

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, June 1, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

Zoom Meeting Information on Page 2

**AMENDED**

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Approve Accounts Payable and Payroll Payables
  - b. Amendment 2 to Federal Lands Access Program Grant Agreement No. 6905671-940009, Road 847 Surface Improvements Project
5. **Business Items**
  - a. Oregon Renewable Energy Siting Assessment Update (Kaci Radcliffe, Project Manager, Oregon Department of Energy)
  - b. Discussion: Appointment to the Lower Umatilla Basin Groundwater Management Area Committee
  - c. Permit Application #OSV from Windwave Communications to Build on Right-of-Way, Frontage Lane (Eric Imes)
  - d. **Award Request for Proposals for Liquid Asphalt & Sign Contract (Eric Imes)**
6. **Department Reports**
  - a. Local Public Safety Coordinating Council Quarterly Report (Jessica Rose)
  - b. Administrator's Monthly Report (Darrell Green)
  - c. Sheriff's Office Monthly Report (Melissa Camarillo)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
10. **Signing of documents**
11. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

### **Zoom Meeting Information**

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

Password: 97836

Meeting ID: 541-676-2546

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

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



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

(For BOC Use)  
Item #  
**4b**

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

Presenter at BOC: Sandi Pointer -

Date submitted to reviewers: 05/17/2022

Department: Public Works - Road Dept.

Requested Agenda Date: 06/01/2022

Short Title of Agenda Item: **Federal Lands Access Program Amendment 2**  
(No acronyms please)

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

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

☐ N/A

**Purchase Pre-Authorizations, Contracts & Agreements**

Contractor/Entity: **Western Federal Lands Hwy Division**

Contractor/Entity Address: **610 E. Fifth St., Vancouver, WA 98661**

Effective Dates – From: **2016**

Through: **2022/2023 year**

Total Contract Amount: **\$77,616.00**

Budget Line: **In Kind Equipment, Rock and Labor**

Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

\_\_\_\_\_  
DATE Department Director  
**5/31/22**  
\_\_\_\_\_  
DATE Administrator  
**5-31-22**  
\_\_\_\_\_  
DATE County Counsel  
\_\_\_\_\_  
DATE Finance Office  
\_\_\_\_\_  
DATE Human Resources

Required for all BOC meetings

Required for all BOC meetings

\*Required for all legal documents

\*Required for all contracts; other items as appropriate.

\*If appropriate

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

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

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

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

Morrow County Road department had applied for a grant with the FLAP Federal lands Access Program in November of 2016 for paving 0.5 miles of the East of Morphine road between Highway 207 and the OHV park. Repair and re-gravel the 10.35 miles East Morphine road / Forest Service Road 21. between the OHV park and Tupper Road. The agreement was signed and approved 03.27.2019. There is an extension is to meet it's match requirement of in kind material, labor and equipment to complete the project.

This request is an Amendment #2, Please see original 2019 MOA, Aggregate is adequate and does not need the amount originally requested to be applied you will find this included. Reevaluating and working through the original scope and some changes had been determined and approval from the programming decision committee from Program Manager Western Federal Lands Highway Division.

This project will pave a two inch thick mat for the first 0.50 miles from Highway 207 to just past the entrance of the OHV park. From there the road will be rehabilitated to provide a more consistent width, shaped to enhance surface drainage and crushed aggregate surface course will be applied. The project determination will be the paving of the intersection of Forest Road 847 and aggregate lift and road improvements along Tupper Road/ Forest Road 030.

Federal Lands will pay (Reimburse) \$518,294.84

Road Dept. Will be responsible \$59,321.16 this is IN KIND Equipment, Labor and Materials.

**2. FISCAL IMPACT:**

The budget will receive an additional \$518,294.84 in the 2022/2023 budget year, 202.220.3.80.7075.

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

Move to sign the Amendment #2 for the Federal Lands Access Program and Morrow County to be completed this 2022/2023 year.

☒ Attach additional background documentation as needed.



# PDC Change Request

Date: 3/23/2022

**Project Number** OR MORROW 847(1)

**Project Name/Description:** Road 847 Surface Improvements project (Grant Agreement No. 6905671940009)

**Project Manager:** Aaron Eklund

**Project Scope:** Forest Road 847, also known as East of Morphine Road, is a primary connector in Grant and Morrow Counties through the Umatilla National Forest. The road serves as a major route for commerce and emergency services, recreational and residential cabins, access to the Umatilla National Forest's Tupper Work Center and is a popular hunting and camping area. This not only is the primary access for the homes and cabins adjacent to this road, but for the ranchers who use this road daily during the summer months to move livestock and to monitor their pastures and livestock. With the creation of the Morrow-Grant County OHV park, significantly more recreational uses are driving the road. The road is maintained as a year-round route to travel to Grant County and the town of Monument. The road is a county-maintained gravel road that varies in width from 24 to 28 feet, but lacks adequate surface material to maintain a smooth driving surface. The road also has many curves and follows the terrain and is adjacent to mountain streams causing drainage issues. Included in the project will pave a 2" mat for the first 0.50 miles from Highway 207 to just past the entrance of the OHV park. From milepost 0.50 to 10.85 the road will be rehabilitated to provide a more consistent width, shaped to enhance surface drainage and crushed aggregate base (17,000 CY) and surface course (8,500 CY) will be applied. The project will be the intersection of Forest Road 847 and Tupper Road / Forest Road 030.

**Proposed Scope Change:** Remove from scope sub-base aggregate, consisting of 17,000 CY of material as indicated in the project proposal OR-FY16-35.

**Reasons for Scope Change:** Aggregate base is not required as the existing road base is adequate. In addition, Morrow County has indicated that they do not have the forces available to apply the 17,000 CY of aggregate base in addition to the 8,500 CY of surface aggregate. This issue is compounded by the lack of a water source for compacting the aggregate. The nearest water source is 30 miles from the project site consisting of 4,000 gallons of water each trip. (a 1.5 hour round trip). Applying water for aggregate base compaction would triple the amount of water trips. Morrow County has indicated that if the proposed scope change is not approved then they would request to cancel the project in its entirety.

Proposed Budget Change:

Phase	Current Budget	Proposed Budget	Difference	Percentage of CN
PE	\$91,942.49	\$32,226.00	(\$59,716.49)	8.87%
CN	\$618,515.55	\$363,390	(\$255,125.55)	
CE	\$0	\$40,000.00	\$40,000.00	11.00%
CM	\$0	\$142,000.00	\$142,000.00	39.08%
Total	\$710,458.04	\$577,616.00	(\$132,842.04)	

Fed Share (89.73%)	\$637,494.00	\$518,294.84	(\$119,119.16)	
Match (10.27%)	\$72,964.04	\$59,321.16	(\$13,642.88)	

**Reasons for Budget Change:** Removing the sub-base aggregate reduces the funding need. The estimated cost for aggregate sub-base procurement and placement is \$279,650 per the original 2016 proposal. However, if de-scoped this savings will be partially offset by inflation of material, equipment and labor costs since 2016 as well as funding for construction engineering and contingency, which were not included in the existing MOA and Grant Agreement.

# Federal Lands Access Program

## Project Memorandum of Agreement—Amendment 2

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

**Project Route:** East of Morphine Road; Road 847

**State:** Oregon

**County(ies):** Morrow

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

**Entity with Title or Maintenance Responsibility for Facility:** Morrow County

**Type of Work:** The project is to include:

- NEPA
- Preliminary Engineering
- Rehabilitation
- Construction Engineering / Contract Administration

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

**Parties to this Agreement:** Morrow County, Federal Highway Administration, the Western Federal Lands Highway Division (FHWA-WFL).

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

**AGREED:**

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Morrow County

Date

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Umatilla National Forest

Date

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Western Federal Lands Highway Division, FHWA-WFL

Date

**A. PURPOSE OF THIS AGREEMENT:**

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

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, Morrow County agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below.

**B. AUTHORITY:**

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

**C. JURISDICTION AND MAINTENANCE COMMITMENT:**

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

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:**

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

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

**E. PROJECT BACKGROUND / SCOPE:**

**General:**

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

This project will pave a 2" mat for the first 0.50 miles from Highway 207 to just past the entrance of the OHV park. From there the road will be rehabilitated to provide a more consistent width, shaped to enhance surface drainage and crushed aggregate surface course will be applied. The project termini will be the intersection of Forest Road 847 and Tupper Road/ Forest Road 030.

#### **F. PROJECT BUDGET:**

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by Morrow County will fund this project as detailed in Section K.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	MC	Total	MC	Total	
PE	\$7,500.00	\$24,726.00	\$32,226.00	\$0.00	\$0.00	\$32,226.00
CN	\$0.00	\$304,068.84	\$304,068.84	\$59,321.16	\$59,321.16	\$363,390.00
CE	\$7,500.00	\$32,500.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00
CM	\$0.00	\$142,000.00	\$142,000.00	\$0.00	\$0.00	\$142,000.00
	\$15,000.00	\$503,294.84	\$518,294.84	\$59,321.16	\$59,321.16	\$577,616.00

#### **G. ROLES AND RESPONSIBILITIES:**

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

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

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

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

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

During the construction phase, Morrow County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2018 Edition.

Morrow County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA-WFL's Project Manager.
- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requirements and other legal requirements contained in Attachment 1.

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

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

FHWA-WFL will be responsible for the following:

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

**H. ROLES AND RESPONSIBILITIES – MILESTONE SCHEDULE:**

Responsible Lead	Product/Service	Schedule Start/Finish
Morrow County	30% Design	Month 20XX/ Month 20XX
Morrow County	NEPA documentation	Month 20XX/ Month 20XX
FHWA-WFL	NEPA Decision	30 days after complete & satisfactory documentation is provided
Morrow County	95% PS&E	Month 20XX/ Month 20XX
Morrow County	Construction	Month 20XX/ Month 20XX

**I. PROPOSED DESIGN STANDARDS:**

Preferred design alternatives will be determined through the NEPA process.

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

Design exceptions to standards, will be documented and sent to FHWA-WFL for approval in accordance with the Oregon Roadway Design Manual.

**J. FUNDING:**

The project is funded by the Federal Lands Access Program administered by FHWA-WFL, with match provided by Morrow County.

Funding Source	Amount	%	Comments
Federal Lands Access Funds	\$518,294.84	89.73%	Includes \$15,000 of S&O for WFL
Local Matching Share (Morrow County)	\$59,321.16	10.27%	
Total Projected Costs	<b>\$577,616.00</b>		

**K. MATCHING SHARE REQUIREMENTS:**

The purpose of this section is to document the intent of Morrow County to meet its match requirement for the subject project as authorized under section 23 USC 201(b)(7)(B).

