OR BY OTHER'S AGENTS ACTING THROUGH THE OWNER. The ENGINEER shall make available to the OWNER, when requested, copies of these documents, plans, photographs, etc., that are prepared as part of the ENGINEER'S services under this Agreement. There will be no cost for these documents except for the cost of the labor to compile the documents and the reproduction costs.
13. There are no third-party beneficiaries of this Agreement between OWNER and ENGINEER and no third party shall be entitled to rely upon any work performed or reports prepared by the ENGINEER hereunder.
14. Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

15. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the ENGINEER shall be paid for services based on actual man-hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
16. This Agreement may be terminated by either party without cause with 60 days notice to the other party, and may also be terminated for non-appropriation of funds. If this Agreement is terminated, the ENGINEER shall be paid for services performed based on actual man-hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
17. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
18. The OWNER will require that any contractor or subcontractor performing construction work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Construction contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants, or their officers, agents and employees.
19. The OWNER and ENGINEER acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the drawing and specifications or changes that are identified during construction which will result in a better overall project for the OWNER, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the OWNER, ENGINEER or contractor. As a consequence of the above, the OWNER realizes that the construction contractors may be entitled to additional payment. The OWNER agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved change order. The OWNER further agrees to make no claim by way of direct or third party action against the ENGINEER with respect to additional payments made to construction contracts relating to such changes.

20. The ENGINEER shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The ENGINEER shall comply with applicable Federal, State, and local laws, rules, and regulations concerning Equal Employment Opportunity.

This Agreement is executed on the day and year written at the beginning of this Agreement.

ENGINEER

Anderson Perry & Associates, Inc.

By: Brad D. Baul Title: PRESIDENT Date: 10-16-2019

Facsimile number: 541-963-5456 Phone number: 541-963-8309

COUNTY

MORROW COUNTY BOARD OF COMMISSIONERS

Date: 10-23-19

Jim Doherty
Jim Doherty, Chair

Melissa Lindsay
Melissa Lindsay, Commissioner

Don Russell
Don Russell, Commissioner

APPROVED AS TO FORM:

Josh Nels
County Counsel
OSB #07446

EXHIBIT "A"

**WORK ORDER – Morrow County, Oregon, and Anderson Perry & Associates, Inc.
General Engineering Services**

Work Order No. _____

Job No. _____

Date _____

Billing Group No. _____

I. SCOPE OF SERVICES

In accordance with the AGREEMENT FOR GENERAL ENGINEERING SERVICES dated October ____, 2019, the OWNER hereby authorizes the ENGINEER to perform the following professional engineering services:

II. SPECIAL CONDITIONS

SPECIAL CONDITIONS related to this WORK ORDER are as follows:

III. BASIS OF PAYMENT

- Time and Materials Basis
- Lump Sum Basis = (Lump Sum Amount: \$ _____)
- Hourly Fee Basis
- Other as described hereafter:

IV. AUTHORIZATION OF WORK ORDER

OWNER: Morrow County, Oregon

By: _____

Type Name: _____

Title: _____

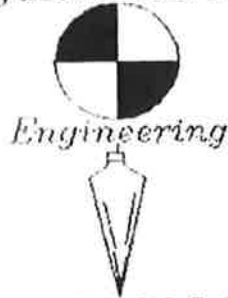
Acceptance by ENGINEER: Anderson Perry & Associates, Inc.

By: _____

Type Name: _____

Title: _____

Ferguson Surveying



P.O. Box 519, 210 E. Main
MT. VERNON, OR 97065
PHONE (541)932-4520
FAX (541)932-4430
EMAIL djse@ortelco.net

FEE SCHEDULE AND HOURLY RATES

Fee will be actual cost based on the time and other expenses as outlined below for the work performed.

Revised August 26, 2019

Professional Engineer or Land Surveyor	\$120.00
Engineer/Survey Technician	\$95.00
GPS Party Chief	\$150.00
Survey Party Chief	\$95.00
Survey Field Tech	\$50.00
Construction Inspector/Project Management	\$95.00
Cad Drafting	\$95.00
Clerical	\$50.00

Mileage	\$.585 per mile
Overnight Lodging	Attached receipt amount
Per Diem	\$40.00 per day, per person only when overnight stay is required
Equipment & Supplies	All normal equipment, including surveying equipment, instruments, computers, software, and normal incidentals are included in the above hourly rates.
Special Equipment & Supplies	If specific equipment or supplies are required, they will be charged to the client at the actual cost plus 15%.
Billing Policy	Billing will be on a thirty (30) day basis and any invoice not paid in full within thirty (30) days will be charged an additional 1% per billing cycle on the total balance owed.



1901 N Fir Street, P.O. Box 1107
 La Grande, OR 97850
 (541) 963-8309, Fax (541) 963-5456
 www.andersonperry.com

engineering • surveying • natural resources

HOURLY FEE SCHEDULE

April 1, 2019

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician	\$ 50.00
Technician I	\$ 55.00
Technician II	\$ 60.00
Technician III	\$ 70.00
Technician IV	\$ 80.00
Technician V	\$ 85.00
Technician VI	\$ 90.00
Technician VII	\$ 95.00
Senior Technician I	\$100.00
Senior Technician II	\$105.00
Senior Technician III	\$110.00
Senior Technician IV	\$115.00
Senior Technician V	\$120.00
Senior Technician VI	\$130.00
Senior Technician VII	\$155.00
Senior Technician VIII	\$175.00

ENGINEERING

Engineering Technician I	\$ 95.00
Engineering Technician II	\$100.00
Engineering Technician III	\$105.00
Engineering Technician IV	\$110.00
Engineering Technician V	\$115.00
Engineering Technician VI	\$130.00
Staff Engineer I	\$100.00
Staff Engineer II	\$105.00
Staff Engineer III	\$115.00
Project Engineer I	\$120.00
Project Engineer II	\$125.00
Project Engineer III	\$130.00
Project Engineer IV	\$140.00
Senior Engineer I	\$150.00
Senior Engineer II	\$155.00
Senior Engineer III	\$160.00
Senior Engineer IV	\$170.00
Senior Engineer V	\$175.00
Senior Engineer VI	\$180.00
Senior Engineer VII	\$185.00
Senior Engineer VIII	\$200.00

ARCHAEOLOGY

Archaeological Intern	\$ 50.00
Archaeologist Technician I	\$ 60.00
Archaeologist Technician II	\$ 65.00
Archaeologist Technician III	\$ 70.00
Senior Archaeologist I	\$ 90.00
Senior Archaeologist II	\$105.00
Senior Archaeologist III	\$110.00

PROJECT REPRESENTATIVES

Project Representative I	\$ 95.00
Project Representative II	\$100.00
Project Representative III	\$105.00
Project Representative IV	\$110.00

PLANNING

Senior Planner	\$125.00
----------------	----------

OVERTIME

Overtime Surcharge	\$ 35.00
--------------------	----------

SURVEYORS AND CREWS

Survey Technician I	\$ 65.00
Survey Technician II	\$ 75.00
Survey Technician III	\$ 80.00
Survey Technician IV	\$ 85.00
Survey Crew Chief I	\$ 90.00
Survey Crew Chief II	\$100.00
Survey Crew Chief III	\$115.00

Professional Land Surveyor I	\$120.00
Professional Land Surveyor II	\$125.00
Professional Land Surveyor III	\$135.00
Professional Land Surveyor IV	\$155.00
Professional Land Surveyor V	\$165.00
GPS Total Station	\$ 40.00
Robotic Survey Station	\$ 30.00

Total Station	\$ 23.00
ATV (4-hour minimum)	\$ 30.00
Resource Grade GPS	\$ 20.00
Electrofisher	\$ 25.00
Unmanned Aircraft System (UAS/Drone)	\$ 45.00
GIS Arrow Gold RTK GPS Unit	\$500/week, \$250 minimum

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.58 per mile for standard highway vehicles as of January 1, 2019. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

G:\APDOcs\Fee Schedules\2019\Hourly Fee Schedule April 2019.docx



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4e

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Katie Imes
Department: The Loop
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 541-676-5667
Requested Agenda Date: September 9th 2020

Vehicle Disposal Request

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 9/4/20 DATE Department Director Required for all BOC meetings
[Signature] 9/4/20 DATE Administrator Required for all BOC meetings
[Signature] DATE County Counsel *Required for all legal documents
[Signature] 9/4/20 DATE Finance Office *Required for all contracts; other items as appropriate.
[Signature] DATE Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

See Attachment

2. FISCAL IMPACT:

Funds received from Sale will go into the 225-STF Vehicle Reserve Fund

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve disposal of Assets: 2002 Ford Bus, 2002 Crown Victoria and 2000 Ford Bus.

Attach additional background documentation as needed.

September 9th 2020



The Loop has three vehicles that are in marginal condition and ready for disposal. Below is a detailed listing of each vehicle.

1. **Asset:** Ford Star Craft (Bus)
Year: 2002
VIN:1FDXE45S12HB37580
Owner: Morrow County
Date of Purchase & Cost: 9/25/2002/\$51,220
Funding Source: Special Transportation

2. **Asset:** Ford Crown Victoria (Sedan)
Year: 2002 **VIN:**2FAFP71W92X129852
Owner: Morrow County
Date of Purchase & Cost: 10/30/2001/\$20,508 (No Cost to The Loop)
Funding Source: Morrow County General Fund

3. **Asset:** Ford (Bus)
Year: 2000
VIN:1FDXE45S1YHB68837
Owner: Public Transportation Division
Date of Purchase & Cost: 01/23/2001/\$40,446
Funding Source: Special Transportation

The Loop will post the asset with GovDeals.com. GovDeals.com is an online Government Surplus Auction Company, they offer 0% fees to the seller and 10% commission comes from the buyer. The buyer pays for the asset through GovDeals.com, it is the buyer's responsibility to remove the asset at their expense, within the specific time frame. GovDeals.com will remit payment to Morrow County.

The STF Funded Assets cannot be transferred, the funds received from the sale will be allocated to the 225-STF Vehicle Reserve Fund. The Morrow County Funded Asset (Crown Victoria) can be transferred to another department in need.

Katie Emis
Transportation Coordinator



**NORTHEAST
OREGON
WATER ASSOCIATION**

LIFE DEPENDS ON WATER, WE DEPEND ON YOU.

NOWA Biennial Goals

Water Related

- Water Quantity (\$150K)
 - Finish East and West Projects and close the books on the 2015 state funding
 - Secure a funding package for Umatilla County to construct the Ordnance Project
 - Begin Basalt Savings and Banking testing
 - Continue to engage with state and Washington State partners regarding a long-term Columbia River mitigation strategy
- Water Quality (\$40K)
 - Defend the region against the EPA petition and attacks from outside interest groups
 - Secure state appointment of an interagency Task Force to focus on fixing and de-designating all or portions of the LUBGWMA (Support passage of SB 1562 in the short session) (Note: POP 350 was 2020 Priority)
- Public Relations (\$45K)
 - Public Relations and Public Outreach Campaign
 - “Water Before Anything – The Sequel”
 - Continued presence in Salem and Water Committee/Water Vision fact finding
 - Continued participation in EOBS (Water Tour)
 - Development of MID-C-ES-T

NOWA Biennial Goals

Other

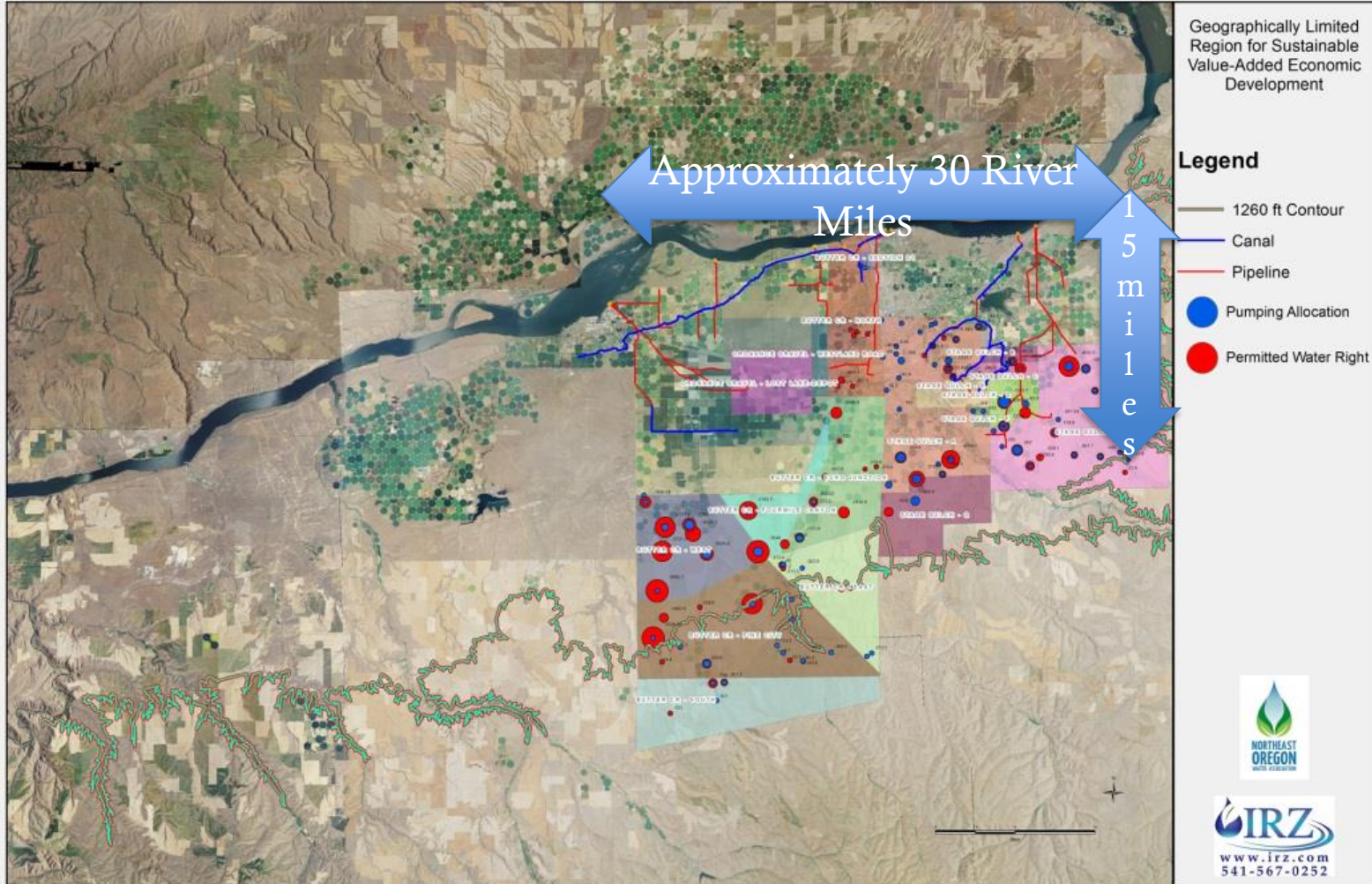
- Renewable Energy Corridors(\$5K)
 - Rule making almost complete
 - Secure rule making and work with counties to implement corridors
- Elk Depredation (\$5K)
 - Continue funding and fixing Cold Springs and Gurdane elk depredation issues

WE NEED YOUR HELP

(Note: NOWA has not sought funds beyond base budget for over 5 years)

- Seeking general donations for NOWA for:
 - \$10K to match OSU/INR grant request to develop “Water Before Anything” Sequel
 - \$30K to update website and complete PAC WEST supported Public Outreach campaign
 - The Basin and State need a reminder of what we committed to fix and what we have gone through to live up to those commitments

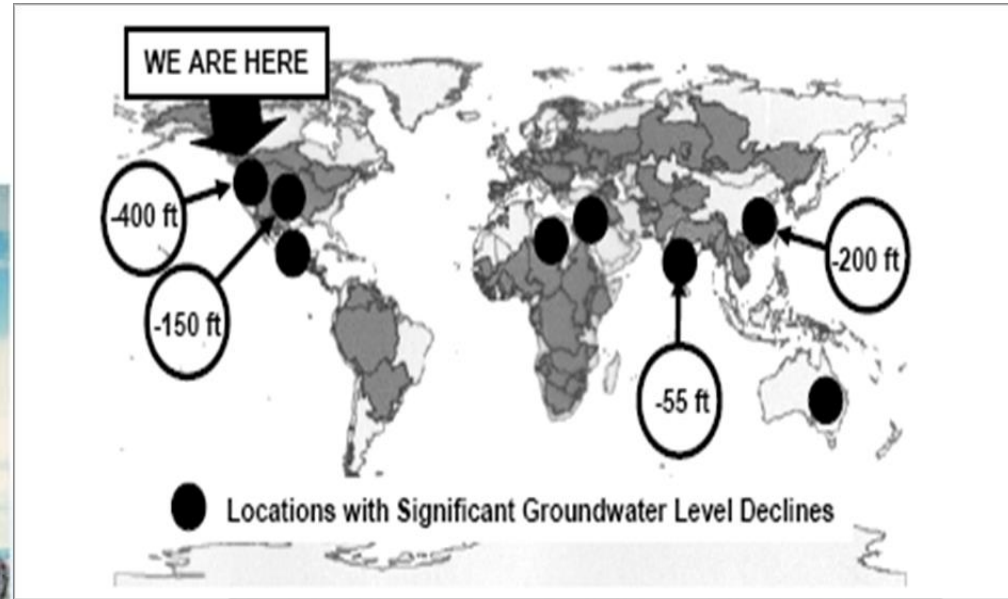
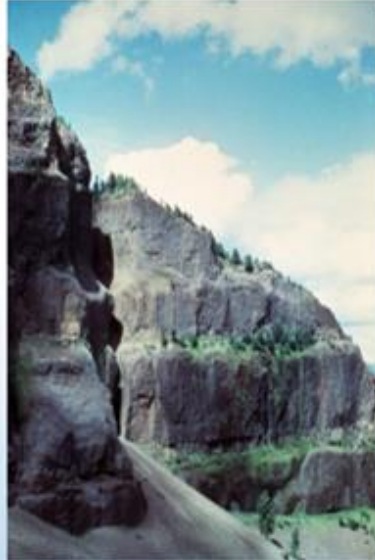
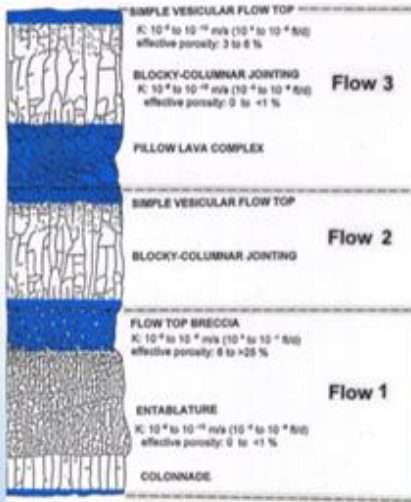
Water Background:



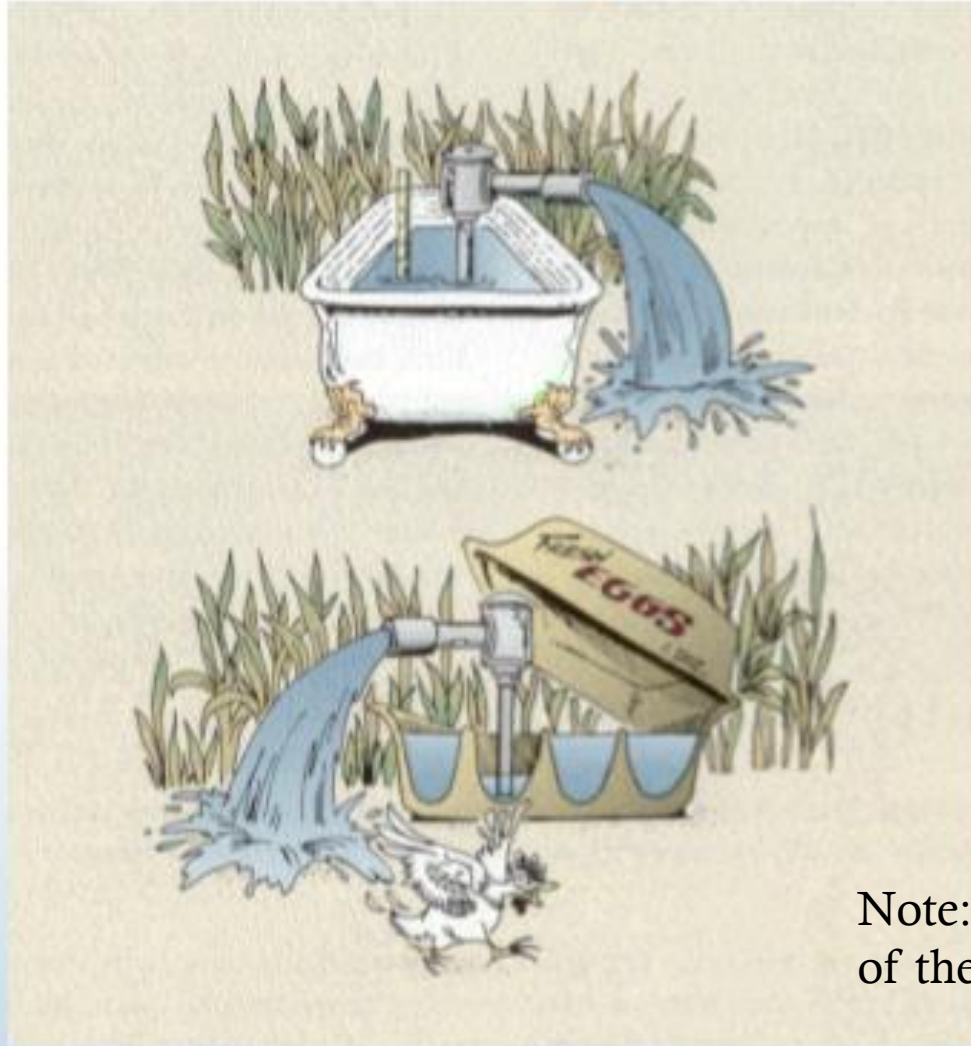
Basalt Aquifers

Columbia River Basalt

SHEET FLOWS



CRB Compartmentalization



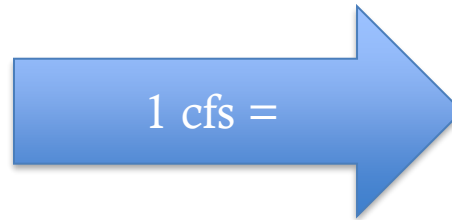
Willamette,
Deschutes,
Klamath...

Columbia River
Basalt

Note: Past well drilling practices
of the 50's and 60's

Water Terminology

- 1 Cubic Foot
 - +/- 7.5 gallons
- 1 Cubic-Foot-Second (cfs)
 - 1.98 acre-feet/day
- 1 Acre-Foot
 - 43,559 cubic-feet
 - 326,692 gallons



- Full Rotation Farmland
 - 3.5 AF/Acre
- Sustainable Annual Yield (SAY)
 - Amount of water that can be taken out of an aquifer and still maintain the static level at even



Water Source Facts

Basalt Groundwater

- Total acres affected
 - +/- 250,000
- Total certificated groundwater rights
 - 190,466 AF/year
- Total water right volume cut off through CGA restrictions
 - 127,038 AF/year (67%)
- Total currently pumped: 63,428/year

Columbia River

- Average Daily flow
 - 180,000 cfs
 - 356,000 AF/day
- Total pumped under pre-1994 water rights
 - +/- 1,200 cfs (0.6%)
- Total new mitigated water rights issued
 - 180 cfs (0.1%)
- **Total Mitigation Secured to date: 112 cfs**

Compressed Basin Timeline

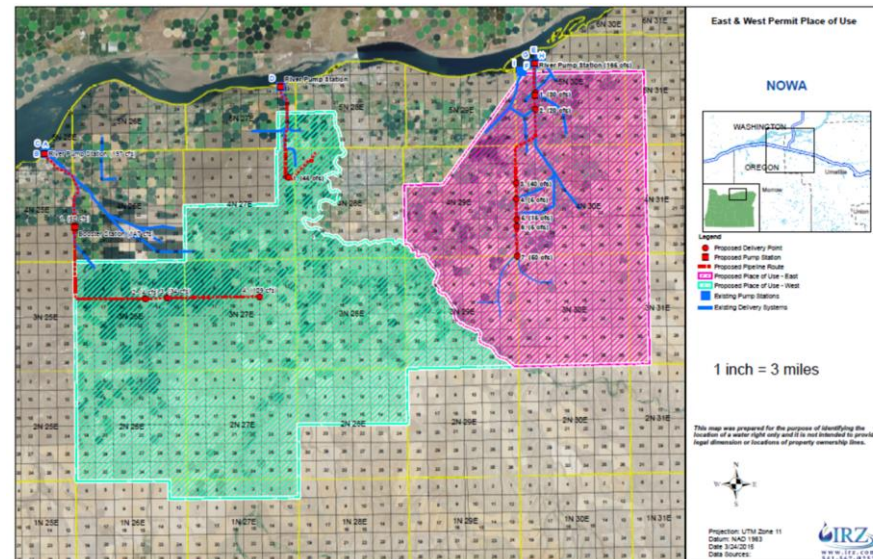
- 1855 Treaty with the Walla Walla, Cayuse and Umatilla Tribes
- 1916 Adjudicated decree of water rights to use waters of Umatilla River and its tributaries
- 1954 Pendleton Project Investigation by BOR. Concluded that potential irrigable land far exceeded available water supply
- 1958 First reports of water table decline in Butter Creek area
- 1966 Bureau of Reclamation reports that any significant increase in pumping from basalt aquifers would likely result in accelerated decline of water tables
- 1976 OWRD designates Butter Creek a Critical Groundwater Area (remanded until 1986)
- 1976 Critical Groundwater Area designated by OWRD for Ordinance Basalt and Gravel
- 1977 Lost Lake/Depot well owners initiated project to artificially recharge shallow gravel aquifer using existing canal system
- 1986 Critical Groundwater Area designated by OWRD for Buttercreek Basalt
- 1988 Umatilla Basin Project authorized and funded by Congress -- allows irrigators to exchange Umatilla River water for Columbia River water
- 1990 ODEQ declares 352,000 acres in Umatilla and Morrow counties as a groundwater management area (GWMA) due to nitrate contamination
- 1991 Critical Groundwater Area designated by OWRD for Stage Gulch Basalt
- 2004-2008 Development of the Umatilla Sub-Basin 2050 Water Management Plan
- 2008 Oregon Legislature passes SB 1069 authorizing \$750 K to complete a feasibility study of the Umatilla Basin Aquifer Restoration Project (A milestone in state water planning efforts – OR and AK w/o plan)
- 2009 Oregon legislature passes HB 3369 authorizing \$2.5 million in grants and loan funding (a milestone in state water development efforts)
- 2010 - Umatilla Basin Water Commission forms to coordinate the implementation of the Umatilla Basin Aquifer Restoration Project and address basin wide needs
- March 2011 – Stage I of Umatilla Basin Aquifer Restoration Project Completed
- August 2013 – Umatilla Basin Water Commission completes work authorized by IGA
- August 2013 - Northeast Oregon Water Association forms to continue water development projects under a coordinated, comprehensive effort
- 2013 – Northeast Oregon Water Association unveils plan for short and long-term water supply certainty in the Umatilla Basin that takes pressures off of fish rearing tributaries of the Columbia River, improves aquifer conditions and builds the local economy
- 2015 – Oregon legislature approves \$11 million in funding for regional Columbia River water supply projects

Water 2.0 (The Agenda is Set)

- Support settlement CTUIR Water Rights Claims
- Complete all THREE infrastructure Projects
(Note: the Basin cannot fix the State's over-appropriation problems without all three projects)
- Umatilla Basin "Basalt Bank"
 - Basin has documented commitment to testing basalt savings and restoration, a key climate resilience need
- Development of Permanent Upper Columbia Mitigation Program
 - Mainstem Mitigation Credit program above John Day Dam

