

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, August 2, 2017 at 10:00 AM*

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, OR

***Please note the later start time**

- 1. Call to Order - 10:00 AM**
- 2. Pledge of Allegiance**
- 3. City and Citizen Comments** – This is the time provided for individuals seeking to address the Board regarding issues that are not already on the agenda.
- 4. Open Agenda** – This is the time for the Board to introduce subjects that are not already on the agenda.
- 5. Consent Calendar**
 - a. Accounts Payable dated August 3rd; Payroll Payables Immediates & Electronic, dated July 19th; Two Manual Checks for Fair Judges, dated July 25th
 - b. Contract with Pioneer Construction, Inc. for Pavement Overlay Projects (Burke O'Brien, Public Works Director; Matt Scrivner, Assistant Road Master; Sandi Pointer, Public Works Management Assistant)
- 6. Business Items**
 - a. Discussion of Administrative Officer Recruitment
 - b. Surveyor Compensation Discussion (Karen Wolff, Human Resources Director)
- 7. Department Reports**
 - a. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
 - b. Administrative Officer Monthly Report (Jerry Sorte, Administrative Officer)
 - c. Finance Department Quarterly Report (Kate Knop, Finance Director)
 - d. Assessment & Tax Quarterly Report (Mike Gorman, Assessor/Tax Collector)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Executive Session:** Pursuant to ORS 192.660(2)(g) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. Pursuant to ORS 192.660(2)(f) - To consider information or records that are exempt by law from public inspection.
- 11. Adjournment**

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

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

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

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



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

Item #

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

Staff Contact: **Sandi Pointer**

Phone Number (Ext): **541-989-9500**

Department: **Public Works**

Requested Agenda Date: **August 02.2017**

Person Attending BOC Meeting (*REQUIRED*): **Sandi, Matt and/or Burke**

Short Title of Agenda Item: **Pavement Overlay Project contract signing**

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"/> Discussion Only |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Department Report |
| <input checked="" type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other: |

☒ N/A

For Contracts and Agreements Only

Contractor/Entity: **Pioneer Asphalt Inc., dba Pioneer Construction, Inc.**

Contractor/Entity Address: **PO Box 38, Pendleton, OR 97801**

Effective Dates – From: **July 2017**

Through: **October 2017**

Total Contract Amount: **\$1,116,099.65**

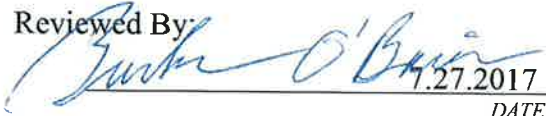
Budget Line: **202220-520-2504 Asphalt**

202220-520-3440 Contract Services

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:


7.27.2017
DATE

Department Head

Required for all BOC meetings

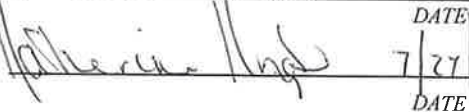
Admin. Officer/BOC Office

Required for all BOC meetings

Note Email 7/27/2017

County Counsel

Required for all legal documents


7/27/17
DATE

Finance Office

Required for all contracts; Other items as appropriate.

Human Resources

If appropriate

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. TITLE OF AGENDA ITEM: **Pavement Overlay Projects**

2. ISSUES, BACKGROUND, AND DISCUSSION:

Morrow County Road Department had requested costs for placing of overlay on West Main (Ione) and Ella Rd., Division Rd., Fourth, Nevada, Third, Wyoming and eighth St. and Patterson Ferry Rd. in the Irrigon/Boardman Areas. To help fulfill the Transportation System Plan. We had requested these bids to be returned to us June 26, 2017. Two bids had been received and the acceptable bid ws Pioneer Construction, Inc.

3. OPTIONS:

4. FISCAL IMPACT:

Wanting to contract with a provider of these services and will later return with an acceptable provider of these services to contract with for the 2017/2018 budget year. Budgeted amounts in our asphalt line and also our Contract services line to accommodate the funds that had been presented.

5. STAFF RECOMMENDATIONS:

Morrow County Public Works recommends approval of the contract and signed.

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

Awarding to the lowest bidder which is Pioneer Construction, Inc. and documents have been presented to BOC staff.

- Attach additional background documentation as needed.

You will find the Bid Documents and the advertisement that each proposer had access to.

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

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

From: [Justin Nelson](#)
To: [Sandra Pointer](#); [Richard Tovey](#)
Subject: RE: Contract for services
Date: Thursday, July 27, 2017 10:11:33 AM

Sandi,

That looks fine to me- feel free to have it added to the next BoC meeting.

-Justin

*Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us*

From: Sandra Pointer
Sent: Thursday, July 27, 2017 9:59 AM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>
Subject: FW: Contract for services

I have the documents with Pioneers Signature, I am wondering is it okay to take to the BOC for their Signatures so we may get started on these projects.

Morrow County Public Works

Sandi Pointer
Management Assistant
365 W. Hwy 74, P.O. Box 428
Lexington, OR. 97839
541-240-1761 Cell Phone
541-989-9500 Office
541-989-8352 Fax
spointer@co.morrow.or.us
Road,Airport,Waste Management,Parks and General Maintenance
Visit us on the web www.co.morrow.or.us

From: Sandra Pointer
Sent: Friday, July 21, 2017 4:09 PM

To: Justin Nelson <jnelson@co.morrow.or.us>

Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Burke O'Brien <bobrien@co.morrow.or.us>

Subject: Fwd: Contract for services

I wondered if you had a chance to look this over. I am planning on getting it on the BOC docket to award this Aug 2, 2017. But wondered if contract is acceptable, we can continue with consent calendar. Getting signatures from Pioneer so will have originals at BOC time.

Sandi

Sent from my iPhone

Begin forwarded message:

From: "Sandra Pointer" <spointer@co.morrow.or.us>

To: "Justin Nelson" <jnelson@co.morrow.or.us>

Subject: Contract for services

Justin

Here is a contract for services that I would like to get on the Consent calendar the 5th or even the 12th. Just need your approval then will send on to Roberta.

Morrow County Public Works

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-9500 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road, Airport, Waste Management, Parks and General Maintenance

Visit us on the web www.co.morrow.or.us



Purchase Pre-Authorization Request

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

DATE: May 5, 1994

RE: Purchasing Policy

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

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

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

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

Department: Public Works - Road Dept Date: 7.27.2017

Purchase Amount: \$1,116,099.65 Budget Line: 202220-520-2504 Asphalt
202220-520-3440 Contract Services

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

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

Description:

Morrow Couty Road dept. Will use Pioneer Contruction to provide Pavement Overlay projects that had been listed out. West Main (Ione) and Ellas Rd., Division Rd., Fourth.,Nevada, third, whyoming and eight st. and Patterson Ferry Rd. in the Irrigon/Boardman area. To help fulfill the Transportation System Plan. This purchase pre authorization is to be split between two line items as asphalt will come out of the line and the services Pioneer provide will be taken out of the Contract services.

[Signature]
Finance Director signature

[Signature]
Department signature

Board of Commissioners

07/27/2017
Date

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

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

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

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

Requirements of ORS 279B.070:

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

Quote/Proposal 1:

You will find information from the May 28, 2017 Board of Commissioners meetings of the bid process.

Quote/Proposal 2:

Quote/Proposal 3:

*Attach documentation as needed

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

Staff Recommendation:



PUBLIC WORKS DEPARTMENT

Airport General Maintenance Road Department Parks Transfer Stations

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

Burke O'Brien
Public Works Director

Sandi Putman
Management Asst.

Matt Scrivner
Asst. Road Master

Kirsti Cason
Administrative Asst.

June 28, 2017

RE: Pavement Overlay Project bid results

Board of Commissioners

On June 26th 2017 at 9:01 am (2) bids were opened for review:

Granite Construction Company	Schedule "A"	\$ 472,563.50
	Schedule "B"	<u>\$ 720,055.00</u>
	Total	\$ 1,192,618.50
Pioneer Construction, Inc.	Schedule "A"	\$ 427,453.15
	Schedule "B"	<u>\$ 688,646.50</u>
	Total	\$ 1,116,099.65
MCPW budget numbers	Schedule "A"	\$ 406,255.75
	Schedule "B"	<u>\$ 689,079.74</u>
	Total	\$ 1,095,335.49

After review and doing a cost analysis on MCPW completing the Package "A" portion of this project and looking at work load and schedule for the summer of 2017, we recommend acceptance of Package A and B awarded to Pioneer Construction, Inc. of Pendleton Oregon for the 2017 Pavement Overlay Project.

Recommended by: Matt Scrivner
Assistant Road Master
Morrow County Public Works

Accepted by: Burke O'Brien
Public Works Director
Morrow County Public Works

Date 6-28-17

Date 6/28/2017

**BID TABULATION
FOR
MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
Bid Opening June 26, 2017**

SCHEDULE A: West Main (Ione) & Ella Road.

Item No.	Item Description	Unit	Quantity	<u>Engineer's Estimate</u>		<u>Pioneer Construction, Inc.</u>		<u>Granite Constuction Co.</u>	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1 -210	Mobilization	Lump Sum	1	\$15,000.00	\$15,000.00	\$15,450.00	\$15,450.00	\$25,400.00	\$25,400.00
2 -225	Temporary Protection and Direction of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00	\$6,910.00	\$6,910.00	\$5,000.00	\$5,000.00
3 -225	Flaggers	Hour	64	\$45.00	\$2,880.00	\$60.00	\$3,840.00	\$68.00	\$4,352.00
4 -225	Pilot Car	Hour	32	\$70.00	\$2,240.00	\$72.00	\$2,304.00	\$85.00	\$2,720.00
5 -730	Emulsified Asphalt for Tack Coat	Ton	25	\$430.00	\$10,750.00	\$650.00	\$16,250.00	\$1.00	\$25.00
6 -744	Level 3, 1/2" ACP	Ton	4835	\$85.00	\$410,975.00	\$78.49	\$379,499.15	\$89.90	\$434,666.50
7 -749	Extra for Asphalt Approaches	Each	4	\$450.00	\$1,800.00	\$800.00	\$3,200.00	\$100.00	\$400.00
SCHEDULE A TOTAL					\$444,645.00		\$427,453.15		\$472,563.50

SCHEDULE B: Division Rd., Fourth St./Nevada St., Third St., Wyoming St., W. 8th Road & Patterson Ferry Rd.

Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Pioneer Construction, Inc.		Granite Constuction Co.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
8 -210	Mobilization	Lump Sum	1	\$20,000.00	\$20,000.00	\$17,200.00	\$17,200.00	\$15,500.00	\$15,500.00
9 -225	Temporary Protection and Direction of Traffic	Lump Sum	1	\$1,000.00	\$1,000.00	\$6,910.00	\$6,910.00	\$8,000.00	\$8,000.00
10 -225	Flaggers	Hour	144	\$45.00	\$6,480.00	\$60.00	\$8,640.00	\$68.00	\$9,792.00
11 -225	Pilot Car	Hour	72	\$70.00	\$5,040.00	\$72.00	\$5,184.00	\$85.00	\$6,120.00
12 -730	Emulsified Asphalt for Tack Coat	Ton	43	\$430.00	\$18,490.00	\$632.50	\$27,197.50	\$1.00	\$43.00
13 -744	Level 3, 1/2" ACP	Ton	8500	\$80.00	\$680,000.00	\$72.79	\$618,715.00	\$80.00	\$680,000.00
14 -749	Extra for Asphalt Approaches	Each	6	\$400.00	\$2,400.00	\$800.00	\$4,800.00	\$100.00	\$600.00
SCHEDULE B TOTAL					\$733,410.00		\$688,646.50		\$720,055.00
TOTAL PROJECT BID AMOUNT					\$1,178,055.00		\$1,116,099.65		\$1,192,618.50

**MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
June, 2017**

**PLAN HOLDERS
As of
June 16, 2017**

COMPANY	PHONE/CONTACT	FAX	EMAIL
Granite Construction Company P.O. Box 6 Hermiston, OR 97838	Elmer W. Adkins Tel. 541-567-2896 Cell 541-571-3915	541-567-1792	Elmer.Adkins@gcinc.com
Pioneer Construction P.O. Box 38 Pendleton, OR 97801	Terry Clarke 541-276-7885		accounts@pioneer asphaltinc.com
Constructconnect (plan center) 3825 Edwards Rd, Suite 800 Cincinnati, Ohio 45209			PhippsM@ISQFT.COM

2017 By default has de- sions se- ist Deed and pay- eing the The sum together ereon at 00% per 1, 2013 l accrued eon; and foreclo- ny sums Benefi- the terms l. Where- by given ed Trust- 29, 2017 :00 AM, as estab- 187.110, Statues, Morrow ise, 100 et, Hep- County of ublic auc- st bidder est in the eal prop- antor had onvey at execution aid Trust with any e Grantor in inter- r the ex- ust Deed, going ob- secured expenses a reason- e Trustee. given that d in Sec- egon Re- the right eclosure issed and reinstated e Benefi- e amount han such principal n be due curred), he costs, nev's fees

PUBLIC NOTICE NOTICE OF SHERIFF'S SALE

On July 20th, 2017 at the hour of 1 pm the Morrow County Courthouse, 100 Court Street, Heppner, OR 97836, inside the lobby at the Front doors, the defend- ant's interest will be sold, subject to redemption, in the real property com- monly known as: 150 West Wyoming, Avenue, Irrigon 97844 . The court case number is 16CV29195, where U.S. BANK NA- TIONAL ASSOCIATION, AS TRUSTEE, SUCCE- SOR IN INTEREST TO WACHOVIA BANK, NA- TIONAL ASSOCIATION, AS TRUSTEE FOR GSMPS MORTGAGE LOAN TRUST 2005- RP3, Plaintiff and DAVID R. STARKWEATHER; QUICK COLLECT, INC.; UNITED STATES OF AMERICA, ACTING THROUGH THE DE- PARTMENT OF HOUS- ING AND URBAN DE- VELOPMENT; AND ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR IN- TEREST IN THE REAL PROPERTY COMMON- LY KNOWN AS 150 W WYOMING AVE, IRRIG- ON OREGON 97844, Defendants . The sale is a public auction to the highest bidder for cash or cashier's check, in hand, made out to Morrow County Sheriff's Office. For more information on this sale go to:

www.oregonsheriffs.com/sales.htm

Published: June 14, 21, 28 and July 5, 2017

Affidavit

PUBLIC NOTICE NOTICE OF SHERIFF'S SALE

PUBLIC NOTICE INVITATION TO BID

For
MORROW COUNTY
2017 PAVEMENT OVER-
LAY PROJECT
MORROW COUNTY
PUBLIC WORKS DE-
PARTMENT
MORROW COUNTY,
OREGON
June, 2017

Sealed Bids for the "MOR-
ROW COUNTY 2017
PAVEMENT OVERLAY
PROJECT" project will be
received by the Morrow
County Public Works De-
partment, 365 West High-
way 74 (P.O. Box 428),
Lexington, Oregon, 97839,
until 5:00 p.m. local time
on June 23, 2017. The bids
will be publicly opened and
read at the Morrow County
Public Works Department,
365 West Highway 74,
Lexington, Oregon, at 9:00
a.m. local time on June 26,
2017. First Tier Subcon-
tractor Disclosure Forms
will be accepted until 1:00
p.m. on date of the bid
opening.

The County may reject
any bid not in compliance
with all prescribed public
bidding procedures and
requirements, and may
reject for good cause any
or all bids upon a finding
of the County that it is in
the public interest to do so.
The bidder must be regis-
tered with the Construction
Contractors Board.

Estimated Cost Range:
\$1.0 to 1.5 million

The work will consist of
providing, hauling and
placing Asphalt Concrete
Pavement (ACP), 2" in
thickness for overlay-
ing, consisting of two bid
schedules, but may not be
limited to the following
total estimated unit cost
quantities:

SCHEDULE A: Mobiliza-
tion, Lump Sum, 1; Tempora-
ry Protection and Direc-
tion of Traffic, Lump Sum,

**Performance and Payment
Bonds** in the amount of the
contract bid amount will
be required of the success-
ful bidder.

The County will award the
contract within seven (7)
calendar days of the bid
opening. Work will com-
mence within five (5) cal-
endar days of the notice to
proceed. The contractor
shall complete all work
required in the contract
within sixty (60) calendar
days of the stated date in
the notice to proceed.

The contractor will not be
required to have an asbes-
tos abatement license un-
der ORS 468A.720.

The Contact in charge of
all procurement is:

Doug Ferguson, P.E., Proj-
ect Engineer

Ferguson Surveying & En-
gineering

P.O. Box 519, 210 East
Main Street

Mt. Vernon, Or. 97865

Ph (541) 932-4520

Fax: (541) 932-4430

Copies of the Contract
Documents may be ob-
tained at:

Ferguson Surveying and
Engineering

P.O. Box 519, 210 East
Main Street

Mt. Vernon, Or. 97865

Ph (541) 932-4520

Fax: (541) 932-4430

Upon receipt of a non-re-
fundable charge of \$30.00
for each set of Contract
Documents requested. The
Contractor shall provide
a mailing address, phone,
fax number and e-mail, if
applicable, when plans are
requested.

MORROW COUNTY is
an equal opportunity em-
ployer.

Burke O'Brien, Morrow
County Public Works Di-
rector.

P.O. Box 428

Lexington, OR 97839

Published: June 7, 14 and
21, 2017

Affidavit

PUBLIC NOT

Request for Bids
Morrow County
Works, is requesting
to supply Class C A
Hot Mix for proje
Morrow County.
mated quantities are
13,000 tons.

• Bidders wil
mit per ton price f
phalt to be picked
plant, by County. ½"
C Asphalt Hot Mix a
estimated 13,000 ton
CCS-1 Tack oil Esti
45 Tons.

For additional spe-
tions and bid sheets
tact Morrow County
lic Works at P.O. Bo
365 Hwy 74, and Le
ton, OR. 97839 or
541-989-9500. Or en
spointer@co.morrow
Bids must be rec
at the Morrow C
Public Works office
Box 428, Lexington
97839 by June 16,
Bids must be in a s
envelope marked
phalt Bid" on or b
4:00 p.m. Bids w
opened June 19, 20
9:00 a.m. at the M
County Public Work
fice, 365 W. Hwy 74,
ington, OR For addi
information contact
row County Public V
541-989-9500.

Morrow County res
the right to reject an
all bids and/or to pos
the award of bids for
(30) days from the d
opening.

Morrow County doe
discriminate on the
of age, religion, race
tional origin, sex or h
capped status in em
ment or the provisio
services.