All FLAP expenditures associated with this project will need to be matched by a Non- Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Morrow County.

Morrow County has committed to the project. The forms of match shall be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated costs and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, FHWA-WFL will consult with the agency providing Match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.



The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The Funding Plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Morrow County	CN	In-Kind	12/31/2022	\$59,321.16	

**L. PROJECT TEAM MEMBERS – POINT OF CONTACT:**

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

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Sandi Pointer, Management Assistant	Morrow County	541-989-9500; spointer@co.morrow.or.us
Joe Neer, Staff Officer	Umatilla National Forest	541-278-3749; joseph.neer@usda.gov
Aaron Eklund , Project Manager	Federal Highway Administration-Western Federal Lands Highway Division	360-619-7718; aaron.eklund@dot.gov

**M. CHANGES / AMENDMENTS / ADDENDUMS:**

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

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

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

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

**N. ISSUE RESOLUTION PROCEDURES MATRIX:**

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

Morrow County	USFS-UNF	FHWA-WFL	Time
Eric Imes Public Works Director <a href="mailto:eimes@co.morrow.or.us">eimes@co.morrow.or.us</a> 541-989-9500	Joe Neer Staff Officer <a href="mailto:Joseph.neer@usda.gov">Joseph.neer@usda.gov</a> 541-278-3749	Aaron Eklund, Project Manager <a href="mailto:aaron.eklund@dot.gov">aaron.eklund@dot.gov</a> 360-619-7718	15 Days
Sandi Pointer Management Assistant <a href="mailto:spointer@co.morrow.or.us">spointer@co.morrow.or.us</a> 541-989-9500	Eric Watrud Forest Supervisor <a href="mailto:Eric.watrud@usda.gov">Eric.watrud@usda.gov</a> 541-278-3752	Kristin Austin, PP& Branch Chief <a href="mailto:kristin.austin@dot.gov">kristin.austin@dot.gov</a> 360-619-7625	15 Days

**O. TERMINATION:**

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

**P. PROJECT and STEWARDSHIP & OVERSIGHT ACTIVITIES:**

Phase	Activity	Morrow County	USFS - UNF	FHWA-WFL	Comments
Planning & Programming	Evidence of funding allocation	Signed Match Agreement		Signed Project Agreement	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Sign MOA	Sign MOA	Sign MOA; file copy	Completed
Environment	Identify NEPA contact			Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4(f), etc...)	Provide		Review and prepare environmental decision	Completed
Environment	NEPA—Tribal coordination			Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide		File copy	
Environment	FHWA NEPA decision	Comply		Provide	Completed
Design	Review or approve design exceptions	Provide	Concur	Approve	Follow ODOT's process
Design	Obtain all permits necessary for construction	Provide		Approve	Completed
Acquisitions	Approval of proprietary products	Provide		Approve	

Phase	Activity	Morrow County	USFS - UNF	FHWA-WFL	Comments
Acquisitions	Contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/American,...)	Provide		Approve	
Acquisitions	Receive copy of award package	Provide	File copy	File copy	
Acquisitions	Review or approve contract modifications	Provide	Concur	Approve	
Construction	Attend Pre-Construction meeting	Attend	Attend	Attend as determined by FHWA-WFL	
Construction	Mid-construction Project Inspections	Attend	Attend	Attend as determined by FHWA-WFL	
Construction	Final Project Inspections	Attend	Attend	Attend as determined by FHWA-WFL	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	File	
Construction	Copy of As-builts	Provide	File	File	
Construction	Contract Disputes (Claims)	Provide		Review and provide assistance as warranted	

Phase	Activity	Morrow County	USFS - UNF	FHWA-WFL	Comments
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Provide	Review	

## **ATTACHMENT 1**

### **2 CFR 200 Common Rule Requirements and other legal requirements**

## A. GENERAL TERMS AND CONDITIONS

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

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

9. The Government is subject to the Freedom of Information Act (FOIA). The Servicing Agency should therefore be aware that all materials submitted by the Servicing Agency related to the Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this the Servicing Agency's work under the Agreement. The Government will be responsible for damages or injuries caused by the negligence of its own employees, to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

11. To the extent that the State has not already enacted legislation regarding texting while driving, the Government encourages the Servicing Agency to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm> ) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at [http://www.dot.gov/sites/dot.dev/files/docs/FAPL\\_2010-01.pdf](http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf)) This includes, but is not limited to, the Servicing Agency:

- a. considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- b. conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- c. encouraging voluntary compliance with the agency's text messaging policy while off duty.

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

## **B. APPLICABLE FEDERAL LAWS AND REGULATIONS**

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

### **General Federal Legislation**

- Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- Hatch Act - 5 U.S.C. §§ 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§4601, et seq.
- National Historic Preservation Act of 1966 – 16 U.S.C. § 470, et seq.
- Archaeological Resources Protection Act – 16 U.S.C. 470aa, et seq.
- Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001, et seq.
- National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- Clean Air Act – 42 U.S.C. § 7401, et seq.



- Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
- Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201
- Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
- Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. §§ 6901, et seq.
- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657
- Safe Drinking Water Act -- 42 U.S.C. §§ 300f-300j-6
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901, et seq.
- Migratory Bird Treaty Act 16 U.S.C. § 760c-760g
- The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- Buy America Act – 23 U.S.C. § 313 (see [http://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm))
- Nondiscrimination – 23 U.S.C. § 140

## General Federal Regulations

- Suspension and Debarment – 2 CFR Parts Part 180
- Non-procurement Suspension and Debarment – 2 CFR Part 1200
- External Programs – 23 CFR Part 230
- Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- Environmental Impact and Related Procedures – 23 CFR Part 771
- Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at – 28 CFR Part 35
- Procedures for predetermination of wage rates – 29 CFR Part 1
- Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122.
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- Uniform administrative requirements, cost principles, and audit requirements for Federal Awards – 2 CFR Part 200
- New Restrictions on Lobbying – 49 CFR Part 20
- Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21
- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26
- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Government-wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 CFR Parts 37 and 38
- Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40
- 23 C.F.R. Part 710 applies unless otherwise agreed to by FHWA

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

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

## **C. ASSURANCES AND CERTIFICATIONS**

### **TITLE VI ASSURANCE**

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

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

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

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

#### **The United States Department of Transportation (USDOT)**

#### **Standard Title VI/Non-Discrimination Assurances**

#### **DOT Order No. 1050.2A**

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

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and

“Regulations,” respectively.

### **General Assurances**

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

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

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Servicing Agency, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Servicing Agency agrees with and gives the following Assurances with respect to its receipt of funds for this project:

1. The Servicing Agency agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Servicing Agency will insert the following notification in all solicitations for bids and requests for proposals for work or materials, regardless of funding source:
  - a. *“The Servicing Agency, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Servicing Agency will insert the clauses of Appendix A of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Servicing Agency will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Servicing Agency receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Servicing Agency receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Servicing Agency will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Servicing Agency with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Servicing Agency or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal funds were extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Servicing Agency retains ownership or possession of the property.
9. The Servicing Agency will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other parties funded in whole or part from the funds provided under this Agreement will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Servicing Agency agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing the Agreement, the Servicing Agency also agrees to comply (and require any sub- recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. The Servicing Agency also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Servicing Agency must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, the Servicing Agency must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Servicing Agency gives this ASSURANCE in consideration of and for obtaining any Federal funds, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation.

This ASSURANCE is binding on the Servicing Agency, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the funds provided under this Agreement.

#### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-funded programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Servicing Agency or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Servicing Agency or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Servicing Agency will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Servicing Agency or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Servicing Agency to enter into any litigation to protect the interests of the Servicing Agency. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Servicing Agency under the terms of the Agreement:

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### APPENDIX C

#### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Servicing Agency pursuant to the provisions of this Agreement:

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;  
Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**A. ASSURANCE OF DISCLOSURE OF LOBBYING ACTIVITIES**

Certification for Contracts, Grants, Loans, and Agreements

The person signing this Agreement for the Servicing Agency certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans and grant agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, title. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**B. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Servicing Agency certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Servicing Agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Servicing Agency's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - and,
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of work supported by the Agreement be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the Agreement, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to FHWA. Notice shall include the order number of the Agreement.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The Servicing Agency *may*, but is not required to, provide the site for the performance of work done in connection with the Agreement. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the Agreement. If the Servicing Agency does so, the Servicing Agency shall identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

**C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS --  
PRIMARY COVERED TRANSACTIONS  
2 CFR Parts 180, 1200, 48 CFR Part 9, and 49 CFR Part 32**

These assurances and certifications are applicable to all construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200, and 48 CFR Part. 9.

By entering into this Agreement the Servicing Agency is providing the assurances and certifications for First Tier Participants and Lower Tier Participants as set out below.

**1. Instructions for Certification – First Tier Participants:**

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient and subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D. ASSURANCE OF ADEQUATE FINANCIAL SYSTEMS AND CONTROL OF PROJECT COSTS**

1. The Servicing Agency will be reimbursed in accordance with the terms of this Agreement.

2. The Servicing Agency shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.

3. The Servicing Agency shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.



4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.

5. Financial Management System: By signing this Agreement, the Servicing Agency verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2CFR Part 200.302. The Servicing Agency's failure to comply with these requirements may result in Agreement termination.

6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

## **E. TRANSPARENCY ACT REQUIREMENTS**

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252, hereafter referred to as “the Transparency Act” or “the Act”) and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Servicing Agency is required to report as required under the Act: The Servicing Agency shall also report information for its prime contractor.

### **1. Reporting Obligations**

a. Applicability. Unless the Servicing Agency (hereinafter in this section referred to as “you”) are exempt as provided in paragraph 4. of this section, you must report each action that obligates \$25,000 or more in Federal funds for a prime contract to an entity (see definitions in subsection 5. of this section).

b. Where and when to report.

1. You must report each obligating action described in subsection 1.a. of this section to <http://www.fsrs.gov>.

2. For contractor information, report no later than the end of the month following the month in which the contract was executed. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

### **2. Reporting Total Compensation of Executives.**

a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

1. the total Federal funding authorized to date under this award is \$25,000 or more;
2. in the preceding fiscal year, you received—
  - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in subsection 2.a.. of this section:
  1. As part of your registration profile at <https://www.sam.gov>
  2. By the end of the month following the month in which this award is made, and annually thereafter.

