



AGENDA
Columbia Development Authority
Board Meeting
Thursday, April 14, 2022
9am
Location is the Umatilla Army Depot
Building 5026

Note: This meeting will be held at the Umatilla Army Depot please provide your drivers license number, the state issued and the way your name is spelled on it, by **April 7th** to columbiadaassistant@gmail.com. If you are unable to join us please call into the conference phone number at **1-541-249-5577**.

Welcome and Greetings from Chairman Jim Doherty 9am

Introductions CDA Board Members & Economic Development Updates

- **CDA Board Members:**
 - Chairman Jim Doherty, Morrow County
 - Vice Chair Kim Puzey, Port of Umatilla
 - Lisa Mittelsdorf, Port of Morrow
 - John Shafer, Umatilla County
 - Don Sampson, CTUIR
 - Alternate Morrow County Don Russell, Alternate Umatilla County Bob Waldher, Alternate CTUIR Kat Brigham, Alternate Port of Umatilla Robert Blanc, Alternate Port of Morrow Joe Taylor
- **CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Assistant
- **Elizabeth Howard and Joe Hobson** - CDA Attorney's
- **Guests Introductions** and members of the press

Consent Agenda

1. Approve CDA Board Meeting Minutes March 16, 2022
 2. Accept the Financials CDA- BEO Statement \$137,626.71 and Quickbooks Reconciliation March Balance
- **Old Business**
 1. **HB2017 Road and Design**
 2. **IGA between the CDA and ODOT**
 3. **Umatilla County Water Recharge System Easement Agreement**
 4. **Aquisition of 640 Acre Parcel**
 5. **Demil Site Agreement Review**



- **New Business**
 1. **BEO Authorization**
 2. **Fire Safety**
 3. **Insurance**
 4. **140 Acre Project**
 5. **Solar**
 6. **Igloo Management**

- Public Comment

- Executive Session

Note: If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

An Executive Session will be held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body “has the authority to meet in executive session to obtain other professional legal services from its legal counsel.” Or. Dept of Justice, Attorney General’s Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h)

Return to Regular Session

Adjourn

Directions: Take the exit that says Oregon National Guard Training Center, which is exit 177 follow to the depot and go under the railroad bridge, continue to proceed to the security guard checkpoint, there you will need to show your ID.

Note: The address is Umatilla Chemical Depot, 78798 Ordnance Road, Hermiston, OR 97838, if you are using GPS it will take you to the rock quarry just before the railroad bridge, continue under the bridge and you will see the guard shack.



MINUTES
Columbia Development Authority
Board Meeting
Wednesday, March 16, 2022
In-Person at the Port of Morrow
And by Zoom

Welcome and Greetings from Chairman Jim Doherty 1:05pm

Introductions CDA Board Members & Economic Development Updates

- **CDA Board Members:**
 - Chairman Jim Doherty, Morrow County
 - Vice Chair Kim Puzey, Port of Umatilla
 - Lisa Mittelsdorf, Port of Morrow
 - John Shafer, Umatilla County
 - Don Sampson, CTUIR
 - Don Russell, Morrow County Alternate, Bob Waldher, Alternate Umatilla County, Alternate CTUIR, Robert Blanc, Alternate Port of Umatilla
- **CDA Staff:** Greg Smith, CDA Director, Debbie Pedro, CDA Admin, Ed Orloski Professional Services Contractor.
- **Elizabeth Howard and Joe Hobson** - CDA Attorney's
- **Guests Introductions** and members of the press
JR Cook, Ryan DeGroft, Jeff Wenholz, Tamra Mabbott, Steve Williams, Josh Burns, JD Tovey, Ken Patterson, Rick Stokoe. Tom Lineer and Jessica Keys by Zoom.