Published: June 7 and
2017

Affidavit

PUBLIC NOTI

TS No. OR07000
17-1 APN 135 / 2S2
TO No 869

right
asure
and
tated
nefi-
ount
such
cipal
due
(red),
costs,
s fees
r de-
n the
ten-
re-
ation
time
efore
sale.
Trust-
epre-
nties,
s the
s no-
ential
tee's
used
neth-
temi-
which
oxic.
rs of
ould
ential
ing to
oper-
e. In
s, the
ludes
neu-
ludes
ntor"
essor
antor
per-
tion,
which
Trust
tee"
udes
ssors
ated:
Esq.,
essor
isne-
n At-
nith,
c/o
7100
CA
FOR
ION
tion.
Web-

www.oregonsheriffs.com/
sales.htm
Published: June 14, 21, 28
and July 5, 2017
Affidavit

PUBLIC NOTICE NOTICE OF SHERIFF'S SALE

On July 18, 2017 at the hour of 1 pm the Morrow County Courthouse, 100 Court Street, Heppner, OR 97836, inside the lobby at the front doors, the defendant's interest will be sold, subject to redemption, in the real property commonly known as: 275 SE Seventh, Irrigon OR. The court case number is 14CV103, where Midfirst Bank, Plaintiff And Tiffany Locey aka Tiffany M. Locey; Dan Locey aka Daniel J. Locey; Capital One Bank (USA), N.A.; Occupants of the Property, Defendants. The sale is a public auction to the highest bidder for cash or cashier's check, in hand, made out to Morrow County Sheriff's Office. For more information on this sale go to: www.oregonsheriffs.com/sales.htm
Published: June 14, 21, 28, and July 5, 2017
Affidavit

Pavement (ACP), 2" in thickness for overlaying, consisting of two bid schedules, but may not be limited to the following total estimated unit cost quantities:

SCHEDULE A: Mobilization, Lump Sum, 1; Temporary Protection and Direction of Traffic, Lump Sum, 1; Flaggers, 64 Hours; Pilot Cars, 32 Hours; Emulsified Asphalt for Tack Coat, 25 Tons; Level 3, 3/4" ACP, 4865 Tons; PG 64-28 Asphalt in ACP, 242 Tons; Extra for Asphalt Approaches, 4 Each.

SCHEDULE B: Mobilization, Lump Sum, 1; Temporary Protection and Direction of Traffic, Lump Sum, 1; Flaggers, 144 Hours; Pilot Cars, 72 Hours; Emulsified Asphalt for Tack Coat, 43 Tons; Level 3, 3/4" ACP, 9682 Tons; PG 64-28 Asphalt in ACP, 484 Tons; Extra for Asphalt Approaches, 6 Each.

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County and is subject to the current Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates.

A Bid Bond in the amount of 10% of the bid amount is required with the proposal.

MORROW COUNTY is an equal opportunity employer.
Burke O'Brien, Morrow County Public Works Director.
P.O. Box 428
Lexington, OR 97839

Published: June 7, 14 and 21, 2017
Affidavit

PUBLIC NOTICE

The Emergency Food and Shelter National Board Program has allocated \$5400.00 to Morrow County. These funds are available to agencies and organizations who furnish temporary emergency food and shelter (which includes rent, heat and similar services) to Morrow County families assistance Organizations that provide these services may contact Morrow County Health Department PO Box 799, 110 N. Court Street, Heppner OR 97836 or 101 NW Boardman Ave Boardman, OR 97818 or telephone (541) 676-5421 to request an application or receive further information. These applications are due before July 6, 2017. Local Recipient Organizations will be required to provide a DUNS number and valid email address.

Published: June 7, 14 and 21, 2017
Affidavit

sapped status in
ment or the pro
services.
Published: Ju
2017
Affidavit

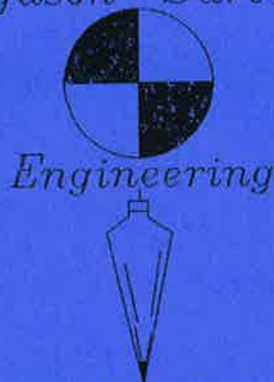
PUBLIC NOTICE
TS No. OR
17-1 APN 135
CC-11100 TO N
TRUSTEE'S N
SALE Referenc
to that certain
made by, SAM
BECK AND
MARIE HORN
HUSBAND AND
AS TENANTS BY
ENTIRETY as Gran
PACIFIC NORTHWE
COMPANY OF
EGON, INC. as Trust
in favor of MORTGAGE
ELECTRONIC REGIS
TRATION SYSTEMS
INC. ("MERS"), as de
signated noticee for ONE
REVERSE MORTGAGE
LLC, Beneficiary of the
security instrument

PUBLIC NOTICE			
FORM LB-1 NOTICE OF BUDGET HEARING			
A public meeting of the Irrigon Cemetery Maintenance District Board will be held on June 28, 2017 at 7:00 - 8:00 pm at Irrigon Senior Center, Irrigon, OR. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2017 as approved by the Irrigon Cemetery Maintenance District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 1305 N Main Ave., Irrigon, OR, between the hours of 8:00 a.m. and 5:00 p.m. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year. If different, the major changes and their effect on the budget are: None.			
Contact: Donald V. Heppnerbach Tel. No. 541-871-0375 Email: dheppnerb@mcn.com			
FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount (2015-16)	Adopted Budget This Year 2016-17	Approved Budget Next Year 2017-18
Beginning Fund Balance/Net Working Capital	\$ 8,308.00	\$ 27,700.00	\$ 40,000.00
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges			
Federal, State and all Other Grants, Gifts, Allocations and Donations			
Revenues from Bonds and Other Debt			
Interfund Transfers / Internal Service Reimbursements			
All Other Resources Except Current Year Property Taxes	\$ 1,321.00	\$ 2,015.00	\$ 2,000.00
Current Year Property Taxes Estimated to be Received	\$ 16,894.00	\$ 19,720.00	\$ 20,124.00
Total Resources	\$ 23,541.00	\$ 49,435.00	\$ 62,124.00
FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	\$ 0.00	\$ 0.00	\$ 0.00
Materials and Services	\$ 2,770.00	\$ 14,800.00	\$ 14,800.00
Capital Outlay	\$ 11,643.00	\$ 24,000.00	\$ 34,000.00
Debt Service	\$ 0.00	\$ 0.00	\$ 0.00
Interfund Transfers	\$ 0.00	\$ 0.00	\$ 0.00
Contingencies	\$ 9,228.00	\$ 10,895.00	\$ 13,200.00
Capital Payments	\$ 0.00	\$ 0.00	\$ 0.00
Unappropriated Ending Balance and Reserve for Future Expenditure	\$ 0.00	\$ 0.00	\$ 0.00
Total Requirements	\$ 23,541.00	\$ 49,495.00	\$ 62,100.00

MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
June, 2017

SPECIAL PROVISIONS &
CONTRACT (CONSTRUCTION)

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



Agency:
Morrow County Public Works
365 West Hwy. 74, P.O. Box 428
Lexington, OR 97839
Phone 541-989-9500

Contractor:
Pioneer Construction, Inc.
P.O. Box 38
Pendleton, OR 97801
Phone 541-276-7885



RENEWS: 1/1/2018

**NOTICE OF AWARD
FOR
MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
June, 2017**

TO: Pioneer Construction, Inc.
P.O. Box 38
Pendleton, OR 97801
Phone 541-276-7885

The OWNER has considered the BID submitted by your company for the “**MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT**” in the response to its Invitation For Bid.

You are hereby notified that your Bid for the has been accepted for construction of this project for the **TOTAL PROJECT BID AMOUNT** of **One million, one hundred sixteen thousand, ninety nine dollars and sixty five cents** (\$1,116,099.65)

You are required by the Information for Bidders to execute the Agreement and furnish to MORROW COUNTY the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE within fourteen (14) calendar days from the date of this notice.

If you fail to execute said Agreement and to furnish said BONDS within fourteen (14) days from the date of this Notice; said AGENCY will be entitled to consider all of your rights arising out of the AGENCIES acceptance of your BID as abandoned and forfeiture of your BID BOND. THE AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the AGENCY.

Dated this 10th day of July, 2017

Morrow County Public Works Department
365 West Highway 74 (P.O. Box 428)
Lexington, Oregon, 97839
Ph: 541-989-9500

By:



Burke O'Brien
Morrow County Public Works Director.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this 19 day of July 2017.

By: Jayne Clarke
Signature

Company Name: Pioneer Construction, Inc.

Print Name: JAYNE CLARKE

Title: President

Oregon Construction Contractors Board Registration Number: 41934

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this 17 day of July 2017.

By: Jayne L. Clarke
Signature

Company Name: Pioneer Construction, Inc.

Print Name: Jayne L. Clarke

Title: President

Oregon Construction Contractors Board Registration Number: 41934

*Notice To Proceed
Page 2 of 2*

TABLE OF CONTENTS FOR CONTRACT

SECTION I Special Provisions

SECTION II Schedule of Items

SECTION III Contract

SECTION IV Construction Performance Bond

SECTION V Construction Payment Bond

SECTION VI Certification of Worker's Compensation Coverage

SECTION VII BOLI Prevailing Wage Rates

SECTION VIII Project Plans

DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HEREIN

(1) Standard Specifications

The "2015 Oregon Standard Specifications for Construction" as published by the Oregon Department of Transportation.

Electronic copies of the above ODOT publications can be obtained at:

http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml#2008_Standard_Specifications

(2) QPL

References are made herein made to the QPL (Oregon Department of Transportation's Qualified Products List). Electronic copies of the QPL are available at:

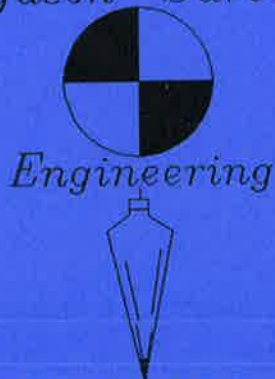
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/QPL/QPIndex.shtml>

SECTION I

SPECIAL PROVISIONS

MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT
MORROW COUNTY, OREGON
June, 2017

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



TABLE OF CONTENTS FOR SPECIAL PROVISIONS

<i>WORK TO BE DONE</i>	1
<i>AUTHORITY OF THE ENGINEER</i>	1
<i>APPLICABLE SPECIFICATIONS</i>	2
PART 00100 - GENERAL REQUIREMENTS	2
SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS	2
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES.....	3
SECTION 00130 - AWARD AND EXECUTION OF CONTRACT.....	8
SECTION 00140 - SCOPE OF WORK	9
SECTION 00150 - CONTROL OF WORK	9
SECTION 00160 - SOURCE OF MATERIALS	13
SECTION 00165 - QUALITY OF MATERIALS	13
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES	14
SECTION 00180 - PROSECUTION AND PROGRESS.....	17
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES	20
SECTION 00195 - PAYMENT	20
SECTION 00196 - PAYMENT FOR EXTRA WORK	21
SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK	21
SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS	22
PART 00200 - TEMPORARY FEATURES AND APPURTENANCES	23
SECTION 00210 - MOBILIZATION	23
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC.....	24
SECTION 00225 - WORK ZONE TRAFFIC CONTROL	25
SECTION 00290 - ENVIRONMENTAL PROTECTION.....	27
PART 00700 - WEARING SURFACES	29
SECTION 00730 - EMULSIFIED ASPHALT TACK COAT	29
SECTION 00744 - ASPHALT CONCRETE PAVEMENT	31
SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES.....	32

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on the "MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT":

Schedule A:

Mobilization

Traffic Control

Emulsified Asphalt Tack Coat

2" Compacted thickness, Level 3, 1/2 Inch Asphalt Concrete Pavement (ACP) Overlay;

Ella Road	2.5 miles	24' width
-----------	-----------	-----------

West Main (lone)	0.32 miles	26' width
------------------	------------	-----------

Schedule B:

Mobilization

Traffic Control

Emulsified Asphalt Tack Coat

2" Compacted thickness, Level 3, 1/2 Inch Asphalt Concrete Pavement (ACP) Overlay;

Division Road	1.14 miles	32' width
---------------	------------	-----------

4 th W. & Nevada	0.90 miles	20' width
-----------------------------	------------	-----------

W. 8 th Road	0.90 miles	24' width
-------------------------	------------	-----------

Patterson Ferry Rd.	0.73 miles	26' width
---------------------	------------	-----------

3 rd St. W.	0.56 miles	20' width
------------------------	------------	-----------

Wyoming Ave.	0.25 miles	20' width
--------------	------------	-----------

Perform additional and incidental work as called for in the plans and specifications.

AUTHORITY OF THE ENGINEER

The Engineer for this project is the firm of FERGUSON SURVEYING AND ENGINEERING. The Project Engineer will be Douglas M. Ferguson, of that firm. The Engineer will be in direct charge of the project. However, the Engineer will be under the authority of MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT and will act in accordance with instruction from the MORROW COUNTY PUBLIC WORKS DEPARTMENT.

APPLICABLE SPECIFICATIONS

The Specifications applicable to the work on this project are the 2015 edition of the "OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION", Oregon Department of Transportation and American Association, Oregon Chapter, and shall hereinafter be referred to as the "Standard Specifications".

All number references in these special provisions shall be understood to refer to the Sections and Subsections of the Standard Specifications bearing like numbers and to Sections and Subsections contained herein in their entirety. If a Section or Subsection is not identified in the "Special Provisions", it shall be understood that that section, or subsection of the "Standard Specifications," is included in its entirety.

ENGLISH MEASUREMENT PROJECT

Use appropriate English units for measurements, submittals, shop drawings, calculations, materials, certifications, delivery tickets, and all other documents submitted for work performed under this contract.

CLASS OF PROJECT

This is a MORROW COUNTY Project by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, fully funded by Morrow County

PART 00100 – GENERAL REQUIREMENTS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications and/or modified as follows:

00110.20 Definitions: replace the corresponding definitions with the following:

Agency – Shall mean MORROW COUNTY by and through the MORROW COUNTY PUBLIC WORKS DEPARTMENT.

Engineer – The Consulting Engineering Firm, FERGUSON SURVEYING AND ENGINEERING, acting as an agent of MORROW COUNTY, under terms of an agreement between the Engineer and MORROW COUNTY.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications and/or modified as follows:

00120.00 Prequalification of Bidders – Is not applicable to this project.

00120.01 General Bidding Requirements – Bidders may obtain bidding documents as stated in subsection 00120.05.

00120.05 Requests for Solicitation Documents – Replace this subsection, except for the subsection number and title, with the following:

Bidding documents and specifications are available at the office of FERGUSON SURVEYING & ENGINEERING, 210 East Main St., P.O. Box 519, Mt. Vernon Oregon, 97865, Tel. (541) 932-4520. Only bidding documents obtained from the office of FERGUSON SURVEYING & ENGINEERING may be used to submit bids.

00120.10 Bid Booklet – Titled “BIDDER’S PACKET” may include, but is not limited to:

- Invitation to Bid
- Information for Bidders
- Project Proposal Form
- Bid Proposal Form
- Bid Schedule
- Bid Bond Form
- First Tier Subcontractor Disclosure Form
- Bidder’s Certification Statements Form

The BID SECTION includes all pages in the BIDDER’S PACKET. The bid section may include, but is not limited to:

- Time, date, and location for the opening of bids
- Project completion time
- Identification of applicable special provisions and standard specifications
- Bid statement
- Certificate of non-collusion
- Certificate of residency
- Certificate of compliance with Oregon tax laws
- Bid schedule
- Identification of sureties
- Bid signature page
- Bid bond form

Other certificates or statements may be bound within the bid section. Plans, specifications, and other documents referred to in the bid section will be considered part of the bid.

Subsections 00120.15 through 00120.25 As shown in the "Standard Specifications," in their entirety.

00120.30 Changes to Plans, Specifications of Quantities before Opening Of Bids – Replace this subsection, except for the subsection number and title, with the following:

The AGENCY reserves the right to issue Addenda making changes and corrections to the Plans, Specifications or quantities. The AGENCY will provide addenda by facsimile transmission, electronically by e-mail, and/or by regular mail or other carrier service. Bidders shall be responsible for assuring that all addenda have been received. Bids may be rejected if opened and found by the AGENCY not to be based on all Addenda published.

00120.40 Preparation of Bid – Replace this subsection, except for the subsection number and title, with the following:

(a) General: Bidders shall not alter, in any manner, the paper documents bound within the BIDDER'S PACKET. Only bidding documents obtained from the office of FERGUSON SURVEYING & ENGINEERING may be used to submit bids. Bidders shall complete the certifications and statements included in the BID SECTION of the Bidder's Packet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bidder's Packet. All entries made in the Bidder's Packet shall be in ink or typed. Signatures and initials shall be in ink, except for changes submitted by facsimile (FAX) transmission as provided by 00120.60 (in which case FAX signatures shall be considered originals).

The Bidder shall properly complete documents in the Bid Section, as specified in 00120.10, between the front cover and the Sample Forms of the Bidder's Packet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

(b) Bid Schedule Entries: Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidders shall also enter, in the Schedule Subtotal, the total amount of that Schedule obtained by adding amounts for all items in that Schedule. Bidder shall also enter the Total Bid Amount obtained by adding the sub-

totals of all Schedules in the Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

(c) **Bidder's Address and Signature Pages:** Bidders shall include, on the PROJECT PROPOSAL FORM in the Bidder's Booklet, the address to which all communications concerning the Bid and Contract should be sent. The Project Proposal Form, Bid Proposal and Bid Schedule (Bid) must be signed by a duly authorized representative of the Bidder.

(d) **Bid Guaranty** – All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid. The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the AGENCY. (see ORS 279C.365(4))

If a Surety bond is submitted, Bidders shall use the AGENCY's standard Bid Bond form included in the Bidder's Packet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted in the Bidder's Packet.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon. Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

(e) **Disclosure of First-Tier Subcontractors** – If a Bidder's bid on a public improvement Project exceeds \$100,000, the Bidder shall, within two working hours of the time bids are due to be submitted, submit to the AGENCY, on a form provided by the AGENCY, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- Five percent (5%) of the total Project Bid, but at least \$15,000, or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor, and
- The dollar amount of the subcontract, and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the bid.

Subcontractor Disclosure Form must be submitted as outlined in the “Information for Bidders” portion of the “BIDDERS PACKET”.

Subcontractor Disclosure Form will be considered late if not received by the AGENCY within two (2) working hours of the bid closing date and time. Bids not in compliance with the requirements of this subsection will be considered non-responsive.

00120.45 Submittal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Bids must be submitted as required in the “Information To Bidders” section of the Bidder’s Packet.

Bids must be received at the address and at the times given in the INVITATION TO BID in the Bidder’s Packet.

Bids submitted after the time set for receiving bids will not be opened or considered. The County assumes no responsibility for the receipt and return of late bids.

00120.50 Submitting Bids for More than One Contract – Is not applicable to this project.

00120.60 Revision or Withdrawal of Bids – Replace this subsection, except for the subsection number and title, with the following:

Information entered into the Bidder’s Packet by the Bidder may be changed after the bid has been delivered to the AGENCY, provided that:

- Changes are prepared in accordance with the instructions found in the Bid Booklet;
- Changes are received by the AGENCY at the locations required herein and are received on or before the closing time for acceptance of Bids;
- The Project Name “MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT” is included;
- Changes must be submitted in writing, in a sealed envelope labeled “REVISIONS TO BID, MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT”

A Bidder may withdraw its bid after it has been delivered to the AGENCY's Office, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead and includes the name of the project (MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT), either in person or by FAX;
- The request is signed by an individual who is authorized to sign the bid, and proof of authorization to sign the Bid accompanies the withdrawal request;
- The request is received at the location specified for the submittal of bids and is received prior to the time that bids will no longer be accepted.