**3. Reporting of Total Compensation of Prime Contractor's Executives.**

- a. Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each prime contractor receiving funds for which reimbursement will be sought, you shall report the names and total compensation of each of the prime contractor's five most highly compensated executives for the prime contractor's preceding completed fiscal year, if—
  1. in the prime contractor's preceding fiscal year, the contractor received—
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

b. Where and when to report. You must report the prime contractor's executive total compensation described in subsection 3.a. of this section:

1. To <http://www.fsrs.gov>.

2. By the end of the month following the month during which you executed the prime contract. For example, if a prime contract is executed on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the prime contractor by November 30 of that year.

#### **4. Exemptions.**

If, in the previous tax year, you or the prime contractor had gross income, from all sources, under \$300,000, you are exempt from the requirements to report prime contracts and the total compensation of the five most highly compensated executives of any prime contractor.

#### **5. Definitions. For purposes of this section:**

a. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a contractor or subcontractor to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Servicing Agency's or prime contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### **E. SINGLE AUDIT INFORMATION FOR SERVICING AGENCIES**

To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the Servicing Agency agrees to maintain records that identify adequately the source and application of FHWA funds.

# Federal Lands Access Program

## Project Memorandum of Agreement – Amendment 1

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

**Project Route:** East of Morphine Road, Road 847

**State:** Oregon

**County(ies):** Morrow

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

**Entity with Title or Maintenance Responsibility for Facility:** Morrow County

**Type of Work:**


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

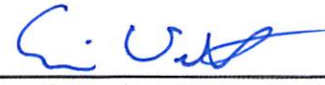
This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

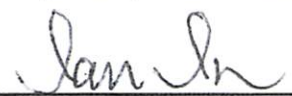
**Parties to this Agreement:** Federal Highway Administration, Western Federal Lands Highway Division and Morrow County.

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

**AGREED:**

  
Morrow County Commissioner, Morrow County  
5-8-19  
Date

  
Forest Supervisor, USFS – Umatilla National Forest  
5-22-19  
Date

  
Director of Program Administration, FLHD  
5.20.2019  
Date

**Replace Sections F and K with the following:**

**F. PROJECT BUDGET:**

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

**K. MATCHING SHARE REQUIREMENTS:**

The purpose of this section is to document the intent of Morrow County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Morrow County

Morrow County has committed to the project. The forms of match shall be those consistent with the "Federal-Aid Guidance Non-Federal Matching Requirements" and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FWHA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Morrow County	PE/CN	In-Kind Services	7/1/2020	\$72,964.04	

# Federal Lands Access Program Project Memorandum of Agreement

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

**Project Route:** East of Morphine Road, Road 847

**State:** Oregon

**County(ies):** Morrow

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

**Entity with Title or Maintenance Responsibility for Facility:** Morrow County

**Type of Work:**

*NEPA*

*Preliminary Engineering,*

*Rehabilitation,*


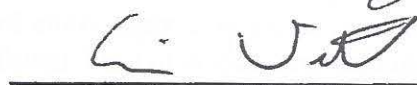

*Construction Engineering / Contract Administration*

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

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

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

**AGREED:**

 Morrow County Board Chair	3-27-19 Date
 Forest Supervisor, USFS – Umatilla National Forest	3-29-19 Date
 Director of Program Administration, FLHD	4.2.2019 Date



**A. PURPOSE OF THIS AGREEMENT:**

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

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

**B. AUTHORITY:**

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

**C. JURISDICTION AND MAINTENANCE COMMITMENT:**

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

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:**

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

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

**E. PROJECT BACKGROUND / SCOPE:**

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

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



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

#### **F. PROJECT BUDGET:**

See the Match Agreement signed on April 2, 2018.

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

#### **G. ROLES AND RESPONSIBILITIES:**

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

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

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

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

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

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

Morrow County will be responsible for the following:

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

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

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

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

FHWA will be responsible for the following:

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

#### **H. ROLES AND RESPONSIBILITIES – SCHEDULE:**

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

#### **I. PROPOSED DESIGN STANDARDS:**

The following design criteria will be applied on the project:

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

#### **J. FUNDING:**

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

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

**K. MATCHING SHARE REQUIREMENTS:**

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

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

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

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

**L. PROJECT TEAM MEMBERS – POINT OF CONTACT:**

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

Name / Title	Organization	Phone No. / Email
Sandi Pointer, Management Assistant	Morrow County	547-989-9500 spointer@co.morrow.or.us
<del>Lonnie Ruchert, Forest Road Manager</del>	USFS – Umatilla National Forest	<del>541-278-3779</del> 541-278-3749 <del>lruchert@fs.fed.us</del> jneer@fs.fed.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

Joe Neer,  
Acting Staff  
Officer

**M. CHANGES / AMENDMENTS / ADDENDUMS:**

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

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

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

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

**N. ISSUE RESOLUTION PROCEDURES MATRIX:**

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

<b>FHWA</b>	<b>Morrow County</b>	<b>USFS - UNF</b>	<b>Time</b>
Neal Christensen Program Manager <a href="mailto:neal.christensen@dot.gov">neal.christensen@dot.gov</a> 360-619-7780	<i>Matt Scrivner</i> <i>MC Public Works Director</i> <a href="mailto:mscrivner@co.morrow.or.us">mscrivner@co.morrow.or.us</a> 541-989-9500	Joe Neer Acting Staff Officer <a href="mailto:jneer@fs.fed.us">jneer@fs.fed.us</a> 541-278-3749	15 Days
Pete Field Environment, Planning and Programming Branch Chief <a href="mailto:Peter.field@dot.gov">Peter.field@dot.gov</a> 360-619-7619	<i>Sandi Pointer</i> <i>MC Management Assistant</i> <a href="mailto:spointer@co.morrow.or.us">spointer@co.morrow.or.us</a> 541-989-9500	Eric Watrud Forest Supervisor 541-278-3752 <a href="mailto:eric.watrud@usda.gov">eric.watrud@usda.gov</a>	15 Days
Dan Donovan Chief of Business Operations <a href="mailto:Daniel.donovan@dot.gov">Daniel.donovan@dot.gov</a> 360-619-7966	<i>Eric Imes</i> <i>MC Assistant Road Master</i> <a href="mailto:eimes@co.morrow.or.us">eimes@co.morrow.or.us</a> 541-989-9500		15 Days

**O. TERMINATION:**

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

**P. STEWARDSHIP & OVERSIGHT ACTIVITIES:**

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



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

## Attachment 1

### 2 CFR 200 Common Rule Requirements and Other Legal Requirements

## A. GENERAL TERMS AND CONDITIONS

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

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



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

10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this the Servicing Agency's work under the Agreement. The Government will be responsible for damages or injuries caused by the negligence of its own employees, to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
11. To the extent that the State has not already enacted legislation regarding texting while driving, the Government encourages the Servicing Agency to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm> ) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at [http://www.dot.gov/sites/dot.dev/files/docs/FAPL\\_2010-01.pdf](http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf)) This includes, but is not limited to, the Servicing Agency:
  - a. Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
  - b. Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
  - c. Encouraging voluntary compliance with the agency's text messaging policy while off duty.

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

## **B. APPLICABLE FEDERAL LAWS AND REGULATIONS**

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

### **General Federal Legislation**

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

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

### **General Federal Regulations**

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

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

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

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

## **C. ASSURANCES AND CERTIFICATIONS**

### **TITLE VI ASSURANCE**

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

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

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

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

#### **The United States Department of Transportation (USDOT)**

#### **Standard Title VI/Non-Discrimination Assurances**

#### **DOT Order No. 1050.2A**

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

#### **Statutory/Regulatory Authorities**

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

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

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

### **General Assurances**

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

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

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Servicing Agency, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Servicing Agency agrees with and gives the following Assurances with respect to its receipt of funds for this project:

1. The Servicing Agency agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Servicing Agency will insert the following notification in all solicitations for bids and requests for proposals for work or materials, regardless of funding source:
  - a. *“The Servicing Agency, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Servicing Agency will insert the clauses of Appendix A of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Servicing Agency will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Servicing Agency receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Servicing Agency receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Servicing Agency will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Servicing Agency with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Servicing Agency or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal funds were extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Servicing Agency retains ownership or possession of the property.
9. The Servicing Agency will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other parties funded in whole or part from the funds provided under this Agreement will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Servicing Agency agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing the Agreement, the Servicing Agency also agrees to comply (and require any sub- recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. The Servicing Agency also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Servicing Agency must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, the Servicing Agency must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Servicing Agency gives this ASSURANCE in consideration of and for obtaining any Federal funds, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation.

This ASSURANCE is binding on the Servicing Agency, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the funds provided under this Agreement.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-funded programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Servicing Agency or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Servicing Agency or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Servicing Agency will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Servicing Agency or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Servicing Agency to enter into any litigation to protect the interests of the Servicing Agency. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX B

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Servicing Agency under the terms of the Agreement:

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Servicing Agency pursuant to the provisions of this Agreement:

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

### **A. ASSURANCE OF DISCLOSURE OF LOBBYING ACTIVITIES**

#### **Certification for Contracts, Grants, Loans, and Agreements**

The person signing this Agreement for the Servicing Agency certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans and grant agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, title. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **B. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Servicing Agency certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Servicing Agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Servicing Agency's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the Agreement be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the Agreement, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of conviction.

Employers of convicted employees must provide notice, including position title, to FHWA. Notice shall include the order number of the Agreement.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The Servicing Agency *may*, but is not required to, provide the site for the performance of work done in connection with the Agreement. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the Agreement. If the Servicing Agency does so, the Servicing Agency shall identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

#### **C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

##### **2 CFR Parts 180, 1200, 48 CFR Part 9, and 49 CFR Part 32**

These assurances and certifications are applicable to all construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200, and 48 CFR Part. 9.

By entering into this Agreement the Servicing Agency is providing the assurances and certifications for First Tier Participants and Lower Tier Participants as set out below.

1. Instructions for Certification – First Tier Participants:
  - a. The prospective first tier participant is providing the certification set out below.
  - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
  - f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  - g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient and subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal



funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **D. ASSURANCE OF ADEQUATE FINANCIAL SYSTEMS AND CONTROL OF PROJECT COSTS**

1. The Servicing Agency will be reimbursed in accordance with the terms of this Agreement.

2. The Servicing Agency shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.
3. The Servicing Agency shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.
4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
5. Financial Management System: By signing this Agreement, the Servicing Agency verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2CFR Part 200.302. The Servicing Agency's failure to comply with these requirements may result in Agreement termination.
6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **E. TRANSPARENCY ACT REQUIREMENTS**

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252, hereafter referred to as "the Transparency Act" or "the Act") and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Servicing Agency is required to report as required under the Act: The Servicing Agency shall also report information for its prime contractor.

