

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS MEETING**

Thursday December 14, 2023. 6:00 PM

Zoom Only

<https://us02web.zoom.us/j/87369759588?pwd=RFFDRjIzdFgrZFZOaFlxNlZxSndwQT09>

The Board Meeting adheres to a 1.25 hour meeting rule. Meeting discussion will conclude sharply at that time to allow for the last 3 agenda items. Any uncompleted or remaining business will be rolled over until the next monthly Board Meeting.

Domestic Water Supply District Meeting

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|---|------|
| I. Call to Order | Bill |
| II. Conflict of Interest Declarations | Bill |
| III. Public Comments | Bill |
| IV. Agenda Approval (Action) | Bill |
| V. Accept November Minutes (Action) – Pg. 2-3 | Bill |
| VI. Financial & Administrative Reporting | |
| A. Accept November Budget & Balance Sheet - Pg. 4-7 | Bill |
| B. Accept November Payment of Accounts - Pg. 8-9 | Bill |
| C. Accept Correspondence Requiring No Action | Bill |
| D. Treasurer’s Report | Sam |
| VII. Board Members Comments and Report | All |
| VIII. Watershed: | |
| Forest Procurement | Bill |
| A. Authorize contracting with recommended Roads Contractor (Action)- Pg. 10-24 | |
| B. RFP for Consulting Forester (Information) – Pg. 25-27 | Bill |
| IX. January Meeting | |
| A. Zoom? | |
| B. Resolution – New Contracting Rules and Procedures (Action) | |
| C. Authorize contracting with recommended Consulting Forester (Action) | |
| D. Watershed Public Access & Recreation Policy | |
| E. Other Agenda Items | |
| XI. Public Comments | Bill |
| XI. Adjournment | Bill |

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS MEETING
Thursday, November 16, 2023**

Pursuant to notice posted, the regular monthly Board Meeting for the Arch Cape Domestic Water Board was held at the Fire Hall.

In attendance: Water District: Bill Campbell, Chair, Tevis Dooley, Chris Mastrandrea, Bob Cerelli, Sam Garrison; Sanitary District: Casey Short, Chair, Darr Tindall, Thomas Mattia Excused: Steve Hill; Staff: Matt Gardner, Teri Fladstol, Public.

Combined meeting of Sanitary & Water Districts to discuss joint projects: Call to Order at 6:30pm made by Bill Campbell, Water President

Conflict of Interest Declarations; no conflict of interest was brought forward.

Water/Sanitary Districts Project Planning (Action) – An additional meeting is requested to ensure that everyone understands what is going on with the Project Planning. Two people are working on this, but it needs to be approved and agreed upon by both boards. Tom brought forward a general question regarding the expectation we have for understanding the report. Are we looking to hire someone to address the amount of work that needs to be completed and what is the skill set that is needed or a combination of both? Chair clarified that it is a combo of both and that we need to be very clear, and Matt will be able to present that information as we move forward. Board was asked if a virtual meeting would be acceptable and what time of day would work.

Strategic Planning Work Sessions will be held on the first week of the month, Wednesday at 3pm starting December 6th, 2023, and continue as long as needed.

Bill presented update on Information Technology Requirements & Grant: There will be two separate grants, due by January 10, 2024. A self-assessment needs to be completed, so far there are two major pieces of equipment that are needed that have not been budgeted for. Dale Mosby was unable to make it to present the current assessment outcome, so it is on-going. Grant amount being requested would be \$55,000.00. Teri explains the process; if we are given permission to actually ask for the grant, we have a supply list and format to follow. Discussion ensued about what else may be found under the assessment and what the grant funding may be used for. Combined discussion adjourned at 6:52.

Domestic Water Supply District Meeting (Immediately Following Combined Meeting)

Public Comments: None

Agenda Approval: Motion by Bob Cerelli to accept Agenda; Second by Sam Garrison, motion carried.

October Minutes: Motion by Chris Mastrandrea to accept Minutes as presented, Second by Tevis Dooley, motion carried.

Financial & Administrative Reporting: Discussion and explanation of specific line items. Treasurer report by Sam Garrison indicated everything has been reconciled and looks good; Discussion to authorize Casey Short to work with District Staff to assess current financial reports and to standardize the format of water district financial reports to be consistent with the Sanitary District, where and as it makes sense. Also, in conjunction with the Finance Committee recommendations, to work with District Staff to define a set of practices and reports for appropriately accounting for the receipt and usage of funds for the Forest separately and distinct from those of the utility. Motion by Bob Cerelli

to authorize Casey Short to work with Staff on both items; Second by Sam Garrison, motion carried.

Staff Report & Correspondence for Action: Matt Gardner, District Manager explains that most of the current work is reactive. Looking forward to future proactive processes as part of the planning work sessions discussed in the combined session.

Watershed Presentation: Bill Campbell presented updates to operations and financial briefing document for reference (page 14 of Board Packet). The purchase of the Forest was paid with Federal Grants and Matching Funds. There is previously planned for what it will cost to for the ongoing management and operations. Without any additional revenue the current funding is expected to last until 2031. This is a financial responsibility of the board. A few discussions of how this can be paid are:

Option 1: Harvest to pay operating costs Ecological Harvest (Years 10, 30 & 45) across Watershed Cumulative Operating Cash

Option 2: Harvest to pay operating costs Optimized Harvest (Years 10, 20, 30 & 40) outside SWPA Cumulative Operating Cash

Option 3: Rate Increase to pay operating costs Rate increase of \$110 / year starting in July 2025 Cumulative Operating Cash

Option 4: Harvest + Rates to pay operating costs Ecological Harvest (Years X, Y & Z) outside SWPA Cumulative Operating Cash and additional revenue possibilities include Donations, Grants and Levies.

