



# BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 5, 2015  
10:00 a.m. - Room 308

## BOARD MEETING AGENDA

---

### **CALL TO ORDER/FLAG SALUTE**

### **MINUTES:**

- Minutes, July 29, 2015 Board meeting;
- Minutes, July 29, 2015 Staff meeting.

### **VISITOR COMMENTS - 5 MINUTE LIMIT**

### **MATTERS:**

- 1) Pat Welles/Lonny Welter - Scappoose Bay Watershed Annual Report

### **CONSENT AGENDA:**

- (A) Ratify the Select to Pay for week of 8/3/15.
- (B) Cancel the August 12, 2015 Staff meeting.
- (C) Order No. 41-2015, "In the Matter of Exempting a Personal Services Contract for Construction Management Services from the Screening and Selection Procedures of the Personal Services Contracting Rule".
- (D) Engagement Letter with Pauly Rogers and Co for review of process for distribution of Columbia Health District Funds and authorize the Chair to sign.
- (E) Engagement letter with Pauly Rogers and Co for audit of basic financial statements of the Columbia Health District for Fiscal Year 2015 and authorize the Chair to sign.
- (F) Engagement letter with Pauly Rogers and Co for audit of basic financial statements of the Columbia Health District for Fiscal Year 2014 and authorize the Chair to sign.
- (G) Engagement letter with Pauly Rogers and Co for audit of basic financial statements of the Columbia Health District for Fiscal Year 2013 and authorize the Chair to sign.

**AGREEMENTS/CONTRACTS/AMENDMENTS:**

- (H) Intergovernmental Agreement For Strategic Technology Reserves Non-Emergency Use Agreement and authorize the Chair to sign.
- (I) Contract with Parametrix for Hermo Road Construction Quality Assurance.
- (J) Intergovernmental Agreement #9880-A3 with the Oregon Department of Education for Juvenile Crime Prevention Grant Funds and authorize the Chair to sign.

**DISCUSSION ITEMS:**

- Beverly Danner: CDBG Grant Proposal
- Russ Clark - Request for budget increase
- Sheriff Dickerson - Request for Transport Vehicle

**COMMISSIONER HEIMULLER COMMENTS:**

**COMMISSIONER HYDE COMMENTS:**

**COMMISSIONER FISHER COMMENTS:**

**EXECUTIVE SESSION:**

*Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Exempting a Personal Services )  
Contract for Construction Management Services ) **ORDER NO. 41-2015**  
from the Screening and Selection Procedures )  
of the Personal Services Contracting Rule )

WHEREAS, Section 10 of the Columbia County Personal Services Contracting Rule, adopted by Order No. 38-2006, authorizes the County to exempt certain personal services contracts from the screening and selection procedures of the Personal Services Contracting Rule with the following findings:

(a) It is unlikely that such exemption will encourage favoritism in the awarding of personal services contracts or substantially diminish competition for these contracts; and

(b) the awarding of personal services contracts pursuant to the exemption will result in substantial cost savings to the County. In making such findings the Board may consider the type, cost, amount of the contract, number of persons available to bid and such other factors as the Department may deem appropriate; and

WHEREAS, the Personal Services Contracting Rules exempt single-source personal services contracts from the screening and selection procedures of the Personal Services Contracting rule where only a single personal services contractor is known to the County to be qualified to do the particular job or perform the particular services required, or only the single personal services contractor has reasonable access to factual, technical or statistical information necessary to perform the services required; and

WHEREAS, the Columbia County Public Works Department has issued a permit to Columbia Pacific Bio Refinery for the construction of Hermo Road, which is a multi-phased, complicated project involving wetland mitigation, evolving engineering design, and environmental permits from the U.S. Army Corps of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality; and

WHEREAS, due to the complexity of constructing Hermo Road, which is now in its second phase, and the time line for construction to comply with environmental permits, the County requires a highly qualified construction management and engineering design services to monitor and inspect construction as well as review, approve and revise engineering designs under tight time constraints; and

WHEREAS, Parametrix, Inc., is an engineering and construction management firm that prepared engineered designs and managed the construction of the first phase of the construction Hermo Road. Parametrix also prepared the original plans and specifications for phase 2 of Hermo Road, which was not constructed due to lack of funding; and

WHEREAS, the permittee has also hired Parametrix to refine and update the plans and specifications for phase 2 in order to allow the permittee to obtain firm bids for construction; and

WHEREAS, because of Parametrix's role in the design and construction, its in-depth understanding of the site conditions, construction designs, and environmental permits puts it in the

best position to understand the full scope of the project, perform construction monitoring and inspections, and promptly address any necessary changes in engineering designs during construction; and

WHEREAS, other engineering firms are unlikely to assume the professional liability for the engineering and design of the project without conducting their own review, which would be duplicative and costly to the County; and

WHEREAS, because of its involvement in the project, Parametrix has also developed a relationship with the permittee, the construction contractor, water association, utility companies, area residents and the County with respect to the project; and

WHEREAS, Parametrix is therefore the only firm known to the County with reasonable access to the factual, technical and historical information necessary to perform the services required; and

WHEREAS, for the foregoing reasons it is unlikely that the exemption of a personal services contract with Parametrix will encourage favoritism in the awarding of personal services contracts or substantially diminish competition for these types of contracts; and

WHEREAS, hiring a new contractor for the project would add unnecessary costs because the County would have to pay for the new contractor to develop the detailed knowledge necessary to manage this complex project and would incur costs for substantial project delays caused by the contractor's lack of familiarity; and

WHEREAS, if the County were to conduct a time consuming procurement, the County would have difficulty meeting the permittee's construction schedule; and

WHEREAS, for the foregoing reasons the awarding of a personal services contract to Parametrix pursuant to the exemption will result in substantial cost savings to the County;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. The above recitals are adopted as findings in support of this decision; and
2. The contract with Parametrix, Inc., to perform construction design and management services for Hermo Road phase 2 is hereby exempted from the screening and selection procedures of the Personal Services Contracting Rule.

DATED this \_\_\_\_ day of August, 2015.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Henry Heimuller, Chair

Approved as to form

By: \_\_\_\_\_  
Anthony Hyde, Commissioner

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Earl Fisher, Commissioner



**PAULY, ROGERS, AND Co., P.C.**  
12700 SW 72<sup>nd</sup> Ave. Tigard, OR 97223  
(503) 620-2632 (503) 684-7523 FAX  
www.paulyrogersandcocpas.com

July 20, 2015

Trustees of Columbia Health District  
St. Helens, OR

This letter is to confirm our understanding of the terms and objectives of our engagements and the nature and limitations of the services we will provide.

We will apply the agreed-upon procedures listed below to selected financial records relating to the distribution of remainder funds of the former Columbia Health District to taxpayers as a property tax refund as described by state statute when a taxing district is dissolved. Our engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Trustees of Columbia Health District. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed below do not constitute a full audit performed in accordance with Generally Accepted Auditing Standards, we will not express an opinion on the selected financial statements or any elements, accounts, or items thereof, of Columbia County, Columbia Health District or the Trustees of Columbia Health District. In addition, we have no obligation to perform any procedures beyond those listed below.

#### **COLUMBIA HEALTH DISTRICT AGREED-UPON PROCEDURES**

1. Determine that the assumptions and estimates made by management in calculating the distribution of remainder funds of the former Columbia Health District to taxpayers as a property tax refund as described by state statute when a taxing district is dissolved on behalf of the Trustees of Columbia Health District appear to be reasonable in accordance with accounting principles generally accepted in the United States of America, in addition to applicable local and state laws.
2. Examine the calculations made by management and re-calculate these calculations to determine whether the distributions were properly calculated.

We will submit a report listing the procedures performed and the results of those procedures. This report is solely for the use of the Trustees of Columbia Health District and should not be used by those who did not agree to the procedures.

Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. At the conclusion of our engagement, we will require a representation letter from management of the Trustees of Columbia Health District.

Our fees for these services will not exceed \$500. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

**ACKNOWLEDGEMENT**

We appreciate the opportunity to be of service to the Trustees of Columbia Health District and believe this letter accurately summarizes the significant terms of our engagements. If you have any questions, please let us know. If you agree with the terms of our engagements as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party by giving written notice at least (90) days in advance.

Sincerely,



Matthew Graves, CPA  
PAULY, ROGERS AND CO., P.C.

RESPONSE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**PAULY, ROGERS, AND CO., P.C.**  
12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
(503) 620-2632 ♦ (503) 684-7523 FAX  
www.paulyrogersandcocpas.com

July 20, 2015

Trustees of Columbia Health District  
St. Helens, Oregon

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2015. We will audit the basic financial statements of Trustees of Columbia Health District as of and for the year ended June 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records of Trustees of Columbia Health District and other procedures we consider necessary to enable us to express such opinions. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for establishing and maintaining internal controls for compliance with laws, regulations, contracts and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Trustees involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the Trustees received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Trustees comply with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or illegal acts that we may report.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (4) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary

**Trustees of Columbia Health District**  
**July 20, 2015**

information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

**Schedules and Financial Statements Prepared by Management**

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for preparing the financial statements and notes in our fee section below.

**General Audit Procedures**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Audit Administration, Fees and Other Items**

Matthew Graves, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation.

**Trustees of Columbia Health District**  
**July 20, 2015**

The fees for our services should not exceed \$1,700. This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We appreciate the opportunity to be of service to Trustees of Columbia Health District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,



Matthew Graves, CPA  
PAULY, ROGERS AND CO., P.C.

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

Title: \_\_\_\_\_

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



**PAULY, ROGERS, AND CO., P.C.**  
12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
(503) 620-2632 ♦ (503) 684-7523 FAX  
www.paulyrogersandcocpas.com

July 20, 2015

Trustees of Columbia Health District  
St. Helens, Oregon

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2014. We will audit the basic financial statements of Trustees of Columbia Health District as of and for the year ended June 30, 2014.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records of Trustees of Columbia Health District and other procedures we consider necessary to enable us to express such opinions. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for establishing and maintaining internal controls for compliance with laws, regulations, contracts and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Trustees involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the Trustees received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Trustees comply with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or illegal acts that we may report.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (4) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary

**Trustees of Columbia Health District**  
**July 20, 2015**

information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

**Schedules and Financial Statements Prepared by Management**

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for preparing the financial statements and notes in our fee section below.

**General Audit Procedures**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Audit Administration, Fees and Other Items**

Matthew Graves, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation.

**Trustees of Columbia Health District**  
**July 20, 2015**

The fees for our services should not exceed \$1,700. This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We appreciate the opportunity to be of service to Trustees of Columbia Health District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,



Matthew Graves, CPA  
PAULY, ROGERS AND CO., P.C.

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

Title: \_\_\_\_\_

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



**PAULY, ROGERS, AND CO., P.C.**  
12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
(503) 620-2632 ♦ (503) 684-7523 FAX  
www.paulyrogersandcocpas.com

July 20, 2015

Trustees of Columbia Health District  
St. Helens, Oregon

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2013. We will audit the basic financial statements of Trustees of Columbia Health District as of and for the year ended June 30, 2013.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records of Trustees of Columbia Health District and other procedures we consider necessary to enable us to express such opinions. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for establishing and maintaining internal controls for compliance with laws, regulations, contracts and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Trustees involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the Trustees received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Trustees comply with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or illegal acts that we may report.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (4) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary

**Trustees of Columbia Health District**  
**July 20, 2015**

information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

**Schedules and Financial Statements Prepared by Management**

Management is responsible for ensuring that all accounts are reconciled, preparing the financial statements and all supplementary schedules, preparing the notes to the financial statements, and preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for preparing the financial statements and notes in our fee section below.

**General Audit Procedures**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Audit Administration, Fees and Other Items**

Matthew Graves, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation.

**Trustees of Columbia Health District**  
**July 20, 2015**

The fees for our services should not exceed \$1,700. This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We appreciate the opportunity to be of service to Trustees of Columbia Health District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,



Matthew Graves, CPA  
PAULY, ROGERS AND CO., P.C.

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

Title: \_\_\_\_\_

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

**INTERGOVERNMENTAL AGREEMENT  
FOR STRATEGIC TECHNOLOGY RESERVES  
NON-EMERGENCY USE AGREEMENT**

Pursuant to and in accordance with ORS 190, this Agreement is made and entered into by and between State of Oregon acting by and through the Oregon Department of Transportation ("State"), and, (Columbia County) acting by and through its elected, appointed, designated or delegated officials, hereinafter referred to as "Agency" all herein referred to individually or collectively as "Party" or "Parties."

**DEFINITIONS**

1. "Caching" means strategically placing equipment or materials in a secure storage place with the intent of future recovery for operational use.
2. "Wireless Communications" means communications accomplished without the use of a hard wire connection via radio, microwave or infrared technologies, including but not limited to fixed, mobile, and portable radios licensed under Federal Communications Commission rules and regulations as detailed in 47 CFR Parts 90 and 101, cellular phones, wireless networking (i.e. WiFi, WiMAX), or satellite communications.
3. "Wireless Communications Equipment" means communications equipment, including but not limited to, routers, antenna, other transmitting or receiving equipment for radio and microwave, and associated accessories and ancillary devices used to support Wireless Communications.

**RECITALS**

1. Pursuant to ORS § 401.168(3) the Governor has authority to direct any agencies in the state government to utilize and employ state personnel, equipment, and facilities for the performance of any activities designed to prevent or alleviate actual or threatened damage due to an emergency, and may direct the agencies to provide supplemental services and equipment to local governments to restore any services in order to provide for the health and safety of the citizens of the affected area.