##### **1. Reporting Obligations**

- a. Applicability. Unless the Servicing Agency (hereinafter in this section referred to as "you") are exempt as provided in paragraph 4. of this section, you must report each action that obligates \$25,000 or more in Federal funds for a prime contract to an entity (see definitions in subsection 5. of this section).
- b. Where and when to report.
  1. You must report each obligating action described in subsection 1.a. of this section to <http://www.fsrs.gov>.
  2. For contractor information, report no later than the end of the month following the month in which the contract was executed. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### **2. Reporting Total Compensation of Executives.**

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

1. The total Federal funding authorized to date under this award is \$25,000 or more;
2. In the preceding fiscal year, you received—
  - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in subsection 2.a. of this section:
  1. As part of your registration profile at <https://www.sam.gov>
  2. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Prime Contractor's Executives.
  - a. Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each prime contractor receiving funds for which reimbursement will be sought, you shall report the names and total compensation of each of the prime contractor's five most highly compensated executives for the prime contractor's preceding completed fiscal year, if—
    1. In the prime contractor's preceding fiscal year, the contractor received—
      - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - b. Where and when to report. You must report the prime contractor's executive total compensation described in subsection 3.a. of this section:
    1. To <http://www.fsrs.gov>.



2. By the end of the month following the month during which you executed the prime contract. For example, if a prime contract is executed on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the prime contractor by November 30 of that year.

4. Exemptions.

If, in the previous tax year, you or the prime contractor had gross income, from all sources, under \$300,000, you are exempt from the requirements to report prime contracts and the total compensation of the five most highly compensated executives of any prime contractor.

5. Definitions. For purposes of this section:

a. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a contractor or subcontractor to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Servicing Agency's or prime contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### **F. SINGLE AUDIT INFORMATION FOR SERVICING AGENCIES**

To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, the Servicing Agency agrees to maintain records that identify adequately the source and application of FHWA funds.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)

Item #

5C

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

Presenter at BOC: Eric Imes

Department: Public Works - Roads

Short Title of Agenda Item:

(No acronyms please)

Date submitted to reviewers: 26, May 2022

Requested Agenda Date: 1, June 2022

Review of permit application OSV to work in the county right-of-way

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

- ☐ Order or Resolution
- ☐ Ordinance/Public Hearing:
- ☐ 1st Reading ☐ 2nd Reading
- ☐ Public Comment Anticipated:
- Estimated Time:
- ☐ Document Recording Required
- ☐ Contract/Agreement

- ☐ Appointments
- ☐ Update on Project/Committee
- ☒ Consent Agenda Eligible
- ☒ Discussion & Action
- Estimated Time: 5-10 minutes
- ☐ Purchase Pre-Authorization
- ☐ Other

☒ N/A

## Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Total Contract Amount:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Through:

Budget Line:

Reviewed By:

Eric L. Imes 5-26-22 Department Director

DATE

*[Signature]* 5/31/22 Administrator

DATE

County Counsel

DATE

Finance Office

DATE

Human Resources

DATE

Required for all BOC meetings

Required for all BOC meetings

\*Required for all legal documents

\*Required for all contracts; other items as appropriate.

\*If appropriate

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

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

# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

**(Page 2 of 2)**

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

Windwave Communications has applied for a permit to work in the county right-of-way. This permit exceeds 200 feet longitudinally. The work consists of a buried communication package on Frontage near the county line. Windwave will be connecting services to three homeowner customers in that area.

I had signed and dated the permit before my error was made aware to me. Windwave is waiting proper authority before beginning work.

## **2. FISCAL IMPACT:**

None.

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

Approve the Public Works Director to submit previously signed permit application OSV to Windwave for work in the county right-of-way on Frontage.

☒ Attach additional background documentation as needed.

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

APPLICATION #: OSV

COUNTY ROAD #: ~~702~~ 728

ROAD NAME: Frontage Road

**Applicant Mailing Address**

Windwave Communications Attn: Wendy  
Name (Business Name, Attn: Name)  
P O Box 1390  
Mailing Address (Street/Post Office Box)  
Boardman, OR 97818  
City, State, Zip Code  
541-561-4428  
Phone Number

**APPLICATION FEE:**

(CHECK ONE)

☐ Private (\$50.00) ☒ Utility Company (No Fee)

**PAYMENT RECEIVED:**

02-22-2022 - \$0 - WCH  
(Date Payment Received - Amount Received - Initials)

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

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

We, Windwave Communications 73500 Rupe Kennedy Rd., Boardman, OR 97818 WO#405

(Name - Individual/Business) (Physical Address) (Work Order Number)

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

Morrow County road Frontage Lane at            miles from nearest

interstecction with road County Line Road to Private Lane (Name of County Road) (Miles)

E.W.M. with a Communication Line of 1 ft. (Dimensions), Center Line 30 ft distance

from R/W line 48" depth of line or pipe, North (Note N, S, E, W) X side of road.

As more particularly described by the attached sketch.

**PERMITTEE AGREES TO TERMS AND CONDITIONS ON THE ATTACHED TWO PAGES**

Page 1 WCH (Initial)


Page 2 WCH (Initial)

**Additional Terms and Conditions to be noted here.**

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

PERMITTEE SIGNATURE: WCH  
(Signature of Authorized Permittee)

DATE: 2/16/2022  
(Date Signed)

State of <u>OREGON</u>
County of <u>MORROW</u>
This instrument was acknowledged before me on <u>FEBRUARY 16</u> , 20 <u>22</u>
by <u>Wendy Helzer</u>
<u>Suzanne Helzer</u> Notary Public - State of <u>OREGON</u>


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

RECOMMENDED BY: Eric L. Jones (Assistant Road-Master)

DATE:            (Date Signed)

APPROVED BY: Eric L. Jones (Public Works Director)

DATE: 2/28/22 (Date Signed)

ATTEST:             
(Morrow County Clerk)

**PERMITTEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

**SPECIFICATIONS:**

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

**ROAD CROSSING:**

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

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

**ADJACENT TO ROADWAY:**

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

Permit # OSV  
MORROW COUNTY PUBLIC WORKS  
Application for Necessity to Build Right of Way  
Page 1 of 2

## **TRAFFIC**

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

## **INSURANCE**

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

## **REPAIRS**

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

## **REMOVEAL, RELOCATION AND REPAIR**

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

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

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



Permit OSV  
05/24/2022





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

(For BOC Use)  
Item #

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

Presenter at BOC: Eric Imes  
Department: Public Works - Roads  
Short Title of Agenda Item:  
(No acronyms please) Award of Liquid Asphalt Quote

Date submitted to reviewers: 31, May 2022  
Requested Agenda Date: 1, June 2022

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

- |   |  |
|---|--|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible     |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input type="checkbox"/> Discussion & Action         |
| Estimated Time: 10 minutes  | Estimated Time:                                      |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization  |
| <input checked="" type="checkbox"/> Contract/Agreement                    | <input type="checkbox"/> Other                       |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Blue Line Transportation  
Contractor/Entity Address: 2606 N. Newark St. Portland, Or. 97217  
Effective Dates – From: June 6, 2022 Through: October 1, 2022  
Total Contract Amount: approx. \$723,000 Budget Line: 202-220-5-20-2504  
Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

Eric L. Imes May, 31 2022 Department Director

Required for all BOC meetings

 5/31/2022 Administrator

Required for all BOC meetings

\_\_\_\_\_  
DATE County Counsel

\*Required for all legal documents

\_\_\_\_\_  
DATE Finance Office

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
DATE Human Resources

\*If appropriate

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

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

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

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

Morrow County Road Department is ready to begin our chip seal program. Two emulsion asphalt suppliers responded to the Request for Quote packet. I have provided the quotes from both suppliers below.

Based on materials cost I recommend the Board of Commissioners to select Blue Line Transportation as this years supplier for emulsion asphalt.

The Purchase Of Supplies Contract has not changed from last year except for the dates. County Council approved the contract last year.

**2. FISCAL IMPACT:**

The contract will pull from the Road Fund Budget Materials and Services 202-220-5-20-2504. The current balance for this budget is \$1,518,244

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

Motion to approve this years liquid asphalt supplier to Blue Line Transportation and sign the purchase of supplies contract.

☒ Attach additional background documentation as needed.

## QUOTE SCHEDULE

### SUPPLY, DELIVERY, AND APPLICATION OF LIQUID ASPHALT EMULSION

QUOTES DUE: Tuesday May 31st. 2022, 3:00 P.M., P.S.T.

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$ 800. <sup>00</sup>
Fog Seal	Per Ton	\$ 500. <sup>00</sup>
Distributor Truck	Per Hour	\$ 300. <sup>00</sup>
Freight to Boardman	Per Ton	\$ 65. <sup>00</sup>
Freight to Irrigon	Per Ton	\$ 69. <sup>00</sup>
Freight to Ruggs	Per Ton	\$ 72. <sup>00</sup>
Freight to Heppner	Per Ton	\$ 71. <sup>00</sup>
Freight to Ione	Per Ton	\$ 69. <sup>00</sup>
Product Return Charge	Per Ton	\$ 0
Demurrage	Hour	\$ 150. <sup>00</sup>
Warranty	months	12

Distributor Truck: Year: 2019 Make: KENWORTH

Distributor Manufacturer: BEARCAT Tank Capacity: 4,500 GALLONS

Company Name: ALBINA ASPHALT

Address: 801 MAIN STREET, VANCOUVER, WA 98660

Phone: 360-816-8536

E-mail address: Kyle.Arntson@albina.com

Printed Name: KYLE ARNTSON

Authorized Signature:  Date: 5/25/2022

## QUOTE SCHEDULE

### SUPPLY, DELIVERY, AND APPLICATION OF LIQUID ASPHALT EMULSION

QUOTES DUE: Tuesday May 31st. 2022, 3:00 P.M., P.S.T.

