AGENDA
CITY COUNCIL - CITY OF ONTARIO, OREGON
April 29, 2010, 2:30 p.m., M.T. Public Hearing
May 3, 2010, 7:00 p.m., M.T.

1) Call to order

A) Roll Call: Norm Crume ___ Charlotte Fugate ____ John Gaskill _____
Susann Mills ____ David Sullivan _____ Ron Verini _____
Joe Dominick _____

2) Pledge of Allegiance

This Agenda was posted on Wednesday, April 28, 2010, and a study session was held on Thursday, April 29, 2010. Copies of the Agenda are available at the City Hall Customer Service Counter and on the city's website at 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 04/19/10 1-6
B) Liquor License Application-New Outlet: Wholesale Malt Beverage and Wine 7
C) Ordinance #2643-2010: Rezone E-5 to E-2 (Poole) (Final Reading) 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) Ordinance #2644-2010: Amend OMC 7-1 Mandatory Garbage Service for Repeat Nuisance Properties (Final Reading) 11-14

7) New Business:

A) Resolution #2010-120: Accept/Expend OWEB Grant Monies for Phase II of the Malheur River Bank Stabilization Project 15-31
B) Resolution #2010-127: Setting Fines for Parking Violations 32-33
C) Ordinance #2642-2010: Consenting to the Assignment of the Malheur Home Telephone Company Franchise to Qwest Corporation (1st Reading) 34-38

8) Thursday, April 29, 2010, 2:30 p.m.
Public Hearing for the City of Ontario Local Contract Review Board

A) Resolution #2010-126: Fire Station Storage Building Project; Competitive Bidding Exemption to use Design/Build Contracting Method as a Pilot Project 39-162

9) Discussion Items: Thursday

A) Presentation: Hutchison Smith Architects - Aquatic Center Master Plan

10) Correspondence, Comments and Ex-Officio Reports

11) Adjourn

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

COUNCIL MEETING MINUTES
April 19, 2010

The regular meeting of the Ontario City Council was called to order by Mayor Joe Dominick at 7:00 p.m. on Monday, April 19, 2010, in the Council Chambers of City Hall. Council members present were Norm Crume, Joe Dominick, Charlotte Fugate, John Gaskill, Susann Mills, David Sullivan and Ron Verini.

Members of staff present were Henry Lawrence, Tori Barnett, Larry Sullivan, Chuck Mickelson, Dave Stiefvater, Dawn Eden and camera operator Erika Hopper.

David Sullivan led everyone in the Pledge of Allegiance.

AGENDA
David Sullivan moved, seconded by Susann Mills, to adopt the Agenda as presented. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CONSENT AGENDA
Susann Mills moved, seconded by Charlotte Fugate, to approve Consent Agenda Item A: Approval of Minutes of regular meeting of 04/05/2010; Item B: Resolution #2010-123: Accept/Expend Grant from ODOT for Car Seats and Technician Training; Item C: Ordinance #2632-2009C: The Final Order and Findings of Fact in the Matter of Planning File 2009-04-04AZ, the Annexation of 2.34 Acres of Property into the City of Ontario and to Rezone said Property from UGA-Industrial to the City I-2 Heavy Industrial; the Property is Generally Known as Tax Lot 1500, Assessors Map 18S 47E-10, Located at 1515 SE 2nd Street, Ontario; Correction for Boston's Beef House (Final Reading); Item D: Proclamation – Public Safety Telecommunicator Week; and Item E: Approval of the Bills. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

The Mayor read the proclamation into the record:

WHEREAS, Hundreds of dedicated telecommunicators serve the citizens of Oregon both night and day by answering their request for law enforcement, fire and emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, The professional public safety telecommunicator is a vital link between citizens, victims and public safety providers; and

WHEREAS, The critical functions performed by professional telecommunicators also include those related to highway safety and many other operations performed by state and local government agencies; and

WHEREAS, This is the 41st birthday of the 9-1-1 call in the United States.

NOW, THEREFORE, BE IT RESOLVED, that Governor Ted R. Kulongoski does proclaim April 11-17, 2010 to be Public Safety Telecommunicator Week in Oregon, and encourages all Oregonians to join in this observance.

Mayor Dominick stated the Ontario Police Department was one of the two 9-1-1 public safety answering points in Malheur County. There were seven certified, professional Telecommunicators on staff: Melody Weir, 21 years; Tauni Thode, 14 years; Liz Amason, 13 years; Michelle Mallea, 13 years; Julie Walker, 13 years; Kathy Ross, 8 years, and Teresa Camacho, 3 years. That small group of employees staffed the 9-1-1 center 24 hours a day, 7 days a week. Last year, they answered over 60,000 phones calls, with just over 5,000 being calls for police, fire, and medical. Telecommunicators were the first person crime victims or those suffering from medical emergencies talked to. There were sometimes good endings and sometimes bad. He and the City Council thanked Ontario's Telecommunicators for their dedicated work, and encouraged the citizens of Ontario to thank them also.

NEW BUSINESS

Resolution #2010-117: Transfer Funds to Complete Golf Kitchen and Dining Room Remodel

Henry Lawrence, City Manager, stated the proposed resolution was for the approval by the City Council to authorize a reallocation of expenditures within the Golf Fund for remodeling the kitchen and dining room at the City of Ontario Golf Course Club House. The 2009-2011 Biennial Budget included $15,000 for the range hood replacement, $10,000 for course site improvements, and $25,000 for the back flow device on the fire sprinkler system. The balance of the costs for the Golf Course Kitchen and Dining Room Remodel Project, $75,000, were proposed to come from the $227,737 Golf Fund contingency line item.

David Sullivan moved, seconded by John Gaskill, to adopt Resolution #2010-117, A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE GOLF FUND TO COMPLETE THE GOLF COURSE KITCHEN AND DINING ROOM REMODEL PROJECT. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Resolution #2010-121: Transfer Funds for SW 4th Street Tree Planting and Irrigation Project

Dawn Eden, Engineering Technician I, stated the proposed resolution was to transfer funds within the Public Works Street Fund operating contingency to fund the SW 4th Street Tree Planting and Irrigation Project. Sealed bids were opened on April 8, 2010, for the project, with three bids being received. The apparent lowest responsive and responsible bidder was Decker Landscaping, with a bid in the amount of $30,785.00.

In June, 1999, Council authorized the Public Works Director to begin the process of creating LID 45, which was the improvement of SW 4th Street and Sunset Drive. A portion of LID 45 was to plant landscaping along SW 4th Street, from Southwest 11th Avenue to Southwest 18th Avenue. At that time, $40,000 was allocated for landscaping in the 2007-2009 budget, but the funding was not carried over. The 2009-2011 budget did not specify funds for completion of the LID 45 Landscaping project.

Council could choose to not finish the project, however, landscaping was a commitment made by management staff and City Council to the businesses along SW 4th Street at the time the LID was being formed. Due to budget constraints and other factors, the project was never finished. The cost of the landscaping project was not assessed to the property owners along SW 4th Street, as the landscaping was the City's contribution to the LID.

The Operating Contingency for the Street Fund would be reduced from $96,299 to $56,299. The reason for the $40,000 request was to allow for a contingency for any unknowns associated with the project. The bid was a unit price contract and the contractor would be paid by the foot for boring under the driveways in order to install the irrigation lines. The total expense would not be known until each driveway was excavated to determine what conduit existed.

John Gaskill moved, seconded by Ron Verini, to adopt Resolution #2010-121, A RESOLUTION AUTHORIZING A TRANSFER WITHIN THE STREET FUND OPERATING CONTINGENCY FOR THE SOUTHWEST 4TH STREET TREE PLANTING AND IRRIGATION PROJECT. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Resolution #2010-122: Authorize Agreement with Musgrove Engineering for Engineering Services for the Design of the City Hall HVAC and Lighting Project

Yorick de Tassigny, Facilities Manager, stated the proposed resolution would authorize the City Manager to enter into a professional services contract with Musgrove Engineering of Boise, Idaho for the provision of design services for the City Hall HVAC and lighting upgrade project. The City was successful in securing federal grant funds from the Oregon Department of Energy awarding American Recovery and Reinvestment Act federal stimulus funds from the US Department of Energy to fund this project in its entirety. The project was needed to replace dated energy systems that had surpassed their useful lives and were very inefficient in providing comfort to occupants. Previously, the Council acknowledged receipt and authorized the expenditure of a $728,000 American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) within the grant fund through Resolution 2010-114, dated March 1, 2010.

In November 2009, staff applied for American Recovery and Reinvestment Act of 2009 (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) funding to complete a lighting and HVAC (heating, ventilating and air conditioning) upgrade at City Hall, based on a report following a level 1 energy audit of the facility. The City was awarded $728,000, the full amount for designing and completing the project, less the estimated $10,000 in staff time that would be required for administering the work.

The project would target the two largest energy consuming systems in the facility: Lighting and HVAC. The lighting portion of the project, estimated at $103,000, included a complete retrofit of interior and exterior lights and fixtures.

The HVAC portion of the project, estimated at $625,000, would seek to completely dismantle and replace the existing variable air volume (VAV) system. The City would follow the audits report's recommendation to design and install a variable refrigerant flow (VRF) system. The project would cause some disruption to the normal flow of business, but was unlikely to cause any interruption of services or lengthy displacements of staff.

In February of 2010, Staff released a Request for Qualifications for engineering services to design the project. A total of four statements of qualifications were received and reviewed by a selection committee consisting of Council members David Sullivan and Norm Crume, Deputy Public Works Director Bob Walker, Facilities Manager Yorick de Tassigny and Matt Grant, Grant Mechanical (the City's mechanical contractor). All submitting firms were deemed qualified, and the committee created a "short list" ranking of the top respondents to continue to the next phase of the process. Firms were ranked based on qualifications (ability to provide services based on the contemplated scope of work, experience of the firm and individual members, references and examples of relevant projects) as well as project understanding and approach, including schedule.

Two firms were interviewed in the second phase: CK3 (Ontario) and Musgrove Engineering (Boise). The interview provided an opportunity for each firm to demonstrate their understanding of the project through a brief presentation followed by a question and answer session. It was also a good way for the selection committee members to interact with the potential managers of the project. Emphasis was placed on the HVAC portion of the project as it represented the greatest portion of the project cost. Despite having been around for thirty years and their growing popularity, VRF systems are a relatively new technology in this region. The committee felt that the City would be best served by selecting the design firm with the highest level of expertise and documented experience with VRFs.

Musgrove Engineering was identified as the top-ranked firm based on their more extensive experience designing VRF systems, both in new construction and in retrofit installations. Of particular significance was a project similar in size they completed in a building that had to remain occupied during the work, meaning disruption had to be kept at a minimum. The committee has since requested and received a proposed fee structure which equates to a lump sum of $73,000 for the design of the system, development of construction documents, bidding assistance and construction administration. The fee proposal and contract have been deemed acceptable and are now being brought forward to the Council for approval. Work under this contract would be funded in its entirety with federal grant funds from the Oregon Department of Energy awarding American Recovery and Reinvestment Act federal stimulus funds from the US Department of Energy.

Charles Pahlin, Musgrove Engineering, gave an overview of what work his firm would be doing during the modification to City Hall.

Mayor Dominick requested that a monthly update on the project be provided to the Council.

David Sullivan moved, seconded by Susann Mills, to adopt Resolution 2010-122, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF ONTARIO, OREGON, AND MUSGROVE ENGINEERING OF BOISE, IDAHO, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE CITY HALL HVAC AND LIGHTING PROJECT. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Ordinance #2644-2010: Impose Mandatory Garbage Service for Repeat Nuisance Properties (1st Reading)

Larry Sullivan, City Attorney, stated the proposed ordinance would authorize the City Manager to require certain properties that have had repeated nuisance abatement notices to have mandatory garbage service. The ordinance would supplement the City's enforcement tools for nuisance abatement. If a real property address was within the definition of a "repeat nuisance property", the City Manager or his designee would be authorized to impose weekly mandatory garbage service at that address. A repeat nuisance property was one that had two or more abatement notices within a 12-month period, whether or not the property had been cleaned up within the 14 day abatement period. This was intended to target people who repeatedly waited to clean up their property until they received an abatement notice.

Changes that had been discussed at the work session would be incorporated into the ordinance prior to the second reading. One change would be to 7-1-6 now included verbiage that the property owner would also be notified if the City would be giving a notice to the utility address; it would also include language in the notice that written notices would include a statement that a failure to pay for the mandatory garbage service would result in a lien on the real property and termination of water service. Another change, following discussion of whether or not the $10 administrative fee would be sufficient to cover the City's costs, there would be language added that would allow the Council to revise that fee by resolution. An additional change made, that had not been discussed at the study session, was with regard to the provision in the ordinance which stated if a person failed to pay for mandatory garbage service, the result would be termination of their water service. It was possible that could be contested. To avoid that, a provision had been added stating that all utility payments would be applied first to any mandatory

garbage service. The ordinance applied only to certain categories of nuisances, dealing with accumulations of garbage, debris and similar items that could be rectified by mandatory garbage service. For instance, it would not apply to weeds, storage of automobile parts, etc. The City would bill the cost of mandatory garbage service on the water and sewer bill for that address. The bill would include a $10 per month administrative fee. Otherwise the charge would be the same amount charged by Ontario Sanitary Service. Subsection (F) of the ordinance described the circumstances under which mandatory garbage service might be terminated, including the lapse of 12 months from the last abatement notice.

If the Council approved Ordinance 2644-2010, a contract would be prepared between the City and Ontario Sanitary Service to handle mandatory garbage service, including billing and collection issues. Staff met with Scott Wilson of Ontario Sanitary Service to review a draft of the ordinance and discussed the terms of a contract, and there appeared to be no areas of disagreement about the issues. Mr. Wilson anticipated no problems for Ontario Sanitary Service in providing mandatory garbage service under the ordinance.

Henry Lawrence stated he had researched the cost to the City to incorporate this feature into Springbrook, and found it to be approximately $450.

Norm Crume moved, seconded by Charlotte Fugate, to adopt Ordinance #2644-2010, AN ORDINANCE IMPOSING MANDATORY GARBAGE SERVICE FOR REPEAT NUISANCE PROPERTIES, with stated amendments, on First Reading by Title Only. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

PUBLIC HEARING

Ordinance #2643-2010: Rezone E-5 to E-2 (Poole)(1st Reading)
It being the date advertised for public hearing on the matter of Ordinance #2643-2010, the Mayor declared the hearing open. There were no objections to the city's jurisdiction to hear the action, no abstentions, ex-parte contact, and no declarations of conflict of interest.

David Richey, Planning Director, stated the applicant, Ralph Poole, had requested a zone change to allow the approximate nine acre parcel to be subdivided into four parcels rather than remain a single ownership as with the current five acre minimum lot size. The requested zone change made the greater number of parcels possible. A partition/subdivision with attendant public utilities and facilities would have to be built in order to complete readiness for commercial activity. The change in land use had no anticipated impact on the transportation system plan.

The Mayor opened the hearing for public testimony.

Opponents: None.
Proponents: None.

There being no Proponent and no Opponent testimony, the Mayor declared the hearing closed.

Ron Verini moved, seconded by David Sullivan, to adopt the Findings of Fact as presented. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Ron Verini moved, seconded by John Gaskill, to adopt Ordinance #2643-2010, AN ORDINANCE ADDRESSING THE FINAL ORDER AND FINDINGS OF FACT FOR THE REZONE OF APPROXIMATELY 9 ACRES OF PROPERTY FROM EMPLOYMENT 5 (E-5) TO EMPLOYMENT 2 (E-2) FOR PROPERTY LOCATED AT 1030 NW WASHINGTON AVENUE, TAX LOTS 3600 AND 3700, ASSESSOR'S MAP 17S 47E-33C, PLANNING FILE 2010-02-03Z, on First Reading by Title Only. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

RETURN TO NEW BUSINESS

Bid Award: SW 4th Street Tree Planting and Irrigation Project (Decker Landscaping)
Dawn Eden, Engineering Technician I, stated bids had been opened on April 8th for the Southwest 4th Street Tree Planting and Irrigation Project, with three bids being received. Bidders were Clint Decker, Decker Landscaping, for $30,785.00; Michael King, Howard Landscaping, for $34,222.86; and Dan Turner, Franz Witte Landscaping, for $32,139.22. Staff's estimate for the project had been $37,350. The apparent lowest responsive and responsible bidder was Clint Decker of Decker Landscaping. The 2009-2011 budget did not specify funds for completion of the landscaping project.

A portion of LID 45, authorized in June, 1999, was to plant landscaping along SW 4th Street, from SW 11th Avenue to SW 18th Avenue. The work consisted of construction of an irrigation system including pipe valves, drip systems, topsoil, weed barrier, 21 Chanticleer Pear trees and 24 Crimson Spire Oak trees. The entire project included traffic control, mobilization/demobilization, trees, boring and installation of conduit beneath SW 14th Avenue, irrigation, weed barrier, tree wrap, weed barrier staples, T-posts, tree ties, and tan and white decorative gravel in the beds.

Although the contract provided Decker Landscaping a month to complete the project, Mr. Decker anticipated the project would only take approximately two weeks to finish. The Chanticleer Pear trees and Crimson Spire Oak trees he found on the other side of the state were much older and more established trees than the City originally priced for this project. Staff was looking at trees that were 1.75" to 2" caliper and Mr. Decker located trees 3" caliper. Andrews Seed in Ontario was instrumental in selecting trees for this project, and the Chanticleer Pear trees and Crimson Spire Oak trees were columnar trees which were designed to not grow high into power lines or grow out over the roadway. These columnar trees would have roots that would grow downward, not growing into the sidewalk and street, causing damage to City infrastructure. Yearly maintenance cost was estimated at $5,700 for a City employee to perform routine tree pruning and weed control.

Charlotte Fugate moved, seconded by Susann Mills, to award the Southwest 4th Street Tree Planting and Irrigation Project to Clint Decker, Decker Landscaping, the lowest responsive and responsible bidder, in the amount of $30,785.00 and authorize the City Manager to be signatory to an agreement with Clint Decker, of Decker Landscaping. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

Resolution #2010-124: Transfer Funds for Excavation and Repair at Skyline Reservoir

Chuck Mickelson, Public Works Director, stated City staff had identified the need to clean out sediment in the sediment retention pond and drain ditches along the south and west sides of the Skyline Reservoir effluent pond. Quotes were solicited from local excavation contractors for the excavation and repair work required to allow the drainage and retention system to be restored as designed. Four contractors provided proposals, received on April 1st. Steve Gerulf, Steve's Backhoe Service, was the low responsive quote for the required work.

In 1996, the City Council approved the Construction of the Skyline Reservoir and installation of the piping to send effluent from the WWTP to the Skyline Farm. In December 2004, the Council adopted a resolution to hire Holladay Engineering to design the sediment retention pond and drainage ditch to divert storm water and sediment away from the lined Skyline Reservoir. In September 2005, the Council adopted another resolution to reallocate funds from Public Works for the Skyline Storm Water Improvements Project, in the amount of $138,000.00; Public Works staff completed the construction work.

In 1996-97, the City undertook a project to expand the capabilities for the wastewater disposal system the City used. The decision was made to send the treated effluent water from the Wastewater Treatment Plant to the Skyline Farm for storage and disposal of the water during the summer months. The pipelines, pumps and reservoirs were built and the City began sending water up to the farm for the farmers use. During the next few years it was discovered that there was excessive sedimentation/erosion entering the lined reservoir, thus causing a high maintenance expense to the City. Staff elected to complete the construction work in-house with a Public Works crew, and the sediment retention/water disposal system project was constructed. Over the course of 2009-2010, very extensive storm events filled the sedimentation pond and created erosion along the armored embankments of the drain ditches. The systems needed to be restored back to designed conditions. If approved, the Public Works fund would be reduced by $30,000 from operating contingency, as this was an unbudgeted item.

John Gaskill moved, seconded by David Sullivan, to adopt Resolution #2010-124, A RESOLUTION AUTHORIZING A REALLOCATION OF EXPENDITURES WITHIN THE SEWER FUND FOR EXCAVATION AND REPAIRS AT THE SKYLINE RESERVOIR. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

CORRESPONDENCE, COMMENTS, AND EX-OFFICIO REPORTS

- Chuck Mickelson reminded the Council of the Public Hearing scheduled for the design/build project for the Fire Department storage building on Thursday, April 29th, at 2:30 p.m. Bid opening for the project was set for May 5th.

  Mr. Lawrence reminded the Council that the work session on the 29th would begin at the Aquatic Center. Council would be given a tour, and then they would return to City Hall to continue the study session, and to see a presentation by Hutchison Smith Architects regarding the Aquatic Center Master Plan.

- Mr. Lawrence stated the Golf Course kitchen and dining room remodel was progressing nicely, and he encouraged the Council to go out and take a look. They hoped to install the drywall next week.

- Councilor Crume stated he was extremely dismayed to learn that the Laxson Park restrooms had been damaged. It had only been open two days.

  Mr. Lawrence stated the damage was quite extensive, and the restrooms would be closed until further notice.

- Councilor Verini stated the VA van visit had been a great success. It was there for veterans and their families. Also, the wounded warrior letter writing project in the area had been a success. The letters were to be hand-delivered to Walter Reed Hospital at the end of the week.

- Councilor Gaskill stated Friday, April 23rd was the deadline to turn in applications for the City of Ontario Leadership Scholarship Award. This year, there would again be two awards, thanks to the $750 donation of Anderson-Perry of La Grande. Also, CK3, LLC, had again donated an additional $250 to combine with the City's existing $500 award. Therefore, there would be two awards, for $750 each.

- Councilor Fugate stated she had attended a conference in Salem last Saturday for the Cultural Trust Program. Those funds could be given as grants for humanities, heritage, and the arts. They had put approximately $50,000 in the community over the past 5-6 years. Second, the Feral Cat program was going to have a yard sale May 7-8. Donations to the sale to help fund the feral cat project could be made by contacting her.

- Mayor Dominick congratulated Nyssa on the grand opening of their new Wastewater Treatment Plant.

- Mayor Dominick stated at the Ontario Chamber that day, there had been a presentation by Christi Wherry, representing the Boys & Girls Club. They needed community support both in donated time and dollars. It ran approximately $250,000 per year to keep the doors open.

- Mayor Dominick reminded everyone of Serve Day, scheduled for Saturday, May 15th. There were 37 projects already lined up, and he encouraged everyone to participate.

ADJOURN

Ron Verini moved, seconded by John Gaskill, that the meeting be adjourned. Roll call vote: Crume-yes; Fugate-yes; Gaskill-yes; Mills-yes; Sullivan-yes; Verini-yes; Dominick-yes. Motion carried 7/0/0.

ATTEST:

Joe Dominick, Mayor

Tori Barnett, MMC, City Recorder

CONSENT AGENDA
MAY 3, 2010

TO: Mayor and City Council

FROM: Mike Kee, Police Chief

THROUGH: Henry Lawrence, City Manager

SUBJECT: **LIQUOR LICENSE APPLICATION – NEW OUTLET**
Wholesale Malt Beverage & Wine

DATE: April 27, 2010

SUMMARY:
Stein Distributing Company Inc. has completed the "New Outlet" application process for "Wholesale Malt Beverage and Wine" liquor license privilege through the Oregon Liquor Control Commission for their business located at 371 S.E. 12th Avenue, Ontario, Oregon.

All necessary paperwork has been approved through OLCC office and is awaiting approval through the Ontario City Council.

BACKGROUND:
Criminal Record process was completed on Stein Distributing Company Corporate Officers. All records returned clear. A review of the application has been completed in accordance with the City of Ontario's ordinance regulating this license, and the application forms have been filled out appropriately and required fees have been paid. All Permit requirements have been met.

RECOMMENDATION:
Staff recommends approval of the application for New Outlet / Wholesale Malt Beverage and Wine liquor license for Stein Distributing Company, Incorporated.

CONSENT AGENDA
May 3, 2010

TO: Mayor and City Council

FROM: Marcy Skinner, Planning & Zoning Technician

THROUGH: Henry Lawrence, City Manager

SUBJECT: **ORDINANCE #2643-2010: FINAL ORDER AND FINDINGS OF FACT IN THE MATTER OF PLANNING FILE 2010-02-03 Z, POOLE BROTHERS ENTERPRISES, INC REZONE FROM EMPLOYMENT ZONE E-5 TO EMPLOYMENT ZONE E-2- SECOND AND FINAL READING**

DATE: April 26, 2010

SUMMARY:
Attached is the following document:

- Ordinance #2643-2010

There have been no changes to the proposed ordinance since first reading.

PREVIOUS COUNCIL ACTION:
4/19/2010 Council passed the 1st reading of Ordinance # 2643-2010.

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance #2643-2010, on Second and Final Reading.

ORDINANCE # 2643-2010

AN ORDINANCE REZONING APPROXIMATELY NINE (9) ACRES OF PROPERTY FROM EMPLOYMENT 5 (E5) TO EMPLOYMENT 2 (E2). THE PROPERTY IS GENERALLY KNOWN AS TAX LOTS 3600 AND 3700, ASSESSORS MAP 17S 47E-33C, LOCATED AT 1030 NW WASHINGTON AVENUE, ONTARIO.

FINDINGS OF FACT:

Whereas: The proposal is reasonably consistent with the applicable provisions of the Ontario Comprehensive Plan, Title 10 and its zone and administrative sections 10A and 10B; and

Whereas: Notice has been sent to the Department of Land Conservation and Development a minimum of 45 days prior to this formal procedure to annex and in particular, rezone the subject property in accord with State Administrative Rules, and;

Whereas: All appropriate local notices have been given for this proposal and the public hearings it requires; and

Whereas: The subject site is within the City of Ontario Corporate limits; and

Whereas: The subject site is bordered by urban growth area lands labeled for future Employment 5 uses; and

Whereas: The property owner has formally requested that the subject site be rezoned to a kindred classification permitting more parcels but a lesser number of allowed uses; and

Whereas: City emergency services are available to this site in a manner similar to other land in the City; and

Whereas: The property is 9 acres in size and is known as Tax Lots 3600 and 3700, Assessor's Map #17S 47E 33C; and

Whereas: Pursuant to the formal application, the Ontario Planning Commission held a properly noticed public hearing on April 12, 2010, approved findings of fact, and made a recommendation to City Council; and

Whereas: The City Council has held a properly noticed public hearing and reviewed all evidence and testimony submitted at the City Council hearing; and

Whereas: The City of Ontario Planning Commission, at its regular and properly noticed public hearing of April 12, 2010 considered and recommended approval of the rezone from E-5 to E-2 as described in this ordinance.

NOW THEREFORE, THE CITY OF ONTARIO COUNCIL ORDAINS AS FOLLOWS:

Based upon the Comprehensive Plan, the procedures and regulations provided in Title 10, of the Zoning Ordinance, and the above listed Findings, the Ontario City Council approves and adopts Ordinance #2643-2010 rezoning the nine (9) acre property identified as Tax Lots 3600 and 3700, Assessor's Map #17S 47E 33 owned Ralph Poole from Employment 5 (E-5) zone to the Employment 2 (E-2) zone.

PASSED AND ADOPTED by the Common Council of the City of Ontario this_____ day of _____, 2010 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINED:

APPROVED by the Mayor this _____day of _____, 2010.

_____
Joe Dominick, Mayor

ATTEST:

_____
Tori Barnett, MMC, City Recorder

AGENDA REPORT – OLD BUSINESS

May 3, 2010

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Henry Lawrence, City Manager

SUBJECT: ORDINANCE #2644-2010: IMPOSING MANDATORY GARBAGE SERVICE FOR REPEAT NUISANCE PROPERTIES (FINAL READING)

DATE: April 26, 2010

SUMMARY:

Attached is the following document:

- Ordinance #2644-2010

Proposed Ordinance #2644-2010 authorizes the City Manager to require certain properties that have had repeated nuisance abatement notices to have mandatory garbage service.

PREVIOUS COUNCIL ACTION:

Apr 19, 2010 Council passed Ordinance #2644-2010 on 1st reading with amendments.

STAFF RECOMMENDATION:

Staff recommends the Council adopt Ordinance #2644-2010.

PROPOSED MOTION:

"I move that the Mayor and Council approve Ordinance #2644-2010, AN ORDINANCE IMPOSING MANDATORY GARBAGE SERVICE FOR REPEAT NUISANCE PROPERTIES, on Second and Final Reading by Title Only."

ORDINANCE NO. 2644-2010

AN ORDINANCE IMPOSING MANDATORY GARBAGE SERVICE FOR REPEAT NUISANCE PROPERTIES

WHEREAS, City Code provisions for nuisance abatement require a written notice or a posting of nuisance abatement; and

WHEREAS, Some owners or occupants receiving abatement notices have temporarily cleaned up their real property within the time required for nuisance abatement but have repeatedly caused garbage, debris and refuse to accumulate on the property until another abatement notice is sent; and

WHEREAS, Garbage collection service through the City of Ontario's garbage service franchisee is discretionary with the property owner; and

WHEREAS, The City Council finds that for property owners and occupants that have been subject to repeated nuisance abatement notices, the imposition of mandatory garbage service will encourage them to use the garbage collection service to keep their property clean.

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

Section 1. Ontario City Code Section 7-1-4 is amended by adding the following underlined subsection (h) to 7-1-4(A)3.:

3. The initial notice to abate shall contain:

*****

(h) A statement that the delivery or posting of more than one nuisance abatement notice within a 12 month period may result in the imposition of mandatory garbage service under City Code Section 7-1-6.

Section 2. Section 7-1-6 of the Ontario City Code is added to Chapter 1 of Title 7 of the Ontario City Code:

7-1-6 Mandatory Garbage Service for Repeat Nuisance Properties

(A) Definitions. For the purpose of this Ordinance, the following definitions apply:

(1) City Manager: The City Manager or the City Manager's designee.

(2) Repeat Nuisance Property: A real property address that, within a twelve (12) month period, has been the subject of two or more nuisance abatement notices or nuisance abatement postings under City Code Section 7-1-4(A), for violating one or more of the following provisions of the Ontario City Code: Section 7-1-2(C), (O), or (Q); or Section 7-1-3 (D) or (E).

(B) Imposition of Mandatory Garbage Service. In addition to any other remedies authorized by this Chapter, the City Manager may impose mandatory garbage service for a repeat nuisance property.

(C) Notice. Written notice of the imposition of mandatory garbage service shall be sent by certified mail to the water and sewer billing address shown in the City's records for the repeat nuisance property. If the owner of the property as shown by the records of the Malheur County Assessor is different from the utility customer, the notice shall also be sent by certified mail to the property owner. Written notices shall include a statement that the failure to pay for mandatory garbage service will result in the imposition of a lien on the real property and termination of water service.

(D) Commencement of Service. Mandatory garbage service shall commence thirty (30) days after the date of mailing of the notice.

(D) Weekly Service. Mandatory garbage service shall consist of the collection of one garbage container every week. Properties with mandatory garbage service shall be subject to the garbage collection franchisee's rules, regulations and procedures for weekly garbage collection.

(E) Billing and Enforcement. The cost of mandatory garbage service shall be the same charge as that imposed by the City's garbage service franchisee for weekly garbage collection service, plus an administrative fee of $10 per month or such other amount as may be established by resolution of the City Council. The charge for mandatory garbage service shall be included as a separate line item in the City's monthly bill for water and sewer service, and utility payments shall be applied first to any mandatory garbage service charge. Upon notification by the franchisee, the City shall impose surcharges for excess or additional loads at the same rate charged by the franchisee. A failure to pay for the mandatory garbage service shall be subject to the same enforcement procedures as a failure to pay for water and sewer service, including but not limited to the imposition of a lien on the real property and termination of water service.