**BACKGROUND INFORMATION**

1. The State of Oregon has acquired and developed several caches of communications equipment for the re-establishment of communications in a disaster or emergency, which are known as the Strategic Technology Reserves (STR). The STR are owned by Oregon Department of Transportation (State) and housed at State or Oregon State Police (OSP) locations. In the event of a disaster or emergency, deployment is subject to Emergency Support Function 2 (ESF2), which is coordinated through the Oregon Office of Emergency Management (OEM).
2. STR assets are intended for use by state agencies, counties and first response governmental agencies for tactical training, and exercising purposes. Usage is prearranged with State for these purposes only by

entities that have entered into this Agreement with State. The STR assets must be used by the Parties to promote economic security, reliability and accessibility, and must be cost effective for public agencies.

**NOW THEREFORE**, it is agreed by and between the Parties hereto as follows:

## **TERMS OF AGREEMENT**

1. Request for STR use. Whenever the Agency desires use of STR assets, the Agency shall send a reservation request in writing via US Mail, Email or Facsimile, to State identifying the cache or caches which the Agency desires to use, on what date the Agency desires to pick up the STR cache(s), and what date the Agency wishes to return the cache(s). A sample "Reservation Request Form" is attached hereto as Exhibit A, and by this reference made a part of this Agreement.
2. State shall respond in writing to Agency, either approving or denying the reservation request. If State accepts the reservation request, the Parties shall then make specific arrangements for the cache pick-up and drop-off.
3. Required Terms. Each reservation request must reference and incorporate this Agreement. In addition, the reservation request must:
  - a. Have a three (3) business day notification for check out, or fourteen (14) days if Agency is requesting special programming or configuration of the radios.
  - b. Designate a responsible party for proper care and use of the STR assets;
  - c. Designate a responsible party for return of the STR assets to State;
  - d. Designate a responsible party for costs of any repair or replacement of damaged or lost STR assets during the time period the STR assets are in the possession of the Agency;
  - e. Include a requirement that the Agency pay actual ODOT costs for the inventory, testing, any requested programming of the radios, and refurbishment of the STR assets including the cost of providing a trained communications technician if Agency does not have trained personnel ("ODOT Costs"). ODOT costs may be reimbursed by grant funding if available. Agency must verify availability of grant funding prior to check out.
  - f. Designate a point of contact for each reservation of STR assets.
4. Amateur radio kit may be checked out by licensed HAM operators for training, exercise and maintenance as approved by OEM and the local County Emergency Manager.
5. Procedures and Conditions. The following procedures and conditions apply to all STR assets used by the Agency under this Agreement:
  - a. The Agency shall bear the cost of installing and maintaining all STR assets during the reservation time period and for testing and refurbishment and any required reprogramming upon return;

- b. Requests for STR assets may only be made by the Agency that has executed this Agreement;
  - c. The Agency shall return the equipment on the agreed-upon date in full working order;
  - d. The Agency will provide a technician trained to operate the equipment, or agrees to pay the cost of a State communications technician for the duration of the asset use, if a State technician is available. If Agency does not have an Agency staff member who has been trained by State at an orientation and operations training and a State technician is not available, Agency will not be able to check out the STR assets for the requested time period. The exception is the Amateur radio equipment will not be operated, tested or repaired by State staff.
6. Term. The term of this Agreement shall be for five (5) years commencing on the date of the last signature below and will require an amendment to this Agreement if the Parties desire to extend.
7. Termination. Either Party may terminate this Agreement upon thirty (30) days' notice for any reason.
- a. State may terminate this Agreement immediately upon notice to Agency for any of the following reasons:
    - i. If Agency fails to perform any of the provisions of this Agreement or the Reservation, or after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
    - ii. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to perform its obligations in this Agreement.
    - iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the provisions of this Agreement are prohibited.
8. Liability. Agency shall take reasonable precautions to protect State STR assets during a reservation period. The Agency will pay full replacement costs of any equipment that is lost or damaged while in Agency's custody. Reference current STR Rate Sheet in the Plan for Operations Manual for current cost.

9. Contribution

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party to an Agreement (the "Notified Party") with respect to which the other Party to an Agreement ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- b. With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Agency on the other hand is determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand is determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding. This

contribution provision shall also be applicable to any claims for environmental contamination.

10. Insurance

Each Party shall provide insurance or self-insurance for each Agreement as described below:

- a. State is self-insured under ORS 30.282(2) up to the limits described in ORS 30.269 to 30.273. In addition, the State has qualified for self-insurance under ORS 806.130 of the Oregon Vehicle Code up to the limits as set forth in ORS 806.070. Upon request by the Agency, the State shall provide written proof of self-insurance to the Agency.
  - b. Agency shall, at its own cost and expense, either (1) secure and maintain a policy of insurance from a qualified insurance company(s) through the term of this Agreement, (2) provide similar type protection through an Administrative Trust commonly known as City County Insurance Services, or (3) establish and maintain a self-insurance program under ORS 731.036 and ORS 30.282. In either case, Agency shall secure liability protection with respect to its operations and operations of its officers, employees, and agents including volunteers acting within the scope of their employment or duties arising out of a governmental or proprietary function, equivalent to the limits identified in the Oregon Tort Claims Act, ORS 30.260 through 30.300.
  - c. Insurance certificates will be located in the Parties' files and will be made available upon request by any of the Parties.
  - d. All employers, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
11. Independent Contractors. The Parties agree and acknowledge that their relationship is that of independent contracting parties and neither Party is an officer, employee or agent of the other Party as those terms are used in ORS 30.265 or other applicable statute.
12. Successors and Assigns. This Agreement is binding upon the Parties and their successors. Neither Party may assign its rights or delegate its obligations under this Agreement without the written consent of the other Party.
13. Modifications. Any amendments or modifications of this Agreement must be in writing and will be effective only after each Party has signed the amendment.
14. Waiver. No waiver of any breach of any term, covenant or condition of this Agreement constitutes a waiver of any subsequent breach of the same or any other term or condition.

15. Mediation. The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. If the Parties are unable to resolve a conflict under this Agreement, they shall present their disagreements to a mutually agreeable mediator for mediation. Each Party shall bear its own costs for mediation and the Parties shall share the cost of the mediator. This procedure must be followed to its conclusion prior to either Party seeking relief from the court, except in the case of an emergency.
16. Notice. Any notice required or permitted to be sent under this Agreement will be deemed sent when it is deposited in the United States Mail, postage prepaid, addressed to the other party or parties at the following address, or at a new address, if such new address has been given to the other parties:

AGENCY: Attention: \_\_\_\_\_, or designee

Phone: (503-397-4322)

Fax: (503) 397-7243

Email:

ODOT: Wireless Section Communications Section Manager or designee

455 Airport Road SE, Building C

Salem, Oregon 97301

Phone: 503-986-2911 Fax: 503-986-2899

Email: WirelessWorkOrderDesk@odot.state.or.us

17. Force Majeure. No Party is liable for breach or delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority, compliance with priority orders or preference ratings issued by the federal government, acts of government authorities with respect to revocation of export or re-export permits/licenses, wrecks, or unusually severe weather. The Party that cannot perform shall, however, make all reasonable efforts to remove or eliminate such cause of delay or breach and, upon the cessation of the cause, shall diligently pursue performance of its obligations under this Agreement. In the event of any such delay, the required date of services will be extended for a period of time equal to the period of the delay, or as short a period as is reasonably possible.
18. Governing Law. The terms of this Agreement are to be construed according to the laws of the State of Oregon. Any claim, action, suit or proceeding ("claim") between the Parties that arise from or relate to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County,

Oregon. Except as provided in this section, neither Party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

**Columbia County**, by and through its Board of Commissioners

By \_\_\_\_\_

Date \_\_\_\_\_

**City of** \_\_\_\_\_, by and through its

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY FOR LOCAL AGENCIES**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_

Maintenance and Operations Engineer

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

ODOT/OSP Wireless Section Manager

Date \_\_\_\_\_

**State Contact:**

ODOT/OSP Wireless Section Manager, or designee

455 Airport Road, Building C

Salem, OR 97301

503-986-2911

WirelessWorkOrderDesk@odot.state.or.us

**Contact**

Name/Title, or designee

Address

Phone

Email



**EXHIBIT A**  
STR Reservation Form

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

1. Agency has completed the STRATEGIC TECHNOLOGY RESERVES NON-EMERGENCY USE AGREEMENT (Prior completion of the agreement is required to reserve any STR cache equipment for non-emergency use or training):        yes        no
2. Cache to reserve:
  - Voice Radio kit        \_\_\_\_\_
  - Satellite Data kit        \_\_\_\_\_
  - Amateur Radio kit        \_\_\_\_\_
3. Pick Up Date:
4. Return Date:        (Reservation must be for less than two (2) weeks unless prior approval has been received from the ODOT Wireless Communication Section Manager)
5. Individual designated for proper care and use and return of the equipment:
6. Point of Contact responsible for reimbursement of costs to repair damaged equipment:
7. Does agency need a trained communications technician? (Yes/No). If so, Agency agrees to pay the actual cost of a technician, if available, which is currently about \$65.00 per hour.
8. Preferred cache location (Please check a location for pick up and drop off).
  - Please access State Homeland Security Grant funds for Agency benefit for this requested use of STR trailer.**
  - Please invoice Agency for this requested use of STR trailer.**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

<b>Check</b>	<b>Location</b>	<b>Address</b>
	Cache #1: La Grande	3016 Island Ave, La Grande, OR
	Cache #2: Roseburg	3339 Old Hwy 99 South, Roseburg, OR
	Cache #3: Baker City	19755 Hwy 86, Baker City, OR
	Cache #4: Eugene	1920 Henderson Avenue Eugene, OR 97403
	Cache #5: Bend	63055 N Hwy 97, Bend, OR
	Cache #6: Central Point	4500 Rogue Valley Hwy, Suite A, Central Point, OR
	Cache #7: Milwaukie	9002 SE McLoughlin Blvd, Milwaukie, OR
	Cache #8: Salem	455 Airport Rd SE Bldg. D 97301-5375
	Cache #9: Salem	455 Airport Rd SE Bldg. D 97301-5375
	Cache #10: Klamath Falls	2557 Altamont Dr., Klamath Falls, OR 97603-5701
	Cache #11: Pendleton	1327 Southeast 3rd Street, Pendleton, OR
	Cache #12: The Dalles	3313 Bret Clodfelter Way, The Dalles, OR 97058-9736

**All requests will be considered on a case-by-case basis according to availability, in accordance with the Strategic Technology Reserves (STR) Plan for Operations.**

**Return to:**

**ODOT Wireless Section Manager**

**455 Airport Rd, Building C**

**Salem, Oregon 97301**

**Phone: 503-986-2896**

**Fax: 503 986-2899**

**Approved by ODOT Wireless Section Manager**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## EXHIBIT B

### Operational Cost Recovery

- Checkout and return costs are based on actual technician time involved in pre-deployment inventory and training for party(s) checking out the cache plus 2-4 hours after deployment for inventory, cleaning and repacking after deployment.
- Hourly rates including travel costs, tools, equipment etc. range from \$48 to \$74 per hour.
- Per Diem will be charged for any deployment requiring overnight travel. Rates vary by area from \$123.00 to \$182.00 per day depending the deployment location and seasonal cost adjustments.
- ODOT Technicians will utilize commercial lodging and meal services.
- Consumable supplies (batteries, fuel etc.) will be billed at actual cost.
- Any item lost or damaged during use will be replaced by ODOT Wireless Communications Section and billed to the agency using the equipment. Values range from \$80 for a speaker microphone to over \$3500 for a Harris Unity portable radio.
- Satellite phone charges will be invoiced at actual cost. A copy of the bill for satellite data and satellite phone will be provided with the invoice for reimbursement.

PERSONAL SERVICES CONTRACT (ORS Chapter 279C)  
(Architectural, Engineering, Land Surveying and Related Services)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and PARAMETRIX, hereinafter referred to as "Contractor".

WITNESSETH:

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

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.
2. Completion Date. The completion date for this Agreement shall be no later than December 31, 2015. The County at its sole discretion may extend this Agreement for one (1) year by providing written notice to Contractor.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$894,407.00, said amount to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

Dave Hill, Director  
Columbia County Road Dept  
1054 Oregon Street  
St. Helens, OR 97051  
503-397-2353

Brian Bierwagen, P.E.  
Parametrix, Inc.  
700 NE Multnomah, Suite 1160  
Portland, OR 97232  
503-233-2400

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other

applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
  - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
10. Statutory Provisions. Pursuant to the requirements of ORS Chapter 279C and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
  - A. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under this Agreement who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.
  - B. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  - C. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed

inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
12. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
13. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
14. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
15. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall also maintain errors and omissions insurance of not less than \$1,500,000. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
16. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties, or by either party, with or without cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
  - A. If Contractor fails to perform the work in a manner satisfactory to County.
  - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds

advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

17. Time of the Essence. The parties agree that time is of the essence in this Agreement.
18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
19. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
20. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
22. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
23. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBIT "A") CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Henry Heimuller, Chair

By: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Hyde, Commissioner

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Earl Fisher, Commissioner

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

## Exhibit A SCOPE OF WORK

### Columbia County Road Department Hermo Road Improvement Project – Construction Quality Assurance

#### PARTIES

For the purposes of this scope of work, the parties are as follows:

- “Consultant” refers to Parametrix;
- “County” refers to Columbia County;
- “CPBR” refers to the construction permit holder Columbia Pacific Bio Refinery; and
- “Contractor” refers to the contractor hired by CPBR to perform construction services under the permit.

