

**AGENDA**  
**CITY COUNCIL - CITY OF ONTARIO, OREGON**  
April 4, 2011, 7:00 p.m., M.T.

**1) Call to order**

Roll Call: Norm Crume \_\_\_\_\_ Jackson Fox \_\_\_\_\_ Charlotte Fugate \_\_\_\_\_ Dan Jones \_\_\_\_\_  
David Sullivan \_\_\_\_\_ Ron Verini \_\_\_\_\_ Mayor Joe Dominick \_\_\_\_\_

**2) Pledge of Allegiance**

This Agenda was posted on Wednesday, March 30, 2011, and a study session was held on Thursday, March 31, 2011. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at [www.ontariooregon.org](http://www.ontariooregon.org).

**3) Motion to adopt the entire agenda**

**4) Consent Agenda: Motion Action Approving Consent Agenda Items**

- A) Approval of Minutes of Regular Meeting of 3/21/2011 ..... 1-5
- B) Ordinance #2656-2011: Repealing OMC 3-10-1 (Final Reading) ..... 6-7
- C) Resolution #2011-108: Accept/Expend FEMA Assistance to Firefighters Grant for 30 Sets of Firefighter Turnouts ..... 8-10
- D) Approval of the Bills

**5) Public Comments:** Citizens may address the Council on items not on the Agenda. Council may not be able to provide an immediate answer or response, but will direct staff to follow up within three days on any question raised. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

**6) Old Business**

- A) Engineering Design Agreement with Anderson-Perry for SE 2<sup>nd</sup> Street ..... 11-28

**7) New Business**

- A) Resolution #2011-107: Modify Grant Fund Budget for FAA Grant #3-41-0044-010 ..... 29-31
- B) FAA Project Bid Award: Valley Paving ..... 32-37
- C) Kimley-Horn Contract Addendum ..... 38-59

**8) Topics for Discussion (Thursday):**

- A) Railroad Underpass Feasibility Design Study Scope of Work
- B) East Idaho / East Lane Signalization: ODOT Presentation
- C) Pedestrian Crossing Grant Proposal
- D) Nadine Drive Annexation Update
- E) Oregon Public Meetings Law & Employee Residency Requirements: City Attorney (if time allows)
- F) Council Rules and Procedures (if time allows)

**9) Correspondence, Comments and Ex-Officio Reports**

**10) Adjourn**

*MISSION STATEMENT: TO PROVIDE A SAFE, HEALTHFUL AND SOUND ECONOMIC ENVIRONMENT, PROGRESSIVELY ENHANCING OUR QUALITY OF LIFE*

**COUNCIL MEETING MINUTES**  
**March 21, 2011**

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, March 21, 2011, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Jackson Fox, Charlotte Fugate, David Sullivan, and Ron Verini. Dan Jones was excused.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, Bob Walker, Mark Alexander, and Dave Stiefvater. Due to construction at City Hall, the meeting was unable to be video taped or televised.

Norm Crume led everyone in the Pledge of Allegiance.

**AGENDA**

Ron Verini moved, seconded by Jackson Fox, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones- out; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**CONSENT AGENDA**

Councilor Fox asked who saw and/or reviewed the bills prior to them being presented to the Council for payment.

Mr. Lawrence indicated that he saw them after they had been reviewed in the finance department. Following approval by the Council, checks were disbursed the next day.

Councilor Fox stated that seemed a bit backwards. He didn't just want to blindly approve the bills.

Mr. Lawrence stated no check would be mailed without review and approval by the Council.

Councilor Fox stated there seemed to be some duplicate billings; for example, to Grant Mechanical.

Mr. Lawrence stated that was for regular maintenance, per a contract with Grant Mechanical.

Councilor Fox stated there were others with duplicated payments, it seemed.

Mayor Dominick stated they were duplicated payments, they were split payments between various departments. Looking at the "who" charged to line, there might be several paying into one lump payment.

Councilor Fox stated he had been hearing that the Aquatic Center didn't even know if it would remain open, yet \$11K had been spent on an architect.

Mr. Lawrence stated that had been done under Council direction, and the issue would be brought before the Budget Committee and the Council as how to pay for the necessary renovations.

Charlotte Fugate moved, seconded by David, to approve Consent Agenda Item A: Approval of Minutes of Regular Meeting of 03/07/2011; Item B: Approval of Minutes of Telephonic Meeting of 03/15/2011; Item C: Ordinance #2654-2011: Request for Street Vacation; Portion of SW 2<sup>nd</sup> Avenue between SW 4<sup>th</sup> Street and SW 6<sup>th</sup> Street as Proposed by Ontario 8C School District (Final Reading); and Item D: Approval of the Bills. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-out; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**PRESENTATION**

**Pheasants Forever Update**

Dave Stiefvater presented an updated to the Council on the activities with Pheasants Forever. He thanked the Council for their support on the various projects.

**NEW BUSINESS**

**Ordinance #2656-2011: Repealing OMC 3-10-1 (1s Reading)**

Larry Sullivan, City Attorney, stated the proposed ordinance was a housekeeping item, to repeal an ordinance that conflicted with the Telecommunications chapter of the Ontario City Code. Section 3-10-1 of the Ontario City Code was originally enacted in 1951 and amended in 1960. It imposed a 2% annual tax on the local gross revenues of telephone companies operating in the City limits. In 1996, comprehensive federal legislation was enacted that severely limited the authority of municipalities to tax telecommunications carriers, including telephone companies. After the passage of that federal legislation, the City enacted various code provisions consistent with the 1996 Telecommunications Act. Those provisions were in Chapter 2 Title 3 of the City Code, and authorized the City to charge fees for the use of the City rights of way. Section 3-10-1 conflicted with those provisions of the City Code and should be repealed. None of the franchise agreements that the City had with telecommunications carriers referred to Code Section 3-10-1, and the repeal of that ordinance would not have any legal effect on those franchise agreements.

Charlotte Fugate moved, seconded by Ronald Verini, that the City Council enact Ordinance #2656-2011, AN ORDINANCE REPEALING SECTION 3-10-1 OF THE ONTARIO CITY CODE, on First Reading by Title Only. Roll call vote: Crume-yes; Fox- yes; Fugate-yes; Jones-out; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**Ontario Golf Course Pro-Shop Consignment Agreement**

Larry Sullivan, City Attorney, stated David Boles of Flagstick Golf Center in Fruitland, Idaho, sent a letter to Henry Lawrence in which he proposed to stock the Golf Course Pro Shop with merchandise. The proposed Agreement was based on that proposal. It was referred to as a consignment agreement because the inventory would continue to be owned by Mr. Boles until it was sold by the City's golf course staff. Under the Agreement, the City would retain 15% of gross merchandise sales and disburse the rest to Mr. Boles.

David Sullivan moved, seconded by Jackson Fox, that the City Council approve the Ontario Municipal Golf Course Pro Shop Consignment Agreement with David Boles. Roll call vote: Crume-yes; Fox- yes; Fugate-yes; Jones-out; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**Engineering Design Agreement with Anderson-Perry for SE 2<sup>nd</sup> Street**

Bob Walker, Deputy Public Works Director, stated the proposed Agreement with Anderson-Perry and Associates of La Grande, Oregon provided for the preparation of plans and estimates for the rehabilitation/reconstruction of SE 2<sup>nd</sup> Street from East Idaho Avenue to SE 18<sup>th</sup> Avenue. That roadway was the number one priority within the City for reconstruction, and completion of the plans would enable the City to be in a position to take advantage of potential state or federal funding. In June, 2009, staff received budget approval for the design.

The proposed project was to provide the engineering design for rebuilding SE 2nd Street from East Idaho Avenue to SE 18th Avenue, bringing it up to a standard that would allow the street section to hold up to the truck traffic load it was currently supporting.

At present, SE 2nd Street was experiencing deterioration of the structural integrity of the street section due to inadequate road base material and pavement depth that was needed to support the loading it currently was receiving. The roadway was built many years ago with inadequate sub-grade, sub-base, and pavement for the

current truck weight limits. By rebuilding the section of street, the north /south freight route would become more user accessible and user friendly and would be built to withstand the volume of traffic that was traveling on it for local business and access to the south bypass. The design would provide for upgrades to the existing utilities (sewer, storm and water), replacement of curbs, gutters and sidewalks, and the installation of an upgraded road section along SE 2nd Street.

On December 22, 2010, staff received formal responses to the RFP for this project from six firms: Anderson-Perry Associates of La Grande, Oregon; CH2M-Hill of Boise, Idaho; Engineering and Waste Solutions of Boise, Idaho; Ferguson Surveying and Engineering, of Mt. Vernon, Oregon; Holladay Engineering of Payette, Idaho; and Keller Associates of Meridian, Idaho. Chuck Mickelson, Bob Walker, Bret Turner and Norm Crume each reviewed the proposals. Each of the firms presented an excellent proposal and it was obvious that each of them could be successful in preparing the plans and specifications. However, after ranking each of the firms on schedule, resumes (qualifications of the personnel to be assigned to the project), references and similar projects completed, along with locations where the work would be completed, the committee unanimously selected Anderson Perry as the highest ranked firm based on their proposal.

The project would be designed to Federal Highway Administration and ODOT standards. Anderson-Perry and Associates had significant experience in preparing plans and specifications to those standards and performed very effectively in the Phase 1 of North Oregon Street project. CK3 would conduct the surveying for the project.

The project needed to be designed, regardless of whether or not the City was successful in securing funding. Without the design, which made it a "Shovel Ready" project, it would be difficult to obtain stimulus funds. Consequently, the street would continue to deteriorate due to truck loading, weathering and water damage. The City was required to maintain the City streets in a serviceable condition. If the street was not built to a serviceable standard, it would be a continuous maintenance issue, resulting in more costs to the taxpayers.

Approval of the Agreement with Anderson Perry would be for a lump sum amount of \$143,000. The project was included in the 2009 – 2011 budget as STR-7 in the amount of \$175,000. When and if the project was approved for construction funding, there would need to be an amendment to the proposed Agreement for completion of the specifications, preparation of an environmental study, if needed, and other additional services during construction, including an inspection.

Councilor Fox asked if there was any other funding available, or were they counting on stimulus money?

Mr. Walker stated the Street Fund was poor, but the proposed project was the #1 priority in the City. A piece of 5<sup>th</sup> to Idaho had deteriorated. They had done a temporary seal coat, but the truck traffic beat that road up. There were also issues with the storm drain. The goal was to have the design run from Idaho to 18<sup>th</sup>. If there was no stimulus money, a developer coming in would have to have it designed.

Mr. Lawrence stated the days of stimulus money was probably over. When the project first started, the intent was to attract more stimulus money for roads and infrastructure. Other grants could eventually come along. The City needed to be ready with shovel ready designs. Staff would be searching for funds for the project – they were being very pro-active.

Councilor Fox stated his concern was spending \$143K on old information.

Councilor Crume stated the engineering design would be completed and would then sit on a shelf until a developer came in. Would the City be reimbursed those costs?

Mr. Sullivan stated they couldn't unless it was part of an SDC.

Mr. Walker stated there would be SDCs charged on the overall development.

Mr. Lawrence stated the City could not a Development Agreement with themselves.

Councilor Fox asked if a developer came in and there wasn't a design already done, that developer could sign a recapture agreement that when the City fulfilled all the requirements, the developer would pay.

Mr. Sullivan agreed there would be that type of agreement.

Mr. Walker stated that would already set. He believed the design was practical and necessary.

Councilor Sullivan asked if there was a total cost estimate on construction or mechanical work for the project?

Mr. Walker stated there was not, but they could review similar construction for some numbers.

Jackson Fox moved, seconded by Norm Crume, to table the action to the April 4, 2011 Council meeting. Roll call vote: Crume-yes; Fox- yes; Fugate-yes; Jones-out; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

**CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS**

- Consensus to hold a neighborhood meeting with the residents involved in proposed LID #47 (Nadine Drive and a portion of Alameda Drive) on Monday, March 28, 2011, beginning at 6:00 p.m. in the City Hall Council Chambers. The Public Works Committee would also be invited to attend the meeting.
- Tori Barnett reminded the Council the Statement of Economic Interest forms had gone out by the state, and they should all be receiving them. They could either be returned directly, or brought in for certified mailing. Due to the state in April.
- Councilor Verini stated the Veteran's van would be in front of Veteran's Advocates of Ore-Ida on Thursday, March 24<sup>th</sup> from 11:00 – 3:30 p.m. Also, the Sgt. Josh Brennan Memorial Dedication was set for Saturday, March 26, beginning at 11:30 a.m. in Nyssa (110 North 2<sup>nd</sup> Street).
- Councilor Fox stated with regard to the Council Rules and Procedures, he had some examples he wanted to see reviewed and/or placed in the Ontario rules. He had some samples from other Oregon cities, and a piece from Seaside's rules had some good sections. Also, wanted to see a reference to the Council's use of Robert's Rules of Order placed in the rules.
- Councilor Sullivan asked for a complete copy of Ordinance #2521-2003.
- Councilor Crume asked to have Ordinance Officer Lynsey Hansen attend the next meeting to provide an update on the parking on lawns situation. Seems to be continuing to happen.
- Councilor Fugate stated she had asked for, and received, some information from Idaho on how to combat gangs and she would be contacting Representative Bentz to ask for his help on getting something going in Oregon. Also, last Saturday the 1000 cranes project had been held, and well over the 1000 cranes had been constructed. The cranes were a symbol of hope, and were wishes for peace and prosperity.
- Mayor Dominick stated the students from Osakasayama were having a great time, and the charms trail seemed to be one highlight of their trip. Regarding the cranes, he had someone drop another 30 off at his office.