- **Old Business**
 - Consent Agenda**
 1. Approve CDA Board Meeting Minutes January 31, 2022
 2. Accept the Financials CDA- BEO Stmt's January-February 2022 and Quickbooks Reconciliation balance \$134,610.71. **Motion was made by Mr. Puzey to adopt the consent agenda; 2nd by Ms. Mittlesdorf, Motion carried.**



New Business

Greg Smith Executive Director

Note: If an item is to move to an Executive Session the board chairman will make the recommendation at this time.

1. The MOA between the CDA and the Army and Related Matters (Preliminary Title Report, Conveyance Document (Quit Claim Deed), Legal Lots/Partition, Water Rights)

- Mr. Smith and Ms. Howard gave updates on the status of the negotiations with the Army regarding the MOA and the form of the deed.

2. HB2017 Funding (ODOT/Roads)

- CDA engineer Brad Baird gave a presentation on how the funds could be best used in line with earlier discussions.
- Following discussion, **it was motioned by Mr. Shafer and seconded by Mr. Sampson that the Board adopt the following resolution:**
- BE IT RESOLVED that the funding provided by the Oregon Legislature referred to as the "HB2017 Funding" shall be used as follows. 50% of the net funding shall be used east of the Depot primarily to construct a road that connects the I 84 interchange with the I 82 interchange. Any remaining funds from that 50% allocation shall be used to construct a road north using minimal standards for the intended purpose allowing the road north to be constructed as far as possible. The other 50% of the net funding shall be used to construct a road west of the Depot as far as that allocation will allow.
- **The motion carried with 4 votes in favor and 1 vote in opposition.**

3. The IGA between the CDA and ODOT

Mr. Smith shared some information about a proposed IGA between CDA and ODOT. Ms. Howard shared that legal counsel has not looked at this yet.

Following discussion, **it was moved by Mr. Sampson, seconded by Kim Puzey; and unanimously carried that the legal team shall review this mater and bring it back for further input from the Board.**

4. Umatilla County Water Recharge System Easement Agreement

Mr. Smith and Ms. Howard presented the question of whether CDA should agree to enter into an easement agreement with Umatilla County for the construction, access, and use of a water recharge system that is proposed to be located, in part, on property to be transferred by the United States Army to CDA.



Following discussion, **it was moved by Mr. Shafer, seconded by Mr. Puzey and unanimously carried to adopt the following resolutions:**

BE IT RESOLVED that the Columbia Development Authority (“CDA”) shall, upon acquisition of Parcel 1, execute and record an easement in favor of Umatilla County for the pipelines, wells, and recharge basin associated with a water recharge system to be located in Umatilla County, as generally depicted in Exhibit A attached to these minutes.

BE IT FURTHER RESOLVED that CDA Staff are directed by the Board to negotiate the terms of the above described easement agreement with Umatilla County and to present it to the Board for final review and Approval at its next regularly scheduled board meeting, with the easement agreement to be executed and recorded after conveyance of Parcel 1 to the CDA.

5. The One Million Dollar Transaction with Port of Morrow to Fund the Purchase of Parcel 1 from the Army

The Board discussed whether CDA should sell 640 acres of exclusive farm use zoned land to be acquired from the Army located in Morrow County to the Port of Morrow to fund the purchase of the entire property from the Army.

Following discussion, **it was moved by Ms. Middlesdorf and seconded by Mr. Puzey that the Board adopt the following resolution:**

BE IT RESOLVED that the CDA shall enter into an agreement to sell the 640 acres of exclusive farm use zoned land described as Tract C on that certain survey prepared by Ferguson Surveying and Engineering, dated November 30, 2015, and held by the Morrow County Surveyor as Survey No. 2016-1752D, to the Port of Morrow for \$1 million, which amount shall be paid by the Port of Morrow to the CDA prior to the transfer of title of Tract C to the CDA such that CDA can acquire the 9,511.37 acres of real property located in Umatilla and Morrow County, Oregon from the United State Army for redevelopment purposes (the “Transaction”).