Procurement of Roads / Forestry Services: Discussion of the processes required for services and how to procure services for road construction and forestry consultation (to replace Springboard Forestry) will need to be made before February 28, 2024. Motion made by Chris Mastrandrea to authorize the President of the Board to sign the amendment to the Springboard Consultant contract presented and to approve and adopt the Resolution 23-11, regarding exemption from competitive bidding requirements for the procurement process; second by Tevis Dooley, motion carried. Discussion ensued regarding RFP's for the forest management and further clarification of what road maintenance and what is allowed to be constructed through the Forest.

Board Reports: None other than Tevis Dooley update on the siding bids for the office.

December Action Items: Board Meeting changed to December 14 for approval of Road Contractors – Motion by Chris Mastrandrea, second by Tevis Dooley, motion carried.

Public Comments: Appreciation of the planning and staffing measures. It is nice to see everything happening and have confidence in the budgeting (John).

Motion to adjourn by Bob Cerelli, second by Chris Mastrandrea, meeting adjourned at 7:57 pm.

Submitted by:

Attest:

Teri Fladstol, Secretary

WFCampbell III

Teri Fladstol, Secretary

Arch Cape Domestic Water District
Balance Sheet
As of November 30, 2023

	<u>Nov 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
00-1000 · #1196 Main Checking	7,444.78
01-1100 · Local Gov Pool - Water 5783	206,067.01
03-1101 · Local Gov Pool - Forest 6469	
03-1102 · LGIP - Hollis Grant Funds	90,000.00
03-1101 · Local Gov Pool - Forest 6469 - Other	156,041.60
Total 03-1101 · Local Gov Pool - Forest 6469	<u>246,041.60</u>
Total Checking/Savings	<u>459,553.39</u>
Total Current Assets	<u>459,553.39</u>
TOTAL ASSETS	<u><u>459,553.39</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	800.00
Total Liabilities	<u>800.00</u>
Equity	
3200 · Retained Earnings	394,332.94
Net Income	64,420.45
Total Equity	<u>458,753.39</u>
TOTAL LIABILITIES & EQUITY	<u><u>459,553.39</u></u>

GENERAL FUND	2023/2024 Budget	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	YTD	% of Budget
Income								
01-4100 · Beginning Balance								
01-4101 · Undesignated Balance	\$ 105,837	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-4102 · Capital Reserve	\$ 75,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-4200 · IGA Income (Sanitary District)	\$ 157,500	\$ -	\$ 9,106	\$-	\$ 8,890	\$ 10,234	\$ 28,230	18%
01-4300 · Interest Income	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-4400 · Cannon View Park Services	\$ 800	\$ -	\$ -	\$ 1,313	\$ -	\$ -	\$ 1,313	164%
01-4501 · Meter Hook-Up Fee	\$ 1,400	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ 700	50%
01-4601 · User Fees	\$ 201,703	\$ 31,543	\$ 1,957	\$ 23,294	\$ 26,637	\$ 2,075	\$ 85,506	42%
01-4604 · Overage/Excess Usage	\$ 17,000	\$ 1,482	\$ 287	\$ 5,379	\$ 6,649	\$ 472	\$ 14,269	84%
01-4605 · Debt Service	\$ 20,740	\$ 2,973	\$ 204	\$ 2,093	\$ 2,563	\$ 195	\$ 8,028	39%
01-4700 · Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,851	\$ 4,851	
01-4751 · LGIP - Dividend	\$ -	\$ 1,244	\$ 1,650	\$ 1,820	\$ 1,999	\$ -	\$ 6,713	
01-4800 · Grant Revenue							\$ -	
Total Income	\$ 581,808	\$ 37,942	\$ 13,204	\$ 33,899	\$ 46,738	\$ 17,827	\$149,610	
Expense								
01-5999 · Inter-Govern Agreement (IGA)								
01-5000 · Personnel Services								
01-5001 · Wage - District Manager	\$ 80,000	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 33,333	42%
01-5002 · Wages - Operator	\$ 55,000	\$ 4,140	\$ 4,534	\$ 4,140	\$ 4,355	\$ 4,411	\$ 21,578	39%
01-5003 · Employer Payroll Taxes	\$ 12,500	\$ 1,071	\$ 1,083	\$ 921	\$ 943	\$ 948	\$ 4,966	40%
01-5004 · PERS Retirement	\$ 35,250	\$ 334	\$ 1,753	\$ -	\$ 584	\$ 1,209	\$ 3,880	11%
01-5005 · Medical Insurance	\$ 40,000	\$ 1,570	\$ -	\$ 785	\$ 1,570	\$ 791	\$ 4,715	12%
01-5006 · Worker's Compensation Insurance	\$ 3,400	\$ -	\$ -	\$ -	\$ (356)	\$ -	\$ (356)	-10%
01-6001 · Administrative Services	\$ 44,400	\$ 3,250	\$ 3,200	\$ -	\$ 6,400	\$ -	\$ 12,850	29%
01-6002 · Temporary Help	\$ 10,000	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 150	2%
01-6003 · Clothing Allowance	\$ 1,000	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ 156	16%
01-6004 · Education	\$ 2,700	\$ 414	\$ -	\$ -	\$ -	\$ -	\$ 414	15%
01-6005 · Travel	\$ 1,000	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ 225	23%
01-6006 · Office Supplies	\$ 2,300	\$ 50	\$ 146	\$ 221	\$ 40	\$ 231	\$ 688	30%
01-6007 · Postage	\$ 2,500	\$ 12	\$ 15	\$ -	\$ 580	\$ -	\$ 607	24%
01-6008 · Vehicle	\$ 4,000	\$ 217	\$ 286	\$ 288	\$ 2,409	\$ 320	\$ 3,520	88%
01-6100 · Bank Service Charges	\$ -	\$ -	\$ -	\$ 10	\$ 10	\$ 10	\$ 30	
01-6101 · Facilities Use (Santiary)	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-6102 · Payroll Administration Service	\$ 500	\$ 40	\$ 40	\$ 40	\$ 40	\$ -	\$ 160	32%
01-6103 · Liability & Property Insurance	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 9	\$ 9	0%