00120.65 Opening and Comparing Bids – Replace this subsection, except for the subsection number and title, with the following:

Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Invitation to Bid in the Bidder's Packet. Bidders and other interested parties are invited to be present.

Bids will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum of the sub-totals for all items listed in the BID SCHEDULE. The sub-totals will be computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the AGENCY may make arithmetic corrections on extension amounts.

00120.70 Rejection of Nonresponsive Bids – Modify as follows:

Replace the fourth bullet from top, which begins with "The bid is submitted on documents..." with the following:

- The bid is submitted on documents not obtained directly from the office of "FERGUSON SURVEYING AND ENGINEERING", 210 East Main Street, P.O. Box 519, Mt. Vernon Oregon, 97865, Tel (541)932-4520

Replace the sixth bullet from top, which begins with "The bid has entries not typed..." with the following:

- The Bid has entries not typed or in ink, or has signatures or initials not in ink.

Delete the fourteenth bullet from the top, which begins with "The bidder has not complied with the DBE...".

Delete the last bullet which begins with "Electronic Bids...".

00120.80 Reciprocal Preference for Oregon Resident Bidders – Replace this subsection, except for the subsection number and title, with the following:

No preference will be given to Oregon Resident Bidders.

00120.90 Disqualification of Bidders – Add the following to Subsection:

- The AGENCY finds that it is in the public interest to do so.

00120.95 Opportunity for Cooperative Arrangement – Is not applicable to this project.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications, supplemented and /or modified as follows:

00130.10 Award of Contract – Modify this Subsection as follows:

Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the AGENCY may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

Replace the bullet that begins "A satisfactory record of integrity..." with the following bullet:

- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the AGENCY may consider, among other things, whether the Bidder has previous criminal

convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.

Replace the third paragraph beginning with "The AGENCY will provide Notice of Intent to Award..." with the following:

The AGENCY will provide Notice of Intent to Award the Contract by letter, facsimile (fax) and/or electronically by e-mail.

00130.15 Right to Protest Award – Replace this subsection, except for the subsection number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the AGENCY a written protest of the AGENCY's intent to Award within three working days following the issuance of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

The AGENCY is not obligated to consider late protests.

00130.50 Execution of Contract and Bonds – In this subsection, replace "ODOT Procurement Office– Construction" with "MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT."

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications as applicable.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications, supplemented and /or modified as follows:

00150.00 Authority of the Engineer – Add this sentence to the beginning of this Subsection:

The AGENCY designates the following authority to the Engineer; the Engineer will act as an agent for MORROW COUNTY by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT.

00150.05 Cooperative Arrangements – Is not applicable to this project.

00150.30 Delivery of Notices – Add the following to this subsection:

Upon approval by the AGENCY, written notices may be submitted electronically by e-mail, provided that the sender requests receipt of said notice.

Notices sent via e-mail shall be considered delivered on the date that the sender receives the delivery confirmation from the receiver, and the original notice is sent by first class mail and received within five business days of the confirmation of the e-mail.

In such case as the sender does not receive conformation of e-mail delivery, the notice shall be deemed delivered five business days following the postmarked date.

00150.35 Plans and Working Drawings: Replace this subsection, except for the subsection number and title, with the following:

(a) Plans – The Plans will show details of lines, grades, and Typical Section of the Roadway, and locations and design details of Structures.

(b) Working Drawings – The Contractor shall supplement the AGENCY –prepared Plans with stamped or unstamped Working Drawings that show all information necessary to complete the Work. The applicable Section or Subsection of the Standard Specifications and/or Special Provisions will indicate the supplemental information required and whether the drawings are to be stamped or unstamped. Stamped and unstamped Working Drawings are defined as follows:

(1) Stamped Working Drawings – Working Drawings, calculations, and other data which are prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer’s signature, seal, and expiration date.

(2) Unstamped Working Drawings – Working Drawings, calculations, and other data that do not bear an engineering seal.

(c) Number and Size of Drawings – The Contractor shall submit two copies of Working Drawings (one copy if submitted electronically according to 00150.30). Submitted copies shall be clear and legible. Drawing dimensions shall 11 inches by 17 inches. One copy of the submitted Working Drawings will be returned to the Contractor after processing.

(d) Processing Working Drawings – The Engineer will process Working Drawings and include all comments on them as follows:

(1) Stamped Working Drawings – Stamped Working Drawings will be designated as "reviewed and accepted" by the Engineer.

(2) Unstamped Working Drawings – Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", "returned for correction", or "rejected" by the Engineer.

The Contractor shall not fabricate or construct any structural components until the Working Drawings are returned by the Engineer with written notation of approval or review, as applicable, of the Working Drawings.

The Engineer's processing of the Working Drawings does not amend any contractual obligations of the parties.

The Engineer will process and return Working Drawings within 10 Calendar Days after receipt by the Engineer. If the Engineer fails to return such drawings within this period of time, the Engineer will consider granting a Contract Time extension according to 00180.80.

00150.40 Cooperation and Superintendence by the Contractor – Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

Provide for the cooperation and superintendence on the Project by:

- Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
- Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
- Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.

- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.
 - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
 - Appointees shall be experienced in the types of Work being performed.
 - Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
 - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
 - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
 - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
 - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
 - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
 - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications as applicable.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications, supplemented and /or modified as follows:

00165.03 Testing by Agency – Replace this subsection, except for the subsection number and title, with the following:

It is not anticipated that the AGENCY will provide or perform any materials testing.

00165.04 Cost of Testing – Delete the first paragraph from this subsection of the "Standard Specifications".

00165.30 Field Tested Materials – Replace Subsection 00165.30 (c) with the following:

(c) Acceptance of Field Tested Materials – The Contractor's test results for field tested materials shall meet the requirements given in the appropriate Section of the Special Provisions and/or the Standard Specifications. No Statistical Analysis or Pay Factor will be used on this project.

The AGENCY reserves the right to verify the Contractor's test results. If the AGENCY's verification testing reveals that the Contractor's data is incorrect, the AGENCY may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional quality control testing or provide split samples to the AGENCY for additional

testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the AGENCY for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the AGENCY will pay the cost for the additional testing.

00165.35 Non field-Tested Materials – Modify this subsection as follows:

(d) Certification of Origin of Steel Materials – is not a requirement of this project.

00165.40 Statistical Analysis – Is not applicable to this project.

00165.50 Statistical Acceptance Sampling and Testing – is not applicable to this project.

00165.91 Fabrication Inspection Expense – Replace this subsection, except for the subsection number and title, with the following:

Inspection at the point of Fabrication or Manufacture of Fabricated Items such as Guard Rail components will not be conducted for this project. Strict conformance to 00165.35 shall be maintained for all items fabricated off site.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications, supplemented and /or modified as follows:

00170.70 Insurance Coverage – Replace this subsection, except for the subsection number and title, with the following:

(a) Insurance Coverage – The Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, the following insurance coverages:

- **Commercial General Liability** – Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to The AGENCY. This insurance shall include personal and advertising injury liability and products and completed operations coverage. Coverage may be written in combination with Commercial Automobile Liability. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000. The aggregate limit shall not be less than \$2,000,000. The policy shall be endorsed to state that the aggregate limit of liability shall apply separately to the Contract.

- **Commercial Automobile Liability** – Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than \$1,000,000. If this coverage is written in combination with Commercial General Liability, the aggregate limit for Commercial General Liability shall not be less than \$2,000,000 and the policy shall be endorsed to state that the aggregate limit of Commercial General Liability shall apply separately to the Contract.

(b) **Tail Coverage** – If any of the required liability insurance coverages of 00170.70(a) are on a “claims made” basis, “tail” coverage will be required at the completion of the Contract for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of “tail” coverage as described or continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of the Contract. If Continuous “claims made” coverage is used, the Contractor shall keep the coverage in effect for duration of not less than twenty four (24) months from the end of the Contract. This will be a condition of Final Acceptance.

(c) **Additional Insured** – The liability insurance coverages of 00170(a) shall include THE AGENCY, its governing body, board or commission and its members and the AGENCY’s officials, agents, employees and consultants. Also the following Additional Insured, but only with respect to the Contractor’s activities to be performed under the Contract:

- **FERGUSON SURVEYING AND ENGINEERING**

Coverage shall be primary and non-contributory with any other insurance and self-insurance.

(d) **Workers’ Compensation** – All employers, including the Contractor and the Subcontractors, if any that employ subject workers who are performing Work or providing labor or Materials under the Contract in the State shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers’ Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any work.

(e) Notice of Cancellation or Change – The Contractor shall not cancel, change materially, or take any action showing intent not to renew the insurance coverage(s) without thirty (30) days' advance written notice from the Contractor or its insurer(s) to THE AGENCY. Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to THE AGENCY, or other applicable political jurisdiction of AGENCY'S governing body (Commissioners, Officials and Agents), and FERGUSON SURVEYING AND ENGINEERING.

(f) Certificate(s) of Insurance – As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to THE AGENCY, prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all the parties who are Additional Insured. The Contractor shall obtain insurance coverages required under this Contract from insurance companies or entities acceptable to AGENCY and from those authorized to issue insurance in the State. The Contractor shall be responsible for paying all deductibles, self-insured retentions and /or self-insurance included under these provisions.

00170.72 Indemnity; Hold Harmless – Replace this subsection, except for the subsection number and title, with the following:

To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by AGENCY) and hold harmless AGENCY, the County's Authorized Representatives, FERGUSON SURVEYING AND ENGINEERING, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnities") from and against all liabilities, damages, losses, whatsoever which arise out of, resulting from or related to the following:

- Any damage, injury, loss, expense, inconvenience, or delay described in this Subsection;
- Any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time of the Work is fully completed in all respects;
- Any failure to the Contractor to observe or perform any duty of obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract;
- The negligent acts or omissions of the Contractor, a subcontractor, or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be

liable, regardless of whether or not such claim, damage and/or loss of expense is caused in part by a party indemnified hereunder;

- Any lien filed upon the project or bound claim in connection with the Work.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in the Subsection.

In claims against any person or entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the Subsection shall not be limited by limitation on amount or type of damages, compensation of benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Extend indemnity and hold harmless THE AGENCY and FERGUSON SURVEYING AND ENGINEERING, Consulting Engineers.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications, supplemented and /or modified as follows:

00180.41 Project Work Schedules – Replace this subsection, except for the subsection number and title, with the following:

Prior to or at the Preconstruction Conference, the Contractor shall submit a Project Work Schedule which meets the approval of the Engineer. At a minimum, the Schedule shall identify the fabrication of required items, required shop drawings, and expected delivery dates of items and materials, sequencing of activities and time required for prosecution of the work in each phase or item of work. The project work schedule shall enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities. The Project Work Schedule may be in bar graph or narrative format.

The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the

Engineer shall review Project events and any changes for their effect on the Project Work schedule.

The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The updated Project Work Schedule shall reflect the updated information. The Contractor shall submit four copies of the updated Project Work schedule to the Engineer within seven Calendar Days after the meeting.

The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

The Project Work Schedule shall also meet the requirements of Section 00220.02

00180.50 Contract Time to Complete Work: Replace this subsection, except for the subsection number and title, with the following:

(a) **General** – The time allowed to complete the work on this Project is forty five (45) calendar days.

(b) **Kinds of Contract Time** – The Contract time for this project will be counted in the number of calendar days from a specified beginning point to a point which all work on the project is completed.

(c) **Beginning of Contract Time** – Will commence on the date given on the NOTICE TO PROCEED.

(d) **Recording Contract Time** – Contract Time will be recorded and reported to the contractor on a weekly basis.

(e) Exclusions from Contract Time – Certain days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing work due to one of the following reasons, resulting in delay:

- Act of God or Nature;
- Court order enjoining prosecution of the work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid, cause a shutdown of the Project or one or more major operation. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a Materials supplier, or the AGENCY.
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.
- Work added to the Contract by Properly authorized Change Orders.

(f) Time Calculation Protest – If the Contractor disputes the accuracy of the statement of Contract Time charges, he/she shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within seven (7) calendar days of the date the Engineer delivered the statement of Contract Time. Failure to submit a formal written protest within the seven (7) calendar day period constitutes the Contractor's approval of the time charges itemized on the statement.

(g) End of Contract Time – When the Engineer determines that the work has been substantially completed; the Engineer will issue a Second Notification. Contract Time will stop at that point. Element of work and activities which may remain to be completed are:

- Final trimming and cleanup;
- Minor corrective work not involving additional payment;
- Equipment or Materials to be removed from the Project Site;
- Submittals, including without limitation, all required certifications, bills, forms, warranties, certificates of insurance coverage, and other documents, are required to be provided to the Engineer before the Third Notification will be issued.

All such elements of work and tasks to complete shall be listed in the Second Notification. The Contractor shall complete all tasks listed in the Second Notification within a time limit agreed on by the Contractor and the Engineer.

00180.85 Failure to Complete on Time; Liquidated Damages: Add the following to this subsection:

Liquidated Damages for this project for failure to complete the project within forty five (45) calendar days or an adjusted Contract Time will be \$500.00 per calendar day.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications, supplemented and /or modified as follows:

00190.00 Scope – Replace the first sentence of the lead-in paragraph, which begins “*The Engineer will measure*”, with the following:

Pay quantities for accepted work will be measured according to the United States standard measure unless otherwise provided in the Contract.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications, supplemented and /or modified as follows:

00195.10 Payment For Changes in Materials Costs – Is not applicable to this project.

00195.50 Progress Payments and Retained Amounts – Replace the appropriate subsections with the following subsections:

(b) Retainage – The amount to be retained from progress payments will be five percent (5%) of the total value of work accomplished for each progress payment period, and will be retained as specified in Subsection (c) below”.

(c) Forms of Retainage – Retainage will be deducted from the progress payments and held by the AGENCY until final payment is made in accordance with 00195.90. No other alternate will be considered for this project.

(d) Reduction of Retainage – There is no Reduction of Retainage for this project. Five percent (5%) of the value of the work accomplished will be retained until final payment is made in accordance with 00195.90.

SECTION 00196 – PAYMENT FOR EXTRA WORK

00196.10 Negotiated Price – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will determine a reasonable price estimate for the required extra work. As soon as practical, within ten (10) calendar days, the Contractor shall respond to the Engineer in writing.

If the Contractor agrees with the price determined by the Engineer, the Engineer will issue a Change Order and the work will proceed at that price.

If the Contractor does not agree to the price estimated by the Engineer, the Contractor shall submit to the Engineer a written justification for the price proposed by the Contractor. The Engineer and the Contractor shall then agree on a price which is based on one, the other or a combination of prices estimated by the Engineer and the Contractor. The Engineer will issue a Change Order and the work will proceed at the agreed upon price.

In either case above, the price of the extra work shall meet the approval of the AGENCY, and said approval shall be in writing on the face of the Change Order.

00196.20 Force Account – Replace this subsection, except for the subsection number and title, with the following:

Force Account work is not anticipated for this project. If it is found necessary it shall be carried out in accordance with Section 00197 of the “Standard Specifications”.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

NOTE: Force Account Work is not anticipated as an element of this project, however if required, the pertinent provisions of this Section shall govern any work performed under Force Account.

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications, supplemented and /or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The AGENCY intends to resolve claims at the lowest possible administrative level.

A claim may be settled, in full or in part, at any of the following steps of claim review:

(a) **Step 1: Engineer's Review** – Upon proper submittal of a claim as detailed in 00199.30, the Engineer will review the claim and advise the Contractor of the decision in writing. If the Engineer finds the claim has merit, and equitable adjustment will be offered. If the Engineer finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied in writing.

If the Contractor does not accept the Engineers decision, the Contractor may, within ten (10) calendar days, request the Engineer to arrange a review at Step 2, (b) below.

(b) **Step 2: AGENCY Review** – At the request of the Contractor, the Engineer shall present the claim to the AGENCY for review and discussion. The Engineer will promptly provide a written decision to the Contractor. If the Contractor does not accept the Step 2 decision, the Contractor may, within ten (10) calendar days, request the Engineer to arrange a review at Step, 3 (c) below.

(c) **Step 3: AGENCY Contract Review Board Review** – At the request of the Contractor, the Engineer shall present the claim to the AGENCY Contract Review Board. The "MORROW COUNTY Contract Review Board" will consist of the elected Judge and County Commissioners. The Engineer will serve as advisors to the Contract Review Board. A prompt, written response will be provided to the Contractor. If the Contractor does not accept the Step 3 decision, the Contractor may, within ten (10) calendar days, request through the Engineer that the claim be advance to Step 4 or 5, as applicable, (d) or (e) below.

(d) **Step 4: 1) Claims Less Than \$25,000 (Excluding Liquidated Damages, Interest, and Arbitration Cost)** – At this step the claim will be settled by binding arbitration before a single

arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association.

Arbitration filing costs and any arbitrator's fees will be divided equally between the AGENCY and the Contractor.

(e) Step 5: Litigation – This step applies to:

- Claims over \$25,000, which cannot be settled by binding arbitration;
- Appeals of arbitration awards issued in Step 4, above, according to ORS 36.300 through 36.365

Any suit or action arising out of this contract may be filed by either party only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within one (1) year of the date of "Second Notification" or within six (6) months of the date of any arbitration or AGENCY Review Board decision, whichever is later, and shall be filed in a court of competent jurisdiction.

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications, supplemented and /or modified as follows:

Measurement

00210.80 Measurement – No measurement of quantities will be made for work performed under this Section.

Payment

00210.90 Payment – Payment for mobilization will be made at the Contract lump sum amount for the item "Mobilization".

The amounts paid for mobilization in the Contract progress payment will be based on the percent of the original Contract amount that is earned from other Contract items, not including advances on materials, and as follows:

- When 5% is earned, either 50% of the amount for mobilization or 5% of the original Contract amount, whichever is the least.

- When 10% is earned, either 100% of mobilization or 10% of the original Contract amount, whichever is the least.
- When all work is completed, amount of mobilization exceeding 10% of the original Contract amount.

This schedule of mobilization progress payments will not limit or preclude progress payments otherwise provided by the Contract.

When the Contract Schedule of Items does not indicate payment for mobilization, no separate or additional payment will be made for mobilization. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications, supplemented and /or modified as follows:

00220.02 Public Safety and Convenience – Add the following bullet item to this Subsection

- The Contractor shall be responsible for public notifications through local news media at no cost to the AGENCY. The Contractor will also be responsible for informing local businesses impacted by this project of the work schedule.
- The Contractor shall, prior to the start of work, notify the Morrow County Public Works Department and all emergency services and supply them with the approved Traffic Control Plan and Construction Schedule. Street Closure schedules shall be submitted on a weekly basis, during normal business hours, on or before the Friday prior to the week the closures are to occur. Any approved changes or modifications made after the Friday submittal shall be communicated to the Morrow County Public Works Department and all emergency services immediately after such approval. All signs are to be in accordance with the “Uniform Traffic Control” manual.