**ADJOURN**

David Sullivan moved, seconded by Jackson Fox, that the meeting be adjourned. Roll call vote: Crume-yes; Fox-yes; Fugate-yes; Jones-out; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 6/0/1.

ATTEST:

\_\_\_\_\_  
Joe Dominick, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

## CONSENT AGENDA REPORT

April 4, 2011

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Henry Lawrence, City Manager

SUBJECT: **ORDINANCE #2656-2011: AN ORDINANCE REPEALING SECTION 3-10-1 OF THE ONTARIO CITY CODE (FINAL READING)**

DATE: March 25, 2011

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### **SUMMARY:**

Attached is the following document:

- Ordinance #2656-2011

This is a housekeeping ordinance to repeal an ordinance that conflicts with the Telecommunications chapter of the Ontario City Code.

### **PREVIOUS COUNCIL ACTION:**

03/21/2011 Council passed Ordinance #2656-2011 on First Reading.

### **BACKGROUND:**

Section 3-10-1 of the Ontario City Code was originally enacted in 1951 and amended in 1960. It imposes a 2% annual tax on the local gross revenues of telephone companies operating in the City limits. In 1996, comprehensive federal legislation was enacted that severely limits the authority of municipalities to tax telecommunications carriers, including telephone companies. After the passage of that federal legislation, the City enacted various code provisions consistent with the 1996 Telecommunications Act. Those provisions are in Chapter 2 of the Title 3 of the City Code, and they authorize the City to charge fees for the use of the City rights of way. Section 3-10-1 conflicts with those provisions of the City Code and should be repealed.

None of the franchise agreements that the City has with telecommunications carriers refer to Code Section 3-10-1, and the repeal of that ordinance will not have any legal effect on those franchise agreements.

### **STAFF RECOMMENDATION**

Staff recommends the Council enact Ordinance #2656-2011, AN ORDINANCE REPEALING SECTION 3-10-1 OF THE ONTARIO CITY CODE, on Second and Final Reading by Title Only.

**ORDINANCE NO. 2656-2011**

**AN ORDINANCE REPEALING SECTION 3-10-1 OF THE ONTARIO CITY CODE**

- WHEREAS,** Section 3-10-1 of Chapter 10 of Title 3 of the Ontario City Code, entitled "Telephone company exchange service tax", was enacted in 1951 and amended in 1960; and
- WHEREAS,** Section 3-10-1 purports to impose a 2% gross revenue tax on telephone companies operating within the City, and to limit the imposition of any other fees; and
- WHEREAS,** Section 3-10-1 conflicts with Chapter 2 of Title 3 of the Ontario City Code, which regulates all telecommunications providers, including telephone companies, and authorizes the imposition of fees on telecommunications carriers; and
- WHEREAS,** Section 3-10-1 should be repealed.

**NOW THEREFORE,** The Common Council For The City Of Ontario Ordains As Follows:

**Section 1.** Section 3-10-1 of the Ontario City Code is hereby repealed.

**PASSED AND ADOPTED** by the Common Council of the City of Ontario this \_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NAYS:

ABSENT:

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2011.

**ATTEST:**

\_\_\_\_\_  
Joe Dominick, Mayor

\_\_\_\_\_  
Tori Barnett, MMC, City Recorder

# CONSENT AGENDA REPORT

April 4, 2011

TO: Mayor and City Council

FROM: Al Higinbotham, Fire Chief

THROUGH: Henry Lawrence, City Manager

SUBJECT: **RESOLUTION NO. 2011-108: A RESOLUTION ACKNOWLEDGING RECEIPT OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS FOR 30 SETS OF FIREFIGHTER TURNOUTS AND APPROPRIATING EXPENDITURES WITHIN THE GRANT FUND**

DATE: March 21, 2011

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**SUMMARY:**

Attached is the following document:

- Resolution 2011-108

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Firefighting Turnout Gear (PPE's) have a shelf wear life of ten years and OR-OSHA requires that the PPE's be replaced at the end of that cycle or prior to if damage occurs. The majority of PPE's presently in service is at or has passed the expiration date requiring replacement.

FEMA Assistance to Firefighters Grant Program offers grants for the purchase of firefighter safety equipment. The Fire Department applied for a grant to purchase 30 full sets of Turnout Gear (PPE's). FEMA has awarded a grant in the amount of \$57,855, with a required City match of 5%, equaling \$3,045.00, for a total of \$60,900.00 to purchase the equipment.

**ALTERNATIVE:**

The Council could decline the grant award.

**FINANCIAL IMPLICATIONS:**

The grant revenue of \$57,855 would be budgeted within the City's Grant Fund, together with the \$3,045 of required match (5%). The grant fund expenditures of \$60,900 would be allocated for the project in the Grant Fund.

TRANSFER FROM GENERAL FUND-FIRE	\$ 3,045.00
FEMA GRANT AWARD	\$ 57,855.00
	<hr/>
	\$ 60,900.00

**RECOMMENDATION:**

Staff recommends the Council adopt Resolution 2011-108.

**PROPOSED MOTION:**

I move that the Council adopt Resolution 2011-108, A RESOLUTION ACKNOWLEDGING RECEIPT OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS FOR 30 SETS OF FIREFIGHTER TURNOUTS AND APPROPRIATING EXPENDITURES WITHIN THE GRANT FUND.

**RESOLUTION NO. 2011-108**

**A RESOLUTION ACKNOWLEDGING RECEIPT OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS FOR 30 SETS OF FIREFIGHTER TURNOUTS AND APPROPRIATING EXPENDITURES WITHIN THE GRANT FUND**

**WHEREAS,** the 2009-2011 Biennial Budget was adopted without the knowledge of funding for a FEMA Assistance to Firefighters Grant; and

**WHEREAS,** the City was awarded a FEMA Assistance to Firefighters grant thru its Fire Department to purchase 30 sets of firefighter turnout; and

**WHEREAS,** the City desires to modify the 2009-2011 Budget, acknowledging new grant revenue of \$57,855, identifying the \$3,045 in local match and appropriating expenditures of \$60,900 within the Grant Fund to complete the project.

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council to approve the following adjustments to the 2009-2011 Biennial Budget:

Account Number	Account Name	Adopted FY 09-11 Budget	Proposed Change	Revised FY 09-11 Budget
<b>GENERAL FUND</b>				
FIRE DEPARTMENT EXPENSE				
001-016-613500	GENERAL SUPPLIES & MAINT	29,356	(3,045)	26,311
001-016-829000	TRNSF TO GRANT FUND	-	3,045	3,045
<b>GRANT FUND</b>				
REVENUE				
010-000-458100	TRNSF FROM GENERAL FUND	15,440	3,045	18,485
010-000-456192	FIRE FEMA EQUIP GRANT	-	57,855	57,855
	TOTAL REVENUE		60,900	60,900
EXPENSE				
010-034-714192	FIRE FEMA EQUIP GRANT	-	60,900	60,900

Effective Date: Upon adoption

Passed and adopted by the Ontario City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Ayes:

Nays:

Absent:

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Joe Dominick, Mayor

ATTEST:

\_\_\_\_\_  
Tori Barnett, City Recorder

## AGENDA REPORT

April 4, 2011

TO: Mayor and City Council

FROM: Bob Walker, Deputy Public Works Director

THROUGH: Henry Lawrence, City Manager

**SUBJECT: APPROVAL OF ENGINEERING DESIGN AGREEMENT WITH ANDERSON - PERRY & ASSOCIATES FOR SE 2<sup>ND</sup> STREET**

DATE: March 28, 2011

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### SUMMARY:

Attached are the following documents:

- Agreement for the design of SE 2<sup>nd</sup> Street from East Idaho Avenue to SE 18<sup>th</sup> Avenue
- Rural Road Assessment District No. 3 Letter

This agreement with Anderson-Perry and Associates of La Grande, Oregon provides for the preparation of plans and estimates for the rehabilitation/reconstruction of SE 2<sup>nd</sup> Street from East Idaho Avenue to SE 18<sup>th</sup> Avenue. This roadway is the number one priority within the City for reconstruction and completion of these plans will enable the City to be in a position to take advantage of potential state or federal funding.

### PREVIOUS COUNCIL ACTION:

- Budget Approved for design – June 2009
- Council tabled this contract award until the Rural Road Assessment District No.3 was contacted to see if they would participate. We have since received a letter from the Rural Road Assessment District No. 3 declining to participate.

### BACKGROUND:

This project is to provide the engineering design for rebuilding SE 2nd Street from East Idaho Avenue to SE 18th Avenue to a standard that will allow the street section to holdup to the truck traffic loading that it is currently supporting.

At present, SE 2nd Street is experiencing deterioration of the structural integrity of the street section due to inadequate road base material and pavement depth that is needed to support the loading it is receiving. The roadway was built many years ago with inadequate sub-grade, sub-base and pavement for the current truck weight limits. By rebuilding this section of street, the north /south freight route would become more user accessible and user friendly and would be built to withstand the volume of traffic that is traveling on it for local business and access to the south bypass. The design will provide for upgrades to the existing utilities (sewer, storm and water), replacement of curbs, gutters and sidewalks, and the installation of an upgraded road section along SE 2nd Street.

Public Works Staff received formal responses to the RFP for this project from six firms on December 22, 2010. The formal responses were from Anderson-Perry Associates of La Grande, Oregon, CH2M-Hill of Boise, Idaho, Engineering & Waste Solutions of Boise, Idaho, Ferguson Surveying & Engineering, of Mt. Vernon, Oregon, Holladay Engineering of Payette, Idaho, and Keller Associates of Meridian, Idaho. Chuck Mickelson, Bob Walker, Bret Turner and Norm Crume each reviewed the proposals. Each of the firms presented an excellent proposal and it is obvious that each of them could be successful in preparing the plans and specifications. However, we ranked each of the firms based on schedule, resumes (qualifications of the personnel to be assigned to the project), references and similar projects completed, and locations where the work will be completed. The committee unanimously selected Anderson Perry as the highest ranked firm based on their proposal.

The project will be designed to Federal Highway Administration and ODOT standards. Anderson-Perry and Associates has significant experience is preparing plans and specifications to these standards and performed very effectively in the Phase 1 of North Oregon Street project. CK3 will conduct the surveying for the project.

This motion is for the approval of the agreement with Anderson Perry in the lump sum amount of \$143,000.

**ALTERNATIVE:**

The project needs to be designed whether we are successful or not in securing funding. Without the design, which makes this a “Shovel Ready” project, it would be difficult to obtain stimulus funds. Consequently, the street will continue to deteriorate due to truck loading, weathering and water damage. The City is required to maintain the City streets in a serviceable condition. If the street is not built to a serviceable standard the street will be a continuous maintenance issue and cost the City’s taxpayers more money in the long run.

**FINANCIAL IMPLICATIONS:**

This project was included in the 2009 – 2011 budget as STR-7 in the amount of \$175,000. When, and if this project is approved for construction funding there will need to be an amendment to this agreement for completion of the specifications, preparation of an environmental study if needed and other additional services during construction to include inspection.

**RECOMMENDATION:**

Even without the Rural Road Assessment Districts participation, as this is within the City’s Urban Growth Area, staff still recommends approval of the Agreement with Anderson-Perry.

**PROPOSED MOTION:**

I move the City Council approve the **AGREEMENT BETWEEN THE CITY OF ONTARIO OREGON AND ANDERSON PERRY AND ASSOCIATES INCORPORATED OF LA GRANDE OREGON FOR THE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE RECONSTRUCTION OF SE 2<sup>ND</sup> STREET FROM IDAHO AVENUE TO SE 18<sup>TH</sup> AVENUE** and authorize the City Manager to sign the agreement on behalf of the City of Ontario.