Local Definition of Success (2013 OBC):

- USE OF:
 - 150,000 (500 cfs) – Acre-Feet (500 CFS = .0025% of average daily flow, or .004% at low flow) of Columbia River water.
 - Negotiated down to 180 cfs for first phase due to mitigation water right totals
- AND:
 - Infrastructure penetrating our four critical groundwater areas
 - Three Projects to facilitate a fix!
- WHICH WILL:
 - Give large and small acreage owners a chance to make a difference
 - Encourage innovation and entrepreneurship
 - Generate billions in economic activity and thousands of local and regional jobs (all sectors)
 - Take pressures off of over-appropriated groundwater and Columbia River tributaries
 - Guarantee commitment to and access to future long-term main-stem projects
 - Build a customer base for regional partnerships in NE Oregon



The Regional Plan

Step #1 (2015): Mitigated Water rights and infrastructure

- Facilitates economic benefit
- Facilitates environmental benefit
- Facilitates social benefit if protections are established to prevent speculation and splinter efforts
- Note: Only two of three infrastructure projects funded

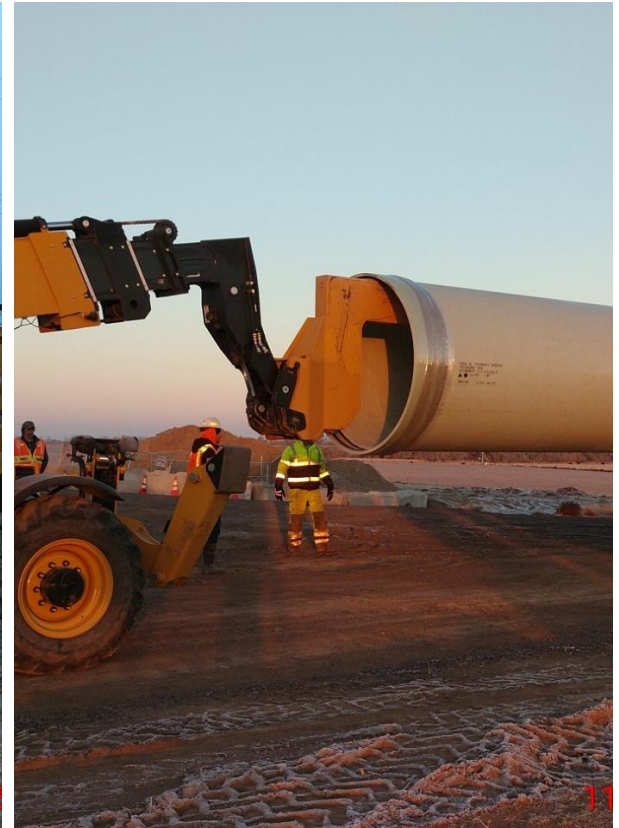
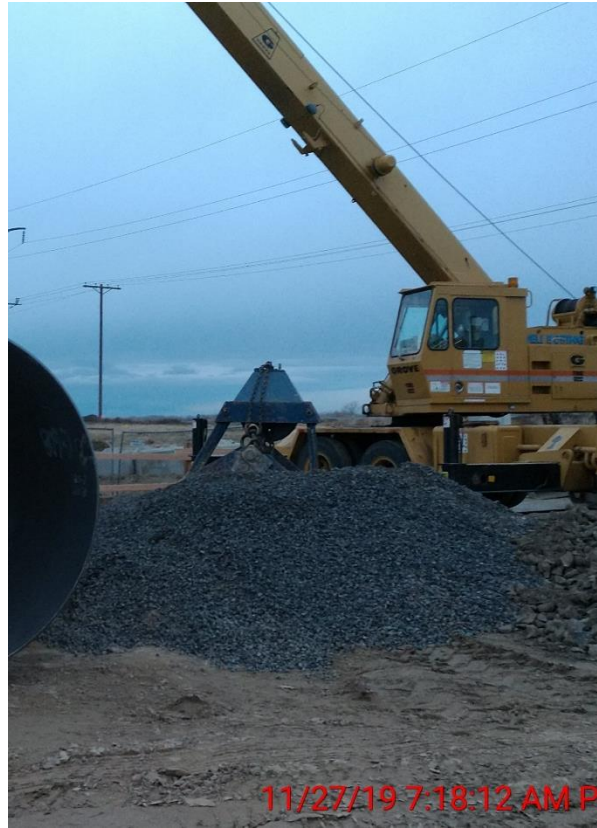
Step #2: Basalt Relief/Bank

Step #3: Permanent Mitigation Program and, hopefully, a functioning basalt savings and banking program

Promises the Basin Made and Remains Committed too:

- Private Business will Pay its fair share
 - The first two projects (not counting time value of money) breakdown to the following
 - East and West costs = \$83 Million (\$11 million public/\$72 million private)
 - 14% public/86% private investment
 - \$122.00 af public/\$744.00 af private
- Projects will facilitate measurable economic return
 - The new Port of Morrow Economic Impact Analysis is out!
 - Over \$600 million in new plant investments in the last year alone
- Projects will facilitate tangible environmental and public benefit (note for discussion here)
 - Basalt Savings and Banking
 - Fish Screens
 - Mitigation





East Project (EST. COMPLETION: July, 2020)

WEST PROJECT (Estimated Completion: April, 2020)



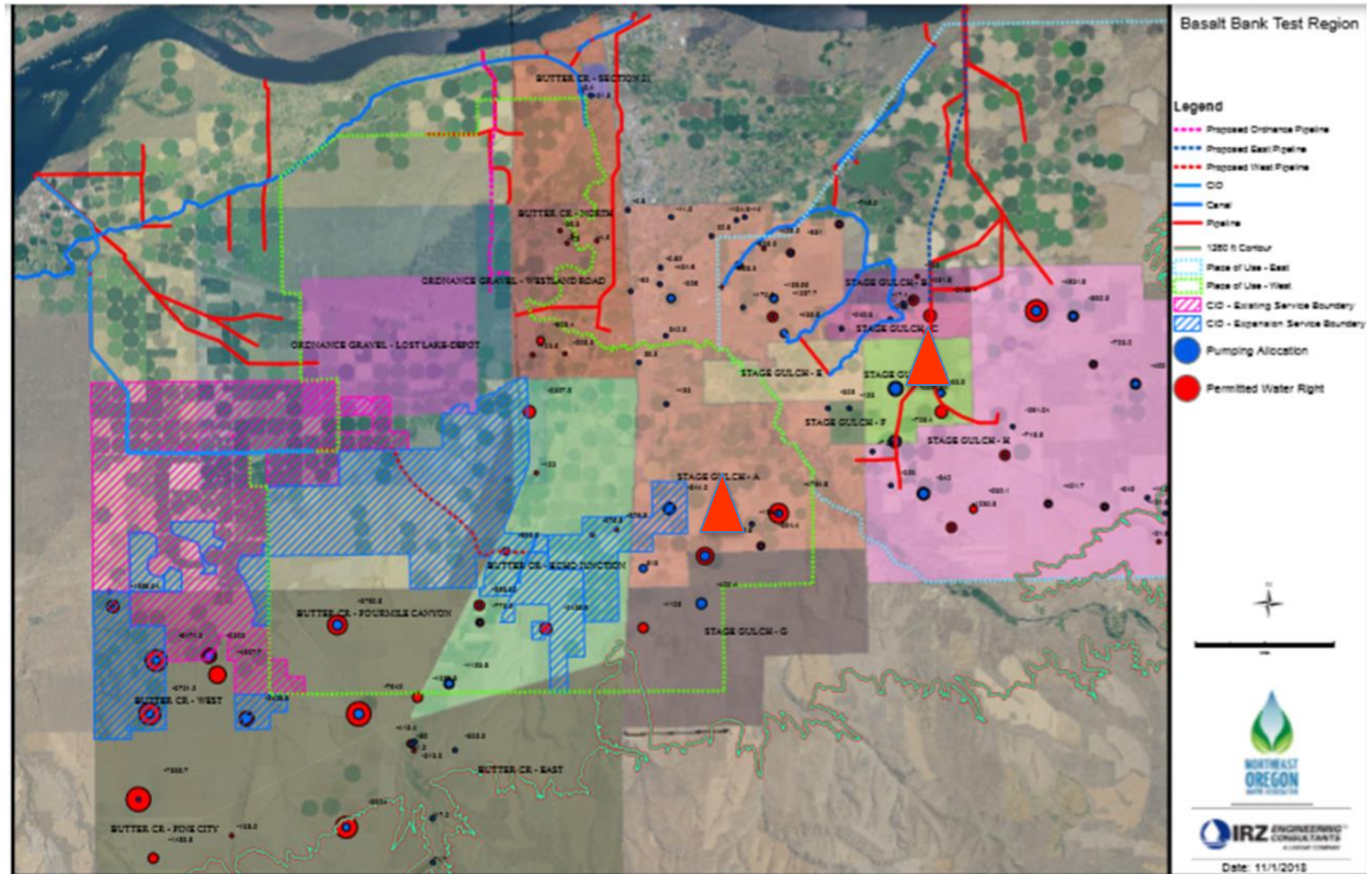
Ordinance Project Remains



Support County Construction

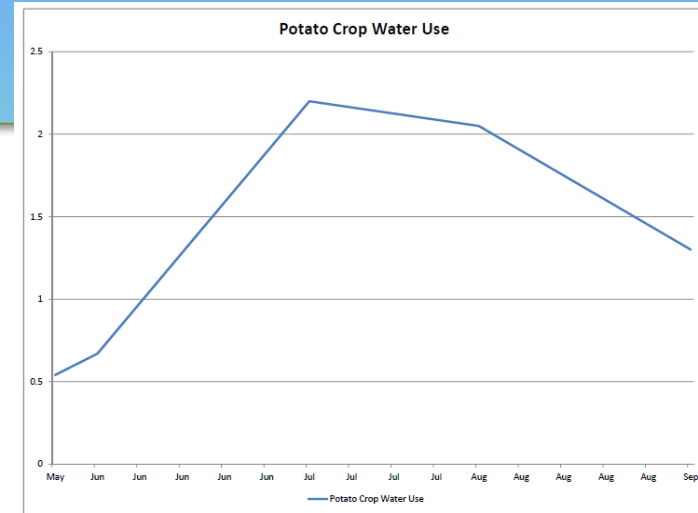
- \$14 million
 - Seeking \$7 million in Federal Funding through RCPP
- Recharge Testing
 - Seeking State funding for up to \$2 million in recharge testing
- Need region to get behind
 - Need to stop competing and start working together

Water Rights, Projects and Basalt Bank Test Region



HOW THE RESOURCE IS USED

- **1 ACRE = 8.0 GALLONS PER MINUTE**
 - **1/40TH OF A CFS**
- **125 ACRES = 1000 GPM, 2.25 CFS**
- **ACRE FEET PER ACRE = 3.5**
- **3-4 MONTHS PEAK CAPACITY**
- **WE ARE THE BEST!!**



ACRE FEET:		<u>200,000</u>			<u>100,000</u>		
ACRES @ 3.5 AC FT/ACRE:		<u>57,143</u>			<u>28,571</u>		
MONTH	AVERAGE	AC FT	% OF CAPACITY	CFS	AC FT	% OF CAPACITY	CFS
January	0%	-		-	-		-
February	0%	-		-	-		-
March	3%	6,667	25%	254.8	3,333	25%	127.4
April	8%	16,667	50%	509.6	8,333	50%	254.8
May	13%	26,667	75%	764.5	13,333	75%	382.2
June	20%	39,333	85%	866.4	19,667	85%	433.2
July	23%	45,333	85%	866.4	22,667	85%	433.2
August	18%	36,000	85%	866.4	18,000	85%	433.2
September	11%	21,333	50%	509.6	10,667	50%	254.8
October	4%	8,000	25%	254.8	4,000	25%	127.4
November	0%	-		-	-		-
December	0%	-		-	-		-
TOTAL	100%	200,000		407.7	100,000		203.9

Basalt Bank Testing Needs

Need #1: Replacement Water

- No way to relieve pressures on basalt without replacing basalt allocation with a different water source
- Note: We can't buy our way out of this problem

Need #2: Need to make Columbia River cost equal to or less than groundwater pumping cost

- Cost to pump groundwater is +/- \$60
- Cost to pump Columbia River water is \$125
 - Need to either get state to pay for full pipe or use a trust account to pay the farmer the difference (+/- \$65) to make going to the river a wash

Need #3: A way to protect participants and saved groundwater, and monitor the aquifers response (5 year test)

HB 2819 Proposal (Became HB 2377 then funded through Christmas Tree)

Needs and Purpose of HB 2819

Regional Needs (identified through the 2018 Basalt Stabilization Work Group):	What HB 2819 Does:
<p>Need #1: To test strategies to save and bank groundwater currently being pumped, senior water rights holders need assurance that both their water rights will be <u>protected</u> and that water they agree not to be pump will be <u>protected</u> from others pumping it during the testing period.</p>	<p>HB 2819 ensures that landowners participating in a groundwater savings program will:</p> <ol style="list-style-type: none"> 1) Be protected from losing their current water rights 2) See that water they save will be protected by the State from further appropriation
<p>Need #2: As the Columbia River projects are currently more expensive than pumping groundwater, a cost share must be instituted to make up the difference between pumping sustainable Columbia River water and pumping native groundwater.</p>	<p>HB 2819 provides funding, during a pilot period, to make up the difference between pumping the more expensive Columbia River water and pumping native groundwater, ensuring that water right holders will be able to participate in the program without being harmed financially.</p>
<p>Question to be Answered through Pilot: Can we recover our groundwater aquifers naturally</p>	


Four planning efforts have lead us to this step:

Umatilla Basin Groundwater Task Force (1986), Umatilla Sub-Basin 2050 Water Management Plan (2008), Columbia River – Umatilla Solutions Task Force (2013), Governor’s Basalt Stabilization Work Group (2018)

Questions that Basalt Stabilization and Bank Testing Could Help

Answer:

- Are Sub-Areas and SAY's accurate (who's connected to who and how much pumping is sustainable?)
- Can mother nature stabilize or recover statics without artificial injection?
- Can the Umatilla Basin meet its water demands sustainably while also building an underground storage account for drought and climate change resiliency?

Biennium	2015-2017	2017-2019	2019-2021	2021-2023	Notes
Basin Deliverables					
Step #1: Secure 180 CFS of the 500 CFS of Needed Columbia River water through a Temporary Mitigation Program and Build Three (3) Regional Water Delivery Projects into Critical Groundwater Areas					
Deliverable #1A: Secure Funding Package for East Regional Project (owned by the East Improvement District) <u>Proposed Cost (2015):</u> \$31 Million <u>Final Cost (2019):</u> \$55 Million	<u>Submitted</u> a financial package to the 2015 legislative Assembly, through Governor Brown, requesting: <ul style="list-style-type: none"> \$13.95 million in lottery backed loans \$10.8 million in lottery backed grants \$3.1 million in GO loans \$3.1 million in private equity contribution (match) <u>Received</u> \$7 million in grant funding and a GO bond authorization of \$22 million for two projects	Received, through OWRD budget, extension of expenditure authority of \$7 million in lottery backed grants. GO Bonds authorized in 2015 were not re-authorized in 2017	Requesting extension of expenditure authority, again, due to delays preventing the East Improvement District from meeting project completion requirements of the OWRD grant		A) Due to grant conditions placed on the project through a new "HB 3030 grant" the East Project ended up requiring a new Federal Section 10 permit from the Army Corps of Engineers. This lead to additional costs and delays but is now secured and the project is shovel ready pending final closing of a funding package with two banks B) East Improvement District and Stenfield Irrigation District have applied for a SB 839 grant through OWRD to try to back-fill over \$3 million in grant funding needed to ensure the projects remain economically viable long-term and multiple land owners have access to the system (note: due to the debt load on these projects they are at the upper limit of viability)
Deliverable #1B: Secure Funding Package for Central (Ordinance) Region Project (proposed ownership by the Port of Umatilla as a member of the Columbia Development Authority) <u>Proposed Cost (2015):</u> \$13 Million <u>Proposed Cost (2019):</u> +/- 16.9 Million (including	<u>Submitted</u> a financial package to the 2015 Legislative Assembly, through Governor Brown, requesting: <ul style="list-style-type: none"> \$6.3 million in lottery backed loans \$3.9 million in lottery backed grants \$1.3 million in GO loans \$1.3 million in private equity contribution <u>Received</u> \$4 million in grant funding and potentially some of the GO bond authorization mentioned above	Received, through OWRD budget, extension of expenditure authority of \$4 million in lottery backed grants. <div style="border: 2px solid red; padding: 5px; text-align: center; color: white;"> Due to a lawsuit against the original district targeted to receive this funding in 2015, NOWA and the Port of Morrow re-routed this funding to the West Project to meet State expenditure timelines </div>	\$5 million in lottery and/or general fund backed grants to enable the following: <ul style="list-style-type: none"> Backfill \$4 million of capital construction dollars lost due to time constraints of 2015 funding authorization Provide \$1 million to conduct aquifer recharge testing using winter Columbia River water (using data developed with HB 3369 funding received in 2009) 	Should recharge testing prove successful, the Basin may request additional testing funding (i.e. funding to store additional water) unless the Basin is in a position to cash flow recharge project on its own (i.e. 2 years of testing enables Basin to begin marketing stored water at a cost that is economical enough to attract customers)	A) The Central project remains the top flag ship project for our region as the project includes benefits to a water short irrigation district, winter aquifer recharge opportunities and industrial water supply opportunities on the Umatilla Chemical Depot upon successful land exchange from the Federal Government to a local IGA (the Columbia Development Authority)
Deliverable #1C: Secure Funding Package for West Regional Project (owned by the Columbia Improvement District) <u>Proposed Cost (2015):</u> N/A (The Basin was told there would not be enough funding for all three projects in 2015) <u>Final Cost (2019):</u> \$33 Million	The west project was the project originally left out of the 2015 proposal due to funding constraints.		Requesting extension of expenditure authority, again, due to delays preventing the Columbia Improvement District from meeting project completion requirements of OWRD grant		A) The west project applied for a SB 839 grant in 2016 but was denied funding. The west continues to apply for SB 839 grant funding due to the cost difference and public to private funding ratio. A grant application is pending.

Deliverable #1D: Support the Port of Umatilla in obtaining a funding package for improvements to Port of Umatilla/City of Hermiston Regional Water System (Needed for mitigated Columbia River water)	The City of Hermiston received \$660K from Business Oregon and made necessary improvements to the Regional Water System by October of 2016				
Deliverable #1E: Secure 180 cfs, of 500 cfs, of Mitigated Columbia River water					
Step #2: Test groundwater savings and banking strategies, alluvial groundwater recharge where possible, and begin discussions regarding a permanent Columbia River Mitigation Program					
Deliverable #2A: Secure funding to save groundwater in state established Critical Groundwater Areas, and monitor the possibility of stabilizing and recovering regional aquifers naturally			Requesting \$1 million through HB 2377	Potential request for additional state resources to continue or expand testing if program is yielding results but not yet able to be self-funded at the Basin level	<ol style="list-style-type: none"> 1) The need for this funding is documented in a report from the Umatilla Basin Basalt Stabilization Work Group to the Governor dated 12-17-2018 2) All funding received by the State will be used to save groundwater. All administrative costs associated with rolling the program out will be covered through local sources 3) NOWA, through the Greater Eastern Development Cooperation, has secured a \$50,000 grant to develop the legal documents to ensure saved groundwater is protected in the ground by the Oregon Water Resources Department
Deliverable #2B: Continue to assess groundwater storage, using winter Columbia River water, of the Ordinance Alluvial Aquifer			See Deliverable #1B Above	Potential request for additional state resources to continue testing if program is yielding results but not yet able to be self-funded	
Deliverable #2C: Form a committee to begin investigation a framework and goals for a permanent Columbia River mitigation program.					
Step #3: Use information gained from steps #1 and #2 above to inform total Columbia River water need to meet sustainability and climate change resilience goals of the Umatilla Basin and secure the water					
Deliverable #3A: Develop a permanent mitigation program and rules for securing water rights and mitigation in the Columbia River mainstem above John Day Dam			Supporting HCR 33 as we believe mitigation to be a topic of future statewide discussion		<ol style="list-style-type: none"> A) Deliverables 3A and 3B may include requests beyond the 2023 biennium. B) The timeline for working on a completing Deliverables 3A and 3B are variable and depend on which biennium Steps 1 and 2 begin (i.e. each biennium that Steps 1 and 2 are not funded or authorized delays work on Step #3 deliverables by a biennium)
Deliverable #3B: Source mitigation under and permanent mitigation program to meet identified need (note: may include mitigation projects such as those identified in the Columbia River-Umatilla Solutions Task Force Declaration of Cooperation			Supporting HCR 33 as we believe mitigation to be a topic of future statewide discussion		



Outreach and Relationships

Making a Case for State Memorialization of Place Based Implementation

- Where WA and OR are the same:
 - Both states encourage collaboration and have strong local collaborative planning efforts underway by region
 - Where WA and OR differ:
 - WA has legislated benchmarks to implement regional plans and has placed measurables on funding and implementation strategies that live beyond the current Governor and legislative body (OR has not)
 - WA, through legislation, has directed agencies other than Ecology (OR equivalent of DEQ and OWRD) to engage and be a part of the solution (OR has not)
 - WA has memorialized the capacity to leverage Federal Funding and coordinate use of non-federal match on projects to maximize federal and outside investment (OR has not)
 - WA is making measurable progress on natural resource related needs (both economic and environmental) in the Mid-Columbia (OR is not)
- In Summary, Washington has found a way to facilitate and regionalize place-based implementation!!
- View:
<https://olis.oregonlegislature.gov/liz/2019I1/Committees/HNR/2020-01-15-09-00/Agenda>

Keeping Capacity to Maintain Commitments:



- The CRUST Basically consolidated recommendations from 3 previous plans/efforts
 - 1986 Groundwater Task Force Report
 - 1988 Umatilla Basin Plan
 - Umatilla Sub-Basin 2050 Plan (Adopted in 2008)
- The Basin has confirmed its goals:
 - We developed a list of projects for both the short and near term
 - We developed a list of goals and a crisp list for SUCCESS
 - We developed recommendations for structure to ensure “skin in the game to see it through”
- CRUST memorialized a collaborative effort that:
 - Recognized the need
 - Identified what can and can’t be supported by full consensus of state interest groups
 - Provided the forum to compare and contrast local goals with state and other interests
 - Addressed a need for clarity on how we move forward
- In February, 2013 the CRUST was signed
 - Implementing Legislation in 2013 (SB 846) to place same level of measurables as WA Columbia River Water Management Program (**Chapter 90.90 RCW**) and YBIP leg (2013) fails
 - In 2015 the Umatilla Basin received \$11 million to construct projects but has since struggled to implement remaining concepts of the CRUST DOC
 - As of 2020 only 3 of 21 members who signed CRUST still in the positions that committed to the effort (institutional capacity is gone and no legislative benchmarks established to ensure that concepts are implemented)

7 Years of NOWA

- What have we accomplished as a region?
 - +/- \$700K for Regional Water System Improvements
 - \$11 million in state funding for regional water projects
 - \$1 million in state funding for groundwater bank testing
 - 180 cfs of new C. River water rights
 - First ever energy corridors in the state
 - Skids greased for first ever de-designation Task Force in a LUBGWMA
 - Over 18,000 lbs of elk meat donated to the Oregon Food bank and a pathway to public opportunity
 - First ever brokered transactions of unused McKay water
 - A presence

WE NEED YOUR HELP

- Seeking general donations for NOWA for:
 - \$10K to match OSU/INR grant request to develop “Water Before Anything” Sequel
 - \$30K to update website and complete PAC WEST supported Public Outreach campaign
 - The Basin and State need a reminder of what we committed to fix and what we have gone through to live up to those commitments



Contact Information

J.R. Cook, Director

MAILING: P.O. Box 1026, Pendleton, Oregon
97801

PHONE: 541~969~8026

EMAIL: JRCOOK@NORTHEASTOREGONWATER.ORG

WEB: NORTHEASTOREGONWATER.ORG

NORTHEAST OREGON WATER ASSOCIATION

August 26, 2020

To: NOWA Members
From: J.R. Cook, NOWA Director

RE: 2019/2020 Membership Renewal and Invoice Explanation (Director's Letter)

Dear NOWA Members:

On behalf of the Northeast Oregon Water Association (NOWA), I would like to again thank you for your continued support of our organization. I apologize for the late update letter and membership invoice this year. I trust that information contained within this letter will help our members understand what our organization has gone through this year and what we are continuing to work on your behalf to complete or protect in our region. These battles and the workload associated with protecting our region have minimized our ability to maintain administrative timelines that in the past have been consistent. To rectify issues that have come up this year, our organization is working diligently with our Columbia River districts and key



West Project pipeline construction, 2020

public partners to develop an administrative structure to better coordinate Columbia River mitigation administration, mitigation use operations and the general advocacy that NOWA provides related to protection and enhancement of our regional value added natural resource based economy. As with all business and government, if we don't look in the mirror and correct what is wrong to be more efficient and effective, we are not doing our job! We are confident that we are doing the work of NOWA to ensure maximum effectiveness but there are always tweaks that can be made as things come our way to change the game we are playing. To sum up the 2019/2020 efforts of NOWA, nothing has come without strategy, sweat, and conflict.

General Information About NOWA

NOWA was officially formed and staffed in August 2013 after it was decided that a business support corporation was in the region's best interest to pursue activities and efforts necessary to protect and enhance our natural resource-based economy. NOWA's membership is unique in that we are not a statewide



MAILING PO Box 1026, Pendleton, OR 97801
EMAIL jrcook@northeastoregonwater.org **WEB** northeastoregonwater.org
PHONE 541.969.8026

organization. Our organization has sustained itself through direct membership from farms and agribusinesses in Morrow County and Umatilla County as well as the ports, county governments, cities and special districts that are directly dependent upon natural resources to sustain our economy during both boom and bust time periods. NOWA has accomplished a lot and met multiple goals and deliverables since formation but we still have a long way to go to ensure our current and future generations have sustainable access to the natural resources we need to maintain and grow our natural resource based economy. In addition to our primary work task of permanent access to new Columbia River water supplies, the NOWA Board has directed staff and our Salem Lobbyist, Bill Perry of Balance Point Strategies, to work on several matters that fit our mission to “protect” our value-added natural resource-based economy. These efforts are important but have placed additional burdens on a hard-working contractual staff and a limited budget that was originally targeted at making steady progress on our cornerstone program of water supply security in Morrow and Umatilla Counties. To accomplish as much as we have accomplished takes significant commitment to relationship building with agency and legislative leadership, as well as the development and maintenance of partnerships with Tribal governments, NGO’s, local business groups, local governments and local farms & businesses. NOWA, as an organization, is an anomaly and is an entity many organizations NOWA works with are envious of. NOWA could not be successful without the financial and in-kind support of its public and private membership and the devotion and commitment of its contract partners including Jenson & Spratling, LLP, IRZ Consulting, Balance Point Strategies, GSI Water Solutions, Inc, the Blanc Firm, LLC, Jordan Ramis, LLP, and Stoel Rives, LLP. In addition to our contractual partners, we have built results based working relationships with too many NGO’s and local interest groups to name in this update letter. We are proud of what we have built and maintained in Oregon. We are now taking these efforts across the river as we build the same level of partnerships in Washington and Idaho to advance sound policy for Columbia River access for our region. Just this past year, NOWA has begun working with multiple partners in the Yakima River Basin to better understand the efforts that lead to memorialization of the Yakima Integrated Plan and a multi-biennial partnership that is now memorialized under Washington law to advance a similar, long-term plan for their region’s current and future inhabitants. As more capacity is built, it is just a matter of time before stars align where our region is truly a Mid-Columbia Region, working together to ensure that problems of our past are fixed.