Measurement

00220.80 Measurement – No measurement of quantities will be made for work performed under this Section.

Payment

00220.90 Payment – No separate or additional payment will be made for work performed under this Section, unless otherwise provided or pay items are provided under other Sections.

In addition, no payment will be made for costs incurred by the Contractor because of:

- Inconvenience, additional length of travel to conform to established traffic patterns and planned access features; or
- Compliance with laws governing traffic regulations and load limitations.

Costs anticipated because traffic will be using portions of the work will be included in the Contract prices for the various items of work involved.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications, supplemented and /or modified as follows:

Description

00225.13 Temporary Traffic Delineation – Replace subsection (f) with the following:

(f) **Pavements Markers:** Temporary pavement markers will be supplied and installed by the Agency.

Measurement

00225.80 Measurement – Replace the first sentence of this Subsection with the following:
Work covered under this Section will be measured using Method “A” – Unit Basis.

Payment

00225.90 Payment – Replace the first sentence that begins with “Work covered under this section....” with the following:

Work covered under this Section will be paid for using Method “A” – Unit Basis.

00225.91 Temporary Signs – Replace this subsection, except for the subsection number and title, with the following:

For this project, temporary movable signs associated with flagging operations and pilot car activities will not be measured and are considered incidental to flagging operations and pilot car activities.

00225.93 Temporary Traffic Delineation – Replace this subsection, except for the subsection number and title, with the following:

Temporary traffic delineation will not be measured and is considered incidental to project work to be performed.

00225.97 Flaggers and Flagger Station Lighting – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of flaggers will be paid for at the Contract unit price, per hour, for the item "Flaggers".

This item includes all necessary equipment, special apparel, flagging equipment, and two-way radios.

Workers performing flagging duties who are not properly equipped or attired will not be considered to be flaggers and will not be eligible for payment under this item.

Flaggers performing work other than flagging will not be considered flaggers and will not be eligible for payment under this item.

Payment for this item performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the work, payment for the additional work will be made according to 00195.20.

00225.99 Pilot Cars - The accepted quantities of pilot cars will be paid for at the Contract unit price, per hour for the item "Pilot Cars".

Payment will be payment in full for fully operated pilot cars, two-way radios, the "PILOT CAR FOLLOW ME" sign, and the rotating amber light or strobe light mounted on the pilot car.

Payment for item "Pilot Cars" performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the work, payment for the additional work will be made according to 00195.20.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications, supplemented and /or modified as follows:

00290.20(d) Hazardous Waste Management – In the paragraph that begins "In addition to current Laws..." replace the two bullets that begin "If the quantity of hazardous waste projected to be..." with the following three bullets:

- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265 Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
-
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.
-

00290.20(g) Spills and Releases – In the paragraph that begins "Obtain a response agreement...", replace the term "29 CFR 1920.120" with the term "29 CFR 1910.120".

Replace the lead-in paragraph that begins "In the event..." with the following lead-in paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

00290.30(a) Pollution Control Measures – Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) **Visual Turbidity Monitoring** – Perform visual turbidity monitoring each day when working in regulated work areas according to the following:

- Before beginning work, make in stream turbidity observation approximately 100 feet upstream and approximately 100 feet downstream of the in-water work area.
- Make additional in stream turbidity observations upstream and downstream at four hour intervals.
- If a turbidity plume is observed downstream at any four hour observation, implement in-water best management practices (BMP). If a turbidity plume is still observed at the next four hour observation, stop all in-water work and implement additional BMP. Resume in-water work activity when the turbidity plume dissipates and returns to upstream levels.

Measurement

00290.80 **Measurement** – No measurement of quantities will be made for work performed under this section.

Payment

00225.90 **Payment** – Replace this subsection, except for the subsection number and title, with the following:

No payment will be made for work performed under this section.

PART 00700 – WEARING SURFACES

SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications, supplemented and /or modified as follows:

Description

00730.00 Scope - This work consists of furnishing and placing emulsified asphalt on a prepared asphalt concrete, portland cement concrete, or other paved surface to ensure bond between lifts as specified.

Materials

00730.11 Emulsified Asphalt - Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, or HFMS-2 as selected by the Contractor.

Furnish emulsified asphalt meeting the requirements of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from the ODOT Pavement Services Engineer. The applicable specifications are those contained in the current publication on the date the Project is advertised. The materials may be conditionally accepted at the source or point of loading for transport to the Project.

Excessive delay in the use of the emulsified asphalt or excessive pumping of the emulsified asphalt may significantly reduce the viscosity and may make the material unsuitable for tack coat use. For this reason limit pumping between the bulk storage tank, hauling transportation, field storage tanks and distributor to an absolute minimum to maintain proper viscosity. Final acceptance of emulsified asphalt will be at the point of application.

Dilution of the tack coat material may be allowed to a maximum 1:1 ratio. Determine the proportion of water to be added to the emulsified asphalt. Do not dilute the emulsified asphalt until the Engineer approves the dilution ratio. Add the water to the emulsified asphalt and mix according to the asphalt supplier.

Equipment

00730.22 Asphalt Distributor - Provide an asphalt distributor designed, equipped, maintained and operated so the emulsified asphalt material may be applied uniformly at even heat. The distributor shall be capable of applying the asphalt on variable surface widths up to 16 feet, at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, and with uniform pressure. The variation allowed from any specified rate shall not exceed 0.02 gallons per square yard. Provide distributor equipment that includes a tachometer, pressure gauges, accurate volume measuring devices and a thermometer for measuring temperature of tank contents. Provide distributors equipped with a positive power unit for the asphalt pump, and full circulation spray bars adjustable both laterally and vertically. Set the bar height for triple lap coverage.

Construction

00730.40 Temperature Limitations - Apply tack coat only when the surface temperature in the shade is not less than the appropriate minimum surface temperature according to 00735.40, 00744.40, and 00745.40, as applicable.

00730.41 Traffic Control - Do not apply the tack to more than one-half the width of the travel way at one time. The remaining width shall remain open to traffic. Do not close the open lane until traffic controlled by pilot car is operating on the new surface.

00730.42 Preparation of Underlying Surfaces - Immediately before applying the tack coat, the surface to be tacked shall be clean and dry. Clean all loose material by brooming, flushing with water or other approved methods.

00730.44 Applying Tack Coat - Apply the emulsified asphalt with a pressure distributor conforming to 00730.22, unless otherwise allowed. Apply the emulsified asphalt to the

prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the emulsified asphalt temperature between 140 °F and 185 °F as recommended by the manufacturer. Application rates for tack coat diluted according to 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

Do not place hot mixed asphalt concrete pavement or emulsified asphalt concrete pavement on the tack coat until the emulsified asphalt separates from the water (breaks), but before it loses its tackiness.

Measurement

00730.80 Measurement - The quantities of emulsified asphalt cement used as tack will be measured on the weight basis.

Payment

00730.90 Payment - The accepted quantities of emulsified asphalt cement used as tack coat will be paid for at the Contract unit price, per ton, for the item "Emulsified Asphalt for Tack Coat".

Payment will be payment in full for furnishing, mixing with water, and placing the materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for water added to dilute the emulsified asphalt used as tack coat.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications, supplemented and /or modified as follows:

Description

00744.00 Scope – This work consists of constructing one course of Level 3, ½ Inch asphalt concrete mix (ACP), to a compacted thickness of 2", to the lines, grades and cross sections shown or established.

If a large paving project is running concurrently with this project, another mix level or density may be accepted by the Engineer.

Materials

00744.11(a) Asphalt Cement - Replace this subsection, except for the subsection number and title, with the following:

Use PG 64-28 or PG 70-28 asphalt on this Project, unless an alternative is approved by Engineer.

Measurement

00744.80 Measurement - The quantities of ACP will be measured on the weight basis

No deductions or additional payment will be made for asphalt cement, mineral filler, lime, anti-strip or any other additive used in the mixture.

Payment

00744.90 Payment - The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per ton, for the item "Level 3, 1/2 inch ACP"

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- Asphalt cement, mineral filler, lime and anti-stipping or other additives.

SECTION 00749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications, supplemented and /or modified as follows:

Description

00749.00 Scope - This work consists of furnishing and placing asphalt concrete in road approaches, street connections, driveways and mailbox turnouts as specified, or directed. These items in this Section will be collectively referred to as "structures".

This work does not include asphalt concrete construction on traffic lanes, auxiliary lanes, shoulders, median areas, tapers, widenings, parking areas, exit and entrance ramps, patching and leveling on similar areas.

00749.02 Limited Application - This Section applies only when separate pay items for the work appears in the Contract Schedule of Items according to 00749.91 and 00749.92, or when called for by the Special Provisions.

Materials

00749.11 Aggregate Base - Furnish aggregate base materials for base, foundation courses, leveling courses, and bedding meeting the requirements of Section 02630. If a designated size is not shown, or given, furnish either 1" - 0 or 3/4" - 0, as the Contractor elects.

00749.12 Asphalt Tack Coat - Furnish asphalt tack coat material meeting the requirements of Section 00730.

00749.13 Asphalt Concrete - Furnish ACP according to Section 00744. When conditions justify, the mixture may be varied, if approved. Acceptance will be based on testing the Engineer deems appropriate. Statistical analysis will not apply.

Equipment

00749.20 Equipment - Provide plant and equipment meeting the requirements of Section 00745.

Construction

00749.41 Earthwork - No earthwork is anticipated for this project.

00749.42 Foundations - No foundation work is anticipated for this project.

00749.43 Foundation Preparation - Make areas dry and free of unsuitable material before placing asphalt concrete.

Tack contact areas where asphalt concrete is to come in contact with previously placed Portland cement concrete, asphalt concrete, or bituminous surfaces according to Section 00730.

00749.44 Placing Asphalt Concrete - Place asphalt concrete according to 00744, as applicable.

The Engineer may allow small or special pavers, spreader boxes, or blade graders for placing asphalt concrete. Where allowed, the Engineer may allow mixture to be placed by hand methods.

Construct all structures within the following lines and grades:

- 1 inch of true line
- 0.04 foot of established surface grade, cross section and slope
- 0.04 foot of specified thickness

00749.45 Compacting Asphalt Concrete - Compact asphalt concrete according to the following or as directed:

- Compaction to a specified density will not be required, regardless of thickness. Perform breakdown and intermediate rolling until the entire surface has been compacted with at least four coverages by the rollers. Perform additional coverages, as directed, to obtain finish rolling of the ACP.
- Along curbs and walls, on walks, irregular areas, and other areas not practically accessible to rollers conforming to 00744.24 or 00745.24, compact the mixture with small, self-propelled rollers, mechanical tampers, hot hand tampers, or hand rollers. On depressed areas a trench roller may be used, or cleated compression strips may be used under the roller to transmit compression to the depressed area.

00749.46 Pavement Smoothness - Finish asphalt concrete to a uniform texture.

Test top surfaces with a 12 foot straightedge furnished and operated by the Contractor under the Engineer's direction. The surface shall not vary more than 1/4 inch from the straightedge except at grade changes.

Measurement

00749.80 Measurement - Work performed under this Section will be measured as described in 00749.81.

The quantities of structures will be measured according to the Unit Basis. Measurement will be the actual count of each location where the structure is constructed.

00749.81 Method "A" - Weight and Extras Basis - Under this method, asphalt concrete actually incorporated into the structure will be measured for payment according to 00744.80.

In addition, measurement will be made for extra costs of placing asphalt concrete in the structures if pay items are included in the Contract Schedule of Items.

Payment

00749.90 Payment - The accepted quantities of structures placed under this Section will be paid for at the Contract unit price, per each, for the item "Extra for Asphalt Approaches".

This item includes road approaches, street connections, alley approaches, driveways, guardrail flares, and mailbox turnouts.

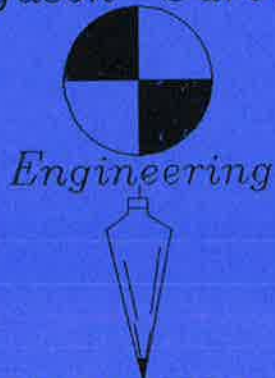
Payment will be payment in full for all extra or additional costs involved in placing asphalt concrete in the respective structures as specified. These costs are in addition to those which are included in the payment made for the asphalt concrete incorporated into the structures.

SECTION II

SCHEDULE OF ITEMS

**MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



SECTION II: SCHEDULE OF ITEMS

Payment for work done under this contract will be made at the unit prices listed on the inserted sheets which follow, which are the identical unit prices as submitted by the Contractor. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

DO NOT FILL IN THE SCHEDULE OF ITEMS FOR BIDDING.

SCHEDULE OF ITEMS **For** **MORROW COUNTY** **2017 PAVEMENT OVERLAY PROJECT** **MORROW COUNTY PUBLIC WORKS DEPARTMENT**

SCHEDULE A: West Main (Ione) & Ella Road

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1-210	Mobilization	Lump Sum	1	\$ <u>15,450.00</u>	\$ <u>15,450.00</u>
2-225	Temporary Protection and Direction of Traffic	Lump Sum	1	\$ <u>6,910.00</u>	\$ <u>6,910.00</u>
3-225	Flaggers	Hour	64	\$ <u>60.00</u>	\$ <u>3,840.00</u>
4-225	Pilot Cars	Hour	32	\$ <u>72.00</u>	\$ <u>2,304.00</u>
5-730	Emulsified Asphalt for Tack Coat	Ton	25	\$ <u>650.00</u>	\$ <u>16,250.00</u>
6-744	Level 3, 1/2" ACP	Ton	4835	\$ <u>78.49</u>	\$ <u>379,499.15</u>
7-749	Extra for Asphalt Approaches	Each	4	\$ <u>800.00</u>	\$ <u>3,200.00</u>
SCHEDULE A TOTAL					\$ <u>427,453.15</u>

**SCHEDULE B: Division Rd., Fourth St./Nevada St., Third St., Wyoming St.,
W. 8th Road & Patterson Ferry Rd.**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
8-210	Mobilization	Lump Sum	1	\$ <u>17,200.00</u>	\$ <u>17,200.00</u>
9-225	Temporary Protection and Direction of Traffic	Lump Sum	1	\$ <u>6,910.00</u>	\$ <u>6,910.00</u>
10-225	Flaggers	Hour	144	\$ <u>60.00</u>	\$ <u>8,640.00</u>
11-225	Pilot Cars	Hour	72	\$ <u>72.00</u>	\$ <u>5,184.00</u>
12-730	Emulsified Asphalt for Tack Coat	Ton	43	\$ <u>632.50</u>	\$ <u>27,197.00</u>
13-744	Level 3, 1/2" ACP	Ton	8500	\$ <u>72.79</u>	\$ <u>618,715.00</u>
14-749	Extra for Asphalt Approaches	Each	6	\$ <u>800.00</u>	\$ <u>4,800.00</u>

SCHEDULE B TOTAL \$ 688,646.50

TOTAL BID AMOUNT (Schedule A Total + Schedule B Total) \$ **1,116,099.65**

By signing below, I certify that the above **SCHEDULE OF ITEMS** contains the exact figures and totals as the bid submitted for this project.

By: Jayne L. Clarke
Signature

Company Name: **Pioneer Construction Inc.**

Print Name: JAYNE L. CLARKE

Mailing Address: P.O. 38
Pendleton, OR 97801

Title: President

Telephone: 541-276-7885

Oregon CCB No. 41934

SECTION III

CONTRACT

MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT MORROW COUNTY PUBLIC WORKS DEPARTMENT

Ferguson Surveying



Engineering



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



**CONTRACT
FOR
MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

THIS CONTRACT, made and entered into in duplicate, this 19 day of July, 2017 by and between MORROW COUNTY, by and through THE MORROW COUNTY PUBLIC WORKS DEPARTMENT, hereinafter called "Agency" and PIONEER ASPHALT INC., dba PIONEER CONSTRUCTION, INC., hereinafter called "Contractor".

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the Agency in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Agency, and according to such directions as may from time to time be made or given by the Engineer under the authority of the Agency.

That the applicable Plans, the applicable Standard Specifications, the Special Provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Agency. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, Standard Specifications, Special Provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer, to his satisfaction, the Agency agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable Standard Specifications or Special Provisions.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor agrees to indemnify and save harmless the Agency from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the Agency.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, based upon the proposal as specified by the Agency shall be sixty (60) calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, Liquidated Damages shall be paid at the rate as specified in Section 00180 of the Special Provisions part of the Contract.

MORROW COUNTY

By: _____
Melissa Lindsay, Chair
Morrow County Board of Commissioners

By: _____
Don Russell, Vice-Chair
Morrow County Board of Commissioners

By: _____
Jim Doherty, Commissioner
Morrow County Board of Commissioners

CONTRACTOR

By: Joseph Clark
Title: President

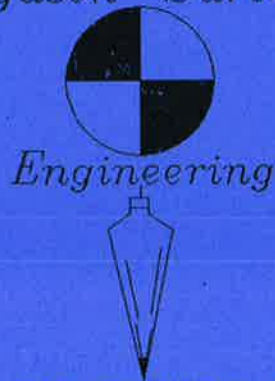
IN WITNESS WHEREOF, The parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

SECTION IV

CONSTRUCTION PERFORMANCE BOND

**MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



**CONSTRUCTION PERFORMANCE BOND
FOR
MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS: That we Pioneer Asphalt, Inc. dba Pioneer Construction, Inc, herein after called the **PRINCIPAL**, and Western Surety Company as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of One Million One Hundred Sixteen thousand Ninety Nine Dollars and Sixty Five Cents Dollars (\$ 1,116,099.65) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH

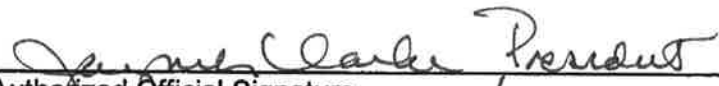
That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with **MORROW COUNTY**, by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT**, which contract, together with the applicable Plans, Standard Specifications, Special Provisions, and Schedule of Contract Prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which set out in said contract and all authorized modifications of the contract which increase the amount of the work and the amount of contract. Notices to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the **MORROW COUNTY**, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate the bond nor shall **MORROW COUNTY** be obligated for the payment thereof.

Witness our hands this 13th day of July, 2017

Principal Pioneer Asphalt, Inc. dba Pioneer Construction, Inc

By 
Authorized Official Signature


By _____
Authorized Official Signature

Principal _____

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Western Surety Company
Surety

By 
Attorney in Fact Kylee Evans
(A Power of Attorney for the Attorney in Fact must be attached to this bond)

By 
Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kay Hunkapillar, Flossie Louise Keeler, Karen Kay Gipson, April Joy Rabb, Kylee Evans,
Individually**

of Pendleton, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of April, 2017.