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$635-
Fog Seal	Per Ton	\$390-
Distributor Truck	Per Hour	\$275-
Freight to Boardman	Per Ton	\$62-
Freight to Irrigon	Per Ton	\$65-
Freight to Ruggs	Per Ton	\$69-
Freight to Heppner	Per Ton	\$68-
Freight to Ione	Per Ton	\$64-
Product Return Charge	Per Ton	\$ Half Freight
Demurrage	Hour	\$125
Warranty	months	24

Distributor Truck: Year: 1994 Make: Freightliner

Distributor Manufacturer: Bearcat Tank Capacity: 4300

Company Name: Blue Line Transportation Co Inc

Address: 2601 N Newark St Portland, OR 97217

Phone: 503-279-2600

E-mail address: Ross@bluelinetrans.com

Printed Name: Jason Tindall

Authorized Signature:  Date: 5-23-22

## CHIP SEAL FORECAST 2022

ROAD NAME	AREA	LENGTH	WIDTH	SQUARE YDS	OIL SHOT RATE	GALLONS	FOG RATE	GALLONS
Wilson (east)	Boardman	15076	26	43553	0.46	20034	0.16	6968
Wilson (city section)	Boardman	2663	26	7693	0.46	3539	0.16	1231
Depot	Irrigon	22070	22	53949	0.46	24816	0.16	8632
Washington (double)	Irrigon	8237	24	21965	0.9	19769	0.16	3514
8th. Street (double) (n of columbi)	Irrigon	4000	24	10667	0.9	9600	0.16	1707
Gravel Pit Ln. (double)	Irrigon	1373	24	3661	0.9	3295	0.16	586
7th. Street	Irrigon	2890	23	7386	0.46	3397	0.16	1182
Montana	Irrigon	1390	24	3707	0.46	1705	0.16	593
Oregon	Irrigon	1320	24	3520	0.46	1619	0.16	563
2nd	Irrigon	3575	30	11917	0.46	5482	0.16	1907
Utah	Irrigon	1200	18	2400	0.46	1104	0.16	384
upper rhea creek (double)	Ruggs	15100	23	38589	0.9	34730	0.16	6174
Spruce	Heppner	898	18	1796	0.46	826	0.16	287
Fuller	Heppner	1639	27	4917	0.46	2262	0.16	787
Bunker hill (double)	Heppner	5280	22	12907	0.9	11616	0.16	2065
Meadow Brook (double)	Heppner	581	28	1808	0.9	1627	0.16	289
Brenner Canyon (double)	lone	5280	24	14080	0.9	12672	0.16	2253
pipeline loop	lone	2165	20	4811	0.46	2213	0.16	770
High View Cemetery	lone	2218	16	3943	0.46	1814	0.16	631
<b>Total</b>		<b>96955</b>	<b>23</b>	<b>209714</b>	<b>0.62</b>	<b>142087</b>	<b>0.16</b>	<b>40522</b>
<b>CRS-3P TONS</b>	<b>590</b>							
<b>FOG OIL TONS</b>	<b>168</b>							



**REQUEST FOR QUOTES**

**SUPPLY, DELIVERY, AND  
APPLICATION OF LIQUID ASPHALT EMULSION**

**JUNE 2022 THROUGH SEPTEMBER 2022**

**QUOTES DUE:**

**MAY 31<sup>st</sup>. 2022 – 3:00pm**

**Morrow County Public Works  
P. O. Box 428  
365 West Highway 74  
Lexington, Oregon 97839  
ATTN: Eric Imes - [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)**

**THIS IS A REQUEST FOR QUOTES TO SUPPLY, DELIVER, AND APPLY LIQUID ASPHALT EMULSION.** This REQUEST FOR QUOTES is solicited in accordance with LCPR 137-047-0830, Class Special Procurements.

***INSTRUCTIONS TO PROPOSERS:***

**IP-1 Time and Place for Receiving Quotes**

Quotes for the herein described work will be received by Morrow County Public Works on or before Tuesday May 31st, 2022, 3:00 p.m., P.S.T.

**IP-2 Scope of Work**

A. Supplier shall furnish to Morrow County Public Works liquid asphalt emulsion as indicated below:

- CRS-3P                      Approximately 600 tons
- Fog Seal                      Approximately 200 tons

The product shall be delivered to various job sites at dates and times directed by the County. Supplier shall be capable of delivering up to 120 tons per day in a maximum of four transport tankers on any day included in the contract period.

B. Supplier shall provide on a contract rental basis one asphalt distributors daily (unless otherwise directed) with qualified operators for applying the liquid asphalt emulsion to the road surface. Asphalt distributors shall have a carrying capacity of 4,200 gallons of product, and be capable of applying product at a constant rate across a span of no less than 16 feet.

C. County will prepare road surfaces to receive the surface treatments at the specified job sites. County will provide traffic control measures.  
County will provide equipment and qualified operators for chip spreading, rolling, and sweeping. County will provide aggregate for surface treatment.

D. This season's project includes approximately 18 miles of chip seal some of which will include double chip seals.

E. The intended period of operations is proposed as Monday June 6th, 2022 through approximately Thursday June 30<sup>th</sup>, 2022. Late summer chip sealing may be scheduled. The typical work week will be Monday through Thursday, ten (10) - hour work days, as scheduled by Morrow County.

F. NOTE: The accepted bid and contract award may be extended by mutual agreement of both the County and the Supplier on a year to year basis, including increases or decreases of cost and compensation based upon mutual agreement of the County and Supplier.

**IP-3 Submission of Quotes / Minimum Requirements**

- A. The submission of a quote signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.
- B. All quotes shall be submitted in sealed cover to Morrow County Public Works before the above stated time.
- C. A quote will not be accepted after the time as stated in IP-1, above, whether or not quotes are opened exactly at the stated time.
- D. Suppliers shall submit the cost portion of the request for quotes on the attached Quote Schedule which shall be signed in the place provided.
- E. A quote may not modify any of the provisions stated herein.
- F. Quotes may be submitted by mail, or in person.

**IP-4 Withdrawal of Quotes**

- A. A quote may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a quote does not prejudice the right of the supplier to submit a new quote.
- C. No quote can be withdrawn after the request for quotes due time. The quote constitutes an offer to enter into a contract if accepted by Morrow County.

**IP-5 Review of Quotes**

Quotes will be reviewed at Morrow County Public Works on or about the time and place specified in IP-1, above.

**IP-6 Right to Reject Offers**

Morrow County may reject any offer not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

**IP-7 Contract Award**

- A. Quotes will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the quote deemed most advantageous to Morrow County. Quotes will be evaluated with consideration of the quote listed.
- B. A decision to award the contract will be made in its entirety to a single supplier within ten business days of the opening of submitted quotes. Award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.
- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor with the quote that is most advantageous to Morrow County.



**IP-8 Contract Documents**

- A. The contract documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.
- B. Any person contemplating the submission of a quote and being in doubt as to the meaning or intent of said contract document should request, by e-mail, interpretation by the Public Works Director at [eimes@co.morrow.or.us](mailto:eimes@co.morrow.or.us)
  - 1. Any interpretation or change will be posted in the bid page at the Morrow County Website [co.morrow.or.us](http://co.morrow.or.us)
  - 2. Morrow County will not be responsible for any other explanations or interpretations of said contract documents.
  - 3. Any and all documents in regards to this RFQ may only be retrieved from the bid page at the Morrow County Website [co.morrow.or.us](http://co.morrow.or.us)
- C. Any person submitting a quote shall not, at any time after submission, dispute, complain or assert that there was any misunderstanding in regard to the nature, quality or description of the materials to be supplied and the work to be performed.

**IP-9 Contractor's Bonds**

A quote bond is not required for submission of a quote.

A performance bond is not required for this contract for the supply of materials.

A payment bond is not required for this contract for the supply of materials.

**IP-10 Prequalification**

Prequalification is not required.

**IP-11 Appeal Process**

- A. Appeal of any decision(s) by Morrow County that are adverse to the Supplier must be delivered in writing, within five (5) working days, to the Morrow County Contract Review Board, which is composed of the Morrow County Board of Commissioners.
- B. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

## **GENERAL PROVISIONS:**

### **GP-1 Definitions and Terms**

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

- A. **County** – Morrow County, Oregon, the party awarding the contract.
- B. **County Public Works Director** - The County Public Works Director of Morrow County, acting either directly or through an authorized representative.
- C. **County Assistant Road Master** – The County Assistant Road Master of Morrow County, acting either directly or through an authorized representative.
- D. **Supplier** - The party awarded the contract.
- E. **Standard Specifications** - The *Oregon Standard Specifications for Construction* are hereby referenced and contained within the contract, except as follows:
  - 1. Standard Specifications may be modified, supplemented or superseded by the General and Special Provisions herein contained.
  - 2. Wherever the words "State Highway Commission", "Department", "State of Oregon", "Highway Commission", or "State", appear in Standard Specifications, they shall mean Morrow County, Oregon

### **GP-2 Insurance**

- A. The Supplier shall carry all necessary insurance for the labor employed and assume all responsibility for any accidents, which may occur to any of Supplier's workers or the public in the performance of the project. The Worker's Compensation coverage provided shall be in full compliance with ORS Chapter 656.
- B. General Liability Insurance in the amount of \$1,500,000 is required. Morrow County shall be listed as a "certificate holder."
- C. Automobile liability insurance in the amount of \$1,000,000 must be maintained for the duration of the contract.

**GP-3 Laws to be Observed**

- A. The Supplier shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Supplier shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the violation by Supplier's officers, employees and agents, or Supplier's sub-contractors, their officers, employees or agents, of laws described in GP-3 A. above.
- C. The Supplier shall be responsible for acts of Supplier's employees and sub-contractors and shall indemnify and save harmless Morrow County, its officers, employees and agents against any claims or liability arising from the Supplier's negligence.

**GP-4 Labor Provisions**

A contract issued pursuant to this Request For Quotation will not be a "Public Improvement Contract" as defined in ORS 279C.305 (5). However, this contract will meet the definition of a "Public Works Contract" as defined in OAR 839-025-0004 (20) (a) and (22). Supplier shall therefore comply with the applicable requirements defined in OAR 839-025 including but not limited to:

- A. Supplier must submit a certified payroll statement to the County by the fifth business day of each month following the month in which workers were employed upon this public works project.
- B. Supplier must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- C. Supplier must require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- D. If the Supplier fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the supplier or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the supplier by reason of the contract (Reference: ORS 279C.515).
- E. Supplier must give notice to employees who work on a public works contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work (Reference: ORS 279C.520(2))

- F. Supplier must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such supplier, of all sums which the supplier agrees to pay for such services and all moneys and sums which the supplier collected or deducted from the wages of the supplier's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service (Reference: ORS 279C.530)

Pursuant to Oregon Revised Statute, ORS279B.235:

- G. Supplier shall comply with the provisions of ORS 279C.800 through ORS 279C.870 regarding prevailing rate of wage on public contracts
- H. Supplier shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- I. Pursuant to ORS 279B.235, Supplier may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise. Supplier shall pay his or her employees at least time and a half for all overtime in excess of eight hours in any one day, or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or for all overtime in excess of ten hours in any one day, or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; or if the employee performs work on Saturday or on any legal holiday specified in ORS 279C.540. Unless otherwise exempt from the overtime provisions of the FLSA under Section 13(b)(1).
- J. Supplier shall comply with ORS 652.220 and shall not discriminate with regard to any protected class in the payment of wages for work of comparable character, the performance of which requires comparable skills. Protected classes include race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and/or genetic information. Compliance is a material element of this contract and failure to comply is a breach that entitles County to terminate the contract for cause.
- K. Pursuant to ORS 279B.235, Supplier may not prohibit any of the supplier's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

- L. Pursuant to ORS 279B.230(1), Supplier shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the supplier, of all sums that the Supplier agrees to pay for the services and all moneys and sums that the Supplier collected or deducted from the wages of employee under any law, contract or agreement for the purpose of providing or paying for the services.
- M. Pursuant to ORS 279B.230(2) all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126..