To date, the relationships and capacity that NOWA has established locally and in Salem have continued to result in positive steps forward for our region. In seven years, NOWA has been able to make steady progress on a variety of regional issues including¹:

1. Assisting two districts (Columbia Improvement District and the East Improvement District) with obtaining state approval on two of our three regional Columbia River water supply projects (East and West Projects) paving the way for the projects to secure and expend \$11 million in state grant funding secured by NOWA during the 2015 legislative session.

In July 2020 the West Project, owned through a partnership between the Port of Morrow and the Columbia Improvement District, was completed and became operational. On or around September 15, 2020 the East Project, owned and operated by the newly formed East Improvement District, will be complete. Together, these projects represent over \$90 million in investment to water supply and economic sustainability for our region. They have been built with 12% public funding and 88% private equity and debt service contribution, not counting over 7 years of membership investment & risk capital into NOWA efforts, from our region. They pave the way for groundwater banking and savings and for replenishment of water to lands that have been without solid water supplies since the 1970’s. All of this has been accomplished under existing water law and with maximum protection to aquatic species in the Columbia River

¹ Please contact NOWA should you wish to learn more about on-going activities or wish to get involved or be a part of future work groups or committees

mainstem and tributaries. They truly are a benchmark and a poster child for what can happen when a Basin works together and sticks together through years of obstacles to make a positive difference for our future.

2. Ensuring that our third and final regional water supply project, the Ordnance Water Supply and Aquifer Restoration Project, stays in public hands ensuring possible future development and access to that third and final project. NOWA wants to thank Umatilla County who, in June of 2020, permanently paid off a loan taken out by NOWA in 2016 to keep the project alive. That loan was to reserve 30 cubic-feet-per-second (cfs) of NOAA approved fish screen and in-take capacity on the Columbia River, west of the mouth of the Umatilla River. As a result of Umatilla County's acquisition of the fish screen capacity and easements secured across private lands by Umatilla County, the Ordnance Project (previously know as the Central Project) is now back on its feet and we are hopeful that our third and final project can be constructed by, at the latest, the irrigation season of 2023. This project includes winter recharge, but we anticipate a gradual recharge testing effort due to Army Depot issues and to ensure that monitoring is in place to ensure that adequate data is generated to defend future uses of recharge water. In addition to Umatilla County, we want to thank Amstad Farms for their commitment to keeping this project alive as long as possible, Grimway Farms for working with Umatilla County and Amstad Farms to ensure that the County was guaranteed access to the Columbia River diversion and through their privately owned lands in advance of purchase of the farm from Amstad Farms, Morrow Development Corporation for continuing to work with NOWA on financing extensions to keep the project alive and the Port of Umatilla. Once again, a team effort between private and public entities ensured that a project that can benefit multiple generations and potentially restore a critical groundwater area was kept alive for over 5 years of hardship. NOWA is excited to work with Umatilla County and other partners to ensure that the Ordnance Project gets built and that we finish what we started.

3. Providing a pathway to certification and protection of 100% of the Port of Umatilla Columbia



River water to both enable the Port to generate revenue off mitigation leases in the short term (note: over \$400,000 in additional revenue is provided to the Port of Umatilla annually as a result of mitigation water leases by regional farmers) and utilize its protected water for the region's growth in the long term should the Port of Umatilla develop additional water supply infrastructure.

Upgrades to the Port of Umatilla/City of Hermiston Regional Water System made possible by Regional Solutions funding secured by NOWA, 2016

4. Certifying over 66% of the City of Boardman's Columbia River water rights and assisting the City with some permitting efforts that will lead to full development and certification of the City of Boardman's water right by the fall of 2021. This effort was coordinated by the City of

Boardman and their staff and NOWA is greatly appreciative of their efforts and forward-thinking approach to regional water supply sustainability. NOWA would also like to thank the Port of Morrow who amended their water supply contract with the City of Boardman to administer the mitigation portion of the water supplies made available to farmers through this effort. We look forward to supporting the City of Boardman and anticipate full certification of their water right in the summer of 2021.

5. Securing \$1 million from the Oregon State Legislature during the 2019 Legislative Session to develop and test the first, ever, basalt groundwater savings and banking program in State of Oregon history. This funding was made possible through the work of a Governor appointed local Task Force and through the hard work and commitment of Representative Daniel Bonham (R-The Dalles) to ensure that the Mid-Columbia region had legislative conduit to secure funding to make our groundwater savings dream a reality. Groundwater savings and banking testing will begin during the 2021 irrigation season. Covid-19 has disrupted our plan to begin groundwater savings testing in 2020.
6. Securing a commitment from the State of Oregon to complete renewable energy transmission corridors in Umatilla County and Morrow County to more proactively plan to reduce potential conflicts between renewable energy development and high-value irrigated agricultural lands. During the 4th quarter of 2019 DLCD adopted rules to enable Umatilla County and Morrow County to pre-plan and memorialize energy transmission corridors. That work now shifts to the local level to ensure that landowners work together to minimize impacts of energy transmission.
7. Securing commitment from DEQ and ODA to work together to develop an interagency task force to finally make progress on nitrate issues that have plagued the Lower Umatilla Basin Groundwater Management Area.
8. Securing funding for ODFW to assist both irrigated and non-irrigated farms, as well as the regions livestock producers, in dealing with a burgeoning elk depredation problem in Umatilla and Morrow Counties
9. Assisting three women in advancement of their college education and careers. We are proud of Anna Aylett who is now an agriculture instructor in Bonanza Oregon, Marika Sitz who is in her last year of law school at the University of Oregon and currently completing a clerkship at Jordan-Ramis, LLP and Kayla Heauberger who is now in her junior year at Oregon State University focusing on design and business. NOWA was fortunate enough to have the assistance of all three of these professional young women throughout the last 7 years and looks forward to watching their successful careers unfold.

While NOWA's primary focus and use of resources continue to center around the multi-biennial regional Columbia River water development effort, we have also secured gains in several areas related to protecting the current economy we have and have helped various entities along the way. We could not make the progress we have to date without the patience, support and guidance of our membership and believe that with your on-going commitments and contributions to our efforts we can continue to make forward progress for our region.

(A Director's Look Over the Horizon)²

For the first time in my 18-year career working on land use and natural resource issues in Northeast Oregon I can honestly say that this is the first year where I have ever truly felt we were playing full defense. Our region is under attack and these attacks are leveraged on multiple fronts. They have been both internal within the Basin, relating to ensuring that our Basin lives up to commitments and promises we made when securing our new Columbia River water supplies; and external with significant set backs and additional work loads caused by administrative actions of the agencies and attacks by interest groups seeking to disrupt our regional economy and way of life. Unfortunately, with the events that have unfolded since the NOWA/OWC annual meeting in January, this list does not appear to be getting shorter, and additional issues are on the horizon that could further impact our Basin's ability to maintain and continue to build our value-added natural resource based economy. This year, in addition to attempting to finish our projects and establish a firm administrative structure for our regions new water rights, NOWA has represented the region in the following unforeseen issues that could have significant long-term consequences to our ability to work together as a region and make forward headway on regional economic sustainability:

1000 Friends of Oregon appeal of Port of Morrow land swap that would have facilitated extension of a sustainable water line to our region's dairies and the westerly region of the Umatilla Chemical Depot

1000 Friends of Oregon, a Portland based interest group that claims to exist to protect farmland singlehandedly disrupted one of the most planned and methodical zone swaps that would have protected our value-added farm land and enabled the extension of a water line to our dairy industry to minimize their reliance upon native groundwater, thereby enabling our region to save additional groundwater.

NOWA was supportive of the Port of Morrow Zone Swap that was approved by Morrow County through Ordinance #ORD-220-01. We believed this land use action fully met the 1000 Friends of Oregon mission which we understood to be to work with Oregonians to enhance quality of life by building livable urban and rural communities, protecting family farms and forests and conserving natural areas.

NOWA worked closely with the Port of Morrow on identifying ways that Port infrastructure could be used to relieve agricultural uncertainty tied to a sustainable water supply in the region. The NOWA Board sent a letter to the Director and Board Chair of 1000 Friends of Oregon requesting reconsideration of their appeal of Morrow County Ordinance #ORD-220-01 stating concerns that the appeal would jeopardize infrastructure critically needed to serve industrial and agricultural water demands currently without any water supply options other than native basalt groundwater over-appropriated by the State of Oregon. The native basalt groundwater in this region is all part of the Ordinance Basalt Critical Groundwater Area (CGA). The Ordinance Basalt Critical CGA is a designated Goal 5 resource, by rule, under Oregon Land Use Law. In a nutshell, and something that should warrant reflection, for water to become a designated Goal Five resource, that means that the land use planning system failed and carrying capacity of our air, land and natural resources has been exceeded.



J.R. Cook, NOWA Director, touring a section of the East Project Pipeline (spring/2020)

² Contact NOWA to learn more about these issues or other issues NOWA is involved with at the Federal, State and local level.

NOWA personally contacted Andrew Mulkey of 1000 Friends by phone on March 23, 2020 as well as two Board members and their Executive Director to clarify the NOWA concerns and provide background not included in the original application, as it did not appear relevant or necessary during the original land use proceedings as the zone change/swap application was fully supported by our region and by the NOWA members. Additionally, the Port of Morrow added information to the record that we felt made clear that this zone swap was a net benefit to our agricultural region at no net loss to inventoried agricultural lands included in the Morrow County Comprehensive Plan. The purpose of providing the background to Mr. Mulkey was to help him and 1000 Friends better understand the many ancillary benefits and protections to the viability of the regional high-value agricultural operations that would result from the proposed zone swap and how NOWA worked with the Port to identify ways to marry development efforts up to better benefit agriculture and the regional efforts to minimize reliance upon native groundwater for industrial and ag operations.

A major concern relayed to Mr. Mulkey was associated with redevelopment of the Umatilla Chemical Depot and the amount of water supply and the water source(s) that the industrial development(s) may need. Mr. Mulkey was informed that NOWA was concerned that if left with no other alternatives, the Ordnance Depot could be re-developed using basalt groundwater rights originally held by the United States Army for fire protection. As those federally held water rights are senior to all other groundwater rights in the Ordnance Basalt CGA, extensive development of those rights for industrial purposes would result in administrative action by OWRD to decrease basalt allocation to the other 11 water rights in that CGA, all of which are for irrigation. The net result of this action would result in major impacts to the remaining acreage in our region that are currently reliant upon groundwater supply to meet their irrigation needs. Additionally, attorneys representing NOWA stated that conditions placed in a letter by OWRD to interested parties of the Depot transfer (i.e. that water use under the depot groundwater rights would be limited to what was actually used for fire protection) are not legally enforceable and that once granted the administrative change to industrial the full rate could legally be utilized for development. This puts the region in a possible position of fighting over water rather than continuing our collaborative efforts to work together to solve our water problems.

It was explained to 1000 Friends of Oregon that the zone swap is designed to serve the Morrow County side of the depot with sustainable water and as well as the irrigation and potable demands of the existing dairy industry that are currently relying upon groundwater. These four projects (3 regional NOWA projects and the Port of Morrow project anticipated as part of the zone swap) reflect over \$140 million in water supply investment in the region that have been specifically sized and planned to minimize conflict between rural and urban water demands, and begin the next phase of stabilizing and recovering regional aquifers critical to the regions resilience to short term drought and the effects of climate change.

The water supply system effectuated by the proposed zone change would have been 11.1 cfs (5,000 gpm). The system was sized to deliver approximately 1,000 gpm to the proposed zone change (note: through our innovative water re-use technologies in the Umatilla Basin that 1,000 gpm directed to the zone change land would also have benefitted agriculture as our farmers re-use that water for agricultural activities). The remaining capacity was sized to accommodate potable water needs on the depot and minimize groundwater reliance of our dairy industry south of Interstate 84. The zone change at the current location was critical to this design as it provided an initial customer for the first leg of the pipeline before branching off to the depot and south of the freeway. The location of the land for this zone change was specifically selected for economic feasibility as there were no other route alternatives that could meet the demands listed above with one line that is economically feasible to develop.

Even with that information, 1000 Friends of Oregon utilized Google Earth images and other generalized information to obtain a LUBA remand on our regional effort, potentially killing the chances of what could have been a great multi-beneficial project. 1000 Friends is now in our region and is continuing to disrupt

legitimate efforts by basin partners to balance urban and rural development for the benefit of our region. NOWA will continue to pursue and support efforts to provide some common sense to the land use laws in our region to prevent appeals and delays by outside interest groups bent on disrupting hard negotiated local collaborations.

Getting the Facts to the Columbia Development Authority Relating to Impacts of New Groundwater Development to serve Future Depot Development

The Department of Defense held multiple groundwater rights for fire protection on the Ordnance Chemical Depot. These water rights originally resulted in relatively minor water demands as they were only used for a short period of time and only when there was a fire emergency on the depot (i.e. to directly fight fire or to fill water tenders during a fire event). When the CGA's were issued, there was never any indication that the federally held fire protection water rights would be used for industrial purposes. These depot water rights are senior to all other irrigation water rights in the CGA and total 8.2 cubic-feet-per-second (CFS) of approved rate of use. A volumetric equivalent of this water demand is as follows:

1CFS of water = 1.98 Acre-Feet (AF) of water volume available per day

8.2 CFS = 16.23 AF of water volume available daily or 5,926.14 AF of volumetric availability per year (note: the industrial classification approved by OWRD means that water withdrawal from the aquifers is available year-round as opposed to irrigation or fire protection type rights that are only available for use during a specific set of calendar months or for a specific purpose or emergency)

The total annual volume of water currently allocated to irrigated agriculture in the Ordnance Basalt CGA by OWRD is 6,800 acre-feet (please research the CGA Rules for the Ordnance Basalt Critical Groundwater Area should you need documentation). That means that should the Ordnance Depot develop their groundwater rights to meet industrial demands it would result in curtailment of 87% of the irrigated agricultural land that is currently relying on that same groundwater for crop production. Additionally, development of the depot water rights would cut off 100% of the potable groundwater currently utilized to sustain 3 dairies located in the area.

While the depot development may be 1 month out or 10 years out (i.e. the timeline uncertain), NOWA worked hard to present the facts and work together with the Columbia Development Authority (an Intergovernmental Agreement between the Confederated Tribes of the Umatilla Indian Reservation, Morrow County, Umatilla County, Port of Morrow and Port of Umatilla tasked with overseeing transfer and development of the depot). We hope that solutions can be negotiated and coordinated to prevent development of the depot through the use of native groundwater and will continue to advocate for sustainable development of the depot in a manner that does not impact our surrounding water rights holders.

The Water Quality Battle Begins

Multiple interest groups are focusing on water quality issues to stop dairy development in Umatilla County and Morrow County. They have petitioned the Environmental Protection Administration to take over water quality jurisdiction in the Lower Umatilla Basin Groundwater Management Area. The data being utilized by these outside interest group petitioners, which include Food & Water Watch, Columbia RiverKeeper, Friends of Family Farmers, Humane Voters of Oregon, WaterWatch of Oregon, Animal Legal Defense Fund, Center for Biological Diversity, and Center for Food Safety is generalized, out of date and cherry picked to make it look like all citizens in Umatilla County and Morrow County are drinking bad water. NOWA is working with ODA, DEQ the Oregon Environmental Council and the LUBGWMA Committee to hire a post-doc position to provide up-to-date, specific data to enable us to better understand the connectivity of our alluvial aquifers and regionalize our approach to understanding where there are still water quality issues and what to do about them. NOWA pushed a bill and funding

package during the 2019 session to aid in funding accurate data set development and efforts to move forward to fix all existing water quality issues in an effort to move our basin beyond this problem and ensure that we understand if we have water quality issues or not. The same groups that claim we are not doing anything to fix our groundwater problems opposed this bill, proving that they do not want to fix the problem but use the problem to pursue a special agenda. We will continue to fight this issue and pursue an effort to develop a fact-based approach to alleviating our water quality regulatory issues for the benefit of all of our citizens.

Fighting Administrative Action to Open Rule Making to Prevent Some Exempt Uses in our Critical Groundwater Areas

This year, NOWA negotiated a way out of an attempt by OWRD to begin rule making in our Critical Groundwater Areas to limit stockwatering exemptions. This rule making would have opened the door to outside interest groups attempting to stop all water development in our region potentially leading to additional restrictions on all water uses. Our argument against the rule making was that we were just getting prepared to begin saving groundwater through our new Columbia River projects. We do not believe that additional restrictions will aid our basin in making any forward recovery on stabilizing and recovering our deep basalt aquifers. We believe that the Basin and State need to commit to and invest in groundwater savings and banking and test the results of groundwater savings and banking prior to initiating any additional regulatory action which would further impact our economy. We are committed to groundwater savings and banking and will continue to promote that effort against regulatory action until data indicates that additional regulatory action is necessary above and beyond our attempts to minimize current groundwater pumping activities through our new projects.

In addition to these activities, recent political events have now lead to a “Social Equity” movement related to natural resource access and use. We are still trying to understand the implications of this movement and the impacts such a movement may have on our region and on our water and natural resource sustainability efforts.

As a small organization we have worked hard to avoid wasting resources on issues that do not impact us or that we do not have the resources to effectively engage in. Unfortunately, all these issues could result in negative impacts to our region which forces us to expend time and resources on defense, rather than making solid progress towards our sustainability goals. As the Director of NOWA, even with our partnerships I feel that these activities and attempts to attack our efforts are only going to get worse over the course of the coming years. The only way to continue to make solid progress in defense of our region and in furtherance of our goals is by continuing to speak with one voice and continuing to foster relationships and partnerships where possible.

Your Membership and Your 2020/2021 Bill

All members pay a \$1000.00 annual membership fee to support NOWA. This contribution essentially keeps the lights on for NOWA and is used primarily to support day-to-day administrative overhead (insurance, accounting, general legal, phone, website, advocacy contract, and office space). If you pick up the phone and call the director to get an update on issues in Salem or policy issues in general, or if you ask NOWA to come provide a presentation to your City Council, Special District or community group, the \$1,000.00 contribution pays for that service. Additionally, the contribution guarantees an annual update from your contract director and any contract support (i.e. policy, technical and legal contracts) at the annual meeting in January.

Additional contributions can either be voluntary or through special assessments related to a specific activity of NOWA that you have agreed to provide resources to complete. Active Special Assessments for the 2020/2021 budget cycle include:

Mitigation Use Donation: This item in your invoice, if included, has been added through negotiated agreements with Columbia Improvement District and the East Improvement District³ and is tied to your use of mitigation water during the 2019 irrigation season. The Districts can elect to assess members to pay this contribution to NOWA or have NOWA invoice members directly. To date, both districts have elected for NOWA to invoice members directly and report to the appropriate district regarding status of payment. This payment is budgeted to support on-going work with the State of Oregon, State of Washington, various interest groups and State, Tribal & Federal entities to develop a permanent mitigation program under Oregon Law that will enable all potential water use interest to apply for mitigation water rights on the Columbia River through a negotiated set of legal sideboards that can withstand legal scrutiny and appeal. This contribution is primarily used to support Salem meetings and strategy work, much of which is completed by your contract Director, JR Cook and contracted policy assistance through Balance Point Strategies. This fund will also be utilized when special legal counsel is required to aid in crafting/reviewing relevant statutory and rule changes necessary to implement a permanent program in the future that benefits all water users/needs in the region.

Voluntary Contribution: This item in your invoice is included if you contacted NOWA in advance or have a running agreement with NOWA to invoice more than the \$1,000.00 base membership dues in support of NOWA's general mission. Key long-term voluntary contributors above NOWA base membership fees include the City of Hermiston, City of Boardman, Umatilla County, Morrow County and West Extension Irrigation District. NOWA greatly appreciates the support of these entities as NOWA could not function without these additional voluntary contributions.

Elk Depredation Contribution: This item is used specifically to advance efforts and policy focused on minimizing depredation on private agriculture production lands as a result of mis-management of public lands and elk herds in our region. This fund helps pay research and development of outreach material, as well as staffing of elk depredation meetings to address habitat needs on public lands and hazing/hunting coordination to decrease the number of habituated animals on private lands.

Outreach Contribution (NEW): This item will be used to match a grant from the USGS to complete a sequel to a previous video entitled "Water Before Anything." Funds generated through this contribution are also being used to update the NOWA website and develop updated mailers and brochures to inform the state and region about the benefits of our Columbia River mitigation efforts, aquifer recharge, water quality improvement and basalt aquifer savings and banking efforts. The City of Hermiston is the first member to elect to contribute to this effort and NOWA is greatly appreciate of the City of Hermiston's contribution.

³ Please contact NOWA or your respective District to obtain a copy of the Water Rights Manager Agreement should you have questions regarding the duties of each party within the agreement or the fee charged to you.

Water Quality Contribution (Under Development): This item will be used to fund a post-Doc position to assist NOWA and the Lower Umatilla Basin Groundwater Management Area (LUBGWMA) Committee in understanding the hydraulic connectivity of the various alluvial aquifers in the LUBGWMA. This understanding will hopefully lead to regionalization of the LUBGWMA and targeted approaches to each region in an effort to lead to “de-designation” of all or some of the regions through future Environmental Quality Commission action. This is the first attempt since 1992 to work on an effort to actually de-designate a groundwater management area in the State of Oregon. The Umatilla Basin is poised to make progress on this effort should resources enable NOWA and its water quality sub-committee to hire a post-Doc position to assist us. An effort is underway by NOWA to establish formal state appointment (through the Oregon Department of



of *Water Quality and LUBGWMA Regionalization Tour with ODA, DEQ and Governors Office, 2020* workgroup that can work with the LUBGWMA Committee and NOWA on needs and deliverables of this effort.

Voluntary Contributions Above Membership Dues

NOWA has survived for 7 years on a very slim budget. While membership dues assist in maintaining a portion of the base budget for NOWA, voluntary contributions provide the necessary resources for NOWA to be successful in our annual operations and our efforts to continue to foster relationships that are difficult yet necessary for the long-term success of our region. Voluntary contributions ensure that NOWA can maintain a regular presence in Salem through a contract with Balance Point Strategies and keep a contract director. These funds also allow NOWA to participate in relationship building activities which usually require financial participation by NOWA.

NOWA has exhausted all reserves during 2019/2020 due to the multitude of additional issues that our region has had to encounter these past 2 years. **Our motto of “life depends on water; we depend on you” could not be more important during these difficult times for our region.** NOWA needs your help to maintain a presence in Salem, on-going relationships with our legislative leadership and a reserve fund to defend our region from warrantless policy and legal attacks by outside interest groups. NOWA has a proven track record of minimizing impacts of bad policy and interest group attacks on our region but NOWA cannot continue to fight the battles without resources.

We ask that each member consider providing a ***minimum of \$1,000.00 in additional voluntary contributions to NOWA in 2020*** to aid our efforts, but request that you look at what you or your organization will gain or have gained from the efforts NOWA is making on your behalf and donate accordingly. If you have benefitted from being able to make a call to NOWA to get a direct link to legislators, agency leadership, interest group leadership or local decision makers to make your voice heard or to pursue a policy matter or fix a problem, then you understand the value that NOWA has brought to the region.

All contributions to NOWA are considered a business expense for tax purposes. Without these voluntary contributions NOWA will lose effectiveness and could potentially dissolve as NOWA leadership will not keep this organization on life support if it cannot remain effective. We would like to keep our representation focused on our region and our issues so we will not be expanding membership beyond the region to salvage our budget.



Legislative leadership tour coordinated by NOWA in partnership with the Eastern Oregon Women's Coalition, 2016

Voluntary contributions are critical to maintaining the level of service and reputation our region has benefitted from these past 7 years. While NOWA is not a large organization or considered a “statewide” interest group, we are known in Salem and respected for our “results based” focus. NOWA has established a reputation as a group that does not highlight or publicize our negotiations, compromises or deals struck which enables us to work effectively in Salem with agencies, interest groups and legislators. The only way we can continue this approach is through strong voluntary contributions from our select membership. With enough voluntary contributions NOWA could focus resources on the following studies and efforts that are lacking sufficient resources:

- **\$10,000** to an economic impact study to support the efforts of the Basalt Stabilization and Banking efforts in our region (economic impact study focusing on the value of current irrigated acreage using groundwater and the impacts of losing that acreage should OWRD update their allocation rules)
- **\$30,000** of additional funding and support to the efforts of the Environmental Council, Oregon Department of Agriculture, Oregon Department of Environmental quality and OSU to assist our region in the launch of an interagency task force to focus on benchmarks and a pathway forward to de-designation of our Lower Umatilla Basin Groundwater Management Area
- **\$10,000** of seed funding to develop a economic study that establishes an equitable value on water across industry sectors to be used to make the business case for a more equitable and sustainable way to fund infrastructure projects and mitigation efforts in our region and the state (partnership with OBC and other statewide business interests)

A Special Thanks to the City of Hermiston, Umatilla County and Morrow County

I want to again thank the City of Hermiston, Umatilla County and Morrow County for their continued unselfish financial support of NOWA over and above their membership dues. These entities have enabled us to keep the budget we need to make any progress at all and keep our lights on. We continue to value our partnerships with all of our members, both public and private.

We are continually amazed at the progress such a small organization has made in such a short amount of time on a wide variety of natural resource related issues in our region. NOWA is truly a team effort and has relied heavily upon the lessons learned from past business leaders and relationships fostered through past generations to get us to where we are today. We hope you agree with that NOWA is an organization worth continuing and supporting and that you will work with NOWA to ensure our needs and priorities are represented and advanced at the state and federal level.

I appreciate, in advance, your financial commitment to NOWA and your on-going support for another year.

Sincerely,

A handwritten signature in black ink, appearing to read 'J.R. Cook', written over a horizontal line.

J.R. Cook
Executive Director

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Funding Reduction due to COVID19

See attached letter and Annual Application for Funds from ODVA, and 4th Quarter Financial Report sent to ODVA.

Morrow County Approved Budget funding from ODVA in the amount of \$78,054.00

Per ODVA Application and letter the actual revenue will be \$71,867.00

A reduction of \$6,187.00

Carry-over funds as shown on the 4th Quarter report are \$10,915.00

With the unspent carry-over funds there shouldn't be a budget shortfall this FY.

Due to the time lapse between the Quarterly Report and end of year expenses that weren't included, there is a difference in the amount of carry-over. The ODVA letter states there isn't a concern unless there is a significant change, as the new amount will be reflected in the next quarterly report.

2. FISCAL IMPACT:

Adding in the ODVA carry-over funds, the reduction in this FY revenue will not significantly impact the budget.

3. SUGGESTED ACTION(S)/MOTION(S):

Requesting approval of the application for funds and accept carry over funds as shown on Annual ODVA Application.

Requesting Chair Lindsay sign & submit the application before the deadline of Sept 15, 2020.

Attach additional background documentation as needed.



Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

www.oregon.gov/odva

8/25/2020

Melissa Lindsey
Chair, Morrow County Commissioners

Dear Chair Lindsey:

The Oregon Department of Veterans' Affairs (ODVA) mission is to serve and honor veterans through our leadership, advocacy and strong partnerships. We recognize that we cannot carry out our mission without the direct efforts of the County Veteran Service Officers (CVSOs).

Due to the shortfall of revenue from the COVID-19 pandemic, the Oregon Legislature met on August 10, 2020, in Special Session to address the State's budget. The Legislature approved budget reductions impacting multiple agencies and programs. Specifically, Senate Bill 5723 reduced pass-through funding for all County Veteran Service Office Programs by \$358,325 (Lottery Funds). Compared to the distribution amounts from the prior year, this results in an approximate 7.93% reduction in CVSO pass-through payments for the current fiscal year (July 1, 2020 – June 30, 2021). For your planning purposes, please note that due to the current economic uncertainty, ODVA may be required to implement additional budget reductions in the future.

