



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Sandi Pointer
Department: Public Works - General Maint.
Person Attending BOC Meeting (REQUIRED): Sandi Pointer
Phone Number (Ext): 541-989-9500
Requested Agenda Date: May 03, 2017

Short Title of Agenda Item: Contract for Roofing Repairs on three County buildings.

This Item Involves: (Check all that apply for this meeting.)
List of checkboxes for various meeting items: Order or Resolution, Ordinance/Public Hearing, Appointments, etc.

For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Contract is Drafted Through: Till completion - Goal June 30, 2017
Total Contract Amount: Est. \$37,875.00 Budget Line: 101121-540-4410, 101121-540-4412 And 101121-540-4425
Does the contract amount exceed \$5,000? [X] Yes [ ] No
If Yes, Attach Purchase Pre-Authorization Request if Applicable -


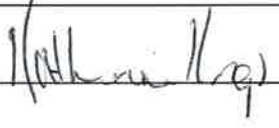
Note: All entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 3)

Reviewed By:

<u></u> DATE	Department Head	Required for all BOC meetings
_____ DATE	Admin. Officer/BOC Office	Required for all BOC meetings
_____ DATE	County Counsel	required for all legal documents
<u></u> 5/2/17 DATE	Finance Office	Required for all contracts; Other items as appropriate.
_____ DATE	Human Resources	If appropriate

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 3 of 3)

1. TITLE OF AGENDA ITEM: **AWARD ROOFING PROJECTS AND CONTRACT SIGNING**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**During the 2016/2017 Budget year a few line items had been presented for roof repairs and coating applied to the roofs of County owned buildings. In the Capital outlay lines are Museum Roof, Boardman Health Dept. and the Quonset Hut that houses the General Maintenance shop at the airport. These bids opened on Board of Commissioners meeting on April 19, 2017 and presented. Verification needed to be established and you will see the findings attached. Bid Tabulation sheet along with bids presented. Also will find purchase pre authorization attached to all this.**

3. OPTIONS:

4. FISCAL IMPACT:

**This is a good project for many years include anticipated economics or efficiencies to be realized by the County, Including reduction in personnel or actual cost.**

5. STAFF RECOMMENDATIONS:

**After careful verifications and phone calls to both proposers, Public Works recommends awarding the contract to Seth Moses Roofing and Restoration for all three projects that had been presented in the TOTAL amount of \$37,875.00**

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

**Award the proposal from Seth Mosses Roofing and Restoration for the three listed projects and sign and execute a contract to get the project started as time is crucial to have contract ready as this is 2016/2017 budget funds and work needs to be completed by June 30, 2017**

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |                                                                 |                                                             |
|-----------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |                                                             |

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2  
3 **This Contract** is between **Morrow** County, a political subdivision of the State of Oregon, hereafter called  
4 **County**, and Seth Moses Roofing and Restoration hereafter called **Contractor**. **County's** Contract  
5 Administrator for this contract is Burke O'Brien, Public Works Director.

6  
7 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been  
8 signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire when  
9 **County** accepts Contractor's completed performance. Expiration shall not extinguish or prejudice  
10 **County's** right to enforce this Contract with respect to any breach of a Contractor warranty; or any default  
11 or defect in Contractor performance that has not been cured.

12  
13 **2. Statement of Work.** Contractor agrees to perform the Work in accordance with the terms and conditions  
14 of this Contract. Contractor agrees to provide the following services:

- 15 a. Morrow County Library/Museum- Pressure wash entire roof, minor roof repairs to low spots, and prime  
16 and seal with elastomeric roof coating with a surface area of 8400 Sq Ft. Located at 444 N. Main St.,  
17 Heppner.
- 18 b. Airport General Maintenance Building- Pressure wash, prime and reseal with elastomeric roof coating.  
19 Quonset hut with a surface area of 5,000 Sq. Ft. 65820 Airport Rd., Lexington, OR.
- 20 c. Morrow County Health Department Building Boardman- Reroofing of the Morrow County Health Building  
21 located at 101 Boardman Ave., Boardman, OR. Remove existing roofing material and dispose. Install fully  
22 adhered 60 mil TPO (Thermoplastic olefin) membrane. Roof surface area is approximately 5100 Sq. Ft.

23  
24 **3. Consideration**

- 25 a. **County** agrees to pay Contractor the Total rate of \$ 37,875.00 for accomplishing the Work required by  
26 this Contract with the following agreed upon amounts:
  - 27 1. Morrow County Library/Museum: \$11,425
  - 28 2. Airport General Maintenance Building: \$6250
  - 29 3. Morrow County Health Department Building Boardman: \$20,200

30  
31 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached  
32 Exhibits are hereby incorporated by reference.