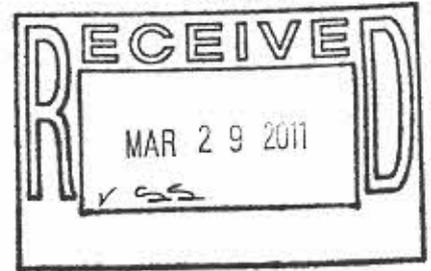
# Rural Road Assessment District No. 3

230 NORTH OREGON - P.O. DRAWER 99  
ONTARIO, OREGON 97914

JEFFERY WISE  
SUPERVISOR

SHOP ADDRESS:  
4400 BAKER ROAD  
ONTARIO, OREGON 97914  
PHONE (541) 889-5017

PETER I. NICHOLS  
SECRETARY



City, Public Works Dept.

thanks for the opportunity to participate in the proposal for S.E. 2<sup>nd</sup> reconstruction design + contracting etc.

We've already budgeted this years funds to other projects, plus we're not used to these preparatory processes like the city or state might be.

We see and understand the need, but we are still struggling to find funding to overlay S.W. 18<sup>th</sup> (1.3 mile) before it requires total reconstruction.

the section of S.E. 2<sup>nd</sup> (14<sup>th</sup> - 18<sup>th</sup> E) is in fair shape and we could improve on the width + surface, if necessary in the next few years.

Again, thank you

Jeff + Wise

R.R.A.#3

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Ontario, Oregon, hereinafter referred to as the OWNER, and Anderson-Perry & Associates, Incorporated, hereinafter referred to as the ENGINEER:

The OWNER intends to reconstruct S.E. 2nd Street from E. Idaho Avenue to S.E. 18th Avenue. The project generally consists of full reconstruction of the existing roadway including asphalt pavement, curb and gutter, and sidewalks; installation of new curb and gutter and sidewalks in some areas where not currently existing; and realigning the intersection of S.E. 2nd Street and S.E. 9th Avenue. Utility work includes replacing existing water, sewer, and storm drain facilities as needed and design of storm drain facilities for the south portion of the project to connect to existing storm facilities at S.E. 9th and S.E. 18th Avenues. The limits of the project are shown on maps provided by the OWNER, shown on Exhibit "A."

The ENGINEER agrees to provide professional engineering services for this Project.

### 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 for the ENGINEER to proceed, the ENGINEER shall provide design of the project utilizing the Oregon Department of Transportation (ODOT) Standard Drawings, Standard Specifications, and approved ODOT drawing formats. The design services shall include:

#### 1. Pre-Design Coordination Meeting

- A pre-design coordination meeting will be held with the OWNER's appropriate staff and other appropriate entities to review the project and discuss critical design issues, objectives, needs, etc. This meeting will also include an on-site walkthrough to address existing site conditions that may affect the design.
- Deliverable – meeting minutes.

#### 2. Design Survey

- A field survey was previously conducted by ODOT and will be provided to the ENGINEER. The existing survey data will be ground verified and supplemented as required to identify roadway centerline, ground elevations, existing utilities, and basic right-of-way positions as required to perform the roadway design. It is

anticipated that minimal surveying will be required to check and supplement the existing ODOT survey information.

- Deliverable – copy of survey files.

### 3. Geotechnical Evaluation

- An on-site geotechnical evaluation will be conducted to evaluate existing soil, pavement, and base conditions of the roadway and to obtain sufficient information to analyze pavement section alternatives for the project.
- Deliverable – copy of final Geotechnical Report.

### 4. Preliminary Plans

- Preliminary plans will be prepared for the project that will include plan profile sheets, identification of potential utility conflicts, and water sewer and storm sewer utility improvements. A preliminary construction cost estimate will be prepared. Preliminary plans will be provided to the OWNER for review and comment.
- Deliverable – three sets of preliminary plans, preliminary construction cost estimate, and a list of potential utility conflicts.

### 5. Preliminary Plan Review Meeting

- A preliminary plan review meeting will be held with the OWNER to obtain comments and suggestions based on the OWNER's review of the preliminary plans.
- Deliverable – preliminary plan review meeting minutes.

### 6. Advance Plans and Outline for Future Specifications

- Incorporating comments received on the preliminary plans, advance plans will be prepared for the project, utility conflict relocations will be finalized, and an updated construction cost estimate will be prepared. Special Provisions will be prepared based on the advance plan design. Copies of the advance plans and an outline for future specifications will be provided to the OWNER for review and comment.
- Deliverable – three sets of advance plans and an updated construction cost estimate.

### 7. Advance Plan Review Meeting with the OWNER

- An advance plan review meeting will be held with the OWNER to obtain comments and suggestions on the advance plan set provided to the OWNER.

- Deliverable – advance plan review meeting minutes

## 8. Final Plans and Estimate

- The comments received on the advance plans will be incorporated into the final plans and estimate. The project Special Provisions will be updated to a 90 percent complete level incorporating comments received at the advance plan review meeting.
- Deliverable – three sets of final plans and construction cost estimate, 90 percent Special Provisions, and a list of tasks required to prepare the project for bidding. These future work tasks will not be included at this stage of the project. They will need to be completed prior to the design being ready for advertising and bidding. These items are anticipated to include the following:
  - Technical Specifications
  - Environmental Clearance
  - 100 Percent Special Provisions
  - Contract Documents

## CONSTRUCTION ENGINEERING

The ENGINEER shall provide Construction Engineering services for this project when the project is funded. The scope of Construction Engineering services shall be negotiated between the OWNER and ENGINEER and an amendment to this Agreement shall be prepared defining the scope and fees for these services.

## 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. Complete the Special Provisions to 100 percent and prepare the project for bidding. Bidding documents may be provided to bid the project through ODOT or directly by the OWNER.
2. Provide engineering services as may be required to assist the OWNER in obtaining construction funding for the Project. Work may include assistance in preparing technical portions of grant and loan applications, assistance in public meetings, ongoing coordination and agreements with funding agencies, updating cost estimates, and other funding services that may be required.
3. Perform environmental review services if such services are needed.

4. Assist the OWNER with obtaining permits, etc., as necessary for the work. The OWNER shall pay all fees associated with such permits and applications, if such fees are required.
5. Assist the OWNER with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements if required for the project. Such work may include appearances before courts and boards on these matters.
6. 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 after such plans have been accepted by the OWNER.
7. Perform special tests, specialized geological, hydraulic, or other studies, or tests other than as previously outlined herein that may be required on the project.
8. 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.

#### **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, performance requirements, and any budgetary limitations; furnish copies of all design and construction standards which the OWNER will require to be included in the Drawings and Specifications; and furnish copies of the OWNER's standard forms, conditions, and related documents for the ENGINEER to include in the Bidding 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.

6. The OWNER shall examine all alternate solutions, plan reviews, Drawings, Specifications, 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 assist the geotechnical subconsultant with traffic control and excavation for and repair of test pit holes along the roadway alignment.

### **SECTION C - COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for "Design Engineering" a lump sum amount of \$143,000. 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" by amendment to this Agreement.
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. See attached Hourly Fee Schedule, Exhibit "B."
4. The OWNER agrees to pay the ENGINEER for the services provided in accordance with this Agreement on a monthly basis for the services actually 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.
5. 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 a reasonable attorney's fee, 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 Drawings and Specifications which contain an ENGINEER's stamp prepared under this Agreement, are instruments of service of the ENGINEER. Reuse of any of the Drawings and Specifications 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. 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.
12. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Oregon.
13. The ENGINEER shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
14. The OWNER will require that any Contractor or subcontractor performing work in connection with Drawings and Specifications 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 construction 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.
15. 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 Drawings and Specifications 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 Construction 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 Construction 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.

16. 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 applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
17. 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:

**City of Ontario, Oregon**

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

ENGINEER:

**Anderson-Perry & Associates, Inc.**

By Brad D. Baird

Type Name Brad D. Baird

Title President

(SEAL)

ATTEST

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST

By Brett Moore

Type Name Brett Moore

Title Secretary-Treasurer

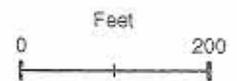
## **Exhibit "A"**

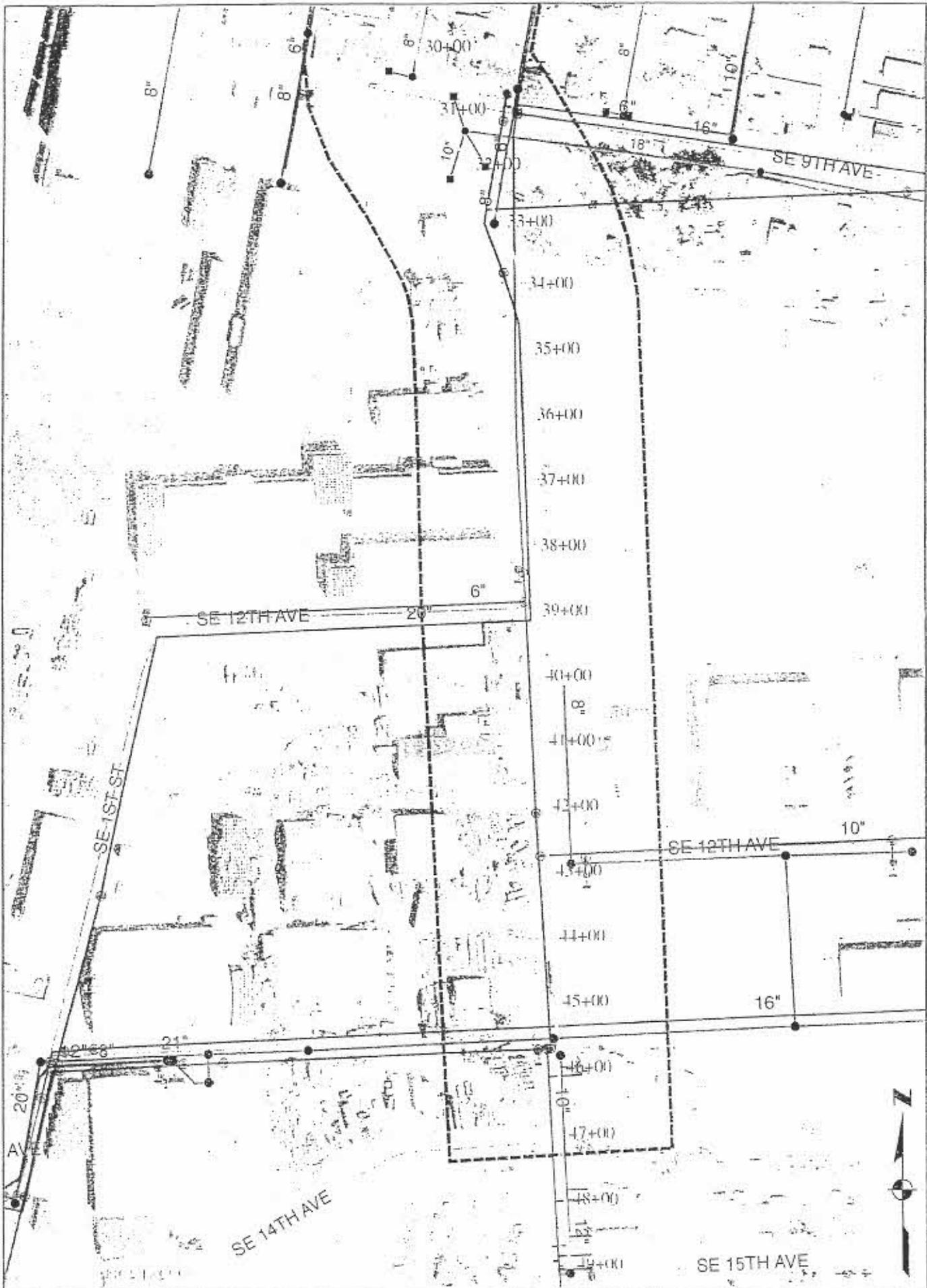
- **Schedule A**
- **Schedule B**
- **Schedule C**



- SANITARY SEWER
- WATER MAIN
- - - STORM DRAIN

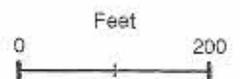
**24**  
**SCHEDULE A**  
 SE 2ND ST [E IDAHO AVE - SE 5TH AVE]