01-6104 · Licenses	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-6105 · Dues & Taxes	\$ 1,450	\$ -	\$ -	\$ 3,190	\$ (3,116)	\$ 520	\$ 594	41%
01-6106 · Professional Services	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-6107 · Auditing Service	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-6108 · Legal Services	\$ 9,500	\$ -	\$ -	\$ -	\$ -	\$ 2,350	\$ 2,350	25%
01-6109 · Notices	\$ 700	\$ 138	\$ -	\$ -	\$ -	\$ -	\$ 138	20%
01-6110 · Utilities	\$ 12,000	\$ 288	\$ 1,194	\$ 674	\$ 791	\$ 625	\$ 3,573	30%
01-6200 · Maintenance - Other	\$ 35,000	\$ 296	\$ 101	\$ 2,074	\$ 2,673	\$ 2,039	\$ 7,183	21%
Asbury Creek Supply Pump	\$ 8,000	\$ -	\$ -	\$ -	\$ 1,873	\$ -	\$ 1,873	23%
Building R&M	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hach TU5300	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
HMI Controller	\$ 3,000	\$ 2,101	\$ -	\$ -	\$ 312	\$ -	\$ 2,413	80%
Skid Filter (Evoqua)	\$ 4,000	\$ -	\$ -	\$ -	\$ 3,220	\$ -	\$ 3,220	81%
System Leak	\$ 9,000	\$ 679	\$ 902	\$ -	\$ -	\$ -	\$ 1,581	18%
01-6201 · Chemicals	\$ 6,500	\$ 265	\$ -	\$ 3,202	\$ -	\$ -	\$ 3,467	53%
01-6000 · Materials & Services - Other	\$ -	\$ -	\$ -	\$ -	\$ 639	\$ 4	\$ 643	
01-6700 · LGIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-6751 · LGIP - Service Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-7000 · Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-7001 · Meter Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-7002 · Access Road to WWTP	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-7501 · IFA Water Plant Upgrade	\$ 20,772	\$ -	\$ -	\$ -	\$ -	\$ 20,772	\$ 20,772	100%
01-8001 · Operating Contingencies	\$ 62,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-8003 · Undesignated	\$ 3,416	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expense	\$ 526,481	\$ 21,907	\$ 19,921	\$ 22,212	\$ 29,790	\$ 40,906	\$134,732	
Net Income		\$ 16,035	\$ (6,717)	\$ 11,687	\$ 16,948	\$ (23,079)	\$ 14,878	

CAPITAL FUND	2023/2024 Budget	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	YTD	% of Budget
Income								
02-4550 · SDC Revenue	\$ 13,163	\$ 6,390	\$ 7,281	\$ -	\$ -	\$ -	\$ 13,671	104%
Expense								
02-8000 · Contingency - Contingency								
02-8001 · Operating Contingencies - Cont	\$ 88,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Net Income		\$ 6,390	\$ 7,281	\$ -	\$ -	\$ -	\$ 13,671	104%

FOREST FUND	2023/2024 Budget	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	YTD	% of Budget
Income								
03-4100 · Beginning Balance - Forest Fund	\$ 409,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
03-4700 · Miscellaneous Income - Forest F		\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 800	
03-4751 · LGIP - Dividend - Forest Fund	\$ 14,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
03-4800 · Grant Revenue - Forest Fund		\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ 90,000	
03-4801 · Business OR - ARPA	\$ 776,626	\$ -	\$ 129,574	\$ -	\$ -	\$ -	\$ 129,574	17%
03-4804 · Safe Drinking Water (U22010)	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Income	\$1,230,354	\$ -	\$ 130,374	\$ 90,000	\$ -	\$ -	\$ 220,374	21%
Expense								
03-6751 · LGIP - Service Charge - Forest		\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 2	
03-6840 · Reimburs Grant Expense - Forest		\$ -	\$ 500	\$ 40,851	\$ 14,687	\$ 29,639	\$ 85,677	
03-7800 · Business OR - ARPA	\$ 638,899	\$ 500	\$ 180	\$ -	\$ -	\$ 500	\$ 1,180	0%
03-7801 · Permitting & Planning Fees	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
03-7802 · Forestry Services	\$ 48,258	\$ -	\$ 14,878	\$ 46,557	\$ -	\$ 2,550	\$ 63,985	133%
03-7803 · Project Management Services	\$ 98,969	\$ 27,533	\$ -	\$ -	\$ 6,125	\$ -	\$ 33,658	34%
03-8001 · Operating Contingencies - Fores	\$ 421,393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
03-8000 · Contingency - Forest Fund - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Total Expense	\$1,209,854	\$ 28,033	\$ 15,560	\$ 87,408	\$ 20,812	\$ 32,689	\$ 184,502	
Net Income		\$ (28,033)	\$ (14,760)	\$ 2,592	\$ (20,812)	\$ (32,689)	\$ 35,872	
Budgeted Income	\$1,825,325	\$ -	\$ (14,760)	\$ -	\$ -	\$ -	\$ 2	
Budgeted Expenses	\$1,825,325	\$ -	\$ (14,760)	\$ 40,851	\$ 14,687	\$ 29,639	\$ 85,675	