BE IT FURTHER RESOLVED that Greg Smith, in his capacity as executive director, is directed by the Board to negotiate the terms of the above-described Transaction with the Port of Morrow and to present the final agreement to the Board for final review and approval at its next regularly scheduled board meeting.

The **motion did not carried** with 2 votes in favor and 2 votes in opposition. Mr. Sampson was not present during this vote.



The Board of Directors went into executive session

An Executive Session was held to consider information or records that are exempt by law from public inspection, including attorney-client privileged information or records, and to conduct deliberations with persons designated by the Board to negotiate the real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e) and ORS 192.660(2)(f). Further pursuant to ORS 192.660(2)(f), a public body “has the authority to meet in executive session to obtain other professional legal services from its legal counsel.” Or. Dept of Justice, Attorney General’s Public Records and Meetings Manual 2019: Public Meetings, Voting § (E)(1)(h)

The Board of Directors left executive session and reconvened in regular session

6. Demil Site Due Diligence Agreement and Letter of Intent

The staff and legal counsel presented to the Board the question of whether CDA should direct its staff to negotiate an agreement to govern a due diligence process related to the “Demil Site”.

Following discussion, **it was moved by Mr. Shafer, seconded by Ms. Mittlesdorf; and unanimously carried to adopt the following resolution:**

BE IT RESOLVED that CDA staff is directed to continue to work to negotiate an agreement with the third party interested in leasing the Demil Site in order to provide for and facilitate the third party’s due diligence process. CDA staff shall present any negotiated agreement to the CDA Board of Directors for approval before the agreement may go into effect.

There being no further business to come before the Board the meeting was adjourned.



THIS AGREEMENT, made this _____ day of _____, 2022, by and between the **Columbia Development Authority (CDA)**, hereinafter referred to as the Owner, and **Anderson Perry & Associates, Inc.**, hereinafter referred to as the Engineer:

The Owner intends to complete road improvements in the southeast and southwest portions of the Camp Umatilla property that will be transferred to the CDA. The proposed road improvements will generally connect the main depot entrance to the Interstate 82 interchange near Westland Road and will extend west from the main depot entrance to the southwest properties in Morrow County. The anticipated road location is shown on the attached Figure 1. The estimated project budget is shown on Attachment A.

The Engineer agrees to complete Design and Construction Engineering and other services, as may be required, for the road improvements.

The road improvements are funded by House Bill 2017.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

Design Engineering

Upon approval by the Owner of the project scope and opinion of probable total project cost, and upon approval to proceed, the Engineer shall:

1. Complete the necessary project surveying and mapping; accomplish the final designs of the project; prepare an Advertisement for Bids, Instructions to Bidders, and a Bidder's Packet (hereinafter referred to as Bidding Documents), and an Agreement, Contract forms, Conditions of the Contract, Specifications, and Drawings (hereinafter referred to as Contract Documents); and make adjustments as needed to the opinion of probable construction cost and probable total project cost based on these final designs. Design review meetings will be held with the Owner at the 50 and 90 percent complete stages.
2. Prepare and furnish to the Owner three copies of a final map showing the needed construction and permanent easements, and any lands to be acquired. Property surveys, property plats, legal descriptions, and negotiations for land rights shall be accomplished by the Owner unless the Owner requests the Engineer to perform these services. When the Engineer is requested to perform such services and make detailed property surveys, the Engineer will perform the work under "Other Engineering Services."