Attached is the fiscal year 2021 county application for ODVA pass-through funds to expand and enhance County Veteran Services. This application includes adjusted ODVA funds and carry forward funds from your reported unspent funds in the 4th quarter of FY 2020. When identifying carry forward amounts, ODVA is considering the statutory requirements around the appropriation of these dedicated funds and their uses.

Please complete and submit the following documents to ODVA at CVSO-NSOFunding@ODVA.state.or.us no later than 9/15/2020:

- Completed application for ODVA pass-through funds, signed by a County Commissioner or County Judge.
- A copy of the approved budget for the County Veteran Services Office for FY 2021 (July 1, 2020 - June 30, 2021), including any unspent Veteran Services funds carried forward from FY 2020 (July 1, 2019 – June 30, 2020).
- If changes have been made to the prior fiscal year since submitting the FY 2020 4th quarter report, provide actual revenue and expenditures. This only needs to be included if significant changes have occurred since you submitted the fourth quarter report.
- If the county contracts for the provision of veteran services, a signed copy of the contract (see section on contracting below).

Fund distributions are made quarterly, upon receipt of expenditure and activity reports submitted no later than the last business day of the month following the end of the quarter. All forms must be signed by an individual authorized by the county.

Note: During the COVID-19 pandemic while widespread remote work limits the ability to get wet signatures in a timely manner this requirement has been waived as long as the designated signatory is copied on the email submission of the report and has verified they reviewed the report before submission.

County Contracting for Veteran Services. A county may contract for veteran services. The written contract must include specific deliverables that meet the criteria in ORS 406.450 and ORS 408.410. A county may only use state pass-through funding for a purpose listed in statute. Any such contract must be sent to ODVA within 30 days of its execution.

For assistance with this process, please contact Brenna Bandstra, Statewide Veteran Services at (503) 373-2090 or at bandstb@odva.state.or.us

We sincerely thank you for the services you provide to Oregon's veterans and their families, and we look forward to our continued partnership. Please do not hesitate to let me and our team know how we can continue to improve our service to you and our veterans.

Sincerely,



Sheronne Blasi
Statewide Veteran Services, Director

Enclosures:
County Application for ODVA Pass-Through Funds



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than** Click or tap to enter a date. in order to receive state funds for the county's veteran services office. Please submit the documents to: CVSO-NSOFunding@ODVA.state.or.us.

SUBMIT TO: CVSO-NSOFunding@ODVA.state.or.us

TIME PERIOD
July 1, 2020 to June 30, 2021

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

COUNTY
Morrow

Budgeted Revenue for July 1, 2020 to June 30, 2021

ITEM	AMOUNT
County Funds	\$
Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)</i>	\$ 10,915
ODVA Funds for 2020-21	\$ 71,867
Other Funds <i>(Identify source)</i>	\$
TOTAL REVENUE	\$

Budgeted Expenditures for July 1, 2020 to June 30, 2021

TOTAL BUDGETED EXPENDITURES \$

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county veterans services office for the fiscal year 2021.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2020, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county veterans' service office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge (or designee)

Signature of Authorized County Representative named above

Date Signed

Title of Signer

Email Address

Telephone Number

ODVA APPROVED FOR FUNDING

Authorized Signature

Date



COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF EXPENDITURES

Important Submission Instructions

This ODVA Form VS0909 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF EXPENDITURES is used to report expenditures for a county's veterans' services program each quarter. Attach a printed copy of the year-to-date Budget to Actual report for the quarter. Mail the documents to the address below; fax to 1-503-373-2393; or email to: CVSO-NSOFunding@ODVA.state.or.us.

Reports are due **NO LATER THAN** the last working day of the month following the end of the fiscal quarter.

<p><i>Submit to:</i></p> <p>Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285</p>	<p><input type="checkbox"/> 1st Quarter (July-August-September)</p> <p><input type="checkbox"/> 2nd Quarter (October-November-December)</p> <p><input type="checkbox"/> 3rd Quarter (January-February-March)</p> <p><input checked="" type="checkbox"/> 4th Quarter (April-May-June)</p>
<p>Name of County</p> <p style="text-align: center; font-size: 1.2em;">Morrow</p>	<p>Fiscal Year</p> <p style="text-align: center; font-size: 1.2em;">2019 - 2020</p>

Remittance will be sent in the form requested to the address or bank account set up with the State of Oregon. If you wish to change how remittance is sent, please access your account with the Department of Administrative Services <http://www.oregon.gov/DAS/EGS/FBS/SFMS/pages/ach.aspx> or contact ODVA Finance at 503-373-2281 for assistance.

Annual Veterans' Services Program Budgeted Expenditures	
TOTAL BUDGET:	\$ 118,211.00

Year-to-Date Expenditures	
TOTAL OF ALL EXPENDITURES:	\$ 107,295.87

Certification and Signature	
<ul style="list-style-type: none"> I hereby certify that I have knowledge of the above expenditures. State funds have not been used for capital outlay. Capital expenditure must be paid from the county's portion of the budget. This is a valid, true, and correct claim. No part of this claim has yet been paid. 	
<p>Name of Signer <i>(Printed)</i></p> <p style="text-align: center; font-size: 1.1em;">Katherine Knop</p>	<p>Authorized Signature</p> <p style="text-align: center; font-size: 1.5em;"><i>Katherine Knop</i></p>
<p>Title of Signer</p> <p style="text-align: center; font-size: 1.1em;">Finance Director</p>	<p>Date Signed</p> <p style="text-align: center; font-size: 1.5em;">1/27/20</p>

FOR ODVA USE ONLY			
	PAID	VOU	Date Paid
	PCA 22200	AOBJ 6300	COMM 915-73
Quarterly Payment	Approved by Name <i>(Printed)</i>	Approved by Signature	Date Approved
\$			

101-GENERAL FUND
VETERANS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUES					
GRANT REVENUE					
101-106-3-30-3511 AID TO COUNTIES	78,054.00	0.00	58,540.68	19,513.32	75.00
TOTAL GRANT REVENUE	78,054.00	0.00	58,540.68	19,513.32	75.00
MISCELLANEOUS REVENUE					
101-106-3-60-4187 MISC REVENUE	3,000.00	0.00	3,000.00	0.00	100.00
TOTAL MISCELLANEOUS REVENUE	3,000.00	0.00	3,000.00	0.00	100.00
REIMBURSEMENTS					
101-106-3-80-7075 REIMBURSED ITEMS	0.00	199.00	297.67 (	297.67)	0.00
TOTAL REIMBURSEMENTS	0.00	199.00	297.67 (	297.67)	0.00
TOTAL REVENUES	81,054.00	199.00	61,838.35	19,215.65	76.29
EXPENDITURES					
PERSONNEL SERVICES					
101-106-5-10-1001 VETERANS OFFICER	53,445.00	4,522.32	51,801.18	1,643.82	96.92
101-106-5-10-1002 OFFICE ASSISTANT	14,140.00	1,126.50	12,915.44	1,224.56	91.34
101-106-5-10-1301 FICA	4,190.00	317.29	3,979.52	210.48	94.98
101-106-5-10-1302 WORKERS COMP	52.00	1.97	31.82	20.18	61.19
101-106-5-10-1303 PACIFIC MUTUAL	13,254.00	1,019.58	12,744.75	509.25	96.16
101-106-5-10-1305 AOC-MEDICAL	0.00	0.00	50.00 (	50.00)	0.00
101-106-5-10-1309 UNEMPLOYMENT INSURANCE	766.00	61.42	699.39	66.61	91.30
101-106-5-10-1316 PRINCIPAL FINANCIAL GR	62.00	5.20	61.10	0.90	98.55
101-106-5-10-1317 UNITED HERITAGE LIFE	52.00	3.01	38.72	13.28	74.46
101-106-5-10-1320 VACATION ACCRUALS	1,395.00	0.00	0.00	1,395.00	0.00
101-106-5-10-1321 MANDATED MEDICARE	980.00	74.21	930.74	49.26	94.97
TOTAL PERSONNEL SERVICES	88,336.00	7,131.50	83,252.66	5,083.34	94.25
MATERIALS & SERVICES					
101-106-5-20-2110 OFFICE SUPPLIES	740.00	71.98	782.14 (	42.14)	105.69
101-106-5-20-2282 OPERATING SUPPLIES-O&E	19,705.00	113.06	15,499.71	4,205.29	78.66
101-106-5-20-3240 TELEPHONE-BUSINESS EXP	4,800.00	195.61	3,993.08	806.92	83.19
101-106-5-20-3247 OFFICE RENT-E&E	1,680.00	0.00	1,500.00	180.00	89.29
101-106-5-20-3311 LODGING & MEALS-E&E	1,300.00	0.00	959.80	340.20	73.83
101-106-5-20-3314 REGISTRATION DUES-E&E	500.00	0.00	584.63 (	84.63)	116.93
101-106-5-20-3323 MILEAGE-E&E	650.00	0.00	723.85 (	73.85)	111.36
101-106-5-20-3710 REPAIR & MAINT. AUTO	500.00	0.00	0.00	500.00	0.00
TOTAL MATERIALS & SERVICES	29,875.00	380.65	24,043.21	5,831.79	80.48

MORROW COUNTY, OREGON
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2020

101-GENERAL FUND
VETERANS

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>CAPITAL OUTLAY</u>					
TOTAL					
TOTAL EXPENDITURES	118,211.00	7,512.15	107,295.87	10,915.13	90.77
REVENUE OVER/(UNDER) EXPENDITURES (	37,157.00) (	7,313.15) (	45,457.52)	8,300.52	122.34

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input type="checkbox"/> 3 rd Quarter (January, February, March) <input checked="" type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Time Period
MORROW	July 1, 2019 through June 30, 2020

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
87* 3	1	91

CLAIMS/APEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	6
Original USDVA Form 1010EZ/1010EZR (enrollment for health care) filed:	3
USDVA Form 20-0995 (decision review/supplemental claim) filed:	2
NOD/VA Form 9/VA Form 0996/VA Form 10182 filed:	1
Total Amounts this Qtr (new monthly awards): \$ not current	Retroactive Awards for the Quarter: \$18,278.67

OUTREACH CONDUCTED

Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

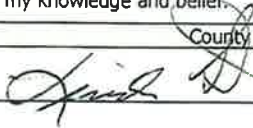
The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in you county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Neighborhood Center, Heppner		6+
Irrigon/Boardman Assistance Center		7+
Veterans Food Boxes*		
Social Media Posts *		
Newspaper Ads*		

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

OTHER SERVICES PERFORMED
Other services performed outside of applications for VA benefits. For example: assistance with housing, clothing allowance, VA medical billing issues, transportation solutions, overpayment, assistance applying for other benefits (e. g., SSI), etc.
Assistance with employment, VA billing issues, Home health needs, understanding VA benefits.
Multiple resources due to damaging windstorm, housing, (vet w/o rental insurance) assist with rental that accepts multiple pets & livestock, multiple referrals. Vet w/o phone - VA provided notepad due to limited speaking ability
Referral to Home loan programs, social security & tax resources. Referral to Police Dept.
Referral to prosthetics. Assist with VA HC appointment
Referral to Domestic Violence services
Referral to Veterans Service organization
Referral to SSVF Supportive Services for Veteran Families, referral to other county VSOs
Please list below any veteran or non-veteran specific meetings attended. These meetings serve to get veteran information to other county offices, as well as assist the VSO to become familiar with services available outside the USDVA. Examples are Homeless Veteran Task Force, Rotary Club, Lions Club, Elks Club, or County Transportation Boards.
Boardman Food Pantry organizational meetings
Walla Walla VAMC Quarterly meeting, Community Counselling Solutions- Improving Veterans Services-
Morrow County Advisory Committee meeting
OCVSOA weekly meetings
COVID19 Morrow county meetings
Please list below any Conferences or Training events attended.
VSO TRIP Training
Suicide Awareness- Our Words Matter
NVLSP -Helping Post 9/11 Combat Veterans with TBI and PTSD
NVLSP -Identifying Duty to Assist Errors: Reasons Why a VA Medical Examination May Be Inadequate

Please attach a blank page to add any additional activities or innovations your office performed or accomplished this quarter.

CERTIFICATION AND SIGNATURE	
This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.	
County Veterans' Service Officer Signature	Date Signed
	7/2/2020

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Morrow County Public Works was authorized on October 16th 2019 by resolution #R-2019-20 to apply for an All-Terrain vehicle grant to purchase a backhoe and portable sawmill. Public works applied and presented the grant application to Oregon State parks in early 2020. The grant selection committee approved the grant.

On August 11th, Public Works was given the signed and fully executed agreement and the notice to proceed with this grant. The backhoe is available on Sourcewell price agreement and those documents are attached for authorization. The sawmill is not available for Sourcewell pricing and is currently being advertised for quotes. Those bids are due September 10th and will be brought back to the Board of Commissioners for purchase pre-authorization later in September.

This is 80% funded by grant funds and 20% through parks funds. This was presented during the budget process with revenue showing in grant revenues and expenditures in capital outlay.

2. FISCAL IMPACT:

Funds are available through grant funding and parks budget

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve purchase of Cat 420 Backhoe loader in the amount of \$135,355.74 from Western States Equipment Company.

Attach additional background documentation as needed.

**BEFORE THE BOARD OF COMMISSIONERS FOR
MORROW COUNTY, OREGON**

IN THE MATTER OF AUTHORIZING MORROW)
COUNTY PUBLIC WORKS DEPARTMENT TO)
APPLY FOR AN ALL-TERRAIN VEHICLE GRANT) Resolution No. R-2019-20
FROM THE OREGON PARKS AND RECREATION)
DEPARTMENT FOR OPERATIONS AND)
MAINTENANCE EQUIPMENT PURCHASE FOR)
THE MORROW-GRANT COUNTY OHV PARK)

IN THE MATTER COMING BEFORE THE Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled meeting on October 16, 2019; and

WHEREAS, ORS 203.035 authorizes Morrow County to exercise authority within the County over matters of County concern; and

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the All-Terrain Vehicle Grant Program; and

WHEREAS, the Morrow County Parks Master Plan has identified the need to provide operations and maintenance for the trail system, campground, equipment and structures at the Morrow/Grant County Off-Highway Vehicle Park (OHV); and

WHEREAS, the Morrow County Public Works Department desires to participate in this grant program to the greatest extent possible as a means for purchasing a backhoe and lumber processor sawmill that would assist with park recreation, maintenance, improvements and enhancements;

WHEREAS, the applicant hereby certifies that the 20% matching share for this application will be included in the budget request for the 2020-2021 budget for the Morrow/Grant County Off-Highway Vehicle Park (OHV), and shall be readily available at the time of purchase in fiscal year 2020-2021, if approved by budget committee; and

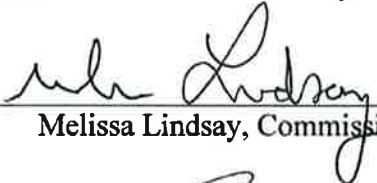
NOW, THEREFORE, BE IT RESOLVED that the Morrow County Public Works Department be authorized to apply for the All-Terrain Vehicle Grant from the Oregon Parks and Recreation Department.

Dated this 16th day of October 2019

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**



Jim Doherty, Chair

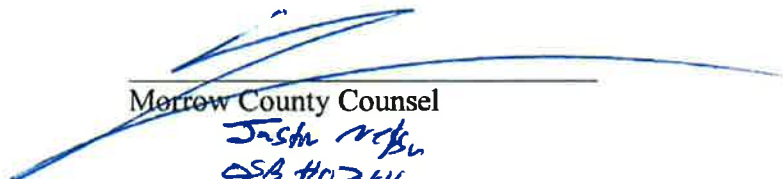


Melissa Lindsay, Commissioner



Don Russell, Commissioner

Approved as to Form:



Morrow County Counsel
Justin Nye
OSB #07460

Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and Morrow County hereinafter referred to as the "Grantee".

OPRD Grant Number: **ATV 20-11**
Project Title: **2019 OHV Equipment**
Project Type (purpose): **O&M/LE Equipment**
Project Description: Purchase of a backhoe and lumber processor sawmill. The Project is further described in the Application included as Attachment A.

Grant Funds /
Maximum Reimbursement: **\$149,600.00** **(80.00%)**
Grantee Match Participation: **\$37,400.00** **(20.00%)**
Total Project Cost: **\$187,000.00**

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at <http://oprdragrants.org>. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$187,000.00** and the Grantee's Match participation rate of **20.00%**, **the reimbursement rate will be 80.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **80.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the ATV Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three-month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at <http://oprdragrants.org>.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **June 30, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Progress Report.

Final Request for Reimbursement: Grantee must submit a Final Progress Report and a Final Reimbursement Request to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:
Attachment A: Project Application including Description and Budget
Attachment B: Standard Terms and Conditions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

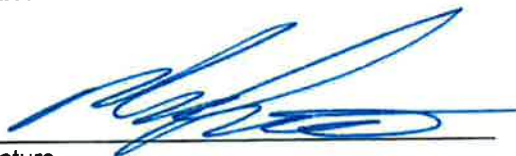
Grantee Administrator
Kirsti Cason
Morrow County
365 West HWY 74 P.O. Box 428
Lexington, OR 97839
541-989-9500
kcason@co.morrow.or.us

Grantee Billing Contact
Kirsti Cason
Morrow County
365 West HWY 74 P.O. Box 428
Lexington, OR 97839
541-989-9500
kcason@co.morrow.or.us

OPRD Contact
Mike Law, ATV Program Rep
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
541-991-1989
mike.law@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: 
Signature
MATTHEW B. SCRIBNER
Printed Name
Public Works Director
Title
8/11/2020
Date

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: N/A
ODOJ Signature or Authorization

Printed Name/Title

Date

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: Daniel Killam
Daniel Killam (Aug 11, 2020 17:17 PDT)
Daniel Killam, Deputy Director of Administration

Date

By: Michele Scalise
Michele Scalise, Grants & Community Programs Manager

Date

By: Mike Law
Mike Law (Aug 11, 2020 10:46 PDT)
Mike Law, ATV Program Representative

Date

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, ORS 390.550 – 390.590, OAR 736.004.0005 – 736.004.0030, the current ATV Grant Program Manual and all other State adopted policies, guidelines and procedures.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with ATV Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the ATV Grant Program.

Equipment purchased with ATV grant funds must display a sticker supplied by the State, showing the ATV Grant funding source. The vehicle ID or a serial number, together with a photograph of equipment purchased with ATV grant funds shall be submitted to OPRD within 90 days of purchase. The Grantee is responsible for maintaining all equipment purchased under this agreement. The State must be notified prior to any sale or disposal of equipment purchased under this agreement. The Grantee agrees to return the equipment to the State for redistribution to other OHV programs should the Grantee end the project or OHV activities related to the Project at any time during the equipment's useful life. The Grantee is responsible for maintaining all equipment purchased under this agreement.

6. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense

and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State or its designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project
8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement. The Grantee may bill for reimbursable expenditures by utilizing OPRD's online Reimbursement System at OPRDgrants.org

Electronic Progress Reports: Grantee must submit a Progress Report online prior to submitting a

request for reimbursement. Grantees shall submit reimbursement requests at a minimum of three-month intervals, starting from the project effective project start date.

Progress Reports are due on the following:

Period beginning January 1, ending March 31, report is due on April 30.

Period beginning April 1, ending June 30, report is due July 31.

Period beginning July 1, ending September 30, report is due October 31.

Period beginning October 1, ending December 31, report is due January 31.

10. **No Third-Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall 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, from any claim or from the jurisdiction of any court.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be

given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Attachment A

2019 OHV Equipment (ATV)

Application #6211 - Grant Application Summary

Project Information

Project Name

2019 OHV Equipment

Brief Project Description

Replace aging broken backhoe and purchase lumber processor sawmill to aid with operations and maintenance projects.

Project Start Date

07/01/2020

Project End Date

06/30/2021

Site Name

Morrow/Grant County OHV Park

Site City/Town/Area

Heppner, Oregon

Site County

Morrow

Site Description

Morrow-Grant County OHV Park is located approximately 32 miles from Heppner and 27 miles from Spray off of Highway 207. The park has 200 plus miles of trails for Class I, II, III, and IV to enjoy. There are a variety of amenities associated with the park: Day use, camping, restroom/showers, support/welcome center, playground, and hiking trail for guests to enjoy and use while at the park. The trails and park continue to be utilized not only by ATV's but for biking, equestrian, hiking and youth activities.

Site Acreage

8500

Latitude

45.022830078851996

Longitude

-119.67601597309113

Contact Information

Applicant

Morrow County

Applicant Federal Tax Id

96-600-2308

Applicant DUNS Number

10741189

Project Contact

Kirsti Cason

Address

Kirsti Cason
365 West HWY 74
P.O. Box 428
Lexington, Oregon 97839
kcason@co.morrow.or.us
541-989-9500

Reimbursement Contact

Kirsti Cason

Financial Information

Requested Amount

\$149,600.00

Match Amount

\$37,400.00

Total Project Cost

\$187,000.00

Grant %

80 %

Match %

20 %

Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Backhoe	1	unit	\$140,000.00	\$140,000.00	\$28,000.00	\$112,000.00	Cash Match
Lumber Processor Sawmil	1	Unit	\$47,000.00	\$47,000.00	\$9,400.00	\$37,600.00	Cash Match
Totals				\$187,000.00	\$37,400.00	\$149,600.00	

Total Project Cost

\$187,000.00

Total Match from Sponsor

\$37,400.00

Grant Funds Requested

\$149,600.00

Supplemental Information

1. OPERATIONS (20 points) Describe the equipment.

Proposed Backhoe will replace 1982 Case back hoe that is at the point the cost of repairs to keep it running and operational is greater than the value of the machine. As it sits it is currently nonoperational as the rear axle and casing is broke.

Proposed Lumber Processor Sawmill would be a new addition to the park that would utilize parks resources in creating items used and needed at the park.

2. RIDER BENEFITS (20 points) Describe how the equipment benefit OHV operators.

The backhoe will aid with trail maintenance and overall recreation experience of riders in aiding with loading, transporting and working with materials to enhance, repair or reconstruct trail system and recreational areas. Prime example is loading rock or other materials into other equipment to be hauled or cleared from trails. It also aids with placing of culverts, water-bars, grooming of the trails and moving heavy items around park.

The Lumber Processor Sawmill will help aid in utilizing materials from the park. Having the ability to use harvested materials from the park to repair and create items for use in the park is an asset. Goal is to have the ability to use material from the park to create kiosks, trail signage, and picnic tables and variety of items to improve the trail signage and overall guest experience. and reduce material replacement costs.

3. PROJECT PLANNING (20 points) Describe how the equipment will be used and the need for it.

The backhoe will be utilized for trail maintenance and used for loading, transporting items to enhance, repair or reconstruct trails. The backhoe is a go to, piece of equipment for all types of ground work projects because of its vast diversity. The backhoe would be used for digging out or loading rock and other materials into other equipment, installing/placing culverts aiding in installing/repairing of spring development projects. Having such a diverse piece of equipment and then factor in the ease of mobility of this unit it is an invaluable piece of equipment for completing a so many tasks at the park on a daily basis.

The Lumber Processor Sawmill will be used to create posts and lumber for signage from materials thinned, cleared or harvested. Having the ability to use harvested materials from the park to repair and create items for use in the park is an asset. Goal is to have the ability to use material from the park to create kiosks, trail signage, and picnic tables and variety of items to improve the trail signage and overall guest experience while reducing material replacement costs. Having the ability to create items from materials from the park property; may not seem like much until you factor in not having to travel to pick up and purchase items or wait for custom products to be ordered and shipped. The lumber processor sawmill would aid in permitting more customizable products, and embraces using the facilities natural resources to their fullest extent.

4. ECONOMIC DEVELOPMENT OPPORTUNITIES (10 points). Describe how the riding area contributes to the local economy.

The Morrow/Grant County OHV Park riding area provides a recreation destination for both Morrow and Grant Counties. The park/trails help draw tourism to the area; thus increasing revenue streams to not only the park but along the route that individuals are passing through. ATV recreationalists, hunters and individuals passing through the area all utilize this area. As these type of recreational and other users pass through the area they purchase food, drinks, fuel and other items from merchants along their journey. By having the ability to use and craft thins from the immediate area aids in showcasing items created from local resources that may be unique to the area; thus creating conversations between travelers that help boost the local businesses and tourism industry.

5. FINANCIAL SUPPORT (5 points). Describe your match specific to this project that is included in your application budget, such as volunteer labor, other grants, agency budgets or donations.

The county parks department will be budgeting cash match for this project via its 2020-2021 budgets for the parks.

6. LETTERS OF SUPPORT (5 Points). Letters will be accepted from your 2019 application. Current letters of support, from a variety of sources, help to demonstrate the need and success of your program. Letters from OHV riders and clubs are very important. Letters from local businesses, county commissioners, and other groups are also important. Letters from agencies also show support, but only two letters from agencies are allowed. Please list the name, title, group, business or agency for each letter attached. Up to 10 letters of support will be accepted.

1. Morrow County Resolution # R2019-20 - Morrow County Board of Commissioners
2. Staci Osmin - Park User, Local Ranch Owner/Operator
3. Gary Humphreys - North West Trail Riders Association Chapter president, Local ATV Riding Club, Park User, Park Volunteer
4. Ralph Burks - Park User, Volunteer, Former Morrow County Sheriff MGC0HV-ATV Patrol Deputy
5. Jack & Laurie Collins - Park User, Volunteer
6. Mark Patton - Port of Morrow, Chief Operations Officer, Park User
7. Thomas Wolff - Columbia Basin Electric Co.Op-General Manager, MC Parks Committee Representative (Chair), Park User
8. Braden Britt - Oregon Department of Forestry-Central Oregon District-John Day, Fossil Wildland Fire Supervisor

Applicant Certification

As an authorized representative of **Morrow County** , I certify that as a condition of receiving ATV Grant Program assistance we will comply with all applicable local, state, and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules, Chapter 736, Division 4 for the Distribution of State Funding Assistance to Units of Public and Private Use for All Terrain Vehicles and OPRD's Procedures Manual for the program.

I also, certify that to the best of my knowledge, the information contained in this application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State Agreement, should this project receive funding assistance.

Kirsti Cason, 11/07/2019

▼ 10 Files

No Comments

▼ 4 Logged Events

This application requires a Letter of Intent

Show Letter of Intent



Oregon

Kate Brown, Governor

Parks and Recreation Department

725 Summer Street N.E., Suite C

Salem, OR 97301

(503) 986-0980

FAX (503) 986-0794

August 11, 2020

Kirsti Cason
Morrow County
365 West HWY 74 P.O. Box 428
Lexington, OR 97839

RE: **NOTICE TO PROCEED**
All-Terrain Vehicle (ATV) Grant Program
ATV 20-11 2019 OHV Equipment

Kirsti:

Please review your emailed copy of the signed and fully executed ATV Agreement, ATV 20-11. You may proceed with the project, as of **August 11, 2020**. You have until **June 30, 2021** to complete the project.

As outlined in your agreement, reporting requirements include submitting Reimbursement Requests and Quarterly Progress Reports to Oregon Parks and Recreation Department (OPRD) until project completion.

Refer to the ATV Grant Manual for additional information on reporting requirements and to the OPRD ATV Grant Program website-Management & Reporting Requirements section for specific reporting forms and instructions for the Online Grants System.

Thank you for your participation in the ATV program and congratulations again on receiving ATV funds. If you have any questions, please contact me at mike.law@oregon.gov or 541-991-1989.