(F) Termination. The City Manager may terminate mandatory garbage service for one or more of the following reasons:

(1) The owner or the occupant of the repeat nuisance property requests termination and more than twelve (12) months have passed since the last nuisance abatement notice or nuisance abatement posting; or

(2) The person or persons causing the nuisance condition on the repeat nuisance property no longer own or occupy the property; or

(3) The garbage service franchisee requests that mandatory garbage service at that address be discontinued; or

(4) In the City Manager's judgment, the purpose for imposing mandatory garbage service at that address is no longer being served.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2010, by the following vote:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor this ____ day of _____, 2010.

ATTEST:

_____
Joe Dominick, Mayor

_____
Tori Barnett MMC, City Recorder

AGENDA REPORT

May 3, 2010

TO: Mayor and City Council

FROM: Bret Turner, Operations Assistant

THROUGH: Henry Lawrence, City Manager
Chuck Mickelson, Public Works Director

SUBJECT: **RESOLUTION #2010-120: A RESOLUTION ACKNOWLEDGING RECEIPT AND AUTHORIZING EXPENDITURE OF ADDITIONAL OWEB (OREGON WATER ENHANCEMENT BOARD) GRANT FUNDS FOR PHASE II OF THE MALHEUR RIVER BANK STABILIZATION PROJECT**

DATE: April 12, 2010

SUMMARY:

Attached are the following document(s):

- Resolution #2010-120
- Malheur Watershed Council Recommendation Letter for Phase 2
- Spreadsheet from Kelly Weideman, Malheur Watershed Council

Bids were opened on October 1, 2009 at 2:00 PM for the Malheur River Bank Stabilization Project. The bidding documents included two phases of work, Phase 1 (Base Bid) and Phase 2 (Additive Alternate). The project was awarded to Steve Lindley Contracting from Union, OR, based on the low base bid. Steve Lindley Contracting showed good progress on Phase 1, thus the Public Works staff presented the addition of Phase 2 work to this construction project to the City Council via a Consent Agenda and the work was added to the contract-by-contract change order when it was approved. OWEB (Oregon Water Enhancement Board) also agreed with this recommendation, please see the attached recommendation letter.

PREVIOUS COUNCIL ACTION:

March 3, 2008	City Council adopted Resolution No. 2008-109 for acceptance of OWEB Grant funds and transfer of Public Works Fund Sewer Contingency for City's In-Kind Match of $68,300.00.
June 15, 2009	City Council adopts the 2009-11 budget, which includes funding for this project (SEW-6).
October 29, 2009	City Council approved contract agreement with Steve Lindley Contracting for Phase 1 of Malheur River Bank Stabilization Project.
January 7, 2010	City Council approved the proposed award for the Malheur River Bank Stabilization Project Phase 2.

BACKGROUND:

During the approval process for Phase 1 construction contract, it was discussed at the City Council meeting that if OWEB grant funding came available for the Phase 2 work that City staff would bring another Consent Agenda to the Council for approval of Phase 2 construction. This resolution authorizes the acceptance of the OWEB Grant funds into the City of Ontario's budget.

FINANCIAL IMPLICATIONS:

The overall award for this project Phase 1 and 2 is $276,626.00. Therefore, resolution #2010-120 identifies an additional $152,951.00 in grant revenues within the Grant Fund, and appropriates project expenses to complete the Malheur River Bank Stabilization and Riparian Restoration project.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution #2010-120.

Proposed Motion:

I move the City Council adopt Resolution #2010-120, **A RESOLUTION ACKNOWLEDGING RECEIPT AND AUTHORIZING EXPENDITURE OF ADDITIONAL OWEB (OREGON WATER ENHANCEMENT BOARD) GRANT FUNDS FOR PHASE II OF THE MALHEUR RIVER BANK STABILIZATION PROJECT.**

RESOLUTION #2010-120

A RESOLUTION ACKNOWLEDGING RECEIPT AND AUTHORIZING EXPENDITURE OF ADDITIONAL OWEB (OREGON WATER ENHANCEMENT BOARD) GRANT FUNDS FOR PHASE II OF THE MALHEUR RIVER BANK STABILIZATION PROJECT

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

WHEREAS, The bidding documents included two phases of work: Phase 1, Base bid, and Phase 2, Additive Alternate; and

WHEREAS, Steve Lindley Contracting, awarded contractor, showed good progress on phase 1; and

WHEREAS, the Malheur Watershed Council approved the OWEB Grant #210-5026, and contract award to Steve Lindley Contracting for Phase 2; and

WHEREAS, the City Council desires to accept the grant award and formally modify the 2009-2011 Grant Fund budget by identifying the revenues and total project expenses to complete the project.

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

Account Number	Account Name	Adopted 09-11 Budget	Proposed Change	Revised 09-11 Budget
GRANT FUND				
REVENUES				
010-000-456170	OWEB Malheur River Project	$ 123,675	$ 152,951	$ 276,626
EXPENSES				
010-038-714170	OWEB Malheur River Project	$ 123,675	$ 152,951	$ 276,626

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this _____ day of _____ 2010, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this ____day of _____, 2010.

_____
Joe Dominick, Mayor

ATTEST:

_____
Tori Barnett, MMC, City Recorder

COOPERATIVE AGREEMENT

Between

City of Ontario (Cooperator(s)

and

Malheur Watershed Council (Project Sponsor)

Project Name: **Malheur River Bank Stabilization and Riparian Restoration - Phase 2**

Project Number: **210-5026**

The purpose of this Cooperative Agreement between the Cooperator and the Project Sponsor is to clarify and assign project responsibilities.

1. This Cooperative Agreement is entered into to accomplish the following tasks for the following purposes (the "work"):

Task(s)	Purpose(s)
Install rock vanes	**Direct flow away from banks**
Shape and slope banks	**To allow for repair and planting**
Install rock and erosion control fabric	**To protect toe of bank where shaping will occur**
Plant trees and shrubs after shaping	**To stabilize banks**
Install weed mats and tubing	**To protect plantings and control weeds**

2. The work will occur on lands owned by the Cooperator located in Section(s) **32**, Township **17S**, Range **47E**, in **Malheur** County. The lands are identified by **Malheur** County as tax lots _____. A map showing the location of the work is attached to and incorporated into this Cooperative Agreement.

It is mutually agreed that the work will be shared as follows:

The **Cooperators** will:

Oversee, plan, and coordinate, or allow contracted agent to do so, on installation of rock vanes, shaping and sloping of banks, installation of rock and erosion control fabric, planting of shrubs and trees, and installation of weed mats and tubing as needed, and in accordance with the project engineer's design, to complete the project as described in the approved restoration application.

Cost-share with labor, equipment use and/or cash on above project components as applicable and following the direction of the project engineer.

Perform any and all necessary maintenance of the project and its components for a period of 3 years. All work will be completed by October 31, 2011.

The **Project Sponsor** will:

Perform all fiscal management and assist with project management duties, coordinate and oversee inspection of project, monitor performance of the project annually for two years, submit all necessary reports to OWEB. All work will be completed by October 31, 2011 with final reports submitted by December 31, 2011.

It is mutually agreed that supervision, management and maintenance of the work will be shared as follows:

The **Cooperator** will:

- Permit the work to occur and remain on the Cooperator's property for a minimum of _3___ years.
- Permit the Project Sponsor and its officers, agents, employee, contractors and invitees to enter onto the property where the work is being or has been done for the purposes of inspecting the condition of the work, monitoring the effectiveness of the work, and to perform repair or replacement of the work if necessary. Said entry shall be at times reasonably agreeable to the Cooperator.
- Manage the property where the work occurs in a manner to meet the purposes set forth in this Cooperative Agreement.
- Repair or replace work that is damaged by normal use or natural events. Repair or replacement due to catastrophic natural events is not the responsibility of the Cooperator under this Cooperative Agreement.

The **Project Sponsor** will:

- Conduct monitoring of the effectiveness of the work at agreed upon frequencies and prepare an annual report on the results and condition of the work which will be delivered to project funding entities and shall be a public record.
- On or about __2__ years the Project Sponsor will complete a final report on the results and condition of the work, including observations on the design of the work, maintenance performed and its cost, and whether the work has achieved its intended purposes, to be reviewed by the Cooperator(s) prior to submittal to project funding entities.

It is further agreed that after completion of the work, all of the improvements funded with grant funds will become the property of the Cooperator, provided that the terms of this Cooperative Agreement are met.

The Cooperator shall save and hold harmless the Project Sponsor and its respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Cooperative Agreement.
The work to be performed under this Cooperative Agreement shall begin on or about **October 22, 2009**, and is expected to be completed on **October 31, 2011**.

This agreement shall be effective upon the signature of all of the parties listed below.

AGREED:

Cooperator:

Charles R Nickelson
Print Name of Cooperator

Public Works Director
Title

Cooperator signature

4/20/10
Date

Project Sponsor:

Kelly Weideman
Name of Project Sponsor

Coordinator, Malheur Watershed Council
Title

Project Sponsor signature

4-19-10
Date

Section I
APPLICANT INFORMATION

Type the information for Sections I and II **USING ONLY the pages provided. DO NOT EXCEED 3 PAGES.**

Name of project: Malheur River Bank Stabilization and Riparian Restoration - Phase 2

OWEB funds requested: $163,101.00 **Total cost of project:** $228,123.00

Project location:

This project occurs at (check one): ☒ **A single site** ☐ **Multiple sites**

Malheur River **Watershed(s)**	Malheur **County or counties**
17S 47E 32 **Township, Range, Section(s)**	42.9786 117.0975 **Longitude, Latitude (if available)**

Applicant	**Project Manager**
Name: Kelly Weideman	**Name:**Bret Turner
Organization: Malheur Watershed Council	**Organization:**City of Ontario
Address:710 S.W. 5th Avenue	**Address:**444 S.W. 4th Street
Ontario, OR 97914	Ontario, OR 97914
Phone:541-881-1417	**Phone:**541-881-3231
Fax:541-889-8840	**Fax:**541-889-7121
Email: malheurwatershed@fmtc.com	**Email:** bret.turner@ontariooregon.org

Fiscal Agent	**Landowner(s)**
Name: Same as applicant	☒ **Public: Agency:**City of Ontario
Organization:	☐ **Private: Name(s):**
Address:	
Phone:	
Fax:	
Email:	

CERTIFICATION:

I certify that this application is a true and accurate representation of the proposed work for watershed restoration and that I am authorized to sign as the Applicant or Co-Applicant. By the following signature, the Applicant certifies that they are aware of the requirements (***see Application Instructions***) of an OWEB grant and are prepared to implement the project if awarded.

Applicant Signature: _____ Date: _____

Print Name: Kelly Weideman Title: Coordinator

Co-Applicant Signature: _____ Date: _____

Print Name:

_____ Agency: _____

Section II
PROJECT INFORMATION

1. **Abstract.** In approximately 200 words, 1) identify the project location, 2) state the watershed issue or problem to be addressed, 3) the proposed solution including the area or other measurable units to be treated, 4) any proposed effectiveness monitoring, and 5) how OWEB funds will be used.

   The Malheur River in this project area is meandering, bordered by agricultural fields and the City of Ontario's wastewater treatment facility. At five locations adjacent to the facility, the river is experiencing significant bank erosion with vertical banks at several locations. The banks are sparsely vegetated with grasses and weedy vegetation along with some woody shrubs and trees. Noticeable erosion began several years ago, but was exacerbated during the flooding of 2006 when approximately 35 feet of bank was lost. The increasing erosion deposits enormous amounts of sediment into the river every year, contributing to violations of water quality standards for turbidity and sediment.

   Anderson Perry and Associates has done the design engineering work and a joint DSL-US Army Corp of Engineers fill/remove permit was applied for in February 2009. According to Anderson Perry's projected timeline for Phase 1, addressing sites 3 and 4, will be completed in October 2009. This project (Phase 2) targets sites 1, 2 and 5, and includes approximately 1,450 feet of bank stabilization, 8 j-hook vanes and 1 cross vane, plus complete replanting and seeding of disturbed areas. OWEB funds will pay for 70% of materials, contractor's equipment mobilization, engineering inspection and oversight, and fiscal admin.

2. **Has this project, or any element of this project, ever been submitted in a previous application(s) to OWEB?** ☐ Yes ☒ No

   If yes, what was the application number(s)?

3. **Is this project, or any element of this project, a continuation of a previously funded OWEB restoration project(s)?** ☒ Yes ☐ No

   If yes, what was the grant number(s)? **208-5059**

4. **Is this project a result of a previously funded OWEB Technical Assistance project(s)?** ☐ Yes ☒ No

   If yes, what was the grant number(s)?

5. **Project Partners.** In the table below, show all proposed partners and clearly describe their contribution. Be sure to provide a dollar value for each funding source. If participation is in-kind, briefly describe the nature of the contribution in the Funding Source Column.

Funding Source Name the Partner and what their contribution is.	Cash (x)	In-Kind (x)	Secured (x)	Pending (x)	Amount/Value
OWEB	X	☐	☐	X	$163,101
Landowner: City of Ontario-materials and project management	☐	X	☐	X	$65,022
	☐	☐	☐	☐	$
	☐	☐	☐	☐	$
	☐	☐	☐	☐	$
	☐	☐	☐	☐	$
Total Estimated Funds (add all amounts in the far-right Column):					*$228,123

*The total should equal the total cost of the project on page 1 of the application.

6. **Have any conditions been placed on other funds that may affect project completion?**
   ☐ Yes ☒ No

   If yes, explain:

7. **Are you requesting OWEB funds for Effectiveness Monitoring?**
   ☐ Yes ☒ No **If you check "Yes", follow the Instructions in Question R15.**

8. Attachments — Complete and attach to the back of your application:

☒ *Project Maps: 1) Provide a vicinity map showing township, range, and section (TRS), and the project location, and 2) On a USGS 7.5 min. topographic quad map, or on an aerial photo showing TRS, locate the extent of your project and site-specific activities by GPS reading if available. **Provide maps on 8½" x 11"** pages and include a legend.

☒ *Preliminary Project Designs: Provide sufficient detail to allow a reasonable evaluation of the proposal and of the effect of the project on the site. The preliminary design should include reference to appropriate standards and guidelines.

☒ *Photographs: Provide photographs to aid in understanding the situation. If color photos are necessary to convey information important for application review, supply 25 copies of each photo. **Note: If your project is funded, pre-project photos will be required in the final report.**

☐ Letters of Support from key partners or others, as appropriate.

Section III
SPECIFIC RESTORATION PROJECT ACTIVITY

R1. Contextual Overview

The Malheur River is a perennial tributary to the Snake River, entering at approximately river mile 370, just north of Ontario, Oregon. The Malheur River in the project area is meandering, bordered by agricultural fields and the City of Ontario's wastewater treatment facility. At five locations adjacent to the facility, the river is experiencing significant bank erosion with vertical banks at several locations. The banks are sparsely vegetated with grasses and weedy vegetation along with some woody shrubs and trees. Farmland is adjacent to the river and there are cut banks at several locations. Stream substrate consists mostly of gravel and finer sediment with some cobble.

Noticeable erosion began several years ago, but was exacerbated during the flooding of 2006 when approximately 35 feet of bank was lost. The increasing erosion deposits enormous amounts of sediment into the river every year, contributing to violations of water quality standards for turbidity and sediment. According to DEQ's 2005 Water Quality Index Report, the Malheur River had, *"... the second worst water quality of all sites throughout the state monitored by DEQ Laboratory and USBR for these basin reports."*

The bank erosion has caused significant damage to five specific areas. Two access roads have eroded away and in the other three areas, the erosion is encroaching into the crop and irrigation area of the City of Ontario's wastewater land application sites. The absence of vegetation in these sites also contributes to bank instability.

Because of the size of the project, it was broken down into multiple phases. In 2007, OWEB awarded funding for the beginning phase of the project that was sites 3 and 4. Anderson Perry and Associates has done the design engineering work for all five sites and applied for a joint DSL-US Army Corp of Engineers fill/remove permit in February 2009. According to Anderson Perry's projected timeline, this first phase will be completed in October 2009.

The proposed project will stabilize the streambanks to prevent future erosion through the use of rock vanes, reshaping the bank slopes, and re-vegetating the banks.

R2. Problems to be Addressed

Specific Problem(s)	Root Cause(s) of the Problem
Bank erosion Bank instability	• Lack of riparian vegetation. Few roots to aid stabilization. • Agricultural road network impinging on bank • Management history – stop gap measures such as concrete rip rap and past agricultural practices
Excessive nutrients in stream	• Poor riparian vegetation providing little filtering capacity • Excessive bank erosion

R3. Project Description

Addressing sites 1, 2 and 5. Sites 3 and 4 were part of Phase I.

Project Element	Proposed Action
Flow Control	• To divert water away from active work areas and to control sediment, in-stream flow control barriers, consisting of ecology blocks or other suitable material, will be built at the upstream end of each work site (one at each j-hook location and two at each cross vane).
Bank Instability	• Erosion control BMPs will be followed before and during construction. • J-hook vanes and cross vanes will be installed which will alter local hydraulics to reduce future scour and eddying by directing river flow to the center of the channel. • Construction will include excavation into the riverbed approximately 3-feet deep at the flow line of the cross vane. The depth of excavation will taper upward away from the center of the stream to the bank. • As the footer rocks and van rocks are placed, the trench will be excavated to install each j-hook vane. • Silt curtains will be installed to prevent sediment from entering the waterway during construction. • Shape banks to a 2:1 profile and coir matting will be installed to protect the sloped surface. • A minimum of 6-inches of topsoil will be placed on top of the coir matting to anchor it at the top of the bank. • Minimum 36-inch diameter rock will be installed at the base of the bank to stabilize the toe of slope. • Activities will be done entirely from upland areas without entering the channel. When possible, in-channel work will be done from the bank; however, equipment will be required to enter the river channel in order to construct the ends of the j-hook vanes and to tie in the ends of the cross vanes to the opposite bank. • The bank slope may be modified to allow machinery to enter and exit as needed. • A small amount of sediment will be released when equipment must enter the river to construct the far ends of the cross vanes. • Upon completion of in-stream work, flow control barriers will be removed.
Lack of riparian vegetation	• Install coir matting as described above. • Plant live stakes of willow (*Salix* sp.) and/or dogwood (*Cornus* sp.) through the

	matting into the saturation zone of the bank. • Healthy, straight and live wood stakes at least 1-year old will be harvested and planted during the dormant season. • Cuts will be clean and care taken not to damage or split end during installation. • A pilot bar will be used in firm soils. • Cuttings will be soaked for 24 hours (min.) prior to installing. • Tamp soil around the stake. • Plant 3 rows spaced 4-feet apart throughout the length of bank stabilization. • The reshaped banks and other disturbed ground will be seeded with an approximate mix of native grasses to include: *Agropyron spicatum* (Bluebunch wheatgrass) *Festuca idahoenis* (Idaho Fescue) *Poa sandbergii* (Sandberg bluegrass) *Sitanion hystrix* (Squirrel-tail Grass) *Elymus cinerus* (Great Basin wild rye) *Stipa thurbiana* (Needle and thread Grass) *Puccinellia distans* (Alkaligrass)
Project Management Activity	• Anderson Perry and Associates, and City of Ontario will share project management tasks to include construction administration and oversight, and project inspection.

R4. Watershed Benefits

Approximately 35 feet of bank was lost during the flooding in 2006 and the soil loss continues every year. The ever-worsening erosion is depositing enormous amounts of soil into the river annually contributing to violations of water quality standards for turbidity and sediment. The absence of vegetation is increasing water temperature and contributes to bank instability. This area can hardly afford to get any worse since according to DEQ's 2005 Water Quality Index Report, the Malheur River had, "... *the second worst water quality of all sites throughout the state monitored by DEQ Laboratory and USBR for these basin reports.*"

The bank erosion has caused significant damage to several areas. Two access roads have eroded away and in the other three areas, the erosion is encroaching into the crop and irrigation area of the City of Ontario's wastewater land application sites. By stabilizing the banks with coir matting, plants and toe rocks, the erosion will slow or cease as the plants root and take hold. The stabilization will also prevent the massive soil loss during flood events that was seen in 2006. During that same flood, at locations along the river where the vegetation was strong, the bank held and damage was minimal. The j-hook and cross vanes will change the hydraulics in the sections that have the worst erosion and reduce future scour and eddying by directing river flow to the center of the channel.

R5. Project Objectives

Project Element	Specific Objectives	Measure for Evaluation
Bank instability	Sloping banks with rock protection and rock vanes to redirect river flow.	No vertical eroding banks, no large scale annual soil loss
Lack of riparian vegetation	3 rows of plant stakes placed four-feet apart throughout the bank stabilization area and grass seeding.	Plant survival and new grass growth

R6. Project Design

Anderson Perry & Associates have developed the final design and will oversee construction implementation. They have been involved in projects such as this for more than 30 years. Certified Professional Engineers will be the lead staff.

Flooding is common in this reach of the Malheur and is partially causing the bank instability. With this in mind all structures and bank stability measures will be designed to withstand a 25-year 24-hour event. The plantings and grass seeding will be with native species and the same vegetation that is found in healthier sections of the river in this area. Fish passage for native adults and juveniles will not be blocked by the flow control barriers or floating silt curtains because the barriers will only block half the channel width or less. After construction is finished, the flow control barriers will be removed and unimpeded upstream and downstream fish passage will be restored across the width of the stream.

R7. Design Alternatives

Were alternative designs or solutions considered? ☒ **Yes** ☐ **No**

No action: if the Malheur River is left as it is, bank erosion will continue to threaten existing access roads and cropland. In addition, further erosion will cause the Malheur River to continue to be excessively turbid and out of compliance with water quality standards, as it is currently. This alternative will not be pursued.

Riprap: installing riprap at each of the sites would be costly and would not resolve the hydrologic conditions that are leading to bank erosion. This alternative will not be pursued.

Large woody debris: the surrounding landscape does not support forests that would currently or historically serve as sources of large woody debris. The use of anchored large wood was not pursued as an alternative due to the costs of obtaining the wood and transporting it to the project location.

Install j-hook vanes and cross vanes: installing rock vanes to redirect river flows and reshaping and stabilizing the river banks will provide a more long-term solution to the erosion problem and maintain a more natural channel/bank system, as well as reduce the excessive turbidity in the river caused by the unstable banks. This is the preferred alternative.

R8. Project Schedule

There is no ODFW preferred in-water work window for this section of the Malheur River. The average flows from August through October are expected to be low - approximately 100 cfs.

Project Elements	Start Date	End Date	Description
Bid Solicitation	June 2010	August 2010	Plan, advertise for bids, open up process
Meeting	July 2010	August 2010	Select, plan, organize, proceed.
Materials Acquisition	August 2010	November 2010	Purchase materials, transport to site

Construction	August 2010	November 2010	Project installation.
Project Inspection	November 2010	November 2010	
Post Project Implementation Review	January 2011	January 2011	

R9. Project Relationship to Regional Priorities

Malheur River Agricultural Water Quality Management Plan 2005	
Priority	Restore riparian vegetation to reduce bank erosion, and filter nutrients.
Snake River-Hells Canyon TMDL 2004	
Priority	Reduce sediment loads by 80% at the mouth of the Malheur River
Malheur Basin Action Plan 1999	
Priority	Achieve Proper Functioning Condition for all Streams

R10. Other Related Conservation Actions

The MWC has completed several projects targeting the Malheur River that included fish passage issues, irrigation runoff elimination and grazing management to remove livestock from riparian areas. We are currently involved with DEQ in developing the Malheur River TMDL. Projects such as this will have a direct and immediate effect on water quality in the Malheur River. With this location less than 5 miles from the Malheur's confluence with the Snake River, it is an important project.

The City of Ontario has been proactive in dealing with water quality issues. Phase 1, which deals with two of the five sites identified as severely damaged after the 2006 flood, is in progress and scheduled for completion in October 2009. The design work is finished on all five sites and the permits have been applied for. The City of Ontario is fully committed to this restoration project.

R11. Project Inspection

Name of Person & Agency/Organization	Telephone Number or Email Address	Project Element to be Inspected
Brett Moore Anderson Perry & Assoc.	541-963-8309	Rock vanes, planting, bank sloping, system realization.
City of Ontario	541-889-7121	Rock vanes, planting, bank sloping, system realization.

R12. Educational/Public Awareness Opportunities

All MWC projects are discussed at our monthly public meetings with regular updates until completion. Information can also be shared among other natural resource agencies if necessary. We update our looping power point presentation each year to incorporate photos and summary descriptions of new projects, and it is shown in our booth at the County Fair. This project has been featured in the local newspaper and discussed at

City Council meetings. We expect continued newspaper coverage of the restoration and will have signage in visible areas.

R13. Project Maintenance and Reporting

Name of Person & Agency/Organization	Telephone Number or Email Address	What will be done and for how long?
City of Ontario	541-889-7121	Project maintenance for 7 years
Kelly Weideman, Malheur Watershed Council	malheurwatershed@fmtc.com	Report review and compilation, document submission, fiscal management

R14. Budget Development

Anderson Perry and Associates have done the design engineering for all five sites identified as severely damaged after the 2006 flood event. They have developed the cost estimates in relation to the design elements and those figures are included in the attachments. For example, bank stabilization has a single, per site cost, but includes all the components for that practice such as coir matting, plants, rocks and complete installation and planting. Please see the attached documents showing the costs for each site, as well as the design sheets and drawings that describe the components. The budget is for site 1, 2 and 5 only.

ATTACHMENT A

MATCH FUNDING FORM

Document here the match funding shown on the budget page of your grant application

OWEB accepts all non-OWEB funds as match. An applicant may not use *another OWEB grant* to match an OWEB grant. However, an applicant who benefits from a pass-through OWEB agreement with another state agency, by receiving either staff expertise or a grant from that state agency, may use those benefits as match for an OWEB grant. (Example: A grantee may use as match the effort provided by ODFW restoration biologists because OWEB funding for those positions is the result of a pass-through agreement). At the time of application, match funding does not have to be *secured*, but you must show that at least 25% of match funding has been *sought*. On this form, you do not necessarily need to show authorized signatures ("secured match"), but the more match that is secured, the stronger the application. Identify the type of match (cash or in-kind), the status of the match (secured or pending), and either a dollar amount or a dollar value (based on local market rates) of the in-kind contribution. In the table below, the match may be identified as either Effectiveness Monitoring (EM) or Other (OTHER) Dollar Value. **If you are not requesting funds from OWEB to support effectiveness monitoring, disregard the EM column and use only the OTHER column.**

EFFECTIVENESS MONITORING: If you are requesting more than $3,500 in OWEB funds to support Effectiveness Monitoring activities as part of a Watershed Restoration Grant Application and filling out information for Question R15, you must include matching funds which will be used as match for the effectiveness monitoring portion of the project. This is identified in the table below as EM Dollar Value.

If you have questions about whether your proposed match is eligible or not, visit our website at www.oregon.gov/OWEB/GRANTS/grant_app_materials.shtml, or contact your local OWEB regional program representative (contact information available in the instructions to this application).

Project Name: Malheur River Bank Stabilization & Riparian Rest.-Phase 2 Applicant: Malheur Watershed Council

Match Funding Source	Type (√ one)	Status (√ one)**	EM Dollar Value	OTHER Dollar Value	Match Funding Source Signature/Date**
City of Ontario	☒ cash ☒ in kind	☒ secured ☐ pending		$65,022.00	
	☐ cash ☐ in kind	☐ secured ☐ pending			
	☐ cash ☐ in kind	☐ secured ☐ pending			
	☐ cash ☐ in kind	☐ secured ☐ pending			
	☐ cash ☐ in kind	☐ secured ☐ pending			
	☐ cash ☐ in kind	☐ secured ☐ pending			
	☐ cash ☐ in kind	☐ secured ☐ pending			
	☐ cash ☐ in kind	☐ secured ☐ pending			

** **IMPORTANT**: If you checked the "Secured" box in the status Column for any match funding source, you must provide either the signature of an authorized representative of the match source in the final Column, or attach a letter of support from the match funding source that specifically mentions the dollar amount you show in the EM or OTHER Dollar Value Column(s).

Section IV

WATERSHED RESTORATION BUDGET

IMPORTANT: Read the application instructions. Attach additional lines, if necessary.

CAPITAL BUDGET *Totals automatically round to the nearest dollar

	A	B	C	D	E	F
Itemize projected costs under each of the following categories.	Unit Number	Unit Cost	In-Kind Match	Cash Match Funds	OWEB Funds	Total Costs
	(e.g., # of hours)	(e.g., hourly rate)				(add columns C, D, E)
PROJECT MANAGEMENT. Includes *staff or contractors* who coordinate project implementation. Line items should identify who will						
Anderson Perry and Associates-staff	per site, see detail				16,000.00	16,000
City of Ontario staff	250 hours	$30/hr.	8,750.00			8,750
						0
SUBTOTAL (2)			8,750	0	16,000	24,750
CONTRACTED SERVICES. Labor, supplies, and materials to be provided by non-*staff* for project implementation.						
Mobilization/Demobilization	per site, see detail				7,200.00	7,200
Bank Stabilization-(includes coir matting, plants, and installation)	per site, see detail				85,651.00	85,651
Cross Vane Structures-(includes geotextile fabric, gravel and installation)	per site, see detail				6,500.00	6,500
J-hook Structures-(includes geotextile fabric, gravel and installation)	per site, see detail				28,000.00	28,000
Erosion Control-(includes silt curtain and installation)	per site, see detail				6,000.00	6,000
Water Control-(includes flow control barriers and installation)	per site, see detail				9,000.00	9,000
SUBTOTAL (4)			0	0	142,351	142,351
SUPPLIES/MATERIALS. Refers to items that typically are "used up" in the course of the project. Costs to OWEB must be directly related						
Rock necessary for bank stabilization, cross vane structures and J-hook structures.	per site, see detail			56,272.00		56,272
SUBTOTAL (6)			0	56,272	0	56,272

FISCAL ADMINISTRATION *Totals automatically round to the nearest dollar

Not to exceed 10% of the Capital Subtotal (1-8) and the Non-Capital Total (9-10). Refers to costs associated with accounting; auditing (fiscal management); contract management (complying with the terms and conditions of the grant agreement); and fiscal reporting expenses for the OWEB grant, including final report expenses for the grant.

FISCAL ADMIN. Compute by adding the **Capital Subtotal** and **Non-Capital Total** and multiplying both by 0.10 or less.					
Malheur Watershed Council				4,750.00	4,750
					0
SUBTOTAL (11)	0	0	4,750		4,750
POST-IMPLEMENTATION STATUS REPORTING. Costs associated with annual reporting requirements typically required for each					
/yr					0
/yr					0
SUBTOTAL (12)	0	0	0		0
CAPITAL SUBTOTAL (1-8)	8,750	56,272	158,351		223,373
CAPITAL TOTAL [Add the two Subtotals (11&12) to the	8,750	56,272	163,101		228,123

BUDGET TOTAL *Totals automatically round to the nearest dollar

BUDGET TOTAL [Add Non-Capital Total and Capital Total, from above]	8,750	56,272	163,101	228,123

AGENDA REPORT
May 3, 2010

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Henry Lawrence, City Manager

SUBJECT: RESOLUTION #2010-127: SETTING FINES FOR PARKING VIOLATIONS

DATE: April 23, 2010

SUMMARY:
Attached is the following document:

- Resolution #2010-127

The proposed resolution sets a uniform parking fine of $25 for parking violations under the City Code.

BACKGROUND:
Ordinance 2640-2010, enacted on April 5, 2010, and effective on May 5, 2010, creates a new City Code Section 9-3-10 providing that the amount of the fines for parking violations is to be determined by resolution of the City Council. The standard parking fine used by the City has been $25. Resolution #2010-127 formally authorizes that amount as a parking fine.

RECOMMENDATION:
Staff recommends passage of Resolution #2010-127.

PROPOSED MOTION:

"I move that the City Council adopt **RESOLUTION #2010-127, A RESOLUTION SETTING FINES FOR PARKING VIOLATIONS**."