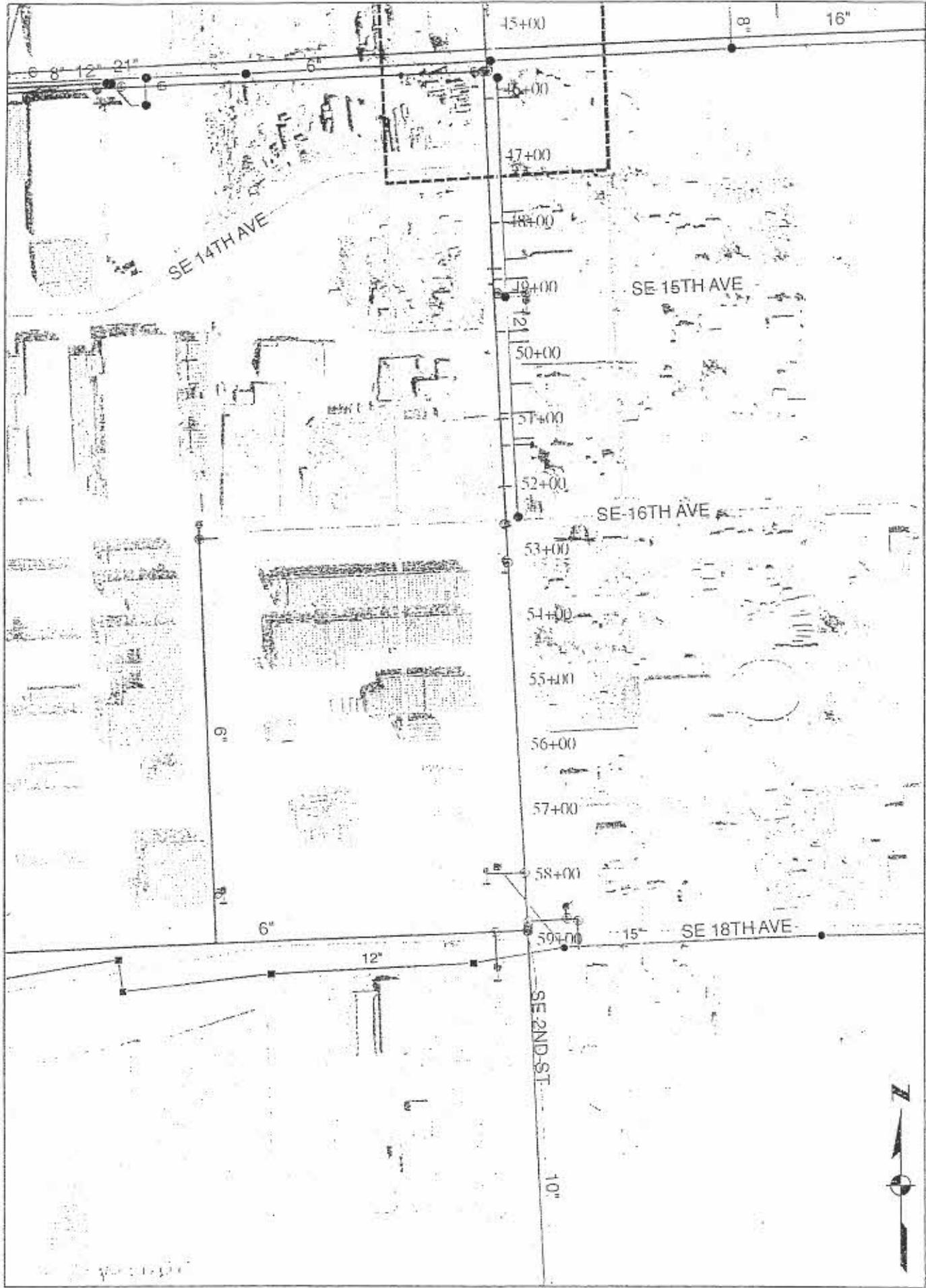




- SANITARY SEWER
- WATER MAIN
- STORM DRAIN

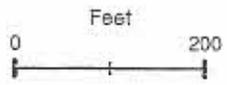
**25**  
**SCHEDULE B**  
 SE 2ND ST [SE 5TH AVE - SE 14TH AVE]





- SANITARY SEWER
- WATER MAIN
- STORM DRAIN

**26**  
**SCHEDULE C**  
 SE 2ND ST [SE 14TH AVE - SE 18TH AVE]



## HOURLY FEE SCHEDULE

April 1, 2009

<u>TECHNICIANS AND ENGINEERS</u>	<u>HOURLY RATE</u>
Technician I .....	\$ 45.00
Technician II .....	\$ 50.00
Technician III .....	\$ 55.00
Technician IV .....	\$ 60.00
Technician V .....	\$ 65.00
Technician VI .....	\$ 70.00
Senior Technician I .....	\$ 80.00
Senior Technician II .....	\$ 85.00
Senior Technician III .....	\$ 90.00
Senior Technician IV .....	\$ 95.00
Senior Technician V .....	\$100.00
Senior Technician VI .....	\$110.00
Senior Technician VII .....	\$130.00
Staff Engineer I .....	\$ 80.00
Staff Engineer II .....	\$ 85.00
Staff Engineer III .....	\$ 90.00
Project Engineer I .....	\$ 95.00
Project Engineer II .....	\$100.00
Project Engineer III .....	\$105.00
Project Engineer IV .....	\$110.00
Senior Engineer I .....	\$115.00
Senior Engineer II .....	\$120.00
Senior Engineer III .....	\$145.00
Senior Engineer IV .....	\$150.00
Senior Engineer V .....	\$170.00
Project Representative I .....	\$ 73.00
Project Representative II .....	\$ 78.00
Project Representative III .....	\$ 85.00
Project Representative IV .....	\$ 89.00
Project Representative V .....	\$ 92.00
Secretary .....	\$ 50.00
Overtime Surcharge .....	\$ 20.00

**SURVEYORS AND CREWS**

**HOURLY RATE**

Survey Technician I .....	\$ 45.00
Survey Technician II .....	\$ 55.00
Survey Technician III .....	\$ 65.00
Survey Crew Chief IV .....	\$ 70.00
Survey Crew Chief V .....	\$ 80.00
Survey Crew Chief VI .....	\$ 85.00
Professional Land Surveyor I .....	\$ 75.00
Professional Land Surveyor II .....	\$ 80.00
Professional Land Surveyor III .....	\$ 90.00
Professional Land Surveyor IV .....	\$105.00
Professional Land Surveyor V .....	\$120.00
GPS Total Station .....	\$ 37.50
Robotic Survey Station .....	\$ 27.50
Total Station .....	\$ 20.50
ATV (4 hour minimum) .....	\$ 27.50
Computer/Plotter .....	\$ 19.50

**OUT OF TOWN WORK**

Mileage will be charged at the rate of \$0.55 per mile for standard highway vehicles and \$0.90 per mile for vans and pickup trucks. Subsistence and 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%. All accounts unpaid 30 days after date of invoice will be charged a service fee of 1.5% per month.

## AGENDA REPORT

April 4, 2011

**TO:** Mayor and City Council

**FROM:** Alan Daniels, Airport Manager

**THRU:** Henry Lawrence, City Manager

**SUBJECT:** RESOLUTION NO. 2011-107 A RESOLUTION ACKNOWLEDGING RECEIPT OF FAA GRANT PROJECT #3-41-0044-010 FOR THE ONTARIO MUNICIPAL AIRPORT, AND FURTHER APPROVING A REALLOCATION OF GENERAL FUND EXPENDITURES, AND APPROVING REVENUE AND EXPENSE BUDGETS WITHIN THE GRANT FUND

**DATE:** March 11, 2011

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### SUMMARY:

Attached is the following document:

- Resolution 2011-107

### PREVIOUS COUNCIL ACTION:

Feb 2009 Council Accepts FAA Grant Project #3-41-0044-008 for \$124,168 thru Resolution #2009-104

Nov 2009 Council approved Connect Oregon 3 Application

Approval of ODOT Connect Oregon Agreement #24941 dated July 8, 2009, Allowing City to Begin Project Prior to Accepting the Connect Oregon Grant

Sept 2010 Council Accepts FAA Grant Project #3-41-0044-009 for \$168,913 thru Resolution 2010-141

Oct 2010 Council Accepts Connect Oregon 3 Grant for \$3,566,377 thru Resolutions 2010-148 & 149

Mar 2011 Council Accepts FAA Grant for Project #3-41-0044-010 for \$553,168 by Motion Action

### BACKGROUND:

The City's various FAA grants were approved for use as part of the City's 20% Connect Oregon II Grant, leaving the City with a General Fund obligation of \$45,346 for the entire project.

Resolution 2011-107 creates the budget necessary to capture the FAA Project #3-41-0044-010 that the Council accepted during your telephonic meeting on March 15, 2011. This is the final FAA Grant for this project and represents the final piece of the budget changes for the overall project.

**FINANCIAL IMPLICATIONS:**

The overall airport project funding is as follows:

	<b>Grant Funds</b>	<b>General Fund Match</b>	<b>Project Total</b>
FAA Project #3-41-0044-008	\$ 124,168.00	\$ 6,550.00	\$ 130,718.00
FAA Project #3-41-0044-009	\$ 168,913.00	\$ 8,890.00	\$ 177,803.00
FAA Project #3-41-0044-010	\$ 553,168.00	\$ 29,114.00	\$ 582,282.00
Connect Oregon II – ODOT (80% Grant)	\$3,566,377.00	\$ 792.00	\$3,567,169.00
	<b>\$4,412,626.00</b>	<b>\$ 45,346.00</b>	<b>\$4,457,972.00</b>

Resolution 2011-107 creates the final budget piece for the overall project by identifying the FAA Project #3-41-0044-010 revenues, and allocating the final General Fund grant match amounts.

The \$553,168 in FAA Project #3-41-0044-010 grant revenue is proposed to be budgeted within the City’s Grant Fund with the required matching funds being reallocated from General Fund Contingency to a General Fund transfer to the Grant Fund.

This grant is slightly less than requested; however we are told they represent all of the available FAA funds. Accordingly, the additional grant match of \$792 needed to complete the overall project has been incorporated into Resolution 2011-107.

City Staff will manage the grant project and those costs are not reimbursable thru this grant project.

**RECOMMENDATION:**

Staff recommends the Council adopt Resolution No. 2011-107.

**PROPOSED MOTION:**

I move the Mayor and Council adopt Resolution No. 2011-107, A RESOLUTION ACKNOWLEDGING RECEIPT OF FAA GRANT PROJECT #3-41-0044-010 FOR THE ONTARIO MUNICIPAL AIRPORT, AND FURTHER APPROVING A REALLOCATION OF GENERAL FUND EXPENDITURES, AND APPROVING REVENUE AND EXPENSE BUDGETS WITHIN THE GRANT FUND

**RESOLUTION 2011-107**

**A RESOLUTION ACKNOWLEDGING RECEIPT OF FAA GRANT PROJECT #3-41-0044-010 FOR THE ONTARIO MUNICIPAL AIRPORT, AND FURTHER APPROVING A REALLOCATION OF GENERAL FUND EXPENDITURES, AND APPROVING REVENUE AND EXPENSE BUDGETS WITHIN THE GRANT FUND**

**WHEREAS,** the City of Ontario adopted the 2009-2011 budget document based upon known or anticipated revenues and expenditures; and

**WHEREAS,** the City applied for and received a grant from the Federal Aviation Administration to complete additional design work toward a runway and parallel taxiway overlay, rehabilitate the parking apron, and install runway lighting project at the airport in the amount of \$553,168, and the City's required grant match for the project is \$29,114; and

**WHEREAS,** the final grant on this project from the Federal Aviation Administration was less than originally anticipated and the City is required to contribute another \$792 in project matching funds for completion of the overall project; and

**WHEREAS,** the City Council accepted the grant award by motion action, and desires now to formally modify the 2009-2011 General and Grant Fund budgets by identifying the revenues and total project expenses, including final matching funds, to complete the project.

**NOW THEREFORE, BE IT RESOLVED** by the Ontario City Council, to approve the following adjustments to the 2009-2011 Biennial budget:

Account Number	Account Name	Adopted FY 09-11 Budget	Proposed Change	Revised FY 09-11 Budget
<b>GENERAL FUND</b>				
ADMINISTRATIVE OVERHEAD EXPENSE				
001-004-829000	TRNSF TO GRANT FUND	15,440	29,114	44,554
001-004-829000	TRNSF TO GRANT FUND	44,554	792	45,346
001-004-871000	OPERATING CONTINGENCY	1,938,213	(29,906)	1,908,307
<b>GRANT FUND</b>				
REVENUE				
010-000-458100	TRNSF FROM GENERAL FUND	18,485	29,114	47,599
010-000-458100	TRNSF FROM GENERAL FUND	47,599	792	48,391
010-000-458105	AIRPORT GRANT - FAA #010	-	553,168	553,168
	TOTAL REVENUE		583,074	583,074
EXPENSE				
010-034-714104	AIRPORT GRANT - CONNECT OR II	3,566,377	792	3,567,169
010-034-714105	AIRPORT GRANT - FAA #010	-	582,282	582,282
	TOTAL EXPENSES		583,074	

**EFFECTIVE DATE:** Effective immediately upon passage.

**PASSED AND ADOPTED** by the Ontario City Council, this \_\_\_ day of \_\_\_\_\_ 2011, by the following vote:

Ayes:

Nays:

Absent:

**APPROVED BY THE Mayor** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

ATTEST:

\_\_\_\_\_  
Joe Dominick, Mayor

\_\_\_\_\_  
Tori Barnett, City Recorder

## AGENDA REPORT

April 4, 2011

TO: Mayor and City Council

FROM: Alan Daniels, Airport Manager

THROUGH: Henry Lawrence, City Manager

**SUBJECT: CONSTRUCTION BID AWARD – AIRPORT IMPROVEMENT PROJECT**

DATE: March 24, 2011

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### **SUMMARY:**

Attached are the following documents:

- Bid Summary
- Engineer's Recommendation of Award

### **PREVIOUS COUNCIL ACTION:**

Feb 2009 Council Accepts FAA Grant Project #3-41-0044-008 for \$124,168 thru Resolution #2009-104

Nov 2009 Council approved Connect Oregon 3 Application

Approval of ODOT Connect Oregon Agreement #24941 dated July 8, 2009, Allowing City to Begin Project Prior to Accepting the Connect Oregon Grant

Sept 2010 Council Accepts FAA Grant Project #3-41-0044-009 for \$168,913 thru Resolution 2010-141

Oct 2010 Council Accepts Connect Oregon 3 Grant for \$3,566,377 thru Resolutions 2010-148 & 149

Mar 2011 Council Accepts FAA Grant for Project #3-41-0044-010 for \$553,168 by Motion Action

### **BACKGROUND:**

During the winter of 2007 the City of Ontario applied for Connect Oregon II funds for the runway rehabilitation and apron rehabilitation/expansion project for the Ontario Municipal Airport. While waiting to be moved into a funded position on the Connect Oregon 2 project, the City reapplied for the same project under the Connect Oregon 3 funding cycle.