#### PROJECT DESCRIPTION

The Hermo Road Improvement Project (Project) involves the reconstruction of Hermo Road from Quincy-Mayger Road to the Port Westward industrial site. Work includes the construction of a new section and reconstruction of existing sections of Hermo Road. The project will also involve the reconstruction of the Hermo Road and Quincy-Mayger Road intersection, as well as the construction of a 6-inch and 2-inch waterline along Hermo Road. The project length is approximately 3.2 miles from Quincy-Mayger Road to the Port industrial site. The Project is also known as Hermo Road Phase 2. Consultant’s scope of work involves construction management and administration and quality assurance of the Project during construction. Consultant’s scope of work encompasses the construction phase of the project and includes an estimate for construction management and administration and quality assurance for the following work:

- **Phase 2a:** Construction of Hermo Road to top of aggregate base. Work includes all grading, drainage, roadway aggregate section from Quincy Mayger Road to the CPBR entrance. Work is assumed to be 6 months from July through December 2015.
- **Phase 2b:** Construction of Hermo Road asphalt surface, striping, cleanup, and project closeout. Work included in this estimate assumes a 6-month duration in 2016. Beginning of construction will be determined. Work will be approved by Columbia County (County) and paid for on a time and materials basis.

The following work is included in the Scope of Work (SOW) for the Hermo Road Improvement Project:

#### Hermo Road Construction

Consultant shall provide construction quality assurance for the construction of the Project. The construction work is assumed to begin July 2015 and to be completed by the end of December 2015.

***Project Duration/Milestone Schedule***

The estimated duration for the construction Tasks 1–11 is estimated at 6 months (July 2015 through December 2015). Work occurring in 2016 is included in Contingency Tasks C7–C20. Anticipated completed milestone dates are estimated to include the following:

Notice to Proceed	July 2015 (estimated)
Construction of Roadway to Top of Aggregate Base	December 2015
Settlement Period	December–July 2016
Final Asphalt Paving	August 2016
Project Closeout	September 2016

**Task 1 – Project Management and Coordination**

**Goal**

Under this task the necessary overview and guidance for the Project is established. Consultant shall provide quality assurance inspection and testing for the construction of Hermo Road. Consultant shall guide and direct these services and Consultant’s team in conformance with contract requirements and the Project’s goals and objectives.

**Approach**

The primary objective of this task is to provide necessary project information to the team through periodic team meetings, phone, and email.

Project management and coordination with Consultant shall include, as appropriate:

- Weekly construction coordination meetings with the County, CPBR, and Contractor will be held at the project site in Clatskanie, Oregon. Attendees will include the Consultant’s construction manager/inspector, and design project manager, where the surveyor, geotechnical engineer, and environmental compliance manager, will attend as needed.
- Schedule and facilitate a preconstruction meeting at the offices of the County to be attended by the Consultant’s project manager, design engineer, construction manager/inspector, environmental representative, and surveyor. Include County, CPBR, Contractor, utility companies and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, construction surveying, and other items relevant to the construction of the Project.
- Prepare monthly progress reports, and other correspondence, as appropriate. The monthly report, addressing progress of the work shall include, as appropriate:
  - A summary of progress completed since last monthly report.
  - A narrative to define delay, if any, problems, and needs for responsive action.

- Coordinate preparation of project documentation, including the following:
  - All necessary project correspondence, letters, memos, meeting minutes, etc., for support to the project work. Maintain a central file for all written materials.
  - Prepare and submit monthly progress billings to County.
  - Approve and process all subcontract billings.
  - Submit subconsultant monthly progress billings to County.

### Assumptions

- Project duration is assumed to be July through December 2015, approximately 25 weeks. One preconstruction meeting to be held at the offices of the County.
- Weekly coordination meetings with the County, CPBR, and Contractor. All meetings will be held at the project office in Clatskanie for the duration of the project. Assume 20 coordination meetings.

### Deliverables

- Monthly progress reports, coordination meeting minutes, preconstruction meeting agenda and minutes, project documentation, and monthly progress billings

## CONSTRUCTION ENGINEERING

### Task 5 – Preconstruction Services

#### Goal

Prepare systems and procedures and coordinate construction activities required to prepare for construction.

#### Approach

Consultant shall assist County in establishing communication procedures during construction. In addition, Consultant shall provide systems and procedures for construction observation and testing, submittals, permits, pay requests and payments.

#### Assumptions

- Consultant shall utilize forms approved by the County as appropriate to record items listed above.

#### Deliverables

- Procedures for communication, inspection and testing, submittals, permits, pay requests and payouts.

### Task 6 – Submittal Review

#### Goal

Review submittals from Contractor for adherence to project plans and specifications.

## Approach

Consultant shall review submittals for alternative materials, shop drawings, Requests for Additional Information (RFI), and change order requests. Consultant shall provide information as requested and make recommendations to County for final approval of changes to Plans and Specifications. Consultant shall prepare all change order forms for approval by the County and CPBR. All official documentation and communication from Contractor to County will go through Consultant as primary point of contact.

- Provide office engineering technician support services including, but not limited to, the following:
  - Assist in the review of the Contractor's shop drawings, schedules, and other submissions.
  - Initiate routine contract correspondence.
  - Prepare drafts of and provide support documentation for changes to the plans and specifications.
  - Review as-built drawings provided by the Contractor to verify that as-built conditions have been marked on the plans.
  - Perform other office services in the absence of the County.
  - Review mix design, materials, and make recommendations to County.
  - Review erosion control plan, traffic control plan, and all other documents required to be submitted by the Contractor, for approval by the County.

## Assumptions

- County shall approve requests for changes to plans and specs.

## Deliverables

- RFIs, Addenda, and Change Orders.

## Task 7 – Construction Environmental Compliance Monitoring and Inspection

### Goal

Consultant shall provide environmental on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, July 2015 plans and specifications, and environmental permits. Consultant shall coordinate and conduct on-site environmental monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site environmental monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the Contractor's schedule and evaluation of the work performed in conformance with the plans, specifications, and environmental permits. Consultant shall monitor the Contractor's quality control process for compliance with the plans and specifications.

## Approach

Consultant shall monitor and enforce the following for environmental compliance with plans, specifications, and environmental permit requirements:

- Permit compliance during construction.
- Erosion control installation and maintenance.
- Turbidity monitoring (if required).

## SCOPE OF WORK (continued)

---

Consultant shall monitor the Contractor to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the plans, specifications, and environmental permits). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the Contractor:

- Erosion Control Monitoring Reports
- Turbidity Monitoring Reports

Consultant shall perform compliance and mitigation monitoring related to environmental conservation measures agreed upon with state and federal regulatory agencies through permit conditions. This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall conduct site environmental inspections to assist Contractor, County, and CPBR in maintaining compliance with issued regulatory permits and the special provisions.

Consultant shall provide documentation of the construction process relative to this environmental compliance. Consultant shall review the Contractor submittals for compliance with the plans, specifications, and permits:

- Contractor Quality Control Plan
- Work Area Isolation Plan
- Temporary Water Management Plan (TWMP)
- Work Containment Plan and System (WCP/WCS)
- Erosion and Sediment Control Plan (ESCP)
- Pollution Control Plan (PCP)
- Weed Control Work Plan (WCWP)

Consultant shall coordinate and schedule monitoring visits coincident with activities that have significant environmental components.

Consultant shall evaluate on-site conditions and construction techniques during environmental inspection site visits to assess compliance with Project permits, the PCP, the ESCP, proposed site rehabilitation measures, and general environmental conservation measures. Consultant shall identify deficiencies and potential permit compliance issues and provide guidance to County and Contractor to aid in avoiding potential regulatory agency involvement or violations.

Based on the Project's significant site rehabilitation measures (to offset Project impacts), Consultant shall provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits.

In the event that deficiencies are noted, Consultant's environmental specialist shall immediately bring the deficiency to the attention of the Contractor, County, and CPBR and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall conduct up to 10 environmental inspection site visits and prepare brief construction environmental inspection reports or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

### Deliverables

- Reviewed Contractor-submitted Erosion Control Monitoring Reports for compliance no later than 2 weeks after each inspection site visit.
- Reviewed Contractor-submitted Erosion Control Monitoring Reports no later than 2 weeks after each inspection site visit.
- Reviewed Contractor-submitted Turbidity Monitoring Reports no later than 2 weeks after each inspection site visit.
- Completed Consultant construction monitoring memorandums – If compliance issues are noted, document the deficiencies, recommendations, and corrective action taken to correct deficiencies. Submit one copy to Contractor and County within 5 business days after the monitoring site visit.
- General Daily Progress Reports/Project Diary – Complete daily when performing on-site visits.
- Project Photography/Photo Logs – Submit with reports (when applicable) and final Project documentation.

### Task 8 – Quality Assurance (QA) of Construction Contractor’s Survey Work

#### Goal

Work includes QA of Contractor’s survey for Hermo Road Construction. Consultant's licensed Land surveyor shall provide land surveying services and deliverables that conform to all state statutes pertaining to survey and land boundary laws.

Consultant’s survey personnel shall perform all surveying tasks in accordance with the Project-approved plans and specifications. Consultant shall provide qualified personnel to assure that the Project is constructed to the lines and grades as shown, specified, or established.

#### Approach

Consultant shall:

- Coordinate with County, CPBR, and Contractor as needed to require compliance with and verify that the construction survey work completed by the Contractor for the Project is in conformance with the approved plans, specifications and applicable laws.
- Attend and participate in a pre-survey meeting with the County, CPBR, and Contractor and others as may be appropriate. Consultant shall coordinate with County, CPBR, and Contractor to determine participants, and to schedule the pre-survey meeting at an agreed-upon time no later than 2 weeks prior to beginning construction.
- Perform QA review of Contractor’s survey data such as contractor notes and staking notes. Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to Contractor on items not in compliance from calculation checks and when/what corrections were made.

## SCOPE OF WORK (continued)

---

- Perform QA review of Contractor's field survey work including field stakes. Provide memo indicating dates and times the survey field checks of Contractor's survey work were performed and the results of the field checks along with copy of notification to Contractor on items not in compliance with approved construction plans and when/what corrections were made. (Assume up to 20 one-day visits during Contractor staking and grading, July 2015 through December 2015.)
- Perform QA review of Contractor's field survey work including checking constructed grades at various levels. Provide memo indicating dates and times the survey field checks of Contractor's survey work were performed and the results of the field checks along with copy of notification to Contractor on items not in compliance with approved construction plans and when/what corrections were made. (Assume up to 15 one-day visits during Contractor staking and grading, July 2015 through December 2015.)
- Calculate the baseline alignment from final construction plans. This alignment will be imported into the data collector to allow station and offset data to be set out anywhere along the alignment to check the Contractor's stakes.
- For those features requiring layout from CAD files we will "pick off" coordinates from the CADD drawing file.
- A "surface" will be imported to the data collector and used to check the as-constructed surface. The existing surface shots will be processed and depicted in a comparison report.
- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the plans and specifications) for use by the Contractor's surveyor.
- Prepare horizontal and vertical alignment printouts and construction grade data including annotated cross sections (from the plans and specifications) for use by the Contractor's surveyor.

### Assumptions

- Stake-Checking Assumptions: 24 weeks of construction (assume 20 one-day site visits).
- Grade-Checking Assumptions: 20 weeks of construction (assume 15 one-day site visits).

### Deliverables

- Pre-survey meeting agenda.
- Pre-survey meeting minutes – one copy to each meeting attendee within 1 week after the meeting.
- Map and digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points – Submit original to Contractor at the preconstruction or pre-survey meeting.
- Horizontal and vertical alignment printouts, construction grade data – Submit original to Contractor at the preconstruction or pre-survey meeting.
- Consultant shall provide a comparison report for grade checking showing acceptable or unacceptable positions. Submit report via email to Contractor with copy to County within 5 business days of receipt of survey data from Contractor.
- Consultant shall provide a cut sheet for survey and field stake checking showing plan calculated data compared to Contractor's actual field data. Submit via email to Contractor with copy to County within 5 business days of request.

## Task 9 – Construction Activity Monitoring

### Goal

Consultant shall provide site observation and documentation of construction activities to assure Project conformance to the plans and specifications. Consultant shall provide inspection concurrently with the Contractor's operation. Consultant shall coordinate closely with Contractor to ensure on-site inspections are coordinated with the construction schedule. Consultant shall prepare general daily progress reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo log of critical construction activities. The photo log must be kept up to date throughout construction and available for review by County.

### Approach

The Consultant shall perform the following duties at the construction project:

- Reporting to and interacting with the County regarding the status of the work, problems, disputes, etc.
- Monitoring and interacting with the County on the day-to-day activities of the construction work. These interactions may include:
  - Performing quality assurance activities including testing and inspection to assure and document compliance with the plans and specifications.
  - Verifying contractor testing.
  - Acceptance or nonacceptance of work.
  - Authorizing work that is in apparent compliance with the plans, specifications and environmental permits.
  - Answering technical questions of the construction Contractor clarifying, but not changing, the plans and specification requirements.
  - Suspending work which is not being performed in compliance with the plans, specifications, or environmental permits or which is causing damage and/or liability to the County.
  - Making qualitative or quantitative judgments that are required by the plans, specifications and environmental permits at the site of work.
  - Notifying the Contractor of safety deficiencies and of deficiency that is life threatening, suspending work until deficiency is corrected.
- Providing current detailed documentation of the Project. This documentation shall include the following components:
  - Inspector's Daily Diary.
  - Daily narratives of all Contractor activities.
  - Results of measurements check, computations, and other activities supporting plan requirements.
  - Test results, measurements, and other documentation verifying the adequacy of the contractor's quality control system(s) and compliance with the terms of the contract.