33  
34 **5. Independent Contractor; Responsibility for Taxes and Withholding**

- 35 a. Contractor shall perform required Work as an independent contractor. Although **County** reserves the  
36 right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate  
37 the quality of the completed performance, **County** cannot and will not control the means or manner of  
38 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of  
39 performing the Work.
- 40 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
41 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
42 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
43 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
44 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of **County**, as those  
45 terms is used in ORS 30.265.
- 46 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid  
47 to Contractor under this Contract and, unless Contractor is subject to backup withholding, **County** will not  
48 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax  
49 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
50 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a  
51 self-employed individual.

52  
53 **6. Subcontracts and Assignment; Successors and Assigns.**

- 54 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign  
55 or transfer any of its interest in this Contract, without **County's** prior written consent. In addition to any  
56 other provisions **County** may require, Contractor shall include in any permitted subcontract under this  
57 Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as  
58 if the subcontractor were the Contractor. **County's** consent to any subcontract shall not relieve Contractor  
59 of any of its duties or obligations under this Contract.
- 60 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto,  
61 and their respective successors and assigns, if any.

64 **7. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the  
65 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
66 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
67 unless such third persons are individually identified by name herein and expressly described as intended  
68 beneficiaries of the terms of this Contract.

69  
70 **8. Funds Available and Authorized**

71 a. Contractor shall not be compensated for work performed under this contract by any other County or  
72 department of the State of Oregon. County has sufficient funds currently available and authorized for  
73 expenditure to finance the costs of this Contract.

74 b. County will only pay for completed work that is accepted by COUNTY.

75  
76 **9. Representations and Warranties**

77 a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that (1)  
78 Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when  
79 executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance  
80 with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and  
81 in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term  
82 of this Contract be qualified, professionally competent, and duly license to perform the Work.

83 b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of,  
84 any other warranties provided.

85  
86 **10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work  
87 Product") are the exclusive property of County. County and Contractor intend that such Work Product be  
88 deemed "works made for hire" of which County shall be deemed the author. If for any reason the Work  
89 Product is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and  
90 interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade  
91 secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further  
92 documents and instruments as County may reasonably request in order to fully vest such right in County.  
93 Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of  
94 authorship or rights of approval, restriction or limitation on use or subsequent modifications.

95  
96 **11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and County,  
97 their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs  
98 and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor  
99 or its officers, employees, subcontractors, or agents under this Contract.

100  
101 **12. Insurance.** Contractor shall provide insurance as required by State law.

102  
103 **13. Termination**

104 a. **Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual  
105 written consent of the parties.

106 b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate this  
107 Contract, in whole or in part, upon thirty (30) days notice to Contractor.

108 **c. Remedies**

109 i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for  
110 the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted  
111 by County, less previous amounts paid and any claim(s) which State has against Contractor. If previous  
112 amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay  
113 any excess to County upon demand.

114 d. **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract,  
115 Contractor shall immediately cease all activities under this Contract, unless County expressly directs  
116 otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County  
117 all documents, information, works-in-progress and other property that are or would be deliverables had the  
118 Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all  
119 documents, research or objects or other tangible things needed to complete the Work.

120  
121  
122 **14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO**  
123 **SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL,**  
124 **CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES**  
125 **OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN**  
126 **ACCORDANCE WITH ITS TERMS.**

128 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
129 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
130 records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor  
131 acknowledges and agrees that **County** and the Oregon Secretary of State's Office and the federal government and  
132 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,  
133 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make  
134 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,  
135 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by  
136 applicable law, following final payment and termination of this Contract, or until the conclusion of any audit,  
137 controversy or litigation arising out of or related to this Contract, whichever date is later.

138  
139 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
140 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
141 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964;  
142 (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS  
143 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other  
144 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.  
145 **County's** performance under this Contract is conditioned upon Contractor's compliance with the provisions of  
146 ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

147  
148 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
149 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
150 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal  
151 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

152  
153 **18. Force Majeure.** Neither **County** nor Contractor shall be held responsible for delay or default caused by  
154 fire, riot, acts of God, or war where such cause was beyond, respectively, **County's** or Contractor's reasonable  
155 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
156 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
157 contract.

158  
159 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
160 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

161  
162 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

163  
164 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
165 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the  
166 same, postage prepaid, to Contractor or **County** at the address or number set forth on the signature page of this  
167 Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section  
168 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after  
169 mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the  
170 transmission is generated by the transmitting machine. To be effective against **County**, such facsimile  
171 transmission must be confirmed by telephone notice to **County's** Contract Administrator. Any  
172 communication or notice by personal delivery shall be deemed to be given when actually delivered.

173  
174 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
175 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
176 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as  
177 if the contract did not contain the particular term or provision held to be invalid.

178  
179 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
180 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
181 same counterpart. Each copy of the Contract so executed shall constitute an original.

182  
183 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
184 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR  
185 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be  
186 used for the administration of state, federal and local tax laws.

