

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
Wednesday, March 27, 2019 at 9:00 a.m.
Bartholomew Building Upper Conference Room
110 N. Court St., Heppner, Oregon

- 1. Call to Order and Pledge of Allegiance - 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
 - a. Accounts Payable dated March 28th
 - b. Oregon Health Authority Agreement #154124, Amendment 9
 - c. Application Numbers OOA & OOC to Build on Right-of-Way (Bombing Range Road) by Columbia Improvement District
- 5. Public Hearing:** Miller/Haguewood Aggregate – Request to add a locally significant aggregate site to the Morrow County Inventory of Natural Resources, Aggregate & Mineral Resources
- 6. Business Items**
 - a. Request for Proposals, Irrigon Building Project Owner’s Representative (Darrell Green, Administrator)
 - b. Bartholomew Building Lower Level Remodel Request for Proposals, Authorization to Advertise (Darrell Green)
 - c. Update – Status of Reclassification Requests (Karmen Carlson, Human Resources Director)
 - d. Public Works Budget Transfer Resolution No. R-2019-7 (Kate Knop, Finance Director)
 - e. ~~Laurel Lane & Wilson Lane Improvements (Matt Scrivner, Public Works Director)~~ **POSTPONE**
 - f. Federal Lands Access Program Project Memorandum of Agreement, Surface Improvements - East of Morphine Lane (Matt Scrivner)
- 7. Department Reports**
 - a. Road Department Monthly Report (Matt Scrivner)
- 8. Correspondence**
- 9. Commissioner Reports**
- 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, Administrator at (541) 676-2529.

Return to:
MORROW COUNTY PUBLIC WORKS
 365 West Highway 74
 P.O. Box 428
 Lexington, Oregon 97839
 Phone: (541) 989-9500

APPLICATION #: 00A

COUNTY ROAD #: 490

ROAD NAME: Bombing Range Rd.

Applicant Mailing Address
 Columbia Improvement District
 Name (Business Name, Attn: Name)
 501 Columbia Avenue N.E.
 Mailing Address (Street/Post Office Box)
 Boardman, Oregon 97818
 City, State, Zip Code
 541-481-9454
 Phone Number

APPLICATION FEE:
 (CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)

PAYMENT RECEIVED:
03-11-2019- 10 - [Signature]
 (Date Payment Received - Amount Received - Initials)

**APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
 (Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)**

Please fill out this form completely in ink (Blue or Black) or type.

We, Columbia Improvement District 501 Columbia Avenue N.E., Boardman, Oregon 97818
 (Name - Individual/Business) (Physical Address) (Work Order Number)

hereby request permission either to locate within County Road right of way or cross

Morrow County road Bombing Range Road at 0.01 miles from nearest
 (Name of County Road) (Miles)

intersection with road Wilson Lane S.E. 13 T04N R25E
 (Name of County Road) (Section) (Township) (Range)

E.W.M. with a Irrigation Water Line of 72-inch, Center Line N/A distance
 (Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)

from R/W line 5-foot top of pipe depth of line or pipe, N/A X side of road.
 (Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 [Signature] Page 2 [Signature]
 (Initial) (Initial)

Additional Terms and Conditions to be noted here.

This permit is for an irrigation water line crossing nearly 45-degree angle to the centerline of Bombing Range Road, 0.01 mile north of Wilson Lane S.E. Please see attachments for details. Casing material will be 78" diameter, 1" wall, 42,000 psi welded steel. A permit extension is requested, construction schedule is currently unknown.

When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: [Signature] DATE: 3/1/19
 (Signature of Authorized Permittee) (Date Signed)

State of Morrow Oregon
 County of Morrow

This instrument was acknowledged before me on March 1, 20 19
 by Alma Finna
 Notary Public - State of Oregon



Denied permit application may be appealed to the Morrow County Board of Commissioners

RECOMMENDED BY: _____ DATE: _____
 (Assistant Road Master) (Date Signed)

APPROVED BY: _____ DATE: _____
 (Public Works Director) (Date Signed)

ATTEST: _____
 (Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
2. Two (2) sets of plans for approval by the Director of Public Works or their representative will be submitted with request for permit.
3. Upon granting of this permit the applicant hereby agrees to install necessary installations in the following manner:

ROAD CROSSING:

Unless written permission is first obtained from the Director to open cut; pipeline or conduit which crosses under the surfaced portion of the road shall either be tunneled, jacked, driven, or placed in a hole bored under the surface for that purpose with following provisions:

- A. All installations will be a minimum of four (4) feet from the surface of the road to top on installation.
- B. Trenching in connection with any of these methods shall be no nearer top of the fill slope in fill sections or the point where the outer edges of the surfacing meets the subgrade in other sections, than two (2) feet.
- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
- D. The backfilling around the installed pipe or conduit of all trenches and tunnels must be accomplished immediately after the facility authorized by the permit has been placed therein and must be well tamped with mechanical tampers or other approved devices so as to allow the least possible amount of subsequent settlement.
 1. All trenches will be backfilled and mechanically tamped to a depth of two (2) feet below surface of road. The remaining depth will be backfilled with $\frac{3}{4}$ " - 0" rock tamped in six (6) inch layers to a depth of three (3) inches below road surface. Remaining depth to be filled with blacktop properly installed.
 2. Where original surface was crushed rock or gravel, wearing surface and foundation either 1" - 0" or $\frac{3}{4}$ " - 0" aggregate placed to a total compacted thickness of four (4) inches or the thickness of the removed stone base and wearing surface, whichever is greater.
- E. Special Consideration - Pipelines
 1. The minimum depth to the top of the pipe forty-eight (48) inches from the ground line or top of wearing surface and thirty (30) inches from bottom of the road drainage ditch line is required and these distances should be increased when warranted by conditions such as possible increases in ditch depths from scouring or road maintenance, clearance of existing drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or other utilities, code requirements, ect. All pipelines shall be located under drainage structures or under drainage ways, unless authorized otherwise in special provisions, except those pipelines may be attached to bridges at locations specified by the Director.
 2. Where a buried crossing is sought, to expedite insertion, removal or replacement of carrier pipes, or protect carrier pipes from external pads or shock, and carry leaking fluids or gases away from the roadway. It is required to place pressure pipelines crossing or paralleling County roads in conduit or casing pipe. Exceptions may be made for coated and/or cathodic protected steel pipe placed by the trenching method, ductile iron pipe and other durable type pipe having a long term life expectancy, leak proof joints and capable of withstanding the external loads applied through the use of the roadways. Coated pipe placed by the boring or jacking method should be placed in a casing pipe unless the coating is of a type resistant to abrasions.

ADJACENT TO ROADWAY:

- A. All installations shall be buried at a depth of four (4) feet from top of the roadway to top of installation. Said installation shall be outside the traveled surface.
- B. If said installation is installed in shoulder of road, backfill will be suitable to Director of Public Works or his representative. Backfill will be mechanically tamped to a depth of one (1) foot below surface of road and remaining depth to be $\frac{3}{4}$ " - 0" rock.

TRAFFIC

- A. Applicant must maintain and protect the movement of traffic at all times.
- B. In trenching across the County road, no more than one half of the traveled way is to be opened at one time. The opened half shall be completely backfilled before opening the other half, or provision for a bypass or "shoofly" road must be made.
- C. Closure of intersecting streets, road approaches, or other access points will not be permitted. Upon trenching across such facilities, steel-running plates, planks or other satisfactory methods shall be used to provide for traffic to enter or leave the highway or adjacent property.

INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
- B. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit that result in hazards to the traveling public will be either replaced or repaired immediately or adequately barricaded and signed to warn the public that a hazard exists.
- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
- E. The repair or maintenance of said installation shall be the responsibility of the applicant at all times. The applicant will complete any necessary repairs not more than forty-eight (48) hours after notification by Department of Public Works.

REMOVEAL, RELOCATION AND REPAIR

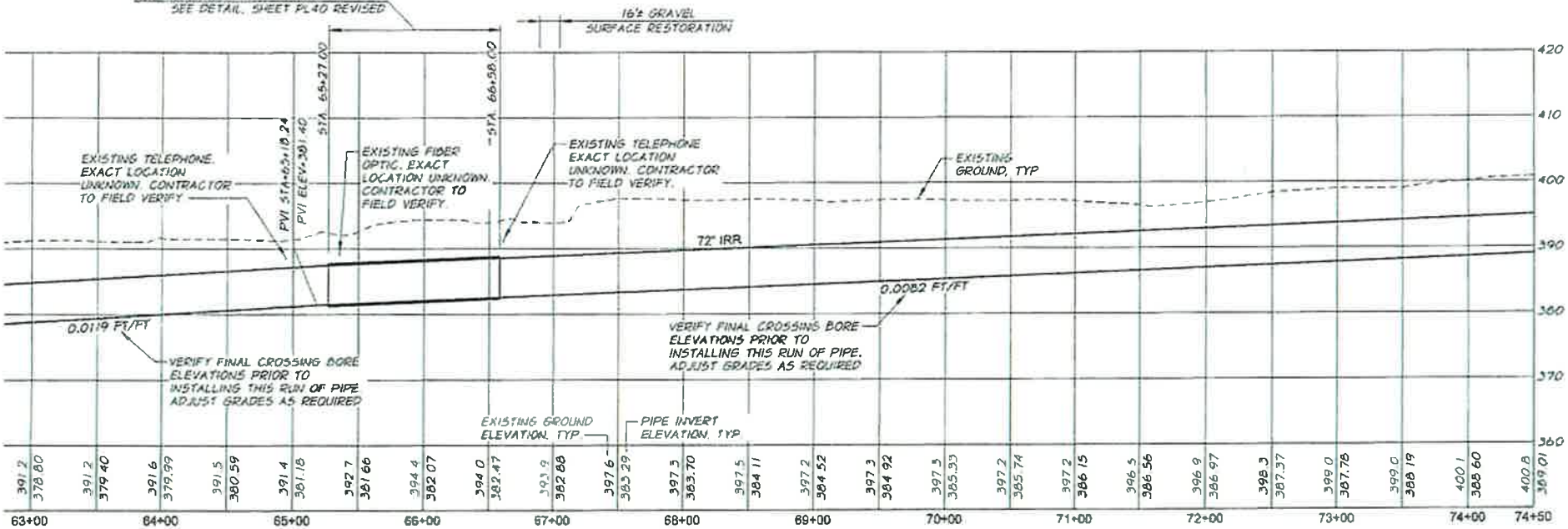
The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

Upon receiving written notice from the Board to remove, relocate or repair the said poleline, buried cable or pipeline, the applicant shall within the thirty (30) days make arrangements for removal, relocation or repair of same, at his sole cost, in accordance's with said written notice.

If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.



BONDING RANGE ROAD CROSSING BORE
SEE DETAIL, SHEET PL40 REVISED



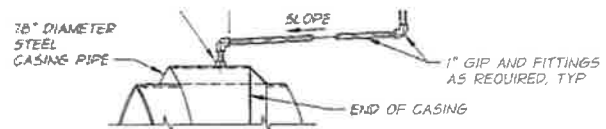
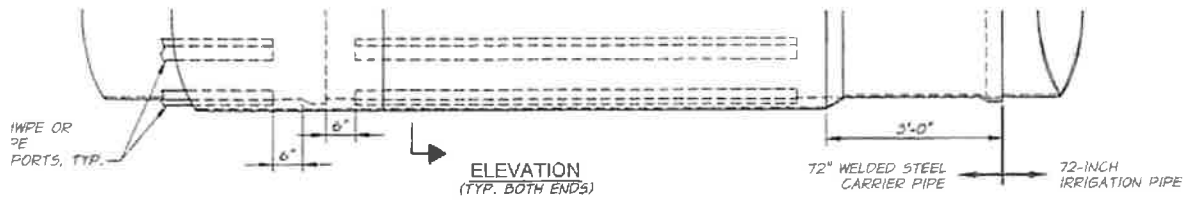
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BY	DM
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NO	

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 FILE NAME 47-03-060C-114_PNP-ADD1.dwg
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anderson
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 & associates, inc.
 engineering surveying architectural

COLUMBIA IMPROVEMENT DISTRICT
 IRRIGATION SYSTEM IMPROVEMENTS
 BPS NO. 1 TO BPS NO. 2 - PLAN AND PROFILE
 STA. 62+00 TO STA. 74+50

SHEET
A6

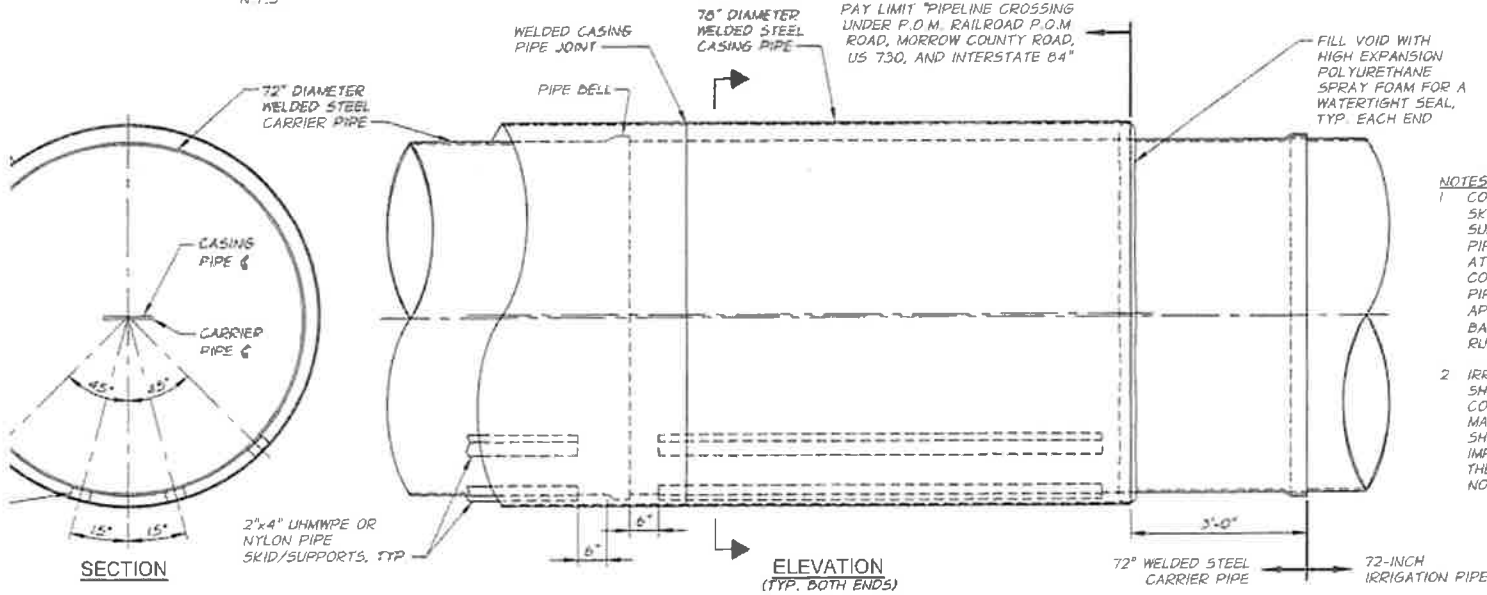


CASING VENT DETAIL
UNION PACIFIC RAILROAD CROSSING
N.T.S.

FOUR PIPE SKIDS/SUPPORTS USED FOR INSTALLING AND SUPPORTING CARRIER PIPE IN THE CASING PIPE. PIPE IS SECURELY ATTACHED TO THE CARRIER OR CASING PIPE. CONTRACTOR TO SUBMIT PLAN FOR ATTACHING PIPE SKIDS/SUPPORTS TO THE ENGINEER FOR APPROVAL. PIPE SKIDS/SUPPORTS SHALL BE HELD BACK 6" ON EACH END (CLEAR OF THE BELL) OF THE PIPE SECTION.

WELDED STEEL CARRIER PIPE SHALL BE PROVIDED UNDER PIPE PROCUREMENT CONTRACT. ALL OTHER BORE AND CASING WELDED STEEL CASING PIPE SHALL BE PROVIDED UNDER IRRIGATION SYSTEM IMPROVEMENTS CONTRACT.

BORE AND CASING DETAIL
UNION PACIFIC RAILROAD CROSSING
N.T.S.



NOTES

- CONTRACTOR TO PROVIDE FOUR PIPE SKIDS/SUPPORTS USED FOR INSTALLING AND SUPPORTING CARRIER PIPE IN THE CASING PIPE. PIPE SKIDS/SUPPORTS SHALL BE SECURELY ATTACHED TO THE CARRIER OR CASING PIPE. CONTRACTOR TO SUBMIT PLAN FOR ATTACHING PIPE SKIDS/SUPPORTS TO THE ENGINEER FOR APPROVAL. PIPE SKIDS/SUPPORTS SHALL BE HELD BACK 6" ON EACH END (CLEAR OF THE BELL) AND RUN THE LENGTH OF THE PIPE SECTION.
- IRRIGATION PIPE AND WELDED STEEL CARRIER PIPE SHALL BE PROVIDED UNDER PIPE PROCUREMENT CONTRACT. ALL OTHER BORE AND CASING MATERIALS INCLUDING WELDED STEEL CASING PIPE SHALL BE PROVIDED UNDER IRRIGATION SYSTEM IMPROVEMENTS CONTRACT WITH THE EXCEPTION OF THE EXISTING CASING PIPES FOR THE P.O.M. NORTH AND SOUTH RAILROAD CROSSINGS.

BORE AND CASING DETAIL

P.O.M. RAILROAD AND ROADWAY/HIGHWAY CROSSINGS
N.T.S.

				<p>engineering • surveying • aerial resources</p>	<p>COLUMBIA IMPROVEMENT DISTRICT IRRIGATION SYSTEM IMPROVEMENTS</p>	SHEET
						<p>PIPELINE DETAILS BORE AND CASING DETAILS</p>
BY	DATE	REV	DESCRIPTION			60 OF 65
		47-03	2018			
		47-03-C600-S01_PIPE.dwg				
COPYRIGHT 2018 BY ANDERSON PERRY & ASSOC., INC.						

Return to:
MORROW COUNTY PUBLIC WORKS
 365 West Highway 74
 P.O. Box 428
 Lexington, Oregon 97839
 Phone: (541) 989-9500

APPLICATION #: 000
 COUNTY ROAD #: 490
 ROAD NAME: Bombing Range Rd.

Applicant Mailing Address
 Columbia Improvement District
 Name (Business Name, Attn: Name)
 501 Columbia Avenue N.E.
 Mailing Address (Street/Post Office Box)
 Boardman, Oregon 97818
 City, State, Zip Code
 541-481-9454
 Phone Number

APPLICATION FEE:
 (CHECK ONE)
 Private (\$50.00) Utility Company (No Fee)
 PAYMENT RECEIVED:
03-18-2019 \$0.00
 (Date Payment Received - Amount Received - Initials)

APPLICATION FOR NECESSITY TO BUILD ON RIGHT OF WAY
(Water, Gas, Communication Service Lines, Fixtures, Signs, and other Facilities)

Please fill out this form completely in ink (Blue or Black) or type.

We, Columbia Improvement District 501 Columbia Avenue N.E., Boardman, Oregon 97818
 (Name - Individual/Business) (Physical Address) (Work Order Number)
 hereby request permission either to locate within County Road right of way or cross
 Morrow County road Bombing Range Road at 0.41 miles from nearest
 (Name of County Road) (Miles)
 intersection with road Wilson Lane S.E. 13 T04N R25E
 (Name of County Road) (Section) (Township) (Range)
 E.W.M. with a Irrigation Water Line of 72-inch Center Line 10-foot distance
 (Water, Gas, Telephone Lines, ect.) (Dimensions) (Distance)
 from R/W line 5-foot top of pipe depth of line or pipe, E X side of road.
 (Depth) (Note N, S, E, W)

As more particularly described by the attached sketch.

PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES

Page 1 RM Page 2 RM
 (Initial) (Initial)


Additional Terms and Conditions to be noted here.

This permit is for an irrigation water line within the County road right-of-way, traversing nearly parallel to the centerline of Bombing Range Road, 0.41 mile north of Wilson Lane S.E. Please see attachments for details. A permit extension is requested, construction schedule is currently unknown.
 When work is completed call Morrow County Public Works Office for final inspection at (541) 989-9500.

PERMITTEE SIGNATURE: Robert J Mueller DATE: 3-13-19
 (Signature of Authorized Permittee) (Date Signed)

State of ~~Morrow~~ Oregon
 County of Morrow

This instrument was acknowledged before me on March 13, 2019
 by Robert Mueller
Michelle Dawn Bock
 Notary Public - State of Oregon



RECOMMENDED BY: _____ DATE: _____
 (Assistant Road Master) (Date Signed)
 APPROVED BY: _____ DATE: _____
 (Public Works Director) (Date Signed)

ATTEST: _____
 (Morrow County Clerk)

PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

SPECIFICATIONS:

1. A notice of ten (10) days from request to issuance of permit will be required in order for the Department of Public Works to inspect and approve desired project.
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- C. If the tunneling method is used, it shall be by an approved method, which supports the surrounding materials so as to prevent caving or settlement.
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- E. Special Consideration - Pipelines
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INSURANCE

- A. Permittee must carry all necessary liability to protect the public at all times.

REPAIRS

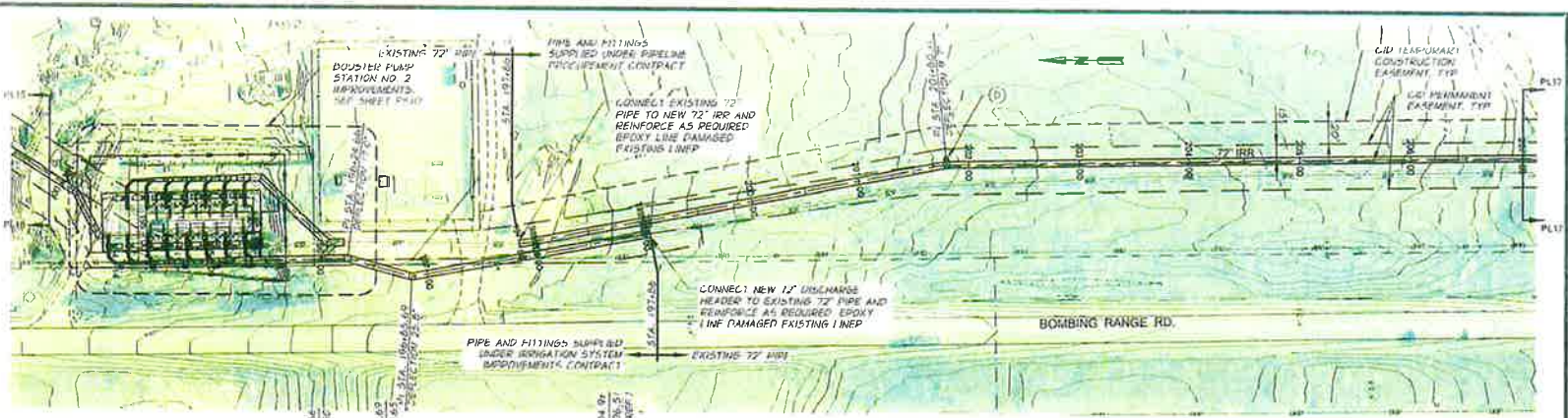
- A. All roadbed surfaces disturbed by utility installations, adjustments or repairs covered by permit, will be repaired or replaced within one (1) week, except specifically allowed for by special provisions listed in the permit.
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- C. Any replacement or repair not accomplished by the applicant under the above, within the specified time will be done by the County with no prior notice to the applicant and at the expense of the applicant. The County will also make any immediate repairs, alterations or additions to any barricading, signing or warning for a hazardous area when such barricading, signing or warning is found to be inadequate, inappropriate, or ineffective without prior notice to the applicant.
- D. For a period of one (1) year following the patching of any paved surface, the applicant shall be responsible for the condition of said pavement patches, and during that time shall, upon request from the Director, repair to the County's satisfaction any of the said patches which become settled, cracked, broken or otherwise faulty.
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REMOVEAL, RELOCATION AND REPAIR

The permit is issued pursuant to the law of the State of Oregon which authorizes the Board to subsequently require the applicant to remove, relocate or repair the poleline, buried cable, or pipeline covered by the permit as needed by the County to replace, repair, or maintain County roads, at that sole cost of the applicant and by applying applicant consents and agrees to such conditions.

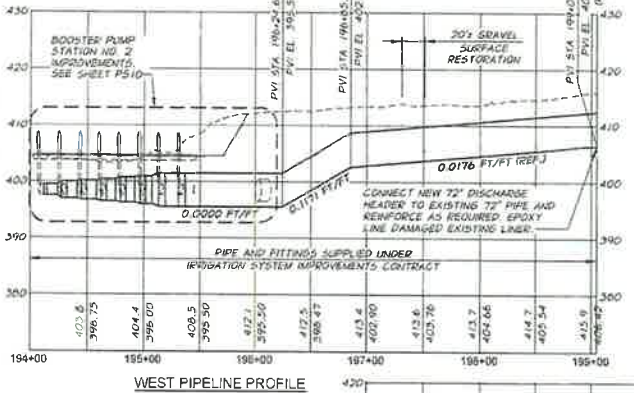
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If the applicant fails to commence installation of the poleline, buried cable, or pipeline covered by the permit within sixty (60) days from the date the permit is issued, said permit shall be deemed null and void and all privileges there under forfeited, unless a written extension of time is obtained from the Director.



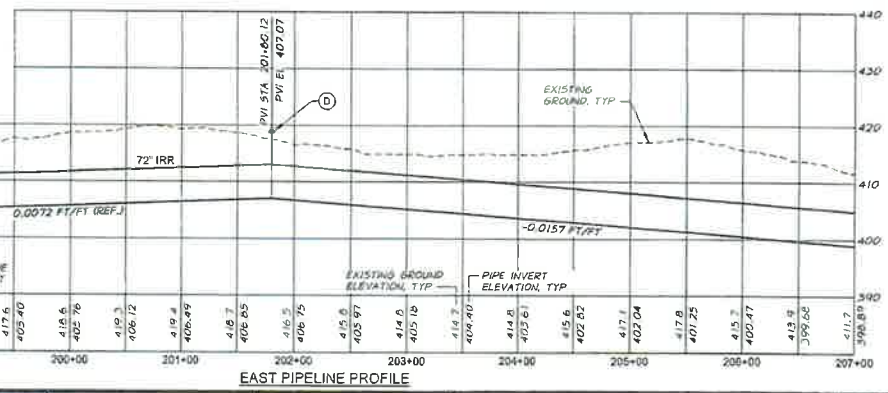
WORK ITEM SCHEDULE

- (A) PIPE TAP FOR EXISTING AIR/VAC VALVE SEE DETAIL, SHEET PL43.
- (B) ACCESS MANHOLE WITH COMBINATION AIR/VAC VALVE IN VAULT SEE DETAIL SHEET PL46
- (C) ACCESS MANHOLE WITH PUMP OUT IN VAULT SEE DETAIL SHEET PL46
- (D) ACCESS MANHOLE WITH COMBINATION AIR/VAC VALVE SEE DETAIL SHEET PL43
- (E) COMBINATION AIR/VAC VALVE ASSEMBLY SEE DETAIL SHEET PL43
- (F) ACCESS MANHOLE WITH PUMP OUT SEE DETAIL SHEET PL43



GENERAL NOTES

- 1 ALL PIPE TAPS FOR ACCESS MANHOLES, AIR/VAC VALVES, ETC. SHALL BE SUPPLIED UNDER THE PIPE PROCUREMENT CONTRACT. ALL ASSOCIATED PIPES, VALVES, ETC. SHALL BE SUPPLIED UNDER THE IRRIGATION SYSTEM IMPROVEMENTS CONTRACT. SEE APPLICABLE DETAIL FOR FURTHER REQUIREMENTS.
- 2 FIELD ADJUSTMENT OF NEW PIPELINE ALIGNMENT MAY BE REQUIRED TO MAINTAIN SEPARATION FROM EXISTING PIPELINE.
- 3 ALL SURFACE RESTORATION SHALL BE NATURAL OR AGRICULTURAL UNLESS NOTED OTHERWISE SEE DETAILS SHEET PL47



NO.	DATE	DESCRIPTION

HORIZONTAL SCALE IN FEET: 0, 50, 100, 150

 VERTICAL SCALE IN FEET: 0, 10, 20, 30

 DRAWING NO. 47-03 DATE 2019

 CLIENT NO. 47-03-000-121_PWP.dwg

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anderson perry & associates, inc.

 engineering • planning • construction

COLUMBIA IMPROVEMENT DISTRICT

 IRRIGATION SYSTEM IMPROVEMENTS

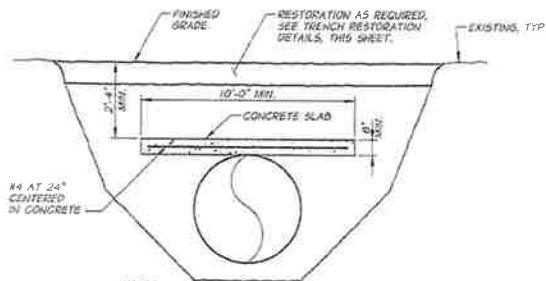
BPS NO. 2 TO CANAL - PLAN AND PROFILE

 STA. 194+47 TO STA. 207+00

PL16

 SHEET

 34 OF 65

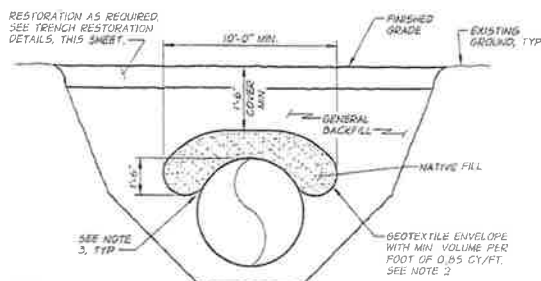


14 AT 24\"/>

NOTES
1. SEE TRENCH EXCAVATION AND BACKFILL DETAIL FOR TRENCH REQUIREMENTS.