## SCOPE OF WORK (continued)

---

- Labeled photographs of the different construction operations providing a pictorial record of the project's construction stages.
- Survey notes and records of other measurements that are the County's responsibility and are necessary to check, adjust, or locate the various features of the Project as they are constructed.
- The original of each of the above-listed documents shall be provided to the County and become County property.
- Monitoring the adequacy of Contractor material inspection and testing systems by inspection or by performing standard material tests (soils, aggregates, concrete, and asphalt mix).
- Providing detailed written documentation if disputes with the Contractor arise or if events indicate the possibility of a contract modification. This documentation shall include specific recommendations for the resolution of the problem.
- Monitor traffic control and prepare Temporary Protection and Direction of Traffic (TP&DT) Reports.

### Assumptions

- For the purposes of estimating the budget for field construction services, the period of construction management and inspection services is assumed to begin July 2015 and end December 2015 (25 weeks).
- Budget was estimated using the following assumptions:
  - Construction Manager/Inspector assigned to the Hermo Road project 50 hours per week for the period of July and September, 2015 (12 weeks).
  - Construction Manager/Inspector assigned to the Hermo Road project 40 hours per week for the period of September and October, 2015 (5 weeks).
  - Construction Manager/Inspector assigned to the Hermo Road project 30 hours per week for the period of November and December, 2015 (8 weeks).
- If the Contractor is unable to complete the work by December 2015, additional work beginning January 1, 2016, will be approved by the County and paid for under contingency Task C9.
- Review and monitor the Contractor's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with plans, specifications and environmental permit requirements.
- Take appropriate action if Contractor's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- The working hours of the construction inspectors shall be scheduled by the Consultant to ensure proper inspection and management of the Project. Work hours shall conform to the project specifications.
- All construction inspectors must clearly and appropriately communicate with all parties including the Consultant, Contractor employees, County, CPBR, the traveling public, and so on.
- Consultant shall furnish vehicles for its inspectors.

## SCOPE OF WORK (continued)

---

- Consultant shall furnish for the use of each inspector all equipment such as hard hats, orange safety vests, steel-toe shoes, goggles, dust masks, personal calculators, clipboards, and so on, plus any additional equipment as required by applicable federal and state law.
- Contractor will provide office trailer and equipment for use by the Consultant as defined in the Project plans and specifications.
- Consultant shall verify, as necessary, that the work site is left in a safe condition.

### Deliverables

- General Daily Progress Reports – Complete each day Consultant is on-site. Make available for review at Consultant’s field office or home office. Originals submitted to County with final Project documentation submittal.
- Current digital photo log of construction activities – Make available for review at Consultant’s field office or home office as needed. Submit photo logs with the final Project documentation.
- Source Documents – Field notes, field inspection reports, installation sheets, material certifications, and other supporting documentation. Complete as work is performed. Make available for review as needed and submit with final Project documentation.
- Reviewed Contractor-submitted Temporary Protection and Direction of Traffic (TP&DT) Reports no later than 2 weeks after each inspection site visit.

### Task 11 – Geotechnical Construction Monitoring and Inspection

#### Goal

Consultant shall provide geotechnical on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, plans, specifications, and environmental permit documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant’s evaluation of the Contractor’s schedule and plans, specifications, and environmental permit documents. Consultant shall monitor the Contractor’s quality control process for compliance with the plans, specifications, and environmental permit requirements.

#### Approach

Consultant shall provide the following geotechnical support to monitor and enforce compliance to plans, specifications, and environmental permit requirements:

- Attend on-site project meetings to coordinate with the construction manager, contractor operations, and/or review contractor work product. No construction documentation will be prepared by the geotechnical engineer, other than a site visit report which documents discussions and observations from the visit if requested by the construction manager.
- Provide on-site field construction oversight and materials and compaction testing as requested by the construction manager. This may require daily inspection during the project startup, then periodic check-ins as needed, depending on the Contractor’s progress.
- Respond to field inquiries through RFIs.

## SCOPE OF WORK (continued)

---

- Review submittals and work plans for various construction activities within 10 working days upon receipt from the Contractor.
- Give additional claims analysis support on differing site conditions. Provide additional engineering that would be required during construction.
- Provide a monthly status report attached to each project invoice as basis for payment.

### Assumptions

- For the purposes of estimating the budget for geotechnical field construction services, assume up to 24 one-day visits within a 6-month construction duration.
- Task 11 includes work ending December 2015.

### Deliverables

- Review Contractor-submitted material certifications for compliance.
- Completed Consultant construction monitoring memorandums – If compliance issues are noted, document the deficiencies, recommendations, and corrective action taken to correct deficiencies. Submit one copy to Contractor and County within 5 business days after the monitoring site visit.
- Project Photography/Photo Logs – Submit with reports (when applicable) and final Project documentation.

### Task 12 – Project Closeout

#### Goal

Consultant shall complete interim and final on-site inspections and submit all Final Project Documentation required for final payment and Project acceptance.

Consultant shall schedule a review of the Project at a time close to completion of on-site work. Consultant shall schedule and lead a Project Final Inspection with Contractor and County within 15 days after receiving notice from the County that all punch-list items, final trimming and cleanup according to 2015 Oregon Standard Specifications Section 00140.90 have been completed. If additional construction items are identified, Consultant shall prepare a punch-list of items to be corrected by the Contractor. Once the punch-list items have been corrected, Consultant shall meet at Project site with County for a follow-up to the Final Inspection. Once Contractor has satisfactorily completed all work in accordance to the plans, specifications and fulfilled its obligations concerning Project documentation, Consultant shall prepare and send the Recommendation of Project Acceptance to the County.

#### Deliverables

- Recommendation of Project Acceptance – Submit original to County upon completion of final inspection.
- All final Project quality documentation – Original documents must be submitted to County.

## ADDITIONAL WORK

The following contingency tasks include work to be performed in 2016. This estimate is based on the contractor's satisfactory completion of the ditch relocation, roadway widening, and aggregate pavement section in preparation for paving by December 2015. If the contractor does not complete this work as included in their project schedule. Remaining work and budget will be reevaluated. Work in 2016 includes:

- Construction of Hermo Road asphalt surface, striping, and cleanup.
- Work included in this estimate assumes up to a 6-month duration in 2016.
- Beginning of 6-month duration will coincide with the contractors start of construction or as directed by the County.
- Additional work in 2016 will be approved by Columbia County (County) and paid for on a time and materials basis.

### *Project Duration/Milestone Schedule*

The estimated duration for the contingency Tasks C1–C20 is estimated up to 6 months in 2016. Estimated completion milestone dates include the following:

Notice to Proceed	April 2016 (or as directed by County)
Settlement Period (estimated)	December–July 2016
Final Asphalt Paving	August 2016
Project Closeout	September 2016

### Task C1 – Project Management and Coordination (Contingency)

#### Goal

Under this task the necessary overview and guidance for the Project is established. Consultant shall provide quality assurance inspection and testing for the construction of Hermo Road. Consultant shall guide and direct these services and Consultant's team in conformance with contract requirements and the Project's goals and objectives.

#### Approach

The primary objective of this task is to provide necessary project information to the team through periodic team meetings, phone, and email.

Project management and coordination with Consultant shall include, as appropriate:

- Weekly construction coordination meetings with the County, CPBR, and Contractor will be held at the project site in Clatskanie, Oregon. Attendees will include the Consultant's construction manager/inspector, and design project manager, where the surveyor, geotechnical engineer, and environmental compliance manager will attend as needed.

## SCOPE OF WORK (continued)

---

- Schedule and facilitate a preconstruction meeting at the offices of the County to be attended by the Consultant's project manager, design engineer, construction manager/inspector, environmental representative, and surveyor. Include County, CPBR, Contractor, utility companies and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, construction surveying, and other items relevant to the construction of the Project.
- Prepare monthly progress reports, and other correspondence, as appropriate. The monthly report, addressing progress of the work shall include, as appropriate:
  - A summary of progress completed since last monthly report.
  - A narrative to define delay, if any, problems, and needs for responsive action.
- Coordinate preparation of project documentation, including the following:
  - All necessary project correspondence, letters, memos, meeting minutes, etc., for support to the project work. Maintain a central file for all written materials.
  - Prepare and submit monthly progress billings to County.
  - Approve and process all subcontract billings.
  - Submit subconsultant monthly progress billings to County.

### Assumptions

- Project duration is assumed to be 6 months in 2016, approximately 25 weeks.
- Weekly coordination meetings with the County, CPBR, and Contractor. All meetings will be held at the project office in Clatskanie for the duration of the project. Assume 20 coordination meetings.

### Deliverables

- Monthly progress reports, coordination meeting minutes, preconstruction meeting agenda and minutes, project documentation, and monthly progress billings.

### Task C7 – Construction Environmental Compliance and Inspection (Contingency)

#### Goal

Consultant shall provide additional on-site monitoring and inspection as listed in Task 7. This contingency task covers up to a 6 month project duration in 2016.

#### Assumptions

- For the purposes of estimating the budget for additional on-site monitoring and inspection, includes up to 5 one-day environmental inspection site visits.

### Task C8 – Quality Assurance (QA) of Construction Contractor's Survey Work (Contingency)

#### Goal

Consultant shall provide additional QA of Contractor's survey as listed in Task 8. This contingency task covers up to a 6 month project duration in 2016

### Assumptions

- For the purposes of estimating the budget for additional grade and/or stake-checking, an additional 20 one-day site visits are assumed.

### Task C9 – Construction Activity Monitoring (Contingency)

#### Goal

Consultant shall provide additional site observation and documentation of construction activities as listed in Task 9. This contingency task covers up to a 6 month project duration in 2016.

#### Assumptions

- For the purposes of estimating the budget for field construction services includes:
  - Construction Manager/Inspector assigned to the Hermo Road project 40 hours per week for up to a 6-month period in 2016 (assume 25 weeks).

### Task C11 – Geotechnical Construction Monitoring and Inspection (Contingency)

#### Goal

Consultant shall provide additional Geotechnical Construction Monitoring and Inspection as listed in Task 11. This contingency task covers up to a 6 month project duration in 2016.

#### Assumptions

- For the purposes of estimating the budget for additional grade and/or stake-checking, an additional 12 one-day site visits are assumed.

### ADDITIONAL SERVICES – NOT IN THIS SCOPE OF WORK

If additional services are required, the Consultant will provide a scope of work and estimated budget for approval by the County. Consultant will provide additional services requested by the County, provided written authorization is provided by the County prior to Consultant commencing work. These services could include:

- Reinitiation of ESA consultation.
- Revisions for permits.
- On-site archaeologist during soil disturbance and grading.

**HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING  
BUDGET SUMMARY**

Phase	Task	Description	TOTAL	PARAMETRIX	Dave Mills	PSI
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)</b>	<b>\$515,563</b>	<b>\$405,953</b>	<b>\$76,110</b>	<b>\$33,500</b>
	01	Project Management & Coordination	\$50,758	\$50,758	\$0	\$0
		Project Management & Coordination	\$50,758	\$50,758	\$0	\$0
	05	Preconstruction Services	\$7,782	\$7,782	\$0	\$0
		Preconstruction Services	\$7,782	\$7,782	\$0	\$0
	06	Submittal Review	\$8,196	\$8,196	\$0	\$0
		Submittal Review	\$8,196	\$8,196	\$0	\$0
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspector	\$26,769	\$26,769	\$0	\$0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspector	\$26,769	\$26,769	\$0	\$0
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	\$115,209	\$39,099	\$76,110	\$0
		Pre-Survey Meeting	\$5,262	\$3,202	\$2,060	\$0
		Perform QA of Contractors Survey and Staking Notes	\$15,460	\$11,505	\$3,955	\$0
		Perform QA of Contractors Field Survey and Field Stakes (up to 20 visits)	\$12,070	\$6,965	\$5,105	\$0
		Perform QA of Contractors constructed grades (up to 15 visits)	\$48,233	\$11,043	\$37,190	\$0
		Provide Survey Data to Contractors Surveyor	\$34,184	\$6,384	\$27,800	\$0
		Prepare Alignment Staking Data	\$0	\$0	\$0	\$0
	09	Construction Activity Monitoring	\$238,795	\$238,795	\$0	\$0
		Construction Activity Monitoring	\$238,795	\$238,795	\$0	\$0
	10	Wetland Mitigation Construction Monitoring & Inspection	\$0	\$0	\$0	\$0
		Wetland Mitigation Construction Monitoring & Inspection	\$0	\$0	\$0	\$0
	11	Geotechnical Construction Monitoring & Inspection	\$45,541	\$12,041	\$0	\$33,500
		Geotechnical Construction Monitoring & Inspection	\$15,656	\$12,041	\$0	\$3,615
		On-Site Project Meetings	\$3,615	\$0	\$0	\$3,615
		On-Site Construction Oversight	\$16,930	\$0	\$0	\$16,930
		Responses to Field Inquires	\$3,010	\$0	\$0	\$3,010
		Review Submittals	\$3,990	\$0	\$0	\$3,990
		Claims Analysis	\$2,340	\$0	\$0	\$2,340
	12	Project Closeout	\$22,514	\$22,514	\$0	\$0
		Project Closeout	\$22,514	\$22,514	\$0	\$0
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Contingency Tasks C1-C11)</b>	<b>\$378,844</b>	<b>\$323,919</b>	<b>\$32,265</b>	<b>\$22,660</b>
	C1	Project Management & Coordination	\$51,378	\$51,378	\$0	\$0
		Project Management & Coordination	\$51,378	\$51,378	\$0	\$0
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection (Contingency)	\$17,065	\$17,065	\$0	\$0
		Additional On-site monitoring and inspection	\$17,065	\$17,065	\$0	\$0
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work (Contingency)	\$45,510	\$13,245	\$32,265	\$0
		Quality Assurance (QA) of Construction Contractor's Survey Work	\$45,510	\$13,245	\$32,265	\$0
	C9	Construction Activity Monitoring (Contingency)	\$232,183	\$232,183	\$0	\$0
		Additional Construction monitoring and inspection	\$232,183	\$232,183	\$0	\$0
	C11	Geotechnical Construction Monitoring & Inspection (Contingency)	\$32,708	\$10,048	\$0	\$22,660
		Project Management & Coordination	\$13,033	\$10,048	\$0	\$2,985
		On-Site Project Meetings	\$3,615	\$0	\$0	\$3,615
		On-Site Construction Oversight	\$8,220	\$0	\$0	\$8,220
		Responses to Field Inquires	\$3,010	\$0	\$0	\$3,010
		Review Submittals	\$3,070	\$0	\$0	\$3,070
		Claims Analysis	\$1,760	\$0	\$0	\$1,760
<b>PHASE 01 &amp; 02 TOTALS</b>			<b>\$894,407</b>	<b>\$729,872</b>	<b>\$108,375</b>	<b>\$56,160</b>