**GP-5 Contract Performance**

- A. Supplier shall meet with County staff and review the proposed work and schedule at least one week prior to the start date.
- B. Morrow County reserves the right to void the contract at any time due to unforeseen occurrences (weather, mechanical breakdowns, union strike, lack of funds, inferior workmanship, etc.)

**GP-6 Payment**

- A. Liquid asphalt will be paid at the quoted unit price for product used and applied to the road surface only. Partial loads returned shall be measured and credited back to the County. Individual daily tickets shall be provided to Morrow County in accordance with SP-1.
- B. Distributor trucks will be paid at the quoted unit price for hourly rates. Contract hourly rates will start at the time the distributor trucks have been directed to be on site and are ready to start applying the liquid asphalt. Contract hourly rates will end when the distributor trucks have completed the final application for the work day.
- C. Demurrage will be paid, if applicable, in accordance with SP-4 below.
- D. Any aspect of work not described by the specified pay items will be considered incidental to the specified pay items.
- E. Payment will be made by Morrow County upon approval by Morrow County Public Works of the received invoice(s) from Supplier. Morrow County Public Works will notify Supplier of any protest of charges included in invoice(s) which may not conform to these specifications.

## ***SPECIAL PROVISIONS:***

### **SP-1 Distributor and Transport Trucks**

- A. Supplier shall furnish distributor trucks. Distributor trucks shall be tandem axle with a minimum tank capacity of four thousand two hundred (4,200) gallons; equipped with Computer Rate Control distributor bars; and equipped with a volume measuring device, and thermometer for measuring the emulsion temperature in the tank. Distributor trucks shall be in good mechanical condition, capable of working ten (10) hour shifts without mechanical breakdowns.
- B. Supplier shall furnish distributor truck combinations capable of delivering no less than thirty (30) tons of liquid asphalt. Or supplier shall not charge a minimum freight fee if the distributor truck does not operate as a combination.
- C. The distributor bars shall be capable of distributing asphalt at a minimum width of sixteen (16) feet consistently and accurately when the bar nozzles are at a distance of twelve (12) inches from the driving surface, full flow circulating, with enclosed nozzle valves. Bar shall be operated from the cab of the trucks in maximum two (2) foot increments on an eight (8) foot main bar and one (1) foot increments on each bar wing, or otherwise as approved by the County.
- D. The bars shall be capable of spreading liquid asphalt at any rate from 0.08 to 0.50 gallons per square yard at varying widths to sixteen (16) feet or more, all cab controlled.
- E. Supplier shall ensure that distributor trucks have been calibrated prior to beginning of work to ensure accurate distribution of liquid asphalt emulsion.
- F. Distributor trucks shall have on hand tools and parts (including replacement spray nozzles) to ensure continuous operations in the event of minor mechanical problems.
- G. The distributors shall typically transfer product from the transport trucks at a rate of 280 gallons per minute. The distributor driver shall ensure that no foaming of the liquid asphalt emulsion occurs, and shall adjust transfer procedures as needed to maintain the quality of the product.
- H. Supplier shall supply one distributor truck daily, unless otherwise directed prior to start of operations.
- I. Supplier shall supply a copy of the bills of lading for the emulsified liquid asphalt delivered each day.
- J. Supplier shall provide transport trucks in such numbers as are needed to provide for the continuous, uninterrupted operation of County's construction activities. Supplier shall manage transport trucks such that overlap wait times of off-loading trucks will be minimized or avoided.
- K. Supplier shall provide transport trucks capable of delivering no less than thirty (30) tons of liquid asphalt.
- L. The transport delivery driver shall give the bill of lading and other applicable documents to the distributor driver to be given to Morrow County Public Works representative no later than the end of each day. The transport delivery driver shall write on the bill of lading to record the time of arrival and completion of off-loading at the designated location.

## SP-2 Asphalt

- A. Supplier shall deliver liquid asphalt emulsion on Morrow County Public Works orders, as follows:

Liquid asphalt emulsion shall be delivered to specified job sites in Morrow County by supplier. Distributor shall expeditiously fill from supplier's carriers and be in position and ready to start applying asphalt at the specified times each day.

Liquid asphalt emulsion shall be delivered at a minimum temperature of 170°F as measured in the cargo tank.

Morrow County reserves the right to stop production and reject liquid asphalt if applied characteristics do not meet the satisfaction of Morrow County.

- B. Asphalt material shall conform as indicated below.

### 1. CRS-3P

General Requirements: This specification has been designed to yield a set of distinguishing characteristics of a polymer modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T59 as modified.

<b>TESTS ON EMULSION</b>	<b>Min.</b>	<b>Max</b>
Saybolt Viscosity @ 122°F SFS.....	400	
Storage Stability 1% 1 day.....		1
Demulsibility %.....	40	
Particle charge test.....	Positive	
Sieve test %.....		0.1
<b>TESTS ON RESIDUE FROM DISTILLATION</b>	<b>Min.</b>	<b>Max</b>
Oil distillate % by volume of emulsion.....		3
Residue % by weight (Note 1).....	66	
Penetration @ 77°F.....	90	
Solubility in Trichloroethylene % (Note 2).....	97.5	
Elastic Recovery % (Note 3).....	70	

- i. AASHTO T59 with modifications to include 300 grams emulsion and a  $177 \pm 5^{\circ}\text{C}$  ( $350 \pm 10^{\circ}\text{F}$ ) maximum temperature to be held for 15 minutes.
- ii. AASHTO T44 Solubility of Bituminous Materials (in trichloroethylene).
- iii. ODOT TM 429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, Oregon.
- iv. AASHTO M208 section 3. (c) for viscosity states: "this test requirement on representative samples may be waived if successful application of the material has been achieved in the field."

#### 4. Fog Seal Material

The Supplier shall deliver fog seal material that meet the conditions below. For every part emulsified asphalt add no more than one (1) part water. Add water at point of supply and mix with emulsified asphalt to obtain a homogenous emulsion. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water).

The emulsified liquid asphalt shall meet the following conditions:

Test	Test Result	Method
Viscosity	20 - 100	ASTM D7496
Sieve test, %	0.1	ASTM D6933
Particle Charge	positive	ASTM D7402
Residue by distillation	60 min.	ASTM D6997
Penetration, 77°F, 100 g, 5 sec.	20-60	ASTM D5

- C. Morrow County reserves the right to have quality control testing performed by a qualified third party test lab in the case of a performance issue. Samples may be taken from each load of asphalt and tested for compliance with specification requirements.

Material not in compliance with the Standard Specifications and/or these contract specifications may be rejected by County.

If testing reveals an out of compliance product after all or part of the product has been applied, the product represented by the tested sample may be rejected wholly or in part at the sole discretion of the County. Payment will not be made for rejected materials.

Qualified third party test results shall supersede test results provided by the supplier in the case of a performance issue.

- D. Supplier may be asked to provide to Morrow County a copy of supplier's quality control test results for each batch of material manufactured.



**SP-3 Traffic Control**

- A. County will be responsible for directing and protecting traffic while asphalt application work is in progress.
- B. County will be responsible to provide signs and flaggers as necessary for the safety and protection of the public, and workers engaged in County's construction activities.

**SP-4 Stand-By-Time**

- A. Supplier shall furnish Morrow County a contract hourly price for stand-by-time ("demurrage") of the liquid asphalt transport trucks. This hourly price will cover stand-by time for transport trucks due to breakdown of County equipment, intermittent stoppage due to foreseeable weather, or similar circumstances.

Supplier shall provide for a two hour period of time for the product to be off loaded from the transport trucks without incurring demurrage. Demurrage charges may apply for stand by time of a transport truck beginning at two hours after the arrival of the transport truck to the off load location, or the specified time, whichever is later. Demurrage will be assessed in half hour increments, rounded to the nearest quarter hour. Demurrage will not apply when transport trucks arrive early; arrive late; or overlap their staging due to numbers and/or scheduling that is not consistent with the specified progress of County's construction activities.

Delays in production due to tardiness of transport trucks and/or distributor trucks; and/or slow performance of distributor operators during refill or the application stage shall negate any concurrent or subsequently effected demurrage.

- B. Morrow County reserves the right to cancel this contract due to delays and loss of production due to mechanical failure, inadequate supply of asphalt, or other causes related to the Supplier's responsibilities.
- C. Force majeure will apply for either party where Acts of God or *casus fortuitous* beyond the control of County or Supplier's forces create the delays.