RESOLUTION #2010-127

A RESOLUTION SETTING FINES FOR PARKING VIOLATIONS

WHEREAS, Chapter 3 of Title 9 of the Ontario City Code governs parking violations; and

WHEREAS, Ordinance 2640-2010, enacted on April 5, 2010, and effective on May 5, 2010, creates a new City Code Section 9-3-10 providing that the penalties and fees for violations of Title 9, Chapter 3 are to be determined by resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Violations of Title 9, Chapter 3 of the Ontario City Code are punishable for a fine of $25.

2. This Resolution shall take effect on May 5, 2010.

PASSED AND ADOPTED by the Ontario City Council this _____ day of _____, 2010, by the following vote:

Ayes:

Nays:

Absent:

APPROVED by the Mayor this _____ day of _____, 2010.

_____
Joe Dominick, Mayor

Attest:

_____
Tori Barnett, MMC, City Recorder

AGENDA REPORT
May 3, 2010

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney

THROUGH: Henry Lawrence, City Manager

SUBJECT: **ORDINANCE NO. 2642-2010, AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE TO QWEST CORPORATION (FIRST READING)**

DATE: April 23, 2010

SUMMARY:

- Ordinance No. 2642-2010

Malheur Home Telephone Company has a telecommunications franchise agreement with the City that was approved in 2009. That company has consolidated with Qwest, and the Ordinance consents to the assignment of the telecommunications franchise to Qwest.

PRIOR COUNCIL ACTION:

March 3, 2009	Council enacted Ordinance 2626-2009, a telecommunications franchise agreement with Malheur Home Telephone Company.

BACKGROUND:

Malheur Home Telephone Company had a telephone franchise agreement with the City for 20 years, from 1981 until 2001. When that expired, its parent company, Qwest, was in litigation with several Oregon cities challenging the legality of the franchise fees charged by those cities. During that time, Malheur Home Telephone Company continued to pay the franchise fee due under the original 20-year franchise agreement. After that litigation was concluded, Malheur Home Telephone Company requested a new franchise agreement with the City, which was approved on March 3, 2009, in Ordinance 2626-2009. It is a ten-year agreement that includes a 7% franchise fee on gross revenues earned within the City limits.

Later that year, the decision was made to shut down Malheur Home Telephone Company's independent operations and consolidate them into Qwest. The State of Oregon PUC approved the

consolidation, effective December 14, 2009. The consolidation resulted in the transfer of Malheur Home Telephone Company's operations to Qwest Corporation, including the use of the City's rights of way for Qwest's telecommunications business.

Paragraph 10.8 of Ordinance 2626-2009 provides:

> **Transfer of Franchise**. PROVIDER shall not, directly or indirectly, transfer, assign, or dispose of by sale, lease, merger, consolidation or other act of PROVIDER, ownership or control of a majority interest in the telecommunications system, without the prior consent of CITY, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

Staff is not recommending that the City impose any conditions on Qwest to obtain the City's consent to the transfer of the telecommunications franchise to Qwest.

Qwest representatives have reviewed and approved the franchise assignment in Ordinance 2642-2010.

RECOMMENDATION:

Staff recommends that the Council approve a first reading of Ordinance 2642-2010.

PROPOSED MOTION:

"I move that the Mayor and City Council approve **ORDINANCE NO. 2642-2010, AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE TO QWEST CORPORATION** on First Reading by Title Only."

ORDINANCE NO. 2642-2010

AN ORDINANCE CONSENTING TO THE ASSIGNMENT OF THE MALHEUR HOME TELEPHONE COMPANY FRANCHISE TO QWEST CORPORATION

WHEREAS, In Ordinance 2626-2009 the City of Ontario entered into a franchise agreement with Malheur Home Telephone Company to use City rights of way for a telecommunications network; and

WHEREAS, Ordinance 2626-2009 refers to Malheur Home Telephone Company as "PROVIDER" and to the City of Ontario as "CITY"; and

WHEREAS, Malheur Home Telephone Company was a wholly owned subsidiary of Qwest Corporation ("Qwest"), and Malheur Bell's operations have been consolidated into the operations of Qwest; and

WHEREAS, On December 10, 2009, the Oregon Public Utility Commission approved the consolidation in Order No. 09-483, with an effective date of December 14, 2009; and

WHEREAS, As a result of the consolidation, Qwest has requested an assignment of the franchise granted by Ordinance No. 2626-2009; and

WHEREAS, Section 10.8 of Ordinance 2626-2009 prevents a transfer of ownership or control of a majority interest in the telecommunications system without the consent of the City.

NOW THEREFORE, The Common Council For The City Of Ontario ordains as follows:

SECTION 1. CITY consents to the consolidation of Malheur Home Telephone Company into Qwest, effective December 14, 2009.

SECTION 2. Ordinance 2626-2009 is amended by substituting Qwest for Malheur Home Telephone Company as PROVIDER.

SECTION 3. Section 7.2 of Ordinance 2626-2009 is amended to read as follows:

7.2 **PROVIDER Designee and Address.** The Oregon-Utah Corporate Counsel or his/her designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Code, all notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to Judy Peppler, Oregon State President, 421 SW Oak St, Room 8S3, Portland, OR 97204, or such other office as PROVIDER may designate by written notice to CITY.

SECTION 4. Within 30 days of the effective date of this ordinance, Qwest as PROVIDER shall file with the City Recorder an unconditional acceptance of the franchise agreement in Ordinance 2626-2009 and all of its terms and conditions except as amended by this ordinance, and if Qwest fails to do so, this ordinance shall be void and of no effect.

PASSED AND ADOPTED by the Common Council of the City of Ontario this ____ day of _____, 2010, by the following vote:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor this ____ day of _____, 2010.

ATTEST:

_____
Joe Dominick, Mayor

_____
Tori Barnett, MMC, City Recorder

ACCEPTANCE BY PROVIDER:

Ordinance No. 2642-2010 accepted this 12 day of April, 2010.

QWEST CORPORATION

By: _____

Judy A. Peppler
State President, Public Policy
Qwest Corporation

AGENDA REPORT - PUBLIC HEARING

April 29, 2010

TO: Mayor and City Council

FROM: Larry Sullivan, City Attorney
Chuck Mickelson, Public Works Director

THROUGH: Henry Lawrence, City Manager

SUBJECT: RESOLUTION #2010-126: FIRE STATION STORAGE BUILDING PROJECT-PUBLIC HEARING ON COMPETITIVE BIDDING EXEMPTION TO USE DESIGN/BUILD CONTRACTING METHOD AS A PILOT PROJECT

DATE: April 23, 2010

SUMMARY:

Attached is the following document:

- Resolution #2010-126
- Design Build Proposal
- Addendum #1 dated March 31, 2010
- Addendum #2 dated April 8, 2010
- Addendum #3 dated April 13, 2010

The purpose of this agenda item is for the City Council, sitting as a local contract review board, to conduct a public hearing under ORS 279C.335(2) to determine whether to exempt the fire station storage building public improvement project from Oregon's competitive bidding rules and allow the City to proceed with the project as a pilot project using design/build as an alternative contracting method. Resolution #2010-126 grants the exemption.

BACKGROUND:

The City is proposing to construct a new fire station storage building at a budgeted cost of $400,000. Oregon law normally requires the City to follow a competitive bidding procedure to procure bids for the construction of a project of this size. After extensive staff discussions with the City Council, staff has been directed to proceed with design/build for the construction rather than the usual competitive bidding process. Because the City has never used the design/build contracting method for a public improvement project before, this process is proposed to be done as a pilot project to determine whether it will result in substantial cost savings to the City or will otherwise be beneficial to the City.

Prior to the City entering into a design/build contract for the construction of the storage building, ORS 279C.335(2) requires the City, sitting as local contract review board, to make two findings to justify exempting the project from competitive bidding and using design/build as an alternative contract method. The two findings required by ORS 279C.355(2) are as follows:

1) It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts.

2) The project is a pilot project for which the City intends to determine whether the use of the alternate contracting method actually results in substantial cost savings to the contracting agency.

Facts must be established justifying those findings. Before formally adopting findings justifying this exemption from competitive bidding, the City is required to conduct a public hearing to allow public comments on the proposed findings, and to publish a notice of the public hearing at least 14 days before the hearing. The notice was published in the Oregon Daily Journal of Commerce on April 9, 2010, and the proposed findings set forth herein have been available for the public to review from City Recorder Tori Barnett.

If the Council directs the City to construct the project using design/build as an alternative contracting method, after the project is completed the City Council, acting as a local contract review board, must conduct an evaluation of the project to determine if use of the design/build method was beneficial to the City under ORS 279C.355, and must do an analysis and draw conclusions as to actual cost savings as required by ORS 279C.335(2)(c).

PROPOSED FINDINGS:

1. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts.

   It is anticipated that competition for this contract will be similar to that expected in other projects of this type. Selecting a design-builder through the design-build alternative contracting method will not inhibit competition or encourage favoritism. Ontario City staff is soliciting design/build proposals statewide through a request for qualification (RFQ) process for the project. The competition remains open to all qualifying proposers. The design-build evaluation and selection process the City intends to employ is in Attachment A. The standards used in the evaluation and selection process are objective standards.

2. The project is a pilot project for which the City intends to determine whether the use of the alternate contracting method actually results in substantial cost savings to the contracting agency.

   The City of Ontario has never used a design/build method in contracting for a public improvement project and intends to use the fire storage building project as a pilot project for the design/build method. Due to the nature of the project, design/build is an appropriate contracting method. The project consists primarily of the construction of a metal building. Metal building manufacturers routinely include construction blueprints for the construction of

their buildings. Therefore, the use of a design/build contracting method may avoid the expense of hiring an architectural or engineering firm for design and layout if the general contractor has sufficient expertise to design and construct the project in reliance on the blueprints from the manufacturer. This could result in substantial cost savings to the City of Ontario.

The proposed findings are incorporated in Resolution #2010-126. If the Council makes the proposed findings it may determine whether to allow the City to use the design/build contracting method for awarding the fire station storage building contract by adopting Resolution #2010-126.

RECOMMENDATION:

Staff makes no recommendation. If the Council, acting as a local contract review board, decides to proceed with the project as a design/build project, it should use both the proposed motions set forth below.

PROPOSED MOTIONS:

1) "I move that the City Council, acting as a local contract review board, accept the Findings of Fact as presented in the staff report."

2) "I move that the Council adopt **RESOLUTION #2010-126, A RESOLUTION BY THE ONTARIO CITY COUNCIL, ACTING AS A LOCAL CONTRACT REVIEW BOARD, AUTHORIZING DESIGN/BUILD AS ALTERNATIVE CONTRACTING METHOD FOR THE CONSTRUCTION OF A FIRE STATION STORAGE BUILDING**."

RESOLUTION #2010-126

A RESOLUTION BY THE ONTARIO CITY COUNCIL, ACTING AS A LOCAL CONTRACT REVIEW BOARD, AUTHORIZING DESIGN/BUILD AS ALTERNATIVE CONTRACTING METHOD FOR THE CONSTRUCTION OF A FIRE STATION STORAGE BUILDING

WHEREAS, The City is proposing to construct a new fire station storage building at a budgeted cost of $400,000; and

WHEREAS, ORS 279C.335(2) requires the City to employ competitive bidding to award a construction contract for the project unless a local contract review board makes specific findings justifying an exemption from that procedure and the use of an alternative contracting method; and

WHEREAS, Design/build is an alternative contracting method authorized under Oregon's Public Contracting Law in appropriate circumstances; and

WHEREAS, On April 29, 2010, the City Council, acting as a local contract review board, conducted a public hearing to take comments as to whether to exempt this construction project from a competitive bidding procedure and use design/build as an alternative contracting method; and

WHEREAS, The notice of the public hearing was published in the Oregon Daily Journal of Commerce on April 9, 2010, and draft findings supporting the exemption were made available for the public to review on and after that date.

WHEREAS, Following the public hearing the City Council, as a local contract review board, made the following findings of fact:

1. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts. It is anticipated that competition for this contract will be similar to that expected in other projects of this type. Selecting a design-builder through the design-build alternative contracting method will not inhibit competition or encourage favoritism. Ontario City staff is soliciting design/build proposals statewide through a request for qualification (RFQ) process for the project. The competition remains open to all qualifying proposers. The design-build evaluation and selection process the City intends to employ is in Attachment A. The standards used in the evaluation and selection process are objective standards.

2. The project is a pilot project for which the City intends to determine whether the use of the alternate contracting method actually results in substantial cost savings to the City. The City of Ontario has never used a design/build method in contracting for a public improvement project and intends to use the fire storage building project as a pilot project for the design/build method. Due to the nature of the project, design/build is an appropriate contracting method. The project consists primarily of the

construction of a metal building. Metal building manufacturers routinely include construction blueprints for the construction of their buildings. Therefore, the use of a design/build contracting method may avoid the expense of hiring an architectural or engineering firm for design and layout if the general contractor has sufficient expertise to design and construct the project in reliance on the blueprints from the manufacturer. This could result in substantial cost savings to the City of Ontario.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The award of a contract for the construction of the fire station storage building is exempted from competitive bidding for the reasons stated in the findings of fact. The City Manager or his designee is authorized to solicit and evaluate proposals for the construction of the fire station storage building using the design/build contracting method as an alternative to competitive bidding.

2. Following the completion of the project, the City Council, acting as a local contract review board, shall conduct an evaluation of the project to determine if use of the design/build method was beneficial to the City under ORS 279C.355, and shall do an analysis and draw conclusions as to actual cost savings as required by ORS 279C.335(2)(c).

PASSED AND ADOPTED by the Ontario City Council this _____ day of _____, 2010, by the following vote:

Ayes:

Nays:

Absent:

APPROVED by the Mayor this _____ day of _____, 2010.

_____
Joe Dominick, Mayor

Attest:

_____
Tori Barnett, MMC, City Recorder

CITY OF ONTARIO, OREGON

PROJECT MANUAL
FOR
FIRE STATION STORAGE BUILDING
(SW 4TH AVENUE & SW 33RD STREET)

DESIGN BUILD PROPOSAL

2010

PREPARED BY

CITY OF ONTARIO
PUBLIC WORKS DEPARTMENT

FIRE STATION STORAGE BUILDING
DESIGN BUILD PROPOSAL

TABLE OF CONTENTS

SECTION 1
PROPOSAL REQUIREMENTS

ADVERTISEMENT FOR DESIGN BUILD PROPOSALS

FIRE STATION STORAGE BUILDING
CITY OF ONTARIO, OREGON

PROPOSALS DUE 3:00 p.m. APRIL 7, 2010

City of Ontario, Oregon
Public Works Department
444 SW 4th Street
Ontario, OR 97914

Separate sealed proposals for the Fire Station Storage Building Design Build Services, will be received by Yorick De Tassigny, City of Ontario, 444 SW 4th Street, Ontario, Oregon, 97914, until 3:00 p.m., April 7, 2010; The project cost for the base, additive alternate #1 and total cost will be publicly opened and read aloud in the Council Chambers of the Ontario City Hall.

The project is for the design and construction of a metal fire storage building to be located on city property near the intersection of SW 4th Avenue and SW 33rd Street. The building will be used for storage of fire trucks, hazardous materials response vehicle with trailers and various other pieces of fire equipment. This building is considered a "critical facility" in accordance with Oregon code. The building is intended to have a nominal dimension of 72' x 85' (6,120 square feet). Stamped engineered drawings are to be provided by the successful design builder for all elements of the design.

Each proposal on the project shall be submitted in writing on the prescribed form. The proposal shall be accompanied by surety bond, cashier's check, or irrevocable letter of credit by an insured institution as defined in ORS. 706.008 in the amount of Five (5) percent of the total proposal price payable to the City of Ontario, Oregon. The bond shall serve as a guarantee that the Proposer, if his/her proposal is accepted, will promptly execute the Contract, secure payment of Workmen's Compensation Insurance, and furnish a satisfactory Performance Bond and a Payment Bond in the amount of one hundred (100) percent of the total proposal price.

Proposals must be submitted on the proposal form furnished by the City of Ontario, and shall bear the signature of the Proposer. The Invitation to Proposals, Proposal Form Contract, Specifications, and other Contract Documents may be obtained at City Hall, 444 SW 4th Street, Ontario, Oregon, or by requesting via e-mail or phone from:

Suzanne Skerjanec
541-881-3274
suzanne.skerjanec@ontariooregon.org

or

Yorick De Tassigny
541-889-4814
yorick.detassigny@ontariooregon.org.

The City may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposal schedules upon a finding of the City it is in the public interest to do so. The City also reserves the right

to waive any informality in connection with said proposal, or to postpone the award of the contract for sixty days. Each proposal must contain a statement as to whether the proposer is a resident proposer as defined by ORS 279A.120.

No proposal may be withdrawn after the time set for the proposal opening, or before the award of the Contract, unless award is delayed for a period exceeding 60 days.

Any change to the solicitation document will be done by written Addenda. A copy of the Addenda will be mailed or e-mailed to each potential proposer who has received a solicitation document from the City.

PUBLISHING DATE: March 23st and 28th, 2010

INSTRUCTIONS TO PROPOSERS
FIRE STATION STORAGE BUILDING PROJECT
DESIGN BUILD

1. GENERAL DESCRIPTION OF PROJECT

A general description of the work to be performed is contained in the "Advertisement for Design Build Proposals". The scope is indicated in applicable parts of these contract documents. The Contractor shall furnish all materials, unless otherwise specified. Where plans are included with the contract documents, they are to be considered a part of the contract documents and the scope may be indicated on the Plans as specified. Except as modified herein, the various work items called for in the "Proposal" shall be performed, measured, and paid for as indicated on the "Proposal."

2. CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute the work consists of the material bound herewith, together with any materials referred to by reference herein, including the "Construction Specifications," and accompanying Plans. These Contract Documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents shall at once notify, in writing, Yorick De Tassigny, City of Ontario, 444 SW 4th Street, Ontario, OR 97914. Any interpretation or change in said Contract Document shall be made only in writing, and a copy of such interpretation or change will be mailed or delivered to each person receiving a set of documents. The Owner will not be responsible for any other explanation or interpretation of said documents.

3. FORM OF PROPOSAL

All proposals must be submitted on the enclosed proposal form. Payment to the contractor will be made on the measurement of the work actually performed by the contractor as specified in the Construction Specifications.

The contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual quantities of work done, except as specifically noted in these contract documents.

4. PREPARATION OF PROPOSALS

It is mandatory that all lump sum blank spaces being proposed shall be filled in with legible figures. Figures must be in ink and proposers are encouraged to use mechanical devices for printing their proposal figures. Further, proposers are required to write the total proposal amount in the Proposal Summary both as numerals and in words in the appropriate blank spaces. If the proposer's figures are not legible and the proposer fails to provide proposal amounts in words, the proposal will be considered non-responsive and shall not be considered for contract award. Proposal amounts in words shall prevail in cases of discrepancy between the amount stated in words and the amount stated in figures.

Any proposal shall be deemed irregular, which contains omissions, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published "Advertisement for Design Build Proposals".

Erasures or interlineation in the proposal must be explained or noted over the signature of the proposer.

The proposer shall sign his/her proposal in the blank space provided therefore. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners therein. If a corporation makes the proposal, it must be signed by one of the principal officers thereof. If made by a partnership, it must be signed by one of the partners, clearly indicating that he/she is signing as a partner of the firm. In the case of a Proposal made by a joint venture, each of the joint ventures must sign the proposal in his/her personal capacity.

5. SUBMISSION OF PROPOSALS

All proposals must be submitted in the time and place and in the manner prescribed in the "Advertisement for Design Build Proposals". Proposals must be made on the prescribed proposal forms furnished the proposer. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened.

6. PROPOSAL SECURITY

A. Each Proposal must be accompanied by a Proposal security made payable to OWNER in an amount of five (5) percent of Proposer's maximum Proposal price, and in the form of a certified or cashier check or a Bid Bond on form attached, issued by a qualified surety.

B. The Proposal security of Successful Proposer will be retained until such Proposer has executed the Agreement, furnished the required Performance and Payment Bond(s), certificates of insurance, and met the other conditions of the Design Build Documents. If the successful Proposer fails to sign and deliver the Agreement and to furnish the required Bond(s) and certificates of insurance within the time period specified in Article EXECUTION OF AGREEMENT, OWNER may annul the Award and the Proposal security of that Proposer will be forfeited. The Proposal security of other Proposer's whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the tenth (10^{th}) day after the execution of the Agreement by the Successful Proposer or the rejection of all Proposals by the OWNER. Proposal security with Proposals, which are not competitive, will be returned within fifteen (15) days after the Proposal opening.

7. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

Any proposer may modify his/her proposal by written or electronic communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received by the Owner prior to the closing time, and provided further that a written confirmation of the electronic modification over the signature of the proposer was mailed prior to closing time. If written confirmation of an electronic communication is not received within at least two days of the closing time, no consideration will be given to the modification. The written or electronic communication should not reveal the proposal price, but should state the addition or subtraction or other modification so that the owner will not know the final prices or terms until the sealed proposal is opened.

Proposals may be withdrawn prior to the scheduled time for closing of the proposals either by electronic or written request, or in person.

8. CONDITIONS OF WORK

Each proposer must inform himself/herself of the conditions relating to the execution of the work, and it is assumed that he/she will inspect the site and make himself/herself thoroughly familiar with all the contract documents. Failure to do so will not relieve the successful proposer of his/her obligation to enter into a contract and complete the contemplated work in strict accordance with the contract documents.

9. AWARD OF CONTRACT

A single contract shall be awarded to the proposer who scores the highest in accordance with the selection criteria. The Owner reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals. The Owner may reject any proposal not in compliance with all prescribed procedures and requirements and may reject for good cause any or all proposals upon a finding of the Owner that it is in the public interest to do so. A period of not more than sixty (60) days will elapse between the receiving of the proposals and the submission to the successful proposer of the written contract for execution.

10. FAILURE TO EXECUTE CONTRACT

The City will notify the successful proposer that the contract documents are ready for execution. Upon failure by the successful proposer to enter into the contract and furnish the necessary insurance and/or bond requirements within ten (10) days from that date of notification, the bid bond will be retained by the City. The award may then be made to the next lowest proposer, or all proposals rejected and work re-advertised.

11. DISCLAIMER OF RESPONSIBILITY

Memoranda, reports, and other information available to the Owner regarding anticipated soil, subsoil, topographical, and other physical conditions that might be encountered on the site will be made available to prospective proposers. Data contained in such reports or information is for general information of proposers only, and the Owner will not be responsible for the actual physical conditions that the Contractor may encounter.

Sole and exclusive responsibility for interpretation of such information is on the proposer, and such reports, logs, memoranda, and other information shall not be construed as a complete statement of the existing conditions nor as a warranty, expressed or implied, as to conditions which may actually be encountered in prosecution of the work.

The Owner will not be responsible for oral interpretations. Should a proposer find discrepancies in or omissions from the Drawings, Specifications, or other proposal documents, or be in doubt as to their meaning, he/she shall notify the Owner at least five (5) working days prior to the proposal closing date. Any and all such interpretations or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the Specifications which, if issued, will be hand delivered or sent by facsimile to all prospective proposers receiving a set of such documents, not later than three (3) working days prior to the date fixed for the closing of proposals. All addenda so issued are to be covered in the proposal for such. Addenda shall become part of the contract documents.

12. INQUIRIES

Proposers with questions should contact the designated contact person at the designated telephone number indicated in the "Advertisement for Design Build Proposals".

13. PERMITS AND LICENSES

The successful proposer shall be required to have or to obtain, at his/her expense, any and all permits and licenses required by the City of Ontario, Malheur County, and the State of Oregon pertaining to the service he/she proposes to furnish. The City of Ontario will not charge a fee for building, mechanical, street, sewer, etc. permits that might be required for this project.

14. FEDERAL FUNDING

There are no Federal funds involved in this project.

15. MINIMUM REQUIREMENTS OF PROPOSAL

The following minimum requirements as to the form and manner of submitting proposals must be strictly observed; variances from these requirements will result in rejection of the proposal as non-responsive.

A. Proposals must be submitted on forms similar to what is included in this solicitation.

B. Proposals must be signed by the Proposer.

C. Each blank for a lump sum quotation must be filled in unless an alternative is provided. Each separate item must be proposed on unless the proposal form clearly indicates otherwise.

D. Proposals must be submitted in sealed envelopes, plainly marked according to the instructions in the" Advertisement for Design Build Proposals" and must be received at the time and place specified for the proposal closing.

E. The Proposer is responsible to submit a First-Tier Subcontractor Disclosure Form in a sealed envelope, plainly marked "First- Tier Subcontractor Disclosure Form for the City of Ontario, Oregon, or in the sealed proposal submission, at the time and place specified in the Advertisement for Design Build Proposals.

F. Proposals containing modifications, deletions, exceptions, or reservations, which in any way conflict with or purport to alter any substantive provision contained in the proposal documents will not be considered.

16. PERFORMANCE SECURITY

The successful proposer shall file with the Owner at the time of Contract execution, a Performance Bond on the form furnished by the City upon request. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, and shall be authorized to do business in the State of Oregon. In lieu of a Performance Bond, the Contractor may file a certified or cashiers check made payable to the City of Ontario, Oregon. The Owner conditioned on and subject to the same provisions, as set forth in the attached Performance Bond will hold this check. If you choose to provide a Cashier's or Certified check as a Performance Security, the City will hold it for a period of one (1) year just as a Performance Bond would be valid for a period of one (1) year. After completion and final acceptance of the work required by the contract, a Warranty Bond, in a form and amount approved by the City Attorney, may be provided as a replacement for the Cashier's or Certified Check. The penal sum of the Performance Bond shall be one hundred percent (100%) of the contract price. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

17. PAYMENT SECURITY

The successful proposer shall furnish the Owner at the time of execution of the Contract, a Payment Bond to guarantee payment to all persons supplying labor or materials in the performance of the contract. Such security will be on the form furnished by the City upon request. The surety company furnishing this bond shall have a sound financial standing and record of service satisfactory to the Owner, and shall be authorized to do business in the State of Oregon. In lieu of a Payment Bond, the Contractor may file a certified or cashiers check made payable to the City of Ontario, Oregon. This check will be held by the Owner conditioned on and subject to the same provisions as set forth in the attached Performance Bond. The penal sum of the Payment Bond shall be one hundred percent (100%) of the contract price. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

18. VALUE ENGINEERING CHANGE PROPOSAL

The successful proposer is encouraged to submit suggestions for contract changes which result in equal or superior functional performance and/or project quality at less cost. The "Value Engineering Change Proposal" (VECP) process is provided for this purpose. The VECP is to be submitted to the project engineer whenever a Contractor can identify an area of the project that he/she believes can be improved. These forms are not to be included with the Proposer's Proposal. They are to be submitted by the successful proposer after the execution of the contract.

19. SUBSTITUTIONS

A. Each proposer represents that his/her proposal is based upon the materials and equipment described in the project manual.

B. No substitutions will be considered unless written request has been received by the Contract Administrator for approval at least seven (7) calendar days prior to the date for receipt of proposals. Each such request shall include a complete description of the proposed substitute drawings, cuts, performance, and test data; additions to, deductions from, or revisions in other's work necessitated by the use of proposed product; and any other data or information necessary for a complete evaluation.

C. "Or approved equal" as denoted in the specifications shall mean the same as an approved substitution.

D. If the City approves any proposed substitution, such approval will be set forth in Addenda listing manufacturer's materials and equipment approved for substitution.

20. INSURANCE

The Contractor shall maintain $1,000,000 each occurrence and $2,000,000 aggregate Commercial General Liability Insurance, $1,000,000 combined single limit each accident on automobile and Worker Compensation Insurance as required by law and with limits determined by the City of Ontario's insurance agent. Insurance requirements shall be in force covering all work performed by the Contractor and his/her agents, including all warranty work.

Provide a Certificate of Insurance to Owner and include as additional insured the following parties:

OWNER: City of Ontario, 444 SW 4th Street, Ontario, OR 97914

21. PROPOSER QUALIFICATIONS

All engineers or architects who are acting as principals, shall have the appropriate Oregon license and the contractor and subcontractors shall be registered with the State of Oregon Construction Contractors Board.

22. LITIGATION/ARBITRATION

In any case where the Contractor deems extra compensation is due him/her for work or materials not clearly covered in the contract or not ordered by the Project Manager as an extra, and the Contractor has followed the procedure outlined in Paragraphs 10.05 and 12.01 of the General Conditions, the Contractor may file a claim as provided in this section.

All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Project Manager or Owner to ascertain the basis and the amount of claim. As a minimum, the following information must accompany any claim submitted:

A. A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.

B. The date on which facts arose and which gave rise to claim.

C. The name of each individual, official, or employee involved in or knowledgeable about the claim.

D. The specific provisions of the contract, which support the claim and a statement of the reasons why such provisions support the claim.

E. If the claim relates to a decision of the Project Manager, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Project Manager.

F. The identification of any documents and the substance of any oral communications that support the claim.

G. Copies of any identified documents, other than those documents previously furnished to the Contractor that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference including photo copies of applicable Sections).

H. If an extension of time is sought:

1. The specific days and dates for which it is sought.
2. The specific reasons the Contractor believes a time extension should be granted.
3. The Contractor's analysis of its progress schedule to demonstrate the reason for a time extension.

I. If additional compensation is sought, the exact amount sought and the breakdown of that amount in the following categories:

1. Direct labor.
2. Direct materials.

3. Direct equipment. The rates claimed for each piece of equipment shall not exceed actual cost. In the absence of actual equipment cost, the rates for the equipment when not in use shall not exceed the rates established by the Oregon Department of Transportation.
    a. **Rental Rate Formula** – Rental rates for equipment will be paid on an hourly basis for equipment and for attachments according to the following formula: Hourly Rate = Monthly Base Rate x Rate Adjustment Factor / 176 hours a month + Hourly Operating Rate.
    Some attachments are considered "standard Equipment" and are already included in the monthly base rate for the Equipment. That information can be obtained from Primedia Information, Inc.
    b. **Monthly Base Rate** – The monthly base rate used above for the machinery and for attachments represents the major costs of Equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs.
    c. **Rate Adjustment Factor** – The rate adjustment factor used above will be determined as per page iii of each section of the Blue Book.
    d. **Hourly Operating Rate** – The hourly operating rate used above for the machinery and for attachments represents the major costs of Equipment operations, such as fuel and oil, lubrications, field repairs, tires or ground engaging components and expendable parts.
4. Job overhead.
5. Overhead (general and administrative).
6. Subcontractor's claims (in the same level of detail as specified herein is required for all Subcontractor's claims).
7. Other Categories as specified by the Contractor or the Project Manager.

J. A statement shall be submitted to the Project Manager containing the following language:

"Under penalty of law for perjury or falsification, the undersigned,

_____, _____, _____

Name Title Company

hereby certifies the claim for extra compensation and time, if any, made herein for work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between the parties." This statement shall be dated and notarized.

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any alleged claim. The Contractor shall permit the Project Manager to have access to those records and any other records as may be required by the Project Manager to determine the facts or contentions involved in the claim. The Contractor shall retain all records for a period of not less than three (3) years after the claim has been settled.

Failure to submit to the Project Manager prior to the final pay estimate such information and details as described in this Section for any claim shall operate as a waiver of the claims by the Contractor as provided by this Section.

The Project Manager shall respond in writing to any claim filed by the Contractor within 90 calendar days from the date the claim is received, provided the Contractor is in full compliance

with all provisions of this Section. Full compliance by the Contractor with the provisions of this Section is a contractual condition precedent to the Contractor's right to seek judicial relief.

All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have otherwise been waived or by the making and acceptance of final payment as provided by Section 24, shall be decided by a court of competent jurisdiction located in the country in which the work is performed.