The overall airport improvement project budget is approximately \$4,457,972, and is made up of three separate FAA Grants and one ODOT Connect Oregon II Grant, all of which have been awarded, accepted, and budgets put in place within the City's Grant Fund to complete the project. The City's required cash match has also been appropriated, and amounts to \$45,346.

Design work for this project was completed and approved by the granting agencies, and construction bids were advertised in four schedules with an engineer's project construction estimate of \$3,885,377.60.

Forty-six sets of plans were sent out to interested parties, and six sealed bids were received and opened publicly at 10:00 AM, Thursday, March 10, 2011 and are summarized as follows:

<b>Contractor</b>	<b>Location</b>	<b>Bid</b>
Valley Paving and Asphalt, Inc.	Cottonwood, Idaho	\$ 3,046,455.16
W.F. Construction and Sales	Meridian, Idaho	\$ 3,298,182.00
Idaho Sand and Gravel, Co.	Nampa, Idaho	\$ 3,347,790.94
Kerr Contractors, Inc.	Woodburn, Oregon	\$ 3,495,310.22
Knife River	Boise, Idaho	\$ 3,971,802.55
Kodiak Pacific Construction	Tualitin, Oregon	\$ 3,973,973.00

A Bid Summary completed by the project engineer, and the engineer's recommendation of award are attached.

**FINANCIAL IMPLICATIONS:**

The overall airport improvement project funding is as follows:

	<b>Grant Funds</b>	<b>General Fund Match</b>	<b>Project Total</b>
FAA Project #3-41-0044-008	\$ 124,168.00	\$ 6,550.00	\$ 130,718.00
FAA Project #3-41-0044-009	\$ 168,913.00	\$ 8,890.00	\$ 177,803.00
FAA Project #3-41-0044-010	\$ 553,168.00	\$ 29,114.00	\$ 582,282.00
Connect Oregon II – ODOT (80% Grant)	\$3,566,377.00	\$ 792.00	\$3,567,169.00
	<b>\$4,412,626.00</b>	<b>\$ 45,346.00</b>	<b>\$4,457,972.00</b>

Thus far the project budget has committed \$554,611 in design, engineering, construction bidding, and construction management contract amounts, leaving \$3,903,361 in project budget funds available for construction.

The lowest responsive bid of \$3,046,455.16 was submitted by Valley Paving and Asphalt, Inc., was lower than the Engineer's estimate and is within the overall project budget.

**RECOMMENDATION:**

Staff recommends City Council award the Construction Bid Schedules A thru D to Valley Paving and Asphalt, Inc.

**PROPOSED MOTION:**

I move that the Council award the airport improvement project construction bid to Valley Paving and Asphalt, Inc., and authorize the City Manager to enter into a construction contract with Valley Paving and Asphalt, Inc., for Bid Schedules A thru D in the amount of \$3,046,455.16.

**BID SUMMARY**

**PROJECT TITLE:** Improvements to Ontario Municipal Airport FY'11  
**PROJECT NUMBER:** AIP 3-41-0044-008/009/010 & Connect Oregon III Project Improvements to Ontario Municipal Airport FY'11  
**OWNER:** City of Ontario, Oregon  
**ENGINEER:** Kimley-Horn and Associates  
**BID OPENING:** 10-Mar-11  
**LOCATION:** Ontario City Hall- Council Chambers

**BID INFORMATION:**

CONTRACTOR:	ENGINEER'S ESTIMATE	Valley Paving & Asphalt	WF Construction	Idaho Sand & Gravel	Kerr Contractors	Knife River	Kodiak Construction
Acknowledge of Addenda(#1 & #2)		X	X	X	X	X	X
Oregon Contractors License		X	N/A	X	X	X	X
Bid Signed		X	X	X	X	X	X
Statutory Bid Bond		X	X	X	X	X	X
Certificate of Insurability		X	X	X	X	X	X
Non-collusive Bidding Certification		X	X	X	X	X	X
Bidders Qualification Statements		X	X	X	X	X	X
List of Subcontractors and Suppliers		X	X	X	X	X	X
Bidders Statement EEO Clause		X	X	X	X	X	X
Certification of Nonsegregated Facilities		X	X	X	X	X	X
Suspension and Debarment Requirements		X	X	X	X	X	X
Trade Restriction Certificate		X	X	X	X	X	X
Buy American Certificate		X	X	X	X	X	X

Bid Schedule A	\$1,343,383.30	\$1,022,712.25	\$1,073,002.61	\$1,170,146.96	\$1,015,036.02	\$1,212,947.05	\$1,096,098.80
Bid Schedule B	\$1,339,715.50	\$992,130.18	\$1,208,976.01	\$1,089,136.05	\$1,284,781.60	\$1,251,554.30	\$1,432,686.40
Bid Schedule C	\$888,010.20	\$753,894.07	\$752,395.48	\$800,563.16	\$872,745.60	\$1,105,027.00	\$1,056,260.70
Bid Schedule D	\$314,268.60	\$277,718.66	\$263,807.90	\$287,944.77	\$322,747.00	\$402,274.20	\$388,927.10
<b>Bid Total</b>	<b>\$3,885,377.60</b>	<b>\$3,046,455.16</b>	<b>\$3,298,182.00</b>	<b>\$3,347,790.94</b>	<b>\$3,495,310.22</b>	<b>\$3,971,802.55</b>	<b>\$3,973,973.00</b>
<b>Bidder Rank</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	

March 23, 2011

Mr. Alan Daniels  
581 SW 33rd St.  
Ontario, OR 97914

RE: Recommendation of Award  
Improvements to the Ontario Municipal Airport  
AIP 3-41-0044-010

Dear Mr. Daniels:

Sealed bids for FY 2011 improvements to the Ontario Municipal Airport were received and publicly opened at 10:00 a.m., Thursday, March 10, 2011. The project consisted of four schedules. The total of the four schedules was used to determine the lowest bidder. Six sealed bids were received and are summarized in the following table:

<b>Contractor</b>	<b>Location</b>	<b>Bid</b>
Valley Paving and Asphalt, Inc.	Cottonwood, Idaho	<b>\$3,046,455.16</b>
W.F. Construction and Sales	Meridian, Idaho	<b>\$3,298,182.00</b>
Idaho Sand and Gravel, Co.	Nampa, Idaho	<b>\$3,347,790.94</b>
Kerr Contractors, Inc.	Woodburn, Oregon	<b>\$3,495,310.22</b>
Knife River	Boise, Idaho	<b>\$3,971,802.55</b>
Kodiak Pacific Construction	Tualatin, Oregon	<b>\$3,973,973.00</b>

The Engineer's Estimate for this project was \$3,885,377.60. A copy of the detailed bid tabulation is enclosed for your review and files. The bid submitted by Valley Paving and Asphalt, Inc. was the apparent low bid.

The bid submitted by Valley Paving and Asphalt, Inc was reviewed for bid submittal requirements and it appears to be responsive. This company is a licensed public works contractor in the State of Oregon and has a history of performing similar projects. Based on the bidding criteria, Valley Paving and Asphalt, Inc. bid is considered responsive.

Valley Paving and Asphalt, Inc. has indicated that two DBE subcontractors will be utilized to complete this project. Two DBE subcontractors are identified in their bid and are presented in the following table.

The total value of DBE subcontracts as presented in the bid is 4 percent of the total bid.

**DBE SUBCONTRACTOR TABLE**

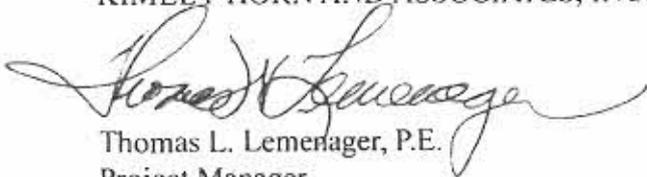
<b>Contractor</b>	<b>Type of Work</b>	<b>Approximate Value</b>
Curtis Clean Sweep	Saw Cut/Crack Repair	2%
Ortiz and Associates, Inc.	Rotomilling	2%

Based on the evaluation of the bid, Kimley-Horn recommends awarding all four schedules: Schedule "A"- Rehabilitate Runway 14-32 and Parallel Taxiway, Schedule "B" – Install Runway Edge Lighting and Drainage Improvements, Schedule "C" – Reconstruct North Terminal Apron, Schedule "D" – Expand South Terminal Apron to Valley Paving and Asphalt, Inc in a total amount of \$3,046,455.16.

If you have any questions regarding the bid, bid results and subsequent award process, please call me 208-350-7260.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Thomas L. Lemenager, P.E.  
Project Manager

Enclosure

## AGENDA REPORT

April 4, 2011

TO: Mayor and City Council

FROM: Alan Daniels, Airport Manager

THROUGH: Henry Lawrence, City Manager

**SUBJECT: CONTRACT ADDENDUM WITH KIMLEY-HORN FOR ADDITIONAL ENGINEERING SERVICES FOR THE AIRPORT IMPROVEMENT PROJECT**

DATE: March 24, 2011

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### SUMMARY:

Attached is the following document:

- Contract Addendum to Kimley-Horn for Additional \$246,090

This contract is an addendum to our existing contract with Kimley-Horn to authorize them to provide engineering services through the construction phase and overall completion of this airport improvement grant project.

### PREVIOUS COUNCIL ACTION:

Feb 2009	Council Accepts FAA Grant Project #3-41-0044-008 for \$124,168 thru Resolution #2009-104
Jul 2009	Council Approves Contract with Kimley-Horn for \$60,030 for Project Design Start-up
Jul 2009	Council Approves Contract with USKH for Independent Review of Kimley-Horn Pricing
Mar 2010	Council Approves Contract Increase with Kimley-Horn from \$60,030 to \$124,168 for Additional Project Design Work Paid
Sep 2010	Council Accepts FAA Grant Project #3-41-0044-009 for \$168,913 thru Resolution 2010-141
Sep 2010	Council Approves Addendum with Kimley-Horn for additional \$184,303
Mar 2011	Council accepts FAA Grant 3-41-0044-010 in the amount of \$553,168

**BACKGROUND:**

The original contract with Kimley-Horn was for \$60,030, and was then increased for each FAA Grant Project #008 and #009 and is proposed to be increased for the Connect Oregon II Project as follows:

<b>Kimley-Horn Contract</b>			
	<b>Grant Funds</b>	<b>General Fund Match</b>	<b>Engineering Total</b>
FAA Project #3-41-0044-008	\$ 124,168.00	\$ 6,550.00	\$ 130,718.00
FAA Project #3-41-0044-009	\$ 168,913.00	\$ 8,890.00	\$ 177,803.00
FAA Project #3-41-0044-010	\$ -	\$ -	\$ -
Connect Oregon II - ODOT	\$ 245,298.00	\$ 792.00	\$ 246,090.00
	\$ 538,379.00	\$ 16,232.00	\$ 554,611.00

This is proposed to be the final addendum for this project for engineering work for the airport improvement project that includes overlaying the runway, taxiway, ramp and adding new ramp area. The full cost of the overall airport improvement project is projected to be \$4,457,972.

**ALTERNATIVE:**

The Council could choose not to proceed with awarding additional design work to Kimley-Horn.

**FINANCIAL IMPLICATIONS:**

This contract addendum is proposed to be paid out of the Connect Oregon II Project budget for final plans and engineering documents.