<b>NON-CONTINGENCY TOTALS</b>	<b>\$515,563</b>	<b>\$405,953</b>	<b>\$76,110</b>	<b>\$33,500</b>
<b>CONTINGENCY TOTALS</b>	<b>\$378,844</b>	<b>\$323,919</b>	<b>\$32,265</b>	<b>\$22,660</b>

HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING

Staff:	Bierwagen	Meyer	Phillips	Bullock	Reynolds			Ricks	Starr	Mellinger	Granberg	Powell	Murphy	Baxter
Classifications:	Sr Consultant	Sr Scientist/ Biologist	Engineer IV	Scientist/ Biologist IV	Scientist/ Biologist III	Construction Mgr III	Jr Construction Inspector	CADD Svcs Manager	CADD Operator II	Pub Supv / Tech Editor	Graphic Designer	Sr Pub Specialist	Project Coordinator	Sr Project Accountant
Burdened Rates:	\$217.82	\$179.01	\$146.51	\$115.15	\$106.24	\$140.63	\$105.00	\$131.56	\$84.50	\$100.75	\$89.38	\$76.83	\$84.40	\$97.53

PARAMETRIX

0%

Phase	Task	Description	Total	Expenses	Sub Markup	Labor Dollars	Labor Hours														
01		<b>CONSTRUCTION ENGINEERING (Tasks 1 - 12)</b>	<b>\$405,953</b>	<b>\$26,235</b>	<b>\$0</b>	<b>\$379,718</b>	<b>2,660</b>	<b>328</b>	<b>0</b>	<b>362</b>	<b>40</b>	<b>20</b>	<b>1,318</b>	<b>332</b>	<b>50</b>	<b>12</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>104</b>	<b>22</b>
	01	Project Management & Coordination	\$50,758	\$3,450	\$0	\$47,308	278	162	0	30	0	0	0	0	0	8	0	0	0	60	18
		Project Management & Coordination	\$50,758	\$3,450	\$0	\$47,308	278	162		30						8				60	18
	05	Preconstruction Services	\$7,782	\$100	\$0	\$7,682	52	8	0	12	0	0	24	0	0	0	8	0	0	0	0
		Preconstruction Services	\$7,782	\$100	\$0	\$7,682	52	8		12			24			8					
	06	Submittal Review	\$8,196	\$50	\$0	\$8,146	58	10	0	20	0	0	12	0	0	0	0	0	0	16	0
		Submittal Review	\$8,196	\$50	\$0	\$8,146	58	10		20			12							16	
	07	Construction, Environmental Compliance & Inspection	\$26,769	\$863	\$0	\$25,907	202	8	0	16	40	20	30	0	0	12	0	0	16	20	0
		Construction, Environmental Compliance & Inspection	\$26,769	\$863	\$0	\$25,907	202	8		16	40	20	30			12			16	20	
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	\$39,099	\$2,760	\$0	\$36,339	244	28	0	54	0	0	112	0	50	0	0	0	0	0	0
		Pre-Survey Meeting	\$3,202	\$173	\$0	\$3,030	18	6		6			6								
		Prepare Alignment Staking Data, cut sheet templates, surfaces. And PM	\$11,505	\$0	\$0	\$11,505	82	4		20			8	50							
		Perform QA of Contractors Survey and Staking Notes DM site visits (5)	\$6,965	\$431	\$0	\$6,534	42	6		28			8								
		Perform QA of Contractors Field Survey and Field Stakes (up to 20 one-day visits)	\$11,043	\$863	\$0	\$10,180	68	8					60								
		Perform QA of Contractors constructed grades (up to 15 one-day visits)	\$6,384	\$1,294	\$0	\$5,090	34	4					30								
	09	Construction Activity Monitoring	\$238,795	\$18,913	\$0	\$219,882	1,592	80	0	160	0	0	1,040	312	0	0	0	0	0	0	0
		Construction Activity Monitoring	\$238,795	\$18,913	\$0	\$219,882	1,592	80		160			1,040	312							
	11	Geotechnical Construction Monitoring & Inspection	\$12,041	\$0	\$0	\$12,041	76	16	0	20	0	0	40	0	0	0	0	0	0	0	0
		Geotechnical Construction Monitoring & Inspection	\$12,041	\$0	\$0	\$12,041	76	16		20			40								
		Preconstruction Meeting	\$0	\$0	\$0	\$0	0														
		On-Site Project Meetings	\$0	\$0	\$0	\$0	0														
		On-Site Construction Oversight	\$0	\$0	\$0	\$0	0														
		Responses to Field Inquires	\$0	\$0	\$0	\$0	0														
		Review Submittals	\$0	\$0	\$0	\$0	0														
		Claims Analysis	\$0	\$0	\$0	\$0	0														
	12	Project Closeout	\$22,514	\$100	\$0	\$22,414	158	16	0	50	0	0	60	20	0	0	0	0	0	8	4
		Project Closeout	\$22,514	\$100	\$0	\$22,414	158	16		50			60	20						8	4
01		<b>CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)</b>	<b>\$323,919</b>	<b>\$21,069</b>	<b>\$0</b>	<b>\$302,851</b>	<b>2,125</b>	<b>284</b>	<b>0</b>	<b>188</b>	<b>12</b>	<b>8</b>	<b>1,098</b>	<b>312</b>	<b>24</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>104</b>	<b>27</b>
	C1	Project Management & Coordination	\$51,378	\$0	\$0	\$51,378	317	162	0	40	0	0	0	0	0	8	8	0	0	72	27
		Project Management & Coordination	\$51,378	\$0	\$0	\$51,378	317	162		40						8	8			72	27
	C7	Construction Environmental Compliance & Inspection	\$17,065	\$431	\$0	\$16,634	116	8	0	16	12	8	12	0	0	12	0	0	0	8	0
		Construction, Environmental Compliance & Inspection	\$17,065	\$431	\$0	\$16,634	116	8		16	12	8	12			12				8	
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work	\$13,245	\$1,725	\$0	\$11,520	88	8	0	16	0	0	16	0	24	0	0	0	0	24	0
		Quality Assurance (QA) of Construction Contractor's Survey Work	\$13,245	\$1,725	\$0	\$11,520	88	8		16			16		24					24	
		Construction monitoring and inspection	\$232,183	\$18,913	\$0	\$213,270	1,542	90		100			1,040	312							
	C11	Geotechnical Construction Monitoring & Inspection	\$10,048	\$0	\$0	\$10,048	62	16	0	16	0	0	30	0	0	0	0	0	0	0	0
		Project Management & Coordination	\$10,048	\$0	\$0	\$10,048	62	16		16			30								
		On-Site Project Meetings	\$0	\$0	\$0	\$0	0														
		On-Site Construction Oversight	\$0	\$0	\$0	\$0	0														
		Responses to Field Inquires	\$0	\$0	\$0	\$0	0														
		Review Submittals	\$0	\$0	\$0	\$0	0														
		Claims Analysis	\$0	\$0	\$0	\$0	0														
<b>PARAMETRIX TOTALS</b>			<b>\$729,872</b>	<b>\$47,304</b>	<b>\$0</b>	<b>\$682,569</b>	<b>4,785</b>	<b>\$133,306</b>	<b>\$0</b>	<b>\$80,581</b>	<b>\$5,988</b>	<b>\$2,975</b>	<b>\$339,762</b>	<b>\$67,620</b>	<b>\$9,735</b>	<b>\$2,028</b>	<b>\$2,418</b>	<b>\$715</b>	<b>\$1,229</b>	<b>\$17,555</b>	<b>\$4,779</b>

**HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING**

**Parametrix Expense Detail**

Phase	Task	Description	Expense Detail	Amount
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)</b>		<b>\$26,235</b>
	01	Project Management & Coordination		\$3,450
		Project Management & Coordination	40 trips @ 150 miles @ 0.575	\$3,450
	05	Preconstruction Services		\$100
		Preconstruction Services		\$100
	06	Submittal Review		\$50
		Submittal Review		\$50
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection		\$863
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	10 trips @ 150 miles @ 0.575	\$863
	08	Quality Assurance (QA) of Construction Contractor's Survey Work		\$2,760
		Pre-Survey & Pre Construction Meetings	2 trips @ 150 miles @ 0.575	\$173
		Prepare Alignment Staking Data, cut sheet templates, surfaces. And PM		
		Perform QA of Contractors Survey and Staking Notes DM site visits (5)	5 trips @ 150 miles @ 0.575	\$431
		Perform QA of Contractors Field Survey and Field Stakes (1 per week for up to 20 visits)	10 trips @ 150 miles @ 0.575	\$863
		Perform QA of Contractors constructed grades (up to 15 visits)	15 trips @ 150 miles @ 0.575	\$1,294
	09	Construction Activity Monitoring		\$18,913
		Construction Activity Monitoring	25 wks* 4 days/week* @ \$146/day	\$14,600
			50 trips @ 150 miles x 0.575	\$4,313
	10	Wetland Mitigation Construction Monitoring & Inspection		\$0
		Wetland Mitigation Construction Monitoring & Inspection		
	11	Geotechnical Construction Monitoring & Inspection		\$0
		Geotechnical Construction Monitoring & Inspection		
		Preconstruction Meeting		
		On-Site Project Meetings		
		On-Site Construction Oversight		
		Responses to Field Inquires		
		Review Submittals		
		Claims Analysis		
	12	Project Closeout		\$100
		Project Closeout		\$100
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)</b>		<b>\$21,069</b>
	C1	Project Management & Coordination		\$0
		Project Management & Coordination		
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection		\$431
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	5 trips @ 150 miles @ 0.575	\$431
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work		\$1,725
		Quality Assurance (QA) of Construction Contractor's Survey Work	20 trips @ 150 miles @ 0.575	\$1,725
	C9	Construction Activity Monitoring		\$18,913
		Construction Activity Monitoring	25 wks* 4 days/week* @ \$146/day	\$14,600
			50 trips @ 150 miles x 0.575	\$4,313
	C11	Geotechnical Construction Monitoring and Inspection		\$0
		Project Management & Coordination		
		On-Site Project Meetings		
		On-Site Construction Oversight		
		Responses to Field Inquires		
		Review Submittals		
		Claims Analysis		
<b>PARAMETRIX EXPENSES TOTAL</b>				<b>\$47,304</b>

**HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING**

**DAVE MILLS CONSULTING & ASSOCIATES**

						Staff:					
						D. Mills	D. Mills				
						Principal	Project Surveyor	2 Person Field Crew	1 Person Field Crew	Survey Aide	
						Burdened Rates:	\$110.00	\$95.00	\$120.00	\$100.00	\$45.00
Phase	Task	Description	Total	Expenses	Labor Dollars	Labor Hours					
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)</b>	<b>\$76,110</b>	<b>\$4,425</b>	<b>\$71,685</b>	<b>654</b>	<b>37</b>	<b>206</b>	<b>394</b>	<b>0</b>	<b>17</b>
	01	Project Management & Coordination	\$0	\$0	\$0	0	0	0	0	0	0
		Project Management & Coordination	\$0		\$0	0					
	05	Preconstruction Services	\$0	\$0	\$0	0	0	0	0	0	0
		Preconstruction Services	\$0		\$0	0					
	06	Submittal Review	\$0	\$0	\$0	0	0	0	0	0	0
		Submittal Review	\$0		\$0	0					
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0		\$0	0					
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	\$76,110	\$4,425	\$71,685	654	37	206	394	0	17
		Pre-Survey & Pre Construction Meetings	\$2,060	\$300	\$1,760	16	16				
		Prepare Alignment Staking Data, cut sheet templates, surfaces. And PM	\$3,955		\$3,955	41	4	37			
		Perform QA of Contractors Survey and Staking Notes DM site visits (5)	\$5,105	\$450	\$4,655	49		49			
		Perform QA of Contractors Field Survey and Field Stakes (up to 20 visits)	\$37,190	\$2,100	\$35,090	314	9	70	225		10
		Perform QA of Contractors constructed grades (up to 15 visits)	\$27,800	\$1,575	\$26,225	234	8	50	169		7
	09	Construction Activity Monitoring	\$0	\$0	\$0	0	0	0	0	0	0
		Construction Activity Monitoring	\$0		\$0	0					
		Wetland Mitigation Construction Monitoring & Inspection	\$0		\$0	0					
	11	Geotechnical Construction Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Geotechnical Construction Monitoring & Inspection	\$0		\$0	0					
		Preconstruction Meeting	\$0		\$0	0					
		On-Site Project Meetings	\$0		\$0	0					
		On-Site Construction Oversight	\$0		\$0	0					
		Responses to Field Inquires	\$0		\$0	0					
		Review Submittals	\$0		\$0	0					
		Claims Analysis	\$0		\$0	0					
	12	Project Closeout	\$0	\$0	\$0	0	0	0	0	0	0
		Project Closeout	\$0		\$0	0					
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)</b>	<b>\$32,265</b>	<b>\$1,575</b>	<b>\$30,690</b>	<b>284</b>	<b>14</b>	<b>76</b>	<b>176</b>	<b>0</b>	<b>18</b>
	C1	Project Management & Coordination	\$0	\$0	\$0	0	0	0	0	0	0
		Project Management & Coordination	\$0		\$0	0					
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Additional On-site monitoring and inspection	\$0		\$0	0					
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work	\$32,265	\$1,575	\$30,690	284	14	76	176	0	18
		Quality Assurance (QA) of Construction Contractor's Survey Work (15 one-day visits)	\$32,265	\$1,575	\$30,690	284	14	76	176		18
	C9	Construction Activity Monitoring	\$0	\$0	\$0	0	0	0	0	0	0
		Construction Activity Monitoring	\$0		\$0	0					
	C11	Geotechnical Construction Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Project Management & Coordination	\$0		\$0	0					
		On-Site Project Meetings	\$0		\$0	0					
		On-Site Construction Oversight	\$0		\$0	0					
		Responses to Field Inquires	\$0		\$0	0					
		Review Submittals	\$0		\$0	0					
		Claims Analysis	\$0		\$0	0					
<b>Subconsultant Totals:</b>			<b>\$108,375</b>	<b>\$6,000</b>	<b>\$102,375</b>	<b>938</b>	<b>\$5,610</b>	<b>\$26,790</b>	<b>\$68,400</b>	<b>\$0</b>	<b>\$1,575</b>

**HERMO ROAD PHASE 2: CONSTRUCTION ENGINEERING**

Staff:	Sean Rahe	Matt Hlavaty	Will Mcie	John Ho	Manh Saecho
Classification:	Project Eng.	Staff Eng.	Eng. Tech.	Chief Eng.	Admin
Burdened Rates:	\$105.00	\$75.00	\$55.00	\$175.00	\$45.00

PSI

PSI	Task	Description	Total	Expenses	Labor Dollars	Labor Hours					
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Non-Contingency Tasks 1 - 12)</b>	<b>\$33,500</b>	<b>\$3,780</b>	<b>\$29,720</b>	<b>408</b>	<b>92</b>	<b>100</b>	<b>180</b>	<b>8</b>	<b>28</b>
	01	Project Management & Coordination	\$0	\$0	\$0	0	0	0	0	0	0
		Project Management & Coordination	\$0		\$0	0					
	02	Update Base Map & Control Network	\$0	\$0	\$0	0	0	0	0	0	0
		Update Base Map & Control Network	\$0		\$0	0					
	03	Update Bid Documents	\$0	\$0	\$0	0	0	0	0	0	0
		Update Bid Documents	\$0		\$0	0					
	04	Bidding & Award	\$0	\$0	\$0	0	0	0	0	0	0
		Bidding & Award	\$0		\$0	0					
	05	Preconstruction Services	\$0	\$0	\$0	0	0	0	0	0	0
		Preconstruction Services	\$0		\$0	0					
	06	Submittal Review	\$0	\$0	\$0	0	0	0	0	0	0
		Submittal Review	\$0		\$0	0					
	07	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0		\$0	0					
	08	Quality Assurance (QA) of Construction Contractor's Survey Work	\$0	\$0	\$0	0	0	0	0	0	0
		Pre-Survey Meeting	\$0		\$0	0					
		Perform QA of Contractors Survey and Staking Notes	\$0		\$0	0					
		Perform QA of Contractors Field Survey and Field Stakes (1 per week for up to 26 visits)	\$0		\$0	0					
		Perform QA of Contractors constructed grades (1.5 per week for up to 30 visits)	\$0		\$0	0					
		Provide Survey Data to Contractors Surveyor	\$0		\$0	0					
		Prepare Alignment Staking Data	\$0		\$0	0					
	09	Construction Activity Monitoring	\$0	\$0	\$0	0	0	0	0	0	0
		Construction Activity Monitoring	\$0		\$0	0					
	10	Wetland Mitigation Construction Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Wetland Mitigation Construction Monitoring & Inspection	\$0		\$0	0					
	11	Geotechnical Construction Monitoring & Inspection	\$33,500	\$3,780	\$29,720	408	92	100	180	8	28
		Project Management & Coordination (includes 1 trip)	\$3,615	\$105	\$3,510	38	30	0	0	0	8
		On-Site Project Meetings (assume 1 meeting per segment and 2 float)	\$3,615	\$525	\$3,090	38	8	30	0	0	0
		On-Site Construction Oversight (assumes 4 trips per month over 6 months)	\$16,930	\$2,730	\$14,200	232	12	48	160	0	12
		Responses to Field Inquires (0 trips)	\$3,010	\$0	\$3,010	34	20	8	4	0	2
		Review Submittals (0 trips)	\$3,990	\$0	\$3,990	38	16	8	4	8	2
		Claims Analysis (we can assume hours and clarify this in the scope) (Assume 4 trips)	\$2,340	\$420	\$1,920	28	6	6	12	0	4
			\$0		\$0	0					
			\$0		\$0	0					
		**1 trip = 3hrs travel, 3hrs onsite = 6hrs)	\$0		\$0	0					
			\$0		\$0	0					
	12	Project Closeout	\$0	\$0	\$0	0	0	0	0	0	0
		Project Closeout	\$0		\$0	0					
<b>01</b>		<b>CONSTRUCTION ENGINEERING (Contingency Tasks C1 - C11)</b>	<b>\$22,660</b>	<b>\$2,310</b>	<b>\$20,350</b>	<b>266</b>	<b>76</b>	<b>72</b>	<b>88</b>	<b>6</b>	<b>24</b>
	C1	Project Management & Coordination	\$0	\$0	\$0	0	0	0	0	0	0
		Project Management & Coordination	\$0		\$0	0					
	C7	Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0	\$0	\$0	0	0	0	0	0	0
		Construction, Environmental Compliance & Work Zone Monitoring & Inspection	\$0		\$0	0					
	C8	Quality Assurance (QA) of Construction Contractor's Survey Work	\$0	\$0	\$0	0	0	0	0	0	0
		Quality Assurance (QA) of Construction Contractor's Survey Work	\$0		\$0	0					
	C9	Construction Activity Monitoring	\$0	\$0	\$0	0	0	0	0	0	0
		Construction Activity Monitoring	\$0		\$0	0					
	C11	Geotechnical Construction Monitoring & Inspection	\$22,660	\$2,310	\$20,350	266	76	72	88	6	24
		Project Management & Coordination (includes 1 trip)	\$2,985	\$105	\$2,880	32	24	0	0	0	8
		On-Site Project Meetings (assume 1 meeting per segment and 2 float)	\$3,615	\$525	\$3,090	38	8	30	0	0	0
		On-Site Construction Oversight (assumes 2 trips per month over 6 months)	\$8,220	\$1,260	\$6,960	112	8	24	72	0	8
		Responses to Field Inquires (0 trips)	\$3,010	\$0	\$3,010	34	20	8	4	0	2
		Review Submittals (0 trips)	\$3,070	\$0	\$3,070	30	12	6	4	6	2
		Claims Analysis (we can assume hours and clarify this in the scope) (Assume 2 trips)	\$1,760	\$420	\$1,340	20	4	4	8	0	4
<b>Subconsultant Totals:</b>			<b>\$56,160</b>	<b>\$6,090</b>	<b>\$50,070</b>	<b>674</b>	<b>\$17,640</b>	<b>\$12,900</b>	<b>\$14,740</b>	<b>\$2,450</b>	<b>\$2,340</b>

**STATE OF OREGON  
INTERGOVERNMENTAL CONTRACT FOR PROFESSIONAL SERVICES  
AMENDMENT # 9880**

This is Amendment No. **3** to Contract No. **9880** (as amended from time to time, the "Contract") between the State of Oregon, acting by and through its **Department of Education** ("Agency") and **Columbia County** ("Contractor"). The Contract is dated as of **July 1, 2013**; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Contract is hereby amended as follows with new language indicated by underlining and **[deleted language is indicated by brackets]**:

**A)**

**AGREEMENT**

1. **Effective Date and Duration.** Upon signature by all applicable parties, this Agreement shall be effective on the later of July 1, 2013 or (b) when required, the date this Agreement has been approved by the Department of Justice, regardless of the date the Agreement is actually signed by all other parties. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **[June 30, 2015] June 30, 2017.**

**B)**

**EXHIBIT C  
AWARD**

FUNDING AREA	GENERAL FUND					FEDERAL FUNDS		CFDA NUMBER
	07/01/13-06/30/14	07/01/14-08/31/14	07/01/14-06/30/15	09/01/14 – 06/30/15	<u>07/01/15-06/30/17</u>	07/01/13-06/30/14	07/01/14-08/31/14	
1. Youth Investment						\$38,837.00	\$6,472.84	93.667
2. JCP Prevention	\$28,380.00		\$28,380.00		<u>\$56,760.00</u>			
3. Community Schools	\$8,782.00	\$1,463.66		\$7,318.34				
4. Casey Partnership								93.658

**EXPLANATION OF AWARD**

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.658 specifies Title IV-E Foster Care.

C)

**EXHIBIT H  
JUVENILE CRIME PREVENTION**

**3. Reports.** County shall submit to Agency, on forms designated by Agency, the following written reports:

c. No later than 60 days after the **[termination]** end of each fiscal year of this Agreement, a written detail expenditure report on the County's expenditure of JCP Funds during the **[2013-2014]** previous Fiscal Year.

3 Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**CONTRACTOR, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES CONTRACTOR HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**CONTRACTOR**

By: Printed Signature	Title:	Date
E-Mail Address:		

**AGENCY**

Authorized Signature:	Title:	Date:
--------------------------	--------	-------

**Approved for Legal Sufficiency**

Authorized Signature: e –approval by David Elliot	Title: Assistant Attorney General	Date June 16, 2015
--	--------------------------------------	-----------------------

## CDBG Application Procedures and Timeline

### Northwest Oregon Regional Housing Rehabilitation Grant Program

**Responsible State Agency: Oregon Business Development Department Infrastructure Finance Authority (OBDD-IFA)**

#### INTRODUCTION

Community Action Team, Inc. (CAT) proposes to partner with Columbia County to apply for 2015 CDBG program funds for housing rehabilitation under the Type 2 regional homeowner grant program. **Grant applications are due September 30, 2015.**

	<b>PROCEDURES</b>	<b>TIMELINE</b>
1	<b>OBDD-IFA OPENS CDBG THIRD QUARTER APPLICATION ROUND</b> <ul style="list-style-type: none"> <li>• No applications were accepted in FIRST and SECOND quarters of 2015 and it is anticipated all available CDBG funds will be awarded in THIRD quarter.</li> </ul>	July 1, 2015 –Sept 30, 2015 Actual
2	<b>Initial Contact with OBDD</b> Regional Coordinator prior to invitation to submit an application – The applicant jurisdiction contacts OBDD. The proposed project concept is reviewed for CDBG eligibility criteria and readiness to proceed.	July 1, 2015 – August 8, 2015 Estimated
3	<b>Project Notification and Intake Form (PNIF)</b> – if OBDD determines that proposed project appears ready to proceed and is in compliance with CDBG eligibility requirements, the OBDD Regional Coordinator prepares the PNIF with information supplied by potential applicant. The PNIF is reviewed by OBDD	August 9 – August 15, 2015 Estimated
4	<b>Invitation to Apply</b> - if OBDD determines that proposed project is eligible for CDBG funding, the proposed eligible applicant will be invited <b>in writing</b> to complete an application for CDBG funding consideration. <b>All applicants must have been invited to apply for CDBG funding at least 3 weeks (September 8, 2015 last day) prior to the application deadline.</b>	August 16- August 31, 2015 Estimated
5	<b>Required Public Hearing</b>	August 19, 26, or September 2, 9,16, 2015
6	<b>Application Submitted to OBDD</b>	<b>Deadline: September 30, 2015</b>
7	OBDD Application Threshold Review (15 days) - applicant notified if complete or incomplete with 15 days to remedy.	October 1- October 15, 2015 Estimated
8	Application Review- Rating and Ranking	October 16 – November15, 2015
9	Notice of Decisions, <b>Award Announcements</b> - in the likely event that demand exceeds available funding, a backup funding list will be created from eligible applications and OBDD may choose not to fund one or more of the eligible funding categories at all. (For example, if the Public Community Facility Category is oversubscribed, OBDD may not fund the Housing Rehabilitation category).	November 16- November 30, 2015

## **PROJECT INFORMATION**

Northwest Oregon Regional Housing Rehabilitation Grant Program

### INTRODUCTION

Community Action Team, Inc. (CAT) proposes to partner with Columbia County to apply for 2015 CDBG program funds for housing rehabilitation. The Oregon Business Development Department- Infrastructure Finance Authority OBDD-IFA provides CDBG funds for housing rehabilitation through competitive grant awards to city or county applicants. The applicant sub-grants the funds to eligible non-profits who serve a locally determined regional service area. The department offers two types of housing rehabilitation assistance: Type 1- Regional Housing Rehabilitation Revolving Loan Fund (this was the traditional model from the 1980s until 2013); when homeowner issues associated with the economic and housing crisis illustrated the need for another way to assist homeowners, Type 2- Regional Housing Rehabilitation Grant Fund was initiated. In response to the unmet need as demonstrated by a long waiting list of homeowners that would not qualify for assistance under the Type 1 homeowner loan program, CAT is recommending that Columbia County apply for the Type 2- homeowner grant program. The grant program would serve low-income homeowners in the Northwest Regional area of Columbia, Clatsop and Tillamook counties. Grant applications are due September 30, 2015.