Sincerely,

Mike Law
ATV Grants & Community Programs Representative/ATV Reimbursements and Agreements

Salesman: Austin Berry
 Phone: 541-667-7581
 Email: Austin.Berry@wseco.co



Western States Equipment Company
 607 Airport Rd
 Pendleton, OR 97801

Morrow County Parks SourceWell
 420-07 IT MP

Morrow County SourceWell ID:
 130316

Relation	Name	Price
5427992	420 07A BACKHOE LOADER CFG2	\$ 86,690.00
0P9003	LANE 3 ORDER	\$ -
5434284	STICK, EXTENDABLE, 14FT	\$ 4,825.00
5440930	PT, 4WD/2WS AUTOSHIFT	\$ 13,330.00
5419540	ENGINE, 74.5KW, C3.6 DITA, T4F	\$ 9,550.00
5544188	HYD, MP, 6FCN/8BNK, ST, QC	\$ 6,120.00
5440883	CAB, DELUXE	\$ 8,390.00
5455047	DISPLAY, STANDARD	\$ -
4916734	WORKLIGHTS (8) HALOGEN LAMPS	\$ -
5734525	SEAT, DELUXE FABRIC, HEATED	\$ 1,435.00
2061748	SEAT BELT, 3" SUSPENSION	\$ 144.00
5427810	AIR CONDITIONER, T4F	\$ 2,400.00
5606797	PRODUCT LINK, CELLULAR, PLE643	\$ -
2823855	TIRES, 12.5 80-18/21L-24, FS	\$ 2,605.00
3379696	COUNTERWEIGHT, 1015 LBS	\$ 1,765.00
9R6007	STABILIZER PADS, FLIP-OVER	\$ 336.00
2193387	BUCKET-HD, 24", 6.2 FT3	\$ 1,717.00
4447500	COUPLER, PG, MAN.D.LOCK, BHL	\$ 2,090.00
5590872	INSTRUCTIONS, ANSI	\$ -
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$ -
5516453	RIDE CONTROL	\$ 1,490.00
2825409	THUMB, HYDRAULIC, NO TINE, BHL	\$ 5,500.00
2214283	THUMB, TINE, A 3	\$ 417.00
5481231	LINES, COMBINED AUX, E-STICK	\$ 3,500.00
5402298	RADIO, FM BLUETOOTH	\$ 550.00
5516940	COLD WEATHER PACKAGE, 120V	\$ 780.00
5675090	AUTO-UP STABILIZERS	\$ -
4237607	PLATE GROUP - BOOM WEAR	\$ 216.00
6W8832	CARRIAGE, PALLET, 61", IT	\$ 2,511.00
1956935	FORK TINE, 2" X 5" X 48"	\$ 1,530.00
2511800	BUCKET-GP, 1.31 YD3, IT	\$ 3,682.00
2168840	BUCKET-MP, 1.4 YD3, IT	\$ 7,632.00
9R5320	CUTTING EDGE, TWO PIECE,WIDE	\$ 329.00
9R5321	CUTTING EDGE, TWO PIECE	\$ 331.00
0P0210	PACK, DOMESTIC TRUCK	\$ -
4616839	SHIPPING/STORAGE PROTECTION	\$ 203.00
4621033	RUST PREVENTATIVE APPLICATOR	\$ 108.00



3889668	BUCKET-GRADING, 47", BOCE/PIN	\$ 3,357.00
Total List Price		\$ 173,533.00
SourceWell Discount 22%		\$ 38,177.26
Morrow County Pricing		\$ 135,355.74

Delivered Price Includes the following:

- 1) New Caterpillar 420-07 MP IT Backhoe Loader – Tier 4 Final
- 2) Factory 3 year / 2,000 Hour Powertrain, Hydraulics, and Technology Warranty
- 3) Factory Freight
- 4) Transport to Morrow County
- 5) Pre-Delivery inspection
- 6) Full Tank of Fuel

Austin Berry
Sales Representative
Western States Equipment Co.
austin.berry@wseco.com

Mobile: 541-667-7581



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Morrow County Budget Committee has a vacancy for a member to serve a three-year term. This appointment is to fill a term effective July 1, 2020 to June 30, 2023.

The Morrow County residents interested in serving on the Budget Committee were encouraged to submit their letter of interest to the Finance Department no later than Friday, September 4, 2020.

At the end of Friday, September 4, 2020 the County had received one letter of interest from a qualified candidate (per ORS 294.414, renumbered from 294.336). Please review the attached letter of interest.

2. FISCAL IMPACT:

The selected Budget Committee member will be responsible for reviewing, making recommendations, and approving the annual budget for the County.

3. SUGGESTED ACTION(S)/MOTION(S):

It is suggested, the Board of Commissioners appoint the candidate to serve on the Morrow County Budget Committee for a three-year term, effective July 1, 2020 to June 30, 2023.

Attach additional background documentation as needed.

August 28, 2020

To Morrow County Board of Commissioners

My name is Jeff Wenholz and I am writing to express my interest in continuing to serve on the Morrow County Budget Committee. I am interested in continuing to serve on the Budget Committee as a way to continue my involvement in the county that I have called home for over 47 years. Currently I also serve on the Morrow County Planning Commission, the Morrow County Solid Waste Advisory Committee and the Irrigon Multi-Cultural Arts Center Board. My qualifications for serving on the Budget Committee include: majoring in accounting in the Portland State University honors program, sixteen years of approving and reviewing budgets in excess of \$100 million as a Director for Umatilla Electric Cooperative and among other responsibilities serving as accountant/bookkeeper for our family businesses of Irrigon Motors and Irrigon Mini-Storage. I also serve on the Audit Committee as a Director for LS Networks, a Portland based fiber optic service provider.

I feel that with my qualifications, experience and years of involvement in the county I would be a valuable member of the Morrow County Budget Committee. Therefore, I ask for your consideration in being reappointed to the Budget Committee.

Jeff Wenholz

541-922-3941

irrmotors@oregontrail.net

The governing body of Morrow County is seeking letters of interest to serve on its budget committee, as a member, for a three-year term, effective July 1, 2020 to June 30, 2023. The governing body, per ORS 294.414, shall establish a budget committee that consists of the members of the governing body and a number, equal to the number of members of the governing body. The members of the budget committee shall receive no compensation for their services as members of such committee. Appointive members of the budget committee may not be officers, agents or employees of Morrow County. If you are interested in serving as a member of the Morrow County budget committee, submit a letter of interest no later than September 4, 2020 to the Finance Department, PO Box 867 Heppner, OR 97836 or in person, by 5:00 pm, at the Bartholomew Building 110 North Court Street Ste. 109 Heppner, OR. The governing body will be presented with the letters of interest at the September 9, 2020 Board of Commissioners public meeting in Heppner, OR. If you have any questions please contact Kate Knop, Finance Director, at 541-676-5615.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5e

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 09/09/2020

Morrow County - Retirement Plan Services (Defined Contribution)
Vendor Selection

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Please see attached memo.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve a Retirement Plan Service Vendor for the Defined Contribution Plan.

Attach additional background documentation as needed.



Finance Department

P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Kate Knop
Finance Director
kknop@co.morrow.or.us

September 9, 2020

To: Board of Commissioners and Interested Parties

From: Kate Knop

Re: Morrow County – Retirement Plan Services Request for Quote

On August 14, 2020, Morrow County issued an invitation for quotes from qualified firms to provide administration, recordkeeping, education, enrollment, and investment management services for the new defined contribution retirement plan.

There were four proposals received by the RFQ due date and all four were chosen as finalists to present their proposals to the Retirement Review Committee. The finalist presentation scoring is as follows:

Financial Advisor	Team Organization & Approach to a New Retirement Plan	Participant Services – First Year Roll Out	Plan Sponsor - Planning and Management	Performance Measurements	Fees and Expenses	Total
	(max 175)	(max 100)	(max 75)	(max 75)	(max 75)	(max 500 pts)
Edward Jones – Kassie Williams	155	91	71	69	59	445
Edward Jones – Grant Kendall	162	84	68	67	61	442
McGee Wealth Management – Jennifer Gutridge	126	59	56	57	47	345
HYAS Group – Ted Grigsby	0	20	15	15	10	60

The top two scoring Financial Advisors are affiliated with Edward Jones and offer a full-service team of experts. There are three viable candidates that can assist Morrow County in implementing and administering the new defined contribution retirement plan.

Edward Jones – Kassandra (Kassie) Williams

Kassie Williams scored the highest and is a Financial Advisor located in Hermiston, Oregon. Her team consists of herself, a recordkeeper from One America, and a third – party administrator (TPA) from Northwest Retirement Services.

- Plan Implementation – 60-90 days
- Fees:
 - Annual Administration Fee: \$3,000 and .5% fee.
 - Plan Participant: \$32 per month

- Recordkeeper Cost – 1.76%*
- TPA – Plan document - \$1,300

Strengths: local, dedicated implementation manager, educational consultants, participant services (website and mobile web application), and investment flexibility.

*Based on plan balance. Will reduce over time.

Edward Jones – Grant Kendall

Grant Kendall scored the second highest and is a Financial Advisor located in Salem, Oregon. His team consists of himself, a recordkeeper from John Hancock, and a third – party administrator (TPA) from Wilshire Finance Partners.

- Plan Implementation –90 days
- Fees:
 - Annual Administration Fee: \$4.00 monthly participant fee and .5% fee.
 - Recordkeeper Cost – .66%*
 - Plan Document: \$3,000 (additional hourly service \$280).
 - TPA – Integration \$150 and \$2,850 annual service fee.

Strengths: 9 start-up plans, fiduciary services, educational consultants, participant services (website and mobile web application), and fee transparency.

*.05% goes to the TPA Program

McGee Wealth Management – Jennifer Currin - Gutridge

The McGee Team included Jennifer Currin-Gutridge, Judith McGee, Linette Dobbins, and Sally Berry scored the third highest and are located in Portland, Oregon. The team provides investment advice, and will work with a TPA of the County's choosing.

- Plan Implementation –Was not communicated.
- Fees:
 - Annual Administration Fee: .50%
 - Plan Participant: \$45 per month
 - Recordkeeper Cost: TBD*
 - Plan Document: TBD*
 - TPA – TBD*

Strengths: Investment Advisor for Morrow County Trust, fiduciary services, annual visit, and local ties.

*Separate service and fees.

HYAS Group– Ted Grigsby

The HYAS Group is a public-sector consulting firm and provides services outside of Morrow County's scope at this time.

Strengths: 100% consultant and analyst retention since Firm's inception (20+years), public-sector recordkeeping RFP's, and negotiate successful contracts with fee reduction as high as 80%.



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Melissa Lindsay, Chair
Commissioner Don Russell
Commissioner Jim Doherty

September 9, 2020

City of Irrigon
P.O. Box 428
500 NE Main Avenue
Irrigon, OR 97844

Dear Mr. Aaron Palmquist,

The Morrow County Board of Commissioners made a formal motion on Wednesday, September 2, 2020 to request the City of Irrigon to deed back a parcel of land Morrow County deeded to the City of Irrigon on July 27, 1988. This parcel of land is incorporated into Morrow County's site plan for a new government building.

The parcel of land is situated in the City of Irrigon, Section 24, T.5N, R26, E.W.M., Morrow County, Oregon. This is a 20-foot-wide strip of land 120 feet long, being west 10 feet of Lot 5 and east 10 feet of Lot 6.

Attached is a map of the property and the Quitclaim Deed used to deed the property from Morrow County to the City of Irrigon.

Sincerely,

Melissa Lindsay
Chair

Don Russell
Commissioner

Jim Doherty
Commissioner

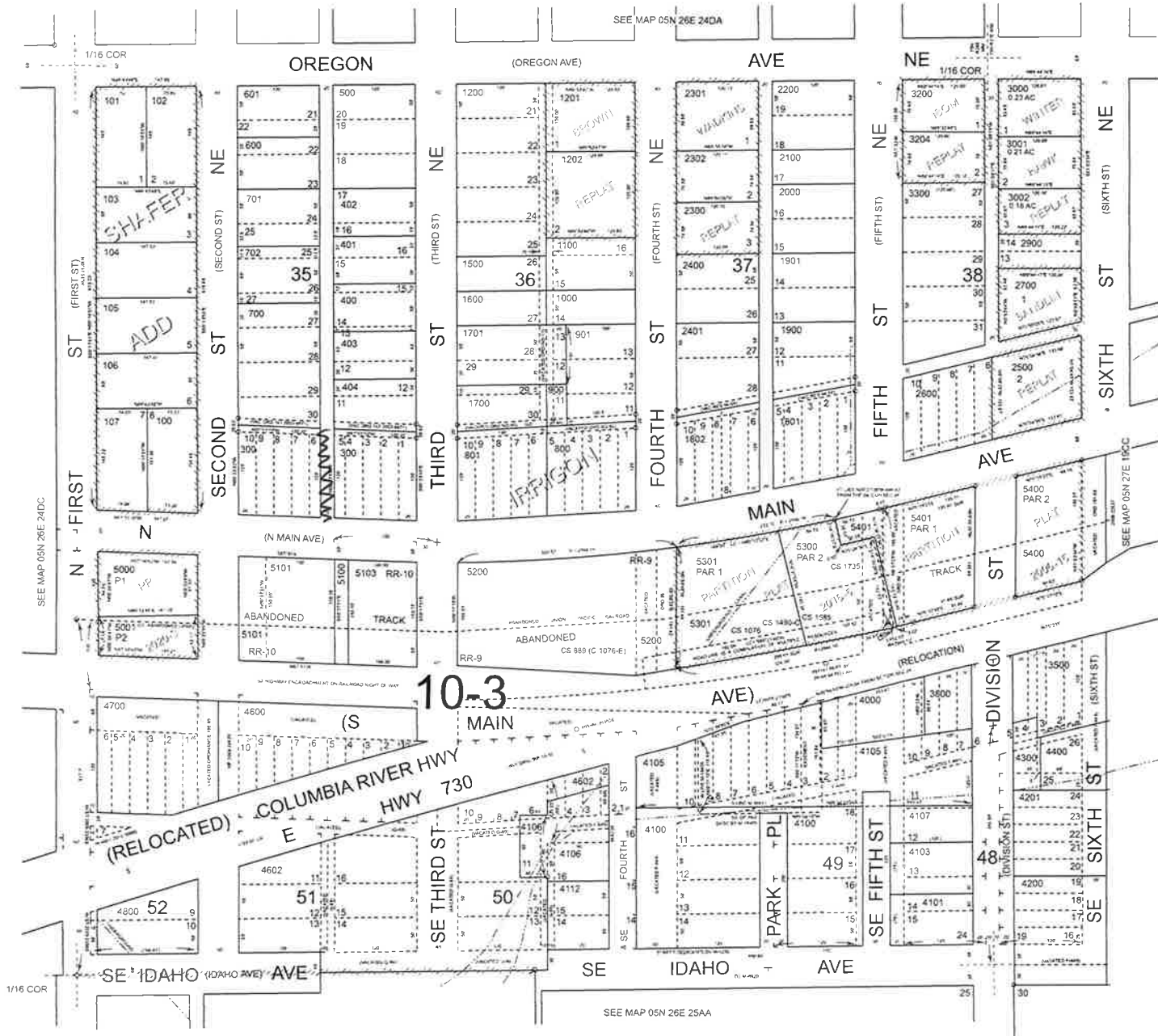
Enclosures: Assessment Map
Quitclaim Deed dated July 27, 1988

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY



S.E. 1/4 S.E. 1/4 SEC. 24 T. 5N. R. 26E. W.M.
MORROW COUNTY
1" = 100'

05N26E24DD
IRRIGON



- Cancelled
- 301
- 703
- 902
- 1300
- 1400
- 1500
- 1800
- 1803
- 1804
- 2601
- 2800
- 3100
- 3201
- 3202
- 3203
- 3400
- 3600
- 3601
- 3700
- 3900
- 4102
- 4104
- 4108
- 4109
- 4110
- 4111
- 4601
- 4603
- 4900
- 4901
- 5102

Revised EB
05/07/2020

IRRIGON
05N26E24DD

QUITCLAIM DEED

MORROW COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to THE CITY OF IRRIGON, a political subdivision of the State of Oregon, Grantee, all right, title and interest in and to the following described real property situated in Morrow County, Oregon, to-wit:

A parcel of land situated in the City of Irrigon, Section 24, T.5N, R26, E.W.M., Morrow County, Oregon, described as follows:

A 20.00 foot wide strip of land 120.00 feet long, being the West 10.00 feet of Lot 5 and the East 10.00 feet of Lot 6, all in Block 35. Containing 2400.00 square feet.

The true consideration for this conveyance is \$0.00.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this 27 day of July, 1988.

ATTEST:

Barbara Bloodworth
County Clerk

Louis A. Carlson
Louis A. Carlson, Judge

Irvin Rauch
Irvin Rauch, Commissioner

G.W. Peck
G.W. "Jerry" Peck, Commissioner

Grantor: County of Morrow, Oregon
Grantee: City of Irrigon, Oregon
P.O. Box 428
Irrigon, Oregon 97844

STATE OF OREGON)
County of Morrow) ss.

After recording return to:
City of Irrigon
P.O. Box 428
Irrigon, Oregon 97844

I certify that the within instrument was received for record on the ___ day of _____, 19___, at ___ o'clock ___ M., and recorded in book/reel/volume No. _____ on page _____

All tax statements to be sent to:
City of Irrigon
P.O. Box 428
Irrigon, Oregon 97844

or and fee/file/instrument/microfilm/reception No. _____,
Record of Deeds of said county.

Witness my hand and seal
of county affixed.

Name _____ Title _____

By _____ Deputy _____

ACCEPTANCE

The Irrigon City Council, by and on behalf of the people
of Irrigon, Oregon, it being in their best interests to do so, hereby
accepts title to the above-described property.

Dated this 9th day of August, 1988.

ATTEST:

Frederic Stahl
CITY RECORDER

Donald V Effenbuck
MAYOR

William M. Carby
COUNCILPERSON

Carl E. Allen
COUNCILPERSON

R. J. Judd

Harmon

Bob Bro

STATE OF OREGON } ss. 139467
County of Morrow

I hereby certify that the within
instrument was received for record.

on 09-07-88 10:25 am

and assigned No. 34570

in the Microfilm Records of said
county

Witness My Hand and Seal of County
Affixed

Barbara Bloodsworth
County Clerk

By Shirley M. Carl
Deputy

**EXHIBIT E FORM OF PHASE 2 AMENDMENT
MORROW COUNTY GOVERNMENT CENTER**

1. Pursuant to Section 6.6.1 of the Agreement, this Phase 2 Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Phase 2 Amendment conflict with the Agreement, the terms in this Phase 2 Amendment shall govern.
2. The Design-Builder has submitted to Owner the Phase 2 Proposal pursuant to Section 6.6.1.5 of the Agreement.
3. The Owner has reviewed the Phase 2 Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.5 of the Agreement, and the Owner has accepted the Phase 2 Proposal as reconciled pursuant to Section 6.6.1.6 of the Agreement. The conformed, reconciled Phase 2 Proposal contains the following documents and is attached to this Phase 2 Amendment as Exhibit A and is incorporated as if fully set forth herein.
 - a. Proposed GMP pursuant to Section 2.05C of Exhibit C to the Agreement including the following itemized amounts.
 - i. Design Builder's Lump Sum Fee as defined in Section 6.2 of the Agreement and established in the Phase 2 Amendment.
 - ii. The Cost of the Work as defined in Section 6.3 of the Agreement, as well as the following items included in the Additive Alternate Log included in the GMP proposal.
 - a. Item #1 – Restore building footprint to 13,420sf at the Planning Department area, south side. Net add to GMP proposal is \$49,498.
 - b. Item #2 – Decrease masonry quantity by 431sf at center mass to below window line. Net reduction from GMP proposal is \$9,482.
 - c. Item #3 – Reduce glazing quantity by 74sf – 2 windows at Sherriff parking area for sighting at covered parking. Net reduction from GMP proposal is \$3,400.
 - iii. The Lump Sum General Conditions Amount as defined in Section 6.4.5 of the Agreement and established in the Phase 2 Amendment
 - iv. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement.
 - v. Cost of the Work Contingency, established pursuant to Section 6.4.4.1.a of the Agreement and the Design Builder's Contingency established pursuant to Section 6.4.4.1.b of the Agreement.
 - vi. In support of the GMP, Design Builder shall provide:
 - .1A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement.
 - .2A list of Lump Sums and the information required in Section 6.4.3 of the Agreement.

.3A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the Basis of Design Documents.

.4All material changes from the Initial Basis of Design Documents and the costs associated with such changes.

- b. Final Basis of Design Documents pursuant to Section 2.04 of Exhibit C to the Agreement.
 - c. Project Schedule pursuant to Section 2.02.D of Exhibit C to the Agreement.
 - d. Schedule of Values pursuant to Section 2.05.B of Exhibit C to the Agreement.
 - e. BIM Model and Execution Plan pursuant to 2.03.B.
 - f. Subcontractor Procurement Procedure pursuant to Section 2.06 of Exhibit C to the Agreement.
 - g. Project Safety and Job Site Hazard Analysis pursuant to Section 2.07.B of Exhibit C to the Agreement.
 - h. Project Phasing/Staging Analysis pursuant to 2.08 of Exhibit C to the Agreement.
 - i. Permitting Strategy Plan pursuant to Section 2.09 of Exhibit C to the Agreement.
 - j. Small Business Participation/Outreach Plan pursuant to Section 2.10 of Exhibit C to the Agreement.
 - k. QA/QC Plans pursuant to 2.11 of Exhibit C to the Agreement.
 - l. Contract Close-Out Plan pursuant to Section 2.112 of Exhibit C to the Agreement.
 - m. Differing Site Conditions Report pursuant to Section 2.13 of Exhibit C to the Agreement.
4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to Section 6.6.1.6.b of the Agreement.

5. Consistent with the Phase 2 Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	\$6,850,000.00
Cost of the Work	\$5,540,024.00
Design-Builder's Lump Sum Fee	\$ 280,294.00
Lump Sum General Conditions Costs	\$1,029,682.00
Substantial Completion Date	08/27/2021
Final Completion Date	11/24/2021

6. Pursuant to the Agreement, Design-Builder shall provide a Payment and Performance Bond in accordance with Oregon Law equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

Morrow County

DESIGN-BUILDER

By _____

Name of Design-Builder

Its _____

By _____

Date: _____

Its _____

Date: _____

Morrow County Administration Building

Phase 2 GMP Proposal Submitted to Morrow County

August 31, 2020 - Estimate 4 Rev 0



FORTIS
CONSTRUCTION INC.

Morrow County Administration Building

Phase 2 GMP Proposal

Estimate No. 4
 Revision No. 0
 Estimate Date: August 31, 2020
 Documents dated August 24, 2020

Client: Morrow County
 Architect: CIDA
 Precon Manager: Jeff Butler
 jeff.butler@fortisconstruction.com

Project Location: Irrigon, Or
 Project Duration: 50 weeks
 Project Size: 13,262 sf



COST				\$6,800,000
-------------	--	--	--	--------------------

Construction Costs	\$	512.74 /sf	\$	6,800,000
Total	\$	512.74 /sf	\$	6,800,000

Exhibit E Form Phase 2 Amendment

a. Proposed GMP itemized amounts

- i. Design Builder's Lump Sum Fee: \$272,419
- ii. Cost of work: \$5,503,408
- iii. Lump Sum General Conditions: \$1,024,173
- iv. Allowances: None
- v. Cost of Work Contingency:
 - a. Cost of Work Contingency \$62,035
 - a. Design Builder's Contingency \$132,604
- vi. Incentive Payment to the Design Builder: None
- vii. In support of the GMP
 - a. Not to Exceed Amounts: N/A
 - b. Lump Sums: Fortis will utilize lump sub subcontracts for all scopes included within the Cost of Work
 - c. Assumptions and Clarifications: See Bases of Estimate
 - d. Material changes from Initial Basis of Design: No deviations from Basis of Design documents.

Scope Description:

Construction of a new 13,262 SF building to house a variety of co-located Morrow County functions, including the Planning Department, Justice Court, District Attorney, Sheriff, Veterans Services, and Juvenile Department.



FORTIS
CONSTRUCTION INC.

Morrow County Administration Building

c. Project Schedule

Morrow County Administration Building
Master Project Schedule
Updated August 31, 2020