WESTERN SURETY COMPANY

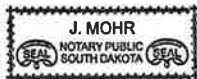
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of July, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

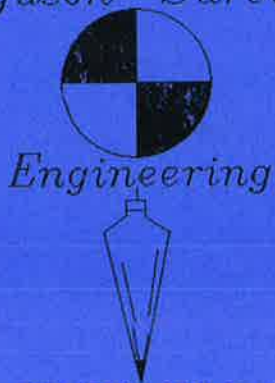
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION V

CONSTRUCTION PAYMENT BOND

**MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

Ferguson Surveying



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



**CONSTRUCTION PAYMENT BOND
FOR
MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS: That we Pioneer Asphalt, Inc. dba Pioneer Construction, Inc, herein after called the **PRINCIPAL**, and Western Surety Company as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of One Million One Hundred Sixteen Thousand Ninety Nine Dollars and Sixty Five Cents Dollars (\$ 1,116,099.65) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with **MORROW COUNTY**, by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT**, which contract, together with the applicable Plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which set out in said contract and authorized modifications of the contract which increase the amount of the work and the amount of contract. Notices to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay **MORROW COUNTY**, such damages as may accrue to the County under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall **MORROW COUNTY**, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 2017

Principal _____

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Principal _____

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Attorney in Fact
(A Power of Attorney for the Attorney in Fact must be attached to this bond)

By _____
Agent

**CONSTRUCTION PAYMENT BOND
FOR
MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS: That we _____, herein after called the **PRINCIPAL**, and _____ as surety, are jointly and severally held and bound unto **MORROW COUNTY** by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT** for the sum of One million, one hundred sixteen thousand, ninety nine dollars, sixty five cents (\$ 1,116,099.65) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with **MORROW COUNTY**, by and through the **MORROW COUNTY PUBLIC WORKS DEPARTMENT**, which contract, together with the applicable Plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which set out in said contract and authorized modifications of the contract which increase the amount of the work and the amount of contract. Notices to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay **MORROW COUNTY**, such damages as may accrue to the County under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall **MORROW COUNTY**, be obligated for the payment thereof.

Witness our hands this 13th day of July, 2017

Principal Pioneer Asphalt, Inc. dba Pioneer Construction, Inc

By Jayme H. Clark President
Authorized Official Signature

By _____
Authorized Official Signature

Principal _____

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Western Surety Company
Surety

By Kylee Evans
Attorney in Fact Kylee Evans
(A Power of Attorney for the Attorney in Fact must be attached to this bond)

By Hossein L. Keeler
Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kay Hunkapillar, Flossie Louise Keeler, Karen Kay Gipson, April Joy Rabb, Kylee Evans, Individually

of Pendleton, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of April, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of July, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

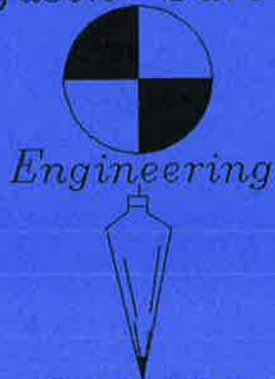
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION VI

CERTIFICATION OF WORKER'S COMPENSATION COVERAGE

MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



**MORROW COUNTY
2017 PAVEMENT OVERLAY PROJECT
MORROW COUNTY PUBLIC WORKS DEPARTMENT**

CERTIFICATION OF WORKERS COMPENSATION COVERAGE

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State accident Insurance Fund Corp. or other authorized insurer.)

Insurance Company Name SAIF

ID/Policy Number 524129

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the MORROW COUNTY of said cancellation or change and will obtain alternative coverage.

Dated July, 13th 2017

Gaynell Clache *President*
(Contractor's Signature)

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building:
Salem, OR 97310; Phone (503) 947-7810

***Certification of Workers
Compensation Coverage***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wheatland Insurance Center Inc PO Box 1127 229 SW First Pendleton OR 97801	CONTACT NAME: Kylee Evans PHONE (A/C, No, Ext): (541) 276-7441 E-MAIL ADDRESS: kylee@wici.net FAX (A/C, No): (541) 276-7688														
INSURED Pioneer Asphalt Inc, Pioneer Construction, Inc, Pendleton Ready Mix Inc., & Pioneer Ready Mix Inc. PO Box 38 Pendleton OR 97801-0038	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Ohio Security Insurance C</td><td>24082</td></tr><tr><td>INSURER B: American Fire and Casualty Co</td><td>24066</td></tr><tr><td>INSURER C: The Ohio Casualty Ins. Co.</td><td>24074</td></tr><tr><td>INSURER D: SAIF - Service Center</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance C	24082	INSURER B: American Fire and Casualty Co	24066	INSURER C: The Ohio Casualty Ins. Co.	24074	INSURER D: SAIF - Service Center		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ohio Security Insurance C	24082														
INSURER B: American Fire and Casualty Co	24066														
INSURER C: The Ohio Casualty Ins. Co.	24074														
INSURER D: SAIF - Service Center															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1741201581

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>			5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> Ltd Jobsite Pollution						MED EXP (Any one person) \$ 15,000	
	<input checked="" type="checkbox"/> WA Stop Gap						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							EMP BENEFITS \$ 1,000,000	
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>			5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR				5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						P-C ops Aggregate \$ 5,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A		10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	INSTALLATION FLOATER				5/1/20017	5/1/2018	INSTALLATION \$1,000,000	
							RENTED EQ \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: 2017 Pavement Overlay Project

Morrow County is an Additional Insured with respect to work performed by or on behalf of the Named Insured as specified by endorsement. Coverage shall be Primary and the Insurance maintained by the Additional Insured shall be Excess and Non-Contributory, per Endorsement #CG8810 04/13 & CA8810 1/13

CERTIFICATE HOLDER

Morrow County
PO Box 788
Heppner, OR 97836-0788

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kylee Evans/KE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE – BROADENED COVERAGE	10
GLASS REPAIR – WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II – LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

- d.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, “insured” does not include any organization that:

- (1)** Is a partnership or joint venture; or
- (2)** Is an insured under any other automobile policy; or
- (3)** Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e.** Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1)** If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A.** SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B.** SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. **ADDITIONAL CONDITIONS**

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. **SECTION V – DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to “loss” caused by collision to such covered “auto” of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the “auto” is designed to carry while it is:

- a. In the charge of an “insured”;
- b. Legally parked; and
- c. Unoccupied.

The “loss” must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered “auto” must exceed the deductible shown in the Declarations.

This provision does not apply to any “loss” if the covered “auto” is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the “employee” designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.**– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

SECTION VII

BOLI Prevailing Wage Rates

MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT MORROW COUNTY PUBLIC WORKS DEPARTMENT

Ferguson Surveying



Engineering



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



The Prevailing Wage Rates for this project, effective January 1, 2017, amended April 1, 2017 are available at The Oregon Bureau of Labor and Industries web site:

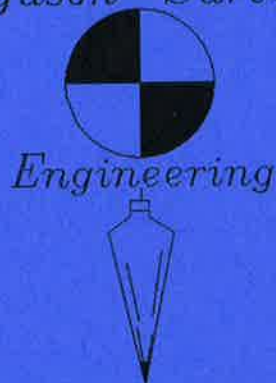
<http://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications-2017.aspx>

or by contacting The Oregon Bureau of Labor and Industries, 800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766.

SECTION VIII

PROJECT PLANS for MORROW COUNTY 2017 PAVEMENT OVERLAY PROJECT MORROW COUNTY PUBLIC WORKS DEPARTMENT

Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541)932-4520
FAX (541)932-4430
EMAIL dfse@oretelco.net



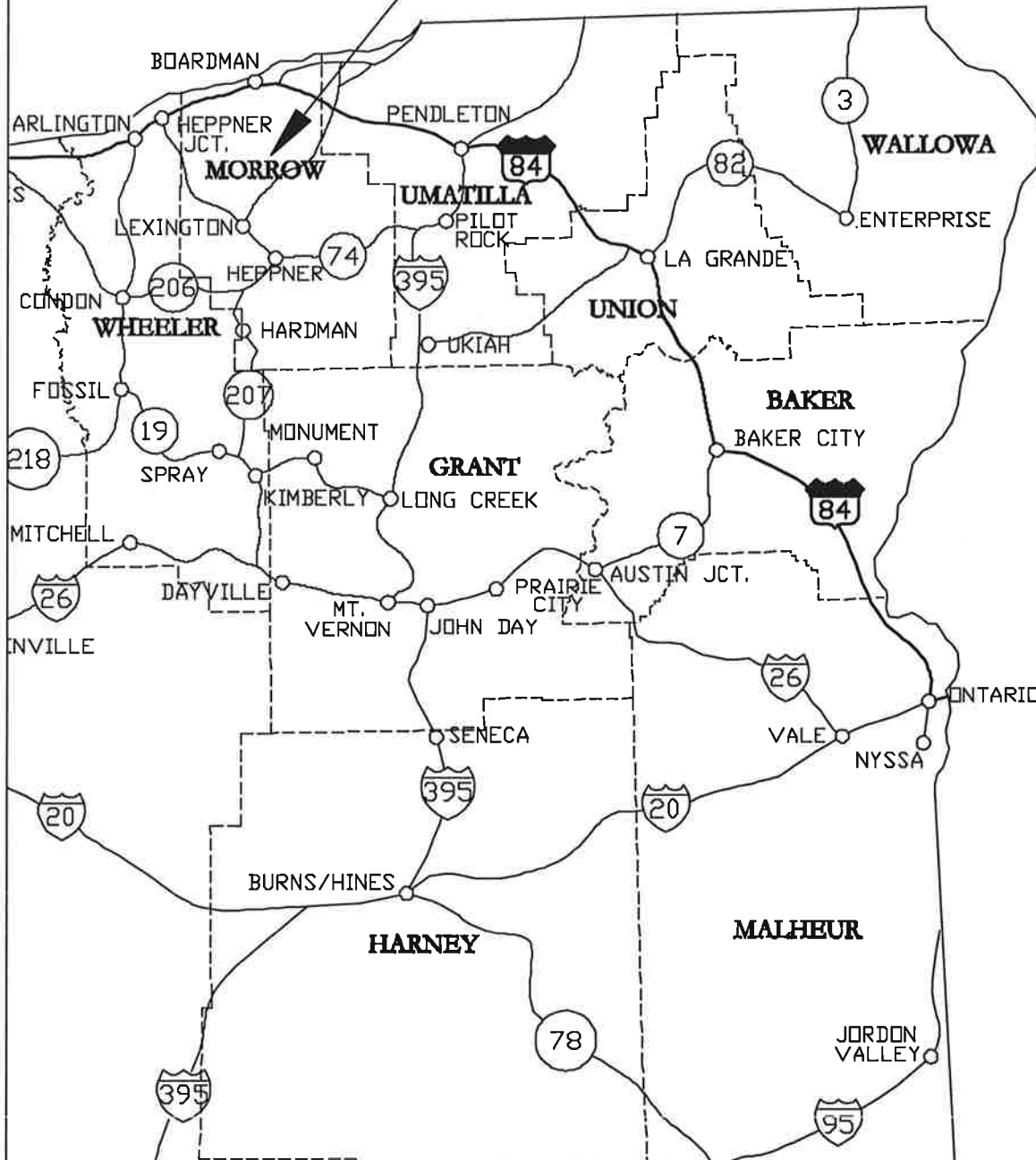
LOCATION MAP

Not to Scale

PROJECT
LOCATION

INDEX

- Sheet 1 - Location Map & Index
- Sheet 2 - Vicinity Map
- Sheet 3 - Vicinity Map, Irrigon
- Sheet 4 - Typical Sections



Ferguson Surveying
Engineering

P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541) 932-4520
EMAIL dfse@oretelco.net

2017 PAVEMENT OVERLAY PROJECT

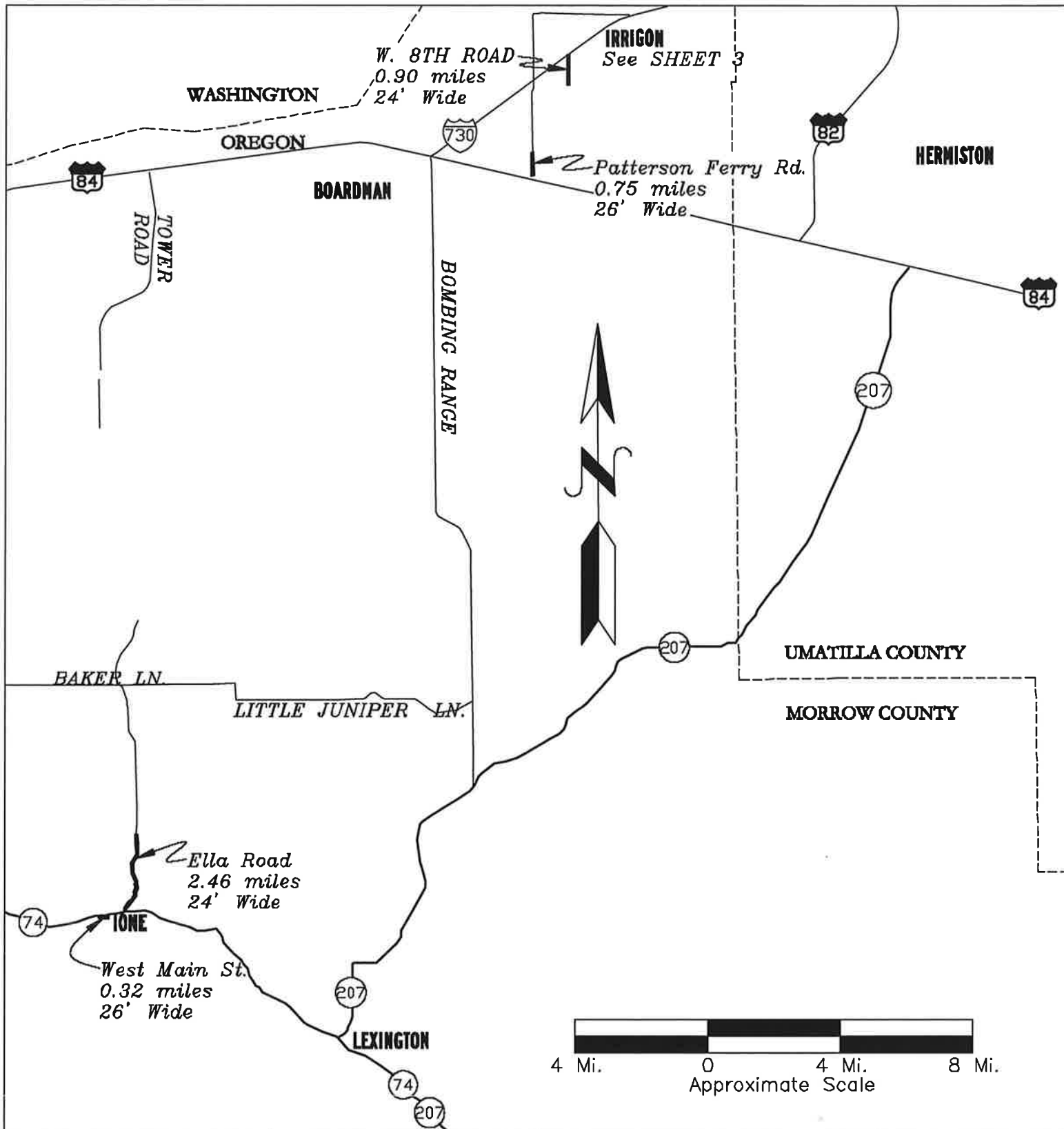
MORROW COUNTY PUBLIC WORKS
365 Hwy. 74, Lexington, Oregon 97839

DRAWN BY: *Kenny Delano*
DATE: 6/06/2017

ISSUE: *Bidding* DATE: 6/05/2017

Location Map
& Index

Sheet 1 of 4



REGISTERED PROFESSIONAL
ENGINEER
7079
OREGON
JULY 16, 1977
DOUGLAS M. FERGUSON

RENEWS: 1/1/2018

Ferguson Surveying
Engineering

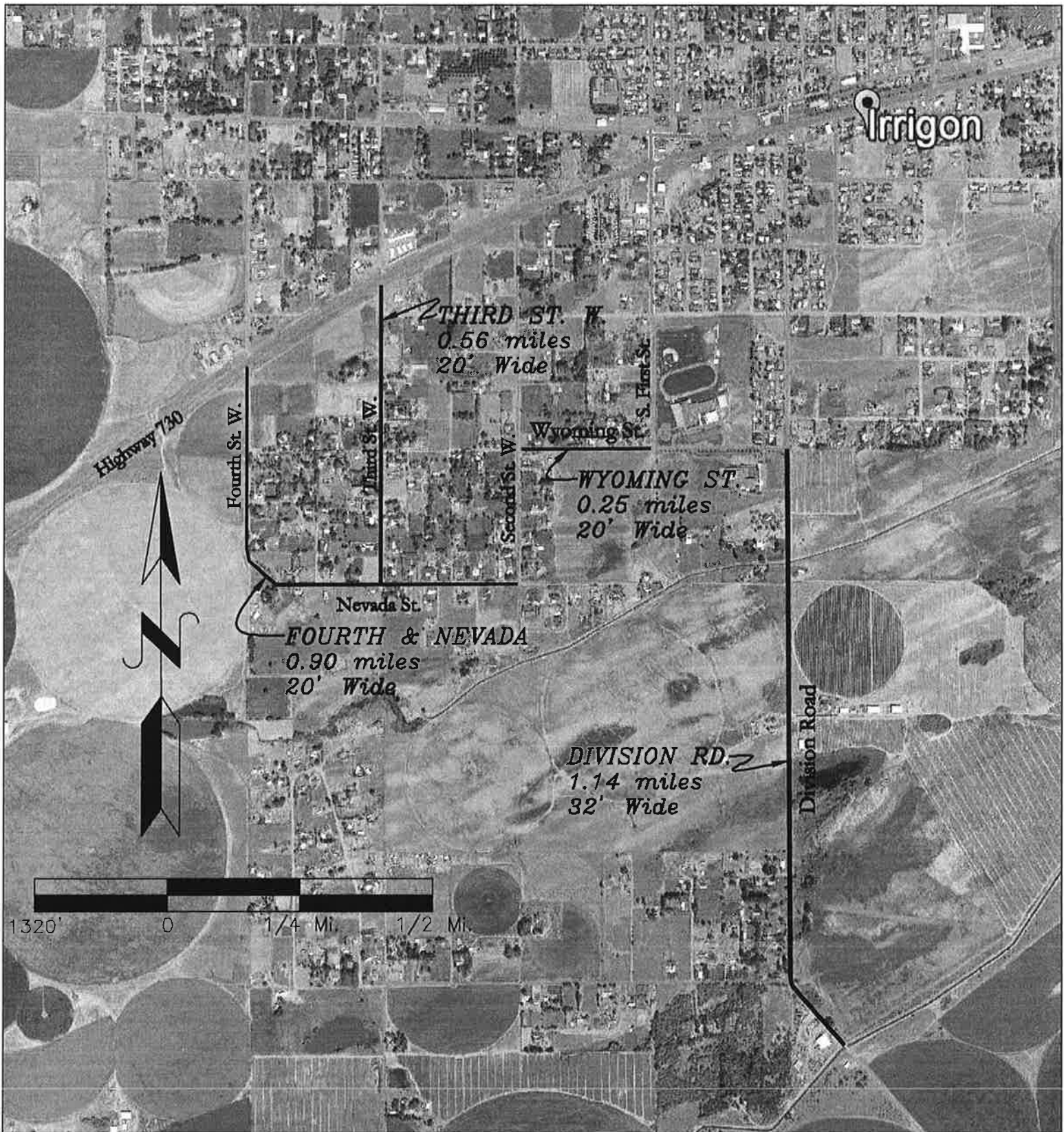
P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541) 938-4520
EMAIL dfse@oretelco.net