191 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
192 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
193 action, suit or proceeding (collectively, "Claim") between **County** (and/or any other **County** or department of the  
194 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely  
195 and exclusively within the Circuit Court of Morrow County for the State of Oregon; provided, however, if a  
196 Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within  
197 the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS  
198 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

199  
200 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the  
201 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not  
202 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract  
203 shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
204 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific  
205 instance and for the specific purpose given. The failure of **County** to enforce any provision of this Contract  
206 shall not constitute a waiver by **County** of that or any other provision.

207  
208 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
209 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
210 **BOUND BY ITS TERMS AND CONDITIONS.**

211 **CONTRACTOR DATA AND CERTIFICATION**

212  
213 **Name (tax filing): Seth Moses Roofing and Restoration**

214  
215 **Address:**

216  
217 **Citizenship, if applicable:** Non-resident alien  Yes  No

218  
219 **Business Designation (check one):**  
220  Corporation  Partnership  Limited Partnership  Limited Liability Company  
221  
222  Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_

223  
224 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

225  
226 Above payment information must be provided prior to contract approval. This information will be reported to  
227 the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for  
228 additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject  
229 contractor to 31 percent backup withholding.

230  
231 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of  
232 perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not  
233 subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not  
234 been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all  
235 interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup  
236 withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding  
237 Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon  
238 tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as  
239 defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

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**CONTRACTOR**  
**Seth Moses Roofing and Restoration**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

**COUNTY**  
**MORROW COUNTY BOARD OF COMMISSIONERS**

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**Melissa Lindsay, Chair**

\_\_\_\_\_  
**Don Russell, Commissioner**

\_\_\_\_\_  
**Jim Doherty, Commissioner**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Counsel**





# Purchase Pre-Authorization Request

Purchase pre-authorization is required prior to all purchases in excess of \$5,000.

DATE: May 5, 1994

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500

Department: Public Works (General Maint, ) Date: 04.20.2017

Purchase Amount: \$6,250.00 Budget Line: 101121-540-4412

Is the purchase a "public improvement?"  No  Yes, Address ORS 279C

Does the purchase amount exceed \$10,000?  No  Yes, See Page 2

Description:

This is the Elastomeric roof coating for the Quonset hut up at the Airport with a surface size of 5,000 Sq. ft. Located on 65820 Airport Rd., In Lexington. Opened bids for this proj. on April 19th and Seth Moses Roofing and Restoration won the lowest proposed bid for the project at \$6,250.00.

[Signature]  
Finance Director signature

[Signature]  
Department signature

\_\_\_\_\_  
Board of Commissioners

\_\_\_\_\_  
Date

Original or copies of signed contract should be sent to the following:

- Finance Department (Signed Original)  Department (Copy for file)
- BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1:

The other proposal came from Palmer Roofing in the amount of \$6,632.00

Quote/Proposal 2:

No third quote received after public notice  
per Sandra Pointer.

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]*

Staff Recommendation:

Public Works recommends going with the lowest proposed price for the project. Time is critical as this was a 2016/2017 budget request.

#1

*Seth Moses Roofing and Restoration  
P.O. Box 1163  
Heppner, OR 97836  
541-571-3997  
sethmosesroofing@hotmail.com  
www.sethmosesroofing.com  
CCB #190890*

---

**Proposal # 1 - Exhibit A:**

**Owner:** Morrow County

**Location:** County Shop building, Airport Lexington, OR

**Job Description:** Commercial Building, Foam roof with white coating.

**Scope of Work:** Pressure wash entire roof area. Install new coating to entire building.

**Cost**-----\$ 6,250.00

*Proposal includes all Labor and Material*

---

-----  
*Thank you,*

*Seth Moses*

*Any questions feel free to call - 541-571-3997*

*3/15/2017*

#1



P.O. Box 9  
Pendleton, OR 97801  
541.276.6529 Fax 541.276.5578  
[or@palmerroofing.net](mailto:or@palmerroofing.net)

OR. Lic. # 72077 - WA. Lic. # PALMERC941D7 - ID. Lic. # RCE-29619

February 21, 2017

Morrow County  
ATTN: Tony Clement  
P.O. Box 788  
Heppner, OR 97836  
541-256-0286  
[aclement@co.morrow.or.us](mailto:aclement@co.morrow.or.us)



### Proposal Two

We hereby submit specifications and estimates to: Re-coat Quansit Hut @ Lexington Airport.

- 1.) Clean and Prep area.
- 2.) Install primers and coatings.
- 3.) Clean area and haul away all roofing debris.