ID	% Complete	Task Name	Duration	Start	Finish
1	25%	Master Schedule	447 days	Mon 2/24/20	Wed 11/24/21
2	0%	Morrow County Admin Building	447 days	Mon 2/24/20	Wed 11/24/21
3	0%	Key Project Milestones	447 days	Mon 2/24/20	Wed 11/24/21
4	100%	Phase 1 Milestones	134 days	Mon 2/24/20	Mon 8/31/20
5	100%	Notice to Proceed with Phase 1	0 days	Mon 2/24/20	Mon 2/24/20
6	100%	Concept Phase Complete	0 days	Fri 5/8/20	Fri 5/8/20
7	100%	Schematic Design Phase Complete	0 days	Mon 6/22/20	Mon 6/22/20
8	100%	Phase 1 Complete - Submit Phase 2 GMP Proposal	0 days	Mon 8/31/20	Mon 8/31/20
9	0%	Phase 2 Milestones	308 days	Tue 9/8/20	Wed 11/24/21
10	0%	Notice to Proceed with Phase 2 - GMP Proposal Approved	0 days	Tue 9/8/20	Tue 9/8/20
11	0%	Building Permit Issued by City of Irigton	0 days	Thu 11/12/20	Thu 11/12/20
12	0%	Mobilization & Construction Start	0 days	Mon 11/16/20	Mon 11/16/20
13	0%	Slab-On-Grade Poured	0 days	Fri 2/5/21	Fri 2/5/21
14	0%	Building Structure Topped Out	0 days	Fri 4/2/21	Fri 4/2/21
15	0%	Building Dried-In	0 days	Fri 5/14/21	Fri 5/14/21
16	0%	Flooring Install Commence	0 days	Mon 6/28/21	Mon 6/28/21
17	0%	Furniture Install Commence	0 days	Wed 8/19/21	Wed 8/19/21
18	0%	New Building - Temporary Certificate of Occupancy	0 days	Wed 9/8/21	Wed 9/8/21
19	0%	Morrow Co First Day of Business	0 days	Thu 9/16/21	Thu 9/16/21
20	0%	Parking Work Complete - Project Substantial Completion	0 days	Wed 10/27/21	Wed 10/27/21
21	0%	Project Final Completion	0 days	Wed 11/24/21	Wed 11/24/21
22	80%	Design	174 days	Mon 2/24/20	Thu 10/22/20
23	100%	Concept Design - BOD Validation & Site Investigations	8 wks	Mon 2/24/20	Fri 4/17/20
24	100%	Morrow Co Review / Approve Concept Design / Estimate	10 days	Mon 4/13/20	Fri 4/24/20
25	100%	Schematic Design - 0% to 50%	4 wks	Mon 4/20/20	Fri 5/15/20
26	100%	Schematic Design - 50% to 100%	4 wks	Mon 5/18/20	Mon 6/15/20
27	100%	Morrow Co Review / Approve 100% SD Deliverable	5 days	Tue 6/16/20	Mon 6/22/20
28	100%	Design Development - 0% to 60%	4 wks	Tue 6/16/20	Tue 7/14/20
29	100%	Design Development - 60% to 100%	4 wks	Wed 7/15/20	Tue 8/11/20
30	100%	GMP Extension	14 days	Wed 8/12/20	Mon 8/31/20
31	0%	Morrow Co Review / Approve Phase 1 GMP Proposal	5 days	Tue 9/1/20	Tue 9/8/20
32	0%	Construction Documents	32 days	Wed 9/9/20	Thu 10/22/20
33	88%	Preconstruction	198 days	Mon 2/24/20	Mon 11/30/20
34	100%	Concept Estimating & Preliminary GMP SOV	11 wks	Mon 2/24/20	Fri 5/8/20
35	100%	Schematic Design - Cost Studies, Trends, Estimate	8 wks	Mon 4/20/20	Mon 6/15/20
36	100%	Design Development - Cost Studies, Trends, GMP	54 days	Tue 6/16/20	Mon 8/31/20
37	100%	Early Buy-Out - Pre-Engineered Metal Building and Skin	4 wks	Tue 6/23/20	Tue 7/21/20
38	100%	Early Buy-Out - Site Work & MEP/FP	4 wks	Wed 7/15/20	Tue 8/11/20
39	100%	Morrow Co Review / Approve Sub Award Recs	5 days	Wed 8/12/20	Tue 8/19/20
40	0%	GMP Buy-Out - Interior Finishes	4 wks	Fri 10/23/20	Mon 11/19/20
41	0%	Morrow Co Review / Approve Sub Award Recs	5 days	Fri 11/20/20	Mon 11/30/20
42	48%	Permitting	88 days	Wed 7/15/20	Thu 11/12/20
43	70%	Conditional Use Permit	11 wks	Wed 7/15/20	Wed 9/30/20
44	0%	Zoning Permit	3 wks	Thu 10/1/20	Wed 10/21/20
45	0%	Building Permit	3 wks	Fri 10/23/20	Thu 11/12/20
46	0%	Material Procurement (Includes Submittal Process)	161 days	Wed 7/22/20	Thu 3/11/21
47	0%	Building Structure	24 wks	Wed 7/22/20	Wed 1/13/21
48	0%	Site Utilities / Concrete / Rebar	7 wks	Wed 9/9/20	Tue 10/27/20
49	0%	Building Skin Materials	14 wks	Wed 9/9/20	Thu 12/17/20
50	0%	MEP / FP Major Equipment	20 wks	Wed 9/9/20	Tue 2/2/21
51	0%	Interior Finishes	12 wks	Tue 12/1/20	Thu 2/25/21
52	0%	Furniture (By Others)	14 wks	Tue 12/1/20	Thu 3/11/21
53	0%	Main Building Construction	190 days	Mon 11/16/20	Tue 8/17/21
54	0%	Demolition, Site Work & Utilities	6 wks	Mon 11/16/20	Thu 12/31/20
55	0%	Building Pad, Underground MEP & Foundations	6 wks	Wed 12/23/20	Fri 2/5/21
56	0%	Building Structure	8 wks	Mon 2/8/21	Fri 4/2/21
57	0%	Building Skin	8 wks	Mon 3/22/21	Fri 5/14/21
58	0%	Interior Rough-In	7 wks	Mon 4/26/21	Mon 6/14/21
59	0%	Interior Finishes	9 wks	Tue 6/1/21	Tue 8/3/21
60	0%	Site Work - Hardscape / Landscaping / Accessories	4 wks	Wed 7/7/21	Tue 8/3/21
61	0%	Exterior Finishes	3 wks	Wed 7/21/21	Tue 8/10/21
62	0%	Weather Allowance	1 wk	Wed 8/11/21	Tue 8/17/21
63	0%	FF&E & Move-In	20 days	Wed 8/18/21	Wed 9/16/21
64	0%	Furniture	3 wks	Wed 8/18/21	Wed 9/8/21
65	0%	Low Voltage Cabling	3 wks	Wed 8/18/21	Wed 9/8/21
66	0%	Audio Visual	3 wks	Wed 8/18/21	Wed 9/8/21
67	0%	Morrow Co Move-In	1 wk	Thu 9/9/21	Wed 9/15/21
68	0%	Post Move Parking Area Construction	30 days	Thu 8/18/21	Wed 10/27/21
69	0%	Demolition & Abatement of Irigton Annex	2 wks	Thu 9/16/21	Wed 9/29/21
70	0%	Site Utilities & Grading for Parking Area	3 wks	Thu 9/30/21	Wed 10/20/21
71	0%	Paving, Striping, Landscaping	1 wk	Thu 10/21/21	Wed 10/27/21
72	0%	Post Construction Activities	20 days	Thu 10/28/21	Wed 11/24/21
73	0%	Close-Out Documents	4 wks	Thu 10/28/21	Wed 11/24/21
74	0%	Owner Training	4 wks	Thu 10/28/21	Wed 11/24/21

d. Systems Summary - Schedule of Values



Morrow County Administration Building

Phase 2 GMP Proposal

Date

Version

Based on Documents dated August 24, 2020

August 31, 2020

Estimate No. 4, Rev. 0

EST. No: 4, Rev. 0
31-Aug-20
13,262 sf

Description	Total	\$/sf
01 DEMOLITION	\$ 81,252	\$6.13
02 SITEWORK	\$ 747,204	\$56.34
03 FOUNDATIONS	\$ 275,394	\$20.77
05 SUPERSTRUCTURE	\$ 866,400	\$65.33
06 EXTERIOR SKIN	\$ 353,503	\$26.66
08 INTERIOR CONSTRUCTION	\$ 1,129,195	\$85.15
11 PLUMBING/PROCESS PIPING	\$ 91,455	\$6.90
12 FIRE PROTECTION	\$ 55,778	\$4.21
13 MECHANICAL	\$ 393,218	\$29.65
14 ELECTRICAL	\$ 579,686	\$43.71
15 JOBSITE MANAGEMENT	\$ -	\$0.00
16 SITE REQUIREMENTS & PERMIT	\$ 98,295	\$7.41
17 DESIGN SERVICES	\$ 699,423	\$52.74
19 DESIGN-BUILDER'S CONTINGENCY	\$ 132,604	\$10.00
SUBTOTAL Cost of Work	\$ 5,503,408	\$414.98
General Conditions Cost (LS)	\$ 1,024,173	\$77.23
Design-Builder's Fee (LS)	\$ 272,419	\$20.54
TOTAL CURRENT ESTIMATE	\$ 6,800,000	\$512.74

Morrow County Administration Building

Phase 2 GMP Proposal

Estimate No. 4 Rev. 0

August 31, 2020

Project Understanding

- a. This budget was generated from documents created by CIDA dated August 24, 2020
- b. Documents are titled "100% Design Development"
- c. Project budget is based upon all work completed during regular work hours.
- d. Revised building areas of 13,262sf for the submission of this package. See Alternates Log for costs to restore building area and other add alternates.
- e. In the event of conflict or discrepancy in the drawings and specifications, the drawings shall take priority in interpretation.

Allowance

- a. Allowances are considered to be an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. These Allowances are included to project a final cost to include labor, materials, equipment, and any subcontractor costs. A reasonable estimate for an assumed scope and quality is included as a placeholder only. If Contractor's actual costs of the work associated with listed allowances are more than or less than the allowance amount, the GMP shall be adjusted accordingly by change order in accordance with the terms of the Construction contract. Only the following Allowances' have been included in the GMP.
 - i. None

Contingency

- a. Cost of Work Contingency per contract documents.
- b. Design-Builder's Contingency per contract documents.

c. Schedule

- a. Preliminary estimated construction schedule is 50 weeks weeks from start of work on site.
- b. The schedule has been arranged to account for long lead items. We have adjusted our start date to provide the most cost efficient approach.
- c. Master project schedule updated August 31, 2020

vii - c. Basis of Estimate

a. Demo

Irrigon Annex hazardous material abatement estimate based on Good Faith Asbestos Survey dated 9/16/2019 by Tektoniks Corporation.

We assume existing Irrigon Annex concrete slab to be no more than 5" thick on average

b. Site

Per 100% Design Development Set

3rd street improvements have been incorporated into the design and GMP budget.

Landscape design assumes the value driven design adjustments as detailed in the landscaping documents will be approvable both at the City & County

c. Foundation

Per 100% Design Development Set

We assume a 4" slab on grade thickness

e. Superstructure

Per 100% Design Development Set

f. Exterior Skin

Per 100% Design Development Set

Morrow County Administration Building

Phase 2 GMP Proposal

Estimate No. 4 Rev. 0

August 31, 2020

g. Roofing

Per 100% Design Development Set

h. Interiors

Per 100% Design Development Set

Plywood decking for storage at attic is not included. Area and storage weight requirements to be determined cost and construction can begin.

i. Conveying

N/A

j. Special Construction

N/A

k. Plumbing

All waste and vents to be completed in PVC/DWV. Water piping will be piped with copper main lines and wirsbo in the walls.

Pressure assist figured at water closets and urinals. See Alternates Log for automatic flush feature options.

All lav sinks will be fed wit instant hot heaters mounted under sinks.

l. Fire Protection

Wet system at office building and a dry system at covered parking area.

All sprinklers in areas with ceilings are white semi-recessed quick response and located in quarter or center points in ceiling tiles.

m. HVAC & Controls

Building controls to be by manufacture. No direct digital control system is needed or included in this budget.

n. Electrical & Low Voltage

Building assumes a 600A / 208V / 3PH service . The current overhead utility is only single phase and assume that Umatilla Electric Cooperative would be responsible to upgrade the OH line to bring 3PH to the site.

There is no A/V (TV cabling, speakers, microphones, speaker wiring etc. in this quote). There are raceways to an accessible space for the conference room TV's. See Alternates Log for added scope of work.

Standard battery back up power has been included for the building including the Sherriff area. An add alternate is provided to utilized the existing generator if required.

An electric or glycol snow melt system has been excluded at this time. See add alternate log for added scope

Exclusions

- a. Appliances, furniture or fixtures or relocation of existing appliances, furniture or fixtures unless specifically noted
- b. Active electronics
- c. Audio visual cabling and equipment
- d. Commissioning agent services
- e. Consumption costs for power & water.
- f. Any items that come up as a result of the planning or building review processes that has occurred after August 31, 2020.
- g. design and construction for interim or overflow parking located off site.

e. BIM Model and Execution Plan

- a. Due to the relatively simple MEP/FP systems and large open ceiling cavities, we do not propose the use of BIM on this project and have excluded all BIM costs in our Phase 2 proposal.

Morrow County Administration Building

Phase 2 GMP Proposal

Estimate No. 4 Rev. 0

August 31, 2020

f. Subcontractor procurement procedure

Fortis has worked collaboratively with Morrow County to procure most of the major trades on this project. As of this GMP deliverable, we have issued and been approved on the following subcontractor award recommendations:

- Demolition – Elder Demolition
- Site Work, Utilities, Concrete, Paving – James Challis Construction
- Superstructure / Roofing / Skin – Erector's Inc.
- Plumbing – Blue Mountain Plumbing
- Fire Protection – Cascade Fire
- HVAC – Thew's Mechanical
- Electrical - Gordon's Electric

Our remaining procurement plan will be to continue working collaboratively with Morrow County to reconcile these existing subs with the completed design documents, as well as on-board new subcontractors for any remaining trades using a similar process.

j. Small Business Participation/Outreach Plan

Considering the remote location of this project site, our focus has been to recruit local subs whenever possible. Of the award recommendations noted above, all but one (metal building supplier) is located with the eastern Oregon or Tri-City region. We achieved this by leveraging existing relationships from past eastern Oregon project as well as working with the Morrow Co project team to perform additional outreach and involve new subcontractors such as Blue Mountain Plumbing. We will continue this trend with all of our remaining buy-out to try and further increase the local subcontractor community participation in this project.

i. Permit Strategy Plan

We are currently in for the conditional use permitting process and are anticipating a full approval by 9/30/2020. At that time, we will immediately apply for the zoning permit and anticipate zoning approval within 3 weeks, or by 10/20/2020. At that time, we will immediately submit for the building permit, anticipating approval to proceed with construction by 11/12/2020. Our master schedule and design process reflect this approach, and we will continue to work collaboratively with Morrow County to keep the permitting process on-course.

l. Contract Close-Out Plan

Fortis to coordinate the acquisition and organization of all closeout documentation and materials to provide to Morrow County. These documents can be saved in ShareFile, on CD or thumb drive, or printed and organized as a hard-copy in a 3-ring binder in accordance with Morrow County's preferences.

Throughout the construction process, Fortis will coordinate with each of the sub-contractors to collect all necessary closeout documentation and materials. As substantial completion nears, Fortis will organize the documentation in a clear and understandable manner.

Documentation/materials to include:

- Operation & Maintenance information
- Product Warranties
- Workmanship Warranties – to be tied to substantial completion date
- Permits
- Submittals
- RFIs
- Architectural Bulletins
- Specifications
- Attic Stock

m. Differing Site Conditions Report

a. n/a

Morrow County Administration Building

Phase 2 GMP Proposal

Estimate No. 4 Rev. 0

August 31, 2020

5. Phase 2 Commercial Terms:

Guaranteed Maximum Price	\$6,800,000.00
Cost of Work	\$5,503,408.00
Design-Builder's Lump Sum Fee	\$272,419.00
Lump Sum General Conditions Cost	\$1,024,173.00
Substantial Completion Date (Milestone Dates)	10/27/2021
Final Completion Date	11/24/2021

Additive Alternate Log



Morrow County Administration Building

Phase 2 GMP Proposal

Based on Documents dated August 24, 2020

Date

8/21/2020 R6

Version

Estimate No. three Rev. 03REV00

ESTIMATE - PROJECTED COST	
Current Estimate - Estimate No. 4 Rev. 0	\$ 6,800,000
Potential Owner Accepted Alternates	\$ 138,651
Updated Estimate with Additive Alternates	\$ 6,938,651

BUDGET - TARGET	
Project Budget	\$ 6,800,000
Total Project Budget	\$ 6,800,000
Current Variance	\$ 138,651

** Items provided at 100% SD budget

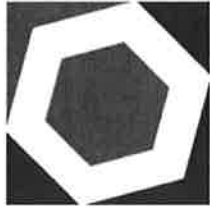
Includes Accepted VE

Item#	System Alternate Description	Pending \$ Value	Team Recommendation				Owner Decision			Comments / Action Required	Action Date	
			Design Team	Adjust Estimate Assumption	Not Recommended	Further Study Needed	Recommended	Owner	Accepted			Rejected
				Reconcile	No	Maybe	Yes		Yes			No
1.0	Restore building footprint to 13,420sf at the Planning Department area, southside	\$ 49,498	-	-	-	-	-	-	-			
2.0	Decrease masonry quantity by 431sf at center mass to below window line	\$ (9,482)	-	-	-	-	-	-	-	Further options regarding stucco, hardi plank, or metal panel could bring larger reduction but require further study		
3.0	Reduce glazing quantity by 74sf - 2 windows at Sherriff parking area for sighting at covered parking	\$ (3,400)	-	-	-	-	-	-	-			
4.0	Install carpet or VCT in lieu of ceramic tile at Court room Lobby 120 and Planning Lobby 001	\$ (10,912)	-	-	-	-	-	-	-			
5.0	Install epoxy paint flooring in lieu of exposed concrete at Evidence garage area	\$ 7,440	-	-	-	-	-	-	-			
6.0	Provide cabling and equipment pertaining to the AV system - TBD by owner	TBD	-	-	-	-	-	-	-	Exact requirement and locations to be defined		
7.0	Upgrade Sherriff/Holding Cell room to a premanufactured steel bar enclosure	\$ 13,100	-	-	-	-	-	-	-	Current design includes impact resistant with plywood walls and steel bar entry wall and door		
8.0	Add battery operated automatic bathroom amenities (soap, paper towel, etc.)	\$ 3,130	-	-	-	-	-	-	-			
9.0	Add electrical hard-wired automatic bathroom amenities (soap, paper towel, etc.)	\$ 5,165	-	-	-	-	-	-	-			
10.0	Add battery operated automatic plumbing fixtures	\$ 8,636	-	-	-	-	-	-	-			
11.0	Add electrical hard-wired automatic plumbing fixtures	\$ 20,536	-	-	-	-	-	-	-			
12.0	Provide generator (existing) backup power to Sherriff area in lieu of standard building battery backup	\$ 11,565	-	-	-	-	-	-	-	Base estimate includes standard battery backup only		
13.0	Add electric snow melt at Court and Veterans entrances - 750sf	\$ 21,459	-	-	-	-	-	-	-	Further study regarding glycol or electric system to be conducted		
Subtotal		\$ 116,735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pro-Rate Adjustments for Margins												
General Conditions Cost (LS)		21,916	-	-	-	-	-	-	-			
Design-Builder's Fee (LS)		-	-	-	-	-	-	-	-			
TOTAL		\$ 138,651	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			



Morrow County Administration Building

g. Project Safety and Job Site Hazard Analysis



FORTIS

CONSTRUCTION INC.

Fortis Construction, Inc

Safety and Jobsite

Hazard Analysis

MORROW COUNTY ADMINISTRATION BUILDING

NE. Second St. and NE Main Ave.

Irrigon, OR. 97844

Table of Contents

- I. Fortis Philosophy
- II. Location and Leadership
- III. Logistics and Training
- IV. Fall Protection Plan
- V. Drug and Alcohol Program
- VI. Emergency Response
 - a. Response Flow Chart
 - b. Contact List
 - c. Emergency Vehicle Access
 - d. Map and Directions to Medical Clinic
 - e. Fortis Information for Occupational Medicine Clinic
 - f. Evacuation Procedures
 - g. Point of Contact Signs
 - h. Project Address Signs
- VII. Project Personal Protective Equipment (PPE) Requirements
- VIII. Fortis Site Specific Orientation

Introduction

Fortis Philosophy

It is the philosophy of Fortis Construction, Inc. to protect the safety and health of employees, subcontractors, and visitors at every jobsite and home office. It is our belief that all injuries and accidents are preventable. It is unconscionable to think that we have not done everything we can to assure that every worker returns home at the end of the workday as healthy as they left. Fortis Construction, Inc. has established an Environmental Health and Safety Plan (EHSP) and this Site Specific Safety Plan to help us create injury free environments (IFE) and prevent injury and illness due to hazards. It is a requirement for employment at Fortis that you share our commitment to safety. A Safety Committee has been established to promote IFE. This committee will assist Fortis Construction, Inc. in championing safety at all our sites and making recommendations for ongoing improvements.

Management

Senior Management is committed to fostering and promoting the *mission* of an IFE on our jobsites. This calls for the elimination of unsafe acts, unsafe conditions, and the elimination of near-miss incidents. This is to be accomplished with:

- Collaboration between the Owner, Fortis, and subcontractors
- Personal commitment and leadership by all Fortis employees at each site
- Ownership by all craft workers

Supervision

It is Fortis' policy to not sacrifice safety for any reason. To effectively encourage and enforce safe work practices, we require all Superintendents, Project Managers, Project Engineers, and Safety Coordinators to become familiar with our policy. Our Supervisors have the authority and responsibility to take immediate action to correct hazardous conditions and practices without concern for the costs. All subcontractors, tiered subcontractors, and supervisory personnel are responsible for maintaining safe and healthy working conditions in their areas

of responsibility and for enforcing all safety and health rules and regulations. It is understood that all contractors working at the site will subscribe to the Fortis Construction, Inc. EHSP in addition to their own plan.

Site Specific Plan

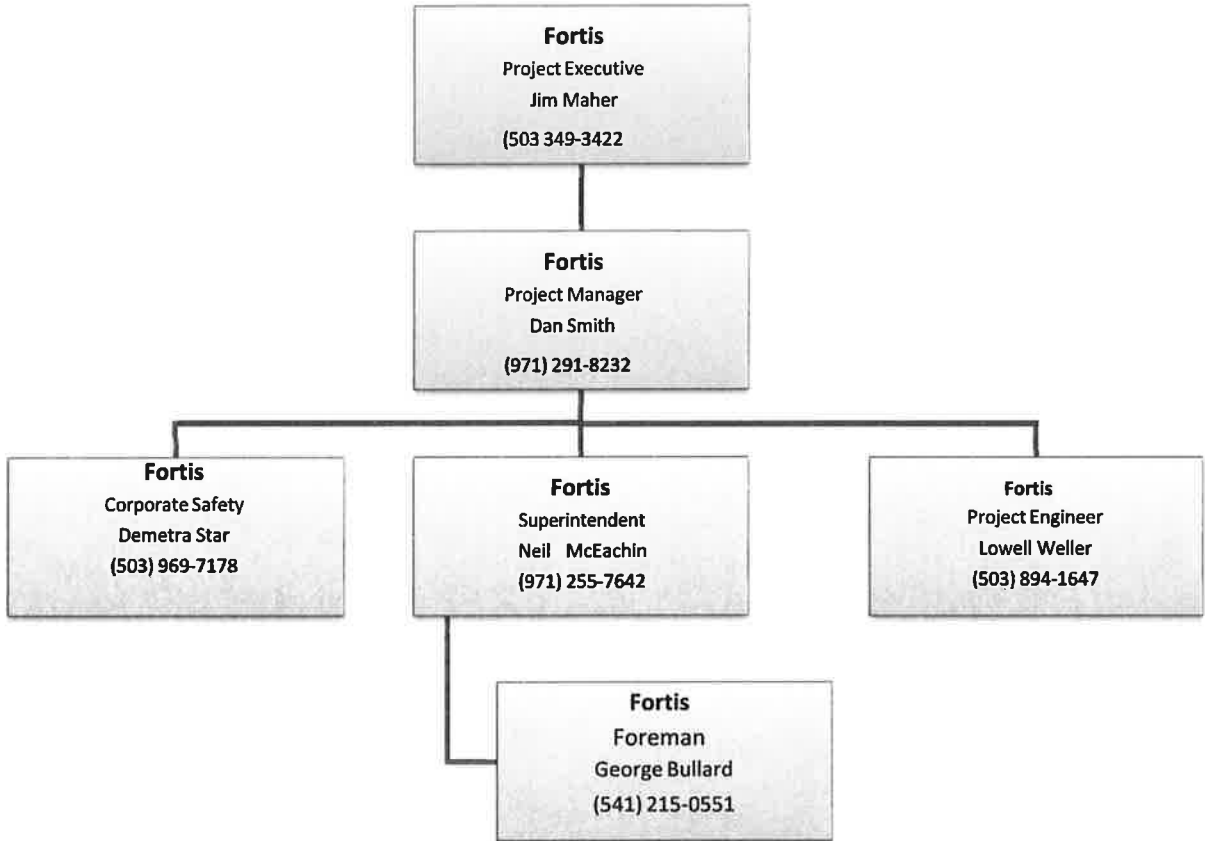
This plan has been develop specifically for this project by the project team. It is our attempt to customize our safety approach to the specific challenges of this project. Program elements may be added to or removed from this site specific plan as the particular project has the need or as it changes. All items not addressed in this specific plan are covered by the Fortis EHSP. All Fortis subcontractors, owner personnel, owner contractors, vendors, visitors, inspectors, third party contractors and manufacturer's reps will abide by the requirements outlined in this Site Specific Safety Plan, Fortis EHSP, and any project changes that are initiated by the project team throughout the project in response to incidents, improvements, innovations and safety programs that are deemed necessary to enhance the safety on the project.

Location and Leadership

Project Address

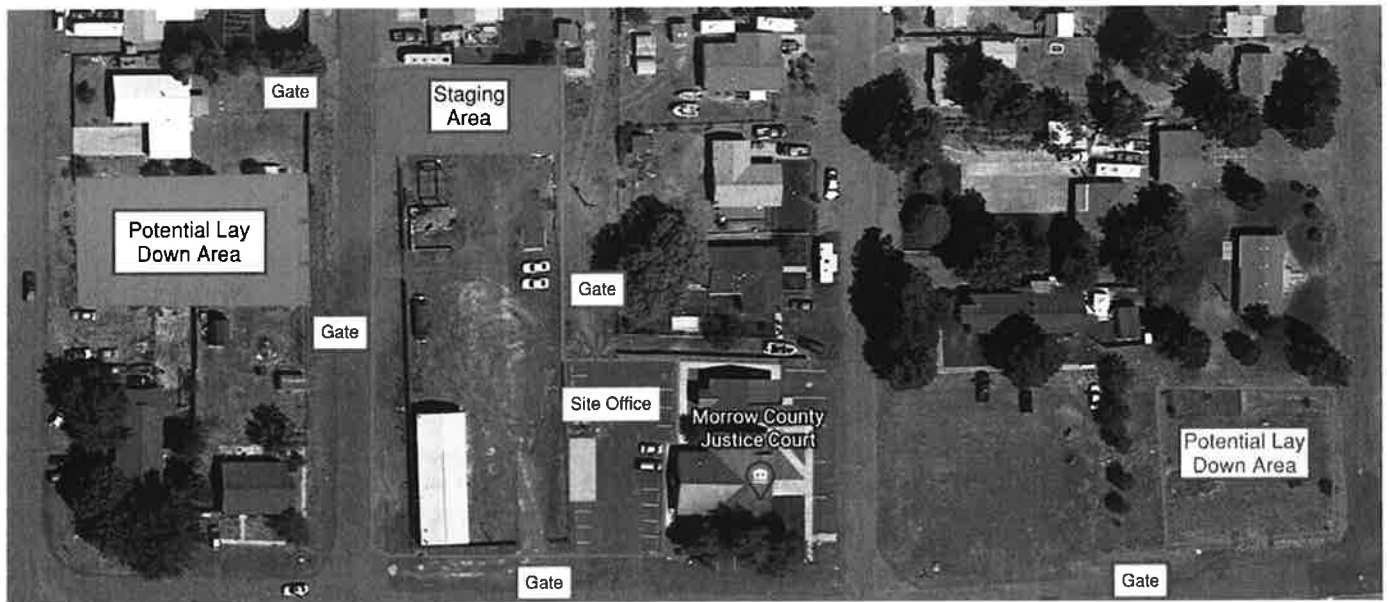
NE. Second St. and NE Main Ave.
Irrigon, OR. 97844

Fortis Project Team



Site Logistics

Fortis will maintain its own jobsite office. Meetings and site orientations will be held inside this office space. Access to this area will be off NE Main Ave. Signs will be posted for direction to the area.



Training

All Fortis personnel and subcontractors must be trained in Fall Protection, Scissor lift, Boom lift, Forklift, Powder Actuated Tools, Laser Use, Scaffolds User, CPR/First Aid/AED (foreman level and above), LO/TO, excavation competent persons, Scaffold Erectors and Emergency Procedures if relevant for their scope of activities/responsibilities and the training shall be provided by the employer shortly after arrival on site and prior to any anticipated activity requiring this training.

Training Cont.

Proof of training must be provided to Fortis by the contractor at the time of Site Specific Orientation or periodically after the training has occurred over the course of the project.

Fall Protection Plan

General Plan

Fortis requires that all subcontractors will comply with the Fortis Site Specific Fall Protection policy and with OR-OSHA regulations for falls and falling objects, however in addition to these requirements the project requires that all fall exposures of **6 ft or greater** must be mitigated with fall protection. Furthermore, stair landings, loading docks and steps with 4 or more risers must be protected with guardrails/stair rails. Holes greater than 2" with fall exposures must be protected with labeled and secured hole covers able to withstand 2X the intended load.

A six foot lanyards (such as DBI SALA ShockWave2), retractable personal lanyards and full Body harnesses must be utilized in boom lifts and other personal fall arrest applications.

100% Tie-off is required on the roof within 10ft of low parapets and any other fall exposures of 6ft or greater (such as ductwork penetrations in the pre-cast panels whose "sill" is located below 39" from the top of the roof). When working on roofs with fall exposures, Fortis or the contractor will establish a warning line in accordance with OR-OSHA using delineators, yellow plastic chain marked every 6 ft with signage and will require 100% fall protection tie-off beyond the warning line. OSHA exceptions given to roofers for utilizing safety monitors will not be honored on this project, meaning that all personnel including roofers must have 100% fall protection (such as guardrails, hole covers or fall protection tie off) for all fall exposures on roofs.

OSHA exceptions given to ironworkers for control decking zones and heights that require fall protection will not be honored on this project; meaning that all personnel, including ironworkers, must maintain 100% tie off or be otherwise protection from falls of 6ft or greater.

Fortis requires that all subcontractors devise written fall protection plans for all activity that involves or anticipates fall exposures that are specific to this project and the contractor’s scope of work. The written plan will be outlined on the Pre-Task Plan which will be reviewed and signed by all personnel in the crew.

Equipment

Fall protection equipment will be inspected daily by the user and annually by a competent person (i.e. Safety Coordinator). The annual inspection will be documented on the equipment itself and on a log. Any fall protection equipment that does not pass inspection will be removed immediately from service to be repaired by the manufacturer (if serviceable) or disposed of (if not).