Num	Type	Date	Name	Account	Original Amount
2149	Check	11/2/2023	Jigsaw Consulting Services	01-6001 · Administrative Services	\$ 1,728.00
2149	Check	11/2/2023	Jigsaw Consulting Services	01-6001 · Administrative Services	\$ 1,472.00
2148	Bill	11/2/2023	Storey Kenworthy	A/C \Water Supply 01-6006 · Office Supplies	\$ 86.87
2149	Check	11/2/2023	Jigsaw Consulting Services	01-6007 · Postage	\$ 102.00
2149	Check	11/2/2023	Jigsaw Consulting Services	01-6007 · Postage	\$ 102.00
2146	Check	11/2/2023	Pacific Power	01-6110 · Utilities	\$ 186.89
2156	Bill	11/9/2023	Jackson Oil	00-1000 · #1196 Main Checking	\$ (507.28)
2157	Bill	11/9/2023	Meshier Supply	01-6000 · Materials & Services	\$ 3.80
2155	Bill	11/9/2023	Industrial Systems	01-6006 · Office Supplies	\$ 74.26
2156	Bill	11/9/2023	Jackson Oil	01-6008 · Vehicle	\$ 36.92
2156	Bill	11/9/2023	Jackson Oil	01-6008 · Vehicle	\$ 36.92
2156	Bill	11/9/2023	Jackson Oil	01-6008 · Vehicle	\$ 123.26
2156	Bill	11/9/2023	Jackson Oil	01-6008 · Vehicle	\$ 123.25
2160	Bill	11/9/2023	SDIS	01-6103 · Liability & Property Insurance	\$ 9.00
2159	Bill	11/9/2023	SDAO	01-6105 · Dues & Taxes	\$ 445.00
2162	Bill	11/9/2023	Blair Henningsgarrad Attorney at Law	01-6108 · Legal Services	\$ 1,950.00
2153	Bill	11/9/2023	CenturyLink	01-6110 · Utilities	\$ 161.91
2158	Bill	11/9/2023	Pacific Power	01-6110 · Utilities	\$ 147.82
2156	Bill	11/9/2023	Jackson Oil	01-6200 · Maintenance	\$ 186.93
	EFT	11/13/2023	Oregon PERS	2401 · Payroll PERS Liability	\$ 400.00
	EFT	11/13/2023	Oregon PERS	A/C Domestic Water Supply 01-5004 · PERS Retirement	\$ 584.33
	EFT	11/13/2023	Oregon PERS	A/C Domestic Water Supply 01-5004 · PERS Retirement	\$ 20.00
	EFT	11/13/2023	Oregon PERS	A/C Sanitary District 01-5004 · PERS Retirement	\$ 604.32
	EFT	11/14/2023	Sure Payroll	2401 · Payroll PERS Liability	\$ (200.00)
	EFT	11/14/2023	Sure Payroll	A/C Domestic Water Supply 01-5001 · Wage - District Manager	\$ 1,666.67
	EFT	11/14/2023	Sure Payroll	A/C Sanitary District 01-5001 · Wage - District Manager	\$ 1,666.66
	EFT	11/14/2023	Sure Payroll	A/C Domestic Water Supply 01-5002 · Wages - Operator	\$ 1,102.64
	EFT	11/14/2023	Sure Payroll	A/C Sanitary District 01-5002 · Wages - Operator	\$ 1,102.64
	EFT	11/14/2023	Sure Payroll	A/C Domestic Water Supply 01-5003 · Employer Payroll Taxes	\$ 237.08
	EFT	11/14/2023	Sure Payroll	A/C Sanitary District 01-5003 · Employer Payroll Taxes	\$ 237.08
2151	Check	11/16/2023	VOIDED		\$ -
2154	Bill	11/16/2023	Haglund Kelley LLP	01-6108 · Legal Services	\$ 400.00
	EFT	11/16/2023	Verizon Wireless	01-6110 · Utilities	\$ 128.44