### PROJECT DESCRIPTION

With the initial funds of \$400,000, the Northwest Oregon Regional Housing Rehabilitation Grant Program proposes to rehabilitate forty owner-occupied homes. Based on information available from our housing rehabilitation, lend a hand and weatherization waiting lists, it is proposed that the program target the installation of improvements to upgrade substandard systems, health and safety repairs and handicapped accessibility modifications. In addition, all homeowner grant recipients that qualify will have their homes brought up to current thermal standards with grants from the Community Action Team weatherization program.

The program will serve homeowners whose incomes are at or below 80% of median income. The primary goal of the program will be to provide low and moderate-income homeowners with a way to restore and make safe their homes while keeping them affordable. CDBG funds will be provided as grants to homeowners.

The maximum CDBG funds committed to a project will not exceed \$10,000, with an average rehabilitation grant of \$7,375. CDBG funds will be matched with, CAT weatherization grants and regional or city revolving loan funds, increasing the approximate average rehabilitation funding package to \$12,375 per household.

The program will serve single family, owner-occupied units that based on a HUD, Section 8, housing quality standards evaluation has substandard conditions. The grant funds will serve low moderate income families that reside in site built, modular and manufactured homes. The grant funds will also serve owner-occupants of manufactured homes that are in mobile home parks. All manufactured homes on property or in a mobile home parks must have been made in 1977 or after to qualify under the HUD CDBG regulations.

**NORTHWEST OREGON REGIONAL HOUSING REHABILITATION GRANT PROGRAM**

**PROPOSED BUDGET FOR 2015 APPLICATION**

OBDD-IFA CDBG Housing Rehabilitation Funds		
Owner Occupied Housing Rehabilitation Grant Funds	\$295,000	
Program Management	\$65,000	
Grant Administration	\$25,000	
Environmental Review	\$15,000	
	TOTAL OBDD-IFA CDBG FUNDS	\$400,000
Other Supporting Funds		
Weatherization Funds ( All Qualified Households Receiving Rehabilitation Grants)	\$140,000	
Community Action Team BPA, LIHEAP, DOE, ECHO funds		
Oregon Department of Energy State Home Oil WX Program Funds		
Columbia River PUD, Clatskanie PUD, Tillamook PUD, Western Oregon Electric		
Northwest Natural OLIEE Funds		
City and/or Regional Revolving Loan Funds	\$60,000	
Community Action Team Program Administration	\$50,000	
	TOTAL OTHER FUNDS	\$250,000
	<b>TOTAL PROGRAM BUDGET</b>	<b>\$650,000</b>
Total Owner Occupied Homes Served with CDBG Rehab Loans	40	
Average Household Size	3	
Total Persons Served	120	
Maximum CDBG funded Rehabilitation Grant	\$10,000	
Average CDBG funded Rehabilitation Grant	\$7,375	
Average Housing Rehabilitation Project (All funding Sources)	\$12,375	
<b>Total Owner Occupied Homes Served in Northwest Region</b>	<b>40</b>	
Total Owner Occupied Weatherization Grants	28	

## COLUMBIA COUNTY PROJECT REQUEST FORM

**Department:** \_\_\_\_\_

**Submitted by:** Beverly Danner for Community Action Team

**Date:** July 13, 2015

**Director Signature** \_\_\_\_\_

**Type of Project:**

**Capital Project**

**Non-Capital Project**

**Project Duration:** approximate dates (two year program)

**START:** 01/2016 **END:** 12/2017

**Note: If the project includes new personnel, attach a completed Personnel Request Form.**

**Project Name:** Northwest Oregon Regional Housing Rehabilitation Grant Program

**General Description of Project:** (Use Additional Sheets As Necessary)  
 The project will provide grants to low income homeowners to complete critical health and safety repairs and accessibility modifications for their homes. The project will serve 40 owner-occupied households residing in site built, modular or manufactured homes with grants averaging \$7,375. The project will be operated by Community Action Team, including application, grant administration and project management activities. The repairs and modifications will be completed by licensed contractors and qualified volunteers. Funding for the project will come through CDBG. Under CDBG, the applicant/responsible entity must be a jurisdiction. CAT would like to partner with Columbia County to apply for funding.

**Need/Justification for Project:** (Use Additional Sheets As Necessary)  
 Community Action Team has a lengthy waiting list of homeowner households requesting rehabilitation services. Many of those households have critical repair needs but do not qualify for a loan. Examples would be a manufactured homeowner living in a mobile home park or an elderly couple with a reverse mortgage. The grant program would be able to serve those households and preserve the community's affordable housing.

**Relationship to Adopted Budget, Plans or Policy:** (Use Additional Sheets As Necessary)  
 If funded, the housing rehabilitation grant program would be a mid-year budget project. It would have its own revenue, \$400,000 from the CDBG program. The application for CDBG cannot be paid for out of the CDBG application. CAT will use their own resources and capacity to complete the application on behalf of Columbia County. The CDBG does not pay for grant associated legal and fiscal responsibilities of the County. The project is consistent with Columbia County policy to prevent blight and preserve affordable housing.

**PROJECT COSTS:**

1 Planning/Design/Engineering	_____
2 Legal/Grant Administration and project management	\$105,000
3. Property Acquisition	_____
4. Construction (40 rehab grants)	\$295,000
5. Equipment/Furniture	_____
<b>TOTAL CDBG**</b>	<b>\$400,000</b>

CAT will provide matching funds of \$250,000 for rehab grants

**OPERATION/MAINTENANCE(OM) IMPACT**

Personnel	_____
Contractual	_____
Materials/Supplies	_____
Equipment	_____
Utilities	_____
OM Savings	- ( _____ )
<b>TOTAL</b>	_____

EXPENDITURE SCHEDULE:	USE OF FUNDS (Reference Cost Item #)	SOURCE OF FUNDS						
		County		Grant		Other		
		Fund	\$	Grantor	\$	Source	\$	
FY 16	\$	G Adm/Proj Mgmt /Rehab	_____	_____	CDBG	80,000	_____	_____
FY 17	\$	G Adm/Proj Mgmt/Rehab	_____	_____	CDBG	240,000	_____	_____
FY 18	\$	G Adm/Proj Mgmt/Rehab	_____	_____	CDBG	80,000	_____	_____
FY _____	\$	1 <sup>st</sup> Year OM	_____	_____	_____	_____	_____	_____

**PROJECT REVIEW COMMITTEE:**

**Finance Review:**  
 Date: \_\_\_\_\_ Finance Director Signature \_\_\_\_\_ Comments (Page 2)

**Legal Review:**  
 Date: \_\_\_\_\_ County Counsel Signature \_\_\_\_\_ Comments (Page 2)

**HR/IT Review**  
 Date: \_\_\_\_\_ HR/IT Director Signature \_\_\_\_\_ Comments (Page 2)

**LDS/Facilities Review:**  
 Date: \_\_\_\_\_ LDS Director Signature \_\_\_\_\_ Comments (Page 2)



# Project Notification & Intake Form

**Prepared by:**  
Regional Coordinator

**Phone:**

*This Project Notification & Intake Form (PNIF) has been prepared by the above named Regional Coordinator with information gathered from the Potential Applicant and with advice from other IFA staff.*

Date PNIF Circulated for IFA Review:  
 Project Category:  TA  Const  Other  
 County:  
 Population of potential applicant's jurisdiction:  
 Low/Mod Income: %  
 Median Household Income: \$  
 Distressed Area:  Yes  No  Mixed  
 Rural:  Yes  No  Mixed  
 SDWRLF Letter of Interest Number: SD- -  
 PORTFOL Numbers:  
 Client Number:  
 Deal Number:

Project Name: <b>2015 Northwest Oregon Regional Housing Rehabilitation Project (Columbia County)</b>
Project Location: <b>Columbia, Clatsop and Tillamook Counties</b>
Potential Applicant: <b>Lead Applicant: Columbia County</b> <b>Participating Jurisdictions: Clatsop, Columbia and Tillamook Counties; Cities of Astoria, Cannon Beach, Gearhart, Seaside, Warrenton, Clatskanie, Columbia City, Prescott, Rainier, Scappoose, St. Helens, Vernonia, Bay City, Garibaldi, Manzanita, Nehalem, Rockaway Beach, Tillamook, Wheeler</b>
If potential applicant is an entity other than city or county, specify the type of entity (special district, authority, association, etc.) and identify the ORS under which the entity is formed.

Local Contact Name: Henry Heimuller	Phone: <b>503.397.4322</b>
	Fax: <b>503.397.7243</b>
Title: County Commissioner	Email: <a href="mailto:henry.heimuller@co.columbia.or.us">henry.heimuller@co.columbia.or.us</a>
Street Address: 230 Strand St., Room 331 <b>St. Helens, Oregon 97051</b> City, State & Zip code:	Mailing Address : 230 Strand St., Room 331 <b>St. Helens, Oregon 97051</b> City, State & Zip code:

Estimated Funding Request		
	Amount	Status of Funding
Funding Assistance from IFA	\$ 400,000	n/a
Funds from potential applicant +	\$	<input type="checkbox"/> Pending <input type="checkbox"/> Available
Other Funds (identify source) Weatherization +	\$ 140,000	<input type="checkbox"/> Pending <input checked="" type="checkbox"/> Available

Other Funds (identify source) Revolving Loan Funds Community Action Team Program Administration +	\$ 60,000 50,000	<input type="checkbox"/> Pending <input checked="" type="checkbox"/> Available
<b>Estimated Total Project Cost</b>	= \$ 650,000	
Date of Project Cost Estimate: \$650,000 Estimate Prepared by: <b>Beverly Danner</b>		
If funding assistance from IFA includes a loan, how will a loan be repaid?		
Estimated Project Start Date: February 2016		Estimated Project Completion Date: October 2017
Estimated Date First Cash Reimbursement is needed: March 2016		

### Readiness to Proceed for Construction Projects

For construction projects, the proposed project is (select one):

Budgeted or will be budgeted within the potential applicant's FY2014-2015 budget.

Planned to be budgeted within FY2015-2016.

Planned to be budgeted within FY2016-2017.

Planned to be budgeted later in: FY

---

For construction projects, has a licensed engineer or architect certified in a Master Plan, Facilities Plan or other technical report that the project is feasible and cost effective?  Yes  No

Date of Plan or Report:

If No, when will an engineering or architectural report be completed?

---

For construction projects, has the governing body of the potential applicant conducted a public meeting (Council or Board meeting, public hearing, workshop, etc.) to identify and discuss the proposed project, including such items as nature and need for project, starting date, financing requirements that may involve taking on additional debt, and consistency with the local comprehensive land use plan?

Yes  No

Type of public meeting: \_\_\_\_\_ Date of public meeting: \_\_\_\_\_

If No, when will a public meeting be held? August 26, 2015

---

**If Other Funds are identified as a pending or committed source of funding for the proposed project, identify when these funds are expected to be available and the actions needed to secure these funds.** Additional funds are already available and no further action is required to secure the funds. They include Community Action Team BPA, LIHEAP, DOE, ECHO funds; Oregon Department of Energy State Home Oil Wx Program Funds; Columbia River PUD, Clatskanie PUD, Tillamook PUD, Western Oregon Electric Cooperative, and Northwest Natural OLIEE funds; and Community Action Team Program Administration funds.

---

If USDA Rural Development Funds are being identified as a source of permanent financing, what source of funding has been identified for interim construction financing?

Have interim construction funds been applied for?  Yes  No

If Yes:

    Has there been approval?  Yes  No

    If Yes, provide detailed information.

    When will these interim funds be available?

    Are there any limitations on the use of these interim funds?  Yes  No

    Explain:

## Project Description

Brief statement describing the problem or the opportunity:

With the initial funds of \$400,000, it is proposed that the Regional Housing Rehabilitation Grant Program rehabilitate 40 owner-occupied homes over a two-year period. The program will serve homeowners whose incomes are at or below 80% of median income. CDBG funds will be provided as grants to homeowners. The grants will be leveraged with weatherization, other loan funds, and at times utilize skilled volunteers to complete minor rehabilitation, such as ramps and stairs.