Should the parties mutually agree, the claims, disputes, and other matters in question may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof.

In any suit or action between Owner and Contractor, arising out of this contract, including any appeals, the prevailing party shall be entitled to his/her reasonable attorney's fees together with costs of suit.

The Contractor shall carryon the work and adhere to the progress schedule during all disputes or disagreements with Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements unless the Contractor and Owner may otherwise agree in writing.

23. RETAINED AMOUNTS

The amount to be retained from any given partial payment will be such that when added to the sum of amounts previously retained will bring the total of the amounts previously retained to an amount equal to five percent (5%) of the value of the completed work until such time as the work is accepted by the Owner. Upon acceptance of the work by the Owner, any amount retained may be paid to the Contractor.

24. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and its agents of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and its agents and others relating to or arising out of this work. Any payment however, final or otherwise, shall not release the Contractor or his/her sureties from any obligation under the Contractor Documents or the Performance and Payment Bonds.

25. WORK AREA

The Fire Station Storage Building site is located on city property. The contractor shall use care as to not damage said property or dispose of hazardous or deleterious materials on site.

26. INTERPRETATION OF CONTRACT, SPECIFICATIONS, AND PLANS

In cases of conflict in the requirements and provisions as set out by the contract, the specifications, or the plans, such conflict shall be reconciled by the acceptance of the following order or precedence for the various contract documents:

A. The contract document bearing the signature of the Owner and the Contractor;
B. The written proposal of the Contractor;
C. Construction Specifications;

D. The Plans, including notes written thereon;
E. Instructions to Proposers; and
F. General Provisions.

27. SCHEDULE

A. The Contractor shall, as part of this Design Build Proposal, submit a schedule for design and construction. The schedule shall show the order in which he/she proposes to carry out the work, the dates on which he/she will start, and the contemplated completion date for each feature of work, including procurement of materials and equipment.

B. If the Contractor falls behind the progress schedule, he/she shall take such steps as may be necessary to ensure completion as specified, all without additional cost to the Owner.

28. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall at all times during construction comply with the United States Department of Labor Safety and Health Regulations for Construction.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The required and/or implied duty of the Project Manager to conduct construction review of the Contractor's performance does not and is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

The Contractor shall comply with the safety standards provisions of applicable laws, building, and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America. The Contractor shall exercise every precaution at all times for the prevention of accidents.

The Contractor shall maintain at his/her office or other well-known place at the job site all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

NOTE TO PROPOSER: Use typewriter or **BLACK** ink for completing this Proposal Form. A disc of the proposal document(s) is included in the packet for usage of preparing your proposal.

DESIGN BUILD PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Fire Station Storage Building

1.1 The undersigned Proposer agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Proposal Price and within the time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

1.2 Proposer accepts all of the terms and conditions of the Advertisement for Proposal and Instructions to Proposer, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for sixty (60) days after the day of Proposal opening. Proposer will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the documents within ten (10) days after the date of Owner's Notice of Award.

1.3 In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

1.3.1 Proposer has examined and carefully studied the Proposal Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

1.3.2 Proposer has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work;

1.3.3 Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

1.3.4 Proposer has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Proposer acknowledges that such reports and drawings are not Contract Documents and may not be complete for Proposer's purposes. Proposer acknowledges that Owner does not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Proposal Documents with respect to underground facilities at or contiguous to the site. Proposer has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and

procedures of construction to be employed by Proposer and safety precautions and programs incident thereto. Proposer does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Proposal for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

1.3.5 Proposer is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.

1.3.6 Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

1.3.7 Proposer has given owner written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by owner is acceptable to Proposer, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

1.3.8 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from Proposal; and Proposer has not sought by collusion for itself any advantage over any other Proposer or the Owner.

2. PROPOSAL ITEMIZATION

Except as modified within these Contract Documents, the various work items called for in the "Proposal" shall be performed, measured, and paid for as indicated on the "Proposal."

2.1 Organization Description:
Provide a short resume of the organization including the types of design build services previously provided by the firm.

2.2 References:
Furnish a list of references (three (3) minimum) and phone numbers that can be contacted regarding firm performance.

2.3 Project History:
Supply a description of the experience your firm has had within the last 5 years with projects similar to the one described in the contract documents. Include the name and phone number of a knowledgeable contact person other than members of your firm that can be reached regarding projects.

2.4 Organization Profile:
Provide a personnel summary and resumes of those key individuals you would expect to be assigned to this project identifying the team leader who will be responsible for the final product including the principal engineer and or architect and the construction project manager.

2.5 Statement of Work and Product:
Provide a brief narrative; along with drawings of proposed building plan views and exterior views, which demonstrates an understanding of the project and a clear statement of the final product.

2.6 **Project Schedule:**
Based on the information provided in the request for design build proposals, the firm shall specify a project schedule listing the major tasks and work phases, a detailed description of the distinct tasks, and a schedule for the submission of drawings and specifications. The firm shall also supply an estimate of the current workload, amount of available resources, and other evidence of the firm's ability to finish on or before the scheduled end date.

2.7 Project Cost for base bid:
List the total cost for the design and construction of the "Fire Station Storage Building" located on Ontario City property near the intersection of SW 4th Ave. and SW 33rd St.

Cost listed in numerals: $_____

Cost spelled out in words: _____

2.8 Additive Alternate No. 1:
This represents the additional cost for adding a fifth (5th) bay to the storage building similar to the other four (4) bays with two (2) rollup doors of the same quality along with additional entry and exit concrete slabs, floor drain extension and additional asphalt to SW 4th Ave. Interior and exterior finishes, electrical and plumbing shall be similar to those proposed under the base bid.

Additional Cost listed in numerals: $_____

Additional Cost spelled out in words: _____

2.9 Total Cost:
Base bid plus additive alternate No. 1

Cost listed in numerals: $_____

Cost spelled out in words: _____

Proposer acknowledges through the submission of this Proposal that the work to be performed in this project shall require close coordination with the Owner.

Respectfully submitted,

If Proposer is:

An Individual

By: _____
Print name *(Signature)*

Doing business as _____

(Seal)

Business Address: _____

Phone No. _____

A Partnership

By: _____
(Firm Name)

Signature of General Partner _____

(Seal)

Business Address: _____

Phone No. _____

A Corporation

By: _____
(Corporation Name)

_____
(State of Corporation)

By: _____
(Corporate Seal) *(Signature of Person Authorized to sign)*

Title: _____

Attest: _____
(Secretary)

Business Address: _____

Phone No. _____

Date of Qualification to do Business: _____

A Joint Venture By: _____
Print name *(Signature)*

_____
(Seal) Address

Phone No. _____

By: _____
Print name *(Signature)*

(Seal) _____
Address

Phone No. _____

Phone Number and Address for Receipt of Official Communications:

_____

_____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Submitted on _____, 2010.

RESIDENT PROPOSER STATEMENT

Fire Station Storage Building
City of Ontario, Oregon

City of Ontario, Oregon
Public Works Department
444 SW 4th Street
Ontario, Oregon, 97914

The Proposer submitting this proposal shall indicate below if the Proposer is a resident or nonresident Proposer as defined by ORS 279.029. A resident Proposer is defined as a Proposer that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

[] Resident Proposer

[] Non-resident Proposer

Signed: _____ Date: _____

OREGON BUSINESS REGISTRATION

Fire Station Storage Building
City of Ontario, Oregon

City of Ontario, Oregon
Public Works Department
444 SW 4th Street
Ontario, Oregon, 97914

To transact business in the State of Oregon, a Proposer must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type:

[ ] Corporate Registration

[ ] Assumed Business Name Registration

Signed: _____ Date: _____

STATEMENT OF COMPLIANCE WITH ORS 279.350

Fire Station Storage Building
City of Ontario, Oregon

City of Ontario, Oregon
Public Works Department
444 SW 4th Street
Ontario, Oregon, 97914

_____ (Name of Contractor) acknowledges that provisions of ORS 279.350 (Prevailing Wage Rates) are to be complied with as set forth in Chapter 279 of the Oregon Revised Statutes.

1) Workers shall be paid prevailing wage rates.

2) The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).

3) If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due the Contractor.

4) Daily/weekly/holiday/weekend overtime shall be paid.

Signed: _____ Date: _____

EMPLOYEE DRUG TESTING PROGRAM STATEMENT

Fire Station Storage Building
City of Ontario, Oregon

City of Ontario, Oregon
Public Works Department
444 SW 4th Street
Ontario, Oregon, 97914

_____ (Name of Contractor) acknowledges that pursuant to ORS 279.312 Section 2, CONTRACTOR has an employee drug-testing program in place.

Signed: _____ Date: _____

PROPOSER'S CERTIFICATION STATEMENTS AS REQUIRED BY CERTAIN OREGON REVISED STATUTES (ORS)

The Proposer, _____, certifies to the following:
(Company Name)

(1) Proposer is actively registered with the State of Oregon Construction Contractors Board. The Proposer certifies that Registration Number _____ allows his/her company to perform work on Public Works Projects and that this registration is current and valid. The Proposer further certifies that, if awarded the contract, all subcontractors performing work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055 before the subcontractors commence work under the contract.

(2) On all public contracts exceeding $50,000 and not covered under the Federal Davis-Bacon Act, Proposer will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through ORS 279C.870 which provides input for the payment of not less than the prevailing wage rates or Davis-Bacon wage rates (whichever is greater), including fringe benefits, the posting of wage rates on the jobsite, the furnishing of payroll certifications, and other requirements. In addition, the Proposer will comply with ORS 279C.520 in the hours of employment and the payment of overtime.

(3) Proposer is in compliance with State of Oregon tax laws in accordance with ORS 305.385.

(4) Proposer, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts.

(5) Proposer is a [Non-resident Proposer] or [Resident Proposer] (circle correct designation) as defined in ORS 279A.120. "Resident Proposer" means a Proposer that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid and has a business address in the State of Oregon.

(6) Proposer and Proposer's subcontractors are not on the State of Oregon Landscape Board list of corporations, partnerships, or other business entity of which the Contractor or subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not to be qualified to hold or participate in public contract for a public improvement.

(7) Proposer has an employee drug-testing program that meets state [ORS 279C.505(2)] and federal standards.

Proposer: _____
(Signature)

Title: _____

Date: _____

Project: _____

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Ontario
444 SW 4th Street
Ontario, OR 97914

BID

Bid Due Date: _____

Project (Brief Description Including Location):

BOND

Bond Number: _____

Date (Not later than Bid due date):

Penal sum _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer agent, or representative.

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance an payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2 All Bids are rejected by Owner, or
   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of anytime extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is no9t in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein included a Bid, offer, or proposal as applicable.

DISCLOSURE OF
FIRST-TIER SUBCONTRACTORS

Oregon law requires that for public improvement contracts with a value of $100,000 or more, prospective bidders must disclose the information concerning any first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement, when the contract with the first-tier subcontractor is equal to or greater than the following:

> Five percent of the total project bid or $15,000, whichever is larger, or; $350,000, regardless of the percentage of the total project bid.

If you have any prospective contracts with a first-tier subcontractor for the proposed public improvement, please provide the following information:

Subcontractor: _____

Address: _____

City, State Zip: _____

Oregon CCB#: _____

Contract Amount: _____

Subcontractor: _____

Address: _____

City, State Zip: _____

Oregon CCB#: _____

Contract Amount: _____

Subcontractor: _____

Address: _____

City, State Zip: _____

Oregon CCB#: _____

Contract Amount: _____

The City must receive this form by 3:00 p.m., April 7, 2010. Additional pages may be added if necessary to show more subcontractors.

_____
Name of Prospective Bidder

By _____

Oregon CCB # _____

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

Date: _____

To: _____

Project: Fire Station Storage Building

Owner: City of Ontario, Oregon

Contractor: _____

You are notified that your Proposal dated _____, for the above Contract has been considered. You are the apparent successful Proposer, and have been awarded a contract for Fire Station Storage Building.

The Contract Price of your contract is _____ Dollars ($_____).

This Notice of Award is enclosed with a copy of the proposed Contract Documents.

You must comply with the following precedent conditions within ten (10) days of the date of this Notice of
Award, that is by _____.

You must deliver to the OWNER fully executed documents as outlined in the Instruction to Bidders including Performance-Payment Bonds, and certificates of insurance.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within seven days after you comply with those conditions, OWNER will return to you a fully signed counterpart of the Agreement with the Contract Documents attached.

City of Ontario, Oregon
(Owner)

By _____
(Authorized Signature)

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership or Individual)

_____ of _____ Duly authorized to do
(Surety)

business in the State of Oregon as surety hereinafter called the "Surety", are held and firmly bound unto the City of Ontario, 444 SW 4th Street, Ontario, OR 97914 as Obligee, hereinafter called the Owner, in the amount of

_____Dollars ($_____)
The Basic Contract Price both in words & figures

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City of Ontario, OR on the _____day of _____, 2010 for Fire Station Storage Building in accordance with the drawings and specifications for said project, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2010.

_____
(Principal)

(Seal)

By: _____

Title: _____

Attest:

_____
(Witness As to Principal)

_____
(Address)

_____
(Surety

(Seal)

By: _____
(Attorney-in-Fact)

Attest:

_____
(Witness As to Surety)

_____
(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(the official name, form of organization,

_____
and address of the Contractor and, of partnership, name of partners)

as Principal, and _____
(the name and address of the Surety)

a corporation, duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the City of Ontario, 444 SW 4th Street, Ontario, OR 97914, as Obligee, hereinafter called the Owner, in the sum of _____
(the basic contract price, both in words and figures)

Dollars ($_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly be these presents.

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS _____, I the Principal herein, on the _____day of _____, 2010, entered into a contract with the City of Ontario, Oregon for the Fire Station Storage Building in accordance with the drawings and specifications issued for said project, which contract is by reference made part hereof and is hereinafter referred to as the Contract, whereby said Principal undertakes to do all labor, furnish all plant and equipment, and furnish all material in accordance with the terms and conditions set forth in said Contract Documents; and promptly to make payment for all labor, services, and material and pay sums due the State of Oregon; and to save harmless the Obligee from any claims for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, local, state, and national, applicable thereto.

NOW, THEREFORE, if said Principal herein shall promptly pay all persons furnishing labor, services, material or insurance to said Principal, or to his/her subcontractors, or to their assigns, on or about said work; and shall save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said Contract undertaken, and as by law, local, state, and national prescribed, then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following further conditions:

a) All material men and persons who shall supply such laborers, mechanics or subcontractors with materials, supplies, or provisions for carrying on such work, shall have a direct right of action against the Principal and Surety on this Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the law of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the

use and benefit of the person, firm or corporation instituting such action and of all persons, firms, or corporations having claims hereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than six months after the complete performance of said Contract and final settlement and judgment rendered thereon).

b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than the period of time allowed by the applicable State or Federal regulation after the complete performance of said Contract and final settlement thereof.

c) Said Surety, for value received, "hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____

this _____ day of _____, 2010.

_____
(Principal)

(Seal)

By _____

Title _____

Attest: _____

_____

(Seal)

_____
(Surety)

By _____
(Attorney-In-Fact)

Countersigned: _____
(Resident Agent)

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between _____ hereinafter called the "Contractor" and City of Ontario, Oregon hereinafter called the "Owner".

WITNESSETH THAT:

WHEREAS, pursuant to the invitation of the Owner, extended through an officially published" Advertisement for Bids", the Contractor did in accordance therewith file with the Owner a proposal containing an offer which was invited by said notice; and

WHEREAS, the Owner has heretofore determined that said offer was the lowest responsive submitted:

NOW, THEREFORE, IT IS AGREED:

First: That the Contractor shall comply in every way with the requirements of those certain contract documents entitled: Fire Station Storage Building.

Second: That in consideration of faithful compliance with the terms and conditions of this agreement the Owner shall pay to the Contractor at the times and in the manner provided in said documents an amount based upon the actual quantities of work performed at the contract unit prices with any cost increases or decreases resulting from approved contract change orders.

Third: That the date of completion is one hundred fifty (150) days after the start date listed on the Notice to Proceed, and the date of Final Completion is one hundred eighty (180) days from the start date listed on the Notice to Proceed. Work to be performed under this contract shall commence within five (5) calendar days after the start date listed in the Notice to Proceed as issued by the Owner.

Fourth: That the contract documents which are hereby made a part of this Agreement are as follows:

1. Advertisement for Proposal
2. Instructions to Proposer's
3. Proposal
4. Bid Bond
5. Payment Bond
6. Performance Bond
7. Special Provisions
8. General Conditions
9. Plans

Fifth: That the contract amount at the time of award is:

_____ Dollars ($_____.)

Sixth: That in the event the Contractor fail' to complete the work within the time specified above, liquidated damages shall be paid to the Owner by the Contractor at the rates as follows. The entire project shall be completed and ready for final payment by 30 days after the issuance of the notice to proceed. In the event that the Contractor fails to complete the project by that date, liquidated damages shall be paid to the Owner at the rate of fifty dollars ($50.00) per day that the final completion of the project is delayed.

IN WITNESS WHEREOF, said Contractor and said Owner have caused this Agreement to be executed on the day and year first above written.

City of Ontario, Oregon
(Owner)

By: _____
(Mayor)

Date: _____

Attest: _____
(City Recorder)

Date: _____

_____
(Contractor)

By: _____
Contractor (Print Name)

Title: _____

Date: _____

Attest: _____
(Secretary)

Date: _____

(Corporate Seal)

(Corporate Seal)

Address for giving notices:

City of Ontario
Public Works Director
444 SW 4th Street
Ontario, OR 97914

Address for giving notices:

_____

_____

License No. _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: Fire Station Storage Building

Owner: City of Ontario, Oregon

You are notified that the Contract Time under the above-contract will begin on _____. By that date, you are to start performing the work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Agreement; they are _____ and _____ respectively.

Work at the site must be started by _____, as indicated in the Contract Documents.

By: _____ _____
(Authorized Signature) *(Date)* *(Title)*

Application for Payment No.
Project: Fire Station Storage Building

To: **City of Ontario, Oregon** (OWNER) PO No. _____

From: _____

For Work accomplished through the date of:

1	Original Contract Price:	
2	Net change by prior Change Orders & Written Amendments:	
3	Current Contract Price (1 plus 2):	
4	Total work completed and material on hand to date:*	
5	Less previous Application for Payments:	
6	Retainage:	
7	Change Order No. __	
8	Less previous Application for Payments:	
9	**DUE THIS APPLICATION (4 MINUS 5, 6, and 7):**	
10	Final Contract Price	

* Line 4 may not match Line 3 on final Application for Payment due to bid versus constructed quantity differences on unit price work

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from owner on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interests and encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed.

Dated: _____

CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____

APPROVED BY OWNER
CITY OF ONTARIO, OREGON

By: _____

Change Order No.

Date: _____

Project: Fire Station Storage Building

Contract Date: _____ Owner: City of Ontario

Contractor: _____

_____, contractor, is hereby directed to make the changes noted below in the Subject Contract:

By: _____
(Owner and Date)

_____
(Printed Name)

Nature of the Changes: See attached sheets for changes and prices.
Justification for the Changes: See attached sheets for change justifications.

These changes result in the folowing adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order: $ _____
Net (Increase) (Decrease) Resulting from this Change Order: $ _____
Current Contract Price Including This Change Order $ _____
Contract Time Prior to This Change Order _____
(Days or Date)
Net (Increase) (Decrease) Resulting from this Change Order: _____
(Days)
Current Contract Time Including This Change Order _____
(Days or Date)

The Changes Are Approved:

By: _____
Owner Date

By: _____
Contractor Date

_____
(Printed Name)

Public Works Director

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Fire Station Storage Building	Owner: City of Ontario	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between **OWNER** and **CONTRACTOR** for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

_____

Owner's Amended Responsibilities: _____

Contractor's Amended Responsibilities: _____

_____

The following documents are attached to and made part of this Certificate: _____

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

_____ _____
Date

Accepted by Contractor

_____ _____
Date

Accepted by Owner

_____ _____
Date

Notice of Completion

City of Ontario
Department of Public Works
444 SW 4th Street
Ontario, OR 97914

Notice is hereby given that the building, structure, offsite improvements, utilities or other improvements on the following described premises:

_____

_____

has been completed.

Date of Completion: _____

Project Title: Fire Station Storage Building

Owner: City of Ontario, Oregon

Contractor: _____

Contract For: Fire Station Storage Building

Contract Date: _____

The work performed under this Agreement/Contract has been inspected by authorized representatives of the City of Ontario, Contractor and Engineer/Architect and the project (or specified part of the project) is hereby declared to be completed on the above date.

_____
Print Contractor Name

By: _____ Date: _____
(Authorized Representative Signature)

Phone: _____

_____
City of Ontario Print Name

By: _____ Date: _____
(Authorized Representative Signature)

Phone: _____

Remarks:

All persons claiming a lien upon the same under the Construction Lien Law hereby are notified to notify a claim of lien as required by ORS 87.035. The City of Ontario accepts the project or specified area of the project as complete and will assume full possession of the project or specified area of the project at ____ a.m./p.m. on _____ (date).

The responsibility for heat, utilities, security, and insurance under the Contract Documents shall be as set forth here:

_____

_____

_____

_____

Additional Remarks:

_____

_____

_____

SECTION 3
CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

Section 1.0 SOLICITATION INFORMATION AND REQUIREMENTS

1.1 SUMMARY OVERVIEW

The City of Ontario (City), is seeking one professional services consultant for the design and construction of a fire storage building near the intersection of SW 4th Ave and SW 33rd St. The City has completed a conceptual design of the site plan and building improvements to be constructed at the new location. City of Ontario is seeking proposals for the final design, permitting, and construction of the building improvements and modifications and site development as described by the conceptual design.

All entities or individuals who may submit Proposals or who do submit Proposals, or both, in response to this Request for Proposals ("RFP") are referred to as "Proposers;" after Proposal evaluations and negotiations are complete, each Proposer entering a project specific contract with the City will be designated as the "Consultant or Contract" in the applicable Contract.

The Services and associated deliverables are further described in section 2.0, scope of work. The Contract is anticipated to start in April 2010, with construction substantially completed by September 2010.

A pre-Proposal meeting is not mandatory but can be scheduled with the City by contacting The City of Ontario Public Works Department as noted in Section 1.2.1. The purpose of a conference is to explain the RFP requirements and to answer any questions Proposers may have. Proposers are cautioned that official RFP requirements will change only by written addenda issued by the City.

1.2 QUESTIONS AND CLARIFICATIONS

1.2.1 PROPOSER QUESTIONS

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services may be submitted in writing or phone to the City's Project Manager.

CONTACT INFORMATION:

Yorick De Tassigny, Facilities Manager
444 SW 4th St. Ontario OR 97914
PHONE: 541-889-4814
FAX: (541) 889-7121
E-mail: yorick.detassigny@ontariooregon.org

Answers to questions the City receives and that City, in its sole discretion, determines are substantive, will be issued as official Addenda to this RFP. When appropriate as determined by City in its sole discretion, revisions, substitutions, or clarifications of the RFP or attached terms and conditions will be issued as official Addenda to this RFP. Changes or modifications to this RFP shall be binding on City only if in the form of written Addenda issued by the City.

1.2.2 ADDENDA

In the event the City determines to send out an addendum to the RFP prospective proposers listed as plan holders by the City will receive them from the City either electronically (Facsimile or E-Mail) or by mail.

1.2.3 CITY QUESTIONS

City may require any clarification it needs to understand the Proposer's Proposal. Any necessary clarifications or modifications that are in the best interest of the City may be made before the Proposer is awarded a Contract, and some or all of the clarifications or modifications may become part of the final Contract.

1.3 PROTESTS

1.3.1 SOLICITATION (RFP) PROTEST REQUIREMENTS

Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or Contract term contained in the RFP. Potential Proposers may submit protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP to the Project Manager **in writing no later than seven (7) calendar days prior to the Proposal submission deadline**. City will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. City will resolve all timely submitted protests in accordance with Oregon Public Contracting Rules. City will address all timely submitted requests for change within a reasonable time following City's receipt of the request and once addressed, will promptly issue a written decision on the request to the Proposer who submitted the request.

1.3.2 AWARD PROTEST REQUIREMENTS

Every Proposer who submits a Proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Proposer(s) must submit a written protest of the selection to the City's Project Manager within **seven (7) calendar days after the date of the selection notice**. City will not consider any protest submitted after this submission deadline. The protesting Proposer must claim that protesting Proposer is within the group of higher ranked Proposers with whom the City will negotiate Contracts because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Services. City will resolve all timely submitted protests in accordance with Oregon Public Contracting Rules. Proposers who have been notified that they are not selected may make an appointment to view the RFP files at the City of Ontario.

1.3.3 COSTS AND DAMAGES

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. The City shall not be liable for the Proposer's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

1.3.4 PUBLIC RECORDS

This RFP, and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by the City and made a part of City's records. Proposals shall be opened to public inspection in accordance with ORS 279C.410. If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Proposer must clearly designate the portions of its Proposal Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. **Identifying the Proposal in whole as exempt from disclosure is not acceptable.** If Proposer fails to identify the portions of the

Proposal Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to waive any future claim for non-disclosure of that information.

1.4 PROPOSAL SUBMISSION REQUIREMENTS

Each Proposal must comply with the following **Pass/Fail** requirements. City will reject Proposals that do not meet ALL requirements of this Section 1.4.

1.4.1 PROPOSAL SHEET

The Proposal must include a completed Proposal Sheet on the form provided in the Proposal Requirement Section in this RFP, signed by a duly authorized representative empowered to bind the Proposer (at least one original signature).

1.4.2 PROPOSAL SUBMISSION DEADLINE

City will not accept Proposals submitted by facsimile or electronic mail, nor will City accept Proposals submitted after the Proposal submission deadline indicated in this RFP. City is not responsible for and will not accept mis-delivered Proposals. Do not wait until the last minute for Proposal delivery.

Proposal must be received on or before April 7, 2010, 3:00 p.m. Mountain Daylight Time.

1.4.3 QUANTITY OF PROPOSALS

Proposer must submit five (5) copies of the Proposal to the City at the address below.

1.4.4 DELIVERY ADDRESS

ADDRESS LABEL MUST INCLUDE:

DESIGN BUILD PROPOSAL
City of Ontario
Fire Station Storage Building

PROPOSALS WILL BE RECEIVED ONLY AT:

City of Ontario
444 SW 4th Street
Ontario, OR 97914

1.4.5 FORMAT FOR PROPOSAL SUBMISSIONS

The Proposal must be organized in accordance with the list of Scoring Criteria categories in Section 3.2. Each proposal (five copies), intact and bound with the specifications, shall be completely sealed in a package, and delivered to the address stated in section 1.4.4.

1.4.6 TERMS AND CONDITIONS

Unless an official addendum has modified or reserved the right to negotiate any contract terms and conditions, City will not negotiate any term or condition after the solicitation protest deadline. By Proposal submission, the selected Proposer(s) agree(s) to be bound by the City's Terms and Conditions as set out in the contract, and as they may have been modified or reserved by the City for negotiation. **Any Proposal that is received conditioned on City's acceptance of any other terms and conditions or rights to negotiate will be rejected.** Any subsequent negotiated changes may be subject to prior approval by the City.

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private sector Proposers. However, City will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies submitting a Proposal must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, City reserves the right to enter into an ORS Chapter 190 agreement with any government body for the Services. Alternatively, City reserves the right to cancel this RFP if it would be in the public interest as determined by City, and enter into an ORS Chapter 190 agreement with a government body.

1.4.7 MINIMUM QUALIFICATIONS

REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT

Consultant may not provide design services unless the work is under the full authority and responsible charge of an Oregon Registered Professional Engineer (PE) as defined in ORS 672.002(2) or an Oregon Registered Professional Architect (PA) as defined in ORS 671.010(1). **The name and license number of at least one registered professional engineer or registered professional architect intending to perform design services under this RFP must be attached to the Proposal Form.** The engineer or architect must be currently registered in active status with the State of Oregon, and must supervise and direct the design work proposed under the Contract. Consultant shall place their official Oregon Registered PE or PA certified seal and signature on all reports, maps, design drawings, and specifications furnished to City as required by Oregon law.

1.5 DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

All Proposers are required to disclose information about certain first-tier subcontractors when the contract value for a public improvement is greater than $100,000. A first-tier subcontractor is any entity which will be contracting directly with the prime contractor and who will be furnishing labor or materials on the contract.

Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5 percent of the Project bid, but at least $15,000 or (2) $350,000 regardless of the percentage of the total contract price, all Proposers must disclose the following information about that subcontract within two (2) working hours of the bid closing:

A) The subcontractor's name and address;
B) The subcontractor's Construction Contractor Board registration number, if one is required; and
C) The dollar value amount of the subcontractor's contract.

If a prospective Proposer will not be using any subcontractors that are subject to the above disclosure requirements, the prospective Proposer is still required to indicate "NONE" on the disclosure form that is enclosed in Section 1, page 22.

THE CITY MUST REJECT A PROPOSAL IF THE PROPOSER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE. THE DISCLOSURE FORM MUST BE SUMBITTED TO THE PROJECT MANAGER 444 SW 4TH ST, ONTARIO, OREGON 97914. THE FORM MAY BE SUBMITTED BY FACSIMILE TO THE CITY AT (541) 889-7121. PROPOSERS SHOULD INCLUDE THEIR NAME AND ADDRESS, AND THE CONTRACT NUMBER FOR THE PROJECT, ON THE DISCLOSURE FORM SUBMITTED TO THE CITY.

Each Proposer shall be solely responsible for complying with the Subcontractor Disclosure requirements. There are three criteria: 1) all subcontract's worth more than $350,000 must be disclosed regardless of the value of the prime contract. 2) Subcontracts that are worth the threshold amount of $15,000 or more and 3) also represent 5 percent or more of the total value of the prime contract must also be disclosed. The following example is offered to assist Proposers in understanding the Subcontractor Disclosure requirements.

1) The Proposer determines the lowest possible contract price for their proposal. That price will be the Proposer's base bid amount that the Owner could exercise prior to award of the contract (exclude the value of options that could only be exercised after award of the contract).

For each subcontract worth more than $15,000, compare the total potential value of the subcontract with the lowest possible contract price. Where the total potential subcontract value is 5 percent or greater it must be included on the subcontractor disclosure form. Thus, for a project where a Proposer's lowest possible contract price is $300,000 all first tier subcontracts worth $15,000 and more would be required to be listed on the Disclosure form (5% of $300,000 = $15,000) because these are both equal to or greater than the threshold value and 15 percent or more of the lowest prime contract value.

2) An example of a determination of the total potential value of a prime subcontract follows: A subcontractor who would provide $15,000 worth of work on a Proposer's base bid amount and an additional $40,000 worth of work on an additive alternate would have a total potential subcontract value of $55,000. This subcontract would have to be included on the Proposer's disclosure form where the Proposer's lowest contract price is $1,100,000 or greater (because the subcontract is worth more than the $15,000 minimum value and is 5 percent or more of the total dollar volume of the lowest contract sum; 5% of $1,100,000 = $55,000).

PASS/FAIL - PROPOSAL SUBMISSION CHECKLIST FOR USE BY PROPOSERS
☐ Proposal Form Included and authorized original Signature obtained
☐ Submission Deadline Date and Time met
☐ Correct number of Proposals included (Five (5))
☐ Proposal Addressed correctly
☐ Proposal Format met
☐ Proposal Does Not Include Conditional Language about Terms and Conditions
☐ Addendums Acknowledged
☐ Bid Bond Enclosed
☐ Lump Sum Cost Figures Provided

Section 2.0 SCOPE OF WORK

2.1 PROJECT DEFINITION

This design build project is for the construction of a metal building to initially serve as fire equipment storage facility to be constructed on city property near the intersection of SW 4th Ave and SW 33rd St. in Ontario, Oregon. The building is initially to be used for the storage of fire trucks, hazardous materials response vehicle with trailers and various other pieces of fire equipment. This building is considered a "critical facility" in accordance with the 2009 Oregon Specialty Structural Code and will need to be designed and constructed to that standard in addition to applicable building codes. A site layout is attached as Exhibit _2_. City sewer will be provided within the right of way of SW 4th Ave and a 4" service line will be provided to the right of way line. A water service and meter will be provided off the existing water main on SW 33rd Street near the right of way line. Contractor shall remove the chain link fence located along SW 4th Avenue where it is located in front of the asphalt approach. Materials removed shall be delivered to the City at a location to be designated.