The budget for the Connect Oregon II Project was established by Council Resolution No. 2010-149 in October 2010; however, the final project grant was only recently received from the FAA and the City can now proceed with the construction phase of the project.

**RECOMMENDATION:**

Staff recommends the Council authorize the City Manager to enter into the contract addendum with Kimley-Horn.

**PROPOSED MOTION:**

I move that the City Council authorize the City Manager to enter into a contract addendum with Kimley-Horn for an additional \$246,090 to complete engineering work for the Ontario Airport Improvement Project as funded by the Connect Oregon II Grant.

**AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN  
THE CITY OF ONTARIO, OREGON AND KIMLEY-HORN AND  
ASSOCIATES, INC.**

AMENDMENT NUMBER ONE DATED \_\_\_\_\_, 2010 to the agreement between City of Ontario, Oregon, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 1, 2010 ("the Agreement") concerning Rehabilitate Runway 14-32, Rehabilitate Parallel Taxiway, Install New Runway Edge Lighting & Shouldering, Rehabilitate and Expand Existing Apron - AIP 3-41-0044-008 (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

\_\_\_\_\_

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

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

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

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

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

Exhibit A to Amendment Number One,  
dated \_\_\_\_\_.

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Consultant shall perform the following Additional Services:

*Consultant will perform the portion of the Bidding and Construction not included under the original Engineering Services Contract including all of Construction- Phase 6, all of Operational- Phase 7 and a portion of Additional Services- Phase 8 including 8.7, 8.10, and 8.13. Details of the Scope of Work for these items are included as an Exhibit B to this Amendment.*

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

*Not applicable*

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

*Consultant intends to perform the Construction- Phase 6 services during the summer of 2011 with the Operational Services being completed in the fall and early winter of 2011. Additional Services- Phase 8 Items 8.7 and 8.10 will be completed during the summer of 2011 while Phase 8 Item 8.13 will be completed in the fall and early winter of 2011.*

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

*Client will pay Consultant a Cost Plus Max Fee of \$246,090.00. The Client shall pay the Consultant an amount based upon the Consultant's then current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost. Technical use of computer for design, analysis, GIS, and graphics, etc. will be billed at \$5.00 per hour.*

STANDARD AGREEMENT BETWEEN CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 1st day of February, 2010, by and between the City of Ontario, Oregon ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant")

NAME OF PROJECT: Rehabilitate Runway 14-32, Rehabilitate Parallel Taxiway, Install New Runway Edge Lighting & Shoudering, Rehabilitate and Expand Existing Apron - AIP 3-41-0044-008.

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in Exhibit A, which is attached and made a part of this Agreement ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$5.00 per hour.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as the Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.
- (b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, including performance requirements, budgetary limitations, and copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in Exhibit A), data prepared by or services of others, including without limitation borings, probes and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which

Consultant may use and rely upon in performing services under this Agreement.

- (e) Provide Consulting surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A).
- (f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- (g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.
- (h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- (i) Cause to be provided such accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project, including services for issues raised by any contractor(s) of the Client ("the Contractor"), such auditing services as the Client may require to ascertain how the Contractor has used the moneys paid to it under the construction contract, and such inspection services as the Client may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to it.
- (j) If the Client designates a person to represent it at the site other than Consultant or its agent or employee, set forth the duties, responsibilities and limitations of authority of the representative and the effect on the responsibilities of the Consultant in an exhibit to this Agreement before services begin.
- (k) If more than one prime contract is to be awarded for construction, materials, equipment and services for the Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- (l) Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.
- (m) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- (n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.
- (o) Bear all costs incident to the responsibilities of the Client.
- (p) Period of Services. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work timely after receipt of a fully executed copy of this Agreement and will complete the Services described in Exhibit A within a reasonable length of time. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for

more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) Kinley-Horn will perform the Design Portion of the Scope of Services as stated in the method of Compensation Section of Exhibit A for a lump sum fee of \$223,752.00. Kinley-Horn will perform a portion of the Bidding and Construction Portion which will include all of Bidding-Phase 5 and a portion of Additional Services-Phase 8 including 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.8, 8.9, 8.11, 8.12, 8.14, & 8.15 as stated in the method of Compensation Section of Exhibit A for a Prevailing Rates Basis Fee of \$93,030.00. The Client shall pay the Consultant an amount based upon the Consultant's then current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$5.00 per hour.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(c) The Client shall also be invoiced for and shall pay to the Consultant all taxes, if any, whether state, local, or federal levied with respect to amounts paid hereunder.

(5) Method of Payment.

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 45 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing.

(c) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord

and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents.

(a) All work the Engineer performs under this Agreement shall be considered work made for hire and shall become the property of the Owner. The Owner shall own any and all data, documents, plans, copyrights, specifications, working paper and any other materials the Engineer produces in connection with this Agreement. On completion or termination of the Agreement the Engineer shall deliver these materials to the Owner's Airport Manager.

(b) The Engineer may retain for its own use and as its own cost copies to the materials referred to in section (a) of this section.

(c) Any use the Owner makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the Owner's risk and Owner shall indemnify and hold harmless Engineer from any and all liability for any reuse of the material referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverages, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) Standard of Care. In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary of the Client.

(10) Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law,

and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subcontractors to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subcontractors shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section is intended solely to limit the remedies available to the Client and those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Failing to reach agreement thereby and if then agreed to by the parties, the matter shall then be submitted to binding arbitration. Any mediation, arbitration or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(14) **Hazardous Substances.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with the services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(15) **Assignment and Subcontracting.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subcontractors as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subcontractors.

(16) **Confidentiality.** The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Public Contracting Law.** Pursuant to the requirements of ORS Chapter 279, the following terms and conditions are made a part of this Agreement. The Engineer agrees that he or she shall:

(a) Make payments promptly, as due, to all persons supplying to Engineer labor or materials for the

prosecution of the work performed for in this Agreement.

- (b) Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
- (c) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (d) If the Engineer fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Engineer by any person in connection with this Agreement, as such claim becomes due, the proper officer representing Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Engineer by reason this Agreement.
- (e) No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it.
- (f) Since this Agreement is for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- (g) The Engineer shall promptly, as due, make payments to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Engineer, of all sums which the Engineer agrees to pay for such services and all moneys and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

(h) The Engineer and all employees working under this agreement are subject employers under ORS 656.017.

## 45

- (18) Early Termination of Agreement
- (a) The Owner and the Engineer, by mutual written agreement, may terminate this Agreement at any time.
- (b) The Owner on Thirty (30) days written notice to the Engineer, by may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the Owner or Engineer may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the party has not substantially cured the breach within fifteen (15) days of the notice, then the party giving notice may terminate the Agreement at any time thereafter giving a written notice of termination.
- (19) Payment on Early Termination
- (a) In the event of termination under Paragraphs 18.a. and 18.b., Early Termination of Agreement, hereof, the Owner shall pay the Engineer, for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under Paragraphs 18.c., Early Termination of Agreement, by the Engineer due to a breach by the Owner, the Owner shall pay the Engineer as provided in Paragraph (a).

(c) In the event of termination under Paragraphs 18.c., Early Termination of Agreement, by the Owner due to a breach by the Engineer, then the Owner shall pay the Engineer as provided in Paragraph (a), subject to set off of excess cost, as provide in Paragraph (20), Remedies.

(d) In the event of termination, all of the Engineer's work product will become and remain property of the Owner.

### (20) Remedies

(a) In the event of termination under Paragraphs 18.c. by the Owner due to a breach by the Engineer, then the owner may complete the work itself, or be agreement with another Consultant, or by a combination thereof. In the event of completing the work exceeds the remaining unpaid balance of the compensation provide under paragraph 4, Compensation for Services, then the Engineer shall pay to the Owner the amount of the excess.

(b) The remedies provided to the Owner under paragraph (18) , Early Termination of Agreement, Paragraph (19) Payment on Early Terminations and Paragraph (20), Remedies, hereof for a breach by the Engineer shall not be exclusive. The Owner also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the Owner, then the Engineer's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraph 18, Early Termination of Agreement, and Paragraph (19), Early Termination of Agreement, and Paragraph (19), Payment on Early Termination, hereof.

(21) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Arizona. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CLIENT: City of Ontario

BY: [Signature]

ITS: City Manager

ATTEST: [Signature]

(IF CORPORATION, ATTIX CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC.

BY: [Signature]

ITS: [Signature]

ATTIX: [Signature]

**DESCRIPTION OF PROJECT  
AND  
SCOPE OF CONSULTANT  
SERVICES**

**FOR**

AIP 3-41-0044-008

**PROJECT LOCATION:**

**ONTARIO MUNICIPAL AIRPORT  
ONTARIO, OREGON**

**Owner:**

**CITY OF ONTARIO, OREGON**

**May, 2009  
Revised June 2009 and January 2010**

AVAILABLE INFORMATION:

- Existing Airport Layout Plan set and Associated Master Plan Update prepared by Toothman-Orton Engineering Company dated December 2007.
- Connect Oregon II Program Application 2007-2009 prepared by Toothman-Orton Engineering Company dated August, 2007.

PROJECT DESCRIPTION

Proposed project work is to include the following generally described physical improvements to Airport Facilities:

1. Rehabilitate Runway 14-32, including Shouldering
2. Install New Runway Edge Lighting System
3. Rehabilitate Parallel Taxiway and Associated Connecting Taxiways
4. Rehabilitate and Expand Existing Apron Area

See the attached drawings for the general location of these improvements. The work will be performed and constructed with financial assistance from the State of Oregon-Connect Oregon funds and the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). The remaining funds will be provided by the Owner. The FAA Project Number is AIP 3-41-0044-008. The estimated total project budget is in the range of \$3.8 million to \$4.3 million. The estimated total project construction cost is in the range of \$3.2 million to \$3.6 million.

Professional services to be provided shall include planning, civil design, grant administration, site planning, preliminary design, final design, bidding, construction administration and observation, quality assurance and the overall coordination of all phases of the project with the Owner, State of Oregon and the FAA.

PROJECT IMPROVEMENTS TO INCLUDE:

1. **47** Rehabilitate Runway 14-32, including new Shouldering (approximately 600,000 square feet)  
Work is anticipated to include pavement removal, new drainage structures, retrofitted edge drain system, crack filling, paving fabric and bituminous asphalt placement, aggregate shouldering, and pavement marking.
2. Install New Runway Edge Lighting System (approximately 10,300 linear feet)  
Work is anticipated to include installation of new electrical conduit, cable, edge lights including light bases and transformers.
3. Rehabilitate Parallel Taxiway and Associated Connecting Taxiways (approximately 175,000 square feet)  
Work is anticipated to include crack filling, paving fabric installation, bituminous asphalt placement, and pavement marking.
4. Rehabilitate and Expand Existing Apron Area (approximately 322,500 square feet)  
Work is anticipated to include new drainage structures, crack filling, paving fabric, bituminous asphalt placement, unclassified excavation, subbase, base course, and pavement marking.

guidance with the design process. Coordinate with FAA concerning these and other procedural items.

- 1.8 Initiate internal budgets, prepare monthly invoices with status reports of project progress in performing the work.

### SCOPE OF SERVICES

More specifically, professional services required to accomplish the Project are anticipated to include the following activities.

#### **PHASE 1 - GENERAL ADMINISTRATION**

During the course of the Project the following general administrative services shall be provided.