EFT	11/16/2023	Anatek Labs		01-6200 · Maintenance	\$	300.00
2150 Check	11/16/2023	Business Oregon		01-7501 · IFA Water Plant Upgrade	\$	17,193.57
2150 Check	11/16/2023	Business Oregon		01-7501 · IFA Water Plant Upgrade	\$	3,578.13
EFT	11/27/2023	Microsoft Store	A/C Domestic Water Supply	01-6006 · Office Supplies	\$	35.00
EFT	11/27/2023	Microsoft Store	A/C Sanitary District	01-6006 · Office Supplies	\$	34.99
EFT	11/29/2023	MODA Health	A/C Domestic Water Supply	01-5005 · Medical Insurance	\$	392.43
EFT	11/29/2023	MODA Health	A/C Sanitary District	01-5005 · Medical Insurance	\$	392.42
EFT	11/30/2023	Sure Payroll		2401 · Payroll PERS Liability	\$	(200.00)
2165 Check	11/30/2023	Branom Instrument Co	VOIDED	00-1000 · #1196 Main Checking	\$	-
EFT	11/30/2023	Sure Payroll	A/C Domestic Water Supply	01-5001 · Wage - District Manager	\$	1,666.66
EFT	11/30/2023	Sure Payroll	A/C Sanitary District	01-5001 · Wage - District Manager	\$	1,666.67
EFT	11/30/2023	Sure Payroll	A/C Domestic Water Supply	01-5002 · Wages - Operator	\$	1,102.64
EFT	11/30/2023	Sure Payroll	A/C Sanitary District	01-5002 · Wages - Operator	\$	1,102.64
EFT	11/30/2023	Sure Payroll	A/C Domestic Water Supply	01-5003 · Employer Payroll Taxes	\$	237.07
EFT	11/30/2023	Sure Payroll	A/C Sanitary District	01-5003 · Employer Payroll Taxes	\$	237.07
2166 Check	11/30/2023	SDIS		01-5005 · Medical Insurance	\$	5.78
EFT	11/30/2023		1st Security Bank	01-6100 · Bank Service Charges	\$	10.00
2164 Check	11/30/2023	Oregon Health Authority - OHA Cashier		01-6105 · Dues & Taxes	\$	75.00
2163 Check	11/30/2023	Branom Instrument Co		01-6200 · Maintenance	\$	1,552.50

FOREST

2145 Check	11/2/2023	D&D Forestry, LLC	A/C Domestic Water Supply	03-6840 · Reimburs Grant Expense - Forest	\$	15,997.13
2147 Check	11/2/2023	Springboard Forestry	A/C Domestic Water Supply	03-6840 · Reimburs Grant Expense - Forest	\$	13,713.54
2167 Check	11/27/2023	Bayview Asphalt		03-6840 · Reimburs Grant Expense - Forest	\$	428.19
2149 Check	11/2/2023	Jigsaw Consulting Services		03-7800 · Business OR - ARPA	\$	500.00
2161 Bill	11/9/2023	State Forester		03-7802 · Forestry Services	\$	2,549.52

Forest Procurement - Topic Description
December 14, 2023

Background

The District is now in the process of procuring services for roads construction and for forestry consultation to replace Springboard Consulting. Two procurements will need to be made over the next several months.

- 1) **A Roads Contractor need to be engaged** to complete the roads work outlined in the Ecological Roads Assessment and depicted in the attached Road Map. The work is targeted to be done in the Spring -Summer of 2024 and 2025 and 2026 if necessary. This is time and material work with a Not to Exceed \$575,000. It has been approved by Business Oregon and will be paid with ARPA funds.

10 Requests for Proposal (RFPs) were distributed and 2 responses were received. The response from Vinson Brothers Construction was recommended to the Forest Management Committee and approved by them.

Next Steps:

- Issue a 'Notification of Intent to Award' to Vincent Brothers Construction
- Authorize the President of the Board, working in concert with Springboard Forestry legal counsel, to negotiate and sign a contract with Vinson Brothers Construction. A contract template has already been prepared by our legal counsel.

Attached: Vinson Brothers Construction Bid Packet, Contract Template

- 2) **A Consulting Forester need to be engaged** to continue the forestry consulting work that Ben has been doing and to do Roads Contract Management during roads construction. At the completion of the roads construction, the Consulting Forester will only provide Forestry Services as identified as part of the Operations and Financial Planning process.

This person will be funded by ARPA through the roads construction work.

An RFP has been developed and distributed.

Next Step: Ideally, at the January Board Meeting, the Board will be presented with a recommendation for contracting with a Consulting Forester

Attached: Request for Proposal for Consulting Forester

Board Objective - Action

Motion:

Issue an Intent to Award the Roads Contractor contract to Vinson Brothers Construction and Authorize the President of the Board to negotiate and sign a contract with Vinson Brothers Construction.

PROPOSAL FORM

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
2024 Road Work Contract

Proposals Opening December 5, 2023
10:00 AM Pacific Daylight Savings Time

Submitted to: email preferred: billcampbellacutil@gmail.com. By mail or hand-delivery to Office
Address allowable, must arrive prior to bid opening

Please complete the following proposal form and submit with:

1. Screenshot of Active SAMs registration
2. Start date availability
3. List of all available equipment and rates
4. List of relevant contracting experience
5. Current OBT rates for quarry rock (.25", .75", 1.5", 4")

Bidder: Vinson Brothers Construction

Tax ID No.: 93-0720944

Address: 92740 Knappa Dock Rd
Astoria, OR 97103

Phone: 503-458-6561

Email: VBC.thomasclark@gmail.com

Authorized Representative Thomas Clark Operations Manager
(Signature and Title)

Printed Name Thomas Clark Date 12-4-2023

Two references, please include name, company, and phone contact.

Reference 1: Tyler Robins, Hampton, 503-728-8192

Reference 2: Cole Hatcher, ODF, 503-298-8447

Current ODF Rates For Lumber and Products

6.25"	\$12.50/ton
4.75"	\$14.50/ton
1.50"	\$24.50/ton
4"	\$13.15/ton
1x4 flat	\$8.75/ton

Net Price For Products #1 - #5
\$298,000

Thank you for your contribution.