General Plan for Specific Areas of Fall Exposure on

Applicable?	Hazard Type	General Location	Fall Protection Method
✓	Fall from elevation: roof	Precast duct opening, Low Parapet areas	Utilize temporary roof anchors installed as per manufacturer specification into precast panels or utilize cross arm strap installed between pre-cast openings, parapet anchors, horizontal lifelines with Self Retracting Lanyard (SRL) or rope grab system, SRL, or warning line (Plastic chain with delineators and signs) with 100% tie off beyond line.

✓	Fall from elevation: working from aerial lifts, boom lifts or scissor lifts	All areas	Maintain 100% tie off in boomlifts, utilize guardrails as fall prevention in scissor lifts, all personnel transitioning from lift when elevated will utilize harness and lanyard and be anchored to rated anchor point on structure prior to feet leaving platform. All gates will be closed during use and bump guards will be used to alert operators of areas of steep slope or drops
✓	Fall from elevation: ladders	All areas	Exposures of 6ft or greater will require fall arrest. Will utilize full body harness, 6ft shock absorbing lanyard or self retracting lanyard with cross arm strap or beam clamp anchored to a point rated at 5000lbs within the structure. Fall protection will be positioned such that there is no swing

✓	Fall from elevation: Scaffolds	Roof, all floors, Penthouse	Rolling scaffold will be erected in compliance with OSHA, wheels will be locked while in use, scaffold will be inspected daily prior to use and documented, scaffold will be accessible by fix ladder. Baker scaffold whose platform is above 6ft will be installed with guardrails, if at 2 nd stage, the scaffold will have outriggers or be secured to prevent tipping. Scaffold in high wind area or in icy conditions will not be use and scaffold will be secure to prevent tipping
---	-----------------------------------	--------------------------------	--

Drug and Alcohol Program

Fortis is enrolled in the Construction Industry Drug Free Workplace Drug and Alcohol Program. All Fortis personnel are in compliance with this program and will be able to provide a Drug Free Workplace card to this effect. All future hires will either be enrolled in the program when dispatched or shall be enrolled in the Walls and Ceilings Drug and Alcohol Program.

In addition to the pre-employment and random drug testing components to the Fortis internal program, Fortis requires a Drug and Alcohol test for reasonable suspicion, random and post accident (i.e. whenever personnel are injured to such a degree that off site medical is necessary) for the project.

Fortis Construction, Inc Drug and Alcohol Policy

General Policy

Fortis Construction, Inc. prohibits the use, possession or distribution on its premises, facilities or work places of any of the following:

- Alcoholic beverages
- Intoxicants and narcotics
- Illegal or unauthorized drugs (including marijuana)
- "Look-alike" (simulated) drugs
- Related drug paraphernalia.

Fortis Construction, Inc. employees and subcontractors must not report for duty under the influence of any drug, alcoholic beverage, intoxicant or narcotic or other substance (including legally prescribed drugs and medicines) which will in any way adversely affect their working ability, alertness, coordination, response, or adversely affect the safety of others on the job.

Fortis Construction, Inc. has the right, in its discretion, to report to law enforcement officials the use, possession or distribution of any substance named in the first paragraph of this policy to law enforcement officials and to turn over to the custody of law enforcement officials any such substances on company property.

Substance abuse testing will be conducted for random, probable cause or suspicion and post incident/accident.

Substance Abuse Testing

Random Testing

Five personnel will be randomly selected each month by Fortis to undergo a drug and alcohol screening. The participants will be randomly selected from the attendance sheet collected at the weekly All-Hands safety meeting or Sign-up sheets. Fortis will notify an employer via letter and in person of the selectees the same day that the testing is due. Selectees will be required to submit to a drug and alcohol test the same day of selection. Contractors with a union or company Drug and Alcohol program will be exempt from random testing but must have a current drug card.

Fortis requires that a contractor supervisory personnel escort the selectee to the clinic. A copy of the chain of custody paperwork issued at the collection clinic shall be provided to Fortis as proof that the testing has occurred and has occurred within the time limitations. Failure to submit to the test will be considered a positive test.

Worker Testing

Each controlling employer will certify that they have a drug, alcohol and other prohibited articles policy that incorporates as a minimum the following requirements:

- When an applicant submits to random testing, post accident or reasonable suspicion and passes the required test, he/she will be eligible for continued access to the project. If the applicant fails the required test, he/she will be removed from the project and he/she may reapply for access considerations to the project after a period of no less than one year has elapsed. This one year waiting period may be waived if the applicant completes an acceptable drug/alcohol rehabilitation program and presents acceptable proof of completion of the program to the controlling employer's personnel/safety office. An applicant who fails the second test will not be considered for employment at the project premises for a period of no less than one year.
- All workers who refuse to submit to a drug and alcohol test, or who fail to pass a drug and alcohol test will be removed from the project premises by the controlling employer and will be referred to their personnel management for disciplinary action.

Financial Obligation of the Controlling Employer

The contractors' employer will bear the cost of time, transportation, and the actual testing for workers who are being given random, post accident and reasonable suspicion drug and breathe alcohol tests.

Testing Criteria- Substances for Urine-analysis and Cut off levels:

	Initial Cutoff	Confirm Cutoff
Ethanol Alcohol	0.03 g/dl	0.03 g/dl
Amphetamines	1000 ng/ml	500 ng/ml
Methamphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
THC (Marijuana)	50 ng/ml	15 ng/ml

Invalid Specimens

When invalid samples are collected are outside the temperature limits individuals will be given one other opportunity to give a specimen within **ONE HOUR, but must not leave the testing facility during that waiting period.** Adulterated or tampered-with samples will be considered invalid.

When a post-employment test produces an invalid sample, refusal to submit a new valid specimen or failure to cooperate with the screening test will result in the individual being ineligible to work on the premises and/or projects for a period of one year.

If the new sample tests **NEGATIVE**, the individual is considered to be eligible for employment.

If the new sample tests **POSITIVE** or is again **INVALID**, the individual is deemed to have **FAILED THE TEST** and will be considered ineligible to perform work on the project.

Confidentiality

Fortis Construction, Inc. will take appropriate and reasonable steps to maintain the confidentiality of information generated by the implementation and enforcement of this policy and these procedures. Disclosure will be made only in appropriate circumstances. The controlling employer will be responsible for maintaining the confidentiality of all information generated by the implementation and enforcement of this policy and these procedures for their own workers. Fortis will have the right to audit compliance with this policy and these procedures by the controlling employer, which will include access to this confidential information.

Training

The Project Superintendent will take the necessary steps to assure that supervisors and management personnel are trained to recognize appropriate symptoms and to administer this policy in a consistent, confidential, and intelligent manner.

Subcontractors and Suppliers

Fortis Construction, Inc. and all subcontractors will include the provisions of this policy and these procedures, or another program acceptable to Fortis, in their contracts with tiered subcontractors, suppliers, consultants, agents, and others involved in providing goods or services on the project premises, and will require that they do the same with respect to their lower-tier tiered subcontractors, suppliers, etc.

POSTING AND DISTRIBUTION

Significant sections of this policy and these procedures will be posted in conspicuous locations on the project premises and will be given to each applicant and worker. Fortis may revise and amend this policy and these procedures as required.

PROCEDURES FOR EXAMINATION - POST-ACCIDENT SCREENING

An employer's supervisor/safety will be required to accompany their injured worker(s) to the medical facility. Employers will certify any worker(s) involved in an accident or incident tested negative for drugs and alcohol prior to allowing them to return to the project premises.

The controlling employer's supervisor will see that the worker and the physician sign and complete the verification and consent form. One copy will be attached to the field accident report submitted by the supervisor to Fortis Construction, Inc. The worker or his/her supervisor will present the treating physician, clinic or medical facility with the remaining copies. The physician will verify that the samples were collected by signing the form and returning it to the supervisor. A copy will be retained by the physician, clinic or medical facility, giving a copy to the worker. The doctor will sign all chain-of-custody documents and ship any specimens to the designated laboratory system.

If the worker refuses to give a specimen of body fluid, the supervisor is to call Fortis Project Management. Fortis Project Management are to advise the worker again that the refusal to submit to drug screening is a violation of the Fortis Project Safety Plan's Drug, Alcohol and Other Prohibited Articles Policy and that refusal will result in termination.

If the injured worker continues to refuse to submit to drug screening, the doctor or clinic will be advised to treat the worker for his/her injuries. The supervisor will return to the project, meet with the Fortis Project Management to prepare appropriate termination forms. Cause for termination will state - "Worker refuses to comply with written Fortis Construction, Inc. Project Safety Plan." A copy of this termination form will be included in the worker's file. The doctor will sign all chain-of-custody documents and ship any specimens to the designated laboratory system.

Emergency Response

Emergency Response Flow Chart

Contact List in Case of Emergency Morrow County Admin Bldg			
Crisis Team Leader	Neil McEachin	Mobile	(971) 255-7642
Corporate Spokesperson	Jim Maher	Mobile	(503) 349-3422
Project Spokesperson	Dan Smith	Mobile	(971) 291-8232
Project Spokesperson	Lowell Weller	Mobile	(503) 894-1647
Corporate Safety	Demetra Star	Mobile	503-969-7178



Emergency Call 911

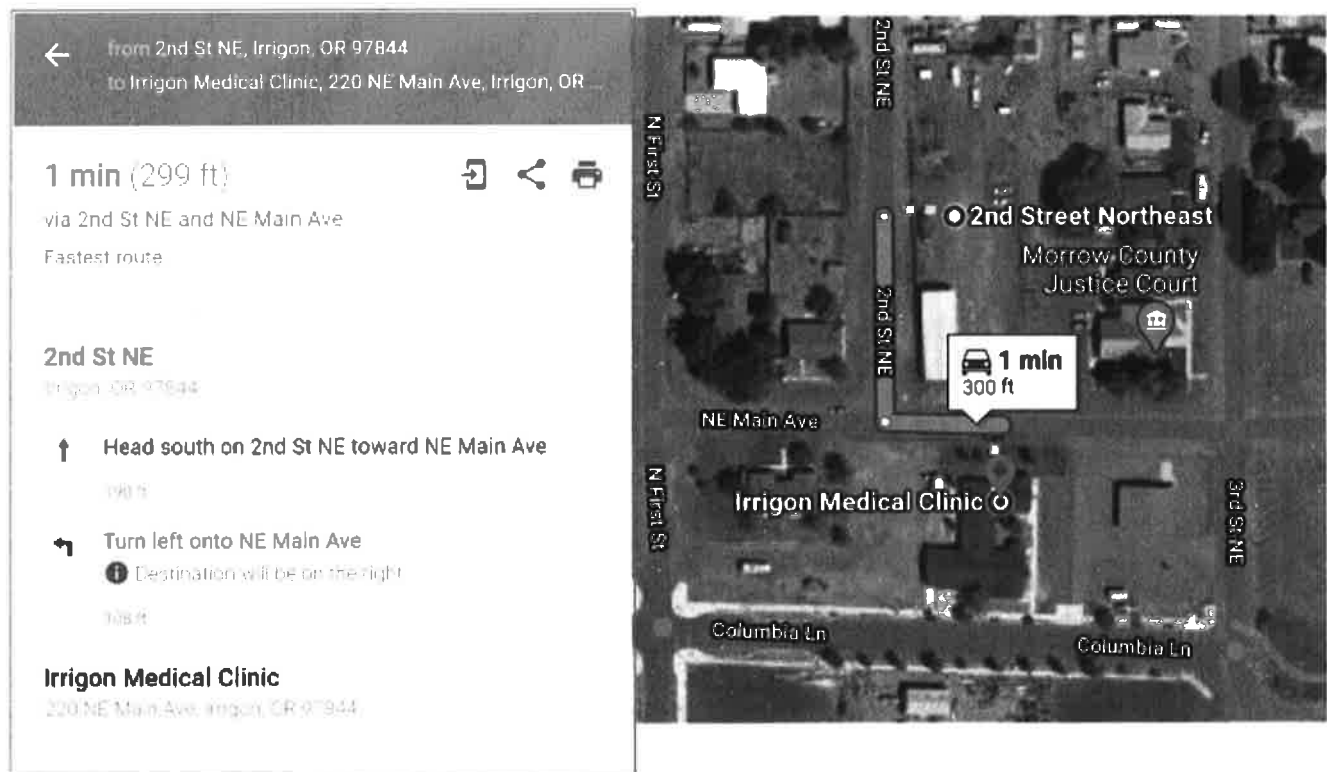
Project Address:

NE. Second St. and NE Main Ave.
Irrigon, OR. 97844

Service	Provider	Contact No.
External:		
Ambulance	911	911
Police/SHERIFF	911	911
Fire	911	911
Hazardous Waste		
OSHA	OSHA	(503) 378-3272
Utility Locate Service	The Utility Notification Center	811-(800) 332-2344
Trailer const power	Umatilla Electric Co-Op	(541) 567.6414
Light & Power Co.	Umatilla Electric Co-Op	(541) 567.6414
Sewer	City of Irrigon, Water/Sewer	(541) 922.3047
Gas Company	Cascade Natural Gas	(541) 276.1611
Water	City of Irrigon, Water/Sewer	(541) 922.3047
Weather	Fortis – Superintendent	
Internal:		
Project Manager	Dan Smith	(971) 291-8232
Regional EHS	Demetra Star	(503)-969-7178
Project Superintendent	Neil McEachin	(971)-255-7642
Project Engineer	Lowell Weller	(503) 894-1647
Project Safety Manager	Tom Sowa	(503) 309-3031

Map and Directions to Occupational Medicine Clinic and ER

Every effort will be made to prevent injuries; however should one occur, Fortis is committed to providing the best possible care to the injured employee. When injury is not urgent in nature (such as for back strains, knee strains, bumps, small lacerations, eye injuries and such) Fortis will utilize and recommend to subcontractors, The Irrigon Occupational Medicine Clinic at 220 NE Main Ave, in order to best manage the severity of the injury. In addition, any injury requiring outside medical care, will be treated in a timely fashion and the injured employee will undergo a urinalysis and breathalyzer test for drugs and alcohol.



**Fortis Information for Occupational Clinic or ER
(Present this form to the Clinic)**

Injured Employee Information:

Name of Injured Employee _____
Craft (Trade) _____
Date/Time of Injury _____ / _____ / _____ AM/PM
Body Part _____
Type of Injury _____

Company Information: Fortis Construction, Inc
1705 SW Taylor Avenue, Suite 200
Portland, OR 97054
(503) 459-4477
(503) 459-4478 fax

Drug and Alcohol Program: Construction Industry Drug Free Workplace
(A Drug and Alcohol Test is Required, post injury)

Return to Work Program: We are able to accommodate various tasks and have a Return-to-Work program. Please provide us a detailed description of limitations and recommendations with your assessment.

On-site First Aid: We have ice, bandages and ibuprofen available on site. Please consider over-the-counter options for treatment when making recommendations.

Corporate Safety Contact: Demetra Star
(503) 969-7178
demetras@fortisconstruct.com

Workmen's Compensation: SAIF (State Accident Insurance Fund)
400 High St. SE, Salem, OR 97312
1-800-285-8525
Insurance Policy: 750512



Evacuation Procedures and Assembly Area

The notice to evacuate the project will be signaled with an air horn in a repeating pattern of three blasts, followed by a short pause. The evacuation marshalling area is located [near the contractor's lunch trailers/Parking lot]. All contractors are expected to check in with their foremen who will report to the Fortis superintendent. No one is to return to the building or leave site until the "All Clear" is given by the appropriate authorities or by the Fortis superintendent or representative.

Emergency Evacuation
Signaled with Air-horn (3 Blasts,
pause, 3 Blasts)
Assembly Area: Fortis Jobsite Trailer

"Man-down" Emergency
Call 911 Address:
NE. Second St. and NE Main Ave.
Irrigon, OR. 97844
to Initiate Emergency Response

Project Personal Protective Equipment (PPE) Requirements

All personnel in all construction zones on the [project name] project will be required to wear the following PPE: Hardhat, safety glasses meeting ANSI z87.1 (prescription safety glasses must provide adequate coverage to meet this standard (i.e. side-shields, or protected with OTG safety glasses)), high visibility, ANSI Class 2 vest or shirt or jacket (fluorescent yellow/lime or orange, no red or hunter green), shirt with a minimum of 4" sleeve, long pants (no sweatpants or shorts), and substantial work boots (above ankles). Gloves must be worn when needed when hands are at risk and must be specific to the task.

As the project progresses into spring and summer, the project team may deem the lighting and vehicle traffic to be such that the ANSI Class 2 Reflective Vest requirement can be downgraded to just a high visibility vest, shirt or jacket(i.e. no longer require a Class 2 outer-garment).

A form of double eye protection (safety glasses & face shield/hood) or goggles or spect-a-goggles must be worn when personnel are drilling, cutting, grinding, welding or rotohammering at or over the shoulder level.



Morrow County Administration Building

h. Project Phasing/Staging Plan





Morrow County Administration Building

k. OQ/QC Plan

MORROW COUNTY GOV. CENTER

Internal Quality Control Kick-off Meeting Agenda & Status Report

Meeting Date & Time:

Meeting Location: Fortis Job Site Construction Office

Project Address: NE 2nd./Main Street, Irrigon, OR.

Invited (Fortis):				
Role	Name	Email	Phone	Present?
Superintendent	Neil McEachin		971.255.7642	N or Y
Foreman	George Bullard		541.215.0551	N or Y
Project Manager	Dan Smith		971.291.8232	N or Y
Project Engineer	Lowell Weller		503.894.1647	N or Y
Other				
Other				
Other				
Other				
Agenda:				
00 - General, 01 - Preconstruction QC Measures, 02 - Construction QC Measures, 03 - Miscellaneous Items				
Goal of Meeting:				
All projects are different, and should therefore have a customized quality control program. The goal of this meeting is to discuss the specifics of this project, and assign action items to ensure a quality result.				
00 - General				
00-01 General - QC Discussion				Check Box
<p>Is there any reason why this project should NOT have a customized quality control plan? If the answer to this is "Yes", than explain this in the "comments" section below and proceed no further.</p> <p>Comments:</p>				NO
00-02 General - Quality Champion				Check Box
<p>Identify team member that will take the lead on the follow-through of this quality control program. This person will need to make sure all action items assigned in this meeting are completed throughout the course of the project. (Typically Project Superintendent)</p>				Name Neil McEachin/Lowell Weller
01 - Precon QC Measures				
<u>Item #</u>	<u>Description</u>			
01-01	Precon QC Measures - Preconstruction Meetings			
Discuss as a group which trades should have preconstruction meetings prior to mobilization and fill out the below table for this project:				
Meeting #	Trade/Subcontractor	Responsible to Schedule & Run Meeting	Meeting Date	Check Box
1	Civil/Site Work	Neil/Lowell	11/12/2020	
2	Foundatitons / Concrete	Neil/Lowell	12/3/2020	
3	Underslab MEP	Neil/Lowell	12/4/2020	

Check boxes below when item has been addressed, confirmed, or completed. "X" will turn box green. Update monthly at minimum.

4	Steel Erectors / Crane Operator	Neil/Lowell	2/2/2021	
5	Roofers	Neil/Lowell	3/16/2021	
6	Weather Barrier	Neil/Lowell	3/16/2021	
7	Masonry	Neil/Lowell	3/23/2021	
8	Storefronts	Neil/Lowell	3/23/2021	
9				
10				

01-02 Precon QC Measures - Mock-ups / First in Place Inspections

Discuss as a group which items should have first in place inspections, and whether any stand alone mock-ups should be done. Fill out the below table for this project:

<u>Item #</u>	<u>Description</u>	<u>Who will take lead?</u>	<u>Target Date for Inspection or Stand Alone Mock-Up</u>	<u>Check Box</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

01-03 Precon QC Measures - Envelope Coordination Consultant

Discuss the envelope of the building and how the risk can be mitigated. Is there an option/need to hire a 3rd party consultant? Discuss as group and implement prior to scheduling Envelope Coordination Meeting.

Yes

Comments: Window Testing, QED Consultants

Check Box

01-04 Precon QC Measures - Envelope Coordination Meeting

Discuss as a group when the appropriate time is to hold an envelope coordination meeting and schedule the meeting below.

<u>Meeting #</u>	<u>Subject</u>	<u>Responsible to Schedule & Run Meeting</u>	<u>Meeting Date</u>	<u>Check Box</u>
1	Envelope Coordination meeting	Neil/Lowell	3/17/2021	

01-05 Precon QC Measures - Other Quality-Critical Components

Are there any other building components that are quality-critical for success of the project (ie owner hot-button, architectural center-piece, etc.)? How will the team ensure quality for this component?

No

Check Box

Comments:

01-06 Precon QC Measures - Contract Language

Has anything been purchased from trades above and beyond standard contract language in terms of quality control? Discuss as group.

No

Comments:

Check Box

01-07 Precon QC Measures - Submittal Review

Any special submittal review requirements, such as 'C,D & E (comply, deviate, exception) Review'? Discuss as group.

No

Comments:

Check Box

02 - Construction QC Measures

Item #

Description

02-01 Construction QC Measures - Accessibility of Current Documents

Has the public folder been set-up on Sharefile and a process established for keeping contract documents (dwgs, specs, RFIs, submittals, etc) updated and easily accessible? Who is the document control champion for this project?

Comments: Yes, Folder is in place.

Name

Lowell

Check Box

02-02 Construction QC Measures - Zero Punch List Program

How is this project going to minimize punch list? Is a Rolling Completion log going to be utilized? CxAlloy? Who is taking the lead on this? If CxAlloy is to be utilized, reference CxAlloy Guide and Project Set-up Form.

Rolling Completion Log will be utilized.

Name

Neil/Lowell

Check Box

02-03 Construction QC Measures - Quality Control Walks

Should this project hold regular "quality control only" walk-throughs? How often should they be (weekly? Quantity in place?) Should they include any parties other than Fortis? Provide name(s) of Fortis/CIDA representatives responsible to schedule/lead these walks and hold sub/team accountable. May be multiple people by trade)

Comments: Architect of Record will make Site Walk approximately monthly. Architecture (Shell) - 6 Visits. TI (Interior) - 4 Visits. All remaining trades, up to 1 site visit each.

Name

Leslie/Neil/Lowell

Leslie/Neil

Check Box

02-04 Construction QC Measures - Commissioning

Has a commissioning agent been hired for this project? If not, how will the team ensure MEP systems are functional? (Utilize Cx Checklist in this case)

Name

Morrow County

Check Box

Comments: This Action Item is an Owner Allowance

02-05 Construction QC Measures - Commissioning Kick-off Meeting

Discuss as a group when the appropriate time is to hold an commissioning kick-off meeting and schedule the meeting below.

Meeting #	Subject	Responsible to Schedule & Run Meeting	Meeting Date	Check Box
1	Commissioning Kick-off meeting	Morrow County	TBD	<input type="checkbox"/>

03 - Miscellaneous Items

Item # Description

03-01 Miscellaneous Items - Technology

Is there any new or existing technology that can be utilized to help with the implementation of this program?

Comments:

Check Box

03-02 Miscellaneous Items - Lessons Learned

Discuss as a group positive and negative quality control experiences from past projects, and how those lessons learned can be applied to this project.

Comments:

Check Box

03-03 Miscellaneous Items - Meeting Minutes

Who will type minutes from this meeting and distribute to all team members for reference throughout the project?

Name

Lowell

Check Box

END

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Morrow County engaged Northwest Engineering to review the proposed site near the Heppner Fire Station and give Morrow County an estimate for construction cost. On August 12, 2020 the Board of Commissioners approved going out for an RFP to select a contractor to build Station 2.

Attached is the RFP/Bidders Packet for the Sheriff's Station 2 building.

2. FISCAL IMPACT:

Advertising Cost estimated at \$400.00
Construction Cost estimated at \$549,000.00

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve the Bidder's Packet for the procurement of the Sheriff's Station 2 building.

Attach additional background documentation as needed.

**MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020**

BIDDER'S PACKET



Morrow County
110 N. Court St
P.O. Box 788
Heppner, OR 97836
Phone 541-676-2529

INDEX
For
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020

INDEX

1. Invitation to Bid
2. Information for Bidders
3. Project Proposal Form
4. Bid Proposal Form
5. Bid Schedule
6. Bid Bond Form
7. First Tier Sub-Contractor Disclosure Form
8. Bidder's Certification Statements as Required by Certain Oregon Revised Statutes (ORS)
9. Contract
10. Certificate of Worker's Compensation Coverage
10. BOLI Wage Rates

INVITATION TO BID
For
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020

Sealed Bids for the "MORROW COUNTY SHERIFF STATION 2 PROJECT" will be received by the Morrow County Bartholomew building, 110 N. Court St. (P.O. Box 788), Heppner, Oregon, 97836, until 2:00 p.m. local time on Thursday, October 1, 2020. The bids will be publicly opened and read at the Morrow County Bartholomew building, 110 N. Court St, Heppner, Oregon, at 3:30 p.m. local time on Thursday, October 1, 2020. First Tier Subcontractor Disclosure Forms will be accepted until 3:00 p.m. on date of the bid opening.

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so. The bidder must be registered with the Construction Contractors Board.

The work will consist of constructing a 60' by 80' wooden structure as shown in conceptual floor and site plan as titled "Morrow County Sheriff's Office Conceptual Floor and Site Plan". The contractor will secure final buildable plans as needed for permitting, obtain permits and construct the building according to the Project Conceptual Plans.

The work will consist of, but may not be limited to, the following total estimated costs for

Permitting
Site preparation
Perimeter Foundation & Concrete Slab
Exterior Walls & Roof
Doors and Windows
Interior Walls & Finish
Restroom
Mezzanine
Heating, Electrical & Plumbing

Contractor is advised:

A sewer line is located on the site and will need to be rerouted (the location has been marked).

City Sewer is available. It will require a lift to the sewer plant. The City of Heppner has offered to share their lift, located at the Fire Hall. Contractor will need to determine the best course of action for the sanitary services.

This is a MORROW COUNTY Project , fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal. Performance and Payment Bonds in the amount of the contract bid amount will be required of the successful bidder.

The contractor will not be required to have an asbestos abatement license under ORS 468A.720.

Plans and Bidding Documents may be obtained at online at <http://www.co.morrow.or.us/rfps> or by contacting the Morrow County Administration at (541) 676-2529.

For additional information, questions or concerns, contact Darrell Green by e-mail at dgreen@co.morrow.or.us or by phone at (541) 676-2529.

MORROW COUNTY is an equal opportunity employer.

Darrell Green
Morrow County Administrator

INFORMATION FOR BIDDERS

MORROW COUNTY (Agency), will receive sealed bids for the “**MORROW COUNTY SHERIFF STATION 2 PROJECT**”, as shown in the INVITATION TO BID. Each bid shall be submitted in a sealed envelope labeled “**BID FOR: “MORROW COUNTY SHERIFF STATION 2 PROJECT”**” and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel”.

Sealed bids may be delivered in person to the Morrow County Bartholomew building, Administrators Office, 110 N. Court St, Heppner OR 97836 between 8:00 am and 5:00 pm.. Bids may be mailed to the Morrow County Administration Department, P.O. Box 788, Heppner, Oregon, 97836. If sent by mail or another carrier, the sealed bid envelope shall be contained within another envelope.

First-Tier subcontractor disclosure will be required for this project. The First-Tier sub-contractor disclosure form must be submitted either in its bid submission or in a separate sealed envelope within two (2) working hours of the advertised bid closing date and time (see disclosure deadline on the Sub-Contractor Disclosure form). If the disclosure form is included in the bid submission, “**First Tier Subcontractor Disclosure Form Enclosed**” must be marked on the outside of the envelope. If the First Tier Subcontractor Disclosure Form is submitted separately from the bid submission, the enveloped shall be labeled **FIRST TIER SUBCONTRACTOR DISCLOSURE FORM, FOR: “MORROW COUNTY SHERIFF STATION 2 PROJECT”**, and shall bear on its face the full name of the Bidder with the Bidder’s return address and Oregon Construction Contractors Board Registration Number.