3. Prepare and furnish six copies of the Bidding and Contract Documents for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies. The Engineer's services under the Design Engineering phase shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

Construction Engineering

After acceptance by the Owner and appropriate agencies of the Bidding and Contract Documents and upon authorization by the Owner to proceed, the Engineer shall:

1. Assist the Owner in advertising for and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued. Attend a Pre-Bid Conference, if held, and answer questions from prospective bidders and suppliers.
2. Furnish the Bidding and Contract Documents as required by prospective bidders, material suppliers, and other interested parties. The Engineer may charge bidders and suppliers for the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding and Contract Documents.
4. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding and Contract Documents.
5. Attend the Bid opening, prepare a Bid tabulation, and assist the Owner in evaluating Bids or proposals and in assembling and awarding the contract for the work.
6. After award of the construction contract by the Owner, meet with the Contractor and the Owner in a Preconstruction Conference to discuss project schedules, procedures, etc.
7. Review and take other appropriate action with respect to Shop Drawings, Samples, and other data which the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
8. Provide general engineering review of the work of the Contractor as construction progresses. The Engineer shall also provide a full-time or part-time Project Representative on site, as appropriate, to review the work. The Engineer shall keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the Preconstruction Conference. Copies of regular progress reports will be sent to the Owner and the Contractor. The Engineer's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner. The Engineer shall not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences,

or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

9. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project.
10. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue field orders authorizing minor variations from the requirements of the Contract Documents.
11. Provide construction staking as may be required to provide control to be used by the Contractor as called for in the Contract Documents.
12. Provide random testing services as the work progresses to monitor the Contractor's compliance with the Contract Documents. Such tests may include soils gradation and compaction tests, concrete tests, etc. Such testing will not replace the Contractor's own testing nor relieve the Contractor from providing his own quality control.
13. Prepare Change Orders for the Owner's approval that are necessary for the proper completion of the work by the Contractor.
14. Review the Contractor's requests for progress payments and, based upon on-site observation, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, the Engineer shall not thereby be deemed to have represented that observations made by the Engineer to check the quality or quantity of the Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents. Neither the Engineer's review of the Contractor's work for the purposes of recommending payments, nor the Engineer's recommendation of any payment including final payment, will impose on the Engineer any responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. It will also not impose responsibility on the Engineer to make any examination to ascertain how or for what purposes the Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the Owner free

and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

15. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples, and other data and marked-up Record Drawings which are to be assembled by the Contractor in accordance with the Contract Documents.
16. Prepare and furnish to the Owner one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor and the Engineer's Project Representative. It is recognized that these Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
17. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, and in company with the Owner, appropriate outside agencies, and the Contractor, conduct an inspection to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer shall deliver a certificate of Substantial Completion to the Owner and the Contractor.
18. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.
19. The Construction Engineering services shall be considered complete when the construction project is accepted by the Owner and when Record Drawings have been provided to the Owner.

Other Engineering Services

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing for each phase of the project, as required.

1. Provide engineering services as may be required to assist the Owner in obtaining construction funding for each project phase through various funding programs as requested by the Owner. Work may include assistance in preparing technical portions of grant and loan applications, technical assistance with environmental checklists and assessments, assistance in public meetings, ongoing coordination and agreements with funding agencies, advance preparation of utility rate studies, assistance with fact sheets and other information for meetings, bonding, updating cost estimates, and other funding services that may be required.
2. Assist the Owner with obtaining permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with such permits and applications, if such fees are required.
3. Assist the Owner with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.

4. Redesign work when requested to do so by the Owner. Such work shall include changes in the design, after the conceptual design stage, that are beyond the control of the Engineer, and/or changes in the Bidding and Contract Documents after such documents have been accepted by the Owner.
5. Perform special tests, specialized geological, hydraulic, or other studies, or tests other than as previously outlined herein that may be required on the project.
6. Provide additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, audit data, and other support as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.
7. Prepare to serve or serve as a consultant or witness for the Owner in any litigation, arbitration, or other dispute resolution process relating to the project.
8. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected, or delayed work by the Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) longer construction time than anticipated, or (6) default by the Contractor.
9. Perform soil tests and borings as required to evaluate subsurface soil conditions.
10. Others as may be applicable.
11. Provide post-construction engineering services as required. These services could include, but are not limited to, the following:
 - a. Providing assistance to the Owner in connection with the refining and adjusting of any project equipment or system, in training the Owner's staff to operate and maintain the project, equipment, and system, and in developing systems and procedures for control of the operation and maintenance of and record keeping for the project.
 - b. Together with the Owner, visiting the project to observe any apparent defects in the completed work, assisting the Owner in consultations and discussions with the Contractor concerning correction of such defects, and making recommendations as to replacement or correction of defective work.
 - c. In company with the Owner, performing a warranty inspection of the project in the eleventh month following Substantial Completion to ascertain whether items of Construction are subject to correction.