CONTRACTOR MAY PROPOSE ALTERNATE ANTI-FLOTATION OPTION FOR ENGINEER'S REVIEW.

ANTI-FLOTATION DETAIL
OPTION A
N.T.S.

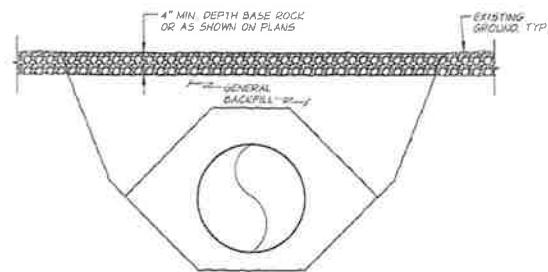


NOTES
1. SEE TRENCH EXCAVATION AND BACKFILL DETAIL FOR TRENCH REQUIREMENTS.

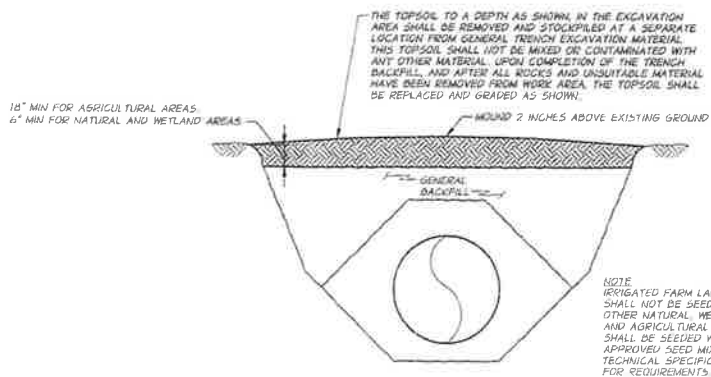
- CONTRACTOR HAS THE OPTION TO USE GEOTEXTILE FABRIC OR GEOTUBE. GEOTEXTILE FABRIC SHALL HAVE A MIN. 2' OVERLAP. WELDED SEAMS, WELDS SHALL PROVIDE TENSILE STRENGTH EQUAL TO OR GREATER THAN THAT OF THE GEOTEXTILE FABRIC. GEOTUBE SHALL HAVE SUFFICIENT FILL PORTS TO EVENLY FILL THE GEOTUBE. GEOTEXTILE AND GEOTUBE SHALL BE MIRAFI 500X OR 9T500 AS MANUFACTURED BY TENCATE OR APPROVED EQUAL, RESPECTIVELY.
- CONTRACTOR SHALL BACKFILL OVER PIPE TO REMOVE ANY VOIDS BETWEEN GEOTEXTILE AND PIPE.

CONTRACTOR MAY PROPOSE ALTERNATE ANTI-FLOTATION OPTION FOR ENGINEER'S REVIEW.

ANTI-FLOTATION DETAIL
OPTION B
N.T.S.



TRENCH RESTORATION
GRAVEL AREAS
N.T.S.



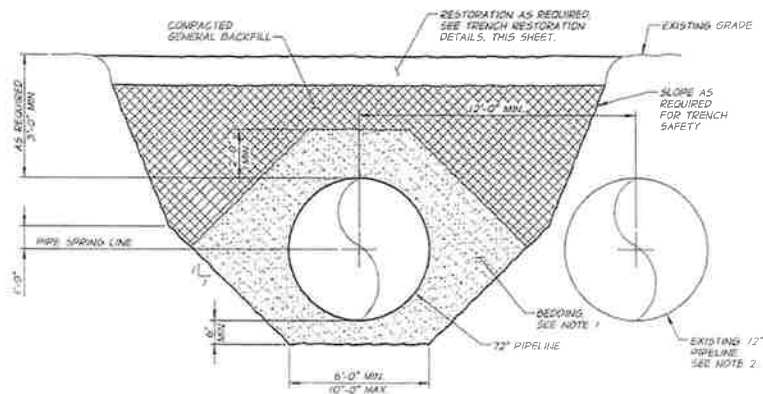
18\"/>

THE TOPSOIL TO A DEPTH AS SHOWN IN THE EXCAVATION AREA SHALL BE REMOVED AND STOCKPILED AT A SEPARATE LOCATION FROM GENERAL TRENCH EXCAVATION MATERIAL. THIS TOPSOIL SHALL NOT BE MIXED OR CONTAMINATED WITH ANY OTHER MATERIAL. UPON COMPLETION OF THE TRENCH BACKFILL, AND AFTER ALL ROCKS AND UNSUITABLE MATERIAL HAVE BEEN REMOVED FROM WORK AREA, THE TOPSOIL SHALL BE REPLACED AND GRADED AS SHOWN.

MOUND 2 INCHES ABOVE EXISTING GROUND

NOTE
IRRIGATED FARM LAND SHALL NOT BE SEEDED ALL OTHER NATURAL, WETLAND AND AGRICULTURAL AREAS SHALL BE SEEDED WITH AN APPROVED SEED MIX. SEE TECHNICAL SPECIFICATIONS FOR REQUIREMENTS.

TRENCH RESTORATION
NATURAL, WETLAND, AND AGRICULTURAL AREAS
N.T.S.



NOTES
1. BEDDING SHALL BE PROVIDED BELOW THE SPRING LINE OF THE PIPE AND WITHIN 2 FT. OF THE PIPE ABOVE THE SPRING LINE. DO NOT PLACE GENERAL BACKFILL WITHIN 2 FT. OF PIPE.

2. PROTECT EXISTING PIPELINE DURING CONSTRUCTION. IF EXISTING PIPELINE IS UNCOVERED DURING CONSTRUCTION, BACKFILL SHALL MATCH THAT OF NEW PIPELINE.

3. PROVIDE LOCATE WIRE IF FIBERGLASS PRESSURE PIPE IS USED. PROVIDE LOCATE WIRE ACCESS BOX EVERY 2,000 FEET MIN.

TRENCH EXCAVATION AND BACKFILL DETAIL
N.T.S.



DATE	BY	CHKD	DATE
DESIGNED BY	L. STANGEL	APPROVED BY	4-7-03
DRAWN BY	D. CHRISTY-FRANK	CHECKED BY	5-10-03
IN CHARGE	B. ARDRE	PROJECT NO.	47-03-0600-504 TRENCH SWP
		COPYRIGHT 2011 BY ANDERSON PERRY & ASSOCIATES, INC.	



COLUMBIA IMPROVEMENT DISTRICT
IRRIGATION SYSTEM IMPROVEMENTS

PIPELINE DETAILS
TRENCH

SHEET
PL47
65 OF 65

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

OHA Agreement #154124-9 2019 IGA

Additional funding within the Public Health Emergency Preparedness (PHEP) Program Element #12 in the amount of \$3,750. These funds are being added to all Local Public Health Authorities for the purpose of sending staff to the Oregon Preparedness Workshop March 2019 and to the Oregon Epidemiology Conf in April 2019 (a total of five slots were funded for Morrow County), to pay for mileage, lodging and meals. One staff member is attending the Preparedness Workshop and 4 staff are attending the Oregon Epidemiology Conf.

2. FISCAL IMPACT:

Additional funding will be utilized for travel related costs for 5 staff slots to attend trainings and will have no impact on the level of FTE.

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

Motion to approve Oregon Health Authority Agreement #154124, Amendment 9 and authorize the Chair to sign.

Attach additional background documentation as needed.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 154124-9, hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.



Authorizing signature Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

Agreement #154124



**NINTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC 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 Ninth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, acting by and through its Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Exhibit B Program Element #03 "Tuberculosis Services" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
2. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
3. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

- 7. The parties expressly ratify the Agreement as herein amended.
- 8. 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.
- 9. This Amendment becomes effective on the date of the last signature below.

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

10. Signatures.

By: _____
 Name: /for/ Lillian Shirley, BSN, MPH, MPA
 Title: Public Health Director
 Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____



DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

Attachment A
Program Element Description

Program Element #03: Tuberculosis Services

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver Tuberculosis Services.

ORS 433.006 and Oregon Administrative Rule 333-019-0000 assign responsibility to LPHA for Tuberculosis (“TB”) investigations and implementation of TB control measures within LPHA’s service area. The funds provided for TB case management (including contact investigation) and B waiver follow-up under the Agreement for this Program Element may only be used as supplemental funds to support LPHA’s TB investigation and control efforts and are not intended to be the sole funding for LPHA’s TB investigation and control program.

Pulmonary tuberculosis is an infectious disease that is airborne. Treatment for TB disease must be provided by Directly Observed Therapy to ensure the patient is cured and prevent drug resistant TB. Screening and treating Contacts stops disease transmission. Tuberculosis prevention and control is a priority in order to protect the population from communicable disease and is included in the State Health Improvement Plan (SHIP). The priority outcome measure is to reduce the incidence of TB disease among U.S. born person in Oregon to .4 Cases per 100,000 by 2020.

All changes to this Program Element are effective as of July 1, 2018.

2. **Definitions Specific to TB Services**

- a. **Active TB Disease:** TB disease in an individual whose immune system has failed to control his or her TB infection and who has become ill with Active TB Disease, as determined in accordance with the Centers for Disease Control and Prevention’s (CDC) laboratory or clinical criteria for Active TB Disease and based on a diagnostic evaluation of the individual.
- b. **Appropriate Therapy:** Current TB treatment regimens recommended by the CDC, the American Thoracic Society, the Academy of Pediatrics, and the Infectious Diseases Society of America.
- c. **Associated Cases:** Additional Cases of TB disease discovered while performing a Contact investigation.
- d. **B-waiver Immigrants:** Immigrants or refugees screened for TB prior to entry to the U.S. and found to have TB disease or LTBI Infection.
- e. **B-waiver Follow-Up:** B waiver follow-up includes initial attempts by the LPHA to locate the B-waiver immigrant. If located, LPHA proceeds to coordinate or provide TB medical evaluation and treatment as needed. Updates on status are submitted regularly by LPHA using Electronic Disease Network (EDN) or the follow-up worksheet.
- f. **Case:** A Case is an individual who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA’s Investigative Guidelines.
- g. **Cohort Review:** A systematic review of the management of patients with TB disease and their Contacts. The “cohort” is a group of TB Cases counted (confirmed as Cases) over 3 months. The Cases are reviewed 6-9 months after being counted to ensure they have completed treatment or are nearing the end. Details of the management and outcomes of TB Cases are reviewed in a group with the information presented by the case manager.

- h. Contact:** An individual who was significantly exposed to an infectious Case of Active TB Disease.
- i. Directly Observed Therapy (DOT):** LPHA staff (or other person appropriately designated by the LPHA) observes an individual with TB disease swallowing each dose of TB medication to assure adequate treatment and prevent the development of drug resistant TB.
- j. Evaluated (in context of Contact investigation):** A Contact received a complete TB symptom review and tests as described in OHA's Investigative Guidelines.
- k. Interjurisdictional Transfer:** A Suspected Case, TB Case or Contact transferred for follow-up evaluation and care from another jurisdiction either within or outside of Oregon.
- l. Investigative Guidelines:** OHA guidelines, which are incorporated herein by this reference are available for review at:
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/Tuberculosis/Documents/investigativeguide.pdf>.
- m. Latent TB Infection (LTBI):** TB disease in a person whose immune system is keeping the TB infection under control. LTBI is also referred to as TB in a dormant stage.
- n. Medical Evaluation:** A complete Medical Examination of an individual for TB including a medical history, physical examination, TB skin test or interferon gamma release assay, chest x-ray, and any appropriate molecular, bacteriologic, histologic examinations.
- o. Suspected Case:** A Suspected Case is an individual whose illness is thought by a health care provider, as defined in OAR 333-017-0000, to be likely due to a reportable disease, infection, or condition, as described in OAR 333-018-0015, or whose illness meets defining criteria published in OHA's Investigative Guidelines. This suspicion may be based on signs, symptoms, or laboratory findings.
- p. TB Case Management Services:** Dynamic and systematic management of a Case of TB where a person, known as a TB Case manager, is assigned responsibility for the management of an individual TB Case to ensure completion of treatment. TB Case Management Services requires a collaborative approach to providing and coordinating health care services for the individual. The Case manager is responsible for ensuring adequate TB treatment, coordinating care as needed, providing patient education and counseling, performing Contact investigations and following infected Contacts through completion of treatment, identifying barriers to care and implementing strategies to remove those barriers.

3. **Program Components.** Activities and services delivered under this Program Element align with Foundational Programs and Foundational Capabilities, as defined in [Oregon’s Public Health Modernization Manual](#), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf) as well as with public health accountability outcome and process metrics (if applicable) as follows:

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
TB Case Management Services	*					X	X		X			
TB Contact Investigation and Evaluation	*						X		X			
Participation in TB Cohort Review	*						X					
Evaluation of B-waiver Immigrants	*						X		X			

b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable

c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

4. **Procedural and Operational Requirements.** By accepting fee-for-service (FFS) funds to provide TB case management or B waiver follow-up, LPHA agrees to conduct activities in accordance with the following requirements:

a. LPHA must include the following minimum TB services in its TB investigation and control program if that program is supported in whole or in part with funds provided under this Agreement: TB Case Management Services, as defined above and further described below and in OHA’s Investigative Guidelines.

- b. LPHA will receive \$3500 for each new case of Active TB disease documented in Orpheus for which the LPHA provides TB Case Management Services. LPHA will receive \$300 for each new B waiver follow-up.
- c. **TB Case Management Services.** LPHA's TB Case Management Services must include the following minimum components:
 - (1) LPHA must investigate and monitor treatment for each Case and Suspected Case of Active TB Disease identified by or reported to LPHA whose residence is in LPHA's jurisdiction, to confirm the diagnosis of TB and ensure completion of adequate therapy.
 - (2) LPHA must require individuals who reside in LPHA's jurisdiction and who LPHA suspects of having Active TB Disease, to receive appropriate Medical Examinations and laboratory testing to confirm the diagnosis of TB and response to therapy, through the completion of treatment. LPHA must assist in arranging the laboratory testing and Medical Examination, as necessary.
 - (3) LPHA must provide medication for the treatment of TB disease to all individuals who reside in LPHA's jurisdiction and who have TB disease but who do not have the means to purchase TB medications or for whom obtaining or using identified means is a barrier to TB treatment compliance. LPHA must monitor, at least monthly and in person, individuals receiving medication(s) for adherence to treatment guidelines, medication side effects, and clinical response to treatment.
 - (4) DOT is the standard of care for the treatment of TB disease. Cases of TB disease should be treated via DOT. If DOT is not utilized, OHA's TB Program must be consulted.
 - (5) OHA's TB Program must be consulted prior to initiation of any TB treatment regimen which is not recommended by the most current CDC, American Thoracic Society and Infectious Diseases Society of America TB treatment guideline.
 - (6) LPHA may assist the patient in completion of treatment for TB disease by utilizing the below methods. Methods to ensure adherence should be documented.
 - (a) Proposed interventions for assisting the individual to overcome obstacles to treatment adherence (e.g. assistance with transportation).
 - (b) Proposed use of incentives and enablers to encourage the individual's compliance with the treatment plan.
 - (7) With respect to each Case of TB disease within LPHA's jurisdiction that is identified by or reported to LPHA, LPHA must perform a Contact investigation to identify Contacts, Associated Cases and source of infection. The LPHA must evaluate all located Contacts, or confirm that all located Contacts were advised of their risk for TB infection and disease.
 - (8) LPHA must offer or advise each located Contact identified with TB infection or disease, or confirm that all located Contacts were offered or advised, to take Appropriate Therapy and must monitor each Contact who starts treatment through the completion of treatment (or discontinuation of treatment).
- d. If LPHA receives in-kind resources under this Agreement in the form of medications for treating TB, LPHA must use those medications to treat individuals for TB. In the event of a non-TB related emergency (i.e. meningococcal contacts), with notification to TB Program, the LPHA may use these medications to address the emergent situation.

- e. LPHA must present TB Cases through participation in the quarterly Cohort Review. If the LPHA is unable to present the Case at the designated time, other arrangements must be made in collaboration with OHA.
 - f. LPHA must accept B-waivers Immigrants and Interjurisdictional Transfers for evaluation and follow-up, as appropriate for LPHA capabilities.
 - g. If LPHA contracts with another person to provide the services required under this Program Element, the in-kind resources in the form of medications received by LPHA from OHA must be provided, free of charge, to the contractor for the purposes set out in this Program Element and the contractor must comply with all requirements related to such medications unless OHA informs LPHA in writing that the medications cannot be provided to the contractor. The LPHA must document the medications provided to a contractor under this Program Element.
5. **General Revenue and Expense Reporting.** In lieu of the LPHA completing an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement, OHA-PHD will send a pre-populated invoice to the LPHA for review and signature on or before the 5th business day of the month following the end of the first, second, third and fourth fiscal year quarters. The LPHA must submit the signed invoice no later than 30 calendar days after receipt of the invoice from OHA-PHD. The invoice will document the number of new Active TB cases and/or B-waiver follow ups for which the LPHA provided services in the previous quarter. Pending approval of the invoice, OHA-PHD will remit FFS payment to LPHA. Funds under this program element will not be paid in advance or on a 1/12th schedule.
6. **Reporting Requirements.** LPHA must prepare and submit the following reports to OHA:
- a. LPHA must notify OHA’s TB Program of each Case or Suspected Case of Active TB Disease identified by or reported to LPHA no later than 5 business days within receipt of the report (OR – within 5 business days of the initial case report), in accordance with the standards established pursuant to OAR 333-018-0020. In addition, LPHA must, within 5 business days of a status change of a Suspected Case of TB disease previously reported to OHA, notify OHA of the change. A change in status occurs when a Suspected Case is either confirmed to have TB disease or determined not to have TB disease. LPHA must utilize OHA’s ORPHEUS TB case module for this purpose using the case reporting instructions located at <https://www.oregon.gov/oha/PH/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/TUBERCULOSIS/Pages/tools.aspx>. After a Case of TB disease has concluded treatment, case completion information must be entered into the ORPHEUS TB case module within 5 business days of conclusion of treatment.
 - b. LPHA must submit data regarding Contact investigation via ORPHEUS or other mechanism deemed acceptable. Contact investigations are not required for strictly extrapulmonary cases. Consult with local medical support as needed.

7. **Performance Measures.** If LPHA uses funds provided under this Agreement to support its TB investigation and control program, LPHA must operate its program in a manner designed to achieve the following national TB performance goals:
- a. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, **95.0% will complete treatment within 12 months.**
 - b. For TB patients with positive acid-fast bacillus (AFB) sputum-smear results, **100.0% (of patients) will be interviewed to elicit Contacts.**
 - c. For Contacts of sputum AFB smear-positive TB Cases, **93.0% will be evaluated for infection and disease.**
 - d. For Contacts of sputum AFB smear-positive TB Cases with newly diagnosed LTBI, **91.0% will start treatment.**
 - e. For Contacts of sputum AFB smear-positive TB Cases that have started treatment for newly diagnosed LTBI, **81.0% will complete treatment.**
 - f. For TB Cases in patients ages 12 years or older with a pleural or respiratory site of disease, **98% will have a sputum culture result reported.**

**Attachment B
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 2
1) Grantee Name: Morrow County Health Department		2) Issue Date February 06, 2019	This Action AMENDMENT FY 2019	
Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	14,015		14,015	
PE12 Public Health Emergency Preparedness and Response (PHEP)	76,973	3,750	80,723	
PE13 Tobacco Prevention and Education Prgram (TPEP)	37,188		37,188	
PE41 Reproductive Health Program	2,869		2,869	
PE42-01 MCAH Title V CAH	5,523		5,523	
PE42-02 MCAH Title V Flexible Funds	12,884		12,884	
PE42-03 MCAH Perinatal General Funds & Title XIX	1,890		1,890	
PE42-04 MCAH Babies First! General Funds	6,039		6,039	
PE42-05 MCAH Oregon Mothers Care Title V	3,141		3,141	
PE42-06 MCAH General Funds & Title XIX	3,546		3,546	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	8,365		8,365	
PE44-01 SBHC Base	60,000		60,000	
PE44-02 SBHC - Mental Health Expansion	40,000		40,000	
PE46 RH Community Participation & Assurance of Access	8,281		8,281	
		280,714	3,750	284,464
5) Foot Notes:				
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE41	1	Funding Period is for two month - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 2
1) Grantee		2) Issue Date	This Action
Name: Morrow County Health Department		February 06, 2019	AMENDMENT FY 2019
Street: 110 N Court Street		3) Award Period	
City: Heppner		From July 1, 2018 Through June 30, 2019	
State: OR Zip Code: 97836			
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE42-02 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03 1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43 1	All Award Must be Spent by the End of June 30, 2019		
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.		
6) Comments:			
PE12	Operation OX: MCM Mini Grant Award \$4,947		
PE42-01	\$1,381 must be spent from 7/1/18 to 9/30/18. \$4,142 must be spent from 10/1/18 to 6/30/19.		
PE42-02	\$3,221 must be spent from 7/1/18 to 9/30/18. \$9,663 must be spent from 10/1/18 to 6/30/19.		
PE42-05	\$785 must be spent from 7/1/18 to 9/30/18. \$2,356 must be spent from 10/1/18 to 6/30/19.		
PE46	PE46 7 Month award 9/1/18 to 3/31/19		
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

Attachment C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE12: Public Health Emergency Preparedness and Response
Funding Information Table

Federal Award Identification Number (FAIN):	6NU90TP921916-01-03	1NU90TP921916-01-02
Federal Award Date:	8/3/2018	1/31/2018
Performance Period:	07/01/18-06/30/19	07/01/2018-06/30/2019
Federal Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency	Public Health Emergency
Total Federal Award:	\$8,008,993	\$8,012,510
Project Description:	Public Health Emergency	Public Health Emergency
Awarding Official:	Shicann Phillips	Shicann Phillips
Indirect Cost Rate:	17.15%	17.15%
Research and Development (Y/N):	No	No

PCA: 53437 53231

INDEX: 50407 50407

Agency/Contractor	DUNS	Amount	Amount	Total FY 2019
Morrow	10741189	\$76,973	\$3,750	\$80,723

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

This Public Hearing is to consider the request to add a locally significant aggregate site to the Morrow County Inventory of Natural Resources - Aggregate and Mineral Resources. Please see other provided materials for a full discussion of the proposal and the process to date.

2. FISCAL IMPACT:

There is no direct fiscal impact to the County. Assessment of the property as an aggregate site could impact assessed values.

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

At the conclusion of the Public Hearing you have three options: 1) adopt as presented, 2) modify and adopt, or 3) deny. If you adopt as presented you can rely on the Planning Commission findings. If you modify or deny you will need to incorporate findings into your motion in support of that action. The action does come to you with a 'do adopt' recommendation from the Planning Commission.

Attach additional background documentation as needed.



PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioner's and Interested Parties
From: Carla McLane, Planning Director
Date: March 15, 2019
RE: Comprehensive Plan Amendment
AC-129-19
Miller/Haguewood Locally Significant Aggregate Site

This memorandum provides notice and a summary of the Public Hearing scheduled for Wednesday, March 27, 2019, to start shortly after 9:00 a.m. at the Bartholomew Building in Heppner, Oregon. The request by the applicant is to add the locally significant aggregate site to the Morrow County Inventory of Natural Resources - Aggregate and Mineral Resources. This action is associated with Conditional Use Request CUP-S-335-19 which was approved by the Morrow County Planning Commission on February 26, 2019.

Attached are the Planning Commission Final Findings of Fact that outlines the request. The testimony in favor at the Planning Commission public hearing came from affected landowner Chris Rouch as well as the applicants. This amendment does come to the Board of Commissioners with a do adopt recommendation.

The action for the Board of Commissioners is, after the conclusion of the public hearing, to adopt as presented, modify the decision, or deny adoption. Planning staff support the 'do adopt' recommendation before you from the Planning Commission.

Please do not hesitate to contact me should you have any questions at 541-922-4624 or by email at cmclane@co.morrow.or.us.



**Planning Commission Final Findings of Fact
COMPREHENSIVE PLAN AMENDMENT REQUEST
AC-129-19
ASSOCIATED WITH
CONDITIONAL USE REQUEST
CUP-S-335-19**

REQUEST: To add a locally significant aggregate site to Morrow County's Inventory of Natural Resources - Aggregate and Mineral Resources. This Comprehensive Plan amendment is associated with Conditional Use Request CUP-S-335-19.

APPLICANT: Corey Miller
74655 Baseline Lane
Heppner, Oregon 97836

OWNER: Mark and Shannon Miller
67775 Cutsforth Road
Heppner, Oregon 97836

Keven Haguewood and Michelle Butler
Post Office Box 195
Ione, Oregon 97843

PROPERTY DESCRIPTION: Tax Lots 300 and 500 of Assessor's Map 1S 26

PROPERTY LOCATION: Northeast of Lexington on Cutsforth Road.

I SUMMARY OF APPLICATION AND PROCESS:

The subject quarry location is zoned Exclusive Farm Use. The proposed aggregate quarry is being developed as a result of the desire for the applicant to provide aggregate materials for production and sales for road use, base rock and for other projects requiring aggregate resources. The proposed quarry is estimated to produce less than 500,000 tons of aggregate material.

Oregon Revised Statute 215.298 and Oregon Administrative Rule Division 23 requires that a permit for mining of aggregate shall be issued only for a site included on an inventory in an acknowledged comprehensive plan; this action will meet that requirement. The applicant has submitted an application for a Conditional Use Permit to mine aggregate on the subject property along with the application to include the site in the Comprehensive Plan. As required by the Morrow County Comprehensive Plan two public hearings will be required – one Planning Commission and one Board of Commissioners – prior to approval of the requested amendment. The hearing schedule, including the tentative Board of Commissioners public hearing, is included at the end of these Findings of Fact. If the Planning Commission approves the Conditional Use Permit for the proposed quarry site, mining will be allowed only after the site has been added to the Comprehensive Plan's list of significant aggregate sites.

II SUMMARY OF APPLICABLE CRITERIA: Substantive criteria found in the Comprehensive Plan include the Review and Revision items, but also in the Goal 5

Analysis provisions under Aggregate Resources. The Substantive Criteria are found below in **bold**, with responses in regular type.