Thomas Cook
Operations Manager
Kaiser Brothers Construction
KaiserBrothers.com
503-488-9000

V.B. Construction Inc.
92740 Knappa Dock Rd.
Astoria, OR 97103
Phone (503) 458-6561
Fax (503) 458-6763

Please review the following information regarding the Arch Cape Domestic Water Supply District road maintenance and repair bid project.

Equipment will be available for this project starting January 1, 2024 or as weather and in-water work periods permit.

Please see the equipment rate sheet attached for a list of hourly rates and available equipment.

Relevant Contracting experience

30+ years of experience in road construction, reconstruction, maintenance, rock pit development, environmental rehabilitation projects, stream habitat enhancement projects, and related tasks for large industrial land owners such as, Hampton tree farms, Lewis and Clark tree farm, Port Blakely industrial timber lands, Oregon Department of Forestry, Astoria watershed, Arch Cape Domestic Water Supply District, and partner organizations such as the North Coast Watershed Association.

Current OBT Rates for Crushed Rock Products

0.25"	\$19.50/Ton
0.75"	\$14.50/Ton
1.50"	\$14.50/Ton
4"	\$13.15/Ton
Pit Run	\$8.75/Ton

Bid Price For Projects #1 - #5

\$153,000

Thank you for your consideration

Thomas Clark
Operations Manager
Vinson Brothers Construction
vbc.thomasclark@gmail.com
503-488-9032

SAM.gov | Register Entity x GSAFSD Tier 0 Knowledge Base x +

https://sam.gov/workspace/em/entities/register

Trucking Online Clatsop County She... Google UCR Registration | Feder... FERNS - Sign In OregonSaves | Home BuildingPermits.Ore... State of Oregon: W... All Bookmarks

Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID:

YZCUN8NU2G88

VERIFIED SAM RECORD

VB CONSTRUCTION, INC

92740 KNAPPA DOCK RD ASTORIA, OR 97103-8424 USA	Year of Incorporation 1978
	State of Incorporation OR

You can **go to your Workspace** to view your Unique Entity ID or update your entity record.

Type here to search

Weather alert 12:08 PM 12/4/2023

V.B. Construction Inc.
92740 Knappa Dock Rd.
Astoria, OR 97103
Phone (503) 458-6561
Fax (503) 458-6763

2023 Equipment Price List**Hourly Rate**

1	CAT, 324 Excavator, #70,000, 2 buckets, thumb, grapple, stump splitter	\$165.00
2	CAT 312 Excavators, #30,000, 3 buckets, tilthead, brush cutter, thumb	\$135.00
1	CAT 314 Excavator, #30,000, 3 buckets, tilthead, thumb, blade	\$135.00
1	CAT 303.5 Excavator, 3 buckets, #8,000	\$120.00
1	Linkbelt 300 X4 Excavator	\$165.00
1	Kobelco 160-S Bladerunner Excavator	\$148.00
1	Takeuchi TB240 Excavator	\$120.00
1	Takeuchi TB240 Excavator w/Brusher	\$120.00
1	John Deere 410J Tractor Backhoe	\$110.00
1	CAT D-3 Dozer, #17,000	\$110.00
2	CAT D-6 Dozers, 1 w/grapple, 1 w/ripper	\$145.00
1	CAT 950 Loader, 3yd	\$100.00
1	CAT 936 Loader, 3yd	\$100.00
1	John Deere Front Loader 624	\$100.00
1	John Deere 872, Grader 6wd	\$150.00
1	CAT 563 Compactor, 84in drum	\$100.00
1	CAT 247 Track Skid Steer, any attachment	\$110.00
1	John Deere, 4wd Brush Cutter	\$115.00
1	New Holland Brush Cutter	\$115.00
4	Dump Trucks, 11yd	\$100.00
	Dump Trucks w/3 axel pups, pull belly dumps	\$130.00
	Dump Truck w/tilt deck	\$130.00
1	Belly Dump 20 yard w/truck	\$130.00
1	32' Round Boulder/debris trailer (tow w/lowboy)	\$120.00
1	Truck Heavy Equipment - Lowboy 50 Ton	\$175.00
1	Water Truck	\$100.00
1	CAT 518 Skidder	\$100.00
1	Log Loader - 324	\$165.00
1	Log Loader - 322	\$165.00
1	Doosan 225LL Log Loader	\$165.00
1	John Deere 2054 Log Processor	\$165.00
1	Doosan 225LL Processor	\$165.00
1	521 Feller Buncher	\$165.00
1	Volvo Haul Truck	\$130.00
1	Mechanic Shop Truck	\$110.00
1	Short Logger	\$120.00
3	Long Loggers	\$100.00
	Welder	\$75.00
	Pickup and trailer	\$115.00
	Labor	\$55.00
	Specialty Labor	\$65.00

***For prevailing wage jobs, an additional \$12/ hour will be added to each rate excluding non-operator rates**

**ARCH CAPE WATER SUPPLY DISTRICT
CONTRACT FOR ROAD MAINTENANCE SERVICES**

This Contract made and entered into this ____ day of _____, 2023 by and between the Arch Cape Domestic Water Supply District, an Oregon Special District hereinafter called "District", and _____ hereinafter called "CONTRACTOR", duly authorized to perform such services in Oregon.