The building is intended to have a nominal dimension of 72' x 85' (6,120 square feet) with one bathroom. A building layout is attached as Exhibit _3_. There are to be four drive through bays with 8-14'x 14' doors. All concrete slabs are to be reinforced and capable of withstanding 60,000-pound vehicles. Stamped engineered drawings are to be provided by the successful design builder for all elements of the design including the reinforced concrete slabs.

Contractor is to provide samples of materials, color choices, etc. to the City of Ontario's project manager.

Drainage is to be contained on site with disposal to shallow retention basins. An asphalt driveway will be required for entry into the site from SW 33rd Street Asphalt will be required from the concrete slab on the SW 4th Street side to the existing pavement for vehicles exiting the site. The professional engineer shall recommend construction specifications for the asphalt base and sub-base.

This building may be added onto in the future to the west, so that it can function as a full service fire station with sleeping quarters, day room, kitchen, shower facilities, offices, meeting and training rooms. If necessary, the building may also be expanded to the east for additional vehicle bays. An additive alternate is included in the bid package for a fifth (5th) bay with roll-up doors and additional concrete slab width. Electrical conduit shall be sized to allow future electrical supply to the building from a transformer in the event that the fire storage building is added onto to accommodate the living and meeting quarters described above. Interior walls shall be covered with hard surfaced sheeting to a height of 8 feet.

The building site is approximately 1.3 acres in size and landscaping shall be 6% of the site or approximately 3,400 square feet. The fire department staff shall provide landscaping.

The successful design builder shall provide all design services, shop drawings, construction for a fully functional finished structure suitable for immediate occupancy. The City of Ontario has hired a geotechnical firm to provide a "site specific seismic hazard evaluation" which is attached as Exhibit _5_. The report will be issued by addendum prior to proposal due date.

Meetings

The consultant shall attend one pre-design meeting with City staff to review project objectives, constraints and schedule. The consultant shall attend a minimum of two progress meetings during final design with City staff to review project status, present findings and recommendations, and receive City

staff comments for inclusion in the final design. Consultant shall also plan to hold weekly progress meetings with City staff during construction.

Deliverables
The consultant shall provide the City with five (5) hardcopies of plans and specifications at the 50% and 90% completion for review and comment at the final design level. The consultant shall provide the City with the final design drawings (five (5) full size drawings and seven (7) half scale drawings and one (1) copy on Compact Disc (650 MB or higher) submitted electronically in AutoCad format) and specifications (two (2) hardcopies and one (1) copy on Compact Disc (650 MB or higher) for the final design of the building and site improvements. As-built Drawings shall be submitted on 2 full size and 2 half scale hardcopies and submitted electronically in AutoCad format on one (1) Compact Disc (650 MB or higher).

2.2 PROPOSAL SCHEDULE
The consultant shall present the proposal addressing each of the proposal schedules shown below.

Fire Storage Building Final Design and Permitting
Consultant will provide professional design services related to the final design of the Fire Storage Building. Design work shall consist of, but not be limited to, surveying and site exploratory work, development of site plan drawings, construction and shop drawings, and development of construction-ready project specifications. Consultant will be responsible for all permit submittals required for the construction of the site and building; the City will pay for any building permit fees. The consultant will also need to develop a proposed timeline for design and construction.

Construction Services
Consultant will provide project management, oversight, and inspection and all construction labor, equipment and materials for the construction of the project. Project management will include meeting with City staff to discuss project status and timeline as well as carrying out all functions described in the project specifications for the City. Project inspection will include any necessary materials inspection, testing and inspection reports to insure that the contractor is meeting the project specifications for the project. As part of the project management it will be the responsibility of the consultant to gather as-built information and drawings to submit to the City after construction is completed.

2.3 EXTRA WORK
Upon the written order of the City, the consultant shall perform extra work. If extra work is of a kind for which specifications are given in the contract, the extra work shall be performed in accordance with the contract. If extra work is of a kind not covered by the contract, the extra work shall be performed as ordered by the City in writing.

Section 3.0 PROPOSAL EVALUATION & CONSULTANT SELECTION
3.1 EVALUATION PROCESS
City will evaluate Proposals in accordance with the evaluation procedures set forth below. Proposals received on time will be reviewed against the pass/fail Proposal Submission Requirements identified in Section 1.4. Proposals meeting those criteria will be forwarded to an evaluation committee that will independently review, score and rank Proposals according to the Scoring Criteria set forth in **Section 3.2**.

The outcome of the Evaluation process may, at the City's sole discretion, result in:
(a) Notice to Proposer(s) of selection or rejection for tentative contract negotiation and possible award;
(b) Further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification); or
(c) Cancellation of the RFP and either re-issuance of the RFP in the same or revised form or no further action by City with respect to the RFP.

City reserves the right to reject any or all Proposals and reserves the right to cancel this RFP at anytime if doing either would be in the public interest as determined by City. City is not liable for any costs a Proposer incurs while preparing or presenting the Proposal or during further evaluation stages. All Proposals will become part of the public file without obligation to City.

The proposed price for the base bid will be one element of the evaluation process as identified in Section 3.2.

INTERVIEWS

Interviews may be conducted as part of the selection process. The City will schedule approximately 45 minutes for each presentation and a question and answer session. Interviews are currently scheduled to be during the week of April 19th, 2010. The City may select three or more proposers with which to conduct interviews. Maximum points awarded for interviews will be 100 points and will be added to the scoring criteria overall score. The interview panel may consist of the City Manager, Fire Chief, City Public Works Director, Facilities Manager, Member(s) of the City Council, and an independent contractor not associated with this project and other public works staff members.

REFERENCES

City may use references to obtain additional information, break tie scores, verify information, etc. Proposers should provide a minimum of three references as required on the Proposal form.

3.2 SCORING CRITERIA

3.2.1 **Basis of Selection**: The successful proposal will be the one that provides the best value to the Owner, based on total score calculated using ranked quality, price, and time criteria as well as exceptional qualifications. In evaluating proposals, City will consider the following in the order given, based on the Exhibits submitted with the Proposal Form:

3.2.2 **Price-30 points**; the lowest priced proposal will receive the maximum available points: others will receive fewer points proportional to the percent that their price exceeds the lowest price.

3.2.3 **Schedule-20 points:** Schedule for design, permitting and construction that provides for the earliest date of substantial completion. Time is of the essence for this project, as the Facility is needed immediately.

3.2.4 **Project Team and Qualifications-20 points**
Demonstrate Proposer's team qualifications and experience relating to the requested Services.
Response should address the following:

3.2.4.1 Extent of principal involvement.

3.2.4.2 List names, titles, responsibilities, and availability of key members who are anticipated to perform Services

3.2.4.3 List name(s) and experience (resume) of design professionals responsible for developing and stamping the construction drawings

3.2.4.4 Qualifications (including any specified licenses or certifications) and relevant individual experience for all key team members likely to perform services, including sub-contractors.

3.2.4.5 Short description of Proposer's experience using design teams on similar or related projects.

3.2.5 **Knowledge of Local Conditions, Market and Agencies-15 points**

3.2.5.1 List projects and services performed within the last (3) three years in the western Treasure Valley area of eastern Oregon and western Idaho (Canyon County, Payette County and Washington County, Idaho, and Malheur County, Oregon).

3.2.5.2 List government contracts in the western Treasure Valley area for the last three (3) years.

3.2.5.3 List western Treasure Valley subcontractors providing labor, equipment and/or materials for any projects in the last three (3) years.

3.2.5.4 List any other grounds for demonstrating experience with local conditions, the local market or with local government agencies.

3.2.6 **Understanding of Requested Services-15 points:**

3.2.6.1 Demonstrate a clear and concise understanding of the scope of work as described in section 2.0.

3.2.6.2 List projects and contract services performed within the last three (3) years by type and location, most comparable to the requested Services.

3.2.6.3 For a total of three of the most recent projects or contracts (in any combination) listed, include a brief description of project type, size, location, duration and objectives; a chronological time line describing the tasks performed by the Proposer to fulfill the project objectives; and the actual project budget.

3.2.6.4 For each of the three projects or contracts (in any combination) above, indicate whether the services were accomplished within Proposers' original estimated budget and schedule, or needed to be revised. Briefly explain the reason for any revisions.

LIST OF SCORING CRITERIA FOR USE BY PROPOSERS	
	MAXIMUM SCORE
☐ Price	30
☐ Schedule	20
☐ Project Team and Qualifications	20
☐ Local Knowledge	15
☐ Understanding of Requested Services	15
Total or Subtotal Score	100
☐ Interviews	100
Total Score	200

Section 4.0 CONTRACT AWARD REQUIREMENTS

4.1 AWARD OF CONTRACT

The City will make the award to the proposer submitting the acceptable proposal that is in the best interests of the City, price and other factors considered. In determining the acceptable proposal, the City will take into account those factors indicated in Section 3.2. The City reserves the right to waive informalities or irregularities in the proposals. Determination of the acceptable proposal and award may be subject to review and determination by the City as to the legal sufficiency of any proposal submitted. The City anticipates that a single award will be made under this solicitation.

The City reserves the right to accept or reject any and all proposal schedules or to accept the proposal schedule that appears to be most advantageous to the City. The City's obligation to award this contract is contingent upon appropriation or approval of expenditure of funds. The City's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal year are contingent upon appropriation and approval of funds for that purpose.

The award of a contract, or the rejection of all proposal schedules, will be made by the City within 60 calendar days after the date of opening the proposals. Acceptance of a proposal schedule(s) will be a written Notice of Award issued by the City Manager or designee. No other act of the City will constitute the award of a contract. The award of a contract by the City shall bind the successful proposer to furnish liability insurance, as required, and to execute the contract. The City desires to award the contract for the design-build services for a period not to exceed one hundred eighty (180) days. The effective date of the contract shall be the initial date of authorization of the contract between the City and the consultant.

If this contract is awarded to a consultant not domiciled in or registered to do business in the State of Oregon, and the contract price exceeds $10,000, the consultant shall comply with the Department of Revenue reporting requirements in order that final payment may be issued.

4.2 EXECUTION OF CONTRACT

The City will execute the contract within ten (10) work days and forward a copy to the successful proposer. The proposer to whom the contract is awarded shall, within ten (10) work days from the date of receipt of properly prepared contract documents, deliver to the City the fully executed contract, in duplicate, along with required original insurance certificates and any undertakings satisfactory to the City Attorney. The insurance certificates shall cover all areas set out in the contract documents and shall be issued by a company licensed to do business in the State of Oregon which is acceptable to the City Attorney. The insurance shall be maintained in effect for the term of the proposed project (in the case of professional liability insurance the term of the proposed project shall mean its design life). The certificates of insurance, except that for Professional Liability insurance, shall name the City of Ontario as additional insured. All insurance certificates shall provide for thirty (30) days notice to the City of any cancellation of the insurance policy. Failure on the part of the successful proposer to execute the contract will be just cause for cancellation of the award. The City may then award the contract to the next-best acceptable proposal, re-advertise the work, or take such other lawful course the City deems expedient. After the contract has been executed and all required insurance certificates have been received and approved by the City Attorney, the City will issue a written notice to proceed at a pre-work conference.

Insurance shall be in the minimum amounts of:

Type of Insurance	Limits of Liability
Worker's Compensation	Statutory Worker's Compensation
Comprehensive General Liability- Combined Single Limits	$500,000 (each occurrence) $2,000,000 (aggregate)
Automobile Liability- Combined Single Limits	$500,000 All vehicles covered. Hired and non-owned auto liability
Professional Liability	$2,000,000

4.3 CONSULTANT RESPONSIBILITIES

The Consultant is responsible for any and all contractual matters, including performance of Services and the required deliverables finalized in section 2.0 – Scope of Work, whether the Consultant, a representative of Consultant, or sub-contractor of Consultant produces them.

The Consultant's attention is directed to the fact that all applicable state, county, and local laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Consultant is responsible for the acquisition of any necessary documentation.

4.3.1 Hours of Work and Rates of Pay for Construction

The Contractor agrees that no person shall be required or permitted to labor more than ten hours in any one day, or 40 hours in any one week, except in the case of emergency, necessity, or where the public policy absolutely requires it; and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the person or persons so employed for excessive hours shall be paid at least time and a half pay.

(A) For all overtime in excess of eight hours a day or 40 hours in any one week, when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours a day or 40 hours in any one week, when the work week is four consecutive days, Monday through Friday; and

(C) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540 or ORS 187.010.

An employer must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Each time a holiday falls on a Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a holiday falls on a Saturday, the preceding Friday shall be recognized as a legal holiday. When specifically agreed to under a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on a legal holiday specified in ORS 187.010 and 187.020 that is not listed here.

4.3.2 Minimum Wage Rates for Construction

The Contractor shall cause a circular clearly printed in a bold face type and containing a copy of the prevailing wage rates for each worker classification to be posted in a prominent place alongside the door in the timekeeper's office, or in a similar place which is readily available and freely visible to any and all persons employed on the work site, and maintain such circular continuously posted from the inception of the work to the completion of the contract.

The hourly rate of wage to be paid by the contractor or subcontractors to workers on this contract shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed. The prevailing rate of wage shall be paid to workers in each trade or occupation employed in the performance of the contract, either by the contractor, subcontractors or other person doing or contracting to do the whole or any part of the work contemplated by the contract. Workers shall be paid not less than the specified minimum hourly rate of wage as specified by the Oregon Bureau of Labor and Industries (if the contract amount exceeds $50,000 and the project is subject to Oregon's Prevailing Wage Rate Law not the Davis-Bacon Act and the limits established in the Federal wage law) in effect at the time the specifications are first advertised for bid.

The contractor agrees that:

(A) At any reasonable time, the Commissioner of the Bureau of Labor and Industries may enter the office of business establishment of the Contractor or any subcontractors performing under this contract without a warrant and gather facts and information necessary to determine if the prevailing rate of wage is actually being paid by the Contractor or subcontractors to workers upon this contract.

(B) The Contractor or subcontractor shall make available to the Commissioner for inspection during normal business hours, and upon request made a reasonable time in advance, any payroll or other record in the possession or under the control of the Contractor or subcontractors that are deemed necessary by the Commissioner to determine if the prevailing rate of wage is actually being paid by such Contractor or subcontractors to workers.

(C) The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purposes of making audit, examinations, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after final payments and all other pending matters are closed.

4.3.3 Bureau of Labor and Industries Fee

Contractors receiving public works contracts in excess of $50,000 must pay a fee to the Bureau of Labor and Industries for each contract. The required fee is 0.1 of 1% of the contract price. The minimum fee is $100.00 per contract and the maximum fee is $5000.00 per contract, regardless of the contract size. The Contractor agrees to submit the fee, payable to the Bureau of Labor and Industries, and the enclosed form, properly completed, to the Bureau before the first progress payment is issued or within 60 days of receipt of the Notice to Proceed, whichever is earlier. The fee and form shall be mailed or delivered to: Bureau of Labor and Industries, Prevailing Wage Rate Unit, 1160 State Office Building, 800 N.C. Oregon Street #32, Portland, OR 97232. The Contractor shall deliver proof of payment of the fee to the City.

The fee applies only to contracts between the City and the prime or general contractor. Contracts between the prime or general contractor and its subcontractors, vendors, and suppliers are not subject to the fee.

BOLI Fee form on page 14.

4.3.4 Certification of Contractor's Payroll

A certified copy of the Contractor's or any subcontractor's current weekly payroll shall be submitted to the Project Manager. The certification shall be by the authorized officer or employee of the Contractor or subcontractor who is responsible for payroll records or payment of wages.

The certification shall affirm that the payroll covers only those laborers and mechanics employed and paid directly by the Contractor or subcontractor, and that said payroll covers and includes all laborers and mechanics employed by the Contractor or subcontractor in the performance of work under the contract.

4.3.5 Drug Testing Program

Pursuant to House Bill 2574, the successful Proposer is required to demonstrate that it has a drug-testing program in place.

Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., #32
Portland, OR 972321
Phone: (503) 731-4074, Fax: (503) 731-4623

PUBLIC WORK CONTRACT FEE INFORMATION FORM

(For use by contractors in complying with ORS 279.375)

THIS FORM TO BE USED FOR PROJECTS AWARDED AFTER SEPTEMBER 9, 1995 ONLY

Contractors: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price*) payable to BOLI. **MINIMUM FEE IS $100.00, MAXIMUM FEE IS $5,000.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

BUSINESS NAME (DBA) _____ **CCB #** _____

MAILING ADDRESS _____ **PHONE: ( )** _____
(STREET OR P.O. BOX #)

_____
(CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CITY AWARDING CONTRACT: _____

CITY CONTACT PERSON: _____ **PHONE: ( )** _____

CONTRACT AMOUNT: _____ **DATE AWARDED:** _____ **DATE WORK BEGAN:** _____

* Contract amount x .001

5.0 MEASUREMENTS AND PAYMENT

5.1 NOT TO EXCEED

Not to exceed cost means an amount not to be exceeded by the consultant for the work described in the contract documents. Amount is subject to additions and deductions, which may only be made in accordance with the contract documents. Consultant represents, warrants and guarantees to the City that the total maximum cost to be paid by the City for the consultant's complete performance under the contract documents, including but not limited to, final completion of all work, all services of the consultant under the contract, and all fees, compensation and reimbursements to the consultant shall not exceed the amount on as shown in the project proposal documents unless authorized by the City. Costs which would cause the "Not to Exceed" price to be exceeded shall be paid by the consultant without reimbursement by City.

5.2 PAYMENT FOR WORK

The consultant shall accept the compensation as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the work. Compensation shall include loss or damage arising from the nature of the work or action of the elements, or any unforeseen difficulties, which may be encountered during the prosecution of the work.

The quantities listed in the proposal schedule do not govern final payment. Payments to the consultant will be made only for the actual quantities of the work performed and for the quantities of work performed as extra work or under supplemental agreement.

Within seven (7) days of the "Notice of Award," the consultant shall submit a detailed breakdown of primary costs such as engineering, site work, foundation work, reinforced concrete slab, plumbing, electrical, insulation, doors, building package, paving etc. This breakdown will be utilized for review of monthly pay requests.

5.3 PROGRESS PAYMENTS AND RETAINAGE

At a regular period each month the consultant will submit an invoice for the estimated amount and value of work accomplished and the estimated amount and value of acceptable material to be incorporated in the completed work which has been delivered and acceptably stored. The sum of these values will be defined as the value of work accomplished. The value of work accomplished will be subject to verification and approval by the Public Works Department. The City will make payment within thirty (30) days of receipt of invoice, except in the case of the final estimate and payment.

The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown are subject to correction in the final estimate.

Progress payments shall not be construed as an acceptance or approval of any part of the work covered and shall in no manner relieve the consultant from obligations under the contract.

5.3.1 Progress Payments

Progress payments will be equal to the value of work accomplished (subject to the verification and approval of the Public Works Department), less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the City, and less an amount to be retained. Payments for the work done will be made by the City on or about the end of each calendar month.

5.3.2 Retainage

The amount to be retained will equal five percent (5%) of the value of completed work. In accordance with the provisions of ORS 279C.560, upon written request of the consultant, the City will deposit amounts withheld as retainage in an interest bearing account in a bank, savings bank, trust company, or savings association for the benefit of the City. Interest shall accrue to the consultant.

If the City incurs additional costs as a result of the exercise of any of the options for retainage, the City may recover such costs from the consultant by reduction of the final payment. As the work progresses, the City shall, upon demand, inform the consultant of all accrued costs.

The consultant may deposit bonds or securities with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the City. In such event, the City shall reduce the retainage in an amount equal to the value of the bonds and securities and pay the amount of the reduction to the consultant in accordance with ORS 279C.560. Interest on such bonds or securities shall accrue to the consultant.

Bonds and securities deposited or acquired in lieu of retainage shall be of a character approved by the City Attorney and the Public Contract Review Board, including but not limited to:

a) Bills, certificates, notes, or bonds of the United States;

b) Other obligations of the United States or its agencies;

c) Obligations of any corporation wholly owned by the Federal Government; and,

d) Indebtedness of the Federal National Mortgage Association.

The bonds and securities deposited by the consultant shall be fully assigned to the City or be payable to the City on demand.

5.4 DEFERMENT OF PAYMENTS

No final payment will be made until all orders made by the City to the consultant in accordance with the contract are complied with, and all claims or liens filed or prosecuted against the City contrary to the contract are satisfied.

In the event a complaint or charge of unlawful employment practices pursuant to the provisions of ORS 659 is filed against the consultant with the Commissioner of Labor, and the Commissioner of Labor issues a cease and desist order as defined in ORS 659, no further payments will be made until all of the provisions of the cease and desist order have been complied with by the consultant.

5.5 FINAL ESTIMATE AND PAYMENT

The consultant shall notify the City when work is considered complete and the City shall, within 15 workdays after receiving the notice, either accept the work or notify the consultant of the work yet to be performed. If the work is accepted, the City shall notify the consultant and will make a final estimate and recommend acceptance of the work as of a certain date. Within thirty (30) days of approval and acceptance by the City, the consultant will be paid a total payment equal to the amount due under the contract including all retainage.

Prior to final payment, the consultant shall deliver to the City a receipt for all amounts paid or payable to the consultant and a release and waiver of all claims against the project or City arising from or connected with the contract and shall furnish satisfactory evidence that all amounts due for labor, materials and all other obligations have been fully and finally settled, or are fully covered by insurance.

5.6 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the consultant of the final payment shall release the City from all claims and all liability to the consultant for all things done or furnished in connection with the work, and for every act of the City and others relating to or arising out of the work.

5.7 LIQUIDATED DAMAGES

Time is of the essence for the project. Liquidated damages in the amount of $200 per day for each and every calendar day by which the completion of the work or the performance of this contract is delayed beyond the time fixed for completion thereof, or the extension thereof, shall be deducted from the monies then due or to become due under this contract. Should such money not be sufficient to cover such damages, the owner shall have the right to recover the balance from the contractor.

SECTION 4
PLANS AND SPECIFICATIONS

Section 4.0 GENERAL DESIGN CRITERIA

4.01 GENERAL REQUIREMENTS

A. The building shall be designed by the design-builder as a complete system. All components of the system shall be supplied or specified by the same design-builder.

B. The design and construction of this facility shall meet all applicable City, County, State and Federal codes and laws in effect at the time the facility is submitted to authorities for permit(s). Provisions are to be made for the facility to comply with the Oregon Accessibility Code for Building Construction and the American with Disabilities Act.

C. The building should be designed to facilitate possible future expansion.

D. If the City elects to fund the construction of Additive Alternate #1, the added apparatus bay shall be designed and built following the design criteria outlined in this section, including building systems, overhead doors, lighting, HVAC, etc.

4.02 SUBMITTALS

A. The following submittals, including but not limited to, are to be prepared and submitted to the City of Ontario for approval before proceeding with fabrication:
- Finish/Material Selection Board – illustrating all finishes and colors to be used in the project. Colors and finishes are to be coordinated by the design-builder.
- Typed summary of all finishes/color selections
- Sample panel of knockdown finish
- Finish hardware
- Windows and doors
- HVAC units
- Other equipment/furnishings

B. The construction drawings and design calculations for the building shall be signed and sealed by a Structural Engineer Registered in the State of Oregon. Plan and elevation drawings of all four exterior sides of the building are required.

C. Shop or erection drawings indicating assembly dimensions, locations of structural members, connections, attachments, openings, cambers, loads, wall and roof system dimensions, general construction details, anchorages and methods of anchorages, framing anchor bolt settings, sizes and locations from the datum must be submitted by the design-builder for approval by the City.

D. Schematic design showing general building layout, as well as plumbing, HVAC/mechanical and electrical details must be submitted by the design-builder for approval by the City.

E. Before requesting final completion the design-builder is to prepare and submit four (4) complete closeout packages. The following items are to be included in the closeout packages:
   - Warranties for all electrical and mechanical equipment, roofing, exterior components and as required by the Design Criteria.
   - Operating Manuals for all electrical and mechanical equipment.
   - Maintenance instructions for all electrical and mechanical equipment, finishes and related items.
   - Copies of all Shop Drawing submittals.
   - Final color list.

4.03 WARRANTY

A. The building design-builder shall provide a material and workmanship warranty that includes ten (10) years for all exterior panels, all structural members, and roofing, five (5) years for all other components. The warranty shall include all components that are supplied by the design-builder.

4.04 ADMINISTRATION

A. All nomenclature shall conform to MBMA Metal Building Systems Manual.

B. Design-builder shall coordinate all activities with City.

4.05 QUALITY ASSURANCE

A. The structural steel members must be fabricated in accordance with Metal Building Manufacturers Association (MBMA) Metal Building System manual and the AISC Specification for Structural Steel Buildings.

B. The company manufacturing the products specified in this section shall have a minimum of five years experience in the manufacture of similar prefabricated building systems.

4.06 BUILDING SPECIFICATIONS, MATERIALS AND EXECUTION

A. BUILDING OVERVIEW

1. The concrete floor and exterior concrete slabs shall be reinforced and designed to support a vehicle weight of 60,000 pounds. The professional engineer selected for this project shall certify in writing the reinforcement requirements, concrete thickness and specification of the concrete and steel reinforcement.

2. The design-builder will provide a Metal Building System manufactured to the Standards of the MBMA and be designed to enclose the facilities shown on the attached plan drawing. The clear height to the bottom of the roof trusses from the floor shall be 16'-0". The building shall include pre-engineered columns, rafters, purlins, and girts (girts shall be every 4' to provide additional backing for ¾" plywood wall covering on the interior side of the perimeter wall). The design of the foundation for the metal

building described in this specification will be supplied by the design-builder. Design-builder shall supply all trim, fasteners, and closures necessary to complete the building.

3. The exterior dimensions of the buildings shall be 85 feet by 72 feet.

4. Building shall include eight (8) overhead doors, four (4) exterior personnel doors, two (2) interior doors and four (4) windows. Labor for complete installation of doors and windows shall be included in the base bid.
5. There will be no equipment located on the roof of the building. The only loads on the interior purlins and trusses will be infrared radiant gas heaters, air circulation ceiling fans, overhead door operators, electrical cord reels and normal electric lighting fixtures.

6. Building design loads are to be in accordance with the 2007 Oregon Structural Specialty code. The roof snow load is 25 PSF and wind load at 90 miles per hour.

B. GENERAL

1. All work shall be performed by experienced workmen in a workmanlike manner to published tolerances and according to generally accepted industry standards.

2. Install all materials and equipment in accordance with manufacturer's instructions and all applicable laws and regulations.

3. All floor and wall accessories, including windows and doors, shall be installed weathertight.

C. FRAMING

1. Building shall have a clear span rigid frame, without interior intermediate columns.

2. The bay spacing and minimum clearances shall be determined during the design phase.

3. The roof slope shall be a minimum of 1 in 12 or as needed to meet snow load criteria.

4. The primary framing may be manufactured of rigid frame, rafter beams and columns, with or without braced end frames, end wall columns and canopy beams as proposed by the design-builder.

5. Secondary framing shall be detailed in the submittal.

6. Horizontal loads not resisted by the main frame may be resisted by the use of lateral bracing in the sidewall, end wall and roof.

7. Details of the wall and roof system, including preformed steel panels, insulation, liners and accessory components shall be included in the submittal.

8. Accessories including skylights, doors, windows, louvers and ventilators shall be included in the submittal.

9. Before commencing with the erection of the Metal building, the design-builder must verify that the site conditions are suitable for the safe erection of the building.

10. The design-builder must verify that the foundation, floor slab, plumbing, mechanical and electrical utilities and placed anchors are in the correct position and squared.

11. Erect the framing in accordance with the manufacturer's directions.

12. Erect the building frame true and level with vertical members plumb and bracing properly installed. Maintain structurally stability at all times during the erection process.

D. ROOF SYSTEM

1. Place Standing Seam Roof panels at right angle to purlins. Attach with sliding concealed clip where expansion and contraction must be accounted for. Lap panel ends as determined by the design-builder's standard and panel notch. Place end caps above purlin with back up plate and cinch strap so panel end-lap fasteners do not penetrate purlin.

2. The sheet steel stock used in the roofing system shall be galvanized, zinc coated or aluminized as required by the design-builder's design. Supply and install translucent roof panels that are compatible with roof system to effectively provide daylighting inside the bays. The translucent panels should be installed in accordance with the manufacturer's directions. The installation must be weather tight.

3. The exterior roof insulation shall be of the glass fiber type, faced with a reinforced material having a flame spread classification of 25 or less. The minimum R-value shall be 30.

4. The roofing supplied shall be standing seam with a UL rating of 90.

5. Exterior and interior surfaces of the roof panel shall be pre-coated. Coating weight shall be a minimum of 0.32 oz. of aluminum-zinc alloy per square foot of coated sheet equivalent to about 0.75-mil thickness on each side. The color selected shall be from the design-builder's standard colors and specified at the time of submittal for approval.

6. The roof trusses shall remain exposed in the bays.

E. MATERIALS – GUTTERS, DOWNSPOUTS, FLASHING AND TRIM

1. Fabricate commercial grade gutters, flashings, downspouts and trim from the design-builder's standard material. The color will match that selected for the building.

2. Form gutters and downspouts of a profile and size to collect and remove water of a volume and velocity determined from IBC, 2003 or the MBMA Metal Building Systems Manual, Common Industry Practices.

3. Form flashing and trim sections in maximum possible lengths. Smooth all exposed edges and allow for joint expansion

4. Fabricate or furnish gutter support straps, downspout clips and support straps of manufactures standard material, design and finish. The finish color will match the building.

F. WALL SYSTEMS

1. The sheet steel stock used in the wall system shall be galvanized, zinc coated or aluminized as required by the design-builder's design.

2. Exercise care when cutting prefinished material to ensure cuttings do not remain on the finished surface.

3. Fasten cladding system to structural supports using proper fasteners, aligned level and plumb.

4. The exterior wall insulation shall be of the glass fiber type, faced with a reinforced material having a flame spread classification of 25 or less and a minimum R value of 30.

5. Supply two (2) wall louvers (48" x 48" each) that are the same material and finish as the adjacent material. The louvers shall be designed by the design-builder to meet the wind load specified in IBC, 2006.

6. All Material, closures, fasteners and Sealants shall be of the design-builder's standard type.

7. Exterior surfaces of the wall panel shall be pre-coated. All exterior and interior surfaces of the galvanized steel wall covering and exterior trim shall receive a factory, roller applied, paint coating having an exterior coating thickness of 0.8 to 1.2 mils of dry film thickness. The color selected shall be from the design-builder's standard colors and specified at the time of submittal approval.

8. Along the perimeter of the building, the interior of the building walls shall be finished with ¾" AC plywood to an 8' height, painted.

9. Bathroom shall be framed to comply with ADA clearances. Design-builder to supply and install grab bars in accordance with ADA requirements.

10. Provide all interior partition walls, as shown on the plans. The interior partition walls shall be finished with a 5/8" painted gypsum board (up to 8' interior ceiling height) with a textured finish. Consult engineer for final color in wall interior. Frame interior walls with metal or wood studs, designed for the anticipated

interior loads (an air compressor will eventually be place above the storage room/bathroom). Provide continuous sound insulation (panels or rolled insulation type material) between all interior partition walls. Bathroom walls shall be covered with an FRP paneling to the appropriate height to meet all code requirements.