MORROW COUNTY COMPREHENSIVE PLAN: CRITERIA. The following criteria must be considered before approval of an amendment to the Comprehensive Plan is given:

1. **Address the Criteria found in the Morrow County Zoning Ordinance Article 8 Amendments; and**
2. **Show how the request complies with the relevant statewide land use planning Goals. Include evidence of coordination and compliance with State agencies regarding the statewide planning Goals. (MC OR-1-2013)**

The Morrow County Zoning Ordinance criteria follow with the necessary analysis. The DLCDC and other state agencies have been noticed of this action. See the list below. Staff would find these criteria met.

MORROW COUNTY ZONING ORDINANCE: SECTION 8.040. The proponent of the application or permit has the burden of proving justification for its approval. The more drastic the request or the greater the impact of the application or permit on the neighborhood, area, or county, the greater is the burden on the applicant. The following criteria shall be considered by the Planning Commission in preparing a recommendation and by the County Court in reaching their decision.

- A. **The local conditions have changed and would warrant a change in the zoning of the subject property(ies).**
This amendment is required by the Oregon Revised Statutes and Oregon Administrative Rules. No local conditions have changed.
- B. **The public services and facilities are sufficient to support a change in designation including, but not limited to, water availability relevant to both quantity and quality, waste and storm water management, other public services, and streets and roads.**
 1. **Amendments to the zoning ordinance or zone changes which significantly affect a transportation facility shall assure that land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**
 - a. **Limiting allowed land uses to be consistent with the planned function of the transportation facility or roadway;**
 - b. **Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,**
 - c. **Altering land use designations, densities, or design requirements to reduce demand for automobile travel to meet needs through other modes.**

No land use designations are changing nor are any transportation systems being affected by this approval. Planning staff would find these criteria not applicable. See additional analysis below.

2. **A plan or land use regulation amendment significantly affects a transportation facility if it:**

- a. **Changes the functional classification of an existing or planned transportation facility;**
- b. **Changes standards implementing a functional classification;**
- c. **Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
- d. **Would reduce the level of service of the facility below the minimal acceptable level identified in the Transportation System Plan. (MC-C-8-98)**

The development of an aggregate site permitted to mine up to 500,000 tons of material would not in and of itself significantly affect adjacent transportation facilities. The functional classification of the local road network would not need to be changed, nor would the level of service of adjoining roads be reduced below a minimal acceptable level. The concurrent Conditional Use Permit CUP-S-335-19 evaluates the proposed mining activity and has determined that the use should be allowed as long as certain conditions are met. Planning staff would find these criteria to be met.

- C. **That the proposed amendment is consistent with unamended portions of the Comprehensive Plan and supports goals and policies of the Comprehensive Plan, that there is a public need for the proposal, and that the need will be best served by allowing the request. If other areas in the county are designated for a use as requested in the application, then a showing of the necessity for introducing that use into an area not now so zoned and why the owners there should bear the burden, if any, of introducing that zone into their area.**

The proposed amendment is consistent with unamended portions of the Comprehensive Plan and does support its goals and policies. There has always been a need for aggregate in Morrow County, and this action will help to meet that need.

- D. **The request addresses issues concerned with public health and welfare, if any.**

Planning staff have not identified any concerns with public health or welfare. The associated Conditional Use Permit CUP-S-335-19 addresses various environmental concerns related to noise and dust.

Mineral and Aggregate Resources

When an application has been received to protect an aggregate or mineral resource, or the County decides to inventory mineral and aggregate resources in its jurisdiction, the County will use the definitions in OAR 660 Division 23. The protection process will meet the requirements as outlined below dependent upon the zoning of the subject property and the size of the mining operation. (MC OR-1-2013)

Option 2. Small sites on land zoned for Farm Use (EFU, RRI and SF40) with 500,000 tons or less of material to be mined:

- I. **Significance: The aggregate site must meet the following conditions to be considered significant under this section:**

- A. **The quantity of material proposed to be mined from the site is estimated to be 500,000 tons or less over the duration of the mining operation;**
- B. **Not more than 35 percent of the proposed mining area consists of Class I, Class II, or a combination or Unique soil.**

The proposed mining site is on land zoned Exclusive Farm Use and is not currently tilled or used for other productive agricultural purposes. The applicant has indicated that mining will not exceed 500,000 tons over the duration of the mining operation, and should there be a decision to mine over that amount, understands additional evaluation would be required under the Morrow County Comprehensive Plan. The soils of the mining location are Lickskillit very stony loam and Mikkalo silt loam, with soil classifications of VII and III respectfully, meeting the requirement that not more than 35 percent of the proposed mining area consisting of Class I or II soils. These criteria are met.

II. Approval Criteria. When determined to be significant under this section, an aggregate site on farmland must meet the following criteria:

- A. **The proposed aggregate mine shall satisfy the standards of the Conditional Use Permit approval process outlined in the Zoning Ordinance;**
- B. **Post mining use of the site shall be a use allowed under in the Zoning Ordinance and provided for in coordination with DOGAMI regarding the regulation and reclamation of aggregate sites, except where exempt.**
- C. **The Conditional Use Permit shall not allow mining of more than 500,000 tons of material.**

This application is being considered concurrently with Conditional Use Permit CUP-S-335-19 and the Planning staff review indicates that mining can occur according to the identified standards. This criteria is met with the approval of CUP-S-335-19.

III. Comprehensive Plan Amendments. The site will be included in the County's Comprehensive Plan Inventory of Natural Resources - Aggregate and Mineral Resources. (MC OR-1-2013)

See attached Inventory of Natural Resources.

- III **DLCD 35 DAY NOTICE:** Tuesday, January 22, 2019
- IV **PROPERTY OWNER NOTICE:** Wednesday, February 6, 2019
- V **LEGAL NOTICE:** Heppner Gazette Times and East-Oregonian
February 6, 2019
- VI **AGENCIES NOTIFIED:** Phil Stenbeck, Jon Jinnings and Tim Murphy, Department of Land Conservation and Development; Ben Mundie, DOGAMI; Jim Johnson, Oregon Department of Agriculture; Mike Gorman, Morrow County Assessor's Office.
- VII **HEARING DATES:**
Planning Commission
February 26, 2019
Port of Morrow Riverfront Center
Boardman, Oregon

Board of Commissioners
March 27, 2019
Morrow County Bartholomew Building
Heppner, Oregon

IX RECOMMENDATION: The Planning Department recommends that the Planning Commission recommend to the Morrow County Board of Commissioners approval of the application as presented amending the Comprehensive Plan to include the subject aggregate quarry site as part of Morrow County Comprehensive Plan Inventory of Natural Resources - Aggregate and Mineral Resources.


Jeff Wenholz, Chair


Date

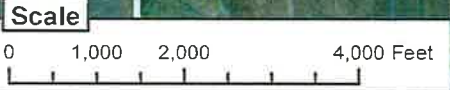
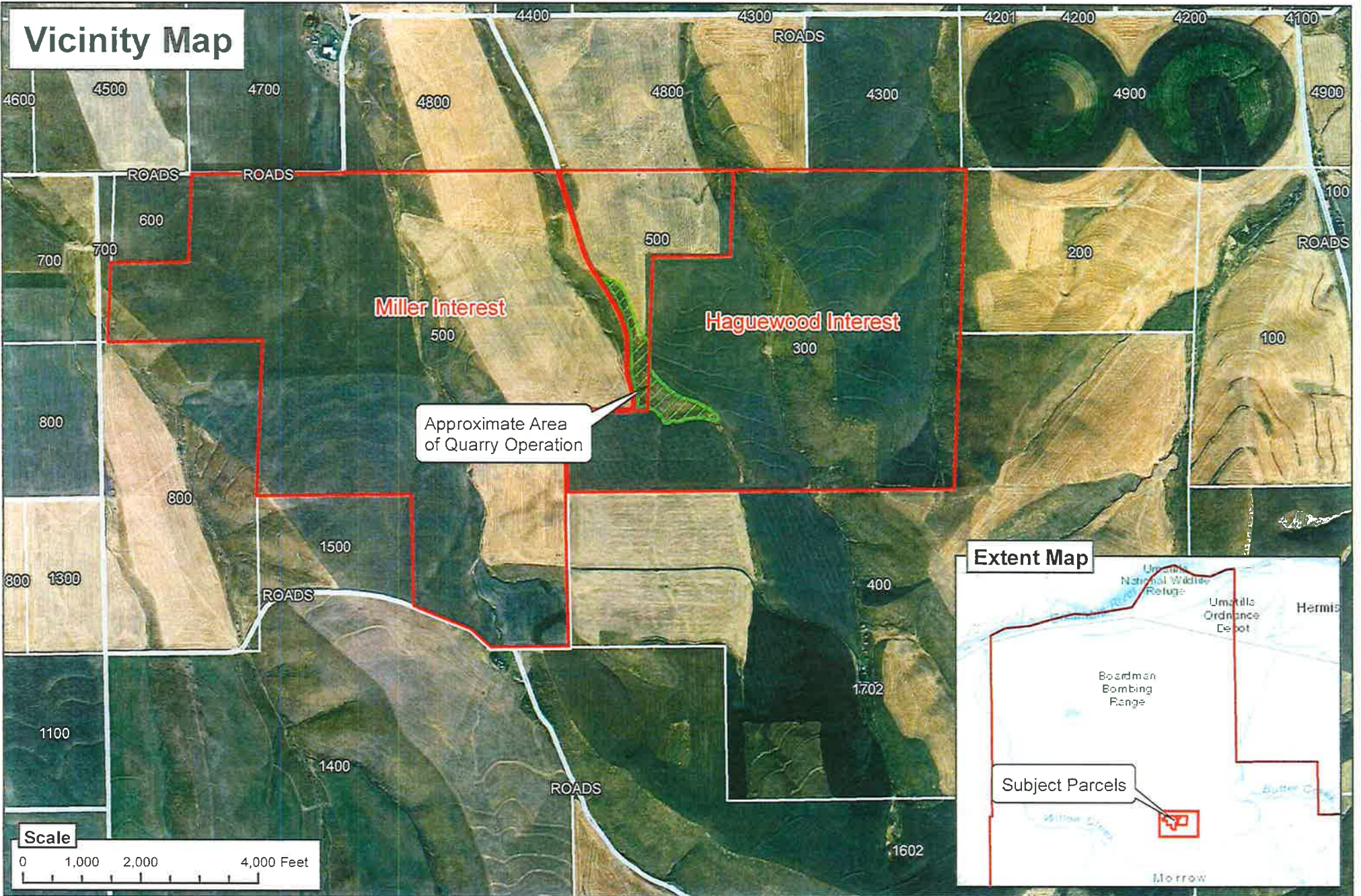
Attachments:

Vicinity Map

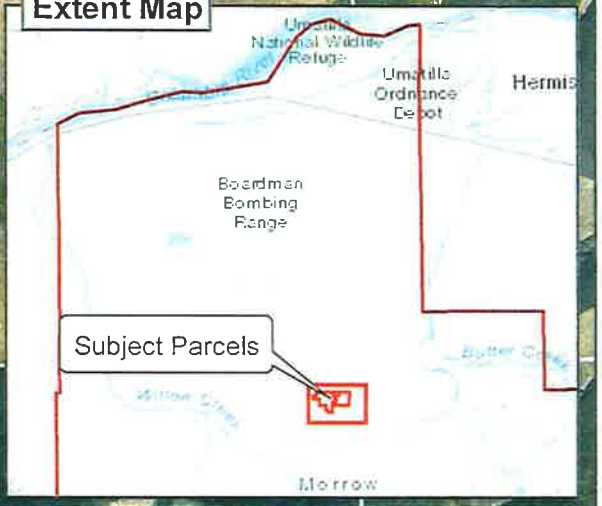
Soils Map

Comprehensive Plan Inventory of Natural Resources - Aggregate and Mineral Resources

Vicinity Map



Extent Map



CUP-S-335-19
AC-129-19
 Mark and Shannon Miller
 Keven Haguewood
 1S 26E TL 500 & 300

Legend

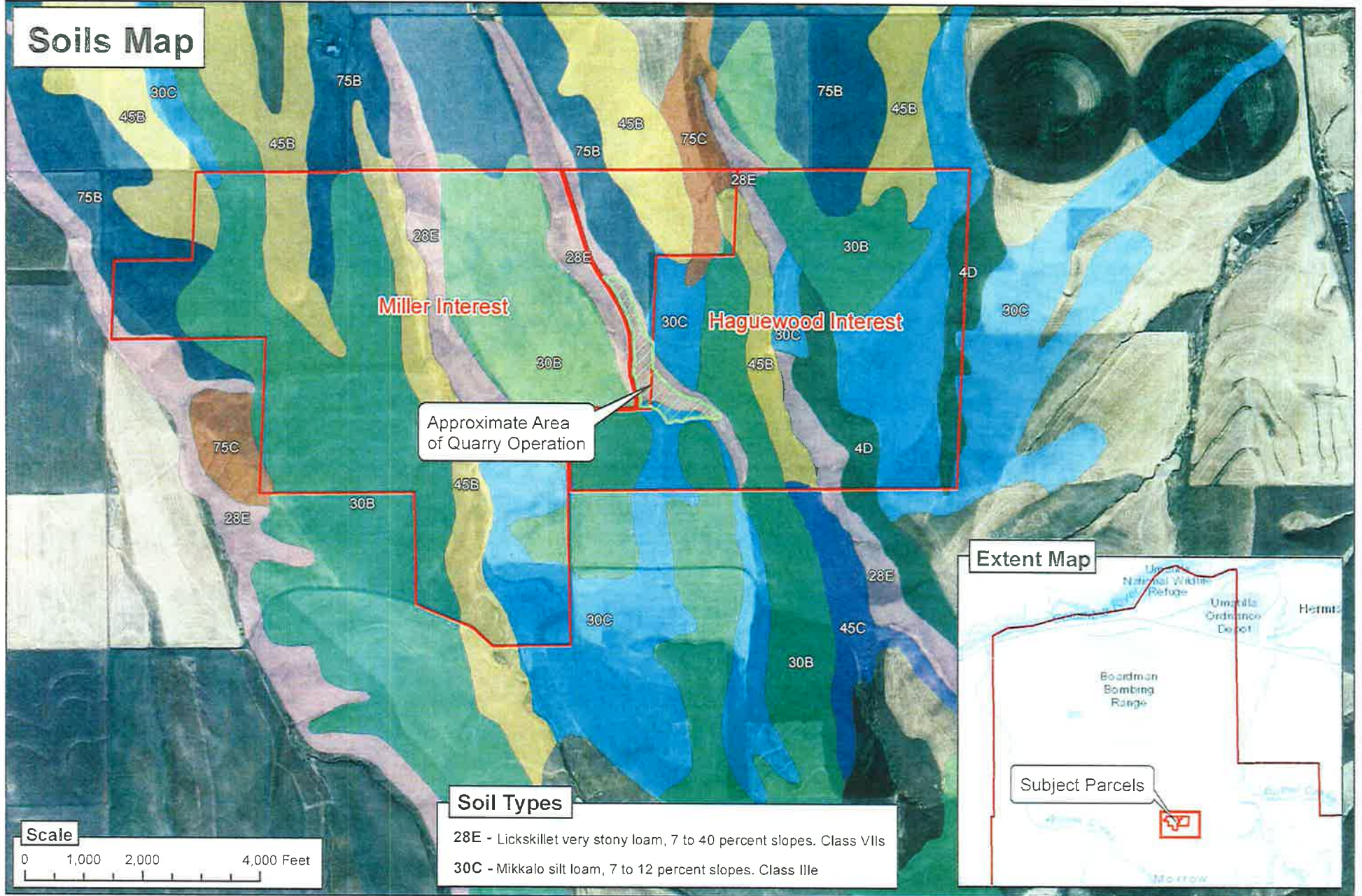
103 Taxlots

 Subject Parcels

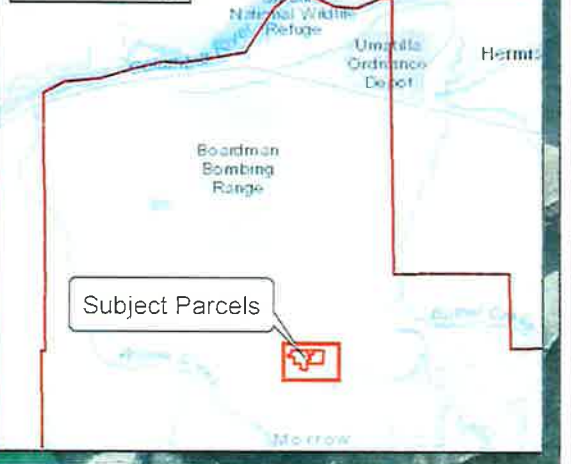
Cartography By: Stephen Wrecsics
 Morrow County Planning Department
 Date Saved: 1/23/2019 10:12:12 AM
 Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
 Projection: Lambert Conformal Conic
 Datum: North American 1983 HARN



Soils Map



Extent Map



Soil Types

- 28E - Lickskillet very stony loam, 7 to 40 percent slopes. Class VIIc
- 30C - Mikkalo silt loam, 7 to 12 percent slopes. Class IIIe

Scale



Legend

103 Taxlots

Subject Parcels



CUP-S-335-19
AC-129-19

Mark and Shannon Miller
Keven Haguewood
1S 26E TL 500 & 300



Cartography By: Stephen Wreccics
Morrow County Planning Department
Date Saved: 2/11/2019 4:26:45 PM

Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN



Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number	Primary Commodity	Zone	Permitted Boundary (acres)
Yes		Cecil Quarry, Cecil Rock Production	ODOT	2N 23 6, 7 TL 1100	25-0003	ODOT #25-007	Rock 49F	EFU	4.72
Yes		Lexington Quarry MP 39 Heppner	ODOT	1S 25 35 TL 600	25-0017	ODOT #25-009	Basalt 28E	EFU	14.94
Yes		Walpole Gravel Pit	MC/ODOT	5N 27 20 TL 1504,2200	25-0018	ODOT #25-005	Sand & gravel 8B	RR	5
Yes		Britt Quarry	Marty Britt/Sid and Randy Britt	1N 27 TL 1400	25-0069		Basalt	EFU	40
Yes		Willow Creek Ranch	Willow Farms, LLC/Mark Zoller	2N 23 17 TL 1401	25-0071		Rock	EFU	30
Yes		Hellberg Goal 5	Max Hellberg	5N 26 26 TL 203		DLCD# 001-04	Sand & gravel	EFU	52
Yes		Hellberg (ODOT)	ODOT	5N 26 26 TL 205, 207	25-0048	ODOT#25-032-5	Sand & gravel	EFU	11.98
Yes		Morgan Creek	ODOT	1N 23 22 TL 100		ODOT#25-031		EFU	7.89
Yes		Barratt Quarry	ODOT	2S 26 25 TL 3800		ODOT#25-011		EFU	4
Yes		Donaldson Canyon Quarry	ODOT	3S 26 TL 1502		ODOT#25-020-5		EFU	3.67
Yes		Threemile Canyon Quarry	ODOT	In ODOT ROW surrounded by 4N 23 TL 110		ODOT#25-027-5		EFU	10.3
	Yes	Six-Mile Pit	Three Mile Canyon Farms	4N 23 23, 24 TL102	25-0006		Screened S & G	EFU	12
	Yes	Kinzua Resources	Port of Morrow	2S 26 21 TL 2701	25-0004		Sand & gravel	EFU	>1
	Yes	Boardman	Eucon Corporation	4N 24 23 TL 402	25-0015		Rock	SF-40	<10
	Yes	So Bombing Range Pit	MC/ Irvan Rauch	1N 26 18 TL 3200	25-0020	PW #210	Sand & gravel	EFU	>1
	Yes	J. J. Aylett	Aylett, Jeddie & Juanita	4N 27 28 TL 300, 1101	25-0023		Sand & gravel	EFU	20
	Yes	East Fork Dry Ck Quarry MP 59.6 Wasco-Heppner Hwy	ODOT	3S 23 27 TL 3001	25-0024	ODOT #25-056	Borrow/Fill/Topsoil 32E	EFU	3.81
	Yes	Cutsforth Quarry	Cutsforth	1S 25 20 TL 2000	25-0027	CUP-N-5(1983)	Basalt	EFU	1
	Yes	Rhea Creek Quarry	MC/Melvin Hamett	3S 26 32 TL 3200	25-0029	PW #247/220	Basalt	EFU	1.5
	Yes	Zinter Quarry	MC/Zinter Dev.	3S 23 27 TL 3400	25-0030	ODOT #30-018, PW #221, Check against 25-0043!!	Sand & gravel	EFU	7.11
	Yes	Clark Canyon Quarry	MC	2S 25 15 TL 1702	25-0031	PW #201	Basalt	EFU	3
	Yes	Skinners Fork Quarry	MC	3S 27 12 TL 400	25-0032	PW #228	Basalt	EFU	1.5
	Yes	Butter Creek Quarry/Currin Pit	MC/Currin Ranch	1N 28 25 TL 700	25-0033	PW #239/224	Basalt	EFU	5
	Yes	Dougherty Pit/Sandhollow	MC/Jerry Dougherty	1S 27 7 TL 505	25-0034	PW# 226	Basalt	EFU	
	Yes	Chick Quarry/Reitmann Pit North	MC/Bridston	1N 23 12 TL 3600, 2200	25-0035	PW #227	Basalt	EFU	4
	Yes	Rugg Quarry/Road Canyon Pit	MC/James Martin	4S 26 22 TL 1502	25-0038	PW #230	Basalt	EFU	4
	Yes	2011 Ruhl Quarry	Rich Ruhl	2S 24 10 TL 600	25-0039	PW #229	Basalt	EFU	1.5
	Yes		Finley Buttes Landfill Company	2N, 3N 26 5, 32 TL 301	25-0040			EFU	>1
	Yes		Easy Way Contracting, Inc.	2N 26 7 TL 501	25-0041	CUP-N-34	Sand & gravel	EFU	1+
	Yes	Hellberg Pit	MC	5N 26 26 TL 206	25-0042	PW #231/241	Rock	EFU	5
	Yes	Zinter Quarry MP 60.45 Wasco-Hep Hwy	ODOT	3S 23 26 TL 3400	25-0043	ODOT #25-018	Basalt 43D	EFU	7.11
	Yes	Halverson Site	MC/Halverson	1S 23 27 TL 2300	25-0044	PW #217	Basalt	EFU	
	Yes	Rivercrest	Rivercrest Farms/Baker Produce South	2N 26 7 TL 500 or 501?	25-0046	Check against 25-0041!!!	Bar Run or Agate	EFU	>1
	Yes	Albert Wright Pit	MC/Wright Century Farm	4S 25 28, 33 TL 3800	25-0050	PW #236	Rock	EFU	4

Inventory of Natural Resources
Aggregate and Mineral Resources

Goal 5 Significant	Farmland Significant	Site Name	Owner	Map and Tax Lot	DOGAMI #	Other Number	Primary Commodity	Zone	Permitted Boundary (acres)
	Yes	Carlson	MCPW/4C Ranches	3S 24 7 TL 1401	25-0051	PW #237	Rock	EFU	5.5
	Yes	Little Butter Creek	MCPW/Currin Ranches	1S 28 TL 1600	25-0052	PW #209	Basalt	EFU	6
	Yes	Hellberg-Wise Pit	Wesley Wise/Max Hellberg	5N 26 26 TL 203	25-0053		Sand & gravel	EFU	5
	Yes	Turner	MCPW/Turner Ranch	2S 27 17 TL 1300	25-0054	PW #219	Basalt	EFU	7.34
	Yes	Madison Section 16	Madison, Kent	3N 27 16 TL 1100	25-0056		Sand & gravel	EFU	2.5
	Yes	Sand Lake	Boardman Tree Farm	3N 26 26 TL 1401	25-0059		Sand & gravel	EFU	1
	Yes	Doherty-Juniper Pit	MCPW/Doherty	1N 25 3 TL 700	25-0061	PW #238	Rock	EFU	10
	Yes	L & M Pit	Miller & Sons/L&M Ranch	2S 26 23, 26, TL 3402, 3301	25-0062		Sand & gravel	EFU	13
	Yes	Padberg Pit	Miller & Sons/Padberg	1S 24 27 TL 3501	25-0067		Basalt	EFU	
	Yes	Heideman Quarry	Heideman/4DG Land Co.	1N 23 19 TL 3102	25-0068		Basalt	EFU	10
	Yes	Ely Canyon Quarry, Heideman II	WI Construction /Heideman	1N 23 28 TL 6001	25-0070		Basalt	EFU	25
	Yes		Wade Aylett	4N 27 28 TL 800	30-0129		Sand & gravel	EFU	
	Yes	Thompson Pit	MC/Brian Thompson	4S 27 TL 900		PW #240, CUP-S-105, MC-C-5-97		EFU	20
	Yes		Kevin Haguewood	1N 23 28 TL 5900		CUP-N-284 AC-040-10 AC(M)-041-10		EFU	
	Yes		John Kilkenny	2S 28 28 TL 1300		CUP-S-297 AC-057-12 AC(M)-058-12		EFU	
	Yes		Madison Farms	3N 27 30 TL 1700		CUP-N 271 AC-018-09 AC(M)-017-09	Basalt	EFU	40
	Yes	Heideman Quarry III	Aaron Heideman	1N 26 (Sections 20 and 21) TL 2801 and 2807	TBD	CUP-N-329 AC-117-18	Predominately Basalt	EFU	20
	Yes	Haguewood Miller	Keven Haguewood/Mark and Shannon Miller	1S 26 (3) TL 300 and 500	TBD	CUP-S-335-19 AC-129-19	Predominately Basalt	EFU	20



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

(For BOC Use)
Item #
lea

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

Staff Contact: Darrell Green
Department:
Short Title of Agenda Item:

Phone Number (Ext):
Requested Agenda Date: 03/27/2019

Draft 2 Owners Representative RFP and associated advertisement/notice

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: 15 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: 101-199-5-40-4401
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Council *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
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 Council, 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):

The draft RFP for an Owners Representative was presented to the Board of Commissioners on March 20th, 2019.

We have made a few edits to the document; 1) I added the optional site tour, 2) I changed the budgeted amount to \$4.5-6M to be reflective of what we discussed, 3) I inserted Progressive Design Build where there was mention of Design Build to emphasize our delivery method, 4) and PDBC where there was DBC, 5) Wheatland confirmed the insurance coverages in the document are adequate, 6) Under Protest Procedure, I added our address for them to mail an appeal, 7) I restated our Insurance coverages in Attachment B number 15, 8) Attachment D, Cost Proposal, specific lines were added to match each phase called out in the RFP, 9) Roberta updated formatting, page numbers, the link for Attachment A and other similar edits.

The attached advertisements were edited from an Owners Rep advertisement submitted to the Daily Journal of Commerce.

2. FISCAL IMPACT:

An estimated \$125,000 to \$150,000

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

Provide additional feedback and corrections or updates to documents. If the RFP is satisfactory, a motion to approve the Owners Rep RFP.

Provide feedback on the notices for the Owners Rep RFP. If satisfactory, a motion to approve the notices and advertise in the Daily Journal of Commerce and The Oregonian.

Attach additional background documentation as needed.

COUNTY OF MORROW
INVITATION TO SUBMIT PROPOSALS FOR
OWNER'S REPRESENTATIVE SERVICES
FOR A NEW GOVERNMENT FACILITY

Proposals Due: 4:00 PM, April 24, 2019

Morrow County, Oregon is requesting proposals from qualified firms for an Owners Representative to provide construction project management services for a new Government Facility.

The Owner's Representative will be responsible for working with the Morrow County Project Team, Contractor and the Design Team, selected by the County, to represent the County's interest in this project.

The City intends to use the Progressive Design Build method of design and construction.

The New Government Facility is estimated to be between 12,000 – 13,000 square feet.

To be considered, interested parties must submit their proposals in accordance with the requirements set forth in the Request for Proposals (RFP). Responses will be reviewed, scored, and ranked according to the criteria and process defined in the RFP. The Owner's Representative selected will be the most qualified as determined through the evaluation process.

The RFP is available on the Morrow County website, <https://www.co.morrow.or.us/rfps>. If, after downloading and reading the information provided in the RFP you have inquiries, please contact Darrell Green, County Administrator via e-mail (dgreen@co.morrow.or.us) or at (541) 676-2529. Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

Proposals shall be submitted in accordance with instructions in the RFP and received at The Office of the County Administrator, 101 N Court Street no later than 4:00 p.m. PST, Wednesday April 24, 2019 addressed to the attention of Darrell Green, County Administrator. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed. The County may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the County and at no cost to the County.