SECTION B - RESPONSIBILITIES OF OWNER

1. The Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; furnish copies of all design and construction standards which the Owner will require to be included in the Bidding and Contract Documents; and furnish copies of the Owner's standard forms, conditions, and related documents for the Engineer to include in the Bidding and Contract Documents, when applicable.
2. The Owner shall furnish to the Engineer all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.
4. The Owner shall give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Engineer's services, or any defect or nonconformance in the Engineer's services or in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure the necessary land easements, rights-of-way, and construction permits. The Engineer can assist the Owner with these tasks, if requested, as outlined in Section A, "Other Engineering Services."
6. The Owner shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Engineer (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
7. The Owner shall obtain, with guidance from the Engineer, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
8. The Owner shall provide, as required for the project:
 - a. Accounting, bond, financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Engineer reasonably requests; and
 - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Contractor has used the monies paid.

9. The Owner shall advise the Engineer in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to the project.
10. The Owner shall attend the Pre-Bid Conference, Bid opening, Pre-Construction Conferences, construction progress, warranty inspection, and other project-related meetings and shall review and act upon Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

1. The Owner shall compensate the Engineer for "Design Engineering" a lump sum amount of \$480,000. If, during the course of the work, the scope of the work should substantially change, the Owner and the Engineer shall amend this section of the contract as necessary.
2. The Owner shall compensate the Engineer for "Construction Engineering" on a time and materials basis, plus direct reimbursable expenses.
3. The Owner shall compensate the Engineer for "Other Engineering Services" requested by the Owner on a time and materials basis, plus direct reimbursable expenses.
4. The time and materials cost referred to in this Agreement shall be in accordance with the attached Hourly Fee Schedule, plus direct reimbursable expenses. The Hourly Fee Schedule may be adjusted near April 1 of each year.
5. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at \$0.585 per mile for passenger vehicles and \$0.75 per mile for pickups and vans. The mileage costs may be adjusted as needed to reflect actual costs. There shall be no charge for secretarial services, telephone calls, and postage.
6. The Owner agrees to pay the Engineer for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Engineer for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Owner agrees to pay the Engineer for time and materials work for the actual services provided. The Engineer will render to the Owner an itemized bill at the end of each month, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Engineer.
7. Past due amounts owed shall include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing. The Engineer may suspend work under this Agreement until the account is paid in full. If collection is made by suit or otherwise, and if the Engineer prevails, the Owner agrees to pay interest until the account and all collection costs, including reasonable attorneys' fees, are paid.

SECTION D - GENERAL PROVISIONS

1. Approval of this Agreement by the Owner and the Engineer will serve as written authorization for the Engineer to proceed with the services called for in the Agreement.
2. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
3. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
4. The Engineer intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty expressed or implied. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, Drawings, Specifications, reports, and other services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, Drawings, Specifications, reports, and other services.
5. Any opinion of the probable construction cost or probable total project cost prepared by the Engineer represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.
6. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
7. This Agreement represents the entire and integrated agreement between the Owner and the Engineer for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
8. Original documents, survey notes, tracings, and the like, except those furnished to the Engineer by the Owner, are and shall remain the property of the Engineer. Documents, including Bidding and Contract Documents which contain an Engineer's stamp prepared under this Agreement, are instruments of service of the Engineer. Reuse of any of the Bidding and Contract Documents that may be developed during the project by the Owner on extensions of this project or on any other project without the written permission of the Engineer shall be at the Owner's risk. The Owner agrees to defend, indemnify, and hold harmless the Engineer from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Owner. The Engineer shall make available to the Owner, when requested, all documents, Drawings, pictures, etc., that are prepared as part of the Engineer's services under this Agreement. There will be no cost for these documents except for labor, reproduction, and copying costs.