All bids shall be made on enclosed **BID SCHEDULE** form. All blank spaces for bid prices shall be filled in, in ink or typewritten, and the bid schedule form shall be fully completed and executed when submitted. Only one copy of the bid form is required. Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidder shall also enter the Total Bid Amount obtained by adding the sub-totals of all Items in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed. A conditional or qualified bid will not be accepted.

This project is subject to ORS 279C.800 to 279C.870 (Prevailing Wage Rates).

Once submitted, bids may be modified in writing prior to the scheduled closing date and time for the acceptance of bids as stated in the INVITATION TO BID. Changes must be submitted in sealed envelope labeled “**REVISIONS TO BID, MORROW COUNTY SHERIFF STATION 2 PROJECT**” and shall bear, on its face, the full name of the Bidder with the Bidder’s return address, Oregon Construction Contractors Board Registration Number and the words “To Be Opened Only By Authorized Personnel”. The bidder shall include a statement, on the Contractor’s company letterhead, signed by an authorized officer, stating that the revised bid submittal supersedes or modifies the prior bid. The Agency shall not accept modifications over the telephone, by fax or e-mail. This does not eliminate a third-party hand delivering a revised or modified bid.

Any bid may be withdrawn prior to the scheduled closing date and time for the acceptance of bids set forth in the INVITATION TO BID. A Bidder may withdraw its bid after it has been delivered to the AGENCY’s Office, provided that:

- The written withdrawal request is submitted, in person, on the Bidder’s letterhead and includes the name of the project (MORROW COUNTY SHERIFF STATION 2 PROJECT).

- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request;
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Agency and the Bidder.

Each Bidder shall inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the project plans and this document (including all addenda).

Each Bidder shall satisfy himself/herself of the accuracy of the estimated quantities in the bid schedule. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be performed. A successful Bidder shall not be relieved of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. The failure or omission of the Bidder to examine any form, instrument or document, or to visit the site, shall in no way relieve the Bidder from any obligation in respect to the bid.

This document and the project Conceptual Floor and Site plan contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract. Any supplemental instructions shall be in the form of written addenda to the contract documents which, if issued, shall be posted on the web site listed in the Invitation to Bid and e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than 72 hours prior to the date fixed for submittal of bids. Failure of any Bidder to receive any such addenda shall not relieve such Bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents. It is the responsibility for all prospective Bidders to verify if addenda have been issued for the project by contacting the Morrow County Administrator's office at (541) 676-2529.

Each bid shall be accompanied by a bid bond or certified check payable to the Agency for ten percent (10%) of the total amount of the bid. As soon as the bid prices have been compared, the Agency will return the certified checks, if any, of all except the three lowest responsible Bidders. When the agreement is executed the certified checks, if any, of the two (2) remaining unsuccessful Bidders will be returned. The bid bond or check of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which a check, if any, will be returned.

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder's Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

A performance bond and a payment bond, each in the amount of 100 percent (100%) of the total bid price with a corporate surety approved by the Agency, shall be required for the faithful performance of the contract. Attorneys-in-fact who sign bid bonds, payment bonds and performance bonds shall file with each bond a certified and

effective dated copy of their power of attorney.

The party to whom the contract is awarded shall be required to execute the agreement and obtain the performance bond and payment bond and provide the required certificate of insurance within fourteen (14) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary agreement, certificate of insurance and bond forms. In case of failure of the Bidder to execute the agreement and other required documents, the Agency may, at the Agencies option, consider the Bidder in default, in which case the bid bond accompanying the bid shall become the property of the Agency.

The Agency, within twenty (20) calendar days of receipt of the acceptable performance bond, payment bond, certificate of insurance and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Agency not execute the agreement within such period, the bidder may by written notice withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Agency.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Agency. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Agency and Contractor.

Bidder must agree to commence work on or after the START WORK DATE to be specified in a written "Notice to Proceed" of the Agency and to fully complete the project within one hundred twenty (120) consecutive calendar days thereafter. Liquidated Damages for this project for failure to complete the project within the time period specified, or an adjusted Contract Time, will be \$250.00 per calendar day.

The Agency may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. The Agency reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Agency that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. Said investigation shall be as per ORS 279C.375. The low Bidder shall supply the names and addresses of all material suppliers and subcontractors when requested to do so by the Agency.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Bid items calling for unit prices show estimated quantities of work to be performed. These quantities, although shown with as much accuracy as possible, are approximate and are for BIDDING purposes only. Payment to the Contractor shall be made on the WORK actually performed by the Contractor. The Agency reserves the right to increase or decrease by one hundred percent (100%) the amount of these quantities on bid items amounting to less than twenty percent (20%) of the total Bid Amount as may be deemed necessary and by so doing will not invalidate the unit prices as listed in the bid. In addition, if either the total cost of the work, using original bid quantities and unit prices, or the total quantity of any bid item amounting to more than twenty percent (20%) of the total bid changes by more than thirty percent (30%), then the part of the increase or decrease exceeding thirty percent (30%) shall be adjusted as the parties agree.

Award of the contract will be made to the lowest responsible Bidder, for the TOTAL BID AMOUNT shown on the BID SCHEDULE. The Agency may reject any bid not in compliance with the prescribed requirements, and may waive any informalities and minor defects in any and all bids and may reject any and all bids upon finding by the Agency it is in the public interest to do so. If the lowest bid submitted by a responsible Bidder exceeds the amount of funds estimated by the Agency as available to finance the contract, the Agency may reject all bids or may award the contract.

A responsive bid shall be defined as complying with all conditions set forth in the contract documents, including submitting the following items:

- 1) A completed and signed Project Proposal
- 2) A completed and signed Bid Proposal
- 3) A completed and signed Bid Schedule
- 4) A properly executed Bid Bond or certified check in the amount of ten percent (10%) of the total amount of the bid;
- 5) A completed and signed First Tier Subcontractor Disclosure Form.
- 6) A completed and signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS).

The bid, bid bond, and other forms as required at the bid opening are bound in these contract documents for the convenience of the Bidder.

ENVIRONMENTAL AND NATURAL RESOURCES

Pursuant to ORS 279C.525, the agencies listed below may have enacted ordinances or regulations which deal with the prevention of environmental pollution or the preservation of natural resources. The Contractor shall comply with any ordinances or regulations enacted or adopted by these agencies.

FEDERAL AGENCIES:

Dept of Agriculture
Forest Service
Soil Conservation
Dept of Defense
Army Corps of Engineers
Environmental Protection Agency Department of Interior
Bureau of Sport Fisheries and Wildlife
Bureau of Outdoor Recreation
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation Dept. of Labor
Occupational Safety and Health Administration Dept. of Transportation
Coast Guard
Federal Highway Administration

STATE AGENCIES:

Dept. of Agriculture
Dept. of Environmental Quality
Dept of Fish and Wildlife
Dept. of Forestry
Dept. of Geology and Mineral Industries
Dept. of Human Resources
Land Conservation and Development Commission
Soil and Water Conservation Commission
State Land Board
Water Resources Dept.

LOCAL AGENCIES:

Morrow County Public Works Department
Rural Fire Protection District
Other Special Districts

PROJECT PROPOSAL FORM
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020

TO FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THE "SHERIFF STATION 2 PROJECT", AS SHOWN IN THE BID SCHEDULE, ALL IN ACCORDANCE WITH THE PROJECT PLANS, BIDDER'S PACKET AND CONTRACT DOCUMENTS, WHICH ARE ON FILE AT THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, LEXINGTON, OREGON.

Name of Bidder: _____

Address: _____

Phone: _____ Email: _____

Oregon Construction Contractors Board Registration Number: _____

TO: MORROW COUNTY, Heppner, Oregon.

This proposal is submitted as an offer by the undersigned contractor to enter into a contract with MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, for furnishing of all materials, labor, tools, equipment, and services required for construction of the "MORROW COUNTY SHERIFF STATION 2 PROJECT", for MORROW COUNTY, as shown by those certain Project Conceptual Design and Site Plans and specified in the Bidder's Packet and Contract Documents that are on file at MORROW COUNTY, 110 N. Court St., Heppner, Oregon, 97836, which are conditions hereof with the same force and effect as though they were attached hereto.

This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned contractor and the agreement of MORROW COUNTY, to the terms and prices herein submitted.

1. The undersigned contractor has examined all of the project plan and conceptual drawings and the specifications that are listed therein and their terms and conditions are hereby accepted.
2. Said drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof, and, if they are not in conflict with those referred to in Paragraph 1 above, they shall have the same force and effect as though they were attached hereto, and, when issued, they shall be accepted as contract documents.

3. Quantities stated in connection with the bid schedule for the contract submitted herewith are approximate only, and payment shall be made on the unit prices named for the actual quantities incorporated in the completed work. Only those items for which estimated quantities are given may be increased or decreased at the unit prices named. If there shall be an increase or decrease in the total payment for an item covered by a lump-sum price, it shall be made only as the result of negotiation between the undersigned contractor and the Agency.
4. The undersigned contractor shall furnish the bonds required by the specifications and comply with all laws of the State of Oregon that are pertinent to the construction contract of this character, although such laws may not have been quoted or referred to in the specifications.
5. The undersigned contractor submits the unit prices set forth in the BID SCHEDULE as those at which he (or they) will perform the work involved. The extensions in the column headed "Total Cost" are made for the sole purpose of facilitating comparison bids. If there are any discrepancies between the unit prices and the total amounts shown, the unit price shall govern
6. All scheduled items for which forms are provided herein shall be completed in full by the showing of a unit or lump sum price for each item thereof.
7. Unit prices that are lump sums for a combination of items herein named, shall be used as the basis for computation of the total compensation to be received by the undersigned, all in accordance with the completed schedule of prices attached hereto and incorporated herein by reference.

The referenced unit prices shall include all labor, transportation, materials, equipment, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

BIDDER SIGNATURE: _____ DATE: _____

BID PROPOSAL
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020

Proposal of _____, hereinafter called "BIDDER",
organized and existing under the laws of the State of OREGON, doing business as

(Bidder's Company Name)

to **MORROW COUNTY**, Heppner, Oregon, hereinafter called "AGENCY".

In compliance with the INVITATION TO BID, BIDDER hereby proposes to perform all WORK for the construction of the "**MORROW COUNTY SHERIFF STATION 2 PROJECT**", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule. BIDDER further agrees to pay liquidated damages as indicated in the INFORMATION TO BIDDERS.

BIDDER SIGNATURE: _____ DATE: _____

**BID SCHEDULE
FOR
MORROW COUNTY
SHERIFF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020**

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	Lump Sum		\$ _____	\$ _____
2	Buildable Plans/Permits			\$ _____	\$ _____
4	Site Prep			\$ _____	\$ _____
5	Foundation and Concrete			\$ _____	\$ _____
6	Exterior Walls and Roof			\$ _____	\$ _____
7	Doors and Windows			\$ _____	\$ _____
8	Interior Walls and Finish			\$ _____	\$ _____
9	Restroom			\$ _____	\$ _____
10	Heating			\$ _____	\$ _____
11	Electrical			\$ _____	\$ _____
12	Plumbing			\$ _____	\$ _____
				TOTAL	\$ _____

By: _____
Signature

Company Name: _____

Print Name: _____

Mailing Address: _____

Title: _____

Telephone: _____

Oregon CCB No.: _____

BID BOND
FOR
MORROW COUNTY
SHERRIF STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____, herein after called the "PRINCIPAL",

and _____,
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____ in the state of
_____ and authorized to do business in the State of Oregon, as surety, are held and
firmly bound unto MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS
DEPARTMENT, herein after called the "OBLIGEE", in the penal sum of
_____ dollars (\$ _____),
for the payment of which, will and truly to be made, we find ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

The CONDITIONS of this BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith submitting
a bid proposal for "**MORROW COUNTY STATION TWO PROJECT**", said bid proposal by reference
thereto, being made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the
contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract
and shall furnish such performance and payment bonds as required by the bidding and Contract Documents
within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL shall fail to
execute the proposed contract and furnish said bond, the SURETY hereby agrees to pay to the OBLIGEE
the penal sum as liquidated damages.

Signed and Sealed this _____ day of _____, 2020

PRINCIPAL

By

Surety

By Attorney-in-fact

(A certified copy of the agent's Power-of-Attorney must be attached hereto.)

BIDDER'S CERTIFICATION STATEMENTS
FOR
MORROW COUNTY
SHERIFFS STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020

As required by certain OREGON REVISED STATUTES (ORS)

The Bidder, _____, certifies to the following:
Company Name

- 1) Bidder is registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128. The Bidder certifies that Registration Number _____ allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the contract, all subcontractors performing work will be registered with the OREGON CONSTRUCTION CONTRACTORS REGISTRATION BOARD in accordance with ORS 701.021 through 701.128 prior to the subcontractors commences work under the contract.
- 2) On all public contracts exceeding \$50,000 and not covered under the Federal Davis-Bacon Act, the Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, which provides input for the payment of not less than the prevailing wage rates including fringe benefits, the posting of wage rates on the job site, the furnishing of payroll certificates and other requirements. In addition, the Bidder will comply with ORS 279C.838, if applicable, and ORS 279C.840.
- 3) The Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385
- 4) The Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining subcontractors.
- 5) The Bidder is a [Non-resident] [Resident] (check correct designation) as defined under ORS 279A.120. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State or Oregon.
- 6) As per the requirements of Oregon law for public contracts Prevailing Wage Rates; under ORS 279C.365 (g), each bid shall contain a statement by the BIDDER that the provisions of ORS 279C.840 are complied with. Yes No

Bidder Signature: _____ Date: _____

Title: _____

**DO NOT FILL OUT THE FOLLOWING CONTRACT AND
CERTIFICATION OF WORKER'S COMPENSATION
COVERAGE FOR BIDDING**

**CONTRACT
FOR
MORROW COUNTY
SHERIFFS STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020**

THIS CONTRACT, made and entered into in duplicate, this _____ day of _____, 2020 by and between MORROW COUNTY, hereinafter called "Agency" and _____, hereinafter called "Contractor".

Federal Tax ID No.

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith and the BID SCHEDULE containing the contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into

consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency shall be ninety (90) calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, Liquidated Damages shall be paid at the rate \$250.00 per calendar day.

MORROW COUNTY

CONTRACTOR

By: _____
Melissa Lindsay, Chair
Morrow County Board of Commissioners

By: _____

By: _____
Don Russell, Commissioner
Morrow County Board of Commissioners

Title: _____

By: _____
Jim Doherty, Commissioner
Morrow County Board of Commissioners

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

**MORROW COUNTY
SHERIFFS SATION 2 PROJECT
MORROW COUNTY , OREGON
SEPTEMBER 9, 2020**

CERTIFICATION OF WORKERS COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers, Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or another authorized insurer.) Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated _____ 2020

(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries:
Salem, OR 97310; Phone (503) 947-7810

**PREVAILING WAGE RATES
FOR
MORROW COUNTY
SHERIFFS STATION 2 PROJECT
MORROW COUNTY, OREGON
SEPTEMBER 9, 2020**

The Prevailing Wage Rates for this project, effective January 1, 2020, are available at The Oregon Bureau of Labor and Industries website:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.

**REQUEST FOR BIDS
MORROW COUNTY, OREGON
SHERIFFS STATION 2 PROJECT
MORROW COUNTY
SEPTEMBER - 2020**

Morrow County, Oregon
P.O. Box 788
Heppner OR 97836

Morrow County, Oregon (Owner) invites Bids for the **Sheriff's Station 2, Heppner - 2020** project located at Heppner Oregon 97836. The Work includes constructing a 60-foot by 80-foot wood building. The building should be based on the Conceptual Floor and Site Plan. The Work also includes site prep and permitting for construction.

Sealed Bids for the described Project will be received by Darrell Green, County Administrator, or his authorized representative, at Morrow County Administration – Bartholomew building P.O. Box 788 Heppner, Oregon 97836, until 2:00 p.m. local time, October 1, 2020. Bids will be publicly opened and read October 1, 2020 at 3:30 PM.

The Contract is subject to the applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through ORS 279C.870, the Oregon Prevailing Wage Law.

The Project is being funded by the Owner.

The project shall be completed within 120 consecutive calendar days after the written Notice To Proceed from the Owner. The Owner anticipates making the Contract award on or before October 15, 2020, upon reviewing the Bids.

The Contractor and subcontractors shall be licensed, bonded, and insured for doing business in the State of Oregon. The Project will require execution of Performance and Payment Bonds specific to the Project.

A Bid Form is included with the Request for Bids documents for the Bidder's use in preparing and submitting their Bid. This is the only Bid Form that will be accepted by the Owner for the Project.

The Bidder shall submit, with its Bid, the Bidder's Certification Statements as Required by Certain Oregon Revised Statutes (ORS) form. This form is included with the Request for Bids documents.

Owner: **Morrow County, Oregon**
By: Darrell Green
Title: **County Administrator**
Date: September 9, 2020

+ + END OF REQUEST FOR BIDS + +

MORROW COUNTY

Sheriff Station # 2

Funding Analysis

	AMOUNT	DESCRIPTION
Goal:	\$ 549,000.00	NW Engineering estimate
10%	\$ 54,900.00	Potential Cost Over-Run
EST FUNDING NEED	\$ 603,900.00	
	\$ (250,000.00)	Budgeted 2020-2021; 101-199-5-40-4412 "Sheriff's Building"
	\$ (200,000.00)	Hold the purchase of Sheriff Vehicles
	\$ 153,900.00	
	\$ (5,500.00)	Kinzua Building Lease Terminated; 101-117-5-20-3770
	\$ 148,400.00	
	\$ (50,000.00)	PGE-Carty; "Long Term Goals" 521-521-5-50-5242
	\$ (50,000.00)	SIP Funds (#201, or 202), or Beginning Fund Balance
	\$ 48,400.00	



Community Development

P.O. Box 788 • Heppner OR 97836
(541) 676-5618

Gregg Zody, AICP
Director
gzody@co.morrow.or.us

MEMORANDUM

TO: Board of Commissioners
THROUGH: Darrell Green, County Administrator
FROM: Gregg Zody *GZ*
SUBJECT: Community Development Monthly Report for July/Early August, 2020
DATE: September 4, 2020

Fair Board

1. Staff submitted a grant application to the Cultural Trust on August 24th, 2020 requesting \$52,650.00 to recoup lost revenue and to upgrade the electrical system and enhance the kitchen. According to the Cultural Trust, this grant was designed to offset additional incurred as a result of COVID-19, not lost revenue, so the County may receive reimbursement for only the purchase of Zoom (\$150).

Loop

1. Working with the Coordinator on moving forward with fixed routes, an MOU and IGA with Kayak and Umatilla County.

Planning

1. 10 Acre zoning

Had a very productive Planning Commission work session at their regularly scheduled meeting on August 25, 2020. Staff presented a revision from the July 28th meeting. There are basically two issues the PC is still contemplating: 1) The desired location for RR-10 is adjacent to existing residential areas, while some members expressed an interest in more latitude, perhaps around non-incorporated residential areas; 2) It's important to remember that the County will not be rezoning any property related to this effort. It is still the property owner's responsibility to request the rezoning and prove his or her case as to why Goal 3 exceptions should be accepted; 2) Determining animal units per acre. Staff has reached out to the experts at SWCD for resources and am awaiting responses. The revised draft will not go before the PC until the October 27th meeting, due to the high volume of cases scheduled for the September meeting;

2. Special PC Meeting

A special Planning Commission meeting is scheduled for September 4th, 2020 so the membership can hear an appeal by a landowner regarding the proposed UEC line in the North County;

3. Planning Manager Search

Staff is very excited about the addition of Tamra Mabbott as Planning Director.

Broadband Task Force

1. Currently idle.

Port of Morrow

1. Working with Kalie Davis on securing \$42,500.00 in funding for forklift training software from CARES. I included that in the estimates provided to the BOC on September 2nd under “Economic Development – Training”. If that project does not receive CARES funding, we need to look at other sources to ensure we have a specialty-trained workforce.

Localities

No updates

Tillamook Creamery Grant

1. Since the contract was signed several weeks ago, I will work with Chair Lindsay on developing a marketing strategy to ensure that the targeted recipients (minority and women – owned firms) are able to apply for grants funds to help sustain their businesses. Outreach will include bilingual information using print and social media platforms.

Northwest Training Range Complex

1. Met with Kimberly Peacher on August 7th regarding the Range Air Installations Compatible Use Zone (RAICUZ) roll-out in the near future.

Project Management and Strategic Plan

1. I am working with the County Administrator to develop a strategic plan for my Department by identifying current projects and developing strategies, stakeholders, timelines, to ensure their successful completion.
2. Once we have developed a current plan of action, I would like to schedule a work session with the Commissioners to develop a guiding vision and develop realistic, long-range goals, for Community Development.



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
From: Stephanie Case, Interim Planning Director
Date: September 3, 2020
RE: Planning Update

For the month of August, the Planning Department accepted over 30 land use applications and had 2 actions in front of the Planning Commission, one of which has been continued to September 29, which will be heard along with 3 other new applications. The following represents current work and anticipated actions in the Planning Department:

Energy Development Activities:

Activity continues on the following energy facilities in Morrow County: Wheatridge, Orchard Wind, Shepherds Flat, Boardman-to-Hemingway, Columbia Solar, and the decommissioning of the coal-fire plant.

Housing:

The Planning Commission held the second work session for a 10-acre Residential Zone on August 25, 2020 and requested to continue discussion in work session format on October 27, 2020.

Code Enforcement:

We have seen an increase in Code Enforcement complaints and continue to facilitate the program coordinating with the Sheriff's Department.

Port of Morrow IAMP:

A virtual Open House will be held Wednesday, September 9 from 6:00 p.m. to 7:30 p.m. to share the current plan for the Interchange. Consultants for the project will present the proposed changes to the Plan, discuss how the current Plan will be amended, and be available to answer questions from the public.

Continued Operations:

We are working diligently to provide the best service to the public during the pandemic, handling much of the work over the phone and online, though appointments have increased over the last few weeks. We will continue to update the website for ease of services and public information, and still hope to soon have an interactive Zoning map with information available for clients to access while completing their applications.

Perhaps the most exciting news for the Planning Department is the recent announcement of the new Planning Director, Tamra Mabbott. Planning Staff look forward to Tamra's arrival as we have enjoyed working with her on past projects and she will bring a tremendous amount of knowledge and experience to Morrow County.

Going into the Fall...stay healthy and safe all!

A handwritten signature in cursive script that reads "Stephanie".

1. Environment

Oregon regulators fine two companies \$368K for illegally disposing of radioactive oilfield waste at a landfill in Arlington

Updated Sep 02, 10:00 AM; Posted Sep 02, 10:00 AM



A hydraulic fracturing, or fracking, rig (file photo).Gus Chan file photo | For cleveland.com

By Ted Sickinger| The Oregonian/OregonLive

Oregon regulators hit a landfill owner and waste hauler with \$368,000 in fines for [disposing of 2.5 million pounds](#) of radioactive Bakken oilfield waste from North Dakota at a landfill outside Arlington in violation of Oregon regulations.

The Oregon Department of Energy issued [a notice of violation](#) in February to Chemical Waste Management for accepting the waste, which was delivered by rail between 2016 and 2019.

Some of that drilling waste registered radium levels at 300 times the state's limits. On average, the waste registered radium at 140 picocuries per gram, according to state nuclear waste specialists. The state's maximum level for waste stored at Arlington is 5 picocuries.

The waste is known as TENORM – Technologically Enhanced Naturally Occurring Radioactive Materials. Radioactivity occurs naturally in the environment, but can be concentrated during natural gas and oil drilling.

The Department of Environmental Quality on Friday issued a \$60,000 fine to the landfill's owner, Chemical Waste Management, for illegally disposing of prohibited radioactive waste at the site.

It assessed another \$308,656 penalty to [Oilfield Waste Logistics](#), a company based in [Culbertson, Mont.](#), that touts on its website "We make compliance easy!"

Most of that penalty - \$303,856 - represents the estimated economic benefit the company gained by avoiding the additional disposal costs it would have incurred at a facility permitted to accept it.

Both companies have 20 days to appeal the fines.

Oregon regulators initially received a tip about the illegal dumping from a caller in North Dakota. They discovered the violation after checking data provided by the landfill as well as from the state of North Dakota.

Regulators said in February that Oilfield Waste Logistics "erroneously" cited Oregon rules and landfill operators referred to the wrong state standards for waste containing radium.

The Energy Department required Chemical Waste Management to complete a detailed risk assessment and corrective action plan, which were due to the agency Tuesday. They will be posted for a 60-day public comment period, and the agency plans to hold a public meeting to present its own analysis of the documents and accept public comments.

-- *Ted Sickinger*; tsickinger@oregonian.com; 503-221—8505; [@tedsickinger](https://twitter.com/tedsickinger)

From: Kathleen Huffman <Kathleen.Huffman@pgn.com>

Sent: Tuesday, September 1, 2020 12:53 PM

To: Melissa Lindsay

Cc: Don Russell; Jim Doherty

Subject: PGE Boardman Coal Plant WARN Notice

Dear Ms. Lindsay,

I work in the Human Resources department at Portland General Electric. As you are aware, the Boardman Coal Plant will be closing permanently in 2020. Attached please find the WARN notice that serves as formal notice that 22 employees will be laid off in November, 2020. Please let me know if you have any questions.

Sincerely,

Kathleen Huffman
PGE Human Resources Business Partner
Kathleen.Huffman@pgn.com
503-464-7367



Portland General Electric
121 SW Salmon Street · Portland, Ore. 97204

September 1, 2020

Melissa Lindsay
Commissioner and Chair, Morrow County
Morrow County Bartholomew Building
110 N. Court St.
Heppner, OR 97836

Dear Ms. Lindsay:

This letter serves as formal notice that Portland General Electric Company (PGE) is permanently closing the Boardman Coal Plant at 73334 Tower Rd., Boardman, OR 97818. The closing of plant will affect employee groups as noted in the attached addendum listing the job titles of affected employees and the number of affected employees in each job classification. The approximate number of employees affected in this layoff is 22. Employee separations will begin November 5, 2020. Some employees are represented by The International Brotherhood of Electrical Workers, Local 125 (IBEW Local 125), and bumping rights exist according to the Collective Bargaining Agreement and a Memorandum of Understanding dated March 25, 2015. The chief elected officer of IBEW Local 125 is Business Manager Travis Eri, whose address is 17200 NE Sacramento St, Portland, Oregon 97230.

If you have any questions, please contact Kathleen Huffman at our Portland Office, 503-464-7367, 121 SW Salmon Street, Portland, Oregon.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen Huffman". The signature is written in a cursive, flowing style.

Kathleen Huffman
Human Resources Business Partner

Attachment: List of affected job titles and classifications



Portland General Electric
121 SW Salmon Street · Portland, Ore. 97204

List of affected job titles and classifications

Job Titles	Number of affected employees in each job title
Chemistry Technician	1
Control Operator Fossil	2
Fuel Equipment Operator All Qualified	1
Manager Plant Maintenance	1
Office Administrator	1
Operator Fuel Equipment In Charge	1
Plant Equipment Operator	1
Plant Serviceman AA	1
Senior Instrument & Control Technician	2
Senior Planning & Scheduling Specialist	2
Staff Generation Engineering Support Specialist	1
Storeroom Toolroom	1
Supervisor Generation Engineering Support	1
Supervisor Inventory Control	1
Supervisor Plant Maintenance	1
Supervisor Plant Operations	4

Irrigon Boardman Emergency Assistance Center

290 NE Main

Irrigon, OR 97844

541-922-4563

List of ways we provide services for North Morrow County residents:

1. Provide groceries
2. Help clients with past due rent, utilities, and water bills
3. Help clients with various needs, i.e.; birth certificate, social security card
4. Share employment opportunities with clients
5. Share community resources i.e.; where to find help with shelter, transportation
6. Fill propane tanks for cooking and heating
7. Fill gas tanks for trips to appts

Average of 3 months: We currently serve 81 families and 250 individuals.