Published April 3, 2019 Daily Journal of Commerce and The Oregonian

****END OF INVITATION ****

OWNER'S REPRESENTATIVE SERVICES FOR A NEW GOVERNMENT FACILITY

April 3, 2019

COUNTY OF MORROW OWNER'S REPRESENTATIVE SERVICES FOR A NEW GOVERNMENT BUILDING Proposals Due: " 4:00 PM, April 24, 2019 INVITATION TO SUBMIT PROPOSALS. The County of Morrow, Oregon is requesting proposals from qualified firms for an Owners Representative to provide construction project management services for a new Government Facility. The Owner's Representative will be responsible for working with the Morrow County Team, Contractor and the Design Team, selected by the County, to represent the County's interest in this project. The County intends to use the Progressive Design Build method of design and construction. The New Government Facility is estimated to be between 12,000 – 13,000 square feet. To be considered, interested parties must submit their proposals in accordance with the requirements set forth in the Request for Proposals (RFP). Responses will be reviewed, scored, and ranked according to the criteria and process defined in the RFP. The Owner's Representative selected will be the most qualified as determined through the evaluation process. The RFP is available on the Morrow County website, <https://www.co.morrow.or.us/rfps>. If, after downloading and reading the information provided in the RFP you have inquiries, please contact Darrell Green, County Administrator via e-mail (dgreen@co.morrow.or.us) or at (541) 676-2529. Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.. Proposals shall be submitted in accordance with instructions in the RFP and received at The Office of the County Administrator, 101 N Court Street, Heppner, OR 97836 no later than 4:00 p.m. PST, Wednesday April 24, 2019 addressed to the attention of Darrell Green, County Administrator. Faxed or electronic (e-mail) responses will not be accepted. Responses received after the designated closing date and time will not be opened or reviewed. The County may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the County, and at no cost to the County. Published Oct. 4, 2017. 11418149

Darrell Green

From: Anna Wedding <awedding@wici.net>
Sent: Monday, March 25, 2019 10:43 AM
To: Darrell Green
Subject: RE: Draft 2 of Owners Rep RFP SSmith 3-21-2019 revised.docx

Hi Darrell,

Just want to confirm this RFP is for the Project Manager and not for a general contractor?

If it is for the Project Manager I think it looks really good.

Thank you!

Anna Wedding
Account Manager
Wheatland Insurance Center
Phone: 541-676-9113
FAX: 541-276-7688
www.wheatlandins.com

"The best compliment we can receive is your referral"

Be sure to LIKE us OnFacebook!

<http://www.facebook.com/wheatlandinsurance>

From: Darrell Green [mailto:dgreen@co.morrow.or.us]
Sent: Monday, March 25, 2019 10:07 AM
To: Anna Wedding <awedding@wici.net>
Subject: Draft 2 of Owners Rep RFP SSmith 3-21-2019 revised.docx

Hello Anna,

The insurance requirements are on page 10 and 21.

Thanks for your help!

Darrell



Request for Proposals (RFP)

Project Management & Owner's Representative Services

Dates Advertised:	April 3, 2019
Optional Site Tour:	April 12, 2019
Request for Clarification Deadline:	April 15, 2019
Submission Deadline:	April 24, 2019
Interview, if needed:	May 1, 2019
Anticipated Award:	May 15, 2019
Selection Protest Deadline:	May 22, 2019

Hand Deliver or Mail Request for Proposals to:

**Morrow County
110 N. Court St., Rm. 201
P.O. Box 788
Heppner, OR 97836
541-676-2529**

**Submit five (5) hard copies and one (1) digital copy on a USB of Proposal.
No facsimile and/or email submission of Request for Proposals will be accepted.**

MORROW COUNTY
PROJECT MANAGER
REQUEST FOR PROPOSALS

Notice is hereby given that Morrow County is seeking Proposals from firms for Project Management/Owner's Representative Services.

DOCUMENTS:

The RFP is available on the Morrow County website <https://www.co.morrow.or.us/rfps> under heading of Project Manager, Request for Proposals. Interested parties may download a complete set of RFQ documents from the Morrow County Bids and RFPs Page at:

<https://www.co.morrow.or.us/rfps>

The estimated value of the project is \$4.5-6M, to construct the Government Building.

Responses will be received until, but not after, **4:00 p.m. April 24, 2019**. Responses to the RFP that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable.

The County may reject any Response not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

The Morrow County Board of Commissioners reserves the right to reject any and all Responses to the RFP and to waive any and all informalities in the best interest of the County.

Morrow County is an Equal Employment Opportunity/Affirmative Action employer. Dated

April 3, 2019

Darrell Green, County Administrator

Published: **April 3, 2019 Daily Journal of Commerce**, East Oregonian, Portland, Salem

INTRODUCTION:

Morrow County, is issuing this Request for Proposals for comprehensive project management and owner's representative services associated with a progressive design-build ("PDB") procurement, PDB contract award, design and construction of a new administration building. (The "Project Management/Owner's Representative Services").

Morrow County is planning on constructing a high performance, low maintenance and low energy consumption building. The proposed building will provide the functional needs of users of the Public Safety Services (Sheriff's Office, District Attorney, Juvenile Department, Justice Court) and Public Services (Veterans Services, Planning Department, County Clerk, County Commissioner and Administration offices). The North Morrow County Government building is proposed to be located in Irrigon, Oregon at the address of 205 Third St NE.

Morrow County is seeking a Consultant to provide project management services, technical advice services and owner's representative services associated with the oversight of the entire Project, which entails assisting in the required public procurement processes as required, assisting in the development of a two-step RFQ/RFP Progressive D-B procurement, overseeing the design and construction process (PDB method planned). Morrow County's mission is to create state-of-the-art buildings that will provide for continuity of Public Safety and Public Service departments. We are looking for an experienced, like-minded firm that will bring creativity, knowledge, extensive resources and entrepreneurial stewardship to this process.

SECTION 1 – GENERAL

1.1 BACKGROUND INFORMATION

The Project needs to consolidate several departments located throughout northern Morrow County into one building/location. We will be locating our Public Safety and Public Service Departments in this building. We have been aware of the need for this building for several years. A feasibility study was completed in 2018 to demonstrate we could construct a building to accommodate our current and future needs on our site with room for future expansion. A careful and accurate development and control of the Project scope, schedule and budget is paramount.

In 2018, Morrow County retained Crow Engineering to conduct a feasibility study to determine the size of building for the property and relative cost of an office building. The results of this study are the basis of the Project. The building is estimated to be 12,500 square feet and cost between \$4.5 and \$6M.

1.2 Optional Site Tour

For potential and interested candidates, an optional site tour and Question and Answer session will be held:

DATE: **April 12, 2019, 10:00 a.m.**
PLACE: **Irrigon Annex/Justice Court Room**
205 Third Street NE
Irrigon, OR 97844

SECTION 2 – SCOPE OF SERVICES

2.1 Anticipated Project Management and Owner's Representative Services

Provide the necessary Project Management services and act as the owner's representative during the Project to construct a new Government Office building to include, but not be limited to the following:

2.2 PROJECT INITIATION AND START-UP SERVICES

1. Perform preliminary review and conceptual evaluation as may be required, including, but not limited to, some or all of the following:
 - A. Review feasibility study (Attachment A), which shall include, but shall not be limited to, the following:
 - a) Review of the Project's initial intent and;
 - b) Provide conceptual recommendations for Project schedule requirements and;
 - c) Review and recommend considerations for site, requirements, limitations and any concerns.
 - B. Summarize Consultant's findings in a written report to the Owner electronically and hard copy.
2. Review and verify the initial Project budget.
3. Develop initial Project schedule.
4. Organize and lead Project initiation planning meeting between all Stakeholders to discuss, verify or discover differences in Project scope, schedule and budget, as contained in the Project Assignment and Project Scope.
5. Develop an initial Project plan (the "Project Plan") to guide the DBC, which shall include:
 - A. Project description
 - B. Project goals and objectives
 - C. Project constraints
 - D. Project assumptions
 - E. Project Stakeholder list to include:
 - a) Active Project team members
 - b) Team roles and responsibilities
 - F. Work breakdown structure to include:
 - a) Major Project deliverables for the Stakeholders with active roles and assignments
 - b) Assignments
 - c) Schedule of major deliverables
 - G. The plan which defines the following required elements involved in changing Project scope or schedule (the "Change Control Plan"):
 - a) The process
 - b) The decision makers
 - c) Levels of approval authority
 - H. Communication plan which defines the means, methods and levels of participation in, and distribution of Project documentation and reports.
6. Prepare and provide initial Project Plan to Stakeholders for review and comments.
7. Finalize Project Plan.

2.3 PROPOSAL PHASE SERVICES

1. Assist the Owner procurement personnel in the proposal process, including but not limited to, establishing project scope, participating in pre-proposal conferences, responding to questions from proposers, clarifying proposal documents, and attending proposal openings.
2. Assist and attend the pre-construction Charrette meeting.
3. Participate in the Owner's proposal evaluation process which may include interview/presentation process. Owner will retain decision-making authority to select the DBC.

2.4 DESIGN AND CONSTRUCTION PHASE SERVICES

1. Represent Owner by, reviewing the work required for the design and construction of the Project (the "Progressive Design-Build Work") and manage the project phases in accordance with initial and revised Project Plan to ensure Owner is fully informed about the progress of the Progressive Design-Build Work.

2. Represent Owner in all DBC meetings by:
 - A. Attending all design and construction meetings.
 - B. Obtaining copies of meeting minutes.
 - C. Insuring that all meeting minutes accurately reflect the tracking of issues, issue assignments, deadlines, completion of assignments, failure to complete assignments, decisions, conclusions and other data deemed pertinent.
 - D. Ensuring the distribution of required records of all meetings, minutes, and work product.
3. Administer the Change Control Plan procedures so that they are followed by the PDBC in revising the Project Plan to reflect changes in the scope of Progressive Design-Build Work.
4. Receive, maintain, and distribute the Project documents, including:
 - A. Correspondence with Owner.
 - B. Correspondence with DBC.
 - C. Correspondence with Stakeholders, if applicable.
 - D. Retain and file the Project Documents in accordance with the Owner File Code System.
5. Review all phases of design document development, including but not limited to programming, schematic design, design development and construction documents development, for clarity and accuracy. Coordinate the review by the Owner and **General Maintenance** representative at all stages during the design development phases.
6. Perform necessary review of the Progressive Design-Build Work for compliance with the plans and specifications that govern the Project (the "PDBC Documents").
7. Review PDBC's applications for payments for accuracy and compliance with the contract documents. Submit reviewed applications to the Owner.
8. Review PDBC's change order proposals for accuracy, appropriate pricing, and compliance with Progressive Design-Build contract, including compliance with the current "State of Oregon Standard General Conditions for Public Improvement Contracts" Attachment C (the "General Conditions").
9. Maintain a master Project schedule with appropriate input from the PDBC.
10. Provide weekly accurate updates to the Owner as to status of Substantial Completion and Final Completion, and dates for the Progressive Design-Build Work and changes in the schedule.
11. Provide advance notice to the Owner and other Stakeholders as requested by the Owner of Design-Build Work start, Design-Build Work stop, and all potential issues affecting building occupants or other Stakeholders as defined in the Project Plan.
12. Consult with PDBC and assist the Owner and employees in preparing and implementing a coordinated move plan for each phase of the Project.
13. Participate in Substantial Completion walk-through session with **General Maintenance** and the Owner to prepare the contents of the "punch list" of outstanding items remaining to be completed by the DBC prior to Final Completion. Coordinate the issuance and sign-off of the Certificate of Substantial Completion.
14. Participate in a Final Completion walk-through session with the Owner and conducted by **General Maintenance** to verify that all punch list items have been completed and all other issues required for Final Completion have been met in accordance with, and allowing for, the issuance of the Statement of Final Completion.

2.5 PROJECT CLOSEOUT PHASE SERVICES

1. Ensure that PDBC has complied with all requirements of the Progressive Design-Build contract to turn over full possession of the building to Facility Owner and employees.
2. In consultation with the Owner, review the PDBC's closeout of the Project.
3. Assist the Owner in finalizing the Progressive Design-Build post construction evaluation form.

2.6 POST DESIGN-BUILD CONSTRUCTION AND WARRANTY PHASE SERVICES

1. Coordinate turnover of completed space to the Owner and employees who will occupy the Project site; coordinate system and equipment start-up with the Owner's maintenance personnel; and assist employees in preparing and implementing a coordinated move plan, if applicable.
2. Ensure that all Project closeout items (i.e. bonds, warranties, record drawings, as-built drawings, etc.) have been received from the DBC prior to final payment.
3. Review and document conditions prior to and after employees move in, including, but not limited to, any alleged claims for damage to completed and previously accepted Progressive Design-Build Work, if the Owner occupies the Project or any portion thereof prior to final completion of the Design-Build Work by the PDBC.

2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION

Prepare or assist in the research and preparation of the necessary documentation and chronology of events as may be required in the development of a response to a claim or resolution of a dispute related to the Project that, by mutual agreement with the Owner, falls outside the boundaries of normal project management administration services originally planned for or considered to be unusual by industry standards and totally unanticipated in a Project typical to this one and therefore not previously included in the Scope of Basic Services. This task will be only for the assistance in the development of a supporting file.

SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA

3.1 FIRM AND STAFF QUALIFICATIONS

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar Counties, and public sector construction programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of managing and staying within pre-determined project budgets, and responsiveness to this RFP. The following factors are important for further consideration and evaluation, please limit responses to 2 pages.

- 1. Technical Competence**
Experience, training, and proven expertise in Progressive Design Build and the Services to be provided.
- 2. Staffing Capabilities**
The capability under current workloads to perform the work within the desired timeframe. The availability and depth of experience of qualified staff will be considered. Special emphasis will be given to the proposed program manager, project managers and other key personnel.
- 3. Project Approach and Planning**
Work methodology, management structure, and any other indications of company processes that would improve construction planning and reduce the impact of unexpected conditions.
- 4. Past Performance Record**
Past performance in providing quality projects in an efficient, budgeted, and timely manner. The quality of the work could be an indication of exercising good judgment in foreseeing future problems,

accurately estimating potential change orders and knowing the impact of change orders on the overall construction cost of the project. The firm's experience with other public projects of a similar nature is important.

5. Experience in Resolving Contract Disputes

Proven claims avoidance and claims resolution record.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals, specifically the proposed program manager and any project manager to be assigned to this program, will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm followed by a question and answer session. Interviews will be approximately 45 minutes for the presentation and 30 minutes for Q & A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest-ranking firm. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm will commence.

The County may request additional information regarding the demonstrated competence and qualifications, and expects to check references. The County expects but is not bound to award contract in **May 2019**.

3.2 LIMITATIONS

This RFP does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firm. The awarding of one or more contract is at the sole discretion of the County.

SECTION 4 – RFP

FIRM BACKGROUND AND RESOURCES

The Qualifications shall be organized as listed below with the following sections:

Part 1:

- a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
- b. Identify legal form, ownership, and senior leadership by firm.
- c. Describe number of years in business and types of business conducted.
- d. Describe firm's experience in Progressive Design Build projects and specific knowledge of project type.
- e. Location of office from which work will be performed / dispatched.
- f. Typical fee schedule, such as lump sum, percentage or hourly. Provide pricing for this Project.

Part 2:

Team members who will be assigned to the County's project. Provide organizational chart and resumes for proposed members. Describe public agency project experience of program manager, project manager, and other key staff.

- a. Provide a brief history of expertise and role
- b. Describe number of years of experience and types of business conducted.
- c. Location or office from which work will be performed / dispatched.
- d. List a minimum of three (3) projects which member has been involved, special consideration for correctional projects.
- e. Professional credentials, if any

Part 3:

List relevant public projects in the last five (5) years, of firm or key team members including:

- a. Project name/location (maximum five (5) and include brief description)
- b. Year completed/current status
- c. Construction value (budget v. final cost)
- d. Client (County name) and contact
- e. Change order percentage

Part 4:

Management approach.

- a. Provide a brief overview as to your proposed strategy and approach to implementing the County's project.
- b. Identify proposed consultants, if any.

Part 5:

References:

- a. Referrals -Include three (3) relevant client references. Client references and letters of recommendation must include name of client, title, address, telephone number and email address.

Appendix: Résumés and Letters of Recommendation.

4.2 RFP SIZE AND FORMAT

Proposals shall be bound in a booklet or binder and shall not exceed 20 pages (8.5" by 11"), not including a cover letter, section dividers, and resumes of key staff. It is not necessary to provide a company brochure or other marketing material. Five (5) hard copies and one (1) digital copy on a flash drive of the submittal shall be provided for the use by the County. Proposals must be submitted by the date and time indicated below. Proposals not submitted by that time will be returned unopened. Proposals shall not be valid unless sealed in a single envelope or box marked:

"Project Management/Ownership Services for Morrow County" and received by:

Morrow County

Attn: Darrell Green

110 N. Court St., Rm. 201

P.O. Box 788

Heppner, OR 97836

4.3 SUBMISSION DUE DATE

Proposals are due no later than **April 24, 2019 at 4:00 p.m.** Facsimile and electronic submissions will not be considered.

4.4 ENCLOSURES

Attachment A: Feasibility Report of Building (Information Only)

Attachment B: Sample contract.

Attachment C: State of Oregon General Conditions

Attachment D: Cost Proposal Form

4.5 CLARIFICATIONS

Refer all inquiries concerning this RFP to:

Darrell Green County Administrator
P.O. Box 788
Heppner, OR 97836
(541) 676-2529
dgreen@co.morrow.or.us

A review team comprised of Morrow County Commissioners, County Administrator, the Project Consultant and possible community members will evaluate each firm's submission based upon the criteria stated in this Request for Proposals and the ability to execute the services. The top application or applications will be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firm that the County considers most qualified. The successful Proposer will be requested to enter into a contract substantially similar to the Services Contract, Attachment B. The County reserves the right to negotiate modifications to Statements of Proposals and subsequent Morrow County Services Contract that it deems acceptable. The County reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the criteria listed below. All criteria will be graded on a point scale as listed below, with 8 being the lowest score possible score.

Category	Rating
1. Technical Competence with PDB	1 - 20
2. Staffing Capabilities	1 - 10
3. Management/Project Approach	1 - 10
4. Past Record and References	1 - 10
5. Resolving Contract Disputes	1 - 10
6. Availability and Familiarity with Morrow County	1 - 20
7. Fee Schedule	1 - 10
8. Met ALL Proposal Requirements in RFP	1 - 10
TOTAL SCALE SCORE	8 - 100

RESERVATIONS:

The County reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the County. The County reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFP as best serves the needs of the County. The County may cancel the procurement or reject any or all proposals in accordance with ORS 279B.120.

DESIGNATED CONTACT:

The awarded firm shall appoint a person to act as a primary contact with the County. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the Contract.

INSURANCE REQUIREMENTS:

Include Proof of Insurance furnished by the applicant's carrier to guarantee the applicant is insured. The awarded applicant must file with the County, certificates of insurance prior to commencement of work evidencing the County as a certificate holder as additionally insured with the following minimum coverage:

Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit,

\$2,000,000 Comprehensive general liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project, a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

INDEMNIFICATION:

The Proposer shall defend, indemnify, save and hold the County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by County and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the Proposer shall, at its expense, secure and provide to the County, prior to beginning performance under a contract, all insurance coverage as required in this RFP.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

ASSURANCES:

The Proposer shall provide a statement of assurance (Attachment E) that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Oregon and ordinances and regulations of the County will apply.

PROJECT RECORDS:

The awarded Proposer shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods. The County reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Oregon Public Disclosure Statutes. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

DEVIATIONS FROM SPECIFICATIONS:

Proposers shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the County.

NO COLLUSION:

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

SUBMITTAL WITHDRAWAL:

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the County, if the following is established:

1. That the Proposer acted in good faith in submitting the submittal;
2. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
3. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
4. That the error was discovered and communicated to the County within twenty –four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
5. The Proposer submits documentation and an explanation of how the error was made.

PROTEST PROCEDURE:

1. All proposals will become part of the public record for this Project, without obligation to the County. The County reserves the right to reject any or all proposals received as a result of this RFP and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Architects will be held to the terms submitted in their proposals.

2. Requests for changes or clarifications of the Request for Proposals shall be delivered in writing by 2:00 p.m. on April 15, 2019. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Proposals, shall be delivered in writing by 2:00 p.m. on April 16, 2019, as stated in the Calendar of

Events and to the Contact Person. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone, facsimile, or email protests or requests will be accepted. The County will consider all protests and requested changes and, if appropriate, amend the RFP. Only amendments issued in writing by the County will change the requirements, specifications, or provisions of this RFP.

3. Any Proposer responding to the RFP claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 4:00 p.m. on May 22, 2019 as stated in the Schedule set forth in the Calendar of Events. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.

4. In order to be considered, a protest shall be in writing and shall include:

- a. The name and address of the aggrieved person;
- b. The contract title under which the protest is submitted;
- c. A detailed description of the specific grounds for protest and any supporting documentation;
- d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest;
- e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, 110 N. Court St., Heppner, OR 97836; and
- f. The label "Protest".

5. Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties.

The County's decision may be appealed to the Board of Commissioners by written notice together with all supportive evidence, received at the address Morrow County, PO Box 788, Heppner, OR 97836, not more than two (2) working days after receipt of the decision. The Board of Commissioner's decision shall be final and conclusive.

6. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the County's final decision.

7. The County shall retain this RFP and one copy of each original response received from all responding Consultants, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after proposer selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemptions from disclosure apply only “unless the public interest requires disclosure in the particular instance.” Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

b. In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive.

Attachment A:

Crow Engineering Feasibility Study of North County Government Building

https://drive.google.com/open?id=13e6eZ44HwpE1Wydg4ADx_C1oRT6iDXOm

Attachment B:

MORROW COUNTY REQUEST FOR PROPOSALS Proposed Contract Terms and Conditions

MORROW COUNTY SERVICES CONTRACT

This Contract is made and entered into by and between Morrow County, a political subdivision of the State of Oregon, hereinafter "County", and _____, hereinafter referred to as "Contractor".

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. **Effective Date.** This Contract is effective upon execution by all parties and will continue to be in effect until _____, unless extended by mutual written agreement of the parties.

2. **Scope of Work.** Contractor shall perform all services described in RFP Scope of Services (Section 2) incorporated herein.

3. **Consideration.** County shall pay Contractor as follows: _____. The maximum payment under this Contract, including expenses is _____. Contractor shall submit an invoice to County Attn: Finance Department, PO Box 867, Heppner, OR 97836 within 30 days after the work is completed. County shall pay invoice within 30 days of receipt for all work completed and accepted by County.

Notwithstanding any other provision of this Contract, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the Contractor.

4. **Authorized Representatives.** The parties designate the following individuals to be their respective authorized representative for all matters with respect to the Work to be performed under this Contract:

Morrow County

Darrell Green

(541) 676-2529

dgreen@co.morrow.or.us

Contractor

Name: _____

Phone: _____

Email: _____

5. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall Contractor be considered an employee of County. Contractor will provide all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Contract. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

6. Ownership of Work Product. For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

7. **Representations and Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall in accordance with professional standards applicable to the work. The professional standards applicable to this Work shall be defined as the care and skill generally expected of a similar firm, providing similar services on a similar project of similar complexity in the same geographical area.

8. **Records Maintenance.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examination and copying.

9. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established

pursuant to those laws, including, without limitation, the following:

a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.

d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from Morrow County authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of Morrow County. County may, at its election and expense, assume its own defense and settlement.

11. **Subcontracting.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Contractor. County's consent to any subcontract under this Contract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

12. **Termination.** This Contract may be terminated as follows:

- a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. Either County or Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the material breach has not entirely cured the breach within 15 days of the date of the notice, (except as otherwise provided in this section 12(c)). developed an acceptable plan for the cure of the material breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding section 12(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

13. Payment on Early Termination. Upon termination pursuant to Section 5, payment shall be made as follows:

a. If terminated under 12(a) or 12(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

b. If terminated under 12(c) by the Contractor due to a material breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

c. If terminated under 12(c) or 12(d) by the County due to a material breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

14. Remedies. In the event of material breach of this Contract the Parties shall have the following remedies:

a. If terminated under 12(c) by the County due to a material breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

b. In addition to the remedies in sections 12 and 14 for a material breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

c. If the County materially breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. Limitations of Liability. Except for liability arising under or related to Section 12, 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.

16. Insurance. Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit,

\$2,000,000. Comprehensive general liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

17. Debt Limitation and Non-Appropriation. This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Morrow County Board of County Commissioners.

18. No Third-Party Beneficiaries; Successors and Assigns. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Nothing in this Contract is intended to require any party to do or undertake any activity which it is not authorized to do. This Contract shall be binding upon and inure to the benefit of the County, Contractor, and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.

19. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

20. Entire Agreement; Waiver. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. Governing Law; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Morrow County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Contract, hereby consents to the in-persona jurisdiction of said courts.

22. Attorney Fees. In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

ATTACHMENT C

STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT

Refer to link:

<https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

ATTACHMENT D

COST PROPOSAL:

Inclusive of all Services to be performed/provided by the Proposer for the Owner for the Project, which currently contemplates the use of a progressive design-build project delivery method, as more particularly described in the RFP under section 2, Scope of Services.

NOTE: Provide backup information and detailed breakdowns on any line items that total over \$5,000.00.

2.2 PROJECT INITIATION AND START-UP SERVICES	\$ _____
2.3 PROPOSAL PHASE SERVICES	\$ _____
2.4 DESIGN AND CONSTRUCTION PHASE SERVICES	\$ _____
2.5 PROJECT CLOSEOUT PHASE SERVICES	\$ _____
2.6 POST PROGRESSIVE DESIGN BUILD CONSTRUCTION AND WARRANTY PHASE SERVICES	\$ _____
2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION	\$ _____
TOTAL NTE FEE (Not to Exceed)	\$ _____

Authorized Signature and Date: _____

Typed or Printed Name and Title of Signatory: _____

FEIN ID# (required): _____

DUNS# (required): _____

Business Telephone Day: _____

Eves/Weekends: _____

Mobile: _____

Fax: _____

Email: _____

ATTACHMENT E

**MORROW COUNTY
REQUEST FOR PROPOSALS
Proposer Representations and Certifications**

FAILURE TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

OFFEROR

NAME: _____

ADDRESS: _____ **CITY STATE ZIP** _____

TELEPHONE NUMBER: _____ **FAX:** _____ **WEBSITE** _____

STATE OF INCORPORATION: _____ **DATE OF INCORPORATION** _____

BUSINESS DESIGNATION: CORPORATION___ SOLE-PROPRIETOR___ PARTNERSHIP___
S.CORP___ NON-PROFIT___ GOVERNMENT___ OTHER___

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of _____ and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;

"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, has a business address in this state and has stated in the bid

whether the bidder is a "resident bidder." ORS 279A.120 (1) (b);

4. Any false statement may disqualify this offer from further consideration or because of contract termination; and

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- The Offeror

certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Print Name _____

Title _____

Date: _____

Contractor:

Date:

Morrow County:

Commission Chair

Commissioner

Commissioner

Date:

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Request for Proposals (RFP)

Project Management & Owner's Representative Services

Dates Advertised:	December 19, 2018 <u>April 3, 2019</u>
and January 2, 2019	
Optional Site Tour:	<u>April 12, 2019</u>
Request for Clarification Deadline:	<u>April 15, 2019</u>
Submission Deadline:	January 17 <u>April 24, 2019</u>
Interview, if needed:	January 23 <u>May 1, 2019</u>
Anticipated Award:	February 13 <u>May 15, 2019</u>
Selection Protest Deadline:	<u>May 22, 2019</u>

Hand Deliver or Mail Request for Proposals to:

Morrow County
110 N. Court St., Rm. 201
P.O. Box 788
Heppner, OR 97836
541-676-2529

Submit five (5) hard copies and one (1) digital copy on a flash drive USB of Statements of Qualification Proposal.

No facsimile and/or email submission of Statements of Qualification Request Request for Proposals will be accepted.