- 1.1 Assist in Project Scope review and formulation. Prepare a Scope of Professional Services narrative. The Scope of Work will include a listing of all work tasks in a spreadsheet with "empty cells" for man-hours, hourly rates, and lump sum costs. Provide a "draft" scope for review by the Sponsor, State and FAA. Discuss review comments and revise accordingly.
- 1.2 Prepare an Agreement for Professional Services for submittal and review by the Sponsor. The Agreement will be comprehensive in description of services and responsibilities of contract parties. Agreement will contain verbiage endemic to Oregon State Statutes.
- 1.3 Include a detailed cost proposal based on estimates of professional service man hours, hourly rates and lump sum costs required to accomplish the design development and construction administration of the work.
- 1.4 Attend Project PreDesign meeting with Owner and FAA by telephone. In addition a prescoping meeting will be held at the airport to determine the planning and study issues that will need to be addressed during the design of the project.
- 1.5 Obtain existing survey control data, preliminary design drawings as required, the Airport Layout Plan Set and other documents from the previous Engineer-of-Record at the airport. Provide release letter for the Owner to obtain documents.
- 1.6 Coordinate with Independent Engineering Fee Estimator to describe and review the proposed project Scope of Work and to discuss the project in detail. This meeting will be utilized to assist the Independent Estimator so he/she can better understand the project. If the Estimator is located in Boise, the meeting will be held face to face in Boise. If the Estimator is remotely located the meeting will be accomplished by telephone. One formal meeting will be held to describe and discuss the scope of the project.
- 1.7 Advise and Coordinate with Owner regarding compliance documentation, procedure requirements, Scope of Work and Engineering Services Contract and general

## PHASE 2 - PLANNING AND STUDY

Planning and Study Phase Services shall include:

- 2.1 Investigate the proposed job site and environs. Allow civil design personnel to become familiar with the proposed job site. Take photographs and otherwise document findings of visit.
- 2.2 Review Preliminary cost estimate compiled in association with the original Connect Oregon application. Determine the feasibility of the associated scope of the work that determined the costs. Review unit costs used in original application and determine fluctuations from current potential bid costs. Discuss any construction alternatives not included in the original scope of the application that may be advantageous to adopt for the project. Discuss method to adopt alternative while staying within the budget as established by Connect Oregon Application/Grant.
- 2.3 Determine alternatives for the rehabilitation of the existing Runway 14-32 shoulder. Alternatives will consider the viability of reusing the existing runway shoulder drainage facility. If reuse of the facility is not feasible, determine a new drainage system that will address runway runoff.
- 2.4 Determine the feasibility of overlaying the existing apron prior to expansion as an alternative to complete reconstruction. Use geotechnical testing to determine the structural reliability of overlaying the apron. Determine if an overlay will allow finish apron grades to meet FAA grading criteria without reconstruction.
- 2.5 Determine if the existing Connecting Taxiway width at the intersection of the old runway and Runway 14-32 is necessary. Also determine the cost effectiveness of other "extra" pavement at Taxiway A-2.
- 2.6 Determine the best method to smooth the existing Runway where it was extended in 2007. Review runway survey data to determine additional areas that may need asphaltic leveling or grinding. Determine the most cost effective method of smoothing these sections.
- 2.7 Determine if an overlay of Runway 14-32 is structurally feasible and a cost effective method. This will be determined from a review of geotechnical data.
- 2.8 Determine the most effective apron configuration for the various activities in the apron environ. This includes insuring adequate spacing between tie-down rows, circulation for aircraft traffic, providing adequate separation between taxiing and fueling aircraft and fuel facilities.

6

- 2.9 Inspect electrical vault for upgrades that may need to be made to existing facilities due to upgrades of runway edge light system and associated electrical codes. If substantial upgrades to the electrical vault or its appurtenances are required, these tasks will be considered an additional service.

## PHASE 3 - PRELIMINARY DESIGN

Preliminary Design Phase Services shall include:

- 3.1 Assemble base data and base maps for the project work area from the design survey.
- 3.2 Compile existing utility data, required to develop the project current conditions and to form the basis for design. The utility investigation will be based on as-built documentation provided by the Airport plus topographic survey information of surface features gathered by the Consultant. One trip to the airport site to observe the location and condition of existing runway drainage system and associated inlets will be required.
- 3.3 Prepare a conceptual construction sequence and safety plan for evaluation by the Owner, Airport, FBO, airport users, agencies, and the FAA. FAA requires a construction Safety Plan showing construction haul routes and staging areas, Notices to Airmen, and temporary marking, lighting and operational surface shutdowns for each of the construction phases as required. It is anticipated that due to the time needed for construction and the amount of pavement effected, phasing will be required during both the runway rehabilitation and apron construction.
- 3.4 Prepare preliminary Design Plans (65% complete) for review and discussion with the Sponsor. See Item 4.1 for the number and type of anticipated plan sheets.
- 3.5 Determine detention or retention requirements required as a result of alterations in existing storm drainage scenarios if required. Perform storage calculations as required by local best management practices. Alteration of drainage scenarios are anticipated both in the apron and the runway area.
- 3.6 Determine configuration for retro reflective markers for proposed apron configuration in accordance with FAA Advisory Circulars. Determine/review new Runway 14/32 edge and threshold light layouts.
- 3.7 Define critical aircraft for the pavement design of the project and develop pavement design criteria accordingly. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6D.

7

3.8 Attend three meetings with the Airport Advisory Board during the design of the project in order to keep Airport personnel and management abreast of the progress of the design. Discussions concerning project phasing and the impact of movement of aircraft from within the existing apron will need to be discussed.

3.9 Consultant shall review existing drainage studies developed for the Airport and surrounding developments to evaluate existing drainage patterns and systems. Consultant shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5C, Surface Drainage Design. It is anticipated that a new drainage system presently located in the shoulder east of the runway will need to be relocated to a location between the Runway and the parallel taxiway for the entire length of the runway. Any necessary drainage improvements will be sized to accommodate a 5-year storm event based on FAA design criteria.

#### PHASE 4 - FINAL DESIGN

The Final Design phase shall include the preparation of detailed construction plans and specifications, required design report, cost estimates, bid and contract documents suitable for obtaining competitive bids for construction of improvements. Final Design Services shall include the following work tasks:

4.1 Prepare final design drawings in conformance with FAA AC 150/5300-13 "Airport Design" including Change 13. Plans will include a Final Construction Sequence and Safety Plan. Incorporate comments received during the preliminary design review process into project design.

**Note:** An indication of the number of anticipated project plan sheets will be shown with the cost proposal. It is anticipated that the project design will require forty-nine plan sheets. The Plan Sheets include the following:

- Sheet 1 Cover
- Sheet 2 Construction Layout Plan
- Sheet 3-5 Safety & Phasing
- Sheet 6-10 Demo Runway Shoulder Plans
- Sheet 11-12 Grading & Drainage (Apron)
- Sheet 13-17 Grading and Drainage (Runway & P. Taxiway)
- Sheet 18-19 Grading and Drainage (Fill Area)
- Sheet 20-21 Plan and Profile (Apron)
- Sheet 22-26 Plan & Profile (Runway)
- Sheet 27-31 Plan & Profile (Parallel Taxiway)
- Sheet 32-35 Plan & Profile (Connecting Taxiways)
- Sheet 36 Marking (Apron)
- Sheet 37-38 Marking (Runway)
- Sheet 39-40 Marking (P. Taxiway)
- Sheet 41-45 Runway, Lighting, Taxiway Reflector Layout
- Sheet 46-47 Details (Civil)
- Sheet 48 Details (Electrical)
- Sheet 49 Details (Marking)

4.2 Prepare construction specifications based on FAA AC 150/5370-10C "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Seattle Airports Districts Office.

4.3 Prepare Bid Documents to include Bid Advertisement, Instructions to Bidders, Proposal, Bid Documents, Construction Agreement and Bond Forms, Notice of Award, Notice to Proceed, Wage Rates, Special Provisions, General Provisions,

Technical Specifications, and other Contract Documents required for solicitation of Bids and execution of a construction contract following bid award.

- 4.4 Prepare a revised estimate of project costs based on detailed bid schedules and advise the Owner as to budget status.
- 4.5 Prepare the Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Operation Safety Plan, Modification of Standards, Design Analysis, Geotechnical Investigation Report, and Construction Cost Estimate.
- 4.6 Prepare Modification(s) of FAA Standards, as required to document changes to FAA standard regulations identified in the Design Phase, and obtain FAA and Sponsor approval prior to Grant offer.
- 4.7 Review final design drawings and associated documents with the Owner. Send copies of the drawings, Specifications and Engineers Design Report to the FAA and the State of Oregon for their review. Review design philosophy, phasing and safety plan, preliminary design drawings, design analysis and project schedules with the Sponsor. Coordinate with airport users, if required. Anticipate two (2) review meetings with the Owner in Ontario, Oregon including attendance by the Project Manager and Senior Engineer. Upon receipt of FAA review, address comments to all Contract Documents. Consultant will provide a written response to the airport and the FAA to the final review comments.
- 4.8 Consultant shall conduct a Peer and Quality Control Review for the contract documents performed in the Final Design Phase. Consultant shall assign individuals who have not worked on the development of the Drawings and Specifications.
- 4.9 Provide the Owner with two (2) complete sets of Final Design Documents, including plans, specifications, and design report. Submit one (1) set of similar documentation to each of the FAA and the State of Oregon.

## PHASE 5 - BIDDING

Assist the Owner in the competitive sealed bid and Contractor selection process. Prepare and process contract award and construction agreement documents for the Sponsor. Bidding phase services shall include the following tasks:

- 5.1 Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that the Engineer will conduct this meeting in Ontario, Oregon.
- 5.2 Respond to questions that arise during the Contractor's or supplier's bid preparation process. Issue addenda or other clarifications as may be required. The actual preparation and issuance of Addenda shall be considered an Additional Service in Phase 8.
- 5.3 Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested.
- 5.4 Assist the Owner in preparation for the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that the Engineer will coordinate and attend this meeting in Ontario, Oregon.
- 5.5 Prepare detailed Bid Tabulations documenting bid results and submit to Owner, FAA and the State of Oregon.
- 5.6 Assist the Owner with review and analysis of bids received. Consultant will determine his opinion on "responsiveness" of bid submittal. Provide Engineer's letter of recommendation of award to Owner.
- 5.7 Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist Owner and Contractor in processing documents for the project.
- 5.8 Advise the Owner of possible action in cases where bids exceed Sponsor's budget for the work to be performed by the Contractor.
- 5.9 Coordinate with FAA and State of Oregon throughout the bid and award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.

Note: The Consultant is to assume an orderly and routine bid process in preparation of man-hour estimates. Resolution of non-routine issues which may be associated with, but not limited to the following: bid protests; questionable contractor or subcontractor qualifications; failure to submit a "responsive" bid; rebid services or bid negotiations. If these items are required, they will be considered Additional Services beyond the scope of man-hours and costs estimated to complete the work described herein.

## PHASE 6 - CONSTRUCTION

During the construction phase, the Consultant shall administer all aspects of the construction contract over which the Consultant can be expected to have realistic control in order to assist the Owner in monitoring and documenting the construction process for design compliance, quality assurance, and cost control. Construction phase services shall more specifically include the following work tasks:

- 6.1 Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the Owner in Ontario, Oregon, and prepare and issue minutes of the Pre-Construction Conference; advise the FAA and State of Pre-Construction Conference dates and include FAA items in conference agenda.
- 6.2 Prepare a Construction Management Plan in accordance with FAA guidelines. Clarify specification and document submittal requirements. Include Contractor's Quality Control Plan information into the plan. Submit document to the FAA.
- 6.3 Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with Owner and Airport operations. The Consultant shall advise the Contractor of any areas where the schedule is not in compliance with the contract for construction.
- 6.4 Obtain from the Contractor proposed shop drawings and submittal schedule which shall identify all shop drawings, sample and submittals required by the contract for construction, along with the anticipated dates for submission. The Consultant shall review the Contractor's shop drawings, samples, and other submittals. The Consultant shall log and track all shop drawings, samples and submittals.
- 6.5 Organize and conduct weekly construction meetings with Sponsor, Contractor and others as appropriate. Contractor's schedule review and work progress will be discussed at all meetings. The Resident Field Engineer will hold these meetings on the construction site at the Ontario Municipal Airport in Ontario, Oregon.
- 6.6 Provide three project representatives to monitor and document construction activities as appropriate. Duties for the resident personnel will include conformance with schedules, plans and specifications; review and document construction quantities; document significant conversations, situations, events or changed conditions; document input or visits from local authorities and officials; prepare and submit routine inspection reports; maintain a project diary, and attend weekly safety meetings. It is anticipated that the Consultant will provide a Resident Engineer for a period of 60 working days at 10 hours per day.

- 6.7 A second inspector will be required during the days the Contractor will be paving. The second inspector will be on-site for 16 working days for an anticipated period of 9.5 hours per day.
- 6.8 A third inspector will be required during the anticipated night construction. The third inspector will be on-site for 35 working days for an anticipated period of 9.5 hours per night.
- 6.9 Provide office administration support and assistance to the Onsite Project Representative with senior design management or other personnel as field activities may require.
- 6.10 The Consultant shall receive and review the Contractor's requests for payment. The Consultant shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The Consultant shall provide recommendations to the Owner as to the acceptability of the requests. The Consultant shall advise the Owner as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the construction contract.
- 6.11 Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance.
- Note:** It is anticipated that Consultant will monitor and test for Quality Assurance compaction testing on bituminous concrete placement only. It is anticipated that the Contractor shall be responsible for all source approval testing, aggregate materials production, bituminous mix design and Quality Control Testing of bituminous concrete production and placement and Quality Assurance Testing for subgrade, subbase and base course. The Consultant will provide supplemental Quality Control testing only during aggregate production operations. The Consultant shall review and accept the mix design(s) submitted by the Contractor and coordinate with and review test results performed by Contractor as required.
- 6.12 Conduct a Final Completion Inspection with the Owner and Contractor. Advise and coordinate with FAA and the State of Oregon regarding inspection dates. Produce substantial and final completion inspection certificates and document "punch list" items.
- 6.13 Assist Sponsor with review of Contractor Wage and EEO documentation review. Conduct Wage interview with Contractor personnel as required.
- 6.14 Coordinate with Owner, FAA and the State throughout the construction process. Submit required construction documentation, including weekly activity report forms,

mix designs, change orders, etc. Coordinate with Owner and FAA verbally concerning change orders, as required.