WHEREAS, the DISTRICT requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as DISTRICT does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR SERVICES

- a) CONTRACTOR shall perform professional services, as outlined in the Attachment A, to the DISTRICT regarding the provision of forest road maintenance services.
- b) CONTRACTOR'S services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.
- c) The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than _____ -

2. COMPENSATION

- a) The DISTRICT agrees to pay CONTRACTOR a total not to exceed \$ _____ price for performance of those services provided herein;
- b) The CONTRACTOR will submit monthly billings for payment which will be based upon time and materials for the work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 60 days of receipt by DISTRICT.
- c) DISTRICT certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as DISTRICT deems applicable.

4. DISTRICT'S REPRESENTATIVE

For purposes hereof, the DISTRICT'S President, Bill Campbell or his designated representative.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____

6. DISTRICT'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the DISTRICT shall furnish to the CONTRACTOR access to all relevant maps, aerial photographs, reports and site information which is in the DISTRICT's possession concerning the project area. In addition, the DISTRICT shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings with appropriate District staff or personnel, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

- a) CONTRACTOR'S services shall be provided under the general supervision of DISTRICT's Consulting Forester or his/her designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

- b) CONTRACTOR acknowledges that for all purposes related to this Contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the DISTRICT, shall not be entitled to benefits of any kind to which an employee of the DISTRICT is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the DISTRICT for any purpose, DISTRICT shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the Contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from DISTRICT or third party) as result of said finding and to the full extent of any payments that DISTRICT is required to make (to CONTRACTOR or a third party) as a result of said finding.

- c) The undersigned CONTRACTOR hereby represents that no employee of the DISTRICT, or any partnership or corporation in which a DISTRICT employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

DISTRICT may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if DISTRICT breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for DISTRICT.

9. ACCESS TO RECORDS

DISTRICT shall have access to such books, documents, papers and records of CONTRACTOR as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither DISTRICT nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the DISTRICT to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its Officers, agents and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to DISTRICT, CONTRACTOR, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The DISTRICT this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

16. INSURANCE

- a) Prior to starting work hereunder, PURCHASER shall obtain and maintain the following insurance: \$2,000,000 Commercial General Liability, \$1,000,000 Automobile Liability, \$1,000,000 Logger's Broad Form and \$1,000,000 excess or umbrella policy. DISTRICT will be listed as an "Additional Insured" on each policy. Such insurance shall provide a waiver of subrogation in favor of City. Coverage shall include CONTRACTOR, Sub-contractors, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to DISTRICT. A copy of an insurance certificate in form satisfactory to DISTRICT certifying the issuance of such insurance shall be furnished to DISTRICT. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days written notice to DISTRICT
- b) Additional Insured. The liability insurance coverage shall include DISTRICT and its officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONTRACTOR shall furnish a certificate to DISTRICT from each insurance company providing insurance

showing that the DISTRICT is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

- c) Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONTRACTOR or its insurer(s) to DISTRICT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

- a) CONTRACTOR shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.
- b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractors incurred in the performance of the contract.
- c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

20. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

21. PREVAILING WAGE REQUIREMENTS

- a) Contractor shall comply with the prevailing wage rate requirements that are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), Contractor shall comply with PWR, specifically:
- b) Require its contractors and subcontractors to pay the applicable PWR rates at or above the prevailing rate of wage.

- c) Comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board.
- d) Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
- e) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations performed under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs.
- f) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups.

22. STANDARD OF CARE

The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional engineers or CONTRACTORS performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

23. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the DISTRICT and CONTRACTOR and has no third party beneficiaries.

24. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.

CONTRACTOR shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent of the DISTRICT. DISTRICT will consent only when assignment is consistent with DISTRICT'S fiduciary duties. No such written approval shall relieve CONTRACTOR of any obligations under this Contract, and any transferee shall be considered the agent of the CONTRACTOR and bound to perform in accordance with the Contract. CONTRACTOR shall remain liable as between the original parties to the Contract as if no assignment had occurred. CONTRACTOR acknowledges and agrees that if CONTRACTOR subcontracts all or any part of the Operations, such subcontracting shall in no way relieve CONTRACTOR of any responsibility under this Contract. CONTRACTOR shall notify DISTRICT in writing of the names and addresses of each subcontractor prior to the commencement of any Contract work by the subcontractor.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between DISTRICT and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

ARPA FUNDING REQUIRED CONTRACT CLAUSES

27. CONTRACTOR MUST BE REGISTERED IN SAM.GOV

CONTRACTOR shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

28. WHISTLEBLOWER

CONTRACTOR shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub.L.107-174. 29 CFR §1614.703 (d).

29. INSPECTIONS; INFORMATION

CONTRACTOR shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- a) Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- b) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- c) Interview any officer or employee of CONTRACTOR, or its subcontractors, regarding the Project.

30. EQUAL OPPORTUNITY

CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

31. COPELAND "ANTI-KICKBACK" ACT

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

32. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. PROHIBITION ON PURCHASING TELECOMMUNICATIONS OR SURVEILLANCE EQUIPMENT, SERVICES, OR SYSTEMS

As required by 2 CFR 200.216, federal grant or loan CONTRACTOR and subcontractors are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a

contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

34. PREFERENCE FOR UNITED STATES MADE GOODS

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

35. PROCUREMENT OF RECOVERED MATERIALS OVER \$10,000

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

36. TERMINATION FOR CAUSE AND FOR CONVENIENCE

CONTRACTOR shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. DISTRICT shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. DISTRICT shall exercise this option by giving CONTRACTOR written notice of termination. The notice shall specify the date on which termination shall become effective.