~~January 19, 2019~~

Commented [SS*E1]: These are in past. They should be dates of when you advertise/post it.

Commented [DG2]: Correct, once I have approval from the Board of Commissioners, I will create a time line

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Commented [SS*E3]: You will have to update these and maybe you already know that.

**MORROW COUNTY
PROJECT MANAGER
REQUEST FOR PROPOSALS**

Notice is hereby given that Morrow County is seeking Proposals from firms for Project Management/Owner's Representative Services.

DOCUMENTS:

The RFP is available on the Morrow County website <https://www.co.morrow.or.us/rfps> under heading of Project Manager, Request for Proposals. Interested parties may download a complete set of RFQ documents from the Morrow County Bids and RFPs Page at:

<https://www.co.morrow.or.us/rfps>

The estimated value of the project is \$4.5-6M, to construct the Government Building.

~~A mandatory or optional pre-proposal meeting will be held by the County at 1:00 P.M. January 8, 2019; at 1:250 SE 19th, Warrenton, Oregon relevant to this Request for Proposals~~

Responses will be received until, but not after, ~~24:00 p.m. January 17~~ April 24, 2019. Responses to the RFP that are received after the closing time will not be opened and will be returned unopened. Delivery to an office other than the office identified above is not acceptable.

The County may reject any Response not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

The Morrow County Board of Commissioners reserves the right to reject any and all Responses to the RFP and to waive any and all informalities in the best interest of the County.

Morrow County is an Equal Employment Opportunity/Affirmative Action employer. Dated

~~December 19~~ April 3, 2019

Darrell Green, County Administrator

Published: ~~December 19, 2018 and January 2, 2019~~ April 3, 2019 Daily Journal of Commerce, East Oregonian, Portland, Salem

Commented [SS*E4]: I typically justify things to make it look more professional but it isn't necessary.

Commented [DG5]: Justify? Would that be below in the Intro and background?

Commented [SS*E6]: No justify is when you line it up like these I did here for you, the bars right under "MAILINGS" above in your toolbar.

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Commented [DG7]: Will publish once the Board of Commissioners approve

Commented [SS*E8]: What did you publish? Or did you?

INTRODUCTION:

Morrow County, is issuing this Request for Proposals for comprehensive project management and owner’s representative services associated with a progressive design-build (“PDB”) procurement, PDB contract award, design and construction of a new administration building. (The “Project Management/Owner’s Representative Services”).

Morrow County is planning on constructing a high performance, low maintenance and low energy consumption building. The proposed building will provide the functional needs of users of the Public Safety Services (Sheriff’s Office, District Attorney, Juvenile Department, Justice Court) and Public Services (Veterans Services, Planning Department, County Clerk, County Commissioner and Administration offices). The North Morrow County Government building is proposed to be located in Irrigon, Oregon at the address of 205 Third St NE.

Morrow County is seeking a Consultant to provide project management services, technical advice services and owner’s representative services associated with the oversight of the entire Project, which entails assisting in the required public procurement processes as required, assisting in the development of a two-step RFQ/RFP Progressive D-B procurement, overseeing the design and construction process (PDB method planned). Morrow County’s mission is to create state-of-the-art buildings that will provide for continuity of Public Safety and Public Service departments. We are looking for an experienced, like-minded firm that will bring creativity, knowledge, extensive resources and entrepreneurial stewardship to this process.

Commented [DG9]: Robynne Parkinson says two, but Day CPM says it can be done in one. Probably finalize that later.

Commented [SS*E10]: It is completely up to you I have done them as one step and two step both LoL go figure ☺

Commented [SS*E11]: You reference two step here are you wanting to do a two step or one step for the project this owners rep will help you with? If one step change language here if not all good.

SECTION 1 – GENERAL

1.1 BACKGROUND INFORMATION

The Project needs to consolidate several departments located throughout northern Morrow County into one building/location. We will be locating our Public Safety and Public Service Departments in this building. We have been aware of the need for this building for several years. A feasibility study was completed in 2018 to demonstrate we could construct a building to accommodate our current and future needs on our site with room for future expansion. A careful and accurate development and control of the Project scope, schedule and budget is paramount.

In 2018, Morrow County retained Crow Engineering to conduct a feasibility study to determine the size of building for the property and relative cost of an office building. The results of this study are the basis of the Project. The building is estimated to be 12,500 square feet and cost between \$34.5 and \$36.5 M.

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1.2 Optional Site Tour

For potential and interested candidates, an optional site tour and Question and Answer session will be held:

DATE: April 12, 2019, 10:00 a.m.
PLACE: Irrigon Annex/Justice Court Room
205 Third Street NE
Irrigon, OR 97844

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A full copy of the RFP project is available on the County’s website at:
<https://www.co.morrow.or.us/rfps>

A mandatory pre-proposal conference will be held on January 8, 2019, starting at 1:00 pm at 1250 SE 19th, Warrenton OR.

SECTION 2 – SCOPE OF SERVICES

2.1 Anticipated Project Management and Owner's Representative Services

Provide the necessary Project Management services and act as the owner's representative during the Project to construct a new Government Office building to include, but not be limited to the following:

2.2 PROJECT INITIATION AND START-UP SERVICES

1. Perform preliminary review and conceptual evaluation as may be required, including, but not limited to, some or all of the following:
 - A. ~~Perform a Review~~ feasibility study (Attachment A), which shall include, but shall not be limited to, the following:
 - a) Review of the Project's initial intent and;
 - b) Provide conceptual recommendations for Project schedule requirements and;
 - c) Review and recommend considerations for site, requirements, limitations and any concerns.
 - B. Summarize Consultant's findings in a written report to the Owner electronically and hard copy.
2. Review and verify the initial Project budget.
3. Develop initial Project schedule.
4. Organize and lead Project initiation planning meeting between all Stakeholders to discuss, verify or discover differences in Project scope, schedule and budget, as contained in the Project Assignment and Project Scope.
5. Develop an initial Project plan (the "Project Plan") to guide the DBC, which shall include:
 - A. Project description
 - B. Project goals and objectives
 - C. Project constraints
 - D. Project assumptions
 - E. Project Stakeholder list to include:
 - a) Active Project team members
 - b) Team roles and responsibilities
 - F. Work breakdown structure to include:
 - a) Major Project deliverables for the Stakeholders with active roles and assignments
 - b) Assignments
 - c) Schedule of major deliverables
 - G. The plan which defines the following required elements involved in changing Project scope or schedule (the "Change Control Plan"):
 - a) The process
 - b) The decision makers
 - c) Levels of approval authority
 - H. Communication plan which defines the means, methods and levels of participation in, and distribution of Project documentation and reports.
6. Prepare and provide initial Project Plan to Stakeholders for review and comments.
7. Finalize Project Plan.

2.3 PROPOSAL PHASE SERVICES

1. Assist the Owner procurement personnel in the proposal process, including but not limited to, establishing project scope, participating in pre-proposal conferences, responding to questions from proposers, clarifying proposal documents, and attending proposal openings.
2. Assist and attend the pre-construction Charrette meeting.
3. Participate in the Owner's proposal evaluation process which may include interview/presentation process. Owner will retain decision-making authority to select the DBC.

2.4 DESIGN AND CONSTRUCTION PHASE SERVICES

1. Represent Owner by, reviewing the work required for the design and construction of the Project (the "Progressive Design-Build Work") and manage the project phases in accordance with initial and revised Project Plan to ensure Owner is fully informed about the progress of the Progressive Design-Build Work.
2. Represent Owner in all DBC meetings by:
 - A. Attending all design and construction meetings.
 - B. Obtaining copies of meeting minutes.
 - C. Insuring that all meeting minutes accurately reflect the tracking of issues, issue assignments, deadlines, completion of assignments, failure to complete assignments, decisions, conclusions and other data deemed pertinent.
 - D. Ensuring the distribution of required records of all meetings, minutes, and work product.
3. Administer the Change Control Plan procedures so that they are followed by the PDBC in revising the Project Plan to reflect changes in the scope of Progressive Design-Build Work.
4. Receive, maintain, and distribute the Project documents, including:
 - A. Correspondence with Owner.
 - B. Correspondence with DBC.
 - C. Correspondence with Stakeholders, if applicable.
 - D. Retain and file the Project Documents in accordance with the Owner File Code System.
5. Review all phases of design document development, including but not limited to programming, schematic design, design development and construction documents development, for clarity and accuracy. Coordinate the review by the Owner and General Maintenance representative at all stages during the design development phases.
6. Perform necessary review of the Progressive Design-Build Work for compliance with the plans and specifications that govern the Project (the "PDBC Documents").
7. Review PDBC's applications for payments for accuracy and compliance with the contract documents. Submit reviewed applications to the Owner.
8. Review PDBC's change order proposals for accuracy, appropriate pricing, and compliance with Progressive Design-Build contract, including compliance with the current "State of Oregon Standard General Conditions for Public Improvement Contracts" Attachment C (the "General Conditions").
9. Maintain a master Project schedule with appropriate input from the PDBC.
10. Provide weekly accurate updates to the Owner as to status of Substantial Completion and Final Completion, and dates for the Progressive Design-Build Work and changes in the schedule.
11. Provide advance notice to the Owner and other Stakeholders as requested by the Owner of Design-Build Work start, Design-Build Work stop, and all potential issues affecting building occupants or other Stakeholders as defined in the Project Plan.
12. Consult with PDBC and assist the Owner and employees in preparing and implementing a coordinated move plan for each phase of the Project.
13. Participate in Substantial Completion walk-through session with General Maintenance and the Owner to prepare the contents of the "punch list" of outstanding items remaining to be completed by the DBC prior to Final Completion. Coordinate the issuance and sign-off of the Certificate of Substantial Completion.
14. Participate in a Final Completion walk-through session with the Owner and conducted by General

Commented [SS*E12]: I put a few of these in so you can see how to number them.

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Maintenance to verify that all punch list items have been completed and all other issues required for Final Completion have been met in accordance with, and allowing for, the issuance of the Statement of Final Completion.

2.5 PROJECT CLOSEOUT PHASE SERVICES

1. Ensure that P-DBC has complied with all requirements of the Progressive Design-Build contract to turn over full possession of the building to Facility Owner and employees.
2. In consultation with the Owner, review the PDBC's closeout of the Project.
3. Assist the Owner in finalizing the Progressive Design-Build post construction evaluation form.

2.6 POST DESIGN-BUILD CONSTRUCTION AND WARRANTY PHASE SERVICES

1. Coordinate turnover of completed space to the Owner and employees who will occupy the Project site; coordinate system and equipment start-up with the Owner's maintenance personnel; and assist employees in preparing and implementing a coordinated move plan, if applicable.
2. Ensure that all Project closeout items (i.e. bonds, warranties, record drawings, as-built drawings, etc.) have been received from the DBC prior to final payment.
3. Review and document conditions prior to and after employees move in, including, but not limited to, any alleged claims for damage to completed and previously accepted Progressive Design-Build Work, if the Owner occupies the Project or any portion thereof prior to final completion of the Design-Build Work by the PDBC.

2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION

Prepare or assist in the research and preparation of the necessary documentation and chronology of events as may be required in the development of a response to a claim or resolution of a dispute related to the Project that, by mutual agreement with the Owner, falls outside the boundaries of normal project management administration services originally planned for or considered to be unusual by industry standards and totally unanticipated in a Project typical to this one and therefore not previously included in the Scope of Basic Services. This task will be only for the assistance in the development of a supporting file.

SECTION 3 – SELECTION CRITERIA PROCESS AND EVALUATION CRITERIA

3.1 FIRM AND STAFF QUALIFICATIONS

Qualifications will be evaluated based on each firm's capabilities, approach, methodology and relevant experience with similar Counties, and public sector construction programs. The County will further evaluate proposing firms based on their performance history, proposed personnel and team members, knowledge of the County, technical capabilities, track record of managing and staying within pre-determined project budgets, and responsiveness to this RFP. The following factors are important for further consideration and evaluation, please limit responses to 2 pages.

1. Technical Competence

Experience, training, and proven expertise in Progressive Design Build and the Services to be provided.

2. Staffing Capabilities

The capability under current workloads to perform the work within the desired timeframe. The availability and depth of experience of qualified staff will be considered. Special emphasis will be

- given to the proposed program manager, project managers and other key personnel.
3. **Project Approach and Planning**
Work methodology, management structure, and any other indications of company processes that would improve construction planning and reduce the impact of unexpected conditions.
 4. **Past Performance Record**
Past performance in providing quality projects in an efficient, budgeted, and timely manner. The quality of the work could be an indication of exercising good judgment in foreseeing future problems, accurately estimating potential change orders and knowing the impact of change orders on the overall construction cost of the project. The firm's experience with other public projects of a similar nature is important.
 5. **Experience in Resolving Contract Disputes**
Proven claims avoidance and claims resolution record.

The County may, at its discretion, interview one or more firms for further consideration. The key individuals, specifically the proposed program manager and any project manager to be assigned to this program, will be expected to attend the interview and lead the discussion. In the event the County conducts interviews, it will include a short introductory period for the firm followed by a question and answer session. Interviews will be approximately 30-45 minutes for the presentation and 30 minutes for Q & A, at the discretion of the County's interview team.

Based upon the final rankings, the County will attempt to negotiate an acceptable contract with the highest-ranking firm. If an acceptable contract cannot be negotiated, written notice will be provided, and negotiations with the next highest-ranking firm will commence.

The County may request additional information regarding the demonstrated competence and qualifications, and expects to check references. The County expects but is not bound to award contract in February-May 2019.

3.2 LIMITATIONS

This RFP does not commit the County to award a contract and the County will not reimburse a proposing firm for any costs incurred in responding. The County reserves the right to reject any or all Proposals or proposing firm. The awarding of one or more contract is at the sole discretion of the County.

SECTION 4 – RFP

FIRM BACKGROUND AND RESOURCES

The Qualifications shall be organized as listed below with the following sections:

Part 1:

- a. Provide a brief history of your firm, and if a joint venture or partnership, of each participating firm.
- b. Identify legal form, ownership, and senior leadership by firm.
- c. Describe number of years in business and types of business conducted.
- d. Describe firm's experience in Progressive Design Build projects and specific knowledge of project type.
- e. Location of office from which work will be performed / dispatched.
- f. Typical fee schedule, such as lump sum, percentage or hourly. Provide pricing for this Project.

Part 2:

Team members who will be assigned to the County's project. Provide organizational chart and resumes for proposed members. Describe public agency project experience of program manager, project manager, and other key staff.

- a. Provide a brief history of expertise and role

Commented [SS*E13]: I suggest 45 minutes for this part.

Commented [SS*E14]: I also have templates regarding interviews and presentations if you need them. Okay I probably have everything you will need you just have to let me know what you want LoL. I suppose I should do more trainings for folks I have done 2 so far for OPPIA and one for DBIA NW chapter. I will be at the OPPIA Spring conference this year in May and of course DBIA conference in Vegas in November.

- b. Describe number of years of experience and types of business conducted.
- c. Location or office from which work will be performed / dispatched.
- d. List a minimum of three (3) projects which member has been involved, special consideration for correctional projects.
- e. Professional credentials, if any

Part 3:

List relevant public projects in the last five (5) years, of firm or key team members including:

- a. Project name/location (maximum five (5) and include brief description)
- b. Year completed/current status
- c. Construction value (budget v. final cost)
- d. Client (County name) and contact
- e. Change order percentage

Part 4:

Management approach.

- a. Provide a brief overview as to your proposed strategy and approach to implementing the County's project.
- b. Identify proposed consultants, if any.

Part 5:

References:

- a. Referrals -Include three (3) relevant client references. Client references and letters of recommendation must include name of client, title, address, telephone number and email address.

Appendix: Résumés and Letters of Recommendation.

4.2 RFP SIZE AND FORMAT

Proposals shall be bound in a booklet or binder and shall not exceed 20 pages (8.5" by 11"), not including a cover letter, section dividers, and resumes of key staff. It is not necessary to provide a company brochure or other marketing material. Five (5) hard copies and one (1) digital copy on a flash drive of the submittal shall be provided for the use by the County. Proposals must be submitted by the date and time indicated below. Proposals not submitted by that time will be returned unopened. Proposals shall not be valid unless sealed in a single envelope or box marked:

"Project Management/Ownership Services for Morrow County" and received by:

Morrow County
 Attn: Darrell Green
 110 N. Court St., Rm. 201
 P.O. Box 788
 Heppner, OR 97836

4.3 SUBMISSION DUE DATE

Proposals are due no later than ~~January 17~~ **April 24, 2019 at 42:00 p.m.** Facsimile and electronic submissions
PROJECT MANAGER RFP Page 8 of 213

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will not be considered.

4.4 ENCLOSURES

- Attachment A: Feasibility Report of Building (Information Only)
- Attachment B: Sample contract.
- Attachment C: State of Oregon General Conditions
- Attachment D: Cost Proposal Form

4.5 CLARIFICATIONS

Refer all inquiries concerning this RFQ-RFP to:

Darrell Green County Administrator
 P.O. Box 788
 Heppner, OR 97836
 (541) 676-2529
dgreen@co.morrow.or.us

A review team comprised of Morrow County Commissioners, County Administrator, the Project Consultant and possible community members will evaluate each firm’s submission based upon the criteria stated in this Request for Proposals and the ability to execute the services. The top application or applications will be invited to make oral presentations of their proposals to the evaluation team. Following the evaluation process, the team will then select the firm that the County considers most qualified. The successful Proposer will be requested to enter into a contract substantially similar to the Services Contract, Attachment B. The County reserves the right to negotiate modifications to Statements of Proposals and subsequent Morrow County Services Contract that it deems acceptable. The County reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the criteria listed below. All criteria will be graded on a point scale as listed below, with 8 being the lowest score possible score.

Category	Rating
1. Technical Competence with PDB	1 - 20
2. Staffing Capabilities	1 - 10
3. Management/Project Approach	1 - 10
4. Past Record and References	1 - 10
5. Resolving Contract Disputes	1 - 10
6. Availability and Familiarity with Morrow County	1 - 20
7. Fee Schedule	1 - 10
8. Met ALL Proposal Requirements in <u>RFQ-RFP</u>	1 - 10
TOTAL SCALE SCORE	8 - 100

RESERVATIONS:

The County reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be in the best interest of the County. The County reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this RFP as best serves the needs of the County. The County may cancel the procurement or reject any or all proposals in accordance with ORS 279B.420.

Commented [DG16]: I was thinking I might provide a link to the final feasibility study. There is good information in the document.

Commented [SS*E17]: Good idea.

Commented [SS*E18]: I always use the words (Information Only) that way we are not held liable for the attachment.

DESIGNATED CONTACT:

The awarded firm shall appoint a person to act as a primary contact with the County. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms of the Contract.

INSURANCE REQUIREMENTS:

Include Proof of Insurance furnished by the applicant’s carrier to guarantee the applicant is insured. The awarded applicant must file with the County, certificates of insurance prior to commencement of work evidencing the County as a certificate holder as additionally insured with the following minimum coverage:

Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit,

\$2,000,000 Comprehensive general liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers’ Compensation: If applicant has multiple employees working in association with the Morrow County project, a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

INDEMNIFICATION:

The Proposer shall defend, indemnify, save and hold the County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by County and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the Proposer shall, at its expense, secure and provide to the County, prior to beginning performance under a contract, all insurance coverage as required in this RFP.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers’ compensation insurance, subject to all of the requirements stated herein prior to beginning work.

Commented [DG19]: Thanks for pointing this out
Commented [SS*E20]: Be sure you did your risk assessment and that the limits and types of coverages fit your project.

ASSURANCES:

The Proposer shall provide a statement of assurance ~~(Attachment E)~~(Appendix D) that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Oregon and ordinances and regulations of the County will apply.

Commented [DG21]: Find an Assurance form?

PROJECT RECORDS:

The awarded Proposer shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods. The County reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Oregon Public Disclosure Statutes. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

DEVIATIONS FROM SPECIFICATIONS:

Proposers shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the County.

NO COLLUSION:

By offering a submission to this RFP, the Proposer certifies that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

SUBMITTAL WITHDRAWAL:

After submittals are opened, corrections or modifications to submittals are not permitted, but a Proposer may be permitted to withdraw an erroneous submittal prior to the award by the County, if the following is established:

1. That the Proposer acted in good faith in submitting the submittal;
2. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the Proposer;
3. That the error was not the result of gross negligence or willful inattention on the part of the Proposer;
4. That the error was discovered and communicated to the County within twenty –four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
5. The Proposer submits documentation and an explanation of how the error was made.

PROTEST PROCEDURE:

1. All proposals will become part of the public record for this Project, without obligation to the County. The County reserves the right to reject any or all proposals received as a result of this RFP and, if doing so would be in the public interest, cancel this solicitation. The County reserves the right to consider a response or proposals in whole or in part, and to determine the responsiveness of a submittal by reference to the response taken as a whole. Architects will be held to the terms submitted in their proposals.

2. Requests for changes or clarifications of the Request for Proposals shall be delivered in writing by 2:00 p.m. on ~~May 15~~ April 15, 2014⁹. Protests of the requirements, evaluation criteria, or contractual provisions in this Request for Proposals, shall be delivered in writing by 2:00 p.m. on ~~May 16~~ April 16, 2014⁹, as stated in the Calendar of Events and to the Contact Person. Protests of, and requests for, changes to technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests shall be considered if received after the deadline. No oral, telegraphic, telephone, facsimile, or email protests or requests will be accepted. The County will consider all protests and requested changes and, if appropriate, amend the RFP. Only amendments issued in writing by the County will change the requirements, specifications, or provisions of this RFP.

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3. Any Proposer responding to the RFP claiming to have been adversely affected or aggrieved by the selection of a competing proposal, shall submit a written selection protest to the Contact Person. Written notification must be received by 4:00 p.m. on ~~June 3~~ May 22, 2014⁹ as stated in the Schedule set forth in the Calendar of Events. No oral telegraphic, telephone, facsimile, or email protests will be accepted. No protest shall be considered if received after the established protest deadline.

4. In order to be considered, a protest shall be in writing and shall include:

- a. The name and address of the aggrieved person;
- b. The contract title under which the protest is submitted;
- c. A detailed description of the specific grounds for protest and any supporting documentation;
- d. The specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters in its written protest;
- e. The written protest shall be mailed or delivered to Darrell Green, County Administrator, -110 N. Court St., Heppner, OR 97836; and
- f. The label "Protest".

5. Upon receipt of a written protest, the County shall promptly consider the protest. The County may give notice of the protest and its basis to other persons, including Consultants involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the County, the County will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties.

The County's decision may be appealed to the Board of Commissioners by written notice together with all supportive evidence, received at the address ~~set forth in Section~~ Morrow County, PO Box 788, Heppner, OR 97836, not more than two (2) working days after receipt of the decision. The Board of Commissioner's decision shall be final and conclusive.

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6. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in

connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the County's final decision.

7. The County shall retain this RFP and one copy of each original response received from all responding Consultants, together with copies of all documents pertaining to the selection of qualified Consultants, and award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection, after proposer selection and award, is announced. If a response contains any information that is considered a trade secret under ORS 192.501(2), Proposers must mark each sheet of such information with the following legend: "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets and the exemptions from disclosure apply only "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

b. In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive.

Attachment A:

**Crow Engineering Feasibility Study of North County
Government Building**

https://drive.google.com/file/d/1gUli_D9rcrBfvrdQasvRY6Yzb0568HhS/view?usp=sharing

https://drive.google.com/open?id=13e6eZ44HwpE1Wydq4ADx_C1oRT6iDXOm

Attachment B:

MORROW COUNTY REQUEST FOR PROPOSALS

~~Attachment B:~~ Proposed Contract Terms and Conditions

MORROW COUNTY SERVICES CONTRACT

This Contract is made and entered into by and between Morrow County, a political subdivision of the State of Oregon, hereinafter "County", and _____, hereinafter referred to as "Contractor".

IT IS HEREBY AGREED by and between the parties above mentioned, for and in consideration of the mutual promises hereinafter stated as follows:

1. **Effective Date.** This Contract is effective upon execution by all parties and will continue to be in effect until _____, unless extended by mutual written agreement of the parties.

2. **Scope of Work.** Contractor shall perform all services described in RFP Scope of Services (Section 2) incorporated herein.

3. **Consideration.** County shall pay Contractor as follows: _____. The maximum payment under this Contract, including expenses is _____. Contractor shall submit an invoice to County Attn: Finance Department, PO Box 867, Heppner, OR 97836 within 30 days after the work is completed. County shall pay invoice within 30 days of receipt for all work completed and accepted by County.

Notwithstanding any other provision of this Contract, in the event that Contractor fails to submit any required reports when due, or fails to perform or document the performance of contracted services, the County may withhold payments under this Contract. Such withholding of payment for cause shall continue until the Contractor submits required reports, performs the required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of the Contractor.

4. **Authorized Representatives.** The parties designate the following individuals to be their respective authorized representative for all matters with respect to the Work to be performed under this Contract:

Morrow County
Darrell Green
(541) 676-2529
dgreen@co.morrow.or.us

Contractor
Name: _____
Phone: _____
Email: _____

5. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Contract. Under no circumstances shall Contractor be considered an employee of County. Contractor will provide all tools or equipment necessary to carry out this Contract, and will exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Contract; for payment of any fees, taxes, royalties or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Contract. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to County.

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Commented [DG23]: I would need those

Commented [SS*E24]: Will send in the email for you and make them Attachment C.

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6. Ownership of Work Product. For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

7. Representations and Warranties. Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall in accordance with professional standards applicable to the work. The professional standards applicable to this Work shall be defined as the care and skill generally expected of a similar firm, providing similar services on a similar project of similar complexity in the same geographical area.

8. Records Maintenance. Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examination and copying.

9. Compliance with Laws. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established

pursuant to those laws, including, without limitation, the following:

a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.

d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that must comply with ORS 656.017, unless exempt under ORS 656.126.

e. Contractor shall maintain in effect all licenses, permits and certifications required by state law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

10. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from Morrow County authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of Morrow County. County may, at its election and expense, assume its own defense and settlement.

11. **Subcontracting.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without County's written consent. In addition to any other provisions County may require, Contractor shall include in any permitted subcontracts under this Contract a requirement that the subcontractor be bound by this Contract as if subcontractor were Contractor. County's consent to any subcontract under this Contract shall not relieve Contractor of any of its duties or obligations under this Contract. Moreover, approval by the County of a subcontract shall not result in any obligations or liabilities to the County in addition to those set forth in this Contract, including, without limitation, the agreed rates of payment and total consideration. Contractor shall be solely responsible for any and all obligations owing to the subcontractors.

12. **Termination.** This Contract may be terminated as follows:

- a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. Either County or Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the material breach has not entirely cured the breach within 15 days of the date of the notice, (except as otherwise provided in this section 12(c)), developed an acceptable plan for the cure of the material breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding section 12(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

13. **Payment on Early Termination.** Upon termination pursuant to Section 5, payment shall be made as follows:

- a. If terminated under 12(a) or 12(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- b. If terminated under 12(c) by the Contractor due to a material breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- c. If terminated under 12(c) or 12(d) by the County due to a material breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

14. **Remedies.** In the event of material breach of this Contract the Parties shall have the following remedies:

- a. If terminated under 12(c) by the County due to a material breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- b. In addition to the remedies in sections 12 and 14 for a material breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County materially breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. **Limitations of Liability.** Except for liability arising under or related to Section 12, 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.

16. Insurance. Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with Morrow County, Heppner, OR, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors.

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

\$2,000,000. Comprehensive general liability will be on an occurrence basis including products and completed operations.

Professional Liability: A combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after The Contract is completed.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: If applicant has multiple employees working in association with the Morrow County project a Certificate of Insurance in the amount of no less than \$500,000 will be maintained for the life of this contract.

All policies and endorsements must be approved by Morrow County and its agent of record.