**\*\*Please Note There is NO Warranty Given or Implied\*\***

insert "X" on selected product line	ROOF REPAIRS	Investment
	Repairs as listed above	\$6,632.00

Payable as follows: 1/2 down & 1/2 upon completion

We welcome Visa & Master Card with a 3% surcharge. Initial Here \_\_\_\_\_

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The purpose of this proposal is to formalize an agreement between the person whose name appears above and Palmer Roofing. In the event that payment is not made as stated, a 1.5% finance charge per month will be added to the remaining balance. In the event that this agreement shall be default and placed with an attorney for collection, the owner agrees to pay all attorney fees and cost of collection. If this agreement is acceptable, sign, date and return. Upon receipt of signed contract we will initiate the work as soon as possible. Palmer Roofing does not have the equipment necessary to reposition any kind of satellite dish and will not be responsible for repositioning costs.

**Note: This proposal may be withdrawn if not accepted within 30 days.**

Authorized Signature: \_\_\_\_\_

  
Shawn Wilson

Date: February 21, 2017

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for the opportunity to serve your roofing needs.





# Purchase Pre-Authorization Request

**Purchase pre-authorization is required prior to all purchases in excess of \$5,000.**

DATE: May 5, 1994

RE: Purchasing Policy

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Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500

Department: Public Works (General Maint, ) Date: 04.20.2017

Purchase Amount: \$11,425.00 Budget Line: 101121-540-4410

Is the purchase a "public improvement?"  No  Yes, Address ORS 279C

Does the purchase amount exceed \$10,000?  No  Yes, See Page 2

**Description:**

This is for Minor roof repair to low spots, and prime and seal with elastomeric roof coating at the Morrow County Museum Building with a surface area of 8400 sq.ft. located at ~~103 E. May St.~~ 444 N. Main St., Heppner.

Bids where requested and opened on April 19th and Seth Moses Roofing and restoration came in with the lower bid of the two received with \$11,425.00 being the amount to do the project.

[Signature]  
Finance Director signature

[Signature]  
Department signature

\_\_\_\_\_  
Board of Commissioners

\_\_\_\_\_  
Date

Original or copies of signed contract should be sent to the following:

Finance Department (Signed Original)  Department (Copy for file)

BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1:

The other proposal came from Palmer Roofing in the amount of \$11,874.00

Quote/Proposal 2:

No third quote received after public notice  
per Sandi Pointer.

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]*

Staff Recommendation:

Public Works recommends going with the lowest proposed price for the project. Time is critical as this was a 2016/2017 budget request.

#2

*Seth Moses Roofing and Restoration  
P.O. Box 1163  
Heppner, OR 97836  
541-571-3997  
sethmosesroofing@hotmail.com  
www.sethmosesroofing.com  
CCB #190890*

---

**Proposal # 1 - Exhibit A:**

**Owner:** Morrow County

**Location:** Library Main St. Heppner, OR

**Job Description:** Commercial Building, Foam roof with white coating.

**Scope of Work:** Pressure wash entire roof area. Build up low areas.  
Install new coating to entire building.

**Cost**-----\$ 11,425.00

*Proposal includes all Labor and Material*

---

*Thank you,*

*Seth Moses*

*Any questions feel free to call - 541-571-3997*

*3/15/2017*

#2



P.O. Box 9  
Pendleton, OR 97801  
541.276.6529 Fax 541.276.5578  
[or@palmerroofing.net](mailto:or@palmerroofing.net)

OR. Lic. # 72077 - WA. Lic. # PALMERC941D7 - ID. Lic. # RCE-28619

February 21, 2017

Morrow County  
ATTN: Tony Clement  
P.O. Box 788  
Heppner, OR 97836  
541-256-0286  
[tclement@co.morrow.or.us](mailto:tclement@co.morrow.or.us)



### Proposal One

We hereby submit specifications and estimates to: Re-coat the roof of the Library in Heppner.

- 1.) Clean and Prep area.
- 2.) Install primers and coatings.
- 3.) Clean area and haul away all roofing debris.

**\*\*Please Note There is NO Warranty Given or Implied\*\***

Insert "X" on selected product line	ROOF REPAIRS	Investment
	Repairs as listed above	\$11,874.00

Payable as follows: 1/2 down & 1/2 upon completion

We welcome Visa & Master Card with a 3% surcharge. Initial Here \_\_\_\_\_

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The purpose of this proposal is to formalize an agreement between the person whose name appears above and Palmer Roofing. In the event that payment is not made as stated, a 1.5% finance charge per month will be added to the remaining balance. In the event that this agreement shall be default and placed with an attorney for collection, the owner agrees to pay all attorney fees and cost of collection. If this agreement is acceptable, sign, date and return. Upon receipt of signed contract we will initiate the work as soon as possible. Palmer Roofing does not have the equipment necessary to reposition any kind of satellite dish and will not be responsible for repositioning costs.

**Note: This proposal may be withdrawn if not accepted within 30 days.**

Authorized Signature:

  
Shawn Wilson

Date: February 21, 2017

Signature:

\_\_\_\_\_  
Thank you for the opportunity to serve your roofing needs.