37. CERTIFICATION FORM LOCATED IN APPENDIX 1. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

39. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act.

Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

40. CLEAN AIR ACT, CLEAN WATER ACT AND EPA

CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

41. BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Upon any breach of this Agreement by CONTRACTOR, DISTRICT shall have all remedies available to it both in equity and/or at law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
an Oregon Special District

BY: _____
W.E. Campbell, III Board Chair

Date

BY: _____
CONTRACTOR Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

Signed : _____
Title: _____
Date: _____

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
SOLICITATION OF CONSULTING FORESTER**

- PROJECT NAME:** 2024 Consulting Forester
- RFP Q&A (VIA ZOOM)** Monday, December 18th. 10:00 AM. Zoom link available upon request.
- BID OPENING:** January 9, 2023. 10:00 AM
- BID SUBMISSION:** email preferred: billcampbellacutil@gmail.com. By mail or hand-delivery to Office Address allowable, must arrive prior to bid opening
- OFFICE ADDRESS:** 32065 E. Shingle Mill Ln. Arch Cape, OR 97102 Office Phone: 503-436-2790
- DIRECT INQUIRIES TO:** Ben Hayes- Cell 971-678-9464

PROJECT LOCATION

The project area is located behind locked gates on the Hug Point Mainline and associated spur roads. The project area is located SE of Cannon Beach, OR, directly to the east of the community of Arch Cape. The subject property is a 1453-acre forest, which is owned to protect the Arch Cape Domestic Water Supply District Drinking Water Source Area. The property is managed for the primary objective of protecting source water quality and quantity.

PROJECT DESCRIPTION

The Arch Cape Domestic Water Supply District (the District) is seeking the services of a consulting forester to provide management and oversight of the Arch Cape Forest. The period of this contract (2024-2026) is focused on completing a series of federally funded road decommissioning and maintenance projects, as well as general management and property oversight.

The District has identified 5 priority road maintenance / major decommissioning projects, as well as an additional 5.6 miles of road decommissioning (pages 118 – 135 of [Ecological Roads Assessment](#)).

The consultant will work with the outgoing forester to take over management of these projects. The consultant will have primary responsibility for overseeing and managing project work once successfully contracted. The consultant will also have primary responsibility for notifications with the Oregon Department of Forestry and Oregon Department of Fish and Wildlife (notification are to be submitted by the outgoing forester) The work is planned for the summer 2024 and 2025 in-water work period but will begin as early as March 2024, and may extend into 2026.

The forester will also serve two additional roles – supporting the planning efforts of the District board, supporting the district staff as they take on property management responsibilities. In addition, the consultant will work with the Arch Cape Forest Management Committee, Arch Cape Water District Board of Directors, and District Staff, to provide documentation, updates, and other deliverables required for funders and project partners. The consultant will not have responsibility for basic property management capacities such as key checkout / logs, fire response / coordination, or recreational access management.

CONTRACTOR REQUIREMENTS

The District is seeking a consultant with experience overseeing forestland property management and managing road decommissioning and mitigation projects. Past experience may include projects for industrial / institutional timber owners, state, local, or tribal landowners, and land-trust or other conservation groups. Consultant should have familiarity with the Oregon Forest Practices Act and the NOAP process. Although NOAPs and written plan will be submitted, the forester will need to work with ODF staff to ensure project compliance.

The consultant will have a contract administration relationship to the President of the Board of Directors.

Primary consultant tasks will include:

- Work with staff, contractors and other partners to protect source water during all project stages
- Provide forestry expertise to the District board, to include development of policies and procedures.
- Support District staff in property management tasks.
- Monitor contractors for compliance with project design and contract requirements.
- Serve as the Arch Cape Domestic Water Supply District point person for all contractors and sub-contractors working on road projects and decommissioning.
- Serve as the District point person for regulatory compliance, including ODF and ODFW.
- Provide written sign-off on projects as they are completed to specification.

Consultant must be prepared to work independently and provide all necessary tools, equipment, vehicle, and other materials necessary to complete the above scope of work. In addition, contractor may not have a financial interest or other conflict of interest that could affect the hiring or management of project contractors.

SELECTION CRITERIA

- Experience providing forest management and oversight for similar forestland: 45%

- Experience in DWSA / community forest management and protection: 15%
- Background overseeing road maintenance and decommissioning: 15%
- Proximity: 15%
- Cost: 10%

PROJECT PROPOSALS

Interested parties should submit a proposal that demonstrates expertise outlined in the selection criteria including but not limited to the following: 1) Resumes for all consultants / subcontractors 2) rate sheet for anticipated expenses 3) project total cost estimate 4) list of relevant experience 5) minimum of 2 references with phone and email contact information.

See attachment 1 for a sample contract and scope. Please note SAMS registration requirement.

The process will follow the RFP/Competitive Proposal procedures identified for Special Districts of Oregon. All proposals will be opened, viewed and evaluated following the close of the proposal window on January 9, 2024 at 9:59 AM. All bids will be evaluated starting at 10:00 AM on January 9, 2024 by District Representatives and/or district designated staff to receive these proposals. An evaluation of each proposal will be made against the criteria listed in the RFP. Following the evaluation of all proposals, all applicants will receive a notice of intent to award of the contract.