## QUOTE SCHEDULE

### SUPPLY, DELIVERY, AND APPLICATION OF LIQUID ASPHALT EMULSION

**QUOTES DUE: Tuesday May 31st. 2022, 3:00 P.M., P.S.T.**

Quote Item	Unit	Unit Rate
CRS-3P Liquid Asphalt	Per Ton	\$
Fog Seal	Per Ton	\$
Distributor Truck	Per Hour	\$
Freight to Boardman	Per Ton	\$
Freight to Irrigon	Per Ton	\$
Freight to Ruggs	Per Ton	\$
Freight to Heppner	Per Ton	\$
Freight to lone	Per Ton	\$
Product Return Charge	Per Ton	\$
Demurrage	Hour	\$
Warranty	months	

Distributor Truck: Year: \_\_\_\_\_ Make: \_\_\_\_\_

Distributor Manufacturer: \_\_\_\_\_ Tank Capacity: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

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

## CHIP SEAL FORECAST 2022

ROAD NAME	AREA	LENGTH	WIDTH	SQUARE YDS	OIL SHOT RATE	GALLONS	FOG RATE	GALLONS
Wilson (east)	Boardman	15076	26	43553	0.46	20034	0.16	6968
Wilson (city section)	Boardman	2663	26	7693	0.46	3539	0.16	1231
Depot	Irrigon	22070	22	53949	0.46	24816	0.16	8632
Washington (double)	Irrigon	8237	24	21965	0.9	19769	0.16	3514
8th. Street (double) (n of columbi)	Irrigon	4000	24	10667	0.9	9600	0.16	1707
Gravel Pit Ln. (double)	Irrigon	1373	24	3661	0.9	3295	0.16	586
7th. Street	Irrigon	2890	23	7386	0.46	3397	0.16	1182
Montana	Irrigon	1390	24	3707	0.46	1705	0.16	593
Oregon	Irrigon	1320	24	3520	0.46	1619	0.16	563
2nd	Irrigon	3575	30	11917	0.46	5482	0.16	1907
Utah	Irrigon	1200	18	2400	0.46	1104	0.16	384
upper rhea creek (double)	Ruggs	15100	23	38589	0.9	34730	0.16	6174
Spruce	Heppner	898	18	1796	0.46	826	0.16	287
Fuller	Heppner	1639	27	4917	0.46	2262	0.16	787
Bunker hill (double)	Heppner	5280	22	12907	0.9	11616	0.16	2065
Meadow Brook (double)	Heppner	581	28	1808	0.9	1627	0.16	289
Brenner Canyon (double)	lone	5280	24	14080	0.9	12672	0.16	2253
pipeline loop	lone	2165	20	4811	0.46	2213	0.16	770
High View Cemetery	lone	2218	16	3943	0.46	1814	0.16	631
<b>Total</b>		<b>96955</b>	<b>23</b>	<b>209714</b>	<b>0.62</b>	<b>142087</b>	<b>0.16</b>	<b>40522</b>
<b>CRS-3P TONS</b>	<b>590</b>							
<b>FOG OIL TONS</b>	<b>168</b>							

**APPENDIX A**

**(Purchase of Supplies Contract)**

## PURCHASE OF SUPPLIES CONTRACT

In consideration of the covenants herein below set forth, **(CONTRACTOR)**, hereinafter referred to as "Contractor" and **MORROW COUNTY**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County," mutually contract as follows:

1. **Effective Date and Duration.** This contract shall become effective on June 6, 2022 through September 30, 2022. Unless earlier terminated or extended, this Contract shall expire on September 30, 2022. Expiration shall not extinguish or prejudice County's right to enforce this Contract with respect to any breach of a Contractor warranty; or any default or defect in Contractor performance that has not been cured.
2. Contractor agrees and covenants with County that it will supply and deliver liquid asphalt emulsion, and furnish asphalt distributor trucks with qualified operators as requested by County as set forth in Contractor's Quote, which is attached hereto (Attachment 1), and by this reference incorporated herein. Contractor agrees and covenants with County that Contractor shall perform this Contract in a faithful and workmanlike manner as may be required by the Board of Commissioners, or their designated agent, the County Public Works Director, in accordance with the terms set forth in the provisions of the Request For Quotes, the "Specifications," which are incorporated herein, and in accordance with the Quote which is attached hereto (Attachment 2). All of the said Quote and this Contract constitute the Contract documents.
3. Any conflict or difference between the Contract documents shall be called to the attention, first of the County Public Works Director and if a satisfactory solution is not reached, then to the Board of County Commissioners by Contractor before proceeding with work affected thereby. In case of any conflict or any discrepancy within the Contract documents, the specific provisions of this Contract shall have priority over all others.
4. Contractor hereby sells and agrees to deliver and County buys and agrees to receive and pay for the products of the kind required by the Specifications in quantities specified from time to time by the County Public Works Director.
5. **Termination of Contract**
  - a. **Parties Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
  - b. **County's rights to Terminate for Convenience.** County may, at its sole discretion, terminate this Contract, in whole or in part upon 30 days' notice to Contractor.
  - c. **County's Right to Terminate for Cause.** County may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as County may establish in such notice, upon the occurrence of any of the following conditions: (i) County fails to receive funding, or appropriations, limitations or other expenditures authority at levels sufficient to pay for contractor's work, (ii) federal or state laws,

regulation or guidelines are modified, or interpreted in such a way that either the Work under this Contract is prohibited or County is prohibited from paying for such work for the planned funding source; (iii) contractor no longer holds any license or certificate that is required to perform the work; or (iv) contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of County's notice, or such longer period as County may specify in such notice.

- d. Contractor's right to terminate for cause. Contractor may terminate this Contract upon 30 days' notice to County if County fails to pay contractor pursuant to the terms of this contract and County fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

6. Extension of Contract

- a. Contract may be extended by mutual agreement between the parties up to 9 months after expiration of the current contract expiration date. Price increases or decreases may be allowed with mutual agreement of both parties.
  - b. Payments shall be as set forth in the Specifications, Section GP-6.
7. Contractor agrees that County has the option to purchase more or less than the quantity specified in the quote; and that County shall not be liable or responsible for any payment for additional work or cost unless its Board of County Commissioners specifically assumes in writing such responsibility and liability on and by itself.
8. Contractor agrees to make all the provisions of this Contract applicable to any subcontractor performing hereunder.
9. Contractor agrees to not assign this Contract without the proposed assignee being fully, specifically approved and accepted in writing by County.
10. Additional Documents: The terms, conditions, definitions, and requirements of the 2021 Request for Quotes- Supply, Delivery, and Application of Liquid Asphalt Emulsion (Attachment 1), are incorporated into this contract.
11. Contractor agrees that its performance under this Contract is at its own sole risk and that it shall indemnify County, its agents and employees, against and hold them harmless from any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with Contractor's failure to perform fully hereunder, and Contractor further agrees to defend, indemnify and hold harmless Morrow County, its agents and employees, against all suits, actions or proceedings brought by any third party against them for which Contractor would be liable under provision GP-2 of the specifications.
12. The laws of the State of Oregon shall govern in any action, claim or suit on this Contract. The place of venue for any claim, suit, or action shall be Morrow County. Each party shall be responsible for that party's attorney fees, costs and disbursements at all times, including appeals.

13. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

(CONTRACTOR)

MORROW COUNTY BOARD OF COMMISSIONERS

Blue Line Transportation  
Company

John Tindall  
Authorized Representative

5-31-2022  
Date

\_\_\_\_\_  
Jim Doherty, Chair

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

\_\_\_\_\_  
Melissa Lindsay, Commissioner

\_\_\_\_\_  
Date

# Local Public Safety Coordinating Council

## Quarterly Report to

### Morrow County Board of County Commissioners

#### 1. Updates

- a. Oregon Health Authority Planning Grant: This grant was awarded to Morrow County and CCS to explore the housing barriers faced by those with behavioral health diagnoses. Two entities in Umatilla County were also awarded the grant, and we contracted with RockIt to create an “asset map” in the region through two half-day seminars. The findings so far are at: [ROCKit | A Community-Powered Problem Solving Model \(communityrockit.org\)](https://communityrockit.org) The password is: ROCKit.
- b. Primary Topics being addressed: The LPSCC continues to discuss housing, the challenges faced by Measure 110, and mental health issues in the community, particularly with our youth. There is a focus at the State level to move toward “restorative justice” and integrating equity requirements at every level.
- c. Ongoing administrative assistance is being provided to manage the OHA grant and develop agendas for LPSCC meetings.

#### 2. Future Projects

- a. We will get a mental health court up and running as soon as staffing is adequate.
- b. We hope to develop a mentoring program for youth.
- c. Developing inpatient options for those in behavioral health crisis continues to be a main focus. There is finally funding for this type of project coming from the State level, and everyone is very excited to be able to discuss solutions.



Jessica Rose





66

## Administration

P.O. Box 788 • Heppner OR 97836  
(541) 676-2529 Fax (541) 676-5619

Darrell Green  
County Administrator  
dgreen@co.morrow.or.us

**TO:** Board of Commissioners  
**FROM:** Darrell Green, County Administrator  
**DATE:** May 26, 2022  
**RE:** Administrator Monthly Report for May 2022

Below are the highlights for the month of May.

1. North County Government Building update: We have two big projects to complete. The audio/visual equipment has been ordered and we anticipate the installation of this equipment will happen in mid to late June. We also ordered some additional furniture to go into the Justice Court lobby area. We are also working with the furniture company to address the on-going static electricity that appears to be generated from the casters on the desk chairs. Our Ribbon Cutting event was a great success!
2. County Budget: We rescheduled our Budget Hearings from April 12-14 to May 10-12 to allow time for Christa Wolfe, our contracted Finance Director, and staff to prepare the County budget. With all things considered, the Budget Hearings were a success and we were able to approve our FY 2022-23 budget. We will be adopting the County budget on June 22<sup>nd</sup>.
3. The Loop Bus Barn and Transit Facility: Katie and our realtor were able to make an offer on a piece of property that was accepted. They are now working on a few items to be able to close on the property before mid-July.
4. Finance Director update: A job offer was extended to a candidate on May 26<sup>th</sup>. Kevin Ince accepted and he will start June 21, 2022. We will open the Financial Analyst position the first of June and hope to have a few candidates to interview the latter part of June or early July.
5. Grant Writing Services RFQ: Tamra Mabbott and I collaborated to complete the RFQ for Grant Writing Services. The RFQ will be posted on our website and advertised in the Daily Journal of Commerce and local newspapers. We are looking for grant writing assistance to help Morrow County departments find and apply for grants to help support projects in Morrow County.
6. Other projects/activities;
  - a) IT services agreement with the City of Hermiston

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green", is written over a horizontal line.