Date: \_\_\_\_\_







# Purchase Pre-Authorization Request

**Purchase pre-authorization is required prior to all purchases in excess of \$5,000.**

DATE: May 5, 1994

RE: Purchasing Policy

It shall be the policy of Morrow County to require the Finance Director to sign-off on all major purchases. Examples of major purchases may include trips and conferences, lease agreements, or equipment and should include all capital outlay purchases.

Normal operating supplies such as paper, even in large quantities, would not require a sign off. This is particularly important for purchases not anticipated at the time of budget, such as a piece of equipment that breaks down.

The purchasing sign-off should take place before the request comes to the County Court for pre- approval. This allows the County Court to be aware of the expenditure before the obligation is incurred and to be assured that there are adequate funds to cover the request.

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500

Department: Public Works (General Maint, ) Date: 04.20.2017

Purchase Amount: \$20,200.00 Budget Line: 101121-540-4412


Is the purchase a "public improvement?"  No  Yes, Address ORS 279C


Does the purchase amount exceed \$10,000?  No  Yes, See Page 2

**Description:**

This is for re-roofing of the Morrow County Health Building located at 101 Boardman, AVe. Boardman. The Roof surface area is approximately 5100 Sq ft. Re-roofing is equivalent to adhered 60 mil TPO (thermoplastic olefin) Membrane roofing.

Bids where requested and opened on April 19th and Seth Moses Roofing and restoration came in with the lower bid of the two received with \$20,200.00 being the amount to do the project.

  
Finance Director signature

  
Department signature

\_\_\_\_\_  
Board of Commissioners

\_\_\_\_\_  
Date

Original or copies of signed contract should be sent to the following:

- Finance Department (Signed Original)  Department (Copy for file)
- BOC Office (Copy for file)

**Purchase Pre-Authorization Request - Addendum for Intermediate Procurements  
Purchases in Excess of \$10,000 but less than \$150,000**

Note: The County may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section. Purchases in excess of \$150,000 require a formally solicited Request for Proposals.

**Requirements of ORS 279B.070:**

*(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals. [ORS 279B.070(3)]*

Quote/Proposal 1:

The other proposal came from Palmer Roofing in the amount of \$25,826.00

Quote/Proposal 2:

No third quote received after public notice per Sanni Pointer.

Quote/Proposal 3:

\*Attach documentation as needed

*(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [ORS 279B.070(3)]*

Staff Recommendation:

Public Works recommends going with the lowest proposed price for the project. Time is critical as this was a 2016/2017 budget request.

#3

Seth Moses Roofing and Restoration  
P.O. Box 1163  
Heppner, OR 97836  
541-571-3997  
sethmosesroofing@hotmail.com  
www.sethmosesroofing.com  
CCB #190890

---

**Proposal # 1 - Exhibit A:**

**Owner:** Morrow County

**Location:** 101 Boardman Ave. Boardman, OR

**Job Description:** Commercial Building , 2 layers roofing, 1st layer shingles, 2nd layer is metal. Rear of building has PVC membrane roofing material

**Scope of Work:** Remove existing roofing material, dispose. Instal 60mil TPO roofing material to entire building.

**Cost**-----\$ 20,200.00

*Proposal includes all Labor and Material\**

*Ten Year Workmanship Warranty Included*

*Plywood is extra @ \$25 per sheet installed. Only if necessary*

---

*Thank you,*

*Seth Moses*

*Any questions feel free to call - 541-571-3997*

*3/15/2017*

4/20/17

Called Seth 541 571 3997 - Verified  
Warranty -

15 Year Workmanship Warr. 20 Year

Membrane itself comes w/ 20 year Warr.

#3



P.O. Box 9  
Pendleton, OR 97801

541.276.6529 Fax 541.276.5578

OR. Lic. # 72077 - WA. Lic. # PALMERC941D7 - ID. Lic. # RCE-28619

April 7, 2017

Morrow County  
ATTN: Tony Clement  
365 W. HWY 74, PO Box 428  
Lexington, OR 97839  
541-240-1791

4/20/17  
Called verified w/ Mr Wilson - Workmanship of Membrane. 15 Year 25,826.00



### Proposal

We hereby submit specifications and estimates to: Re-roof the Public Health Building @ 101 Boardman Ave, Boardman, Oregon 978818

- 1.) Provide Palmer Roofing Ten Year Workmanship Warranty & Manufacturers Material Warranty.
- 2.) Remove existing roofing, clean area, and haul away all debris.
- 3.) Any structural repairs deemed necessary by building code and manufacturer warranty standards to be done and billed at \$70 a man hour plus materials.
- 4.) Install Dens Deck cover board (class 'A' fire rated).
- 5.) Install TPO single ply membrane roof system of owner's choice, per manufacturer's specifications.
- 6.) Install custom manufactured pre-painted edge metal, cap metal, wall metal, pipe, vent and unit flashings.
- 7.) Properly flash all roof penetrations (chimneys, skylights, pipes, hvac, & vents).