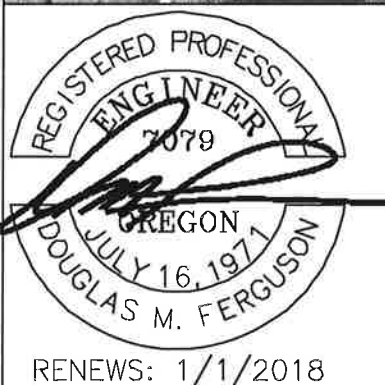
2017 PAVEMENT OVERLAY PROJECT

MORROW COUNTY PUBLIC WORKS
365 Hwy. 74, Lexington, Oregon 97839

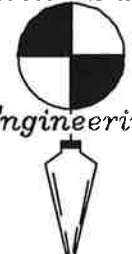
DRAWN BY: <i>Kenny Delano</i>	<h3>Vicinity Map</h3>
DATE: 6/05/2017	
ISSUE: <i>Bidding</i> DATE: 6/05/2017	

Sheet 2 of 4



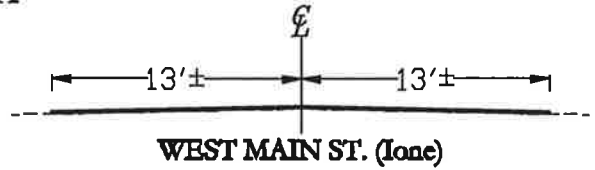
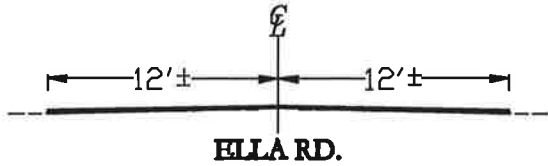


 RENEWS: 1/1/2018

Ferguson Surveying

 Engineering
 P.O. BOX 619, 210 E. MAIN
 MT. VERNON, OR 97865
 PHONE (541) 932-4520
 EMAIL djse@oretelco.net

<h2>2017 PAVEMENT OVERLAY PROJECT</h2>	
MORROW COUNTY PUBLIC WORKS 365 Hwy. 74, Lexington, Oregon 97839	
DRAWN BY: <i>Kenny Delano</i> DATE: <i>6/06/2017</i>	Vicinity Map - Irrigon Sheet 3 of 4
ISSUE: <i>Bidding</i> DATE: <i>6/06/2017</i>	

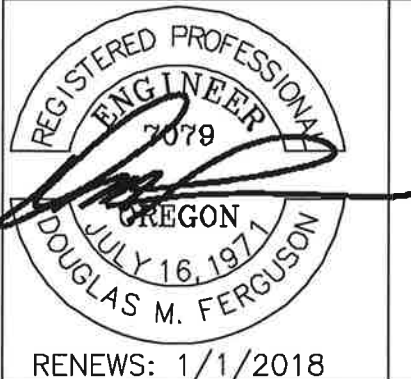
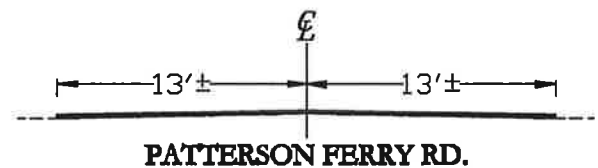
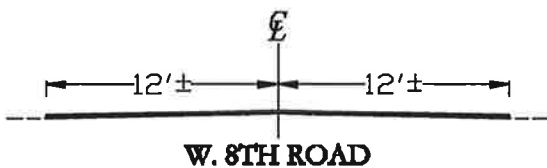
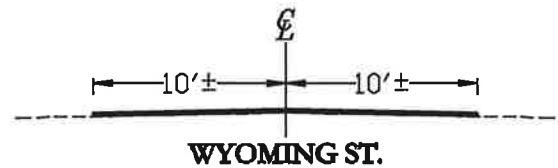
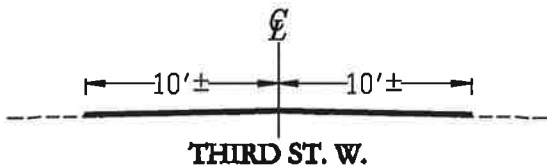
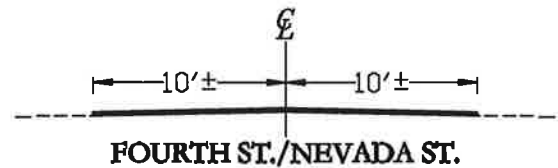
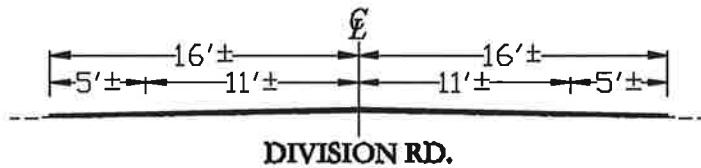
SCHEDULE A



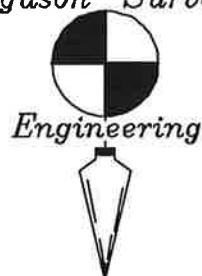
NOTES:

- 1) 2" compacted thickness
ACP overlay, all sections
- 2) Contractor shall sweep all
roads/streets prior to
applying tack coat.

SCHEDULE B



Ferguson Surveying



P.O. BOX 519, 210 E. MAIN
MT. VERNON, OR 97865
PHONE (541) 932-4520
EMAIL djs@oretelco.net

2017 PAVEMENT OVERLAY PROJECT

MORROW COUNTY PUBLIC WORKS
365 Hwy. 74, Lexington, Oregon 97839

DRAWN BY: *Kenny Delano*
DATE: 6/19/2017

ISSUE: DATE:
Bidding 6/05/2017
Addendum #1 6/19/2017

Typical Sections

Sheet 4 of 4



100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: ggutierrez@co.morrow.or.us

7a
TREASURER

Gayle L. Gutierrez

August 2, 2017

To: Morrow County Board of Commissioners
From: Gayle L. Gutierrez, Morrow County Treasurer
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The average interest rate for the Local Government Investment Pool is 1.3050% for June.

The interest rate for the Bank of Eastern Oregon is .05% for May.

The interest rate for Community Bank is .02% for May.

Outstanding checks as of June 30, 2017 total is \$271,594.26.

The status of my investment policy is that it has been delayed until the September meeting of the Oregon Short Term Fund Board. Due to a family emergency I was unable to go through the suggested changes to the policy from Treasury in the manner that I would like.

I submitted a Cash Handling Policy to the Finance Director in early June. We are planning on meeting to go through the policy at the earliest convenience of the Finance Director.

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	7,394,268.18 (	295,708.01)	7,098,560.17
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,384.80	18.51	17,403.31
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	464,858.73	494.82	465,353.55
202-100-1-10-1500		ROAD FC W/TREASURER	973,843.94	281,268.04	1,255,111.98
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	71,805.86 (	59,976.79)	11,829.07
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	20,436.71 (	579.68)	19,857.03
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	33,525.91 (	1,444.94)	32,080.97
207-100-1-10-1500		911 FC W/TREASURER	91,510.77 (	29,364.11)	62,146.66
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	215,359.91	1,274.75	216,634.66
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	557,175.07 (	505,993.44)	51,181.63
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	1,089.79 (	1,025.58)	64.21
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	106.11 (	99.85)	6.26
214-100-1-10-1500		FAIR FC W/TREASURER	112,148.58 (	9,266.99)	102,881.59
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	49,308.63	3,804.48	53,113.11
216-100-1-10-1500		STF FC W/TREASURER	46,322.03 (	2,341.15)	43,980.88
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	50,063.12	3,805.29	53,868.41
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	22,785.85 (	475.96)	22,309.89
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	52,415.36 (	2,445.01)	49,970.35
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	13,900.80	4,645.13	18,545.93
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	218.83	0.23	219.06
223-100-1-10-1500		CAMI GRANT FC W/TREAS	24,709.07 (	186.14)	24,522.93
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,020.08	5.34	5,025.42
225-100-1-10-1500		STF VEHICLE FC W/TREAS	136,302.47	145.09	136,447.56
226-100-1-10-1500		FAIR ROOF FC W/TREAS	15,487.32	2,017.34	17,504.66
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	(5,768.69)	47,000.00	41,231.31
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	17,322.88 (	1,214.34)	16,108.54
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	25,917.31	27.59	25,944.90
230-100-1-10-1500		RODEO FC W/TREAS	45,898.14	48.86	45,947.00
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	62,551.67	2,677.55	65,229.22
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	15,503.99	151.57	15,655.56
234-100-1-10-1500		DUII IMPACT FC W/TREAS	25,081.12	1,027.06	26,108.18
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	530.73	5,002.69	5,533.42
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	487,574.91	519.00	488,093.91
238-100-1-10-1500		PARK FC W/TREAS	278,577.51 (	49,948.38)	228,629.13
240-100-1-10-1500		EQUITY FC W/TREAS	95,693.53	101.86	95,795.39
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	189,287.14	12,349.44	201,636.58
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	812.59	0.86	813.45
245-100-1-10-1500		WPF FC W/TREASURER	17,257.73	0.00	17,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	59,775.35	63.63	59,838.98
322-100-1-10-1500		COURT SECURITY FC W/TREAS	143,306.96	1,154.26	144,461.22
500-100-1-10-1500		ECHO WINDS FC W/TREAS	474.80	0.51	475.31
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	297,594.33	316.77	297,911.10
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	2,824.95	27,972.76	30,797.71
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	4,260.43	4.53	4,264.96
510-100-1-10-1500		P & P FC W/TREAS	281,690.98 (	32,538.41)	249,152.57
514-100-1-10-1500		IONE SD B & I FC W/TREAS	9,933.01 (	9,438.02)	494.99

MORROW COUNTY, OREGON
 POOLED CASH REPORT (FUND 999)
 AS OF: JUNE 30TH, 2017

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		2,033.78 (	1,914.04)	119.74
516-100-1-10-1500	RADIO DIST FC W/TREAS		14,919.05 (	14,050.88)	868.17
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		1,424.93 (	1,350.31)	74.62
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		82,918.94 (	78,257.02)	4,661.92
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.03	0.00	0.03
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		17,968.70 (	16,838.29)	1,130.41
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		9,559.04 (	8,995.41)	563.63
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		1,948.18	36.56	1,984.74
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		228.18 (	215.34)	12.84
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		2,674.28	35.19	2,709.47
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		7,587.18 (	7,157.61)	429.57
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		69,834.27 (	65,527.69)	4,306.58
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		14,999.71 (	14,073.20)	926.51
633-100-1-10-1500	CITY OF IONE FC W/TREAS		2,454.55 (	2,305.19)	149.36
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		7,626.89 (	7,160.86)	466.03
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		1,510.91 (	1,418.52)	92.39
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		51,157.27 (	48,258.99)	2,898.28
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		2,363.02 (	2,219.00)	144.02
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		4,428.48 (	4,158.11)	270.37
640-100-1-10-1500	IONE RFPD FC W/TREAS		443,753.33 (	2,290.90)	441,462.43
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		109.28	0.40	109.68
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		847.93 (	796.72)	51.21
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		1,970.48 (	1,849.72)	120.76
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		87,291.97 (	3,752.49)	83,539.48
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		785.98 (	737.68)	48.30
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		7,245.55 (	6,887.83)	357.72
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		8,958.02 (	8,416.98)	541.04
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		3,125.34 (	2,932.36)	192.98
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		20,657.09 (	19,533.96)	1,123.13
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		307,302.52	2,648.52	309,951.04
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		363.15 (	342.99)	20.16
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		333,888.37 (	314,172.43)	19,715.94
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		248,600.44	2,508.21	251,108.65
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		53,638.51 (	50,527.01)	3,111.50
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.44	0.01	13.45
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		25,657.25	0.00	25,657.25
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		13,091.09	13.93	13,105.02
658-100-1-10-1500	BMCC FC W/TREASURER		57,601.52 (	54,260.13)	3,341.39
659-100-1-10-1500	BMCC B & I FC W/TREASURER		18,674.15 (	17,590.89)	1,083.26
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		19,043.66 (	17,933.28)	1,110.38
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		2,069.47 (	1,961.98)	107.49
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		19,057.89 (	17,939.36)	1,118.53
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		8,456.58 (	7,953.97)	502.61
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00
668-100-1-10-1500	TAX APPEALS FC W/TREAS		0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS		10,233.81	10.89	10,244.70
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		876.55	0.93	877.48
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS		0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS		0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS		0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS		0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS		1,079.16	1.15	1,080.31
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS		152,861.03	10,165.91	163,026.94
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS		0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T		0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS		11,514.64	4,626.40	16,141.04
682-100-1-10-1500	STATE FIRE FC W/TREAS		0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS		1,787.71	6.19	1,793.90
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE		1,181,772.21	1,257.93	1,183,030.14
685-100-1-10-1500	STATE HOUSING FC W/TREAS		5,709.77	2,627.33	8,337.10
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS		35,476.60	37.76	35,514.36
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS		0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS		34,358.98	32,655.39	1,703.59
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND		1,331.39	1,270.67	60.72
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS		1,983.65	1,893.18	90.47
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS		0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS		0.00	17,571.15	17,571.15
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS		0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS		0.00	0.00	0.00
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS		0.00	0.00	0.00
TOTAL CLAIM ON CASH			15,909,133.11	(1,404,200.76)	14,504,932.35
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	517,672.16	(220,055.20)	297,616.96
999-100-1-10-1502	PAYROLL BEO	11,581.58	1.14	11,582.72
999-100-1-10-1503	STATE TREASURY POOL	15,379,352.90	(1,184,146.70)	14,195,206.20
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.12	0.00	100.12
SUBTOTAL CASH IN BANK - POOLED CASH		15,908,706.76	(1,404,200.76)	14,504,506.00

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	141,420.38	141,420.38
SUBTOTAL WAGES PAYABLE		0.00	141,420.38	141,420.38

TOTAL CASH IN BANK - POOLED CASH		15,908,706.76	(1,545,621.14)	14,363,085.62
		=====	=====	=====



Finance

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

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

TO: Board of Commissioners
Interested Parties

FROM: Kate Knop, Finance Director

DATE: August 2, 2017

RE: Fourth Quarter, Finance Department Report

Please accept my Finance Director Quarterly Report for April – June, 2017. During the past quarter, my efforts have been devoted to the FY 2017-2018 budget preparation and adoption, quarterly reporting, year-end preparation, and department supervision.

- Saif Audit. The Finance Department received the *saif* premium audit results from fiscal year 2015-2016. The audit had taken place on August 19, 2016 and the results were received on March 24, 2017. Morrow County received a premium audit adjustment in the amount of <\$13,568.70>. The adjustment was primarily due to changes in work comp codes, misclassified codes, and an overstatement of volunteer hours.
 - Morrow County received notice on June 30, 2017 of selection for a review of payroll records for July 1, 2016 through July 1, 2017. The selection was based on the premium audit findings in excess of 10% of the premium.
- Budget FY 2017-2018. The Morrow County budget was adopted on June 28, 2017 in the amount of \$36,144,984. The Form LB-50 "Notice of Property Tax and Certification of Intent to Impose a Tax, Fee, Assessment or Charge on Property" was delivered to the County Assessor on July 6, 2017 and a complete copy of the budget will be delivered to the County Clerk prior to September 30, 2017. The budget documents are posted on the Morrow County website under the Finance page.
- Morrow County Retirement Trust
 - Processed monthly retirement tax withholding payments.
 - Assisted 19 retirees/employees with one time distributions and or changes.
 - Implemented annual 2% COLA increase effective on July 1, 2017. The monthly distribution increased from \$81,061 on July 1, 2016 to \$92,788 on July 1, 2017. (The change includes new retirees.)
- Morrow County Single Audit for Fiscal Year 2016. The Oregon Health Authority reviewed the Morrow County "Single Audit Report" prepared by Barnett & Morrow P.C. and noted no federal audit findings that would require contributing agencies to issue a management decision.
- Payroll.
 - Revised FY 2017-2018 COLA's and pay scales.
 - Input adopted budget payroll changes.
 - Provide support to HR as needed.

- Accounts Payable
 - Weekly Invoice Submission Date Change
 - Moved to Thursday at noon.
 - Weekly AP Claims Register moved distribution to Monday
 - Fixed Asset Reconciliation
 - Sheriff's Office - complete
 - Planning Office - complete
 - Public Works – in process
 - Petty Cash – Year End Counts
- Independent Auditor Visit – July 25-26, 2017
 - Barnett & Moro P.C. was onsite for two days conducting preliminary audit work for FY 2016-2017. They took samples from payroll, accounts payable, and cash receipts (Treasurer and Tax office).
 - The next visit will be September 25-29, 2017.
- Quarterly Reports.
 - Morrow County and Trust quarterly payroll reports for the Department of the Treasury and four states including: Oregon, Montana, Idaho, and Indiana.
 - Veteran's Report
 - Victim/Witness Assistance & Cami Report
 - State of Oregon Lodging Tax
- Moving Forward.
 - Policy Updates
 - Cash Handling – soon
 - Procurement & Claims Policy – 1st Quarter FY 2017-2018
 - Visa Card Policy – (Revision) 1st Quarter FY 2017-2018
 - Payroll
 - Novatime update to include vacation and sick leave accruals.
 - Appointment of County Auditor/Accountant
 - Currently reviewing ORS 210 "County Accountant" to determine new job duties and evaluate the impact, if any, to the department.
 - FY 2016-2017 year-end close.
 - AP's posted by August 31, 2017
 - AR's posted by September 30, 2017
 - Trial Balance reconciliation(s)
 - Payroll and vacation accrual
 - Fixed Asset reconciliation
 - FY 2017-2018
 - Implement new budget after year-end close (September 30, 2017)



111 SW Fifth Avenue
Suite 3700
Portland, OR 97204
USA

Tel +1 503 227 0634
Fax +1 503 227 7956

milliman.com

June 2, 2017

Ms. Brenda Dalebroux
McGee Wealth Management, Inc.
12455 S.W. 68th Avenue
Portland, Oregon 97223

**Re: Morrow County Retirement Plan
Pension Plan Cost-Of-Living Increases**

Dear Brenda:

Enclosed is an exhibit showing the cost-of-living increases effective July 1, 2017 for retired participants of the Morrow County Retirement Plan being paid by McGee Wealth Management.