11. Ceiling over bathroom and storage area shall be designed to withstand a live load of 125 pounds per square foot.

G. TRIM

1. Flashings, internal and external corners, closure pieces, etc. shall be of the same material and finish as the adjacent material and profiled to suit the system.

H. STEEL DOORS AND FRAMES

1. Hollow metal doorframes to be factory painted galvanized steel, welded hollow metal construction, 14 ga. for exterior and labeled frames, 16 ga. for interior frames.

2. Hollow metal doors to be 1 ¾" in thickness, 36" in width, 84" in height, factory painted galvanized steel, 16 ga. for exterior doors and 18 ga. for interior doors. Interior doors are to be insulated with durable sound deadening material. Exterior doors to be insulated with thermal insulation material not less than R-5. Provide tempered glass inserts in all exterior doors.

I. ACCESS DOORS

1. Provide access doors to all valves, dampers, switches and other electrical/mechanical items needing access for maintenance, when these are concealed in walls and hard (non-accessible) ceilings. Size of door to be of minimum size to allow for maintenance of items being concealed. Access panels in bathroom and wet areas are to be stainless steel finish.

J. OVERHEAD DOORS

1. All apparatus bays shall be drive through. Provide overhead door at front and rear of each bay (eight (8) total, ten (10) with alternate).

2. All overhead doors shall be 14 foot wide by 14 foot high insulated heavy duty commercial steel sectional upward acting doors, with 24 ga. steel panels with factory applied baked on white enamel. Doors shall be Overhead Door Corp. Thermacore 592 Series, or approved equal, minimum R-value of 17.50. All doors are to have a single row of insulated windows.

3. All operators shall be commercial grade, trolley style with brake and radio receiver. Operators shall be Overhead Door Corp. Model RSX or approved equal. Locate motor at center of door.

4. For each overhead door provide one up-down-stop control switch at each of the two west doors leading into the apparatus room (sixteen (16) total, eighteen (18) with alternate).

5. Provide auto-reversing safety edge for each overhead door.

6. Provide chain hoist override for each overhead door.

7. Doors shall be installed and adjusted by a factory-trained and authorized installer. Doors shall be adjusted to operate properly at the initial installation and as necessary during the minimum one-year warranty period.

K. HARDWARE

1. All hardware to be heavy-duty commercial grade.

2. All hardware to have chrome finish.

3. Provide closers for all doors to bathroom, storage room and all exterior doors.

4. Provide kick down doorstops for all interior doors.

5. Provide latch guards for all exterior doors.

6. All locksets are to be lever style and all hardware shall comply with the requirements of the Oregon Accessibility Code and ADA.

7. Locksets are to be as follows:
   - Bathroom is to have privacy function lock
   - Storage Room is to have classroom function lock
   - All exterior doors to have panic hardware on the interior with a heavy-duty mechanical code lock on the exterior. Panic function from the interior retracts latch when pressed. Mechanical code lock function to allow entrance to be locked at all times except when opened by entering code.

8. Provide weather-stripping and a threshold at all exterior doors.

L. WINDOWS

1. Windows shall be installed straight, plumb and level without twisting and securely anchored in place. Openings shall be properly sized and prepared to provide sufficient space at the jambs, head and sill to compensate for normal construction movement without affecting the intended use. The design-builder shall provide protection for aluminum and glass surfaces from damage. All glass shall be factory labeled and labels shall remain on the glass until final cleaning. Upon Substantial Completion of the building, clean frames, sills, and glass, and adjust for proper operation of all windows.

2. All four (4) exterior windows shall be 4 foot wide and 2 foot high, fixed horizontal and placed in the approximate location depicted in the drawing. Exterior windows shall have

double glazed thermal insulated low E glass. Frame shall have a rigid polyurethane thermal barrier as an integral part of the extrusion that eliminates all direct contact between interior and exterior aluminum sections.

M. RESILIENT TILE FLOORING SYSTEM AND ACCESSORIES

1. Vinyl composition tile flooring to be provided in the bathroom, commercial grade, size: 12"x12" x 1/8". Provide one additional box of tile overstock.

2. Rubber base to be provided in all locations with concrete floor and vinyl composition tile flooring. Rubber base to be 6-inches high x 1/8" thick, coved.

3. Color selection of the vinyl composition tile and rubber base to be provided by the design-builder and approved by the City.

N. PAINTING

1. All paints shall be water base types unless otherwise specified.

2. Painting shall be as follows:
   - Interior wood surfaces:
     - One coat alkyd primer/sealer
     - Two coats of alkyd enamel, semi-gloss
   - Exterior and interior steel – Primed (as needed)
     - Touchup primer
     - Two coats of metal latex, semi-gloss
   - Interior gypsum board
     - One coat latex primer/sealer
     - Two coats latex enamel, flat

3. Suggested paint manufacturer: Kelley Moore or approved equal.

4. Color selection of the paint to be provided by the design-builder and approved by the City.

O. BATHROOM ACCESSORIES

1. Toilet shall have a semi-recessed double toilet paper dispenser.

2. Sanitary napkin disposal.

3. Provide grab bars at showers and toilet as per code requirements.

4. Provide mirror above lavatory.

5. Provide robe hook and privacy glass shower door for each shower stall.

P. HVAC/MECHANICAL

1. Provide a natural gas fired infrared, radiant heat system in the apparatus bay area. The heating system shall be designed to provide comfortable ambient conditions with maximum energy efficiency. Winter indoor criteria to be 65 degrees F (D.B.).

2. No areas in the building will be air conditioned but should be heated and mechanically ventilated. The apparatus bays is to be provided with louvers to achieve natural cross ventilation and a minimum of four (4) commercial grade ceiling fans suspended from the roof structure for the de-stratification of air temperatures.

3. Bathroom and storage room shall have heating and exhaust system to meet code requirements.

4. Provide exhaust venting for future dryer connection.

Q. PLUMBING

1. Adhere to all governmental regulations for water supply and waste disposal and to provide the same for all fixtures.

2. Design-builder responsible for 1 ½" water service line from meter vault to building.

3. Water, natural gas and sanitary piping is to be concealed within the walls and within furred/chased areas in bathroom and storage room.

4. Water supply piping is to be copper or other pre-approved material.

5. A 1,000-gallon sand and grease trap shall be installed as noted on the plans. A 4" grated trench drain shall be installed as noted on the plans, draining to the center of the floor slab from the exterior walls of the building and plumbed to the sand and grease trap located on the exterior of the building. Plumbing from the bathroom shall be connected downstream of the sand and grease trap.

6. One central floor drain will span the length of the building from east to west with the concrete floor slopping into it. Drain shall come complete with grate and separator.

7. The Bathroom and storage room shall each have floor drains.

8. Provide automatic primer for all floor drain traps. Design for proper operation with low use of fixtures, for pressure drop activated by pressure equal to that of a typical hose bibb.

9. Storage room shall be plumbed for the future installation of a washing machine (design-builder to supply and install washer hookup), ice machine and water softener.

10. Provide four (4) regular interior hose bibbs, one (1) interior water supply with a 1 ½" fitting for washing hose and two (2) keyed frost proof exterior hose bibbs. Hose bibbs

will be plumbed between overhead doors. Reference drawings for the approximate location of these water supplies.

11. Gas system to be designed to meet all applicable codes, with maximum safety provisions. Provide easily accessible manual shut-off valve.

12. Stub for future installation of a landscaping irrigation system.

R. WATER HEATING SYSTEM

1. Provide and install one (1) gas-fired water heater, 50-gallon capacity in the storage room, supplying hot water to all areas where domestic water is required. The water heater shall be self-contained, energy efficient type, complete with thermostat, safety cut-off, temperature and pressure valve with connection to the drainage system, drain valve, insulation, and exterior enameled steel jacket.

S. BATHROOM FIXTURES

1. Bathroom lavatory shall be handicap accessible, vitreous china, self-rimming, with fittings.

2. Bathroom water closet shall be handicap accessible, siphon-jet, elongated bowl with open-front seat less cover, water conservation type.

3. Bathroom urinal shall be wall-hung and water conservation type.

4. All wall-mounted fixtures shall have carriers designed for the particular fixture, concealed in wall cavity.

5. Provide handicap accessible shower complete with accessories, including a retractable shower seat and collapsible shower curb. Shower to be single handle operator with adjustable hand-held water conservation showerhead with extension hose and adjustable height wall bracket. Showerhead to be placed in side wall (not across from stall opening).

6. Faucets and shower fixtures shall be of good commercial grade quality (Moen or approved alternate) with chrome finish.

7. Facilities provided shall comply with ADA and Oregon Accessibility Code requirements.

T. OTHER FIXTURES

1. Provide one (1) water/drinking fountain at a location to be identified by the City. Water/drinking fountain to be electric water coolers, stainless steel, wall mounted and handicap accessible.

2. Provide mop/laundry style floor sink in storage room equipped with single lever long gooseneck faucet and spray hose.

U. ELECTRICAL

1. All work shall be designed and performed in accordance with the National Electric Protection Association, the National Electric Code and all applicable codes.

2. Electrical system is to be designed for type of electrical power available from the local power company immediately adjacent to the property. Confirm type of power (single or 3-phase) currently available by contracting an Idaho Power representative.

3. Provide GFCI electrical outlets in bathroom, apparatus bays and storage room.

4. Electrical outlets in all areas of the building to be spaced as approved by the City.

5. Provide emergency light/signage system with battery backup throughout the building.

6. In each apparatus bay, provide two (2) ceiling mounted 30 Amp electrical cord reels. Each real shall be supplied from a separate dedicated circuit, 30 Amp, GFCI. City will determine exact location of reels. A single emergency shutoff switch that will shut off electricity to all reels simultaneously shall be installed at a location identified by City.

7. Provide electrical outlets for washer and dryer in storage room next to washer hookup.

8. Provide one (1) 240-volt outlet and one (1) duplex outlet above bathroom/storage room for future installation of air compressor.

9. Supply wiring and/or conduit for the future installation of an emergency power generator transfer switch.

10. Provide two (2) quad receptacles on interior west perimeter wall at workbench height for a portable radio station. Exact location to be determined by City during the design phase.

11. The design-builder shall provide extra conduits with pull-strings as required by City.

V. LIGHTING FIXTURES

1. Provide and install fluorescent light fixtures throughout the building, electronic ballast, energy saving type fixture and lamps. Provide wet location rated light fixture in the shower stall.

2. Install light fixtures between bays in apparatus room (not above trucks), each bay individually switched with lighting level of 50 Fc at 30-inches above finish floor (or following the latest guidelines of the Energy Code). Interior lighting for apparatus bays shall be controlled from one set of switches at two separate locations. City will identify exact location of switches.

3. Interior lighting fixtures shall be provided in sufficient quantity to satisfy minimum lighting levels as determined by OSHA and other governing bodies.

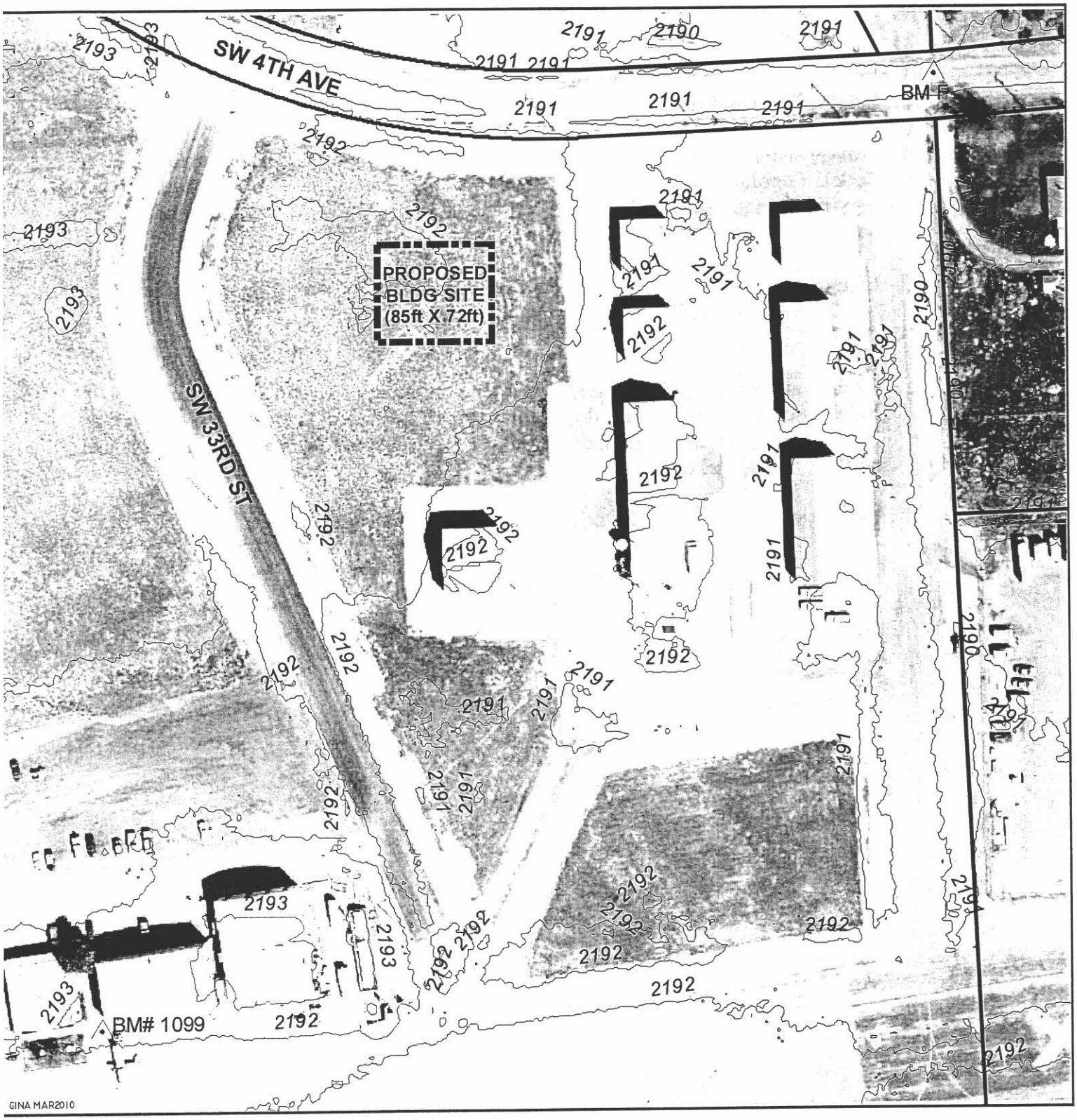
4. Provide and install HID type lighting for exterior (as per DCP-1 and in compliance with Code). Coordinate additional requirements taking into account the existing lighting provisions on the site and light spill restrictions as per the FAA. Exterior lighting shall be controlled by way of timer or photocell switch.

5. Lighting design shall meet or exceed the latest version of the energy code for efficiency.

W. SECURITY

1. Intruder alarm with dedicated phone line for monitoring of system. Intruder alarm shall have sensors at each personnel door, motion sensors sufficient in quantity to cover entire bay area with all fire apparatus present, two (2) keypads (located at southwest and northwest personnel doors) and one (1) horn.

2. Monitoring shall be by the Ontario Police Department Dispatch Center.



- BENCH MARK POINT F- PK NAIL AND ALUM WASHER WITH ASPHALT SURFACE OF SW 4TH AVE. SET OVER THE TOP OF E 1/16 CORNER OF SEC 6 AND 7, T18 R47. ELEV=2190.97'

- BENCH MARK #1099 - ALUMINUM CAP NE 1/16 SEC 7. ELEV=2192.67'

EXHIBIT 1

FIRE STATION STORAGE BUILDING SITE

117

1"=100'
0 100

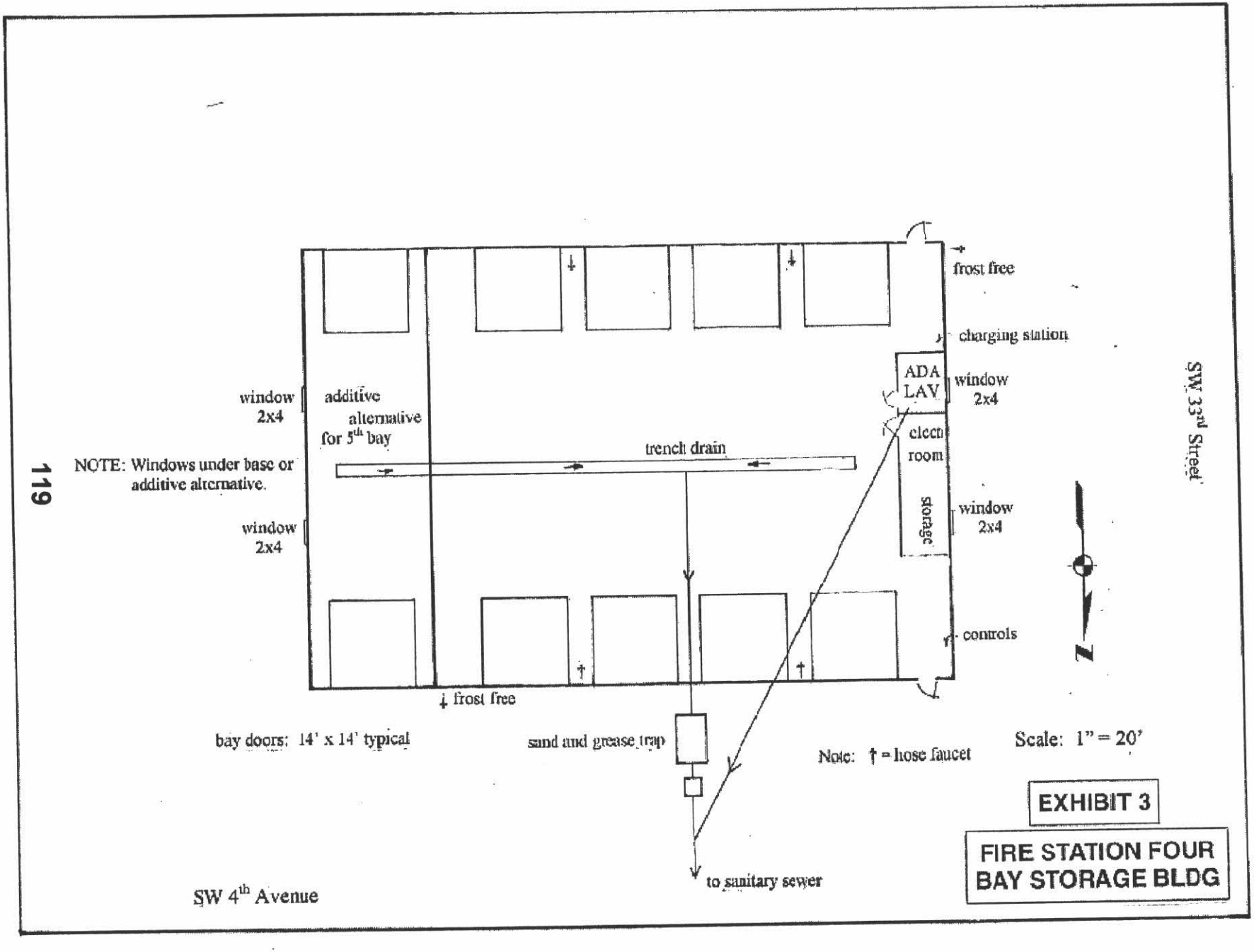
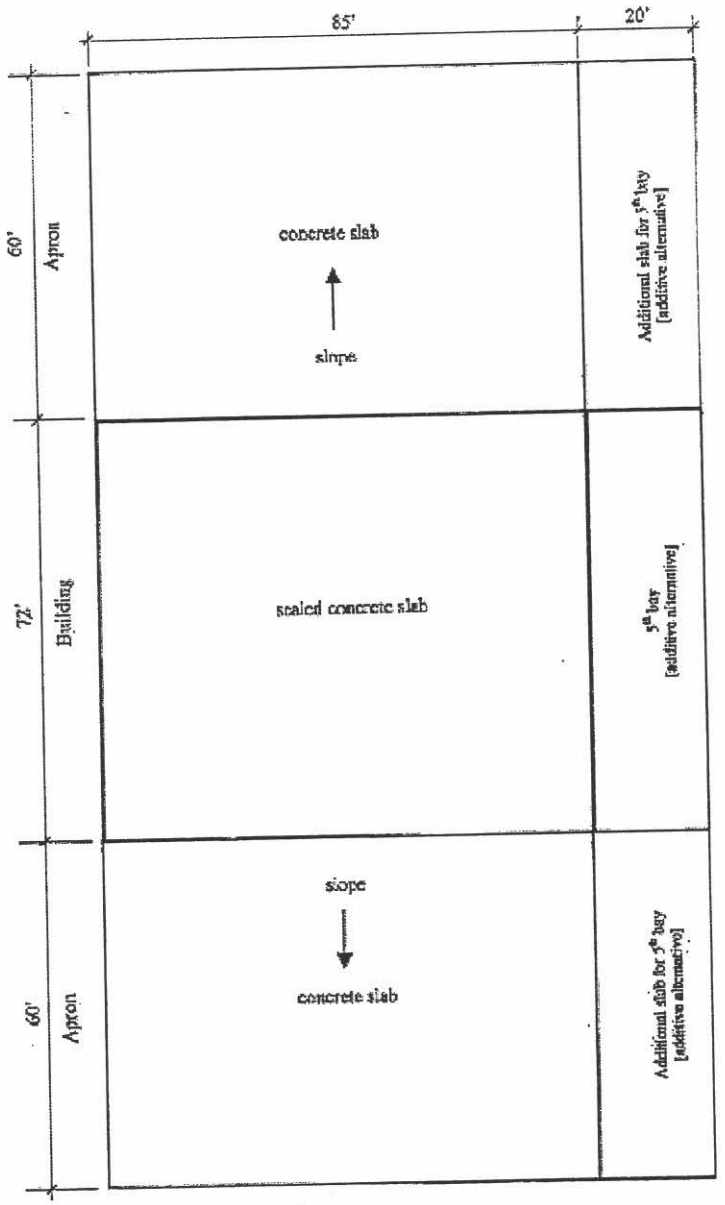


EXHIBIT 3

FIRE STATION FOUR BAY STORAGE BLDG



Scale: 1" = 30'

EXHIBIT 4

FIRE STATION STORAGE BLDG SLAB DETAIL

MATERIALS TESTING & INSPECTION

❑ Environmental Services ❑ Geotechnical Engineering ❑ Construction Materials Testing ❑ Special Inspections

MR. CHUCK MICKELSON
CITY OF ONTARIO
444 SW 4TH STREET
ONTARIO, OR 97914

Phone: (541) 881-5251
Cell: (541) 212-3428
E-mail: Chuck.Mickelson@ontariooregon.org

Re: Geotechnical Engineering & Seismic Hazards Investigation Proposal (Revised 3-10-10) for **The City of Ontario – Fire Services Station, SW 4th Avenue, Ontario, Oregon**

Dear Mr. Mickelson:

Materials Testing & Inspection would like to thank you for requesting a proposal from our firm to provide a seismic hazards investigation and geotechnical recommendations for this project. The report(s) will be written in accordance with 2009 Oregon Structural Specialty Code requirements for seismic site hazard reports and general geotechnical industry standard practices. We appreciate the opportunity to submit the following proposal.

In accordance with your request, typical geotechnical engineering practices, and Oregon Structural Specialty Code Section 1802.6.1 requirements, our report(s) will include the following:

Geotechnical Investigation & Recommendations

- MTI will observe and log two test pits advanced on the site. City of Ontario will advance test pits (and clear area for utilities). All data obtained will be recorded in the field and referenced to test pit number. Soil will be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. The classification for final logs will be based on field information, and further inspection of samples in the laboratory. A chart illustrating the soil classification criteria and the terminology and symbols used on the logs will be provided.
- General recommendations of type or types of foundations that would be suitable for the proposed project and data for use in foundation design and construction, including net allowable bearing capacity and frost protection embedment depth.
- Structural fill placement recommendations.
- Recommendations for construction activities.

Seismic Hazards Investigation

- Review of all existing data in area previously obtained by MTI, shall be used in conjunction with other available reports for the site.
- A plot showing the location of test pits, if required;
- Description and classification of the materials encountered;
- Elevation of the water table, either measured or estimated;
- A geologic profile of the site extending to bedrock, either measured or estimated;
- An explanation of the regional geologic, tectonic, and seismic setting;
- A literature review of the regional seismic or earthquake history (i.e. potential seismic source, maximum credible earthquakes, recurrence intervals, etc.);
- Selection criteria for seismic sources and recommendations for a design earthquake.

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MATERIALS TESTING & INSPECTION

❑ Environmental Services ❑ Geotechnical Engineering ❑ Construction Materials Testing ❑ Special Inspections

- Selection criteria and recommended ground response, including local amplification effects;
- An evaluation of the site-specific seismic hazards, including an earthquake-induced subsidence, fault rupture, seiche, tsunami inundation and other seismic hazards at the site including the effects of local geology and topography.

Research, exploration and recommendations will be prepared under the supervision of a registered professional engineer and registered professional geologist. A copy of our PROFESSIONAL SERVICES CONTRACT is enclosed herewith and incorporated into this proposal.

MTI will proceed with the work on the basis of verbal authorization; however, please sign and return one copy of this proposal. MTI anticipates issuing our findings and recommendations within ten working days from the last date fieldwork is performed or soil samples are obtained **The attached Geotechnical Project Data Sheet provides us with values used in our design calculations. Please consult the project structural engineer and return this sheet as soon as possible.**

MTI appreciates the opportunity to offer its services to you and looks forward to working with you on this project. If you have questions concerning this proposal or if MTI can be of further assistance, please call on us at (208) 376-4748.

Respectfully Submitted,
MATERIALS TESTING & INSPECTION, INC.

Kevin L. Schroeder, P.G.
Geotechnical Services Manager

Attachments: Project Data Sheet
Professional Services Contract

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MATERIALS TESTING & INSPECTION

❑ Environmental Services ❑ Geotechnical Engineering ❑ Construction Materials Testing ❑ Special Inspections

PROJECT DATA SHEET GEOTECHNICAL INVESTIGATION & RECOMMENDATIONS

1. PROJECT NAME: _____
2. PROJECT LOCATION: _____
3. REQUIRED SECTION NUMBER ____ TOWNSHIP ____ (N/S) RANGE ____ (E/W), BOISE MERIDIAN ( )
4. YOUR JOB NO: _____ PURCHASE ORDER NO: _____
5. PROJECT MANAGER: _____ TELEPHONE NO: _____

6. DISTRIBUTION OF REPORTS:

7. ( ) COPIES TO: _____ ATTN: _____
   ( ) COPIES TO: _____ ATTN: _____

8. ( ) COPIES TO: _____ ATTN: _____
   ( ) COPIES TO _____ ATTN _____

9. INVOICE ADDRESS: _____

10. PRESENT OWNER _____ ADDRESS: _____
    SITE CONTACT: _____ PHONE: _____

11. PLEASE PROVIDE THE FOLLOWING WHEN RETURNING THIS DATA SHEET:

DESCRIPTION OF PROJECT: _____

MAXIMUM WALL LOADS (KLF)? _____ MAXIMUM ISOLATED COLUMN (KIPS)? _____
BASEMENT PLANNED? _____ MULTI STORY BUILDING? _____
ON SITE DISPOSAL OF STORM WATER? _____
PLANNED FINISHED FLOOR ELEVATION COMPARED TO EXISTING GRADE? _____
PAVEMENT SECTION REQUIRED? _____ 10 OR 20 YEAR DESIGN? _____
DAILY TRUCK TRAFFIC? _____ SEPARATE TRUCK ACCESS AREAS? _____

KLF = KIPS PER LINEAR FEET; KIPS = KILO POUNDS (1,000 #)

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Fire Station Storage Building
Addendum Number 1
March 31, 2010

The following are additions or corrections to the City of Ontario "Project Manual for Fire Station Storage Building (SW 4th Avenue and SW 33rd St) Design Build Proposal".

1. Change the Proposal Due Date throughout the Project Manual from 3 p.m. April 7, 2010 to **3 p.m. April 20, 2010.**

2. Section 1-Instructions to Proposer, Page 9. Add the following paragraph:
   29. COST OF PREPARING PROPOSALS
   The City of Ontario accepts no liability for any costs incurred by any Proposer in the preparation or presentation of proposals.

3. Section 1-Project Proposal, Page 12. **"Section 2.5 Statement of Work and Product" is modified to read as follows"**
   Provide a brief narrative; along with drawings of proposed building plan views and exterior views, which demonstrates an understanding of the project and a clear statement of the final product. Each proposer is to include in their proposal detailed information on the materials they intend to use in constructing the building. The information should include a general materials list, manufacturers' catalog cut sheet, and other descriptive data for all material. The Proposer's information should be organized to follow the order given in Section 4.0, "General Design Criteria of the Conditions of the Contract" of the RFP:

   - Steel building including information on the manufacturer, material specifications, standard construction details, preliminary building plan, elevation, and detail drawings. The details should include steel beams, columns, connections, purlins, insulation, standing seam roofing, wall panels, etc.
   - Concrete floor including proposed thickness, reinforcing, joint construction, finishing, and curing.
   - Steel doors, frames, and hardware.
   - Overhead doors and operators.
   - Windows.
   - Flooring.
   - Exterior and interior paint.
   - Bathroom fixtures and accessories.
   - HVAC/mechanical equipment including gas-fired infrared heating system, exhaust fans, and ceiling fans. The gas-fired infrared heater should be sized large enough to allow for a reasonable efficient recovery of building heat after the overhead doors have been opened and closed in cold weather.
   - Plumbing fixtures including sand/grease trap.
   - Other fixtures.
   - Electrical equipment including service entrance equipment (amperage rating for present and future), conduit, wiring.
   - Lighting fixtures.
   - Security system.

4. Section 1-Project Proposal, Page 22. Modify "**DISCLOSURE OF FIRST-TIER SUBCONTRACTORS"** last sentence to read as follows:
   The City must receive this form by **5:00 p.m., April 20, 2010**. Additional pages may be added if necessary to show more subcontractors.

5. Section 3-Conditions of the Contract, Page 8, INTERVIEWS
   Change the second sentence to read as follows: "Interviews are currently scheduled to be during the week of **April 26, 2010**."

6. Section 3-Conditions of the Contract, Page 8, **3.2 SCORING CRITERIA**—Delete all of 3.2 and replace with the following:

3.2 SCORING CRITERIA

3.2.1 **Basis of Selection**: The successful proposal will be the one that provides the best value to the Owner, based on total score calculated using ranked quality, price, and time criteria as well as exceptional qualifications. In evaluating proposals, City will consider the following in the order given, based on the Exhibits submitted with the Proposal Form:

3.2.2 **Price-30 points:** the lowest priced proposal will receive the maximum available points: others will receive fewer points proportional to the percent that their price exceeds the lowest price.

3.2.3 **Proposed Building Plan and Materials-20 points:** The quality of materials included in the proposal along with the plan and profile views.

3.2.4 **Schedule-15 points:** Schedule for design, permitting and construction that provides for the earliest date of substantial completion. Time is of the essence for this project, as the Facility is needed immediately.

3.2.5 **Project Team and Qualifications-15 points**
Demonstrate Proposer's team qualifications and experience relating to the requested Services. The response should address the following:

3.2.5.1 Extent of principal involvement.

3.2.5.2 List names, titles, responsibilities, and availability of key members who are anticipated to perform Services.

3.2.5.3 List name(s) and experience (resume) of design professionals responsible for developing and stamping the construction drawings.

3.2.5.4 Qualifications (including any specified licenses or certifications) and relevant individual experience for all key team members likely to perform services, including sub-contractors.