Insert "X" on selected product line	ROOF SYSTEM	Warranty	INVESTMENT
	.080 TPO roof system	25 year roof system	\$33,255.00
	.060 TPO roof system	20 year roof system	\$27,337.00
	.045 TPO roof system	15 year roof system	\$25,826.00

Payable as follows: 1/2 down 1/2 upon completion

We welcome Visa & Master Card with a 3% surcharge. Initial Here \_\_\_\_\_

All work to be completed in a workmanlike manner according to standard practices. Any altercation or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The purpose of this proposal is to formalize an agreement between the person whose name appears above and Palmer Roofing. In the event that payment is not made as stated, a 1.5% finance charge per month will be added to the remaining balance. In the event that this agreement shall be default and placed with an attorney for collection, the owner agrees to pay all attorney fees and cost of collection. If this agreement is acceptable, sign, date and return. Upon receipt of signed contract we will initiate the work as soon as possible. Palmer Roofing does not have the equipment necessary to reposition any kind of satellite dish and will not be responsible for repositioning costs.

Note: This proposal may be withdrawn if not accepted within 30 days.

Authorized Signature:

  
Shawn Wilson

Date: April 7, 2017

Signature:

\_\_\_\_\_  
Thank you for the opportunity to serve your roofing needs.

Date: \_\_\_\_\_





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 3)

Item #

This document must be completed for each agenda item submitted for consideration by the Board of Commissioners.

Staff Contact: Sandi Pointer Phone Number (Ext): 541-989-9500
Department: Public Works - Road Dept. Requested Agenda Date: May 03, 2017
Person Attending BOC Meeting (REQUIRED): Sandi Pointer

Short Title of Agenda Item:

Award and Sign of Trucking Contract for Public Works - Road Dept.

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
Discussion Only
Discussion & Action
Estimated Time:
Department Report
Other:

N/A For Contracts and Agreements Only
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No
If Yes, Attach Purchase Pre-Authorization Request if Applicable Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office 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 entities must sign documents before they are presented to the Board of Commissioners. Original documents are preferred. Agenda requests, including this completed form and supporting documents, must be received by the Board's office by Noon on the Friday prior to the Board of Commissioners Wednesday meeting. County Counsel and Finance review is required for all contracts.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 3)

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1. TITLE OF AGENDA ITEM: **Contract with Trucking Contractor**

2. ISSUES, BACKGROUND, AND DISCUSSION:

**Advertised with a Request for Qualification for a three (3) year contract that will allow the proposer to provide with hauling, trucking services when the need arises. If deadline to get a project pave road**

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 3 of 3)

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repaired and need gravel, this will allow someone else to call upon if needing the additional equipment. Line item that funds this is the Contract Tuck and Equipment line 202220-520-3119.

3. OPTIONS:

4. FISCAL IMPACT:

Costs and revenues are difficult to assign, particularly the secondary impacts of a project. This contract will allow the Road Dept. to use available funds for certain projects when the need arises. Large projects that exhaust the county forces gives us the option to add extra when needed.

5. STAFF RECOMMENDATIONS:

Morrow County Public Works Road Dept. Recommend signing and approving the contract with Andy Ashbeck Trucking LLC for a three year term. Set costs will be in an exhibit in the contract.

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

On behalf of Morrow County Public Works we would like to recommend awarding the General Trucking Contract to Andy Ashbeck Trucking LLC for the three year term.

- Attach additional background documentation as needed.

Routing: Original or copies of signed contract or document should be sent to the following:

- |                                                                 |                                                             |
|-----------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Clerk (Original for recording)         | <input type="checkbox"/> Finance Department (Copy for file) |
| <input type="checkbox"/> Board of Commissioners (Copy for file) | <input type="checkbox"/> Department – For distribution      |
| <input type="checkbox"/> Other _____                            |                                                             |

1 MORROW COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

2  
3 **This Contract** is between **Morrow County**, a political subdivision of the State of Oregon, hereafter called  
4 **County**, and Andy Ashbeck Trucking LLC, hereafter called **Contractor**. **County's** Contract Administrator  
5 for this contract is Burke O'Brien, Public Works Director.

6  
7 **1. Effective Date and Duration.** This contract shall become effective on the date this Contract has been  
8 signed by every party hereto. Unless earlier terminated or extended, this Contract shall expire three years  
9 from execution of this agreement. Expiration shall not extinguish or prejudice **County's** right to enforce  
10 this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor  
11 performance that has not been cured.

12  
13 **2. Statement of Work.** This contract is for trucking services. The statement of work (the "Work") including  
14 the delivery schedule for the Work will be agreed upon on a project by project basis. Contractor agrees to  
15 adhere to all State and Federal rules, regulations, and laws pertaining to any particular project, including,  
16 but not limited to, BOLI. Contractor further agrees to perform the Work in accordance with the terms and  
17 conditions of this Contract.