Under Article VI of the Plan, each July 1 monthly benefits that have been in pay status since at least the prior July will be increased by a cost-of-living adjustment (COLA) factor. The COLA is based on the percentage change in the Consumer Price Index (CPI), but may not be greater than 2.00%. The Consumer Price Index (CPI) increased 2.14% from 2015 to 2016, so all participants who retired on or before July 1, 2016 should receive a 2.00% cost-of-living adjustment (COLA) on eligible benefits. Please note the following:

- You should review the amounts labeled "Paid by McGee 7/1/2016" to make sure they match the monthly benefits currently being paid from the Trust. Please tell us if you find any discrepancies so we can determine if our calculations need to be revised.
- The amounts shown on the enclosed exhibit exclude any \$60 per month supplemental benefit payments that are being made, but include the voluntary annuity amounts being paid to Mr. Close and Ms. Proctor.
- If any of the participants shown have died or stopped payment, please let us know so we can review the impact, if any, on the enclosed information.

Please call if you have any questions.

Sincerely,


Brent J. Langland, ASA, EA, MAAA
Consulting Actuary

BJL:spa
encl.

cc: Ms. Katherine Knop



FISCAL AND OPERATIONS DIVISION
Medicaid Provider Audit Unit

Kate Brown, Governor

Oregon
Health
Authority

3406 Cherry Avenue NE
Salem, Oregon 97303-4924
Voice: 503-378-5374
Fax: 503-378-2577
Bambi.S.Greene@state.or.us

July 26, 2017

Morrow County
Po Box 867
Heppner, OR 97838

Subject: Morrow County Single Audit (2 CFR §200.331) for Fiscal year 2016

Dear Board Members:

The Statewide Accounting and Reporting Services Chief Financial Office of Administrative Services have assigned the Department of Human Services/Oregon Health Authority to be the audit agency for Morrow County for fiscal year ended June 30, 2016. An audit agency is required to ensure that a sub-recipient local government has met the Single Audit requirements of §200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200, as applicable, and Oregon Accounting Manual Policy No. 30.40.00. The audit agency's review is done on behalf of all Oregon State agencies that pass through Federal Awards to the sub-recipient local government during the year.

We have reviewed Morrow County "The Single Audit Report" prepared by Barnett & Moro P.C. and note no federal audit findings that would require contributing agencies to issue a management decision.

Thank you for your cooperation in this matter. Please contact me if you have any questions.

Sincerely,

Bambi Greene, Governmental Auditor

CC: Dept of Administrative Services (Dana Keller; Mini Fernandez) Dept of Justice (Deborah Martin) Dept of Veterans Affairs (Carol Clevenberg; Aaron Hunter) Dept of Energy (Li Deng) OR Health Authority (Tom Allen) Dept of Agriculture (Robert Laux) OR Dept of Transportation (Scott Smyth)
Barnett & Moro P.C.
Katherine Knop, Finance Director



FISCAL AND OPERATIONS DIVISION
Medicaid Provider Audit Unit

Kate Brown, Governor

Oregon
Health
Authority

3406 Cherry Avenue NE
Salem, Oregon 97303-4924
Voice: 503-378-5374
Fax: 503-378-2577
Bambi.S.Greene@state.or.us

Date: July 26, 2017

To: Statewide Accounting and Reporting Services
Chief Financial Office
Department of Administrative Services

Subject: Pass-through agency's review of subrecipient single audit (2 CFR §200.331)

Morrow County
Fiscal Year 2016

We have reviewed the single audit reports of the ***Morrow County*** for the fiscal year ended ***June 30, 2016***. We performed our review in accordance with the requirements of §200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200, as applicable, and Oregon Accounting Manual Policy No. 30.40.00.

The subrecipient had no federal program audit findings that require contributing agencies to issue a management decision.

Bambi Greene, Governmental Auditor

CC: Dept of Administrative Services (Dana Keller; Mini Fernandez) Dept of Justice (Deborah Martin) Dept of Veterans Affairs (Carol Clevenberg; Aaron Hunter) Dept of Energy (Li Deng) OR Health Authority (Tom Allen) Dept of Agriculture (Roberta Laux) OR Dept of Transportation (Scott Smyth)
Barnett & Moro P.C.
Katherine Knop, Finance Director



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

Item #

7d

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

Staff Contact: Mike Gorman
5607

Phone Number (Ext):

Department: Assessment & Tax Office

Requested Agenda Date: Aug 2, 2017

Person Attending BOC Meeting (Required): MikeGorman

Short Title of Agenda Item: Quarterly Report

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"/> Discussion Only |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Department Report |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other: |

☐ N/A

For Contracts and Agreements Only

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

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

If Yes, Attach Purchase Pre-Authorization Request if Applicable

Reviewed By:

MG

Department Head

Required for all BOC meetings

DATE

JS/28

7-31-17

Admin. Officer/BOC Office

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

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

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 3 of 3)

-
1. TITLE OF AGENDA ITEM: Quarterly Report, GASB 77, 2016-17 Tax Collections, 2017 Foreclosure
 2. ISSUES, BACKGROUND, AND DISCUSSION:
 3. OPTIONS:
 4. FISCAL IMPACT: None
 5. STAFF RECOMMENDATIONS:
 6. SUGGESTED ACTION(S) / MOTION(S):

- Attach additional background documentation as needed.

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

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

2016-17 GASB 77 Declarations

Taxing District	EZ Abated Taxes	SIP Abated Taxes	Total	EZ Monies Rcvd	SIP Monies Rcvd	Total
101 Morrow County	\$6,353,943.49	\$1,198,149.23	\$7,552,092.72	\$704,750.32	\$1,476,077.67	\$2,180,827.99
514 Ione School District Bonds	\$0.00	\$285,574.79	\$285,574.79	\$0.00	\$48,718.08	\$48,718.08
515 Boardman Urban Renewal Agency	\$21,606.88	\$0.00	\$21,606.88	\$0.00	\$0.00	\$0.00
516 Umatilla Morrow Radio & Data District	\$261,266.91	\$49,262.43	\$310,529.34	\$0.00	\$5,976.80	\$5,976.80
519 West Boardman Urban Renewal Area	\$15,307.08	\$0.00	\$15,307.08	\$0.00	\$0.00	\$0.00
617 Health District	\$929,743.58	\$175,316.30	\$1,105,059.88	\$0.00	\$52,756.27	\$52,756.27
618 Health District Local Option	\$531,133.76	\$113,013.81	\$644,147.57	\$0.00	\$13,711.55	\$13,711.55
625 Boardman Parks Bond	\$995,110.84	\$0.00	\$995,110.84	\$353,922.83	\$0.00	\$353,922.83
630 Port of Morrow	\$129,257.36	\$24,370.42	\$153,627.78	\$0.00	\$5,618.01	\$5,618.01
631 City of Boardman	\$928,363.19	\$0.00	\$928,363.19	\$0.00	\$0.00	\$0.00
636 Boardman RFD	\$1,147,016.70	\$20,035.62	\$1,167,052.32	\$0.00	\$16,380.36	\$16,380.36
640 Ione RFD	\$0.00	\$194,178.24	\$194,178.24	\$0.00	\$33,126.18	\$33,126.18
642 Boardman Cemetery	\$42,990.97	\$0.00	\$42,990.97	\$0.00	\$0.00	\$0.00
644 Ione-Lexington Cemetery	\$0.00	\$63,130.83	\$63,130.83	\$0.00	\$10,769.94	\$10,769.94
645 Irrigon Cemetery	\$2,327.36	\$0.00	\$2,327.36	\$0.00	\$0.00	\$0.00
646 Willow Creek Park	\$0.00	\$110,492.74	\$110,492.74	\$0.00	\$25,471.52	\$25,471.52
647 Boardman Parks	\$452,551.47	\$0.00	\$452,551.47	\$0.00	\$0.00	\$0.00
648 Irrigon Parks	\$9,247.96	\$0.00	\$9,247.96	\$0.00	\$0.00	\$0.00
650 Morrow Unified Recreation District	\$700,774.06	\$132,139.23	\$832,913.29	\$0.00	\$30,461.63	\$30,461.63
652 Mo. Co. School District #1	\$5,928,895.04	\$101,950.74	\$6,030,845.78	\$0.00	\$0.00	\$0.00
653 Mo. Co. School District #1 Bonds	\$258,131.24	\$47,987.40	\$306,118.64	\$0.00	\$7,428.17	\$7,428.17
654 Intermountain ESD	\$904,745.22	\$167,945.12	\$1,072,690.34	\$0.00	\$27,613.37	\$27,613.37
655 Mo. Co. School District #1 Local Option	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
658 Blue Mountain CC	\$971,603.54	\$180,358.22	\$1,151,961.76	\$0.00	\$29,654.29	\$29,654.29
659 Blue Mountain CC Bonds	\$326,727.50	\$60,650.75	\$387,378.25	\$118,809.40	\$9,388.39	\$128,197.79
660 N Morrow Vector Control	\$291,836.79	\$0.00	\$291,836.79	\$0.00	\$0.00	\$0.00
661 N Morrow Vector Control Local Option	\$136,188.14	\$0.00	\$136,188.14	\$0.00	\$0.00	\$0.00
662 Ione Library District	\$0.00	\$53,629.00	\$53,629.00	\$0.00	\$8,789.45	\$8,789.45
663 Oregon Trail Library	\$389,736.83	\$0.00	\$389,736.83	\$0.00	\$0.00	\$0.00
688 Ione School District	0	\$998,640.12	\$998,640.12	\$0.00	\$180,958.10	\$180,958.10

7/28/2017

Commissioners and Administrative Staff,

Attached is the Summary of Property Tax Collections for the 2016-17 Tax Year. This report is a requirement from the Oregon Dept. of Revenue. Tax amounts for the 2016-17 tax collection year are broken out by property type, (Real Property, Personal Property, Manufactured Structures and Utility Property). Remaining tax amounts for prior years are also broken out by property type. Lines 10 and 11 show amounts of cancelled property taxes due to Foreclosures and Personal Property Cancellations. Line 12 shows all additions and corrections to the tax roll after October 15. Line 23, highlighted in yellow, shows the remaining property taxes owed broken down by type and year with the total at the far right column. Lines 25-27 on the report show the aggregate amount of delinquent interest that is paid to the taxing districts and to the CAFFA Fund. Line 28 shows the amount of refund interest paid to tax payers for overpayments, errors, etc.

Mike Gorman
Morrow County Assessor/Tax Collector

SUMMARY OF PROPERTY TAX COLLECTIONS FOR FISCAL YEAR ENDING June 30, 2017 (ORS 311.531)

Date 7/10/2017 County of Morrow Office of Tax Collector Contact Person Mike Gorman Telephone Number 541-878-5607

For Office Use Only	
Date Received	

ITEM	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	Prior Years	Total For All Years
AMOUNT OF TAXES CERTIFIED									
1. Total Amount Certified	32,931,022.53								
2. Real Property	17,217,394.91								17,217,394.91
3. Personal Property	828,957.23								828,957.23
4. Centrally Assessed by DOR (i.e. utilities, transportation, etc.)	14,553,145.93								14,553,145.93
5. Manufactured Structures	331,524.46								331,524.46
6. Total Amount Certified tax year 2016-17 (total of lines 2-5)	32,931,022.53								32,931,022.53
7. Uncollected Balance as of 7-1-16 (including deferred billing credits)		423,667.90	184,285.21	126,427.89	53,564.02	4,870.76	2,658.80	4,060.95	799,535.33
8. Amount Added to Rolls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total of Lines 6-8	32,931,022.53	423,667.90	184,285.21	126,427.89	53,564.02	4,870.76	2,658.80	4,060.95	33,730,557.86
10. Personal Property Taxes Cancelled By Order of County Court	58.66	0.00	0.00	0.00	633.66	732.03	620.85	588.98	2,635.08
11. Real Property Foreclosures	0.81	0.80	0.81	0.82	0.83	0.83	0.83	0.00	5.73
12. Other Corrections, Cancellations, etc.	425,239.85	18,679.37	0.00	0.00	0.00	0.00	0.00	0.00	443,919.22
13. Total (Noncash) Credits (total of lines 10-12)	425,300.22	18,680.17	0.81	0.82	634.49	732.86	621.68	588.98	446,560.03
14. Net Taxes For Collection (line 9 less line 13)	32,505,722.31	404,987.73	184,284.40	126,427.07	52,929.53	4,137.90	2,036.92	3,471.97	33,283,997.83
15. Discounts Allowed	828,931.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	828,931.76
16. Total Taxes Collected	31,107,840.24	162,130.12	51,834.82	58,117.99	50,186.85	2,044.31	1,242.68	248.22	31,433,645.23
17. Total Remaining Uncollected 6-30-17 (line 14 less line 16 & 15)	668,950.31	242,857.61	132,449.58	68,309.08	2,742.68	2,093.59	794.24	3,223.75	1,021,420.84
18. Percentage Collected (1.00 minus (line 17 divided by line 14))	0.982	0.400	0.281	0.480	0.948	0.494	0.610		
TAXES REMAINING UNCOLLECTED AS OF 6-30-17									
19. Real Property	520,824.23	222,820.89	121,128.93	60,575.30	570.29	201.27	0.00	0.00	826,120.91
20. Personal Property	14,308.71	6,125.53	889.66	914.08	420.01	411.51	0.00	0.00	23,069.50
21. Centrally Assessed by DOR (i.e. utilities, transportation, etc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22. Manufactured Structures	33,817.37	13,911.19	10,430.99	6,819.70	1,752.38	1,480.81	794.24	3,223.75	72,230.43
23. Total Remaining Uncollected 6-30-17 (total of lines 19-22)	668,950.31	242,857.61	132,449.58	68,309.08	2,742.68	2,093.59	794.24	3,223.75	1,021,420.84
24. Unpaid Tax with Deferred Billing Credits (ORS 305.286) as of 6-30-2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25. CATF Interest: 28.82% share from all districts (Tier One)	10,872.94	5,995.81	4,573.01	7,596.02	7,908.91	288.84	220.59	159.03	37,615.15
26. Additional CATF Interest: Additional 26% From Cities & Special Districts (Tier 2)	3,096.20	1,672.46	1,264.60	2,004.42	2,089.00	75.40	57.27	36.38	10,285.63
27. Interest Distributed to Districts	23,757.75	13,328.81	10,329.44	17,655.47	18,451.89	1,456.82	1,042.12	356.37	86,378.47
28. Refund Interest Paid	10.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.24

I certify that these tables are a correct summary of transactions affecting the property tax rolls in fiscal year ending June 30, 2017, and the amounts remaining uncollected as of the same date.


Signature

Assessor / Tax Collector
Title

7-10-17
Date

Email Address: dcrc.research@oregon.gov
Mailing Address: Oregon Dept. of Revenue
Research Section
895 Center St., NE
Salem, OR 97301-3655

2017 FORECLOSURE LIST ISSUED BY MORROW COUNTY

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-17	TOTAL DUE
3847	HOHL, T R ETUX BRADLEY, GLENN & 32564 E LOOP RD HERMISTON OR 97838-6536	25-01	4N2516AC00600	2016-17 2015-16 2014-15 2013-14	195.31 210.88 191.88 9.62	15.62 50.61 76.75 5.00	210.93 261.49 268.63 14.62
					Total amount due		755.67
3846	BRADLEY, GLENN & BRADLEY, DARLENE 32564 E LOOP RD HERMISTON OR 97838-6536	25-01	4N2516AC00500	2016-17 2015-16 2014-15 2013-14	392.23 422.09 385.60 17.53	31.38 101.31 154.24 9.12	423.61 523.40 539.84 26.65
					Total amount due		1,513.50
62250	BRADLEY, GLENN EUGENE & BRADLEY, DARLENE A 32564 E LOOP RD HERMISTON OR 97838-6536	25-01	172860	2016-17 2015-16 2014-15 2013-14	368.90 399.70 363.19 22.96	29.52 95.94 145.27 11.94	398.42 495.64 508.46 34.90
					Total amount due		1,437.42
3993	CLAUSTRO, FELIPE V 317 WILLOW FORK DR BOARDMAN OR 97818	25-01	4N2517AD02300	2016-17 2015-16 2014-15 2013-14	1,380.62 1,468.88 1,344.85 392.81	110.46 352.53 537.94 204.26	1,491.08 1,821.41 1,882.79 597.07
					Total amount due		5,792.35
9838	COMBES, DANIEL A & COMBES, LAURA M PO BOX 276 IRRIGON OR 97844-0276	10-01	5N2623B000202	2016-17 2015-16 2014-15 2013-14	2,414.87 2,465.84 2,418.73 2,402.12	193.20 591.81 967.50 1,345.19	2,608.07 3,057.65 3,386.23 3,747.31
					Total amount due		12,799.26
9840	DOCKEN, LEE E & DOCKEN, PAMELA P COMBES, DANIEL A & COMBES, LAURA M (C) PO BOX 276 IRRIGON OR 97844-0276	10-01	5N2623B000204	2016-17 2015-16 2014-15 2013-14	514.65 526.18 518.11 0.21	41.17 126.28 207.24 0.11	555.82 652.46 725.35 0.32
					Total amount due		1,933.95
3955	DONOVAN, JACK S ETAL 110 SW COTTONWOOD LP BOARDMAN OR 97818	25-01	4N2517AA05300	2016-17 2015-16 2014-15 2013-14	1,220.86 1,313.47 1,197.05 1,137.86	97.68 315.23 478.82 637.16	1,318.54 1,628.70 1,675.87 1,775.02
					Total amount due		6,398.13
57	FISHER, JESSE L PO BOX 842 HEPPNER OR 97836	01-01	2S2626CC04402	2016-17 2015-16 2014-15 2013-14	653.81 648.81 620.66 635.02	52.31 155.71 248.27 354.31	706.12 804.52 868.93 989.33
					Total amount due		3,368.90
308	LOTT, RANDOLPH E ETUX GARBER, TIM & PO BOX 596 HEPPNER OR 97836-0596	01-01	2S2627DD02300	2016-17 2015-16 2014-15 2013-14	1,287.81 1,267.18 1,221.00 1,215.48	103.02 304.12 488.40 678.53	1,390.83 1,571.30 1,709.40 1,894.01
					Total amount due		6,565.54