~~16. Contractor shall provide insurance in accordance with Exhibit 2.~~

~~17. **17. Debt Limitation and Non-Appropriation.** This Contract is expressly subject to the debt limitation for Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative only to that extent. In the event that sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Morrow County Board of County Commissioners.~~

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~~18. **18. No Third-Party Beneficiaries; Successors and Assigns.** The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or to provide any benefit or right, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Nothing in this Contract is intended to require any party to do or undertake any activity which it is not authorized to do. This Contract shall be binding upon and inure to the benefit of the County, Contractor, and their respective successors and assigns, except that Contractor may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of the County, which consent may be withheld for any reason.~~

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~~19. **19. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.~~

20. ~~20.~~ **Entire Agreement; Waiver.** This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

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21. **21. Governing Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, action, or proceeding (collectively "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Morrow County Circuit Court of the State of Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this Contract, hereby consents to the in-persona jurisdiction of said courts.

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22. **22. Attorney Fees.** In the event an action, suit or proceeding, including any and all appeals therefrom, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements incurred as a result of said action, suit, proceeding or appeal.

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ATTACHMENT C

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STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT

Refer to link:

<https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

ATTACHMENT D

COST PROPOSAL:

Inclusive of all Services to be performed/provided by the Proposer for the Owner for the Project, which currently contemplates the use of a progressive design-build project delivery method, as more particularly described in the RFP under section 2, Scope of Services.

NOTE: Provide backup information and detailed breakdowns on any line items that total over \$5,000.00.

2.2 PROJECT INITIATION AND START-UP SERVICES	\$ _____
2.3 PROPOSAL PHASE SERVICES	\$ _____
2.4 DESIGN AND CONSTRUCTION PHASE SERVICES	\$ _____
2.5 PROJECT CLOSEOUT PHASE SERVICES	\$ _____
2.6 POST PROGRESSIVE DESIGN BUILD CONSTRUCTION AND WARRANTY PHASE SERVICES	\$ _____
2.7 RESEARCH AND DOCUMENTATION FOR DISPUTE RESOLUTION	\$ _____
TOTAL NTE FEE (Not to Exceed)	\$ _____

Authorized Signature and Date: _____

Typed or Printed Name and Title of Signatory: _____

FEIN ID# (required): _____

DUNS# (required): _____

Business Telephone Day: _____ Eves/Weekends: _____

Mobile: _____ Fax: _____

Email: _____

ATTACHMENT E

**MORROW COUNTY
REQUEST FOR PROPOSALS
Proposer Representations and Certifications**

FAILURE TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

OFFEROR

NAME: _____

ADDRESS: _____ **CITY STATE ZIP** _____

TELEPHONE NUMBER: _____ **FAX:** _____ **WEBSITE** _____

STATE OF INCORPORATION: _____ **DATE OF INCORPORATION** _____

BUSINESS DESIGNATION: CORPORATION___ SOLE-PROPRIETOR___ PARTNERSHIP___
S.CORP___ NON-PROFIT___ GOVERNMENT___ OTHER___

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of _____ and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;

"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, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder." ORS 279A.120 (1) (b);

4. Any false statement may disqualify this offer from further consideration or because of contract termination; and

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- The Offeror

certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Print Name _____

Title _____

Date: _____

Contractor:

Date:

Morrow County:

Commission Chair

Commissioner

Commissioner

Date:

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

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

The Bartholomew Lower Level Remodel was presented at the Board of Commissioners meeting held on March 20th, 2019.

I am bringing it back with a couple edits.

In the Announcement on page one, I included the address of the Bartholomew Building and a sentence to contact the Public Works Department to schedule their on-site visit.

In the Bid Booklet, I updated the page numbers, on page one-changed Description to Scope of work and on page 6, number 4 added computer to the last sentence.

The Bid Schedule items were edited based on Karmen's recommendation to meet a contractor's expectations.

2. FISCAL IMPACT:

\$60,000 to \$75,000

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

Provide feedback on the design and documents presented. If updates are satisfactory, motion to approve the Bartholomew LL remodel Announcement and Bid Booklet.

Attach additional background documentation as needed.



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

365 W. Highway 74
P.O. Box 428
Lexington, OR. 97839
Phone: (541) 989-9500
Fax: (541) 989-8352

Matt Scrivner
Public Works Director

Sandi Putman
Management Asst.

Eric Imes
Asst. Road Master

Kirsti Cason
Administrative Asst.

MORROW COUNTY PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS #2019-1

Morrow County Public Works desires to enter into a contract with a qualified General Contractor licensed in the State of Oregon. This is a lump sum contract.

Morrow County Public Works solicits sealed bids for Remodel of the Morrow County Bartholomew Building, 110 N Court Street, Heppner, OR 97836.

The work includes the following conditions:

Scope of Work

Interior renovation including new non-load bearing partition walls to define the following spaces:

Movement of the Conference Room into the Lobby Area. Movement of the existing Break Room into an existing enclosed storage area. Constructing 3 new office spaces in evacuated break room location. Remodel to match existing design.

Extensions or Additions to Provide Adequate Heating and Cooling, Fire Sprinkler Extensions or Additions as Required. Evacuation and addition of Electrical and Plumbing will be permitted separately at the appropriate time.

Special Considerations: This is a working office area; contractors may be required to work at times after or before working hours due to noise, dust, or disruptions. Contractors must be flexible. The sealed bid will contain a single lump sum cost containing all engineering, materials, construction, and any and all other associated costs for the complete installation. Estimated cost range \$60,000.00 - \$75,000.00. Work will begin June 1st, 2019, Completion time for all work will be June 30th, 2019. An onsite visit is voluntary and will be held, April 15th at 0900 am. Please contact the Public Works Department to schedule your onsite visit.

Plans and Specifications may be obtained at the office of Morrow County Road Department, 365 West Hwy 74, Lexington, Oregon 97839 (ph:541-989-9500). There is a nonrefundable \$20.00 charge for each hard copy set of plans and specifications obtained from the Road Department, however, an electronic version of the plans and specifications can be obtained from the County's web site at <http://www.co.morrow.or.us/publicworks> at no charge.

PLEASE NOTE: Only those bidders who request to be added to the County's Plan Holders list by contacting the Public Works office in Lexington will be directly notified of addendums or clarifications that might be issued. Addendums and clarifications will be posted to the County's web. It is the Bidder's sole responsibility to incorporate all addendums into the final submitted bid. Signed copies of the addendums and clarifications must be attached to the bid submittal at the time of the bid opening. Failure to include all posted addendums and/or clarifications will be cause to reject the bid.

Bids will be accepted until 2:00 P.M. April 22nd, 2019, and Disclosure of First-Tier Subcontractors forms will be accepted until 4:00 P.M. The bids will be opened and publicly read at 2:30 P.M. April 22nd, 2019 in the Morrow County Public Works Department Conference Room, 365 West Hwy 74, Lexington, Oregon 97839.

Direct questions to:

No proposals shall be considered by Morrow County unless the proposal contains the statement that the provisions required by ORS 279.350 concerning payment of the prevailing rate of wages shall be included in the contract.

No proposal shall be considered by Morrow County unless the Firm is registered with the Construction Contractors Board under ORS 701.055.

Contractor must also certify that all subcontractors performing work under this contract will be registered with the Construction Contractors Board in accordance with ORS 701.035 through ORS 701.055 before the subcontractors commence work.

OREGON PREFERENCE - Preference to goods or services that have been manufactured in this state shall be given in accordance with ORS 279.021 (1) and (2), and reciprocal preference requirements of ORS 279.029 (2) and (3) shall apply to the award of bids.

Proposals must indicate whether submitting firm is an Oregon resident firm. Each proposal must be individually sealed and directed to Matt Scrivner at the Office of the Morrow County Public Works Department, 365 West Hwy 74, Lexington, Oregon 97839.

Bids must be clearly marked "SEALED BIDS FOR MORROW COUNTY BARTHOLOMEW BUILDING REMODEL.

The Board of Commissioners reserves the right to reject any or all bids, to waive minor irregularities, and to award to the lowest responsible bidder.

MORROW COUNTY PUBLIC WORKS

Matt Scrivner

Public Works Director

No. _____

**BID BOOKLET
FOR BUILDING CONSTRUCTION**

**MORROW COUNTY BARTHOLOMEW
BUILDING REMODEL**

**110 North Court
Street**

**HEPPNER, OREGON
97836**

**INSTALLATION OF
OFFICE SPACE REMODEL
2019 MORROW COUNTY
OFFICE**

Project Number: 2019-1

DATE: April 3, 2019

BIDDER: _____

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BIDDER'S CHECKLIST

Before sealing this bid, have you:

1. Read and understood the certification of non-collusion?
2. Filled in all the required information on the certification of residency?
3. Read and understood the certification of compliance with Oregon tax laws?
4. Read and understood the certification regarding the employee drug testing program?
5. Read and understood the certification regarding nondiscrimination?
6. Read and understood the certification regarding use of registered subcontractors?
7. Completed the Bid Schedule according to subsection 00120.40(c)?
8. Filled in the required information on pages 8 and 9, affixed proper signatures on page 8 according to subsection 00120.40(d), and had the signatures notarized?
9. Filled in and had the Surety sign the Bid Bond, or included a cashier's check, or a certified check according to subsection 00120.40(e)?

Failure to complete and/or affix signatures as noted above will be cause for rejection of your Bid.

Notes:

- 1) The "Performance Bond" and "Payment Bond" forms are included in the Appendix for information only.
- 2) Failure to submit the Subcontractor Disclosure form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

BID FOR PUBLIC IMPROVEMENT

BID STATEMENT

To the Morrow County Commissioners:

The undersigned, as Bidder, declares that:

- This Bid is for the Work described on the "Description-Scope of Work" sheet bound in this Bid;
- The only persons or parties interested in this Bid as principals are those named in this Bid;
- The Bidder submits this Bid in accordance with and subject to the terms and conditions stated in Sections 00120 and 00130 of the specifications;
- The Bidder has obtained and become acquainted with the applicable standard specifications, special provisions, plans, and other required provisions applicable to the particular Work for which the Bid is submitted;
- The Bidder has personally inspected the location and the site of the Work and has become acquainted with all conditions, local and otherwise, affecting it;
- The Bidder has obtained and become acquainted with the forms of Contract and bond which are to be signed by the successful Bidder;
- The Bidder is satisfied as to the quantities and conditions and understands that in signing this bid the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The Bid guaranty submitted with this Bid, if a Bid bond, is by this reference made as part of this Bid.

The Bidder also proposes and agrees that:

- If the Board of Commissioners accepts this Bid, the Bidder will execute the Contract form furnished by the Commission, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all Work and furnish all the Materials specified in or called for by the Contract in the manner and time prescribed in the Contract and according to the requirements of the Engineer as given in the Contract;
- The Bidder will accept, as full payment for the Work performed and the Materials and Equipment furnished, the amount earned under the Contract as computed in the manner described in the Specifications from the quantities of the various classes of Work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" bound in this Bid; and
- Any Contract awarded to the Bidder shall include the provisions required by ORS 279C.840 or 40 U.S.C. 276a; and the Contractor will be bound by and shall comply with said provisions.

To the Board of Commissioners of Morrow County:

A. Non-collusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the opening of Bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Board of Commissioners, in awarding the Contract for which this Bid is submitted. The Bidder understands that any misstatement in this certification is and shall be treated as fraudulent concealment from the Board of Commissioners, of the true facts relating to the submission of Bids for this Contract.

B. Residency:

Oregon has a reciprocal preference law concerning the residency of bidders. This law applies to contracts for projects financed without federal funds.

Refer to subsection 00120.80 of the Standard Specifications for additional information, including definitions of a resident and nonresident bidder.

Complete the following:

1. Check one: Bidder is a ___resident bidder___nonresident bidder.
2. If a resident bidder, enter your Oregon business address:

3. If a nonresident bidder, enter state of residency:

C. Compliance with Oregon Tax Laws:

- To the best of my knowledge, the Bidder is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321, and 323; Sections 10 to 20, Chapter 533, Oregon Laws 1981 as amended by Chapter 16, Oregon Laws 1982 (First Special Session); the Home-owners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

D. Employee Drug Testing Program:

- Pursuant to ORS 279C.505, that the Bidder has an employee drug testing program in place, and will maintain such program for the entire period of this Contract. Failure to maintain such program shall constitute a material breach of Contract.

E. Nondiscrimination:

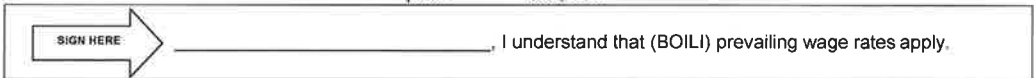
- Pursuant to ORS 279A.110, that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement Project if the County finds that the Bidder has violated subsection (1) of ORS 279C.110

F. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement Contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this Contract.

G. PREVAILING WAGE RATES

- **PREVAILING WAGE RATES (BOLI REQUIREMENTS):**The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates established by the Bureau of Labor and Industries (BOLI), as outlined in Sections C.1 and C.2 of the General Conditions when the contract price exceeds \$50,000.

 _____, I understand that (BOLI) prevailing wage rates apply.

H. PERFORMANCE AND PAYMENT BONDS

- The successful bidder will provide performance and payment bonds each of 100% of the total contract price as required by 24 CFR 85.36(h). In lieu of a surety bond, the Owner, in its sole discretion, may permit bidder to submit cash, a cashier's check or certified check in an amount equal to the estimated total contract price.

J. RESPONSIBILITY FOR DAMAGES/HOLD HARMLESS

- Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

K. SILENCE OF SPECIFICATION:


- The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

L. SECURITY OF DOCUMENTS AND PROPERTY:

- All County property, materials and documents and all personal property of the County employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of County property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the County because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

M. SPECIAL SECURITY CONSIDERATIONS:

- ~~This is a working office area; contractors may be required to work at times after or before working hours due to noise, dust, or disruptions. Contractors must be flexible. This is a High-Security area; contractors must supply personal information on all "on-site" employees prior to job beginning and be prepared to substitute employees that are denied access to the job site. Contractors must be flexible, Jail staff will accommodate contractor movement, but for the safety of employees and inmates security comes first. Expect delays, typically less than 30 min.~~

	_____, I read and understood the SECURITY CONSIDERATIONS.
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Scope of Work

1—DEMOLISH EXISTING TILE, REMOVE SMALL LOCKERS AND REPAIR WALL, INSTALL NEW BULLETPROOF STEEL STUD WALL, INSTALL BULLETPROOF AND SHEETROCK, INSTALL 7/16" PLYWOOD REINFORCED WALLS ON PUBLIC SIDE, INSTALL 2 NEW BULLETPROOF SERVICE WINDOWS, INSTALL NEW 24" 2CM CORIAN SOLID SURFACE COUNTERTOPS, INSTALL NEW ELEVATED FLOOR (TO MATCH EXISTING), INSTALL NEW FLOORING & BASE, REPLACE DROP-IN CEILING, RELOCATE HVAC AND LIGHTING, NEW PACKAGE PASSER UNDER SOUTH BULLETPROOF WINDOW.

2—DEMOLISH EXISTING SERVICE WINDOW, CUT CMU BLOCK FOR NEW 3068 THRESHOLD, DEMOLISH COUNTERTOP IN FRONT OF SERVICE WINDOW, GRIND AND PAINT NEW THRESHOLD.

3—DEMOLISH EXISTING COUNTERTOPS, DEMOLISH EXISTING TILE, PREP FOR NEW WALLS, INSTALL NEW STEEL STUD WALL, FUR OUT STORAGE ROOM WALL ON WEST SIDE, INSTALL SHEETROCK, INSTALL NEW 3070 DOOR, INSTALL NEW FLOORING & BASE, SUPPLY AND INSTALL NEW SOLID CORE DOOR WITH SIDE LIGHT AND ELECTRIC STRIKE, REPLACE DROP-IN CEILING, RELOCATE HVAC AND LIGHTING.

4—DEMOLISH EXISTING TILE, PREP FOR NEW FLOORING, INSTALL NEW FLOORING & BASE, RELOCATE EXISTING BENCHES, RELOCATE METAL DETECTOR, PATCH SHEETROCK CEILING, RELOCATE HVAC AND LIGHTING, AS REQUIRED.

5—DEMOLISH EXISTING TILE, DEMOLISH WINDOW WALL AND DOOR FRAME, PREP FOR NEW WALL, NEW INTERIOR WALL, REHANG DOOR, NEW SHEETROCK, PREP FOR NEW FLOORING, INSTALL NEW FLOORING & BASE, INSTALL NEW ELECTRICAL AND DATA CONNECTIONS FOR VIDEO, REPLACE DROP-IN CEILING, RELOCATE HVAC AND LIGHTING.

6—PREP FOR CIRCUITS TO BE EXTENDED, SECURE ALL ELECTRICAL AND POTENTIALLY PNEUMATIC LINES THAT SUPPLY HEATING AND JAIL DOOR LOCKS. EXACT LOCATION OF THESE LINES MAY VARY FROM ORIGINAL DRAWINGS.

7—REPLACE EXISTING LOCKERS WITH NEW LOCKERS PER OWNER

NOTES:

ALL NEW FLOORING TO BE "AMTICO SPACIA ABSTRACT" 12X18 MIRRUS FEATHER ALONG WITH 18X18 METROPOLIS SMOKE BASE PRODUCT AND COLOR "FLEXCO WALLFLOWERS" 4" #01 BLACK DAHLIA COLOR NEW RECEPTION, NEW LOBBY, NEW STATION AREA, NEW ADMINISTRATIVE, NEW STORAGE ROOM, AND NEW HALLWAYS WILL BE PRIMED AND PAINTED WITH SHERWIN WILLIAMS SUPERPAINTS. THE COLORS WILL BE DETERMINED BY JAIL STAFF AT A LATER DATE

NEW RAISED FLOORS TO BE BY TATE, ALUMINUM FRAME 24X24, GRAY STARLIGHT

ALL NEW CEILING TILES TO BE CORTEGA BY ARSTRONG, WHITE

LINCOLN COUNTY WILL SUPPLY TROFFERS AND SURFACE MOUNT LIGHT TO BE INSTALLED WHEN SCHEDULE PERMITS BY CONTRACTOR

NEW COUNTERTOPS TO BE 24" CORIAN 2CM SOLID SURFACE COUNTERTOPS, BRACKETS PER MANUFACTURER

Scope of Work

1. Existing Break Room- See Exhibit A; Remove existing cabinetry in Break Room to relocate to new Break Room.
Demolish dividing wall between existing Break Room and Small Conference Room. Remove plumbing, electrical and framing.
2. Existing Conference Room- See Exhibit A; Demolish existing wall on the east end of conference room, remove framing and electrical, possible relocation of fire sprinklers. Save door to reuse for new conference room entrance. -North end.
3. New Human Resources office space- See Exhibit B; locate dividing wall between new office space and new Conference Room approximately 25 feet from south exterior wall. Add a new window for office #2 to match existing window on same wall. -Build interior walls per Exhibit B. Rough and finish Capet Human Resource office spaces, reuse existing lighting, ceiling tiles, add electrical and communication outlets as necessary, floor to match existing carpet tiles, in-building.
4. New Conference Room- See Exhibit B; locate outside wall approximately 7 feet from stairwell landing. The new wall should have a 45 degree angle on the corner from stairs to the restrooms. Enclose current Lobby door. Construct a new exit-Install existing lobby/foyer door for the 'Lobby' facing the elevator. Demolish current tile and replace with matching carpet tiles. Add electrical, computer and communication outlets as necessary.
5. New Break Room- located in existing Storage Room adjacent to the Communications Room to be approximately 16 feet by 10 feet. Build a dividing wall between New Break Room and New Storage Room. Plumb new Break Room for water and drainage. Provide electrical outlets for a refrigerator and microwave. Install cabinetry from Existing Break Room. Install tile flooring.

Note: all walls to be sheet rocked and painted. Paint to match current décor. Metal framed doors and windows. Relocation of ducts and fire sprinklers may be necessary.

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BID SCHEDULE

GIVE THE PRICES PROPOSED, IN FIGURES, IN THE RESPECTIVE SPACES BELOW

No.	Item	Bid Unit	Quantity	Unit Price	Total Price
1	Mobilization	Lump Sum	All	Lump Sum	\$ _____
2	Engineering and Permit Approval	Lump Sum	All	Lump Sum	\$ N/A
3	Bulletguard equipment, Counter tops and Floor System	Lump Sum	All	Lump Sum	\$ _____
4	Electrical	Lump Sum	All	Lump Sum	\$ _____
5	Plumbing	Lump Sum	All	Lump Sum	\$ _____
6	Labor and Materials	Lump Sum	All	Lump Sum	\$ _____
Total Costs					\$ _____

BID SCHEDULE

GIVE THE PRICES PROPOSED, IN FIGURES, IN THE RESPECTIVE SPACES BELOW

	Bid Unit	Quantity	Unit Price	Total Price
1. Demolition	Lump Sum	All	Lump Sum	\$ _____
2. Permits <u>Flooring</u>	Lump Sum	All	Lump Sum	\$ _____
2.3. <u>Permits Interior Finish</u>	Lump Sum	All	Lump Sum	\$ _____
4. <u>Electrical/Plumbing/HVAC</u>				
3. <u>Ducts/Fire Suppression</u>	Lump Sum	All	Lump Sum	Lump
Sum	\$ _____			
<u>Plumbing</u>	Lump Sum	All	Lump Sum	\$ _____
<u>HVAC Ducts</u>	Lump Sum	All	Lump Sum	\$ _____
4. <u>Fire Suppression</u>	Lump Sum	All	Lump Sum	\$ _____
5. <u>Windows and Doors</u>	Lump Sum	All	Lump Sum	\$ _____
6.5. <u>Labor and Materials</u>	Lump Sum	All	Lump Sum	\$ _____

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Total Costs

\$ _____


The Bidder is advised that by signing this Bid the Bidder is deemed to have signed and agreed to the provisions of all the documents, certifications, and statements contained in this Bid.

(Bidder's Name and Federal Tax ID Number)

(Oregon Contractor's Board Registration Number)

By _____
(Signature of Bidder's Authorized Representative)

(Expiration Date)



(Typed or Printed Name and Title of Signer)


Dated _____, 20__

Sworn to before me on this _____ day

of _____, 20__

(Notary Public's Signature)

My commission expires _____

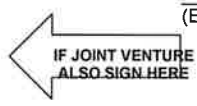


COMPLETE THE FOLLOWING IF A JOINT VENTURE:

(Oregon Contractor's Board Registration Number)

By _____
(Signature of Bidder's Authorized Representative)

(Expiration Date)



(Typed or Printed Name and Title of Signer)


Dated _____, 20__

Sworn to before me on this _____ day

of _____, 20__

(Notary Public's Signature)

My commission expires _____



FAILURE TO HAVE THE SIGNATURE(S) ON THIS BID NOTARIZED WILL BE CAUSE TO REJECT THIS BID.

The party who is submitting this Bid and who, if awarded the Contract, will enter into the Contract is

_____ (Enter "an individual", "a partnership", or "a corporation".)

doing business under the name of _____

at _____
(Street) (City) (State) (Zip Code)

which is the address to which all communications concerning this Bid and the Contract should be sent.

The telephone numbers to which communications may be directed are (_____) _____
(Telephone No.)

and (_____) _____
(Facsimile No.)

The name of the surety who will furnish the performance bond and payment bond covering the Contract, if awarded, and the name, address, and telephone number of the surety's local agent are:

Name of surety _____

Name of agent _____ Tel. No. _____

Address _____
(Street) (City) (State) (Zip Code)

Accompanying this Bid as bid guaranty is a _____
(Enter "Bid Bond", "cashier's check", "postal money order", or "certified check".)

in the amount of at least ten (10) percent of the total amount of the bid.

If the Board of Commissioners accepts this Bid and awards a Contract to the undersigned and if the undersigned then fails to promptly and properly execute the Contract or bonds according to the terms and conditions stated in Section 00130 of the specifications, the undersigned shall forfeit the Bid guaranty as liquidated damages to Lincoln County/Morrow County, by and through its Board of Commissioners. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the Bid guaranty is a Bid Bond.

**MORROW COUNTY BOARD OF
COMMISSIONERS PROPOSAL GUARANTY
(BID BOND)**

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____

having its principle place of business at _____

in the State of _____, and authorized to do business in the State of Oregon, is held and

firmly bound unto the County of LincolnMorrow, in the full sum of ten (10) percent of the total amount of the

bid for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves,

our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____

(Bidder)

is herewith submitting its bid for the following work, to wit:

said bid by this reference being made a part hereof;

NOW THEREFORE, if the said bid submitted by the said bidder be accepted by the Lincoln-Morrow County Board of Commissioners, and the contract for said work being awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond as required by the Board of Commissioners within the time fixed by the Board of Commissioners, then this obligation shall be void; otherwise to remain in full force and effect.

Signed this _____ day of _____, 20

Surety Company

Surety Signature

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(Instructions for use of this form are found in the Appendix.)

PROJECT NAME: _____

BID #: _____ BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____
5) _____	\$ _____	_____
6) _____	\$ _____	_____
7) _____	\$ _____	_____
8) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (Bidder Name): _____

Contact Name: _____ Phone no.: _____



Exhibit A Lower
Level Remodel.pdf



Exhibit B Lower
Level Remodel.pdf



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

(For BOC Use)
Item #
6C

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

Staff Contact: Karmen Carlson
Department: Human Resources

Phone Number (Ext): 5620
Requested Agenda Date: March 27, 2019

Short Title of Agenda Item: Reclassification Request - Step 2 (Compensation Comparable)
(No acronyms please)

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:
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.
Karmen Carlson 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):

Attached is a packet regarding the Juvenile Office Support Specialist request for Reclassification.

Included in the packet are the following:

1. Over view of the process including the current step and the following step.
2. Report of findings by Human Resources
3. Score Sheet from JobMeas
4. JobMeas Matrix that calculates the job skill grade
5. Comparison Study of 9 Oregon Counties
6. Current Job Description of position
7. Updated requested job description for reclassification

This packet is intended to assist the Board of Commissioners in concurrence or non-concurrence.

2. FISCAL IMPACT:

None at this time.

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

As per policy, Human Resources has delivered the salary survey to the Board of Commissioners. Results are being presented to the Board of Commissioners for concurrence. If the Board concurs with the findings Human Resources will prepare a written notice of decision. If the Board does not concur, they will instruct Human Resources as to their decision.

If the Board concurs, the submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request for Review, as outlined in the Personnel Policies.

Attach additional background documentation as needed.



Morrow County Human Resources

110 N. Court St.
P.O. Box 788
Heppner, Oregon 97836

March 27, 2019

Tel. (541) 676-5620

Fax (541) 676-5621

Karmen Carlson

Human Resource Director

Reclassification Process

We are on Step 2

Step 2 If the Submitter does not agree with the salary range established by the JOBMEAS™ method, they may request that a salary survey be conducted of counties of similar population. The Personnel Director shall survey the three counties larger and the three counties smaller than Morrow County, based on the population information provided in the Oregon Blue Book. All forms of compensation will be reviewed, including but not limited to: wage, insurances, retirement, holidays, etc.

After the Personnel Director reviews the position, the results will be presented to the ~~County Court~~ Board of Commissioners for concurrence. After ~~County Court~~ the BOC concurrence, a written Notice of Decision will be prepared. **The Submitter will be instructed that if they are unsatisfied with the classification, they may pursue a Request for Review, as outlined below. The Personnel Director's decision will be implemented if a Request for Review is not submitted by the deadline.**

The Next Step after Today

B. Request for Review - A Request for Review must be on the basis that one (or more) of the factors identified above is (are) believed to be evaluated incorrectly or that the Market Data is incorrect. The Request for Review must be delivered to the Personnel Director within thirty (30) calendar days of the date of the Notice of Decision. To request a review, the Submitter must identify either: 1) each factor that they believe to be incorrect, why they believe it to be so, and what they believe would be correct, or 2) Why the Market Data is incorrect. This information must be submitted in writing. It is the responsibility of the Submitter to provide adequate information and detail to support the claim.

When the Personnel Director reviews the request, the Submitter may elaborate in person regarding their written Request for Review or they may have their written request stand alone.

As at the first phase, after the Personnel Director reviews the position, the results will be presented to the ~~County Court~~ BOC for concurrence. After ~~County Court~~ BOC concurrence, the Submitter is provided with a Notice of Decision and instructed that if they remain unsatisfied with the classification, they may pursue it to the next step, Appeal (See **C. Appeal** below). The Personnel Director's decision will be implemented if an appeal is not submitted by the deadline.