9. There are no third-party beneficiaries of this Agreement between the Owner and the Engineer, and no third party shall be entitled to rely upon any work performed or reports prepared by the Engineer hereunder.
10. Neither the Owner nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.
11. The Owner reserves the right to request replacement of any Project Representatives furnished by the Engineer.
12. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 10 days. In the event of failure to remedy or correct in 10 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Engineer shall be paid for services based on actual man hours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
13. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
14. The Engineer shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
15. The Owner will require that any Contractor or subcontractor performing work in connection with the Contract Documents produced under this Agreement shall hold harmless, indemnify, and defend the Owner and the Engineer, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants, or their officers, agents, and employees.
16. The Owner and the Engineer acknowledge that in a project of this magnitude and complexity, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Contract Documents or changes that are identified during construction which will result in an overall better end project for the Owner, or changes which are necessary due to unusual field conditions or construction circumstances beyond the control of the Owner, Engineer, or Contractor. As a consequence of the above, the Owner realizes that the Contractor may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order.
17. The Engineer shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because

of race, religion, color, sex, or national origin. The Engineer shall comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Engineer shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.

18. To the fullest extent permitted by law, the Owner and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

Owner:

Columbia Development Authority

By _____

Type Name _____

Title _____

(SEAL)

Engineer:

Anderson Perry & Associates, Inc.

By _____

Type Name Brad D. Baird, P.E.

Title President

(SEAL)

Attest

By _____

Type Name _____

Title _____

Attest

By _____

Type Name Chas Hutchins, P.E.

Title Treasurer

ATTACHMENT A

COLUMBIA DEVELOPMENT AUTHORITY
CDA/UMATILLA COUNTY HB 2017 FUNDED ROADWAY
SUMMARY OF ESTIMATED COSTS
March 2022

Construction

Approximately 20,000 Feet of New Road with Connections to Interstate 82 and the Umatilla Depot Entrance and West to the Industrial Property in Morrow County (see Figure 1) \$5,300,000