18  
19 **3. Consideration**

20 a. **County** agrees to pay Contractor the hourly rates as set forth in Contractor's Fee Schedule, herein  
21 attached as Exhibit A, for accomplishing the Work required by the various Scopes of Work generated  
22 under this Contract. The maximum, not-to-exceed compensation payable to Contractor under this Contract  
23 shall be determined on a project by project basis and included in the Scopes of Work to be developed on a  
24 project by project basis. Contractor and County agree a written Scope of Work will be approved and  
25 signed by County and Contractor prior to start of each project for work required under this Contract.

26  
27 **4. Contract Documents.** This contract consists of this Contract with all attached exhibits. All attached  
28 Exhibits are hereby incorporated by reference.

29  
30 **5. Independent Contractor; Responsibility for Taxes and Withholding**

31 a. Contractor shall perform required Work as an independent contractor. Although **County** reserves the  
32 right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate  
33 the quality of the completed performance, **County** cannot and will not control the means or manner of  
34 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of  
35 performing the Work.

36 b. If Contractor is currently performing work for County, the State of Oregon or the Federal Government,  
37 Contractor by signature to this Contract declares and certifies that: Contractor's work to be performed  
38 under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no  
39 rules or regulations of Contractor's employing entity (county, state or federal) would prohibit Contractor's  
40 activities under this Contract. Contractor is not an "officer", "employee", or "agent" of **County**, as those  
41 terms is used in ORS 30.265.

42 c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid  
43 to Contractor under this Contract and, unless Contractor is subject to backup withholding, **County** will not  
44 withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax  
45 obligations. Contractor is not eligible for any Social Security, unemployment insurance or workers'  
46 compensation benefits from compensation or payments paid to Contractor under this Contract, except as a  
47 self-employed individual.

48  
49 **6. Subcontracts and Assignment; Successors and Assigns.**

50 a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign  
51 or transfer any of its interest in this Contract, without **County's** prior written consent. In addition to any  
52 other provisions **County** may require, Contractor shall include in any permitted subcontract under this  
53 Contract a requirement that the subcontractor be bound by sections 6, 10, 11, 15, and 17 of this Contract as  
54 if the subcontractor were the Contractor. **County's** consent to any subcontract shall not relieve Contractor  
55 of any of its duties or obligations under this Contract.

56 b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto,  
57 and their respective successors and assigns, if any.

58  
59 **7. No Third Party Beneficiaries.** **County** and Contractor are the only parties to this Contract and are the  
60 only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be  
61 construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons  
62 unless such third persons are individually identified by name herein and expressly described as intended  
63 beneficiaries of the terms of this Contract.



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**8. Funds Available and Authorized**

- a. Contractor shall not be compensated for work performed under this contract by any other **County** or department of the State of Oregon. **County** has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract.
- b. **County** will only pay for completed work that is accepted by **County**.

**9. Representations and Warranties**

- a. **Contractor’s Representations and Warranties.** Contractor represents and warrants to **County** that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly license to perform the Work.
- b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10. Ownership of Work Product.** All Work product of Contractor that results from this Contract ("the Work Product") are the exclusive property of **County**. **County** and Contractor intend that such Work Product be deemed "works made for hire" of which **County** shall be deemed the author. If for any reason the Work Product is not deemed "works made for hire", Contractor hereby irrevocably assigns all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as **County** may reasonably request in order to fully vest such right in **County**. Contractor forever waives any and all rights under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**11. Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the **County**, their officers, employees, agents, from and against all claims, suits, or actions, losses, damages, liabilities costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

**12. Insurance.** Contractor shall provide insurance as required by State law and provide proof of said insurance to the Morrow County Public Works Department on an annual basis.

**13. Termination.**

- a. **Parties Right to Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
- b. **County’s Right to Terminate for Convenience.** **County** may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days notice to Contractor.
- c. **Remedies**
  - i) In the event of termination pursuant to Sections 13a. or 13b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by **County**, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to **County** upon demand.

**d. Contractor’s Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless **County** expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to **County** all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon **County** request, Contractor shall surrender to anyone **County** designates, all documents, research or objects or other tangible things needed to complete the Work.

**14. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

126 **15. Records Maintenance; Access.** Contractor shall maintain all fiscal records relating to this Contract in  
127 accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other  
128 records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor  
129 acknowledges and agrees that **County** and the Oregon Secretary of State's Office and the federal government and  
130 their duly authorized representatives shall have access to such fiscal records and other books, documents, papers,  
131 plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make  
132 excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents,  
133 papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by  
134 applicable law, following final payment and termination of this Contract, or until the conclusion of any audit,  
135 controversy or litigation arising out of or related to this Contract, whichever date is later.