All levels of classification or reclassification must be observed sequentially. A Submitter may not apply for a Request for Review if the position was not first Reclassified. Likewise, a Request for Appeal may not be submitted if a Request for Review was not first observed.



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March 27, 2019

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Karmen Carlson
Human Resource Director

JobMeas report for Juvenile Office Support Specialist

JobMeas has 5 categories including Mental, Physical, Human Relations, Work Environment, and Accountability. Each category has a Level of Learning scale as well as a scope of duties scale. The calculations are entered into a pre-programmed calculation created by JobMeas that computes the job description into our County pay scale. This process assesses the job in its entirety and measures it.

The Juvenile Office Support Specialist Job Description was evaluated as follows:

Mental:

C1 Level of Learning: Basic knowledge of specialized vocational or technical knowledge providing a command of certain technical, administrative, and or operative practices and techniques.

3 Problem Solving Challenges: Work Situations are routine and regularly reoccurring requiring attention and concentration but limited discretion, consideration and planning to adequately respond and carry out work activities.

Physical:

A2 Learning Physical Skills: Basic Level of learned physical skill is required. No specific coordination beyond that used for normal mobility and handling of every6da objects and materials is needed to perform he job satisfactorily.

2 Physical Effort: Minimal physical exertion is required. Most of the job time spent sitting with occasional walking. Occasional lifting, guiding, and or carrying or lightweight materials or equipment.

Human Relations:

B1 Level of Human Relations Skill: Job requires patience in communication and well-developed verbal skills to present and exchange technical or complex information with individuals or small informal groups. Skills in establishing harmonious relationships, gaining trust and cooperation and reviewing and guiding the work of others are important.

4 Scope of Contacts: Interpersonal contacts extend to peers in other work groups or to clients/customers who speak the language, either within or outside the organization. Interactions with higher levels of authority beyond immediate supervisor must be conducted on an intermittent basis.

Work Environment:

A2 Performance Environment: Changes in environments, work pressure, disturbances of work flow, and irregularities in work schedule are infrequent.

2 Physical Working Conditions: Generally good working conditions. Little or no exposure to extremes in noise, temperature, etc. Little or no exposure to safety or health hazards.



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March 27, 2019

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Karmen Carlson
Human Resource Director

Accountability:

B2 Level of Accountability: Responsible for producing journey-level work output on an independent basis subject to supervisory direction and review. Journey level work in semi-skilled technical, or professional area.

6 Scope/Magnitude: Organizational Impact: Work results impact the accuracy, reliability and acceptability of further results beyond the immediate work section. Work results are noticeable and represent a portion of, or support the product or service received by the customer or general public.

The JobMeas Scores are in front of the column description as well as on the matrix. There is a score sheet attached for your information. Each category has three three (3) choices for weight.

Comparing job descriptions and pay grades with other counties is difficult however, the weight of the Juvenile Departments Office Support Specialist clearly falls within the job duties found in other Counties in Oregon.

Attached are the results of the survey of other counties. The survey shows Job Descriptions, Salary Compensation, as well as Benefit information.

The attached excel sheet shows the weight and the total skill grade that was given to the job.



Human Resources

P.O. Box 788 • Heppner OR 97836
(541) 676-5620

Karmen Carlson
Human Resources Director
kcarlson@co.morrow.or.us

Reclassification Request – Juvenile Office Support Specialist

March 6th, 2019

Thank you for your detailed Reclassification Request

Your request was studied in depth and an evaluation of the updated job description was done with Morrow county's current adopted tool, JobMeas©.

Based on reference of a Legal Secretary in your reclassification request the County has reached out to three other Counties and requested information on the differences between the Job Description of Legal Secretary in the District Attorney's office and Secretary in the Juvenile Department. These findings are described as follows:

- Sherman County has a Legal Assistant/Paralegal and no Juvenile Assistant
 - The Paralegal serves in a more advanced position and the pay scale is \$3552-\$4762
- Douglas County has Legal Assistants that are classified by two steps in the Juvenile Department and three steps for District Attorney Assistants. All positions are based on the same knowledge and job duties and are stepped according to years of education, training, and experience.
 - Juvenile Legal Assistant 2 (4+years) pay scale of \$2627-\$3763
 - DA's Legal Assistant 2 (4+ years) pay scale of \$2627-\$3763
 - DA's Legal Assistant 3 (5+ years) pay scale of \$2790-\$3988
- Baker City has an Office Manager 2 in the Juvenile department and a Legal Assistant in the District Attorney's office. The weight of the Office Manager 2 position shows that this employee is required to Manage an employee as well as direct support to a department supervisor. Their legal Assistant job description shows independent drafting of legal documents.
 - The Office Manager 2 position shows a pay scale of \$2889-\$3513
 - The Legal Assistant position shows a pay scale of \$2952-\$3585

Based on the JobMeas© evaluation system and the comparable Job Descriptions used in the Reclassification request, the Juvenile Department Office Support Specialist remains in Pay Range 8 with a scale of \$3073-\$3922.

If you are not satisfied with this decision, you may pursue a Request for Review, as outlined in the Morrow County Personnel Policies, Section 6.4.

If you have questions regarding the process, please feel free to meet with me for discussion. Thank you again for your request.

Karmen Carlson
Human Resources Manager
Morrow County Oregon

•• JOBMEAS™ is a tool for evaluating job descriptions for placement on a pay scale. This tool is a product of Jacobsen, Betts and Company of Seattle, WA. This tool is a mathematically and statistically based spreadsheet that allows for the comparison of duties and skills as job factors.

	Mental	Physical	Social	Envir.	Accnt.	Total Job	Skill
<u>Recommended Title</u>	<u>LD</u> <u>PC</u>	<u>PS</u> <u>Eff.</u>	<u>HR</u> <u>SC</u>	<u>PE</u> <u>WC</u>	<u>AC</u> <u>IM</u>	<u>Value</u>	<u>Grade</u>

Need a technical refresher?



Click on the red triangle?

											#N/A	#N/A
											#N/A	#N/A
											#N/A	#N/A
											#N/A	#N/A
											#N/A	#N/A
											#N/A	#N/A
											#N/A	#N/A
Based on Revised Job Description from:											#N/A	#N/A
Office Support Specialist - Juve	c1	3	a2	2	b1	4	a2	2	b2	6	1304	8
											#N/A	#N/A

June 15, 2018 kw
 Revised June 18, 2018 kw
 No Changes 3/1/2019 KC

I. MENTAL REQUIREMENTS

This factor measures the total capability required to learn and perform the job competently.

Learning Development refers to the level of knowledge or facts, data, principles, ideas, and other information which must be acquired, usually through a combination of formal education programs, work experience, and/or on-the-job training. It encompasses the diversity, complexity, and depth of understanding in such areas as professional fields of study, technical specialties, practical work systems, and applied work methods.

Problem Challenge refers to the application of knowledge to work situations as measured by the amount of independent reasoning and judgment which must be used to make decisions, generate ideas or produce results.

Problem Solving Challenges				
1. Work situations are routine and regularly recurring, requiring attention and concentration, but limited discretion, consideration, and planning to adequately respond and carry out work activities.	2. Work situations require consideration and interpretation of circumstances or information to choose the most effective responses. Solutions may be somewhat technical yet are relatively straightforward and well-defined once problems are understood. Responses come from the realm of prior learning and experiences.	3. Work situations are of sufficient scope and variety that significant interpretation and evaluation is required to successfully recognize and define problems. Highly technical judgments and/or constructive thinking involved. Alternative solutions must be considered and short-term action plans must be developed and sequenced.	4. Work situations are broadly defined, complex and diverse, occasionally unprecedented. Problems have many dimensions to consider involving creative thinking limited in scope to related fields of specialization. Consequences must be evaluated, often through formal analytical methods, and strategies developed for action.	5. Work situations are vaguely defined and often unique in character. Problems are very complex and may be abstract, conceptual, and long-term in nature. There is a continual requirement for innovative thought and synthesis, perhaps at the theoretical level.

	DE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A. Sufficient to understand simple written and oral communications. Basic understanding of simple work processes, methods or equipment. Learning development less than that required for completion of high school curriculum.	A1															
	A2															
	A3															
B. Sufficient to read and write nontechnical information and instruction, perform basic arithmetic calculations, understand commonly used procedures and methods, or operate equipment that requires some training. Learning development equivalent to completion of high school curriculum.	B1															
	B2															
	B3															
C. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the equivalent of some technical or vocational training beyond high school often resulting in a certification.	C1															
	C2															
	C3															
D. Specialized vocational or technical knowledge providing a command of certain technical, administrative, and/or operative practices and techniques. Learning development involves the completion of a formal technical/vocational curriculum often resulting in a degree.	D1															
	D2															
	D3															
E. Knowledge in a recognized professional field or technological discipline sufficient to command various principles, facts, and practical applications. Learning development is obtained by the completion of a college curriculum resulting in a bachelors degree in a specialized field; or masters degree in a narrow speciality; advanced mathematics, very advanced language development, proficient understanding of practical systems.	E1															
	E2															
	E3															
F. Advanced, in-depth understanding in a widely recognized field of study. Additional command of principles, facts, and practices associated with multiple specialized fields. Learning development is obtained by completion of a masters degree program or equivalent through extensive seasoning; very advanced mathematics and language development, advanced understanding of practical systems.	F1															
	F2															
	F3															
G. Complete command and mastery of a very broad professional or scientific discipline sufficient to contribute to the body of knowledge. Additional advanced understanding of the principles, facts, and practices associated with other specialized fields. Learning development obtained by completion of Ph.D., M.D. or J.D. requirements or equivalent.	G1															
	G2															
	G3															

II. PHYSICAL REQUIREMENTS

JOBMEAS™

This factor refers to the coordinative and manipulative skills as well as the level of exertion required to perform work.

Physical Skill is measured by determining the variety and complexity of limb and body movements, the requirement for diverse sequential and simultaneous physical actions, and the need for speed, precision, or timing.

Physical Effort measures the amount, type, and continuity of effort which must be expended during the course of work activities.

Physical Effort											
<p>1. Minimal physical exertion is required. Most job time spent sitting with occasional walking. Occasional lifting, guiding, and/or carrying of light-weight materials or equipment.</p>	<p>2. Job requires light physical effort as a part of regular work routine, such as frequent standing and walking; frequent lifting, guiding, and/or carrying of light-weight materials or equipment; occasional periods of sustained effort.</p>	<p>3. Job requires considerable and usually sustained physical effort, as in continuous movement over rough terrain or throughout precarious man-made structures; operation of physically demanding machinery, etc. Occasional heavy exertion.</p>	<p>4. Job requires very heavy physical effort, equivalent to continuous labor involving the use of heavy tools, materials, and/or equipment. Job may be characterized by highly demanding, full body exertion and strenuous lifting, carrying, pushing, pulling, etc.</p>								

DE 1 2 3 4 5 6 7 8 9 10 11 12

Learning Physical Skills	<p>A. Basic level of learned physical skill is required. No special coordination beyond that used for normal mobility and handling of everyday objects and materials is needed to perform the job satisfactorily.</p>	A1										
		A2										
		A3										
	<p>B. Some learned physical skill is required. Certain coordinated finger, limb, or body movements must be performed in the course of regular work routines. These can usually be learned and competency developed on the job over a relatively short period of time.</p>	B1										
		B2										
		B3										
	<p>C. Considerable learned physical skill is required. Job requires coordinated physical activities, usually learned through formal and detailed training combined with considerable practice. Speed, precision, and/or timing are important and difficult to achieve. Body movement sequences tend to be involved and somewhat diverse. Skilled physical trade.</p>	C1										
		C2										
		C3										
	<p>D. Job requires a very high degree of physical skill. Complex and diverse sequences of physical action are performed as a significant and essential part of the job. Body movements must often be reflex-like in response to subtle stimuli that must be accurately perceived or changing environmental conditions which must be accurately tracked. Exceptional speed, timing, and/or precision are critical.</p>	D1										
		D2										
		D3										

III. HUMAN RELATIONS REQUIREMENTS

This factor measures the importance and difficulty of the human relations interactions needed to perform the job.

Level of Human Relations refers to the depth of communication skills and human relations abilities which are necessary to achieve work results. It refers to elements such as the level of effectiveness in dealing with others through normal contacts, the need to affect behavioral change in others, to communicate and translate technical or "Insider" concepts to others, and to solve problems.

The **Scope of Contacts** refers to the breadth and diversity of individuals and groups with whom the worker must deal on matters of substance and relevance to the work being performed.

Scope of Contacts

- | | | | |
|---|---|--|---|
| <p>1. The important job contacts are with peers in immediate work group and immediate supervisor. Occasional contact with individuals outside the organization may occur.</p> | <p>2. Interpersonal contacts extend to peers in other work groups or to clients/customers who speak the language, either within or outside the organization. Interactions with higher levels of authority beyond immediate supervisor must be conducted on an intermittent basis.</p> | <p>3. Interactions must occur within a diverse set of individuals and groups in representing a variety of roles and authority levels. Interactions are on matters of substance and importance, usually both inside and outside the organization.</p> | <p>4. Continuous interaction with a highly diverse set of individuals, groups, and audiences from throughout the organization and from numerous outside sources (customers, governing boards, vendors, regulatory agencies, media, the general public, etc.) are critical to job performance.</p> |
|---|---|--|---|

Level of Human Relations Skill	DE	Scope of Contacts											
		1	2	3	4	5	6	7	8	9	10	11	12
A. Job requires ordinary conversational skills and courtesy to exchange routine information, provide routine assistance, and/or help maintain harmony among work associates.	A1												
	A2												
	A3												
B. Job requires patience in communication and well-developed verbal skills to present and exchange technical or complex information with individuals or small, informal groups. Skills in establishing harmonious relationships, gaining trust and cooperation, and reviewing and guiding the work of others are important.	B1												
	B2												
	B3												
C. Highly developed verbal skills are required to communicate technical concepts and ideas in individual, group, and large audience situations. Skill in establishing and maintaining cooperation, understanding, trust, and credibility is critical. Skill at influencing the behavior of others is important and may be difficult to achieve.	C1												
	C2												
	C3												
D. Cooperation and understanding from others are very important and difficult to achieve. Careful strategy is needed to inspire and maintain relationships, build trust and confidence, and affect behavior on others. Convincing others and persuading them to decision or action in individual, group, or large audience formats is essential.	D1												
	D2												
	D3												

IV. WORK ENVIRONMENT

This factor measures the need to perform under less than optimal working circumstances.

Performance Environment refers to those special job demands which contribute to difficulty in completing work assignments. Consideration is given to work pressure (caused by tight deadlines, quotas, heavy and uncontrollable work flow, the need to make immediate judgments with insufficient data, the need to continually be aware of changing events and situations, including technology the need for constant attention to detail, etc.), disturbances in work flow (interruptions and distractions and the need to shift attention to unrelated details), and irregular work hours (caused by call-in, changing work schedules, excess travel, etc.)

Physical Working Conditions refers to the work location factors which may cause the job to be disagreeable or dangerous, such as noise and temperature extremes, health and safety hazards, and general discomfort.

Physical Working Conditions															
			1. Generally good working conditions. Little or no exposure to extremes in noise, temperature, etc. Little or no exposure to safety or health hazards.			2. Somewhat disagreeable conditions. Work may be performed in cramped or awkward positions. Occasional exposure to safety hazards, disease, or contamination results in chance for lost-time accidents. Occasional exposure to noises, temperature extremes, etc.			3. Frequent exposure to moderately hazardous conditions resulting in significant threat to health and safety. Undesirable assignments.			4. Extensive and continuous exposure to hazardous conditions. Dangerous work situations. High likelihood of serious injury or illness if proper precautions are not taken. Highly undesirable assignments.			
DE	P		1	2	3	4	5	6	7	8	9	10	11	12	
Performance Environment	A.	A1													
		A2													
		A3													
	B.	B1													
		B2													
		B3													
	C.	C1													
		C2													
		C3													
	D.	D1													
		D2													
		D3													

County	Population	Job Title	Bottom Pay Scale	Top Pay Scale	Insurance Premium covered by County	Retirement Covered by County	Paid Leave Offered by County Holiday/Vacation	Job Description Differences
Crook	21717	DA Office Manager	\$ 15.33	\$ 17.25	100% Employee Only	100%	10/10	HS Diploma +1 yr Legal Experience
Douglas	107576	Legal Assistant 2	\$ 16.41	\$ 23.51	90%med-vis 0 80% dental	6% PERS	10/12	2 years law office work/education
Jefferson	22707	Staff Assistant III	\$ 16.87	\$ 21.08	90% (\$68 in HRA)	6% PERS	11/10	HS Diploma + 3 years
Wasco	25687	Secretary II	\$ 17.20	\$ 19.94	100% Employee Only	24%	9/10+1 floating	HS Diploma + 3 years
Lake	7807	Administrative Assistant	\$ 17.52	\$ 22.36	20% Covered by County	6% PERS	10/10	HS Diploma +3yrs experience
Wallowa	6864	Juvenile Counselor	\$ 18.14	\$ 19.25	92% EE/EC - 90% ES/EF	match 8%	10/12	Bachelors Required
MORROW	11153	Juvenile Office Support Specialist	\$ 19.20	\$ 24.51	92.50%	24%	9/12	Associates Degree or equivalent
Grant	7209	Juvenile & Adult Corrections Secretary	\$ 20.04	annual raise - no cap	100% Employee only	6% PERS	10/12	HS Diploma +2 years
Sherman	1635	Office Manager/Paralegal	\$ 22.20	\$ 29.76	100% Employee only	24%	10/10 at 1 yr	Bachelors Required
Baker	15980	Office Manager 2	\$ 16.57	\$ 17.50	95%	6% PERS	10/12	4+ years of experience

JOB DESCRIPTION

Date Prepared: December 2014

Position Title: Office Support Specialist

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: The Office Support Specialist, under the limited supervision of the Juvenile Director, is responsible for the administrative organization of the Morrow County Juvenile Department office. This includes records, financial files and reports, correspondence and clerical/ receptionist responsibilities. In addition, this position is responsible for managing and implementing the expunction of records and completing other legal documents.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command:

Reporting Positions:

Working Environment: The work and responsibilities are performed mostly in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Three years experience in office and secretarial work, two years of which must be in a legal or law enforcement office.
3. Equipment used - Computer, telephone, typewriter, printer, postage machine, copy machine, scanner, FAX and assorted tools.
4. Working knowledge of legal terminology.
5. Ability to use accepted accounting procedures.
6. Ability to make independent decisions and solve problems pertaining to the Juvenile Department.
7. A thorough knowledge of secretarial techniques and procedures and the ability to implement them.
8. The ability to explain complex issues in situations which are sometimes adversarial.
9. Ability to learn and utilize various software programs for a variety of office functions.
10. Ability and skill to compose and type correspondence from the Juvenile

- Department.
11. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
 12. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
 13. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.

Essential Job Functions

Physical:

- Ability to lift 40 pounds (box of paper).
- Ability to sit for extended periods of time.
- Ability to word process at 40 wpm.
- Regular and predictable attendance.
- Ability to enter and retrieve data from County computers and software.
- Ability to answer phones and transfer calls if appropriate.

Mental:

- Ability to read, write and comprehend English.
- Ability to perform basic math functions.
- Ability to comprehend complex issues and commit these issues to writing.
- Ability to maintain confidentiality.
- Ability to greet customers in the office and on the phone in a courteous and professional manner.
- Ability to work with customers in occasionally stressful situations.

Job Duty Outline:

- I. Manage the office functions and procedures of the Juvenile Department.
 - A. Provide administrative support for the Juvenile Director.
 - B. Respond to informational inquiries from the public, agencies and organizations.
 - C. Distribute mail.
 - D. Manage the office supplies and materials.
 1. Maintain inventory of office supplies and materials.
 2. Order supplies and materials as needed.
 - E. Submit and sign claims for payment.
 - F. Maintain inventory of office equipment.
 - G. Maintain and monitor department budgets.
 - H. Answer phone line.
 - I. Respond to the public at the counter.
- II. Manage and maintain the Juvenile Justice Information System (JJIS).
 - A. Prepare statistical reports according to guidelines and regulations.
 - B. Input data as required into JJIS.

- III. Prepare and maintain case files.
 - A. Copy police report, citation and other relevant documents.
 - B. Submit appropriate documents to the District Attorney's office.
 - C. Prepare summons to court and a subpoena, if needed.
 - D. Draft Order and Disposition.
 - E. Mail summons.
 - F. Obtain Judge's signature on Order.
 - G. Prepare correspondence for case.
 - H. Prepare and include any legal documents or other correspondence pertaining to the case.
- IV. Prepare and maintain ledgers of court orders for each case.
 - A. Send time sheets to the agencies or organizations that will be supervising community service assignment.
 - B. Develop and maintain files of fines and restitution orders levied and paid.
 - 1. Submit fine and restitution payments to Clerk's office for disbursement.
- V. Manage and implement the expunction of juvenile records and files.
 - A. Monitor schedule and deadlines.
 - B. Notify District Attorney's office of request for expunction of records.
 - C. Submit order for expunction to the Judge for approval and signature.
 - D. Send order with cover letter to each agency involved with the case.
 - E. Receive response from involved agencies.
 - F. Send client a list of complying and non-complying agencies.
- VI. Department Organization
 - A. Communicate with other department employees to effectively and efficiently coordinate work programs.
 - B. Communicate with employees from other departments and agencies in order to coordinate and implement the work program.
 - C. Communicate with members of the general public in order to coordinate work programs and provide appropriate information about county activities.

JOB DESCRIPTION

Date Prepared: January 2019

Position Title: Legal Secretary/Office Manager/Victim Relations

Department: Juvenile Department

Supervisor: Juvenile Director

Position Overview: Under the limited supervision of the Juvenile Director, the Legal Secretary/Office Manager assists the Juvenile Director **and the Juvenile Probation Counselor with managing schedules**, coordinating meetings and travel, answering phones, and communicating with clients. Providing administrating assistance to legal staff in the office, including the use of office systems, **Administrator of new case management system, JJIS Administrator**, filing protocols and **docket procedures**. In addition, this position is responsible for managing and implementing the expunction of records and **completing legal documents**.

Resources Influenced:

Annual Operating Budget:

Total Employees in your chain-of-command: 0

Reporting Positions:

Working Environment: Work is performed mostly in the office of the Morrow County Juvenile Department.

Qualifications:

1. Education - Associate's degree or equivalent with emphasis in office management.
2. Experience - Prefer three years' experience in office and secretarial work, two years preferred to have been in a legal or law enforcement office.
3. Equipment Used – Computer and printer, copy machine, typewriter, multi-line telephone, scanner, postage meter, FAX machine, and printer.
4. Working knowledge of legal terminology.
5. Ability to develop a working knowledge of various state and federal laws, regulations and guidelines relating to the Juvenile Department.
6. Ability to learn and utilize various software programs for a variety of office function.
7. Ability and skill to compose and type correspondence from the Juvenile Department.
8. Ability to use accepted accounting procedures.
9. Ability to learn and implement the procedures and practices of the Juvenile Department
10. **Knowledge of Odyssey/OJCIN as a result of Circuit Court change over.**
11. **Ability to make independent decisions and solve problems pertaining to the Juvenile Department.**

12. A thorough knowledge of secretarial techniques, procedures and the ability to implement them.
13. The ability to explain complex issues in situations which are sometimes adversarial.
14. Ability to effectively use oral and written communication in the performance of duties and responsibilities.
15. Ability to learn and implement county procedures, regulations and requirements with respect to procurement, budget, safety, operations and organization.
16. Possession of or ability to obtain, within 30 days of hire, Law Enforcement Data System (LEDS) certification as well as Notary Public.
17. Ability to become JJIS certified as Administrator and Security Coordinator.

Essential Job Functions

Physical:

1. Ability to lift 40 pounds (box of paper).
2. Ability to sit for extended periods of time.
3. Ability to word process at 40 wpm.
4. Regular and predictable attendance.
5. Ability to enter and retrieve data from County computers and software.
6. Ability to answer phones and transfer calls if appropriate.

Mental:

1. Ability to read, write and comprehend English.
2. Ability to work with customers in occasionally stressful situations and deal calmly with clients who may be violent or agitated.
3. Ability to perform basic math functions.
4. Ability to maintain confidentiality
5. Ability to greet customers in the office and on the phone in a courteous and professional manner.

Job Duty Outline:

- I. Manage the office functions and procedures of the Juvenile Department.
 1. Provide administrative support for the Juvenile Director and Juvenile Probation Counselor.
 2. Respond to informational inquires from the public, agencies and organizations.
 3. Distribute Mail.
 4. Manage the office supplies and materials.
 - a. Manage inventory of office supplies and materials.
 - b. Order supplies and materials as needed.
 5. Submit and sign claims for payment.
 6. Maintain inventory of office equipment.
 7. Maintain and monitor department budgets.
 8. Answer main phone line.
 9. Respond to the public, in person, on the phone and in writing in a professional, courteous and helpful manner.
 10. Manage schedules, including trial dates and hearings.
- II. Manage and maintain the Juvenile Justice Information System (JJIS)
 1. JJIS Administrator in charge of maintenance; searches; importing court events,

reports; daily event entries; reports; sentencing data entry; discovery entry; and discovery fee collection and deposit with County Treasurer.

2. Prepare statistical reports according to guidelines and regulations.
3. Input and upload data as required into JJIS.

III. Prepare and maintain case files

1. Odyssey/OJCIN data manager
2. Collect reports, citation, and other relevant documents from various police agencies and the various Sheriff's Departments.
3. Submit appropriate documents to the District Attorney's office.
4. Prepare and include any legal documents or other correspondence pertaining to the case.
5. Ability to draft court orders for attorney review and filings.
6. Complete all discovery documents for legal defense counsel as required by law and assure compliance to the discovery statute.
7. Draft Legal Orders, Dispositions, Affidavits and Motions as required for Circuit Court.
8. Create and maintain files for all violations, misdemeanors and felony cases.
9. Prepare summons to court and a subpoena, if needed.
10. Prepare documents and deliver to Sheriff's Office for service.
11. Prepare documents relating to charges, sentencing, show cause, warrants and subpoenas.
12. Process and facilitate all transports, detainers and extraditions.
13. Prepare type and file legal documents and files pertaining to the case with appropriate Courts.
14. Managing records retention per statute.

IV. Prepare and maintain ledgers of court order for each case.

1. Send time sheets to the agencies or organizations that will be supervising community service assignment.
2. Develop and maintain files of fines and restitution orders levied and paid.
 - a. Submit fine and restitution payments to Circuit Court for disbursement.

V. Manage notifications and correspondence with victims.

1. Per statute maintain victim records and notification to victims per ORS.
2. Notification of rights to victims.
3. Work with Victims Advocate to collect and distribute victim information.
4. Prepare initial contact with victims.
5. Notify victims advocate and victims of hearings per statute.

VI. Manage and implement Expunction of juvenile records and files.

15. Monitor schedule and deadlines.
16. Notify District Attorney's office of request for expunction of records.
17. Prepare order and judgment for expunction to District Attorney's office.
18. Send order with cover letter to each agency involved with the case.
19. Receive response from involved agencies.
20. Send client a list of complying and non-complying agencies.

VII. Department Organization

1. Assist with adjudicatory (trial) preparation as requested.
2. Ability to manage and maintain sensitive and confidential information.
3. Basic knowledge of principles, practices and procedures of the judicial system.
4. Create and maintain reminders for subpoenas, motion deadlines and all other

time sensitive processes.

5. Ability to organize and prioritize work.
6. Respond to informational inquiries from the public, agencies and organizations.
7. **Create and maintain all dockets.**
1. 8. **Generate a variety of reports required of the Juvenile Department.**
9. Ability to establish and maintain cooperative working relationships with co-workers, **the public, law enforcement agencies, interpreter services, court staff and defense attorneys.**



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

(For BOC Use) Item # <i>led</i>

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

Staff Contact: Kate Knop
 Department: Finance
 Short Title of Agenda Item: **Budget Transfer Request R-2019-7**
 (No acronyms please)

Phone Number (Ext): 5302
 Requested Agenda Date: 3/27/2019

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

<input checked="" 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 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

<input type="checkbox"/> N/A	<u>Purchase Pre-Authorizations, Contracts & Agreements</u>
Contractor/Entity:	
Contractor/Entity Address:	
Effective Dates – From:	Through:
Total Contract Amount:	Budget Line:
Does the contract amount exceed \$5,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Reviewed By:

_____ DATE _____	Department Head	Required for all BOC meetings
<i>[Signature]</i> 3/25/19 DATE	Admin. Officer/BOC Office	Required for all BOC meetings
_____ DATE _____	County Counsel	*Required for all legal documents
<i>[Signature]</i> 3/25/19 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):

The attached budget transfer resolution R-2019-7 in the matter of transferring appropriations within the Morrow County Road Fund Pursuant to OR 294.463(1).