Subtotal, Construction Cost \$5,300,000

Other Project Costs*

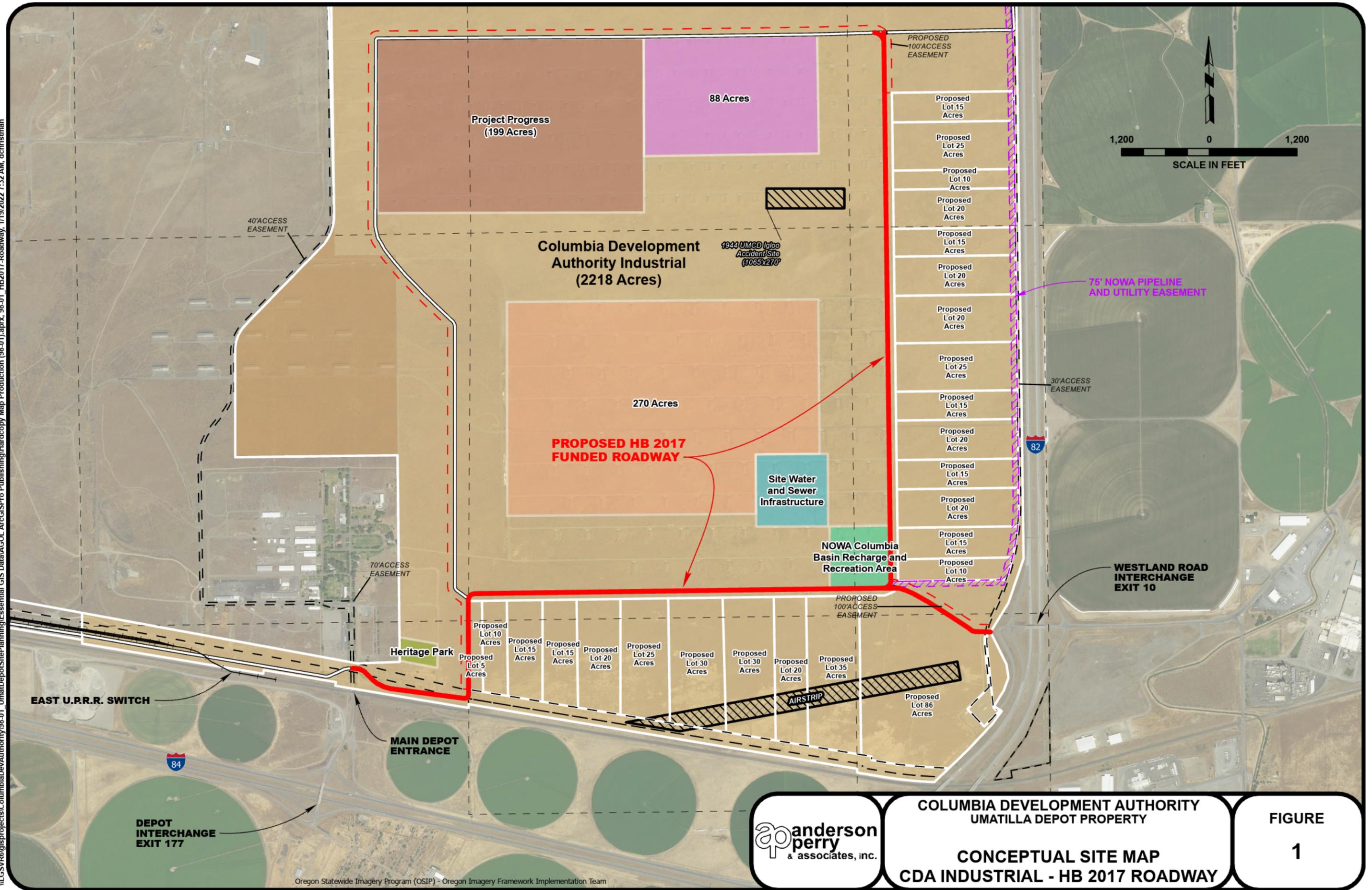
Legal \$35,000
Design Engineering \$480,000
Construction Engineering \$470,000
Right-of-Way Establishment \$70,000
Environmental \$20,000
Cultural Resources \$25,000
Easements \$50,000
Contingency \$550,000

Subtotal, Other Project Costs \$1,700,000

TOTAL ESTIMATED PROJECT COST (YEAR 2023 COST) \$7,000,000

*Some of these items may not be needed depending on what work has previously occurred on the site, such as environmental and cultural resources. Any unused funds would be transferred to contingency.

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anderson
perry
& associates, inc.