3.2.5.5 Short description of Proposer's experience using design teams on similar or related projects.

3.2.6 **Knowledge of Local Conditions, Market and Agencies-10 points**

3.2.6.1 List projects and services performed within the last (3) three years in the western Treasure Valley area of eastern Oregon and western Idaho (Canyon County, Payette County and Washington County, Idaho, and Malheur County, Oregon).

3.2.6.2 List government contracts in the western Treasure Valley area for the last three (3) years.

3.2.6.3 List western Treasure Valley subcontractors providing labor, equipment and/or materials for any projects in the last three (3) years.

3.2.6.4 List any other grounds for demonstrating experience with local conditions, the local market or with local government agencies.

3.2.7 **Understanding of Requested Services-10 points:**

3.2.7.1 Demonstrate a clear and concise understanding of the scope of work as described in Section 2.0.

3.2.7.2 List projects and contract services performed within the last three (3) years by type and location, most comparable to the requested Services.

3.2.7.3 For a total of three of the most recent projects or contracts (in any combination) listed, include a brief description of project type, size, location, duration and objectives; a chronological time line describing the tasks performed by the Proposer to fulfill the project objectives; and the actual project budget.

3.2.7.4 For each of the three projects or contracts (in any combination) above, indicate whether the services were accomplished within Proposers' original estimated budget and schedule, or needed to be revised. Briefly explain the reason for any revisions.

LIST OF SCORING CRITERIA FOR USE BY PROPOSERS	
	MAXIMUM SCORE
☐ Price	30
☐ Proposed Building Plan and Materials	20
☐ Schedule	15
☐ Project Team and Qualifications	15
☐ Local Knowledge	10
☐ Understanding of Requested Services	10
Total or Subtotal Score	100
☐ Interviews	100
Total Score	200

7. Section 3-Conditions of the Contract, Page 12: **SECTION 4.3.3 Bureau of Labor and Industries Fee**

   Delete both paragraphs of this section in its entirety and substitute the following:

   "Pursuant to ORS279C.825, the City of Ontario will pay the required fees to the Bureau of Labor and Industries."

8. Section 3-Conditions of the Contract, Page 14 **PUBLIC WORKS CONTRACT FEE INFORMATION FORM**

   Delete this form in its entirety

9. Section 3-Conditions of the Contract, Page 17 Add the following:

   Section 5.8 UTILITY COORDINATION

   The contractor is responsible for coordination with all private utilities including but not limited to gas, power, telephone, cable TV, internet service etc and making necessary connections to the fire station storage building.

10. Section 4 – **GENERAL DESIGN CRITERIA** Plans and Specifications, Page 6 **"J. OVERHEAD DOORS"** – Delete #3 and replace with the following:

    3. All operators shall be commercial grade, sidemount style with brake, radio receiver, solid shaft, positive tension drums and compression bumper springs. Operators shall be Overhead Door Corp. Model RSX or approved equal.

11. Add to the end of the Project Manual:

Geotechnical Engineering and Site Specific Hazard Report
of Proposed City of Ontario Fire Services Station
SW 4th Avenue & SW 33rd Street
Ontario Oregon

Prepared by Materials Testing and Inspection-a 33 page document dated March 30, 2010

MATERIALS TESTING & INSPECTION

☐ Environmental Services ☐ Geotechnical Engineering ☐ Construction Materials Testing ☐ Special Inspections

Geotechnical Engineering & Site Specific Seismic Hazard Report

of

Proposed City of Ontario
Fire Services Station
SW 4th Avenue and SW 33rd Street
Ontario, Oregon

Prepared for:

City of Ontario
444 SW 4th Street
Ontario, Oregon 97914

MTI File Number B00217g
128

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Mr. Chuck Mickelson
City of Ontario
444 SW 4th Street
Ontario, Oregon 97914
(541) 881-3231

Re: Site Specific Seismic Hazard Report
Proposed City of Ontario
Fire Services Station
SW 4th Avenue and SW33rd Street
Ontario, Oregon

Dear Mr. Mickelson:

In compliance with your instructions, we have conducted a soils exploration and foundation evaluation and a geologic hazards evaluation for the above referenced development. Fieldwork for this investigation was conducted on 17 March 2010. Data for the soils exploration and foundation evaluation have been analyzed to evaluate pertinent geotechnical conditions. Results of this investigation, together with our recommendations, are to be found in the following report.

Additionally, we have reviewed this data and the information developed through research to evaluate, in a general manner, the vulnerability of the site to seismically induced geologic hazards, and to provide preliminary design ground motions. Results of this investigation, together with our recommendations, are to be found in the following report. We have provided three (3) hard copies and one (1) electronic copy for your review and distribution.

MTI appreciates this opportunity to be of service to you and looks forward to working with you in the future. If you have questions, please call (208) 376-4748.

Respectfully Submitted,
Materials Testing & Inspection, Inc.

Kevin L. Schroeder, P.G.
Geotechnical Services Manager

Reviewed by:

REGISTERED PROFESSIONAL ENGINEER 19053PE OREGON EXPIRES: 12/31/10 DAVID O. CRAIN

David O. Crain, P.E.
General Manager

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INTRODUCTION

This report presents results of a geotechnical investigation and analysis in support of data utilized in design of structures as defined in the 2006 International Building Code (IBC). Information in support of groundwater and storm water issues pertinent to the practice of Civil Engineering is included. Observations and recommendations relevant to the earthwork phase of the project are also presented. Revisions in plans or drawings for the proposed development from those enumerated in this report should be brought to the attention of the soils engineer to determine whether changes in foundation recommendations are required. Deviations from noted subsurface conditions, if encountered during construction, should also be brought to the attention of the soils engineer. Additionally, this report presents results of a site specific seismic/geologic hazards investigation and analysis performed by Materials Testing & Inspection (MTI) for the proposed City of Ontario Fire Services Station.

Project Description

The proposed development is in the west central portion of the City of Ontario, Malheur County, Oregon, and occupies a portion of the NW¼NE¼ of Section 7, Township 18 South, Range 47 East, Willamette Meridian. This site is situated on relatively level terrain immediately north of the Ontario airport facilities. The project will consist of phased construction of a single story storage facility, to be developed with shallow spread/continuous footings and concrete floor slabs. The structure will consist of a metal building 72 feet by 85 feet in size with 4 bays for equipment storage. Retaining walls are not anticipated as part of the project. MTI has not been informed of the proposed grading plan.

Authorization

Authorization to perform this exploration and analysis was given in the form of a written authorization to proceed from Mr. Chuck Mickelson of the City of Ontario to Kevin L. Schroeder of Materials Testing and Inspection, Inc. (MTI), on 17 April 2006. Said authorization is subject to terms, conditions, and limitations described in the Professional Services Contract entered into between City of Ontario and MTI. Our scope of services for the proposed development has been provided in our proposal dated 16 March 2010 and repeated below.

Purpose

The purpose of this Geotechnical Engineering Report (Part 1) is to determine various soil profile components and their engineering characteristics for use by either design engineers or architects in:

- Preparing or verifying suitability of foundation design and placement
- Preparing site drainage designs
- Indicating issues pertaining to earthwork construction

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The primary objective of the site specific seismic hazard evaluation (Part 2) is to assess the potential for seismically induced geologic hazards that could impact the site. The seismic/geologic hazards addressed in this study are:

- Surface fault rupture
- Liquefaction
- Seismically induced settlement
- Seismically induced landsliding
- Seismically induced inundation

Additional objectives of this evaluation are to assess site specific seismic loading and to identify the site soil profile type(s).

This report was prepared as part of a Seismic Evaluation conducted in accordance with guidelines developed by the State of Oregon Board of Geologist Examiners, State of Oregon Structural Specialty Code, and the Oregon Board of Examiners for Engineering and Land Surveying. The report covers seismic/geologic hazards that could impact essential and hazardous facilities and major and special-occupancy structures in Oregon. The State of Oregon has developed a set of guidelines with input from the practice community through several professional societies. Guidelines are designed to assist those who prepare reports for site-specific seismic hazard reports for essential facilities, hazardous facilities, major structures and special occupancy structures as provided in Oregon Revised statutes 455.447(2)(a) and Oregon Administrative Rules 918-460-015. The following website details the referenced guidelines:

http://www.oregon.gov/OSBGE/pdfs/seismic_rpt_guidelines.pdf

This report does not include detailed evaluations of the site soils (presence of expansive soils, sulfates, etc.); detailed characterization of bedrock (physio-chemical properties, nature of discontinuities, etc.); or detailed assessment of site drainage (sources of surface water, potential for flooding, etc.), except as these features relate to potential seismic/geologic hazards.

Scope of Investigation

The scope of the geotechnical investigation included review of geologic literature and existing available geotechnical studies of the area, review of available environmental reports, visual site reconnaissance of the immediate site, subsurface exploration of the site, field testing of materials collected, and engineering analysis and evaluation of foundation materials.

The site specific seismic hazard evaluation was performed primarily by using existing site data. A review of published maps and data relevant to the site, including information on topography, geology, seismicity, faults, liquefaction susceptibility, and landslide susceptibility was preformed. Primary sources for this information were the United States Geological Survey (USGS) and Department of Oregon Geology and Mineral Industries (DOGAMI). Reports of ground shaking from historical earthquakes in the site vicinity were reviewed. In addition, MTI's previously issued geotechnical engineering reports (O60095g and B80550g) were reviewed and considered in our evaluation.

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Warranty and Limiting Conditions

MTI warrants that findings and conclusions contained herein have been formulated in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology only for the site and project described in this report. These engineering methods have been developed to provide the client with information regarding apparent or potential engineering conditions relating to the site within the scope cited above and are necessarily limited to conditions observed at the time of the site visit and research. Field observations and research reported herein are considered sufficient in detail and scope to form a reasonable basis for the purposes cited above.

Exclusive Use

This report was prepared for exclusive use of the property owner(s), at the time of the report, and their retained design consultants ("Client"). Conclusions and recommendations presented in this report are based on the agreed-upon scope of work outlined in this report together with the Contract for Professional Services between the Client and Materials Testing and Inspection, Inc. ("Consultant"). Use or misuse of this report, or reliance upon findings hereof, by parties other than the Client is at their own risk. Neither Client nor Consultant make representation of warranty to such other parties as to accuracy or completeness of this report or suitability of its use by such other parties for purposes whatsoever, known or unknown, to Client or Consultant. Neither Client nor Consultant shall have liability to indemnify or hold harmless third parties for losses incurred by actual or purported use or misuse of this report. No other warranties are implied or expressed.

Report Recommendation are Limited and Subject to Misinterpretation

There is a distinct possibility that conditions may exist that could not be identified within the scope of the investigation or that were not apparent during our site investigation. Findings of this report are limited to data collected from noted explorations advanced and do not account for unidentified fill zones, unsuitable soil types or conditions, and variability in soil moisture and groundwater conditions. To avoid possible misinterpretations of findings, conclusions, and implications of this report, MTI should be retained to explain the report contents to other design professionals as well as construction professionals.

Since actual subsurface conditions on the site can only be verified by earthwork, note that construction recommendations are based on general assumptions from selective observations and selective field exploratory sampling. Upon commencement of construction, such conditions may be identified that required corrective actions; and these required corrective actions may impact the project budget. Therefore, construction recommendations in this report should be considered preliminary, and MTI should be retained to observe actual subsurface conditions during earthwork construction activities so as to finalize construction recommendations.

Since geotechnical reports are subject to misinterpretation, **do not** separate the soil logs from the report. Rather, provide a copy, or authorize for their use, of the complete report to other design professional or contractors.

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This report is also limited to information available at the time it was prepared. In the event additional information is provided to MTI following publication of our report, it will be forwarded to the client for evaluation in the form received.

Environmental Concerns

Comments in this report concerning either onsite conditions or observations, including soil appearances and odors, are provided as general information. These comments are not intended to describe, quantify, or evaluate environmental concerns or situations. Since personnel, skills, procedures, standards, and equipment differ, a geotechnical investigation report is not intended to substitute for a geoenvironmental investigation or a Phase II/III Environmental Site Assessment. If the potential for petroleum or hazardous materials contamination or other environmental hazards relating to the site exists, MTI must be informed prior to the commencement of the geotechnical investigation. If environmental services are needed, MTI can provide, via a separate contract, those personnel that are trained to investigate and delineate soil and water contamination.

GEOTECHNICAL INVESTIGATION (PART 1)

Site Access

Access to the site may be gained via Interstate 84 to Ontario Exit 376, heading west to downtown Ontario. Cross over the overpass and continue to along West Idaho Avenue to SW 2nd Street. Turn left and follow to SW 4th Avenue and turn right. Drive on SW 4th Avenue (201) to SW 33rd Street. The parcel is located to the east and south of this intersection. Presently the site exists as undeveloped land. The location is depicted in site map plates included in the **Appendix**.

Regional Geology

The subject site is located within the Western Snake River Flood Plain. Within this region, this geomorphological feature consists of a broad, deeply floored, thick sequence of alluvial silts, clays, sands and gravel. These sediments typically have been deposited on Miocene (24 to 5 million years ago) basalt flows and tuffaceous sediments of the eastern region of the Columbia Plateau. This thick sequence of generally fine-grained sediments, predominately derived from the Idaho Batholith, contains minor intercalated tuffs and basalt flows within the earliest deposits. Most of these sediments were placed during the latter part of the Miocene and are predominately of lacustrine origin. Lakes were created within this area as a result of basalt flow impoundments formed to the west along the ancestral Columbia River. Many of the fossil leaf forms uncovered in these lacustrine plain sediments indicate the presence of a wet tropical climate that prevailed at this time. Early Quaternary age (1.6 million years ago to present) sediments deposited on top of the lacustrine plain were apparently deposited during a time of extremely dry climatic conditions in which little water was present for removal, sorting, and deposition of the debris. With a gradual return to a wetter climate, the surrounding hills again began to erode to their present form. Locally within the City of Ontario, soils generally consist of interbedded clay, silt, sand and gravel. Geologic data for the area indicates bedrock may be encountered at depths of 750 feet or more beneath the soil surface.

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General Site Characteristics

This proposed development will occupy relatively flat and level terrain located within the northern portion of the Ontario airport facilities. Throughout the majority of the site, surficial soils consist of poorly graded fine sands. Vegetation consists of lawn grasses.

Roughly 250 feet to the north is a drainage through which the Malheur River runs. Locally drainage is to the north. Storm water drainage for the site is achieved predominately by percolation through surficial soils. No off-site storm water will drain to the project site. Storm water drainage collection and retention systems are not in place on the project site and do not currently exist within the immediate vicinity of the project site.

Regional Site Climatology and Geochemistry

According to the Western Regional Climate Center (WRCC, 2006) the average precipitation for Western Treasure Valley is on the order of 10 to 12 inches per year, with an annual snowfall of approximately 20 inches and a range from 3 to 49 inches. The monthly mean daily temperatures range from 21° F to 95° F with daily extremes ranging from -25° F to 111° F. Winds are generally from the northwest or southeast with an annual average wind speed is approximately 9 mph with a maximum of 62 mph. Soils and sediments in the area are primarily derived from siliceous materials and exhibit low electro-chemical potential for corrosion of metals or concretes, and local aggregates are generally appropriate for Portland cement and lime cement mixtures. Surface waters, groundwaters, and soils in the region typically have pH levels ranging from 7.2 to 8.2 (USGS 2006). No indication of abnormal geochemical conditions was noted on site.

SOILS EXPLORATION

Exploration and Sampling Procedures

Field exploration conducted to determine engineering characteristics of subsurface materials included a reconnaissance of the project site and investigation by test pit. Test pit sites were located in the field by means of visual approximation from on-site features or known locations and are presumed to be accurate to within a few feet. Upon completion of investigation, each test pit was backfilled with loose excavated materials. Re-excavation and compaction of these test pit areas are required prior to construction of overlying structures.

In addition, samples were obtained from representative soil strata encountered. Samples obtained have been visually classified in the field by professional staff, identified according to test pit number and depth, placed in sealed containers, and transported to our laboratory for possible testing. Subsurface materials have been described in detail on logs provided in the **Appendix**. Results of field and laboratory tests are also presented on these logs. MTI recommends that these logs **not** be used to estimate fill material quantities.

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Soil and Sediment Profile

The profile below represents a generalized interpretation for the project site. Note that individual profiles, which are presented in the **Appendix**, may vary between test pit locations.

The materials encountered during exploration are quite typical for this area. Soils throughout both excavations consisted of poorly graded fine sands. These sands were gray brown in color, they exhibited moisture contents of slightly moist near surface grading to dry below, and had relative densities of medium dense grading to very dense with depth. Organic materials extended to approximately ½ foot of depth. Beneath roughly 3½ feet, these sands exhibited weak to moderate calcium carbonate cementation, and the appearance of weak bedding was noted below 5 feet of depth.

Competency of test pit walls varied little, and they remained firm throughout both excavations. However, moisture contents will affect wall competency, and with saturated soils will have a tendency to slough when under load and unsupported.

SITE HYDROLOGY

Existing surface drainage conditions are defined in the **General Site Characteristics** section. Information provided in this section is limited to observations made at the time of the investigation. Either regional or local ordinances may require information beyond the scope of this report.

Groundwater

During this field investigation, groundwater was not encountered in test pits advanced to a maximum depth of 15.8 feet bgs. Soil moistures in the test pits were generally slightly moist within surficial soils, and dry below. In the vicinity of the project site, groundwater levels are controlled in large part by residential or commercial irrigation activity, and leakage from local canals. Maximum groundwater elevations likely occur during the later portion of the irrigation.

Based on evidence of this investigation, primarily the dry soils encountered at depth, and the sites proximity to the drainage to the north, MTI estimates groundwater depths greater than approximately 16 feet bgs throughout the year.

Soil Infiltration Rates

Soil permeability, which is a measure of the ability of a soil to transmit a fluid, was not tested in the field. Given the absence of direct measurements, for this report an estimation of infiltration is presented using generally recognized values for the poorly graded fine sands. This soil type will often exhibit rates from 2 to 6 inches per hour; though the calcium carbonate cementation noted below roughly 3½ feet may reduce this value to near zero. Drainage elements must extend below cemented materials, to free-draining materials at depth. Field testing to confirm actual percolation rates is recommended, and to confirm that relatively free-draining materials have been encountered.

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FOUNDATION AND SLAB DISCUSSION AND RECOMMENDATIONS

Various foundation types have been considered for support of the proposed building. Two requirements must be met in the design of foundations. First, the applied bearing stress must be less than the ultimate bearing capacity of foundation soils to maintain stability. Second, total and differential settlement must not exceed an amount that will produce an adverse behavior of the superstructure. Allowable settlement is usually exceeded before bearing capacity considerations become important; thus, allowable bearing pressure is normally controlled by settlement considerations.

Considering subsurface conditions and the proposed construction, it is recommended that the structure be founded upon conventional spread footings and continuous wall footings. Total settlements should not exceed 1 inch if the following design and construction recommendations are observed.

Foundation Design Recommendations

Based on data obtained from the site and test results from various laboratory tests performed, MTI recommends following guidelines for the net allowable soils bearing capacity:

Soil Bearing Capacity

Footing Depth	ASTM D 1557 Subgrade Compaction	Net Allowable Soil Bearing Capacity
Footings must bear on competent, native, undisturbed, poorly grade fine sands, or compacted structural fill. Existing fill materials if any, and organic sediments, must be completely removed from below foundation elements.[1] Excavation depths of at least 2 feet bgs should be anticipated to expose proper bearing soils.	95% for Native Soil 95% for Structural Fill	2,500 lbs/ft^2 A $^1/_3$ increase is allowable for short-term loading, which is defined by seismic events or designed wind speeds.
Footings must bear on competent, native, cemented, poorly grade fine sands or compacted structural fill. Existing non-cemented soils must be completely removed from below foundation elements.[1] Excavation depths of at least 3½ feet bgs should be anticipated to expose proper bearing soils.	95% for Native Soil 95% for Structural Fill	3,000 lbs/ft^2 A $^1/_3$ increase is allowable for short-term loading, which is defined by seismic events or designed wind speeds.

[1]MTI recommends that a qualified geotechnical engineer or engineering technician verify the bearing soil suitability for each structure at the time of construction.

Footings should be proportioned to meet either the stated soil bearing capacity or the 2006 IBC minimum requirements. Total settlement should be limited to approximately 1 inch, and differential settlement should be limited to approximately ½ inch. Objectionable soil types encountered at the bottom of footing

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excavations should be removed and replaced with structural fill. Excessively loose or soft areas that are encountered in the footing subgrade will require over-excavation and backfilling with structural fill. To minimize the effects of slight differential movement that may occur because of variations in character of supporting soils and seasonal moisture content, MTI recommends continuous footings be suitably reinforced to make them as rigid as possible. For frost protection, the bottom of external footings should be 30 inches below finished grade.

Floor Slab-on-Grade

Organic, loose, or obviously compressive materials must be removed prior to placement of concrete floors or floor-supporting fill. In addition, the remaining subgrade should be treated in accordance with guidelines presented in the **Earthwork** section. Areas of excessive yielding should be excavated and backfilled with structural fill. Fill used to increase the elevation of the floor slab should meet requirements detailed in the **Structural Fill** section. Fill materials must be compacted to a minimum 95 percent of maximum density as determined by ASTM D 1557.

A free-draining granular mat (drainage fill course) should be provided below slabs-on-grade. This should be a minimum of 4 inches in thickness and properly compacted. The mat should consist of a sand and gravel mixture, complying with Idaho Standards for Public Works Construction (ISPWC) specifications for ¾-inch (Type 1) crushed aggregate. A moisture-retarder should be placed beneath floor slabs to minimize potential ground moisture effects on moisture-sensitive floor coverings. The moisture-retarder should be at least 15-mil in thickness and have a permeance of less than 0.3 US perms as determined by ASTM E 96. Placement of the moisture-retarder will require special consideration with regard to effects on the slab-on-grade. The granular mat should be compacted to no less than 95 percent of maximum density as determined by ASTM D 1557. Upon request, MTI can provide further consultation regarding installation

CONSTRUCTION CONSIDERATIONS

Recommendations in this report are based upon structural elements of the project being founded on competent poorly graded fine sand soils or compacted structural fill. Structural areas should be stripped to an elevation that exposes these soil types.

Earthwork

Excessively organic soils, deleterious materials, or disturbed soils generally undergo high volume changes when subjected to loads, which is detrimental to subgrade behavior in the area of pavements, floor slabs, structural fills, and foundations. Lawn grasses with associated root systems were noted at the time of our investigation. It is recommended that organic or disturbed soils, if encountered, be removed to depths of ½ foot (minimum), and wasted or stockpiled for later use. Stripping depths should be adjusted in the field to assure that the entire root zone or disturbed zone or topsoil are removed prior to placement and compaction of structural fill materials. Exact removal depths should be determined during grading operations by a qualified geotechnical representative, and should be based upon subgrade soil type, composition, and firmness or soil stability. If underground storage tanks (USTs), underground utilities, wells, or septic systems are discovered during construction activities, they must be decommissioned then removed or abandoned in accordance with

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governing Federal, State, and local agencies. Excavations developed as the result of such removal must be backfilled with structural fill materials as defined in the **Structural Fill** section.

MTI should oversee subgrade conditions (i.e., moisture content) as well as placement and compaction of new fill (if required) after native soils are excavated to design grade. Recommendations for structural fill presented in this report can be used to minimize volume changes and differential settlements that are detrimental to the behavior of footings, pavements, and floor slabs. Sufficient density tests should be performed to properly monitor compaction. For structural fill beneath building structures, one in-place density test per lift for every 5,000 square feet is recommended. In parking and driveway areas, this can be decreased to one test per lift for every 10,000 square feet.

Dry Weather

If construction is to be conducted during dry seasonal conditions, many problems associated with soft soils may be avoided. However, some rutting of subgrade soils may be induced by shallow groundwater conditions related to springtime runoff or irrigation activities during late summer through early fall. Problems may also arise because of lack of moisture in native and fill soils at time of placement. This will require the addition of water to achieve near-optimum moisture levels. Low-cohesion soils exposed in excavations may become friable, increasing chances of sloughing or caving. Measures to control excessive dust should be considered as part of the overall health and safety management plan.

Wet Weather

If construction is to be conducted during wet seasonal conditions (commonly from mid-November through May), problems associated with soft soils must be considered as part of the construction plan. During this time of year, fine-grained soils such as silts and clays will become unstable with increased moisture content, and eventually deform or rut. Additionally, constant low temperatures reduce the possibility of drying soils to near optimum conditions.

Frozen Subgrade Soils

Prior to placement of structural fill materials or foundation elements, frozen subgrade soils must either be allowed to thaw or be stripped to depths that expose non-frozen soils and wasted or stockpiled for later use. Stockpiled materials must be allowed to thaw and return to near-optimal conditions prior to use as structural fill.

Structural Fill

Soils recommended for use as structural fill are those classified as GW, GP, SW, and SP in accordance with the Unified Soil Classification System (USCS) (ASTM D 2487). Use of silty soils (USCS designation of GM, SM, and ML) as structural fill may be acceptable. However, use of silty soils (GM, SM, and ML) as structural fill below footings is prohibited. However, these materials require very high moisture contents for compaction and require a long time to dry out if natural moisture contents are too high. Therefore these materials can be quite difficult to work with as moisture content, lift thickness, and compactive effort becomes difficult to control. If silty soil is used for structural fill, lift thicknesses should not exceed 6 inches

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(loose), and fill material moisture must be closely monitored at both the working elevation and the elevations of materials already placed. Following placement, silty soils must be protected from degradation resulting from construction traffic or subsequent construction.

Recommended granular structural fill materials, those classified as GW, GP, SW, and SP, should consist of a 6-inch minus select, clean, granular soil with no more than 50 percent oversize (greater than ¾-inch) material and no more than 12 percent fines (passing No. 200 sieve). These fill materials should be placed in layers not to exceed 12 inches in loose thickness. Prior to placement of structural fill materials, surfaces must be prepared as outlined in the **Construction Considerations** section. Structural fill material should be moisture-conditioned to achieve optimum moisture content prior to compaction. For structural fill below footings, areas of compacted backfill must extend outside the perimeter of the footing for a distance equal to the thickness of fill between the bottom of foundation and underlying soils, or 5 feet, whichever is less.

Each layer of structural fill must be compacted a minimum of 95 percent of the maximum dry density as determined by ASTM D 1557 (for rigid structures) or D 698 (for flexible pavements). The ASTM D 1557 and D 698 test methods must be used for samples containing up to 40 percent oversize (greater than ¾-inch) particles. If material contains more than 40 percent but less than 50 percent oversize particles, compaction of fill must be confirmed by proof rolling each lift with a 10-ton vibratory roller (or equivalent) until the maximum density has been achieved. Density testing must be performed after each proof rolling pass until the in-place density test results indicate a drop (or no increase) in the dry density, defined as the maximum density or "break over" point. The number of required passes should be used as the requirement on the remainder of fill placement. Material should contain sufficient fines to fill void spaces, and must not contain more than 50 percent oversize particles.

Backfill

Backfill materials must conform to the requirements of structural fill except that the maximum material size should be 4 inches. In no case should material greater than 2 inches in diameter bear directly on structural elements. Placing oversized material against rigid surfaces interferes with proper compaction. Backfill should be compacted in accordance with the specifications for structural fill, except in those areas where it is determined that future settlement is not a concern, such as planter areas. In nonstructural areas, backfill must be compacted to a firm and unyielding condition.

Excavations

Shallow excavations that do not exceed 4 feet in depth may be constructed with side slopes approaching vertical. Below this depth, it is recommended that slopes be constructed in accordance with Occupational Safety and Health Administration (OSHA) regulations, section 1926, subpart P. Based on these regulations, on-site soils are classified as type "C" soil, and as such, excavations within these soils should be constructed at a maximum slope of 1½ foot horizontal to 1 foot vertical (1½H:1V) for excavations up to 20 feet in height. Excavations in excess of 20 feet will require additional analysis. Note that these slope angles are considered stable for short-term conditions only, and will not be stable for long-term conditions.

During our subsurface exploration, test pit sidewalls exhibited no indication of collapse. However, for deep excavations, native granular sediments cannot be expected to remain in position. These materials are prone to

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failure and may collapse, thereby, undermining upper soils layers. This is especially true when excavations approach depths near the water table. Care must be taken to ensure that excavations are properly backfilled in accordance with procedures outlined in this report.

Shallow soil cementation (caliche) was observed across the site and may cause difficulties during foundation development and utility placement. Cemented soils should be anticipated throughout the site at depths below 3½ feet.

Groundwater Control

Groundwater was not encountered during the investigation but is anticipated to be below the depth of construction. Special precautions may be required for control of surface runoff and subsurface seepage. It is recommended that runoff be directed away from open excavations. Ponded water in construction areas should be drained through methods such as trenching, sloping, crowning grades, nightly smooth drum rolling, or installing a French drain system. Additionally, temporary or permanent driveway sections should be constructed if extended wet weather is forecasted.

GENERAL COMMENTS

When plans and specifications are complete, or if significant changes are made in the character or location of the proposed structure consultation with MTI should be arranged as supplementary recommendations may be required. It is recommended that suitability of subgrade soils and compaction of structural fill materials be verified prior to placement of structural elements. Additionally, monitoring and testing should be performed to verify that suitable materials are used for structural fill and that proper placement and compaction techniques are utilized.

SITE SPECIFIC SEISMIC HAZARDS REPORT (PART 2)

Regional Faults

The Western Snake River Plain fault system consists of numerous northwest-striking, northeast- and southwest-dipping normal faults that offset older (Plio-Pleistocene) fluvial deposits (Glenns Ferry Formation, Tuana Gravels, Tenmile Gravel) associated with the Snake River, and isolated volcanic and sedimentary rocks of the Snake River Group, in southwestern Idaho. Some faults form asymmetric linear ridges as much as 30-m-high of Plio-Pleistocene deposits and some early Quaternary deposits and surfaces are tilted or downwarped, but most have subdued expressions on the floor of the Snake River Plain. No detailed studies on the age of faulted deposits have been published, but most fault traces are confined to older Quaternary deposits on the western Snake River Plain, so the faults are herein assigned a Quaternary age until further detailed studies are conducted (Personius and others, 2003). The nearest mapped trace of this fault system is approximately 13 miles south of the project site.

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Historical Seismicity

Little is known about earthquake magnitudes for events that have occurred in the Pacific Northwest prior to 1970 because of a lack of seismograph stations. However, based on personal accounts, seismic activity was abundant. Between 1936 and 1985 approximately 54 earthquakes having a magnitude greater than 4.0 were recorded within 150 miles of the proposed Fire Services Station as reported on the Earthquake Intensity Database of the National Geophysical Data Center (see Appendix).

The largest known earthquake in the vicinity of Ontario, Oregon is the 1983 Borah Peak event in Central Idaho near Challis. It is estimated this earthquake had a magnitude of approximately 7.3.

Some other earthquakes of note which were felt in Ontario, Oregon region include:

- Milton-Freewater 1936
- Deschutes Valley 1976

EARTHQUAKE GROUND MOTION PARAMETERS

This section provides an assessment of the earthquake-induced earthquake loads for the site, including identification of the earthquake spectral response acceleration for short periods, S_{MS}, and at 1-second period, S_{M1}, adjusted for site class effects as required by the IBC 2006 based on the following equations:

$$S_{MS} = F_a S_s$$

$$S_{M1} = F_v S_1$$

Where:

F_a = Site coefficient defined in Table 1613.3(1) in IBC.
F_v = Site coefficient defined in Table 1613.3(1) in IBC
S_s = The mapped spectral accelerations for short periods.
S_1 = The mapped spectral accelerations for 1-second periods.