Darrell J Green



## Morrow County Sheriff's Office - Monthly Stats 2022

Incident	Jan	Feb	March	April	May	June
Alarms	12	9	14	11	14	
Animal Complaint	21	28	20	25	27	
Agency Assist	17	19	24	13	19	
Assaults	2	5	3	3	1	
Burglary	2	3	1	3	5	
CHL	37	36	38	39	44	
Citizen Assist	21	8	16	16	18	
Civil Service	23	54	49	53	62	
County Code Calls	6	9	31	34	12	
Heppner area	0	0	2	4	1	
Irrigon area	6	9	28	26	8	
Bdmn area	0	0	1	2	1	
lone/Lex area	0	0	0	2	2	
Death Investigation	3	3	2	2	1	
Disturbance	9	12	16	3	10	
Dog	36	31	36	49	39	
Driving Complaints	64	50	69	74	104	
Drunk/Impaired Driver	0	3	3	1	1	
EMS	20	7	6	7	7	
Hit & Run	3	5	5	2	3	
Juvenile Complaints	7	13	18	13	19	
Motor Vehicle Crashes	22	6	3	12	12	
RV Code	0	0	0	0	0	
Suicidal	2	3	3	0	5	
Suspicious Activity	20	15	28	31	38	
Theft	12	7	11	13	13	
Trespass	6	6	7	16	10	
Traffic Stops - Cite	65	45	67	57	48	
Total Traffic Stops	171	214	210	175	129	
UUMV-Stolen vehicle	9	3	4	6	3	
Welfare Check	21	13	15	17	16	
<b>Totals</b>	<b>611</b>	<b>607</b>	<b>699</b>	<b>675</b>	<b>660</b>	
Other Misc. Incidents	713	800	830	685	730	
<b>Total # of Incidents</b>	<b>1324</b>	<b>1407</b>	<b>1529</b>	<b>1360</b>	<b>1390</b>	
Felony Arrests	11	10	7	11	8	
<b>Total # of Arrests</b>	<b>30</b>	<b>29</b>	<b>32</b>	<b>30</b>	<b>17</b>	
<b>Total # M-110 Citations</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	



Correspondence  
City of Boardman

200 City Center Circle  
P.O. Box 229  
Boardman, OR 97818  
Phone: (541) 481-9252  
Fax: (541) 481-3244  
TTY Relay 711  
[www.cityofboardman.com](http://www.cityofboardman.com)

May 26, 2022

Adjoining Property Owners and Affected Agencies,

The City of Boardman Planning Commission will hold a hearing of public interest on Wednesday, June 15, 2022, at 7:00 p.m. at the City Hall in the Council Chambers. The meeting will also be accessible via Zoom with connection information on the City's website at [www.cityofboardman.com](http://www.cityofboardman.com).

You are receiving this letter because you are either an adjoining property owner or an affected agency that may have an interest in the action. Should you have comment in support or against the request you can share in person at the public hearing or by sending a letter to the City at the address above or by email to [mclanec@cityofboardman.com](mailto:mclanec@cityofboardman.com). It is appreciated if written comment is received no later than 5:00 p.m. on Tuesday, June 14, 2022, to allow that comment to be shared with the Planning Commission and affording them time to review the comment prior to the public hearing. If you have questions about the request, you are welcome to contact me at City Hall, at the phone number above, or by the same email above.

Copies of the staff report and other pertinent documents will be available at least seven days prior to the public hearing, or before June 9, 2022, on the City's website. Opportunity to voice support or opposition to the requests or to ask questions will be provided.

Please reach out if you have any questions.

Cordially,

Carla McLane  
Planning Official

Notice to mortgagee, lienholder, vendor, or seller: The City of Boardman Development Code requires that if you receive this notice, it shall be promptly forwarded to the purchaser.

**PUBLIC NOTICE  
City of Boardman  
Land Use Hearing**

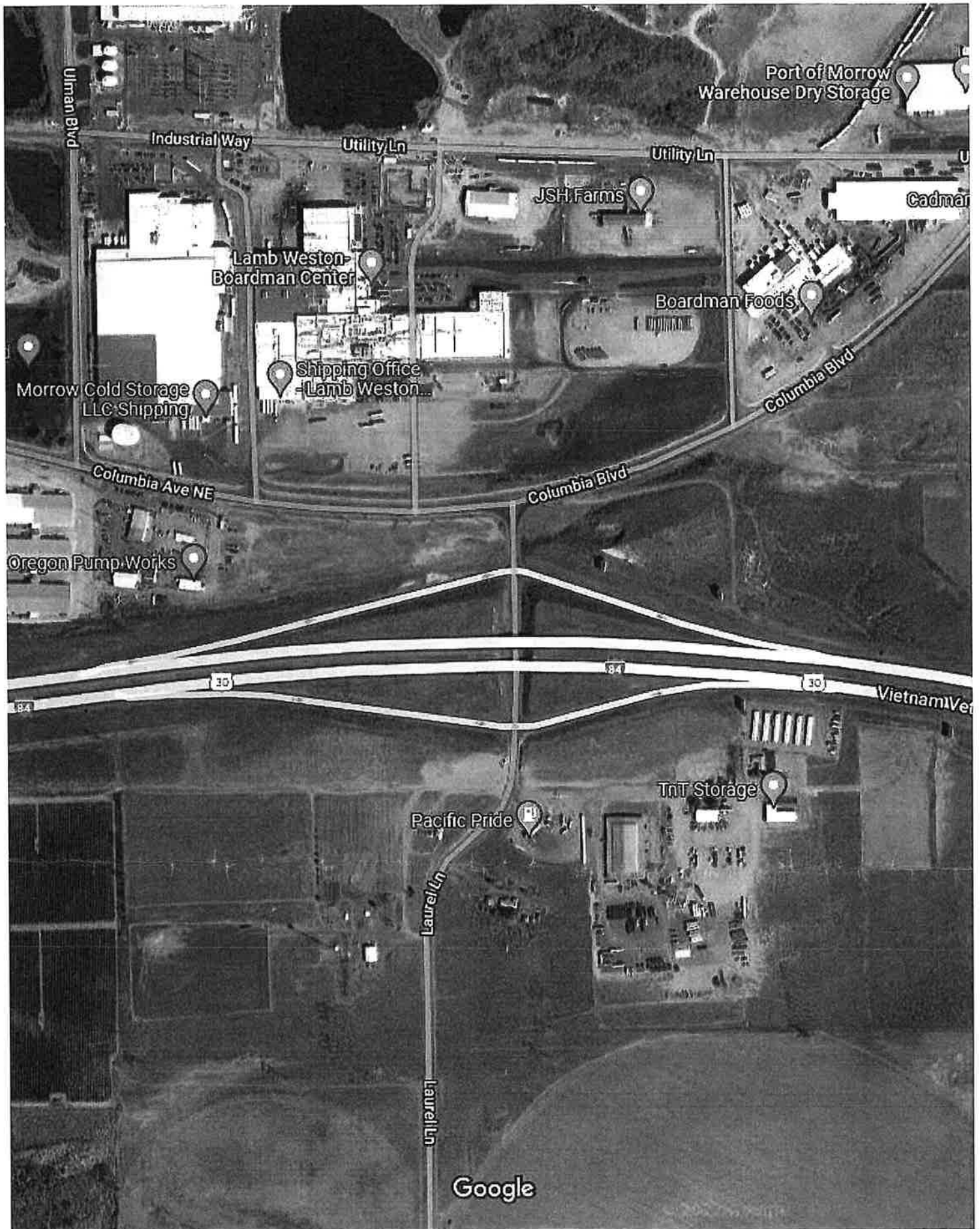
The City of Boardman Planning Commission will hold the following hearing of public interest on Wednesday, June 15, 2022, at 7:00 p.m. at the Boardman City Hall, 200 City Center Circle, Boardman, Oregon 97818 in the Council Chambers. For information on meeting participation via Zoom please visit the City of Boardman's webpage at [www.cityofboardman.com](http://www.cityofboardman.com).

A-TSP-22-001: City of Boardman, Morrow County, and the Oregon Department of Transportation: holders of right-of-way. Port of Morrow: Applicant. The subject property is described as the Port of Morrow Interchange and the intersection to the north with Columbia Avenue. The area is zoned Service Center to the south and Light Industrial to the north. This amendment proposes to update Section 7 of the adopted Interchange Area Management Plan and focuses on changes on the north side of the Interchange. Criteria are found in the Boardman Development Code Chapter 4.1 Types of Applications and Review Procedures specifically 4.1.600 Type IV Procedures.

Opportunity to voice support or opposition to the above applications or to ask questions will be provided. Failure to raise an issue in person or by letter or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals on those issues.

Copies of the staff report and all relevant documents will be available on or before June 9, 2022. For more information, contact Carla McLane, Planning Official, at (541) 481-9252 or by email at [mclanec@cityofboardman.com](mailto:mclanec@cityofboardman.com).

Dated this 23<sup>rd</sup> day of May 2022  
PUBLISHED: May 26, 2022  
Affidavit of Publication





Ellis Project Action Alternative	Theme	Mech thin in Old Forest	Mech thin in Moist & Cold	Cut >21"	Fuel breaks (feathering)	Est. MMBF	Road Management	Elk Security in Project area
Alternative 2 (Maximum)	Emphasis on forest health and resilience, improving elk distribution, protecting values at risk and fire fighter safety, and providing forest products to support local communities	Yes	Yes	No	Up to 500'; maximizes safety and wildfire management	10.5	72% of open road network retained	27% (16% increase in elk security from existing condition)
Alternative 3 (Minimum)	Emphasis on dry forest treatments and preserving old forest structure	No, except in LIZ	No, except in LIZ	No	Up to 300'; small diameter only; limited to priority roads	5	96% of open road network retained	15% (4% increase)
Alternative 4 (Middle)	Emphasis on fuels and wildlife (focus treatment in ERZ and elk security)	Yes, only in ERZ (move OFMS to OFSS)	Yes, only in ERZ	No	Up to 500' in ERZ; 300' outside ERZ; focus on VAR	5.25	88% of open road network retained	18% (7% increase)
Alternative 5 (Maximum+ >21)	Emphasis same as Alt 2 with additional focus on forest health and resilience, elk distribution, and providing	Yes	Yes	Yes	Up to 500'; maximizes safety and wildfire	13	71% of open road network retained	32% (21% increase)

## **Project Name: Parkers Mill**

**Program Area:** Integrated Vegetation Management – Fire, Fuels, Timber and Silviculture  
Wildlife

**Project Contact:** Adam Collin, (541) 676-2150, adam.collin@usda.gov

Decision Type:	Estimated Decision Date:	Estimated Project Implementation Year:
CE	September 2022	2023

**Location:** North to Copple Butte Trail to Madison Butte, East to Two Spring Creek West to Morrow County OHV, South to Lovlett Corral. Includes a portion of the Texas Butte Inventoried Roadless Area.

**Affected Counties:** Morrow and Grant

**Brief Description of Project:** The Parkers Mill Project will improve wildlife habitat by removing encroaching juniper and timber in historically grassy and shrubland areas, as well as seeking areas to improve bitter brush forage and mountain mahogany stands. Parkers Mill will also aim to improve overall health, resiliency, and vigor of timbered stands. Proposed treatments include overstory removal, understory tree thinning, and prescribed fire. Thinning treatments would include commercial sale of merchantable forest products and various non-commercial treatments of activity fuels.

### **Impacts to tribal resources:**

Opening the canopy will allow for undergrowth (elderberry, camas, huckleberry) to prosper. This growth will encourage big game forage and provide habitat for smaller animals.

Removing hazard trees within the project boundary will allow tribal members to enter this area safely. Cultural resource surveys will be completed and boundaries or activities will be adjusted as needed.