The Road Fund - requests a materials & services budget transfer, in the amount of \$215,556, in excess "Asphalt & Freight" and "Contract Services" appropriations to be transferred to "Bridge Replacement" capital outlay for the Keene and Snyder bridge widening projects.

The excess materials & services appropriations are a result in substantial cost savings in asphalt in fiscal year 2018-19, in the amount of \$203,374 on the Lone-Boardman project. The Road Committee agreed the savings should be allocated to repair the two bridges on Rhea Creek.

2. FISCAL IMPACT:

Transfer budget appropriation from Road Fund from materials & services to capital outlay in the amount of \$215,556.

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

1. Move to approve Resolution R-2019-7 as written.

Attach additional background documentation as needed.

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

IN THE MATTER OF TRANSFERRING)
APPROPRIATIONS WITHIN) RESOLUTION NO. R-2019-7
THE MORROW COUNTY ROAD)
FUND, PURSUANT TO ORS 294.463(1).)

WHEREAS, ORS 294.463(1) the transfer of appropriations may be made within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation. The ordinance must state the need for the transfer, the purpose for the authorized expenditure and the amount transferred.

WHEREAS, the Morrow County Road Fund Capital Outlay, will be incurring bridge replacement expenditures, resulting in unforeseen widening projects needed on the Keene and Snyder bridges located on Rhea Creek

NOW THEREFORE, be it resolved that the Morrow County Board of Commissioners hereby authorizes the following inter-fund transfer within the Morrow County Road Fund

	<u>Revenue & Appropriations</u>
<u>Morrow County Road Fund</u>	
Capital Outlay	\$ 215,556
Material & Services	\$ (215,556)

Dated this 27th day of March 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

PACKET: 00125-Bdgt Tfr R-2019-7

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

202 220-5-40-4503	3/27/2019	BRIDGE REPLACEMENT DEPT: ROAD DEPARTMENT	215,556.00	0.00	0.00	215,556.00	215,556.00
202 220-5-20-2504	3/27/2019	ASPHALT & FREIGHT - LIQUI DEPT: ROAD DEPARTMENT	203,374.00-	1,620,000.00	0.00	1,416,626.00	325,960.76
202 220-5-20-3440	3/27/2019	CONTRACT SERVICES & CHARG DEPT: ROAD DEPARTMENT PACKET NOTES:	12,182.00-	1,059,387.00	0.00	1,047,205.00	99,655.33
TOTAL IN PACKET--						0.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



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

(For BOC Use)
 Item #
 67

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

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-9500
 Department: Morrow County Public Works - ROAD Requested Agenda Date: 03-27-2019
 Short Title of Agenda Item: **Federal Lands Access Program Memorandum of Agreement**
 (No acronyms please)



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 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 checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Western Federal Lands Highway Division**
 Contractor/Entity Address: **610 E. Fifth St., Vancouver, WA 98661**
 Effective Dates – From: **02/14/2018** Through: **End of 2019 Year**
 Total Contract Amount: **637,494.00** Budget Line: **Revenue line, 202-220-3-60-4187**
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

 _____ DATE: 3/18/19	Department Head	Required for all BOC meetings
 _____ DATE: 3/25/19	Admin. Officer/BOC Office	Required for all BOC meetings
- SEE EMAIL - _____ DATE: _____	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 Road department had applied for a grant with the FLAP Federal lands Access Program in November of 2016 for chip sealing 0.5 miles of the East of Morphine road between Highway 207 and the OHV park. Repair and re-gravel the 10.35 miles f East Morphine road between the OHV park and Tupper Road. This agreement is to meet its match requirement of in kind labor and equipment to complete the project. The entire project cost which is chip seal oil for the 0.5 miles and the aggregate for the 10.35 miles comes to \$710,458. which Morrow County's in kind match (Labor and Equipment) will be \$72,964.00 and the FLAP program will pay the \$637,494.00 which this will provide funding for the asphalt, aggregate and some culvert repair.

2. FISCAL IMPACT:

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

Motion to accept the Memorandum of Agreement with Morrow County and Federal Lands Access Program for the Surface Improvements of East of Morphine Road in South Morrow County.

Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Friday, March 15, 2019 10:00 AM
To: Sandra Pointer; Justin Nelson; Kate Knop
Cc: Darrell Green; Matt Scrivner
Subject: RE: 2019 OR MORROW 847(1) - MOA.docx - approval/acceptance

Sandi-

I have reviewed the MOA for Road 847 Surface Improvements. The feds like to put lots of fun stuff in the agreements. The no use of mobile devices while driving was a new one to me. If Public Works is good to go with the requirements of the MOA I have no issues with the form or content. It is ready to go to the Board.

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

From: Sandra Pointer
Sent: Thursday, March 14, 2019 7:35 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>
Cc: Darrell Green <dgreen@co.morrow.or.us>; Matt Scrivner <mscrivner@co.morrow.or.us>
Subject: 2019 OR MORROW 847(1) - MOA.docx - approval/acceptance

Justin and Richard,

I've attached the MOA for the Road 847 Surface Improvements project from Federal Lands Access program. This project includes both 2016 FLAP applications for the East of Morphine Road from Highway 207 to the intersection of FR 030 (Tupper Rd.). Since this project is on part of the Umatilla NF, we're including the Forest on the MOA but for the actual cooperative agreement, it will just be between WFL and the County. I just need your review and I will get it scheduled for BOC to review and complete with their signatures. I am attaching back history when this was first discussed but was not sure of the funding, we had applied for two separate, but we were able to combine in one big project. The funding is available and we are in the preliminary stages of project agreements. Thank you and let me know if there is anything I can assist you with. As I get an acceptance I will then get on an agenda.

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

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: OR MORROW 847(1), Road 847 Surface Improvements

Project Route: East of Morphine Road, Road 847

State: Oregon

County(ies): Morrow

Owner of Federal Lands to which the Project Provides Access: Umatilla National Forest

Entity with Title or Maintenance Responsibility for Facility: Morrow County

Type of Work:

*NEPA
Preliminary Engineering,
Rehabilitation,
Construction Engineering / Contract Administration*

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Morrow County.

The Program Decision Committee approved this project on November 22, 2016.

AGREED:

Morrow County Board Chair

Date

Forest Supervisor, USFS – Umatilla National Forest

Date

Director of Program Administration, FLHD

Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Morrow County agrees to provide a match funding according to the Match Agreement signed on April 2, 2018.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

Morrow County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Morrow County has coordinated project development with the USFS – Umatilla National Forest. The USFS – Umatilla National Forest support of the project is documented in the FLAP Applications OR-FY16-16 and OR-FY16-35.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the USFS – Umatilla National Forest.

E. PROJECT BACKGROUND / SCOPE:

Forest Road 847, as known as East of Morphine Road, is a primary connector in Grant and Morrow Counties through the Umatilla National Forest. The road serves as a major route for commerce and emergency services, recreational and residential cabins, access to the Umatilla National Forest’s Tupper Work Center and is a popular hunting and camping area. This not only is the primary access for the homes and cabins adjacent to this road, but for the ranchers who use this road daily during the summer months to move livestock and to monitor their pastures and livestock. With the creation of the Morrow-Grant County OHV park, significantly more recreational uses are driving the road. The road is maintained as a year-round route to travel to Grant County and the town of Monument. The road is a county maintained gravel road that varies in width from 24 to 28 feet, but lacks adequate surface material to maintain a smooth driving surface. The road also has many curves and follows the terrain and is adjacent to mountain streams causing drainage issues.

This project will pave a 2” mat for the first 0.50 miles from Highway 207 to just past the entrance of the OHV park. From there the road will be rehabilitated to provide a more

consistent width, shaped to enhance surface drainage and crushed aggregate base and surface course will be applied. The project termini will be the intersection of Forest Road 847 and Tupper Road / Forest Road 030.

F. PROJECT BUDGET:

See the Match Agreement signed on April 2, 2018.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	MC	Total	MC	Total	
PE	\$7,500.00	\$75,000.00	\$82,500.00	\$9,442.49	\$9,442.49	\$91,942.49
CN	\$7,500.00	\$547,494.00	\$554,994.00	\$63,521.55	\$63,521.55	\$618,515.55
	\$15,000.00	\$622,494.00	\$637,494.00	\$72,964.04	\$72,964.04	\$710,458.04

G. ROLES AND RESPONSIBILITIES:

Morrow County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision.

Morrow County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed using the Oregon Standard Drawings. Morrow County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Morrow County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Morrow County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Morrow County soliciting bids for the project, Morrow County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Morrow County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits.

During the construction phase, Morrow County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Morrow County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.
- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.

- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires and other legal requirements contained in Attachment 1.

USFS – Umatilla National Forest will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.
- Project activities identified in Section P.
- Provide written confirmation of its final acceptance of the constructed project.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Morrow County	30% Design	July 2019
Morrow County	Environmental Reviews and Studies	October 2019
FHWA	NEPA Decision	December 2019
Morrow County	Final Design	April 2020
Morrow County	Construction	Summer 2020

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

	Criteria	Comments
Standard Design	AASHTO Low Volume	Oregon Standard Drawings
Functional Classification	Minor Collector	Forest Road 847, East of Morphine Lane
Surface Type	Asphalt and Aggregate	0.5 mile will be asphalt remaining will be aggregate
Design Volume	600	Average Daily Traffic (493) Seasonal Average (523)

J. FUNDING:

The Match Agreement executed on April 2, 2018 contains the funding source and amounts for the project.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200 (89.73%)	PE - \$75,000 CE/CN/CM - \$547,494	\$7,500 for PE S/O and NEPA and \$7,500 for CE/CN S/O and NEPA
Local Matching Share – Morrow County (10.27%)	\$72,965	
TOTAL	\$710,459	

K. MATCHING SHARE REQUIREMENTS:

The Match Agreement executed on April 2, 2018 contains the terms and conditions of how the required match will be met. All records associated with valuations or costs under Section K shall be accessible and maintained for three years following project close-out.

Any cost increases due to contract modifications or claims, including FHWA administrative costs for the CM or claim will be the responsibility of all parties at the rates indicated in the project match agreements.

The final cash Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations [49 CFR 18 or 19] and Federal cost principles. Final in kind Match will be determined based on actual expenditures at the conclusion of project work in order to determine the minimum match commitment has been met. The value of In kind match may need to be supplemented in order to meet the minimum match requirement. If the value of In kind match is in excess of the minimum match, the excess value will not be returned or reimbursed.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name / Title	Organization	Phone No. / Email
Sandi Pointer, Management Assistant	Morrow County	547-989-9500 spointer@co.morrow.or.us
Lonnie Ruchert, Forest Road Manager	USFS – Umatilla National Forest	541-278-3779 lruchert@fs.fed.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested s\changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Morrow County	USFS - UNF	Time
Neal Christensen Program Manager neal.christensen@dot.gov 360-619-7780	<i>Matt Scrivner</i> <i>MC Public Works Director</i> mscrivner@co.morrow.or.us 541-989-9500		15 Days
Pete Field Environment, Planning and Programming Branch Chief Peter.field@dot.gov 360-619-7619	<i>Sandi Pointer</i> <i>MC Management Assistant</i> spointer@co.morrow.or.us 541-989-9500		15 Days
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	<i>Eric Imes</i> <i>MC Assistant Road Master</i> eimes@co.morrow.or.us 541-989-9500		15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles			Comments
		Morrow County	USFS - UNF	FHWA	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement		File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Sign MOA	Sign MOA	Sign MOA, File copy	
Environment	Identify NEPA contact			Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide		Review and prepare environmental decision	
Environment	NEPA – Tribal coordination			Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide		File copy	
Environment	FHWA NEPA decision	Comply		Provide	FHWA approval needed
Design	Review or approve design exceptions	Provide	Concur	Approve	Follow ODOT's process
Design	Obtain all permits necessary for construction	Provide		Approve	
Acquisitions	Approval of proprietary products	Provide		Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide		Approve	
Acquisitions	Receive copy of award package	Provide	File copy	File copy	
Acquisitions	Review and approve contract modifications	Provide	Concur	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend	Attend as determined by FHWA	
Construction	Mid construction project inspection	Attend	Attend	Attend as determined by FHWA	

Construction	Final Project Inspections	Attend	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	File	
Construction	Copy of As-Builts	Provide	File	File	
Construction	Contract disputes (Claims)	Provide		Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Provide	Review	

Attachment 1

2 CFR 200 Common Rule Requirements and Other Legal Requirements

A. GENERAL TERMS AND CONDITIONS

Background. To promote accelerated and efficient delivery of projects that benefit Federal Land Management Agencies, the Secretary has exercised his discretion under 23 U.S.C. § 201(a) and § 204(a)(3) to apply Title 23 U.S.C. Chapter 1 requirements (Federal Aid requirements) to Federal Lands Access Projects delivered by State Departments of Transportation (DOTs) and local public agencies that are evaluated and certified by State DOTs to deliver Federal Aid projects. In instances where a local public agency is not certified to deliver Federal-aid projects and Federal Lands Access projects are delivered by the local public agency cooperatively with Federal Lands Highway Division office oversight, the government-wide Common Rule (2 CFR 200) will be applied. This cooperative relationship will enable the FLH to identify any federal law issues in cooperation with the local public agency which may arise in the project development and delivery process.

1. The Agreement provides funds on a reimbursable basis to the Servicing Agency for the project described in the Access Program Project Memorandum of Agreement.
2. The Government's liability to make payments to the Servicing Agency under the Agreement is limited to those funds obligated by the Government under the Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.
3. The Servicing Agency agrees to abide by and comply with all terms and conditions of the Agreement and to abide by, and comply with, all requirements of applicable law, including those specified in this Attachment, which are considered as an integral part of the Agreement.
4. In the case of any inconsistency or conflict between the specific provisions of the Agreement and this Attachment, such inconsistency or conflict shall be resolved by giving preference to the Agreement.
5. The Servicing Agency shall be responsible for ensuring that the Project is designed and/or constructed in accordance with the Agreement, and all applicable Federal laws, regulations and policies of the Federal Highway Administration ("FHWA" also referred to herein as the "Government").
6. Reimbursement of costs incurred pursuant to the Agreement will be made pursuant to and in accordance with 2 CFR Part 200 and the provisions of such regulations and procedures as the Government may prescribe. Determination of allowable costs incurred by the Servicing Agency under the Agreement shall be made in accordance with applicable government-wide cost principles under 2 CFR 200. Closeout of the Agreement shall be based upon a determination that all applicable administrative actions and all required work of the Agreement have been completed in accordance with 2 CFR Part 200. Upon the Government's review of all financial, performance, and other reports required as a condition of the Agreement, the Government may make any upward or downward adjustments to the allowable costs in accordance with 2 CFR 200.
7. The Servicing Agency agrees to carry out and complete the Project without undue delays and in accordance with the terms of the Agreement, including the Project Schedule set out in the Agreement, or in the Access Program Project Memorandum of Agreement if no Schedule is included in this Agreement, and comply with such regulations and procedures as the Government may prescribe.
8. The Servicing Agency agrees to retain all documents relevant to the Project for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Servicing Agency agrees to furnish the Government, upon request, all documents and records pertaining to the Project.
9. The Government is subject to the Freedom of Information Act (FOIA). The Servicing Agency should therefore be aware that all materials submitted by the Servicing Agency related to the

Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this the Servicing Agency's work under the Agreement. The Government will be responsible for damages or injuries caused by the negligence of its own employees, to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
11. To the extent that the State has not already enacted legislation regarding texting while driving, the Government encourages the Servicing Agency to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf) This includes, but is not limited to, the Servicing Agency:
 - a. Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
 - b. Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
 - c. Encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Servicing Agency is encouraged to insert the substance of this clause in all contracts and subcontracts.

B. APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the Agreement, the Servicing Agency assures, certifies, and agrees to comply with all applicable Federal laws, regulations, policies, guidelines, and requirements as they relate to the use of Federal funds for this Project including, but not limited to, the following:

General Federal Legislation

- Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- Hatch Act - 5 U.S.C. §§ 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§4601, et seq.
- National Historic Preservation Act of 1966 – 16 U.S.C. § 470, et seq.
- Archaeological Resources Protection Act – 16 U.S.C. 470aa, et seq.
- Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001, et seq.
- National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- Endangered Species Act of 1973, as amended - 16 U.S.C. §§ 1531-1544
- Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- Clean Air Act – 42 U.S.C. § 7401, et seq.
- Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.

- Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- Farmlands Protection Policy Act of 1981 – 7 § U.S.C. 4201
- Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
- Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. §§ 6901, et seq.
- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657
- Safe Drinking Water Act -- 42 U.S.C. §§ 300f-300j-6
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901, et seq.
- Migratory Bird Treaty Act 16 U.S.C. § 760c-760g
- The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- Buy America Act – 23 U.S.C. § 313 (see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- Nondiscrimination – 23 U.S.C. § 140

General Federal Regulations

- Suspension and Debarment – 2 CFR Parts Part 180
- Non-procurement Suspension and Debarment – 2 CFR Part 1200
- External Programs – 23 CFR Part 230
- Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- Environmental Impact and Related Procedures – 23 CFR Part 771
- Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- DOT’s oversight of DOJ’s ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at – 28 CFR Part 35
- Procedures for predetermination of wage rates – 29 CFR Part 1
- Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122.
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- Uniform administrative requirements, cost principles, and audit requirements for Federal Awards – 2 CFR Part 200
- New Restrictions on Lobbying – 49 CFR Part 20
- Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21
- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26

- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Government-wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 CFR Parts 37 and 38
- Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40
- 23 C.F.R. Part 710 applies unless otherwise agreed to by FHWA

The Servicing Agency, when contracting for work to be performed under this Agreement, will include in the prime contract the applicable provisions required under 2 CFR 200.326.

The Servicing Agency, when contracting for construction services, shall ensure that all laborers and mechanics employed by contractors or subcontractors on the construction work shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the Secretary of Labor in accordance with sections 3141, 3146, and 3147 of title 40.

C. ASSURANCES AND CERTIFICATIONS

TITLE VI ASSURANCE (Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By entering into the Agreement, the Servicing Agency (also herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal funds from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Servicing Agency hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Servicing Agency, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Servicing Agency agrees with and gives the following Assurances with respect to its receipt of funds for this project:

1. The Servicing Agency agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Servicing Agency will insert the following notification in all solicitations for bids and requests for proposals for work or materials, regardless of funding source:
 - a. *“The Servicing Agency, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Servicing Agency will insert the clauses of Appendix A of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Servicing Agency will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Servicing Agency receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Servicing Agency receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Servicing Agency will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Servicing Agency with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Servicing Agency or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal funds were extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Servicing Agency retains ownership or possession of the property.
9. The Servicing Agency will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other parties funded in whole or part from the funds provided under this Agreement will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Servicing Agency agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing the Agreement, the Servicing Agency also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. The Servicing Agency also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Servicing Agency must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, the Servicing Agency must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Servicing Agency gives this ASSURANCE in consideration of and for obtaining any Federal funds, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation.

This ASSURANCE is binding on the Servicing Agency, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the funds provided under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-funded programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Servicing Agency or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Servicing Agency or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Servicing Agency will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Servicing Agency or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Servicing Agency to enter into any litigation to protect the interests of the Servicing Agency. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Servicing Agency under the terms of the Agreement:

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Servicing Agency pursuant to the provisions of this Agreement:

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A. ASSURANCE OF DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

The person signing this Agreement for the Servicing Agency certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans and grant agreements) and that all subcontractors shall certify and disclose accordingly.

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

B. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Servicing Agency certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Servicing Agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Servicing Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the Agreement be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of conviction.

Employers of convicted employees must provide notice, including position title, to FHWA. Notice shall include the order number of the Agreement.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The Servicing Agency *may*, but is not required to, provide the site for the performance of work done in connection with the Agreement. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the Agreement. If the Servicing Agency does so, the Servicing Agency shall identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180, 1200, 48 CFR Part 9, and 49 CFR Part 32

These assurances and certifications are applicable to all construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200, and 48 CFR Part. 9.

By entering into this Agreement the Servicing Agency is providing the assurances and certifications for First Tier Participants and Lower Tier Participants as set out below.

1. Instructions for Certification – First Tier Participants:
 - a. The prospective first tier participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
– First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient and subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal

funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D. ASSURANCE OF ADEQUATE FINANCIAL SYSTEMS AND CONTROL OF PROJECT COSTS

- 1. The Servicing Agency will be reimbursed in accordance with the terms of this Agreement.

2. The Servicing Agency shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.
3. The Servicing Agency shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.
4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
5. Financial Management System: By signing this Agreement, the Servicing Agency verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2CFR Part 200.302. The Servicing Agency's failure to comply with these requirements may result in Agreement termination.
6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

E. TRANSPARENCY ACT REQUIREMENTS

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252, hereafter referred to as "the Transparency Act" or "the Act") and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Servicing Agency is required to report as required under the Act: The Servicing Agency shall also report information for its prime contractor.

1. Reporting Obligations

- a. **Applicability.** Unless the Servicing Agency (hereinafter in this section referred to as "you") are exempt as provided in paragraph 4. of this section, you must report each action that obligates \$25,000 or more in Federal funds for a prime contract to an entity (see definitions in subsection 5. of this section).
- b. **Where and when to report.**
 1. You must report each obligating action described in subsection 1.a. of this section to <http://www.fsrs.gov>.
 2. For contractor information, report no later than the end of the month following the month in which the contract was executed. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

2. Reporting Total Compensation of Executives.

- a. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

1. The total Federal funding authorized to date under this award is \$25,000 or more;
2. In the preceding fiscal year, you received—
 - i.* 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii.* \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii.* The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in subsection 2.a. of this section:
 1. As part of your registration profile at <https://www.sam.gov>
 2. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Prime Contractor’s Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each prime contractor receiving funds for which reimbursement will be sought, you shall report the names and total compensation of each of the prime contractor's five most highly compensated executives for the prime contractor's preceding completed fiscal year, if—
 1. In the prime contractor's preceding fiscal year, the contractor received—
 - i.* 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii.* \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 - b. Where and when to report. You must report the prime contractor’s executive total compensation described in subsection 3.a. of this section:
 1. To <http://www.fsr.gov>.

2. By the end of the month following the month during which you executed the prime contract. For example, if a prime contract is executed on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the prime contractor by November 30 of that year.

4. Exemptions.

If, in the previous tax year, you or the prime contractor had gross income, from all sources, under \$300,000, you are exempt from the requirements to report prime contracts and the total compensation of the five most highly compensated executives of any prime contractor.

5. Definitions. For purposes of this section:

a. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a contractor or subcontractor to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Servicing Agency's or prime contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

F. SINGLE AUDIT INFORMATION FOR SERVICING AGENCIES

To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, the Servicing Agency agrees to maintain records that identify adequately the source and application of FHWA funds.

ROAD REPORT MARCH 2019

WINTER PLOWING: Plowing in the lower elevations began February 5th. Our last day plowing in the lower elevations was March 12th. Our crew is working on opening and widening roads in the upper elevations during March.

ROAD DEICING: we continue to spread deicer on asphalt roads as needed.

BRIDGE WORK: Our bridge foreman continues making preparations for bridge repairs. Parts and materials are being ordered and collected for the bridge at pine City and the Vey bridge on Butter Creek.

ROAD SIGNS: Repairs to road signs are being made.

BOARDMAN FACILITY: Rock is being hauled in as time allows.

NORTH END TRANSFER STATION: Crew members are working on subgrade for a scale that is to be installed.

ROAD DAMAGE REPAIR: Crew members are out repairing areas that have been damaged by snow melt and rising creeks. Every creek carrying water from the mountains has caused damage on roadways. Mudslides and falling rock are also creating roadway problems.

POTHOLE PATCHING: Crew members have been filling potholes in problem areas.

CULVERTS: We are keeping an eye on culverts around the county making repairs as needed.

PERMITS: Permits applied for in the month of March:

OOA	490	Bombing Range Road	Columbia Improvement Dist.	Utility	5 ft. Pip	03/11/2019
OOB	936	Laurel Lane	The Port of Morrow	Utility	12" c905 165 psi MWW Pipeline	03/18/2019
OOC	490	Bombing Range Road	Columbia Improvement Dist.	Utility	5 ft. Pip	03/11/2019

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New wind, solar agreement will add STEAM to schools

March 21, 2019 4:30 am



Morrow County Commissioner Jim Doherty via Facebook

HEPPNER, Oregon – The Morrow County Board of Commissioners approved the signing of an amended Strategic Investment Program agreement between the county and Wheatridge Wind Energy LLC and Wheatridge Solar Energy Center LLC. The amended agreement allows for the addition of up to 150 megawatts of solar electricity to be added to the wind energy project, which has a potential of 450 megawatts. If the solar and wind project is fully built out, the agreement could lead to nearly \$5 million dollars each year in payments for the 15-year agreement.

Commissioner Jim Doherty led the negotiations that led to the new agreement for what could be a huge alternative energy source.

“The solar component and the battery component will actually make this the largest in the United States and potentially the world at full build out,” he said.

Doherty said he had to do a lot of studying to become an expert on the alternative energy sources. It was a tough job, but he said it will pay dividends to Morrow County's schools.

"With landowners, constituents, and potential future renewable interests looking on, we needed to set the standard," he said. "It was no less daunting that we were tasked with understanding emerging technologies and the values to Morrow County of this one-of-a-kind energy project."

Also working on the agreement were County Counsel Justin Nelson, Assessor Mike Gorman, and Administrator Darrell Green.

The amended SIP agreement continues the prior provisions that provide substantial funding each year for the Morrow County School District and the Ione School District. Doherty is excited by that would mean because the funding is earmarked to include a new letter in the current acronym of STEM (science, technology, engineering and math). In Morrow County the funds are earmarked to institute a STEAM program, standing for science, technology, engineering, ARTS, and math. The inclusion of the arts is important to Doherty.

"We dance as soon as we can walk," he said. "We sing as soon as we can talk. We draw before we can write. Those are built into our very nature."

He said the county consulted with Gov. Kate Brown about the STEAM program plan and she was pleased. He added that he may be poles apart with the governor from the Democratic Party on numerous issues, but helping children learn is an area where they found agreement.

"I am so pleased to see that as Oregon looks to its future in renewable energy infrastructure, we are also planning ahead for the future of the Oregonians who will drive innovation in this field for generations to come – our students," Brown wrote in a prepared statement. "Every student in our state should have access to hands-on learning, and in STEAM courses, they can connect classroom to career and build skills that will serve them well beyond high school graduation."

Doherty says that committees are being established to create the framework for the STEAM curriculum that could be the best in Oregon.

"This holds the potential of making these humble schools and homegrown students the envy of Oregon," he said.



FAIR!!!

WELLNESS

- GOBHI Greater Oregon Behavioral Health
- Columbia River Health
- Good Shepherd Health Coalition
- Oregon Senior Peer Outreach
- And Many More!

RAFFLES!



VETERANS!



SAFETY

- Morrow County Sheriff discuss Elder fraud and situational awareness.
- Heppner Fire/EMS discuss safety in and around the home.
- Both will touch briefly on disaster preparedness.

April 26th 2019

10:00am-2:00pm

At The American Legion Hall

325 W. 2nd St. Lone, Oregon

MAKE CONNECTIONS!



SENIORS!



RESOURCES

- Oregon Department on Aging and People with Disabilities***Plus Special In Home Service Provider Recruitment!!!
- Veterans Affairs
- OSU SNAP Program
- The Loop
- The Neighborhood Center
- United Way
- And many More!

DIFFERENTLY ABLED!

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LUNCH AVAILABLE FOR PURCHASE

Ione Area Seniors Partnered with Ione Community Church

Ione American Legion and Auxiliary Post #95