**COLUMBIA DEVELOPMENT AUTHORITY
UMATILLA DEPOT PROPERTY**

**CONCEPTUAL SITE MAP
CDA INDUSTRIAL - HB 2017 ROADWAY**

**FIGURE
1**

HOURLY FEE SCHEDULE

March 1, 2022

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS		ENGINEERING		ARCHAEOLOGY	
Technician I	\$ 65.00	Engineering Technician I	\$105.00	Archaeological Technician I	\$ 60.00
Technician II	\$ 75.00	Engineering Technician II	\$110.00	Archaeological Technician II	\$ 70.00
Technician III	\$ 80.00	Engineering Technician III	\$115.00	Staff Archaeologist I	\$ 75.00
Technician IV	\$ 90.00	Staff Engineer I	\$120.00	Staff Archaeologist II	\$ 80.00
Technician V	\$ 95.00	Staff Engineer II	\$125.00	Project Archaeologist I	\$ 85.00
Technician VI	\$100.00	Project Engineer I	\$130.00	Senior Archaeologist I	\$105.00
Technician VII	\$105.00	Project Engineer II	\$135.00	Senior Archaeologist II	\$120.00
Senior Technician I	\$110.00	Project Engineer III	\$145.00		
Senior Technician II	\$120.00	Project Engineer IV	\$150.00	PROJECT REPRESENTATIVES	
Senior Technician III	\$125.00	Project Engineer V	\$155.00	Project Representative I	\$ 95.00
Senior Technician IV	\$135.00	Project Engineer VI	\$165.00	Project Representative II	\$100.00
Senior Technician V	\$145.00	Project Engineer VII	\$170.00	Project Representative III	\$105.00
Senior Technician VI	\$155.00	Senior Engineer I	\$175.00	Project Representative IV	\$110.00
Senior Technician VII	\$165.00	Senior Engineer II	\$180.00		
Senior Technician VIII	\$170.00	Senior Engineer III	\$185.00	OVERTIME	
Senior Technician IX	\$185.00	Senior Engineer IV	\$190.00	Overtime Surcharge	\$ 35.00
		Senior Engineer V	\$200.00		
		Senior Engineer VI	\$205.00		
		Senior Engineer VII	\$210.00		
		Senior Engineer VIII	\$225.00		

SURVEYORS AND CREWS

Survey Technician I	\$ 70.00	Professional Land Surveyor I	\$130.00	Total Station	\$ 25.00
Survey Technician II	\$ 85.00	Professional Land Surveyor II ...	\$140.00	ATV (4-hour minimum)	\$ 32.00
Survey Technician III	\$ 90.00	Professional Land Surveyor III ..	\$155.00	Resource Grade GPS	\$ 22.00
Survey Crew Chief I	\$ 95.00	Professional Land Surveyor IV ..	\$175.00	Electrofisher	\$ 25.00
Survey Crew Chief II	\$100.00	Professional Land Surveyor V ...	\$185.00	Unmanned Aircraft System	
Survey Crew Chief III	\$110.00	GPS Total Station	\$ 40.00	(UAS/Drone)	\$ 45.00
		Robotic Survey Station	\$ 30.00	GIS RTK GPS/GNSS Unit	\$ 32.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.585 per mile for standard highway vehicles as of January 1, 2022. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

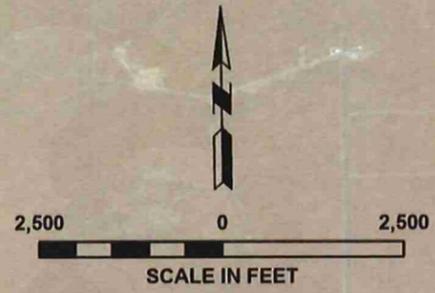
Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around March 1.

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Morrow County Industrial Unrestricted Tract A (913 Acres)
Morrow County Industrial Unrestricted Tract B (961 Acres)

PROPOSED HB 2017 FUNDED ROADWAY

Columbia Development Authority (197 Acres)

Project Progress (199 Acres)
88 Acres
270 Acres
Columbia Development Authority Industrial (2218 Acres)
Site Water and Sewer Infrastructure
NOWA Columbia Bas in Recharge and Recreation Area

75' NOWA PIPELINE AND UTILITY EASEMENT

WESTLAND ROAD INTERCHANGE EXIT 10

EAST U.P.R.R. SWITCH

MAIN DEPOT ENTRANCE

DEPOT INTERCHANGE EXIT 177



COLUMBIA DEVELOPMENT AUTHORITY
UMATILLA DEPOT PROPERTY
CONCEPTUAL SITE MAP
CDA INDUSTRIAL - HB 2017 ROADWAY

FIGURE
1