## PHASE 7 - OPERATIONAL

The Operational Phase shall consist of project closeout and documentation services. Operational phase services shall include the following tasks:

- 7.1 Prepare As-Constructed revisions to Design and Construction Drawings for project improvements. Provide Sponsor and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide Sponsor with one set of prints of Record Drawings.
- 7.2 Prepare an As-Constructed Airport Layout Plan Set (ALP) to document improvements. Consultant will be required to update ALP to show new development at the airport since the previous update. This includes any added facilities including new hangar development.
- 7.3 Document the Project work and accomplishments in a Final Construction Report in accordance with FAA guidelines. Contents to address test results and quality control program compliance per FAA guidelines. The following minimum items are required in the report: bid abstract narrative describing work sequence, problems and conditions; list of sub and prime contractors, change orders; dates for award; NTP; contract and actual completion dates; labor statement of compliance; final construction quantities; liquidated damages; Contractor statement that no further payment is due; updated pavement strength survey; construction management plan; acceptance test summary sheets; mix design information; consultant certifications; DBE program approval and participation summary; and copy of approval letter for the ALP revision.
- 7.4 Coordinate with Contractors on Owners behalf to obtain lien releases from subcontractors and prime Contractors in preparation to making final payment.
- 7.5 Assist Sponsor with overall budget status analysis and reports, closeout documentation review, and coordination with the FAA, as requested by the Owner. Assist in preparation of required project certifications.

## PHASE 8 - ADDITIONAL SERVICES:

The following services shall be provided by Consultant as "Additional Services" to basic services required under Phases 1 through 7:

- 8.1 Prepare applications and supporting documents for governmental grants, loans or advances in connection with the project.
  - 8.1.1 Prepare a Grant Application for submittal to FAA prior to project design. Update the Grant Application for FAA-AIP funding assistance based on project bid results. Assist Sponsor in coordination of Grant Application submittal and process.
  - 8.1.2 Assist the Sponsor in preparation and processing of the following required certifications for Sponsors submittal to the FAA: "Selection of Consultants", "Project Plans and Specifications", "Equipment/Construction Contracts", and "Construction Project Final Acceptance".
  - 8.1.3 Assist Sponsor in communication and coordination with the Oregon Department of Transportation and the Connect Oregon personnel.
  - 8.1.4 Prepare a Pre-Application for FAA-AIP funding assistance. Assist Sponsor in coordination of Pre-Application submittal and process.
- 8.2 Assist Sponsor in preparation and processing of periodic project Request for Reimbursement (RFR) submittals to the FAA. Based on the size of the project anticipate approximately seventeen RFR's on this project. Consultant will provide the Owner and the FAA a spreadsheet that will track the RFR payments for the project for all of the anticipated seventeen RFR's. It is assumed that the owner will perform their own reimbursement of State of Oregon funds.
- 8.3 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
  - 8.3.1 Contact FAA to obtain most recent revisions to Federal DBE Program requirements. Research and advise the Owner as to program requirements and the Owners responsibilities as a grantee. Prepare a DBE program acceptable to the Owner and FAA following the FY 2004 requirements of the Federal DBE program. Review contract documents and special provisions for compliance with FY 2004 Federal and FAA requirements. Develop methodology for establishing contract DBE goals.

**Note:** Not included in this Scope of Work are services relating to significant revisions or updates to the DBE program beyond the FY 2004 Federal DBE program required format.

- 8.3.2 Evaluate contract work scope for DBE subcontract opportunities (both professional and contractor). Develop project specific goals, prepare required FAA justification and obtain FAA approval.
- 8.3.3 Review project contract documents for compliance with current DBE requirements as required by FAA.
- 8.3.4 Review project bids for compliance with DBE requirements, prepare and submit required DBE participation forms at completion of construction.
- 8.3.5 Assist in evaluation and resolution of DBE issues which may arise during the bidding and construction process.
- 8.3.6 Review Contractor provided data, prepare and submit required statements for DBE participation actually achieved in the work as part of the final construction report.
- 8.3.7 Complete the "Uniform Report of DBE Awards or Commitments and Payments" including contract award amount or contractor/engineer's commitment and actual resulting payment to DBE's.

8.4 Administer design Geotechnical subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. The geotechnical laboratory work will be performed utilizing the services of a subconsultant. The general scope of the geotechnical work will include the following:

Administer 8 cores/bore logs to a depth of 4-feet on existing Runway 32-14, 4 cores/bore logs to a depth of 4-feet on existing parallel taxiway, 8 cores/bore logs to a depth of 5-feet on existing asphalt shoulders, and 6 cores/bore logs to a depth of 5-feet on existing asphalt terminal apron. The geotechnical engineer shall immediately patch all pavement core holes to the satisfaction of Ontario Airport Manager. Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the Unified Soil Classification System (USCS) as well as including Moisture Content, Atterberg Limits, Grain Size Distribution. Ground water depth shall be recorded if encountered. Recommendations concerning the ability to overlay with asphalt on the runway, parallel taxiway, and apron should be included.

Administer 6 cores/bore logs to a depth of 5-feet on existing future terminal apron area. Data shall be collected on the soil types and depths and categorized according

to the Unified Soil Classification System (USCS) as well as including Moisture Content, Atterberg Limits, and Grain Size Distribution. Ground water depth shall be recorded if encountered. One California Bearing Ratio (CBR) test shall be performed on one of the bore log samples at a depth of 18-inches which is the anticipated depth of subgrade.

Approximate locations of the cores/bore logs are shown on the attached drawing. The geotechnical engineer shall coordinate with the Engineer to determine exact core/bore log locations.

The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2E safety guidelines. It should be anticipated that the bore logs taken on the Runway 32-14 and the existing shoulder area will be connected after 11 p.m. in which the runway will be closed to aircraft. The geotechnical firm will need to coordinate with the Airport Manager and Engineer anticipated for closure time.

The geotechnical firm shall submit 3 copies of the final geotechnical report including all required information as mentioned above to the Engineer in a timely manner upon finishing field work.

- 8.5 Provide periodic project budget updates to Sponsor during performance of the work.
- 8.6 Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with subconsultant surveyors to assure that design survey is performed as required. Provide survey subconsultant with an adequate scope of work such that he can provide an accurate cost for performing the services as described below:

The primary area is along Runway 14-32, parallel taxiway, connector taxiways, and the terminal apron. Runway 14-32 shall be section surveyed every 50-foot longitudinally with 6 shots (edge pavement, midpoint between centerline and edge of pavement, and centerline) taken at each section. The parallel taxiway and connector taxiways shall be section surveyed every 50-foot longitudinally with 3 shots (edge pavement and centerline) taken at each section. The area west of Runway 14-32 to the existing fence, infield between Runway 14-32 and parallel taxiway, and 50-foot east of parallel taxiway shall be surveyed at 50-foot by 50-foot grid. The terminal apron area shown on the map including all ground features shall be surveyed at a minimum of 50-foot by 50-foot grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade brakes, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), utility markers, edge of pavements, and electrical components. At a minimum the area shall be survey on a 50-foot by 50-foot grid. The total of all areas are approximately 368,500 square yards.

The secondary area is the Runway 32 safety area and the east expansion area. These areas shall be surveyed at a minimum of 100-foot by 100-foot grid. All topographical features shall be surveyed including but not limited to: grade brakes, pavement markings, tie-downs, building corners, fence, drainage structures, utility markers, edge of pavements, and electrical components. The area is approximately 258,500 square yards.

Existing control monuments to be used for the survey control are shown on the attached drawing (will need to be tied together to double check for accuracy).

The survey will have to be coordinated with the Ontario Airport Manager for airport access and optimum time to minimize disruption to air traffic. Survey crew working on and around Runway 14-32 shall have hand held radio which can receive aircraft signals in order to avoid disruption to air traffic.

The survey shall be conducted in accordance to FAA AC 150/5370-2E. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be  $\pm 0.02$  feet for paved surfaces and  $\pm 0.05$ -feet for unpaved surfaces. Horizontal tolerances shall be  $\pm 0.03$ -feet.

The collected data shall be provided on a compact disk to Kimley-Horn with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

This line item will also reimburse the Consultant for the payment to the survey subconsultant in accomplishing the work as described above.

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56

Perform the survey for the construction portion of the project. The construction survey will entail providing the Contractor with an initial vertical and horizontal survey control only. Grade control staking i.e. slope staking, "blue tops", etc. will be the Contractor's responsibility. Coordinate with surveying subconsultant to assure that construction surveys are performed as required.

8.8 Respond to Sponsor's questions during comparison of consultant proposal and independent fee estimate. Participate in negotiation and revision of work scope and engineering services costs, if required by Sponsor.

8.9 Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the Owner and/or the F.A.A. Cost estimate includes cost for the preparation of two Addendums.

8.10 Prepare Contract Change Order/Supplemental Agreements. All services associated with evaluation, negotiation, and preparation and processing of Contract Change

20

Orders or Supplemental Agreements are considered to be an Additional Service. Man-hour estimates and costs are to be based on normal construction events as experienced by the consultant for projects of this type and size. Cost estimate is based on three Change Orders.

8.11 Address subsurface drainage requirements for the Runway 14-32 and propose appropriate methods for compliance with the FAA Northwest Mountain Region policy on subsurface pavement drainage.

8.12 Submit monthly Construction Project Reports from the U.S. Department of Commerce- U.S. Census Bureau during the design and construction periods of the project. These forms are required by the agency on a random basis and if required will include Project Information, Ownership and Construction Start dates, Cost Estimates and Monthly construction progress reports including monthly value of construction placed on the project.

8.13 Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions concerning Contractors wage rates and interview forms as required.

8.14 Prepare two 7460's for submittal to the FAA prior to the project design. One form will show the FAA the anticipated pavements that will be added as a result of the project. Review of the submitted project configuration on the ALP drawing will be submitted to FAA for the first 7460. The second 7460 will document the anticipated equipment that will be involved in the construction period. Both documents will be reviewed by approximately five FAA divisions as part of the 7460 process.

8.15 Prepare and Submit a FAA Northwest Mountain Region, Airports Division Environmental Checklist. The purpose is to present to FAA information concerning the effect of the proposed project on environmental categories in an effort to support a categorical exclusion from the National Environmental Policy Act (NEPA). It is assumed that the area to be included in the documentation of the categorical exclusion will be the apron expansion area, runway shoulder and associated drainage area. Overlay of the runway, parallel taxiway, connecting taxiways and apron are not anticipated to require an environmental study.

The checklist includes the following NEPA categories:  
Noise, Compatible Land Use, Social Impact, Induced Socio-Economic Impacts, Environmental Justice, Air Quality, Water Quality, Section 4F Impacts, Cultural Resources, Biotic Communities, Threatened and Endangered Activities, Essential Fish Habitats, Migratory Birds, Wetlands, Floodplains, Wild and Scenic Rivers, Farmlands, Energy Supply and Natural Resources, Light Emissions, Solid Waste Impacts, Construction Impacts and Hazardous Materials.

21

**TARGET SCHEDULE**

The following dates summarize the target completion of significant Project tasks.

<u>ACTIVITY</u>	<u>COMPLIANCE</u>
Final Scope of Work Narrative	June 2009
Contracts to Owner	July 2009
Consultant Contract Execution	August 2009
Initiate Design	January 2010
Final Design Completion	**April 1, 2010
Advertise Project	April 15, 2010
Bid Opening	May 15, 2009
Award Project	June 1, 2010
Construction Contracts	July 1, 2010
Pre-Construction Conference	July 1, 2010
Start Construction	July 15, 2010
*Complete Construction	October 15, 2010
Project Construction Closeout	December 2010

Schedule is based on execution of a FAA Grant Offer in February 2010.

\*Construction completion and commencements are weather dependent.

\*\* Will depend on date of receipt of Connect Oregon funding.



**ONTARIO MUNICIPAL AIRPORT**  
 City of Ontario, Oregon  
**PROPOSED FEE ESTIMATE / KIMLEY-HORN**

NO.	TASK/DESCRIPTION	SALARY SCHEDULE BY CATEGORY												OTHER EXPENSES				TOTAL	PROJECT TOTAL		
		Principal		Person Manager		Senior Personnel/Engineer		Civil/Structural Engineer I		Mechanical/Electrical Engineer II		Technician/Assistant		Administrative		TOTAL LABOR COSTS				Travel	Miscellaneous In-office Supplies, FAX, Phone and Misc.
		HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST				
<b>TOTAL FEE ESTIMATE</b>		1	31	62	102,000	250	500,000	50	112,500	34	68,400	19	37,950	280	560,000	22,800	45,600	15,000	30,000	84,200	842,000