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-17	TOTAL DUE
765	GARRETT, DOUG & GARRETT, SARIENA J PO BOX 486 HEPPNER OR 97836	01-01	2S2635CA01400	2016-17 2015-16 2014-15 2013-14	658.19 651.90 624.69 0.11	52.66 156.45 249.87 0.06	710.85 808.35 874.56 0.17
					Total amount due		2,393.93
2495	GORDANIER, JAMES A & GORDANIER, CONNIE L 275 S 7TH STREET IRRIGON OR 97844	10-01	5N26360000113	2016-17 2015-16 2014-15 2013-14	152.26 156.67 152.71 151.66	12.18 37.59 61.08 84.94	164.44 194.26 213.79 236.60
					Total amount due		809.09
3738	GRANNYS INC PO BOX 151 BOARDMAN OR 97818-0151	25-01	4N2509CB04400	2016-17 2015-16 2014-15 2013-14	427.69 444.94 408.14 406.43	34.21 106.78 163.25 227.60	461.90 551.72 571.39 634.03
					Total amount due		2,219.04
3739	GRANNYS INC PO BOX 151 BOARDMAN OR 97818-0151	25-01	4N2509CB04401	2016-17 2015-16 2014-15 2013-14	266.91 277.79 254.92 253.89	21.36 66.67 101.97 142.18	288.27 344.46 356.89 396.07
					Total amount due		1,385.69
66	HANNA, DAVID L & SANDRA L PO BOX 801 HEPPNER OR 97836	01-01	2S2626CC05200	2016-17 2015-16 2014-15 2013-14	882.35 867.69 836.33 868.83	70.58 208.25 334.53 486.55	952.93 1,075.94 1,170.86 1,355.38
					Total amount due		4,555.11
8357	JPMORGAN CHASE BANK 3415 VISION DR COLUMBUS OH 43219	10-01	5N2635C000220	2016-17 2015-16 2014-15 2013-14	1.32 1.40 1.41 1.44	0.16 0.39 0.62 0.86	1.48 1.79 2.03 2.30
					Total amount due		7.60
8675	KEITHLEY, RUTH A 222 COLORADO ST LONGVIEW WA 98632	10-03	5N2625AA00210	2016-17 2015-16 2014-15 2013-14	1,001.88 1,040.40 1,125.91 1,030.45	80.16 249.69 450.37 573.91	1,082.04 1,290.09 1,576.28 1,604.36
					Total amount due		5,552.77
2189	KENDRICK, SARAH ANNE 75036 COLUMBIA LN IRRIGON OR 97844	10-01	5N2623D002800	2016-17 2015-16 2014-15 2013-14	892.61 1,004.18 1,007.58 1,037.50	71.40 241.00 403.03 580.66	964.01 1,245.18 1,410.61 1,618.16
					Total amount due		5,237.96
2335	KESTLER, ROGER LEE & KATHRYN M 75146 W CALIFORNIA LN IRRIGON OR 97844-7177	10-01	5N2625B000705	2016-17 2015-16 2014-15 2013-14	1,438.07 1,395.38 1,374.53 589.31	115.04 334.89 549.81 311.22	1,553.11 1,730.27 1,924.34 900.53
					Total amount due		6,108.25
760	LAUGHLIN, R SHANE PO BOX 932 HEPPNER OR 97836	01-01	2S2635CA00900	2016-17 2015-16 2014-15 2013-14	340.18 334.96 323.16 336.13	27.22 80.39 129.27 188.23	367.40 415.35 452.43 524.36
					Total amount due		1,769.54

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-17	TOTAL DUE
4624	LOPEZ BARAJAS, JUAN ALFREDO PO BOX 313 BOARDMAN OR 97818	25-04	4N2520A006900	2016-17 2015-16 2014-15 2013-14	545.74 586.18 521.81 504.19	43.66 140.68 208.72 281.98	589.40 726.86 730.53 786.17
					Total amount due		2,832.96
728	LYNCH, MICHAEL D PO BOX 1132 HEPPNER OR 97836-1132	01-01	2S2635BC13600	2016-17 2015-16 2014-15 2013-14	1,061.19 1,045.18 1,005.57 952.10	84.90 250.84 402.23 529.43	1,146.09 1,296.02 1,407.80 1,481.53
					Total amount due		5,331.44
10272	MELENDEZ, NOE HONORIO & ELIZABETH 524 SW ANTHONY DR BOARDMAN OR 97818	25-01	4N2517DA05019	2016-17 2015-16 2014-15 2013-14	2,288.13 2,380.07 2,182.88 221.49	183.06 571.22 873.15 115.17	2,471.19 2,951.29 3,056.03 336.66
					Total amount due		8,815.17
3515	MITTELSDORF, ERNABEL PO BOX 151 BOARDMAN OR 97818-0151	25-01	4N2508DA06000	2016-17 2015-16 2014-15 2013-14	3,218.49 3,441.39 3,153.09 2,991.25	257.48 825.94 1,261.23 1,675.09	3,475.97 4,267.33 4,414.32 4,666.34
					Total amount due		16,823.96
3482	MITTELSDORF, ERNABEL N PO BOX 151 BOARDMAN OR 97818-0151	25-01	4N2508DA02600	2016-17 2015-16 2014-15 2013-14	1,487.03 1,599.85 1,458.31 1,387.48	118.96 383.97 583.33 776.98	1,605.99 1,983.82 2,041.64 2,164.46
					Total amount due		7,795.91
3484	MITTELSDORF, ERNABEL N PO BOX 151 BOARDMAN OR 97818-0151	25-01	4N2508DA02800	2016-17 2015-16 2014-15 2013-14	202.18 210.39 193.09 192.34	16.18 50.50 77.23 107.71	218.36 260.89 270.32 300.05
					Total amount due		1,049.62
4186	MITTELSDORF, LISA 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD11400	2016-17 2015-16 2014-15 2013-14	92.90 96.75 88.75 88.51	7.44 23.22 35.50 49.57	100.34 119.97 124.25 138.08
					Total amount due		482.64
4088	MITTELSDORF, LISA D 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD01600	2016-17 2015-16 2014-15 2013-14	1,582.46 1,660.34 1,521.69 1,488.98	126.60 398.49 608.67 833.83	1,709.06 2,058.83 2,130.36 2,322.81
					Total amount due		8,221.06
4096	MITTELSDORF, LISA D ETAL 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD02400	2016-17 2015-16 2014-15 2013-14	3,543.92 3,789.09 3,469.56 3,293.55	283.51 909.39 1,387.83 1,844.39	3,827.43 4,698.48 4,857.39 5,137.94
					Total amount due		18,521.24
3589	ORJUELA-SCHMIDT, GLORIA L PO BOX 850 BOARDMAN OR 97818-0850	25-01	4N2509AC00600	2016-17 2015-16 2014-15 2013-14	3,279.16 3,410.78 3,127.96 3,092.81	262.33 818.58 1,251.18 1,731.85	3,541.49 4,229.36 4,379.14 4,824.66
					Total amount due		16,974.65
3661	ORJUELA-SCHMIDT, GLORIA L PO BOX 850 BOARDMAN OR 97818-0850	25-01	4N2509BD00100	2016-17 2015-16 2014-15 2013-14	189.19 196.88 180.73 179.91	15.13 47.25 72.30 100.74	204.32 244.13 253.03 280.65
					Total amount due		982.13

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-17	TOTAL DUE
3662	ORJUELA-SCHMIDT, GLORIA L PO BOX 850 BOARDMAN OR 97818-0850	25-01	4N2509BD00200	2016-17 2015-16 2014-15 2013-14	189.19 196.88 180.73 179.91	15.13 47.25 72.30 100.74	204.32 244.13 253.03 280.65
				Total amount due			982.13
3358	PAPINEAU, PATSY ETAL PO BOX 574 ARLINGTON OR 97812-0574	12-01	1S2527DD00100	2016-17 2015-16 2014-15 2013-14	673.10 703.28 679.31 533.88	53.84 168.78 271.72 291.83	726.94 872.06 951.03 825.71
				Total amount due			3,375.74
10536	PERRIN, CHARLES & PERRIN, LYLA 74998 COLUMBIA LN IRRIGON OR 97844	10-01	302696	2016-17 2015-16 2014-15 2013-14	1,419.19 1,503.52 1,508.62 1,627.74	113.53 360.84 603.45 911.53	1,532.72 1,864.36 2,112.07 2,539.27
				Total amount due			8,048.42
2188	PERRIN, CHARLES A & PERRIN, LYLA F 74998 W COLUMBIA LN IRRIGON OR 97844	10-01	5N2623D003000	2016-17 2015-16 2014-15 2013-14	857.19 861.54 849.14 852.61	68.58 206.77 339.65 477.46	925.77 1,068.31 1,188.79 1,330.07
				Total amount due			4,512.94
3665	PIEPER, BRADLEY S & PIEPER, MARIA A 723 NE 10TH ST HERMISTON OR 97838	25-01	4N2509BD00500	2016-17 2015-16 2014-15 2013-14	1,761.24 1,845.45 1,692.47 332.22	140.90 442.91 676.98 172.75	1,902.14 2,288.36 2,369.45 504.97
				Total amount due			7,064.92
2968	PHILLIPS, ALBERT J & PHILLIPS, BARBARA POURIER, MARILYN (C) 305 SE GREENWOOD ST IRRIGON OR 97844	10-03	5N2625AA03500	2016-17 2015-16 2014-15 2013-14	1,179.13 1,193.44 1,155.07 656.02	94.33 286.42 462.03 352.97	1,273.46 1,479.86 1,617.10 1,008.99
				Total amount due			5,379.41
9052	PROUTY, BART E & CAROLYN D 145 SE ELEVENTH IRRIGON OR 97844	10-03	5N2719CD00802	2016-17 2015-16 2014-15 2013-14	766.04 769.09 754.85 691.45	61.28 184.58 301.94 387.21	827.32 953.67 1,056.79 1,078.66
				Total amount due			3,916.44
62954	PROUTY, BART EMERY & PROUTY, CAROLYN DENIS 145 SE ELEVENTH IRRIGON OR 97844	10-03	251795	2016-17 2015-16 2014-15 2013-14	1,273.57 1,311.97 1,259.05 1,224.63	101.88 314.87 503.61 685.80	1,375.45 1,626.84 1,762.66 1,910.43
				Total amount due			6,675.38
2716	RAMIREZ MUNOZ, CLAUDIA 17374 SW NOVATO LN BEAVERTON OR 97078	10-04	4N2720D000300	2016-17 2015-16 2014-15 2013-14	301.55 310.20 302.20 107.25	24.12 74.45 120.88 56.06	325.67 384.65 423.08 163.31
				Total amount due			1,296.71
62729	RAMIREZ MUNOZ, CLAUDIA 17374 SW NOVATO LN BEAVERTON OR 97078	10-04	206790	2016-17 2015-16 2014-15 2013-14	343.92 366.48 367.73 204.62	27.52 87.95 147.10 109.30	371.44 454.43 514.83 313.92
				Total amount due			1,654.62

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-17	TOTAL DUE
8568	REBMAN, DOUG E & DALONDA M 160 HURD LN IRRIGON OR 97844-6936	10-03	5N2719DC00500	2016-17 2015-16 2014-15 2013-14	293.60 294.93 289.68 265.50	23.48 70.78 115.87 148.68	317.08 365.71 405.55 414.18
					Total amount due		1,502.52
62616	REBMAN, DOUGLAS EDWARD ETUX 160 HURD LN IRRIGON OR 97844-6936	10-03	282422	2016-17 2015-16 2014-15 2013-14	576.87 599.04 601.67 592.87	46.14 143.77 240.67 332.01	623.01 742.81 842.34 924.88
					Total amount due		3,133.04
3644	RIVERVIEW CEMETERY ASSOCIATION PO BOX 850 BOARDMAN OR 97818-0850	25-01	4N2509AD01600	2016-17 2015-16 2014-15 2013-14	465.68 484.53 444.55 442.50	37.26 116.28 177.81 247.80	502.94 600.81 622.36 690.30
					Total amount due		2,416.41
2714	ROUBIDOUX, ROBERT SHANE 75694 GUN CLUB RD HERMISTON OR 97838	10-04	4N2720D000100	2016-17 2015-16 2014-15 2013-14	941.21 968.32 943.17 930.82	75.30 232.39 377.27 521.02	1,016.51 1,200.71 1,320.44 1,451.84
					Total amount due		4,989.50
8324	SCHMIDT, GLORIA O PO BOX 850 BOARDMAN OR 97818-0850	25-01	4N2509AD01600A1	2016-17 2015-16 2014-15 2013-14	60.74 63.35 58.22 58.01	4.86 15.20 23.28 32.48	65.60 78.55 81.50 90.49
					Total amount due		316.14
4853	STEFANI, DENNIS PO BOX 11 IONE OR 97843	35-01	1S2409AB07000	2016-17 2015-16 2014-15 2013-14	219.30 225.46 221.56 217.05	17.54 54.11 88.63 121.55	236.84 279.57 310.19 338.60
					Total amount due		1,165.20
4848	STEFANI, DENNIS D PO BOX 11 IONE OR 97843	35-01	1S2409AB06300	2016-17 2015-16 2014-15 2013-14	101.09 104.05 102.28 100.37	8.09 24.97 40.91 56.21	109.18 129.02 143.19 156.58
					Total amount due		537.97
3702	WIGHTMAN, SMOKEY JOE & MITTELSDORF, LISA D 813 MT ADAMS BOARDMAN OR 97818	25-01	4N2509CB01200	2016-17 2015-16 2014-15 2013-14	1,025.67 1,097.01 1,005.52 953.84	82.06 263.28 402.21 534.15	1,107.73 1,360.29 1,407.73 1,487.99
					Total amount due		5,363.74
4132	WIGHTMAN, SMOKEY JOE ETAL 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD06000	2016-17 2015-16 2014-15 2013-14	2,551.21 2,735.83 2,500.24 2,374.84	204.10 656.61 1,000.09 1,329.91	2,755.31 3,392.44 3,500.33 3,704.75
					Total amount due		13,352.83
4187	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD11500	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25

TAX ACCT	MAILING/AGENT NAME MAILING ADDRESS	CODE	PROPERTY NO.	YEARS	DELINQ TAXES	INTEREST TO 08-15-17	TOTAL DUE
4188	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD11600	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25
4189	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD11700	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25
4190	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD11800	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25
4191	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD11900	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25
4192	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD12000	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25
4194	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD12200	2016-17 2015-16 2014-15 2013-14	10.17 10.71 9.88 9.95	1.22 3.00 4.35 5.97	11.39 13.71 14.23 15.92
					Total amount due		55.25
4195	WIGHTMAN, SMOKEY JOE ETUX 813 MT ADAMS AVE BOARDMAN OR 97818	25-13	4N2517BD12300	2016-17 2015-16 2014-15 2013-14	576.92 600.11 550.47 547.98	46.15 144.03 220.20 306.87	623.07 744.14 770.67 854.85
					Total amount due		2,992.73
628	VANDEBERGHE, SCOTT WOLFORD, HOWARD DAVID (C) PO BOX 402 HEPPNER OR 97836	01-01	2S2635BC03800	2016-17 2015-16 2014-15 2013-14	814.64 800.93 772.99 748.04	65.17 192.22 309.19 416.71	879.81 993.15 1,082.18 1,164.75
					Total amount due		4,119.89
3913	ZUNIGA, GUSTAVO & MADERO, ALICIA PONCE PO BOX 878 BOARDMAN OR 97818	25-01	4N2517AA01100	2016-17 2015-16 2014-15 2013-14	1,489.71 1,593.36 1,460.38 1,385.20	119.18 382.40 584.15 775.71	1,608.89 1,975.76 2,044.53 2,160.91
					Total amount due		7,790.09

ACCOUNTS WITH NOTATION OF FORECLOSURE

Jul 27, 2017

TAX ID	MAILING NAME/AGENT NAME	TYPE	ACNT ID	ROLL	TX YR	DESCRIPTION	DATE ADDED	DATE REMOVED
3371	YOCOM, JOSEPH R	AMON	3371	R	2015	Case #16CV27969	03-Oct-2016	
8183	HANNIGAN, PATRICIA A	AMON	8183	R	2014	CASE NO 15 CV 154	01-Oct-2015	
62402	HANNIGAN, PATRICIA A	AMON	62402	MS	2014	CASE NO 15 CV 154	01-Oct-2015	

MORROW County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2016

July 28, 2017 11:49:43 am

Account # 8183
 Map # 5N2625-AA-00204
 Code - Tax # 1003-8183

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr LEWIS
 Lot - 3

Mailing Name HANNIGAN, PATRICIA A
 Agent
 In Care Of KONTUR, SUZANNE
 Mailing Address 314 TUCKER EST
 UMATILLA, OR 97882-9317

Deed Reference # 1997-154 (SOURCE ID(T): 52118)
 Sales Date/Price 08-29-1997 / \$47,500.00
 Appraiser CYDE ESTES

Prop Class 109 MA SA NH Unit
 RMV Class 109 01 00 000 6999-1

Situs Address(s)	Situs City
ID# 285 SE FOURTH ST	IRRIGON

Code Area	AV	RMV	MAV	RMV Exception	CPR %
1003 Land		25,900		Land	0
Impr.		7,170		Impr.	0
Code Area Total	17,330	33,070	17,330		0
Grand Total	17,330	33,070	17,330		0

Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
1003	1	R		R1	Residential	100	A	0.17	MKT	*	14,000
1003	2	R		R1	Site Development	100	A	0.00	MKT	*	11,900
Grand Total								0.17			25,900

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex%	MS Acct #	Trended RMV
1003	3		396	DECKS-PATIOS-PORCHES		100	0			5,670
1003	2		194	RESIDENTIAL - MISC			0			1,500
1003	1	1977	052	MOBILE HOME, CL-5 DOUBLE WIDE		100	1,464		R - 62402	12,350
Grand Total							1,464			19,520

Code Area	Type	Exemptions/Special Assessments/Potential Liability
1003		NOTATION(S): ■ TAX NOTATION FORECLOSURE

MS Account(s): 1003-R-62402

*** The Real MS value is not included in the total of the real account



08.03.2015

MORROW County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2016

July 28, 2017 11:49:05 am

Account # 3371
 Map # 1S2527-DD-01200
 Code - Tax # 1201-3371

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr MCALISTER'S 2ND
 Block - 4 Lot - 7

Mailing Name YOCOM, JOSEPH R

Deed Reference # 2010-25530
 Sales Date/Price 02-12-2010 / \$0.00
 Appraiser MIKE GORMAN

Agent

In Care Of

Mailing Address 1400 DALLES MILITARY RD APT 232
 WALLA WALLA, WA 99362-9543

Prop Class 101 MA SA NH Unit
 RMV Class 101 04 00 00L 3369-1

Situs Address(s)	Situs City
ID# 270 EAST ST	LEXINGTON

Value Summary					
Code Area	AV	RMV	MAV	RMV Exception	CPR %
1201 Land		13,270		Land	0
Impr.		11,480		Impr.	0
Code Area Total	24,750	24,750	33,070		0
Grand Total	24,750	24,750	33,070		0

Land Breakdown										
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC
1201	1	R		GR	Residential	100	A	0.22	MKT	*
1201	2	R		GR	Site Development	100	A	0.00	MKT	*
Grand Total								0.22		13,270

Improvement Breakdown										
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex%	MS Acct #		Trended RMV
1201	1	1910	121	CLASS 2 HOUSE	100	748				2,520
1201	2	1990	365	CLASS 5 MACHINE SHED	100	1,056				8,960
Grand Total								1,804		11,480

Code Area		Exemptions/Special Assessments/Potential Liability	
Type			
1201			
NOTATION(S):			
■ TAX NOTATION FORECLOSURE			