The program has a long waiting list of houses requesting rehabilitation services, many critical health, safety and accessibility modifications.

This program will include households in manufactured homes which have not previously qualified under the Housing Rehabilitation Loan Program.

Brief statement describing the proposed solution to the identified problem or opportunity (*Include identification of whether the proposed solution is a planning (feasibility, preliminary engineering, etc.) only, final design only, construction only, or combined final design/construction project*):

The Northwest Regional partners renewed their commitment to the regional program in the past year. Because of the historical success of this program, communities have partnered with Community Action Team to bring funds to the Northwest region to support the housing rehabilitation needs of low-moderate income homeowners.

The regional partners have noted a large unmet need of households requiring rehabilitation services that do not qualify for Housing Rehabilitation loans through the CDBG program. The NWORHP would like to focus this grant on serving that unmet need.

The rehabilitation program has made a real difference for low-moderate income homeowners and the region's housing stock. Funding this application will further this success for low-income homeowners in Columbia, Clatsop and Tillamook counties through offering grants, which may serve persons who have not been able to qualify through the loan program for reasons such as owing manufactured homes in parks.

Is the project consistent with the local acknowledged comprehensive plan?  Yes  No

Is the project listed on any local countywide or regional plan (e.g., adopted capital improvement plan, Master or Facility Plan, local inventory of planned projects, etc)  Yes  No

Will the project result in locating or expanding industrial or major commercial firm(s)?  Yes  No  
If yes, firm's name and estimated number of jobs that will be created and/or retained.

## For Water or Wastewater Projects Only

~~Current Monthly Residential User Charge  
(assume 7,500 gallons per month water consumption):~~

~~\$ \_\_\_\_\_/month Water                      \$ \_\_\_\_\_/month Wastewater~~

~~Planned Monthly Residential User Charge at Construction Completion (Complete for Final Design Only, Construction Only, or combined Final Design & Construction)(must adequately cover operation, maintenance, replacement and debt financing):~~

~~\$ \_\_\_\_\_/month Water                      \$ \_\_\_\_\_/month Wastewater~~

**For Water or Wastewater Projects Only**

What is the existing annual debt service for the existing system? \$ \_\_\_\_\_

What amount, if any, of the existing annual debt service for the system is paid by property taxes?  
 \$ \_\_\_\_\_/year Water                      \$ \_\_\_\_\_/year Wastewater

What is the annual cost of material & services and personal services to maintain the existing system?  
 \$ \_\_\_\_\_

What is the estimated cost of material & services and personal services for the new system?  
 \$ \_\_\_\_\_

Does an Operation, Maintenance & Replacement (OM&R) Manual exist?                       Yes     No

Does the potential applicant annually budget for both Maintenance and Replacement expenditures?                       Yes     No

**COMPLIANCE**

Is the utility now, or soon to be, out of compliance with State or Federal standards?                       Yes     No

What regulatory agency has been contacted and when?

Is there written documentation or confirmation of the compliance issue? *If yes, attach.*                       Yes     No

Will the proposed project bring the utility into compliance? *If no, attach explanation.*                       Yes     No

USE	Current / Existing System		Future / At Completion of Construction	
	EDUs	Flow	EDUs	Flow
Residential				
Commercial & Business				
Industrial				
Other				
Total Uses				
Of Residential, Number occupied by Permanent Residents				
Percent Permanent Residential	%	%	%	%
Number of connections				
Number of Service Meters (for water)				

Are all current service connections required to be metered?                       Yes     No

**Current Project Activity with IFA**

1. List each open CDBG grant award by project name, project number, grant award amount (\$) and describe the status of each.  
 NONE

2. Does potential applicant have more than three open CDBG grants?                       Yes     No  
 If "Yes," explain.

3. Is potential applicant meeting the age and expenditure requirements for all open CDBG grants funded by Oregon Housing and Community Services and IFA? (See requirements below.)  Yes  No

Requirements for open ONE YEAR grants are:

- Any Regional Housing Center (RHC) grant that is one or two years old must be meeting contract requirements.
- Any Microenterprise grant that is one year old must be 70% drawn
- Any Microenterprise grant that is two years old must be administratively closed
- Any RHC grant that is three years old must be administratively closed

Requirements for open MULTI YEAR grants are:

- Any grant that is two years old must be 60% drawn
- Any grant that is three years old must be 100% drawn
- Any grant that is four years old must be administratively closed

If "No," explain.

4. Does the potential applicant have other open grant and loan awards from IFA?  Yes  No

If Yes, identify each award by project name, project number, award amount (\$) and describe the status of each project.

## Instructions for Project Notification & Intake Form

**The Project Notification & Intake Form (PNIF) provides information necessary to determine if a potential project is ready-to-proceed, such that a complete application may be invited from the potential applicant.**

**Once the Infrastructure Finance Authority (IFA) determines that the PNIF provides sufficient information to determine that a potential project appears to be an eligible project ready-to-proceed, the Regional Coordinator shall invite the prospective applicant to submit a complete application. The potential applicant has one year to submit a complete application for funding consideration. If a complete application is not submitted within the one-year period, after consultation with the potential applicant, the Regional Coordinator may prepare a revised PNIF for IFA approval before a new complete application will be invited.**

**Project Name:** Name of the potential applicant, Name of the project (ex. Stayton Water System Improvements)

**Project Location:** City/unincorporated area/county where project is/will be located or, if the project doesn't involve a physical location, the city(ies)/county(ies) that will benefit from the project (ex. Applicant is Deschutes County, and the project location is in Bend, Oregon, or the benefiting entity is a district such as Odell Sanitary District.)

**Potential Applicant:** Entity that will contract with the IFA for financial assistance and will manage the project.

**Information for Contact Person:** Information for the person we should contact if we have questions about the project.

**Estimated Funding Request:** Indicate the amounts committed or pending from the potential applicant and other sources and the amount requested from the IFA. The Estimated Project Cost should include all costs to complete the project, such as: construction, contingencies, engineering, administration, permits, inspection, legal, etc.

**Date of Project Cost Estimate:** Date the estimated project cost was determined. If older than one (1) year, the estimate must be updated. Also, identify who prepared the cost estimate.

**How would a loan be repaid:** List the specific source(s) of revenue intended to repay a loan (monthly user fees, property tax assessments, etc.).

**Estimated Start Date (m/yr):** This date (m/yr) also provides a guide for determining when a contract must be signed by the potential applicant and developing a timeline for managing the project. If "Pre-award Costs" are not requested in this intake, a contract must be signed before work can be commenced.

**Estimated Project Completion Date (m/yr):** The date (m/yr) when construction activity is anticipated to be completed.

**Estimated first Draw:** The date (m/yr) the potential applicant will require the first disbursement of funds. This date is required so that the IFA can monitor cash flows by program.

**Readiness To- Proceed for Construction Projects:** The following requested information is needed by the IFA as part of the evaluation of when identified high priority projects are expected to be ready to proceed with application, award and construction phases. Information supplied by the potential applicant will help determine when a proposed high priority project will be invited to submit a complete application for funding consideration.

Fiscal Year in which the potential applicant will budget for the proposed construction project: Identify and select the specific fiscal year (FY2014-15, 2015-16, 2016-17, or other) in which the project is anticipated to begin and funds need to be budgeted by the potential applicant.

Certification of Master, Facilities or other technical Plan: Has a licensed engineer or architect certified in a Master Plan, Facilities Plan or other technical report that the project is feasible and cost effective? If not, when will a report be prepared?

Public meeting review of proposed construction project: Has the governing body of the potential applicant conducted and documented the results of a public meeting (Council or Board meeting, public hearing, workshop, etc.) to identify and discuss major factors and options of the proposed project, including such items as nature and need for project, starting date, financing requirements that may involve taking on additional debt, and consistency with the applicable comprehensive land use plan? If not, when will a public meeting be held?

**Status of Other Funds:** When are the other funds identified as pending or committed expected to be available and what actions are needed to secure these funds.

**Rural Development Participation:** When USDA Rural Development is expected to provide funds for the proposed project, the potential applicant must identify the source of interim loan financing, since Rural Development only provides take-out financing. Remember that the grant funds provided by Rural Development cannot be used on project

expenditures until all of the interim loan funds have been expended. Rural Development must release the potential applicant to expend funds on the project (any source). Failure to obtain this release could jeopardize Rural Development participation in the project funding.

The potential applicant must provide the status of the interim loan financing, such as when they applied for the funds and if they received confirmation that funding would be provided. The potential applicant must also indicate when the funds are available. They must indicate if there are any limitations on the use of these funds. IFA analysis for funding of this proposed project will consider these limitations. At the least, a special condition of award shall be placed in the Special Condition of Award exhibit of the contract.

**Local Acknowledged Comprehensive Plan:** In order to determine that the project is consistent with the Comprehensive Plan, the potential applicant should provide that portion of the plan that supports a yes answer. If a change in zoning will be needed for the project to proceed, an explanation of the status of the zoning change is required.

**Local, Countywide, Regional Plan:** Identify whether the proposed project is listed on any local plan or inventory of planned projects. Also, identify the priority of the proposed project to the potential applicant.

**Industrial/Commercial Development:** Is there a "firm business commitment" to create/retain jobs associated with the proposed project? If yes, provide company name(s) and estimated number of jobs that will be created and/or retained.

### **Project Description**

**Problem Statement:** This information should be simple and to the point (i.e., non-compliance, lack of capacity for economic development, inability to provide required services)

**Solution or Opportunity Statement:** This statement should describe how the problem will be resolved. The information should be simple and to the point. Indicate if there are any circumstances that would prevent the potential applicant from proceeding with the project after funding is awarded and a contract is signed. State whether the proposed solution is a planning (feasibility, preliminary engineering, etc.) only, final design only, construction only, or combined final design/construction project.

### **For Water or Wastewater Projects Only:**

**Current Monthly Residential User Charge:** According to the potential applicant's current rate schedule, the amount of a residential user's monthly charge if 7500 gallons of water were used. For Wastewater projects provide the sewer rate for residential users.

**Planned Monthly Residential User Charge at Construction Completion:** For final design, construction, or combined final design & construction potential projects, provide the necessary residential user monthly charge that is needed at completion of construction to adequately cover operation, maintenance, replacement and debt financing requirements.

**Existing annual debt service for the system:** Amount paid annually (from all sources) to retire existing debt for prior improvements made to the existing system. (This is the system that is being improved by the requested funding)

**Amount of the existing annual debt service paid by property taxes:** If property tax revenues are used to retire debt that was incurred to make improvements to the existing system, what is the annual amount of property tax revenues used?

**Operation & Maintenance Expense:** This includes Personal Services and Materials and Services line items found in the Municipal Audit, and does not include Capital Outlay, Debt Service, Depreciation, Replacement Reserves, or other non-operating expenses.

**Operation & Maintenance expenses after the project:** Estimated annual operation & maintenance expenses after the proposed improvements are completed.

**Operation, Maintenance & Replacement Manual:** Does an Operation, Maintenance & Replacement (OM&R) Manual exist for the system?

**Budgeting for Maintenance and Replacement costs:** Does the potential applicant annually budget for both Maintenance and Replacement costs for the system?

**Compliance:** Identify whether utility system is now, or soon to be, out of compliance with state or federal standards. If "yes", attach documentation from DEQ or the Department of Human Services, Drinking Water Program that supports the yes answer (i.e., formal letter, e-mail).

The potential applicant must indicate when they last spoke with the regulatory agency regarding the compliance issue.

The recipient is to provide a copy of the MAO or MOU from the regulatory agency (i.e., DEQ, DHS)

If the potential applicant indicates that the project will not bring the utility into compliance they must provide an explanation as to why.

**Number of Equivalent Dwelling Units (EDUs):** For water systems, an Equivalent Dwelling Unit is one residential connection up to the equivalent of 7,500 gallons of usage, whichever is less. A recent Water Master Plan or Facility Plan should determine the number of EDUs for your system. (Commercial and industrial users normally account for multiple units.)

**Number of Total Available Residential Uses:** The maximum number of residences and flows, which could be served by the system.

**Number of Commercial & Businesses Uses:** Number of EDUs assigned to commercial and business units and their Flows.

**Number of Industrial Uses:** Number of EDUs assigned to industrial units and their Flows.

**Number of Other Uses:** Number of EDUs assigned to other units, such as schools, hospitals, etc., and their Flows.

**Total Uses:** Number of EDUs and Flows assigned to the sum of Permanent Residential, Commercial & Business, Industrial and Other Uses.

**Number of Permanent Residential Uses:** Of the number of Residences, how many are occupied by permanent residents. For potential projects to be considered for CDBG funding, the potential project must serve primarily residential units, of which a majority of residences are permanent residences; that is, the occupants must reside in the residence for more than six months of the year.

**Percent Permanent Residential:** Total Permanent Residential EDUs or Flows divided by The Respective Total EDUs or Flows multiplied by 100.

**Number of connections:** The number of service connections, which are currently connected to the system. This includes all types of connections (permanent residential, commercial & business, industrial, and other).

**Number of Service Meters (for Water):** Number of service meters among all uses.

**Service Meter Requirement:** If current service connections are not required to be metered, the project must include metering of the entire system. The project budget must be adjusted accordingly. The potential applicant will be required to adopt a resolution, ordinance or order requiring all future service connections to be metered as part of this project.

#### **Current Project Activity Funded by IFA**

Identify the status of all **OPEN** IFA grant and loan funding awards previously made to the potential applicant.