136  
137 **16. Compliance with Applicable Law.** Contractor shall comply with all federal, state and local laws,  
138 regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the  
139 generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964;  
140 (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS  
141 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other  
142 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.  
143 **County's** performance under this Contract is conditioned upon Contractor's compliance with the provisions of  
144 ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

145  
146 **17. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon,  
147 Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation  
148 Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal  
149 capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

150  
151 **18. Force Majeure.** Neither **County** nor Contractor shall be held responsible for delay or default caused by  
152 fire, riot, acts of God, or war where such cause was beyond, respectively, **County's** or Contractor's reasonable  
153 control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or  
154 default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this  
155 contract.

156  
157 **19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for  
158 the rights and obligations set forth in Sections 1, 9, 10, 11, 13, 14, 15, 19, and 25.

159  
160 **20. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

161  
162 **21. Notice.** Except as otherwise expressly provided in this Contract, any communication between the parties  
163 hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the  
164 same, postage prepaid, to Contractor or **County** at the address or number set forth on the signature page of this  
165 Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section  
166 21. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after  
167 mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the  
168 transmission is generated by the transmitting machine. To be effective against **County**, such facsimile  
169 transmission must be confirmed by telephone notice to **County's** Contract Administrator. Any  
170 communication or notice by personal delivery shall be deemed to be given when actually delivered.

171  
172 **22. Severability.** The parties agree that if any term or provision of this contract is declared by a court of  
173 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
174 provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as  
175 if the contract did not contain the particular term or provision held to be invalid.

176  
177 **23. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together  
178 shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the  
179 same counterpart. Each copy of the Contract so executed shall constitute an original.

180  
181 **24. Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security number  
182 unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR  
183 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be  
184 used for the administration of state, federal and local tax laws.

185  
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187

188 **25. Governing Law, Venue, Consent to Jurisdiction.** This Contract shall be governed by and construed in  
189 accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,  
190 action, suit or proceeding (collectively, "Claim") between **County** (and/or any other **County** or department of the  
191 State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely  
192 and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim  
193 must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the  
194 United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS**  
195 **CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

196  
197 **26. Merger.** This contract and attached exhibits constitute the entire agreement between the parties on the  
198 subject matter hereof. There are no understandings, agreements, or representations, oral or written, not  
199 specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract  
200 shall bind either party unless in writing and signed by both parties and all necessary State approvals have been  
201 obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific  
202 instance and for the specific purpose given. The failure of **County** to enforce any provision of this Contract  
203 shall not constitute a waiver by **County** of that or any other provision.

204  
205 **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT**  
206 **CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE**  
207 **BOUND BY ITS TERMS AND CONDITIONS.**

208 **CONTRACTOR DATA AND CERTIFICATION**

209 **Name (tax filing):** Andy Ashbeck Trucking LLC  
210 **69425 Little Butter Creek Road, Echo, OR 97826**  
211 **Citizenship**, if applicable: Non-resident alien  Yes  No  
212 **Business Designation** (check one):  
213  Corporation  Partnership  Limited Partnership  Limited Liability Company  
214  
215  Limited Liability Partnership  Sole Proprietorship  Other \_\_\_\_\_  
216 |  
217 **Federal Tax ID#:** \_\_\_\_\_ **or SSN#:** \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

218  
219 Above payment information must be provided prior to contract approval. This information will be reported to  
220 the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for  
221 additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject  
222 contractor to 31 percent backup withholding.

223  
224 **Certification:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of  
225 perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not  
226 subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not  
227 been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all  
228 interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup  
229 withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding  
230 Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon  
231 tax laws (including, without limitation, those listed in Exhibit B); (d) Contractor is an independent contractor as  
232 defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

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251 **CONTRACTOR**  
252 **ANDY ASHBECK TRUCKING LLC**

253  
254  
255  
256 By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

257  
258 Facsimile number: \_\_\_\_\_ Phone number: \_\_\_\_\_

260  
261 **COUNTY**  
262 **MORROW COUNTY BOARD OF COMMISSIONERS**

263 **Date:** \_\_\_\_\_

264 **ATTEST:**

265  
266  
267 \_\_\_\_\_  
268 **County Clerk**

269 \_\_\_\_\_  
270 **Melissa Lindsay, Commissioner**

271 \_\_\_\_\_  
272 **Don Russell, Commissioner**

273 \_\_\_\_\_  
274 **Jim Doherty, Commissioner**

275  
276 **APPROVED AS TO FORM:**

277  
278  
279  
280 \_\_\_\_\_  
281 **County Counsel**

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Exhibit A

Dump Truck	\$85.00 Per hour
Truck and Pup	\$95.00 Per Hour
Belly Dump	\$95.00 Per Hour
Lowboy	\$110.00 Per Hour
Tilt Deck	\$90.00 Per Hour

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