The USGS National Seismic Hazards Mapping Project includes a program that provides values for ground motion at a selected site based on the same data that were used to prepare the USGS ground motion maps (http://eqint.cr.usgs.gov/eq-men/html/lookup-2002-interp-06.html). The maps were developed using attenuation relationships for soft rock sites; the source model, assumptions, and empirical relationships used in preparation of the maps are described in Petersen and others (1996). The following values are based on a site specific Site Classification of "D".

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S_s and S_1 = Mapped Spectral Acceleration Values
Site Class D
$F_a = 1.554$
$F_v = 2.379$

Period (sec)	S_a (g)
0.2	0.310 (Ss, Site Class D)
1.0	0.106 (S_1, Site Class D)

$$S_{MS} = 0.482$$
$$S_{M1} = 0.252$$

Design spectral response acceleration parameters as presented in the IBC (2006) are defined as a five-percent damped design spectral response acceleration at short periods, S_{DS}, and at 1-second period, S_{D1}, as calculated from the following equations:

$$S_{DS} = \frac{2}{3} S_{MS}$$

$$S_{D1} = \frac{2}{3} S_{M1}$$

For the proposed site, the five-percent damped design spectral response acceleration at short periods, as calculated using the program supplied by the USGS are as follows:

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$$S_{DS} = 0.321$$
$$S_{D1} = 0.168$$

Site Classification

Ground motions at a site are controlled in part by site-specific response characteristics, determined predominantly by the soil profile. For example, soil may amplify bedrock motions, resulting in higher peak ground accelerations (compared to bedrock accelerations). The soil profile at a site can be classified as

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belonging to one of several categories of profiles, each known to generally respond to earthquake shaking in a particular manner.

As discussed in the Subsurface Conditions section, the proposed Fire Storage Station site is underlain by surficial mixtures of fine to coarse-grained sediments containing some silt. Although test pits advanced as part of a geotechnical investigation of the proposed site were limited in depth, well driller logs for borings completed near the site indicated that a similar mixture of silt, sand, and gravel extends a minimum of 60 feet bgs. Geologic conditions at the site suggest that these same types of materials extend to depths greater than 100 feet bgs. For this seismic analysis we conclude that Class D is the most appropriate classification.

SEISMIC-GEOLOGIC HAZARDS

This section provides an assessment of the earthquake-related geologic and geotechnical hazards for the site, including the potential for surface fault rupture; liquefaction; seismically induced settlements; seismically induced landsliding; and inundation due to tsunami, seiche, or seismically induced lateral spreading. The proposed Fire Storage Station fits the classification of "essential facilities, hazardous facilities, major structures and special occupancy structures" as presented in the Guidelines For Site-Specific Seismic Hazard Reports For Essential And Hazardous Facilities And Major And Special-Occupancy Structures In Oregon. As provided in Oregon Revised Statutes 455.447(2)(a) and Oregon Administrative Rules 918-460-015. The hazard evaluation methodology involves one or two steps. First, the potential for occurrence of each type of geologic phenomenon is assessed. If there is potential for a phenomenon to occur, the second step is to assess whether the phenomenon likely will result in a significant hazard for the designated site. For this evaluation, a significant hazard is defined as one that results in structural damage and threatens life-safety in an earthquake.

Surface Fault Rupture

Earthquakes generally are caused by a sudden slip or displacement along a zone of weakness, termed a fault, in the Earth's crust. Surface fault rupture, which is a manifestation of the fault displacement at ground surface, usually is associated with moderate-to-large-magnitude earthquakes (magnitudes of about 6 or larger) occurring on active faults having mapped traces or zones at the ground surface. The amount of surface fault displacement can be as much as 10 feet (3 meters) or more, depending on the earthquake magnitude and other factors. The displacements associated with surface fault rupture can have devastating effects on structures and lifelines situated astride the zone of rupture.

No evidence of potentially active faults are mapped within the immediate vicinity of the project site (Plate 6). Based on this information, we conclude that the potential for surface fault rupture at the site is very low.

Liquefaction

Liquefaction is a soil behavior phenomenon in which a soil located below the groundwater surface loses a substantial amount of strength due to strong earthquake ground shaking. Some types of soil tend to compact during earthquake shaking, inducing excess pore water pressure in the saturated soil, which, in turn, causes a reduction in strength of the soil. Recently deposited (i.e., geologically young) and relatively loose natural soils, and uncompacted or poorly compacted fills, are potentially susceptible to liquefaction. Loose sands are

particularly susceptible. Loose silts and gravel also have potential for liquefaction. Dense natural soils and well-compacted fills have low susceptibility to liquefaction. Clayey soils and bedrock generally are not susceptible to liquefaction.

Possible consequences of liquefaction include vertical settlement, lateral displacement, loss of bearing capacity for foundations supported by soil that liquefies, increased lateral loading on structures retaining soil that liquefies, and flotation of lightweight structures embedded in soil that liquefies.

Groundwater beneath the site is relatively deep and the native soils were classified as poorly graded fine sand, and cemented poorly graded sand. Such materials have a low potential for liquefaction. Based on this information, we conclude that the potential for liquefaction at the site is low.

Seismically Induced Landsliding

Earthquake ground shaking can reduce the stability of a slope and cause sliding or falling of the soil or rock materials composing the slope. If the forces tending to cause landsliding exceed the strength of the materials resisting landsliding, a temporary instability is created that is manifested by lateral or downslope displacement of the slope materials. In some cases, strong ground shaking can also reduce the strength of the soil or rock materials, reducing their ability to resist the forces that cause landsliding.

Possible consequences of landsliding include differential lateral and vertical movements of structures situated within the landslide zone, undermining of structures upslope of the landslide, burial or filling of facilities downslope of the landslide, increased loading against structures in the path of the landslide, and decreased stability of slopes above the landslide.

The topography of the site is relatively flat, with no significant slopes adjoining the property boundaries. Based on this information, we conclude that the potential for seismically induced landslides at the site is low.

Seiche/Tsunami

Seiche occurs in confined bodies of water where ground oscillations result in waves that build and may result in damage to shoreline structures. Tsunamis are enormous sea waves produced by underwater earthquakes. Based on the topography and lack of nearby bodies of water we conclude that there is a very low potential for tsunami or seiches.

OPINIONS AND RECOMMENDATIONS

The following opinions and recommendations are presented after evaluating readily available published literature and on-site reconnaissance.

- Areas surrounding the project site have been developed with existing structures that appear to be stable and free of slope instability, erosional hazards, and settlement issues.

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- The absence of past construction on site, and the undisturbed native soils and cemented soils at depth, constitute a positive site for the proposed development.
- Because of geologic conditions and topography of the site, potential of all seismic hazards are considered to be low.

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REFERENCES

American Society for Testing and Materials (ASTM) (1999). Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing: ASTM C 117 – 95. West Conshohocken, PA: ASTM.

American Society for Testing and Materials (ASTM) (1999). Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates: ASTM C 136 – 96a. West Conshohocken, PA: ASTM.

American Society for Testing and Materials (ASTM) (2002). Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort D1557-02e1. West Conshohocken, PA: ASTM.

American Society for Testing and Materials (ASTM) (2006). Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System) D2487-06. West Conshohocken, PA: ASTM.

American Society for Testing and Materials (ASTM) (1999). Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils: ASTM D 4318 – 86. West Conshohocken, PA: ASTM.

American Society of State Highway and Transportation Officials (AASHTO) (1993). AASHTO Guide for Design of Payment Structures 1993. Washington, D. C.: AASHTO.

Desert Research Institute. Western Regional Climate Center. [Online] Available: <http://www.wrcc.dri.edu/> (2010).

International Building Code Council (2006). International Building Code, 2006. Country Club Hills, IL: Author.

Lovell, B.B., (1980). Soil Survey of Malheur County Area, Northeastern Part, Oregon: US Department of Agriculture, Soil Conservation Service.

Madin, I.P., and Mabey, M.A. (1996). Earthquake Hazard Maps for Oregon, GMS-100, State of Oregon, Department of Geology and Mineral Industries.

Oregon Department of Geology and Mineral Industries, Oregon Geologic Data Compilation: Web Interface. [Online] Available: http://geospatial.research.pdx.edu/ogdc/ (2005).

Othberg, K.L. and Stanford, L.A., 1992, Geologic Map of the Boise Valley and adjoining area, Ada and Canyon Counties, Idaho: Idaho Geologic Map Series, scale 1:100,000.

Pacific Northwest Seismic Network, 2008, Catalog of Historical Earthquakes 1872 to Present: [Online] Available:http://www.pnsn.org/HIST_CAT/catalog.html (2008).

Personius, S.F., and Lidke, D.J., compilers, 2003, Fault number 580, Faults near The Dalles, in Quaternary fault and fold database of the United States: U.S. Geological Survey website, http://earthquakes.usgs.gov/regional/qfaults, accessed 04/29/2008 07:59 AM.

State of Idaho, Department of Health and Welfare, Division of Environmental Quality. (April 2000). Technical Guidance Manual For Individual and Subsurface Sewage Disposal Systems. Boise, Idaho: Author.

U. S. Department of Agriculture, Natural Resource Conservation Service. Web Soil Survey. [Online] Available: <http://websoilsurvey.nrcs.usda.gov/app/> (2010).

U. S. Department of Commerce, National Oceanic and Atmospheric Administration and Desert Research Institute. Western Regional Climate Center. [Online] Available: <http://www.wrcc.dri.edu/> (2010).

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U. S. Dept. of Labor, Occupational Safety and Health Administration. "CFR 29, Part 1926, subpart P: Safety and Health Regulations for Construction, Excavations. (1986)". [Online] Available: < www.osha.gov> (2010).

U. S. Geological Survey. (2006). National Water Information System: Web Interface. [Online] Available: <http://waterdata.usgs.gov/nwis> (2010).

U. S. Geological Survey. (2008). Seismic Design Values for Buildings, Seismic hazard Curves and Uniform Hazard Response Spectra software. [Online] Available: http://earthquake.usgs.gov/research/hazmaps/haz101/faq/parm07.php (2008).

APPENDICES

LIST OF SYMBOLS AND ABBREVIATIONS

Bgs	Below Ground Surface
F_a	NEHRP Site Coefficient
g	Acceleration of Gravity (9.81 m/s^2)
M_I	Intensity Magnitude
PGA	Peak Ground Acceleration
psf	Pounds per square foot
IBC	International Building Code
USGS	United States Geological Survey

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HISTORICAL EARTHQUAKE EVENTS WITHIN 150 MILES OF THE SITE

Year	Latitude	Longitude	Distance (miles)	Magnitude	Modified Mercalli Intensity
1944	44.50	-115.50	80	6.1	4
1945	44.70	-115.40	91	6.0	3
1963	44.40	-114.70	116	4.0	2
1963	44.40	-114.70	116	4.1	5
1963	44.30	-114.70	114	4.2	5
1963	44.30	-114.80	109	4.3	5
1963	44.30	-114.70	114	4.4	4
1963	44.40	-114.70	116	4.9	5
1969	44.10	-114.50	123	4.6	5
1969	44.20	-114.50	123	4.9	3
1977	44.58	-116.27	52	4.5	4
1978	44.96	-114.27	148	5.0	4
1982	44.62	-114.40	134	4.1	3
1983	43.97	-113.92	140	7.3	4
1983	44.58	-115.67	75	4.0	2
1983	44.13	-114.03	146	4.2	3
1983	44.38	-115.45	79	4.3	2
1983	44.24	-114.08	144	4.3	2
1983	44.24	-114.07	145	4.3	2
1983	44.42	-114.06	147	4.3	3
1983	44.26	-114.07	145	4.4	2
1983	44.37	-114.14	142	4.5	2
1983	44.41	-114.09	145	4.5	5
1983	44.28	-114.09	144	4.6	4
1983	44.14	-113.96	150	4.6	3
1983	44.26	-114.06	145	5.5	2
1984	44.99	-116.95	68	4.0	4
1984	44.99	-116.95	68	4.0	2
1984	44.41	-114.12	144	4.0	2
1984	45.58	-116.57	110	4.1	3
1984	44.77	-114.47	134	4.1	4

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Year	Latitude	Longitude	Distance (miles)	Magnitude	Modified Mercalli Intensity
1984	44.46	-114.15	143	4.1	2
1984	44.42	-114.15	142	4.2	2
1984	44.45	-114.13	144	4.2	2
1984	44.43	-114.11	144	4.2	2
1984	44.43	-114.11	144	4.2	4
1984	44.74	-114.43	135	4.3	5
1984	44.42	-114.18	141	4.3	2
1984	44.28	-114.13	142	4.3	2
1984	44.45	-114.11	145	4.3	4
1984	44.43	-114.15	143	4.4	4
1984	44.44	-114.15	143	4.4	2
1984	44.35	-114.19	140	4.5	4
1984	44.05	-114.44	126	4.6	2
1984	44.42	-114.15	142	4.6	2
1984	44.44	-114.15	143	5.0	3
1984	44.47	-114.01	150	5.8	4
1985	44.46	-114.23	139	4.2	2
1985	44.39	-114.07	146	4.3	4
1985	44.39	-114.07	146	4.3	4
1985	44.39	-114.07	146	4.3	5
1985	44.49	-114.34	134	4.4	3
1985	44.42	-114.18	141	4.4	2
1985	44.55	-114.18	143	4.7	2
1985	44.55	-114.18	143	4.8	3

Source: Earthquake Intensity Database of the National Geophysical Data Center t: [Online] Available: http://www.ngdc.noaa.gov/cgi-bin/hazard/util/ffq_result.pl (2008).

Note: No significant Earthquakes were found to have occurred within 150 of the project site from 1986 to 2005. [Online] Available: http://www.intute.ac.uk/cgi-bin/search.pl?limit=50&jacsheading=%&restype=%&period=%&subject=%&term1=Earthquakes &rank=score

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APPENDICES

ACRONYM LIST

AASHTO:	American Association of State Highway and Transportation Officials
ACCP:	Asphalt Cement Concrete Pavement
ACHD:	Ada County Highway District
ASTM:	American Society for Testing and Materials
AU:	Auger sample
bgs:	below ground surface
CB:	Carbide bit
CBR:	California Bearing Ratio
D:	natural dry unit weight, pcf
DB:	diamond bit
DM:	Dames & Moore sampling tube
GS:	grab sample
IBC:	International Building Code
ISPWC:	Idaho Standards for Public Works Construction
ITD:	Idaho Transportation Department
LL:	Liquid Limit
M:	water content
MSL:	mean sea level
N:	Standard "N" penetration: blows per foot, Standard Penetration Test
NP:	nonplastic
PCCP:	Portland Cement Concrete Pavement
PERM:	vapor permeability
PI:	Plasticity Index
PID:	photoionization detector
PVC:	polyvinyl chloride
Qc:	cone penetrometer value, unconfined compressive strength, psi
Qp:	Penetrometer value, unconfined compressive strength, tsf
Qu:	Unconfined compressive strength, tsf
SPT:	Standard Penetration Test (140:pound hammer falling 30 in. on a 2:in. split spoon)
SS:	split spoon (13/8:in. inside diameter, 2:in. outside diameter, except where noted)
ST:	shelby tube (3:in. outside diameter, except where noted)
USCS:	Unified Soil Classification System
USDA:	United States Department of Agriculture
UST:	underground storage tank
V:	vane value, ultimate shearing strength, tsf
WT:	apparent groundwater level

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GEOTECHNICAL GENERAL NOTES

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

Coarse-Grained Soils	SPT Blow Counts (N)	Fine-Grained Soils	SPT Blow Counts (N)
Very Loose:	< 4	Very Soft:	< 2
Loose:	4-10	Soft:	2-4
Medium Dense:	10-30	Medium Stiff:	4-8
Dense:	30-50	Stiff:	8-15
Very Dense:	>50	Very Stiff:	15-30
		Hard:	>30

Moisture Content

Description	Field Test
Dry	Absence of moisture, dusty, dry to touch
Moist	Damp but not visible moisture
Wet	Visible free water, usually soil is below water table

Cementation

Description	Field Test
Weakly	Crumbles or breaks with handling or slight finger pressure
Moderately	Crumbles or beaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

PARTICLE SIZE

Boulders:	>12 in.	Coarse-Grained Sand:	5 to 0.6 mm	Silts:	0.075 to 0.005 mm
Cobbles:	12 to 3 in.	Medium-Grained Sand:	0.6 to 0.2 mm	Clays:	<0.005 mm
Gravel:	3 in. to 5 mm	Fine-Grained Sand:	0.2 to 0.075 mm		

UNIFIED SOIL CLASSIFICATION SYSTEM

Major Divisions		Symbol	Soil Descriptions
Coarse-Grained Soils <50% passes No.200 sieve	Gravel & Gravelly Soils <50% coarse fraction passes No.4 sieve	GW	Well-graded gravels; gravel/sand mixtures with little or no fines
		GP	Poorly-graded gravels; gravel/sand mixtures with little or no fines
		GM	Silty gravels; poorly-graded gravel/sand/silt mixtures
		GC	Clayey gravels; poorly-graded gravel/sand/clay mixtures
	Sand & Sandy Soils >50% coarse fraction passes No.4 sieve	SW	Well-graded sands; gravelly sands with little or no fines
		SP	Poorly-graded sands; gravelly sands with little or no fines
		SM	Silty sands; poorly-graded sand/gravel/silt mixtures
		SC	Clayey sands; poorly-graded sand/gravel/clay mixtures
Fine Grained Soils >50% passes No.200 sieve	Silts & Clays LL < 50	ML	Inorganic silts; sandy, gravelly or clayey silts
		CL	Lean clays; inorganic, gravelly, sandy, or silty, low to medium-plasticity clays
		OL	Organic, low-plasticity clays and silts
	Silts & Clays LL > 50	MH	Inorganic, elastic silts; sandy, gravelly or clayey elastic silts
		CH	Fat clays; high-plasticity, inorganic clays
		OH	Organic, medium to high-plasticity clays and silts
Highly Organic Soils		PT	Peat, humus, hydric soils with high organic content

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GEOTECHNICAL INVESTIGATION TEST PIT LOG

Test Pit Log #: **TP-1** Date Advanced: **17 Mar 2010** Logged by: **Kevin L. Schroeder, P.G.**

Excavated by: **Client Supplied Backhoe** Location: **See Site Map Plates**

Depth to Water Table: **Not Encountered** Total Depth: **15.8 Feet bgs**

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-15.8	Poorly Graded Fine Sands (GP): *Gray brown, slightly moist grading to dry, medium dense grading to very dense.* *--Organic material through the upper 0.5 foot.* *--Becomes weakly to moderately cemented with calcium carbonate cementation below 3.8 feet of depth.* *--Weakly bedded at depths below 5 feet.*				

Test Pit Log #: **TP-2** Date Advanced: **17 Mar 2010** Logged by: **Kevin L. Schroeder, P.G.**

Excavated by: **Client Supplied Backhoe** Location: **See Site Map Plates**

Depth to Water Table: **Not Encountered** Total Depth: **8.2 Feet bgs**

Depth (Feet bgs)	Field Description and USCS Soil and Sediment Classification	Sample Type	Sample Depth (Feet bgs)	Qp	Lab Test ID
0.0-8.2	Poorly Graded Fine Sands (GP): *Gray brown, slightly moist grading to dry, medium dense grading to very dense.* *--Organic material through the upper 0.4 foot.* *--Becomes weakly to moderately cemented with calcium carbonate cementation below 3.5 feet of depth.*				

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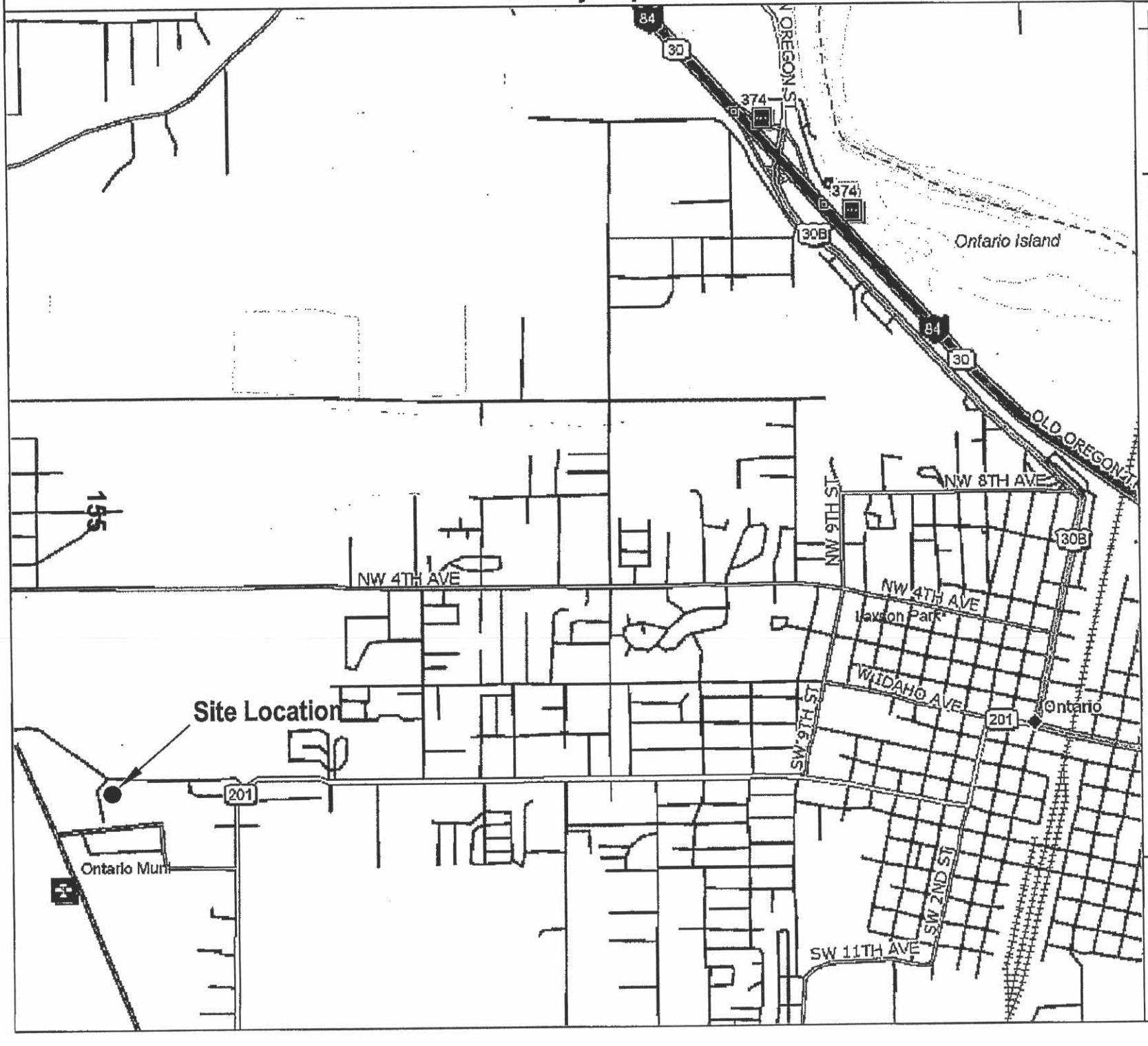
Vicinity Map

Plate 1



MAP NOTES:

- Delorme Street Atlas
- Not to Scale

LEGEND

Approximate Site Location

N

City of Ontario Fire Services Station
SW 4th Avenue and SW 33rd Street
Ontario, OR

Modified from Delorme by: EB
29 March 2010
Drawing: B00217g

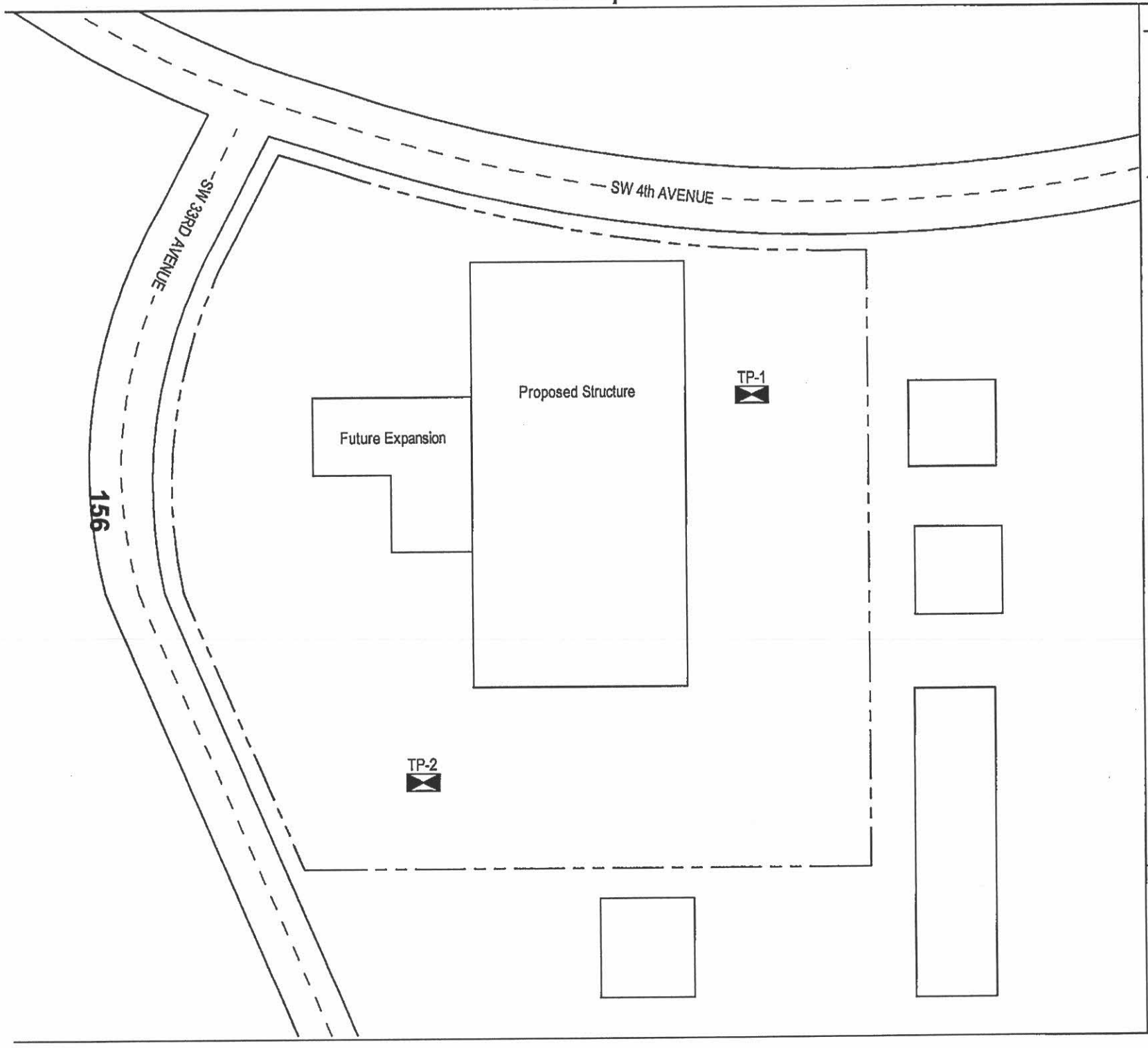
MATERIALS TESTING & INSPECTION

2791 S. Victory View Way
Boise, ID 83709-2835

Phone: 208 376-4748
Fax: 208 322-6515
E-mail: mti@mti-id.com

Site Map

Plate 2



NOTES:

- Not to Scale

LEGEND

Site Boundary

MTI Test Pit Location

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Geologic Map

Plate 3

NOTES:

- Oregon Geologic Data Compilation v.3 Complied by Margaret D. Jenks and others, Oregon Department of Geology and Mineral Industries, 2006

LEGEND

Quaternary Surficial Deposits

Neogene Sedimentary Rocks

Idaho Group

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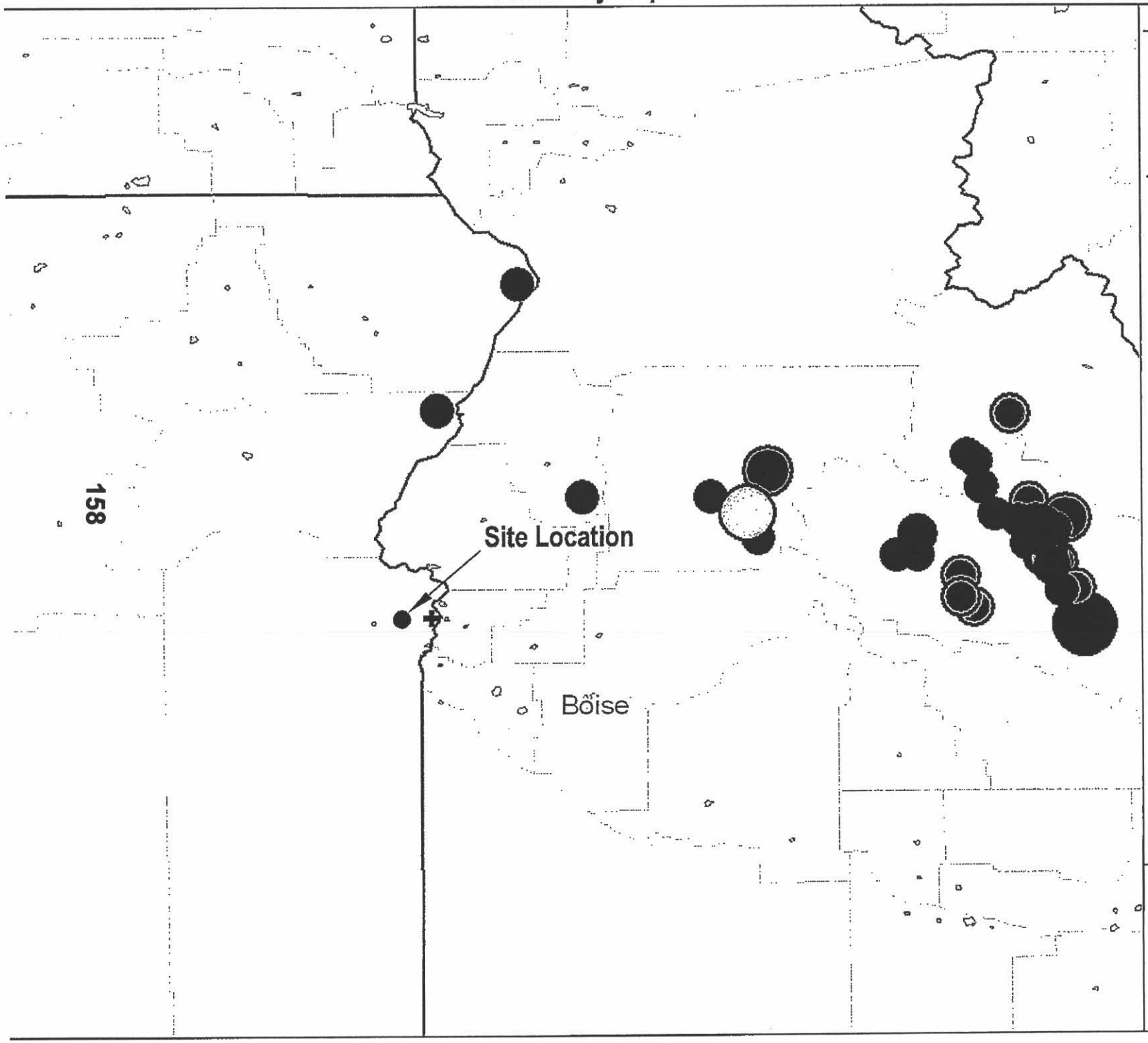
Seismicity Map

Plate 4



NOTES:

- U.S. Geological Survey Seismic Hazard Mapping Program
  http://gldims.cr.usgs.gov/nshmp2008/viewer.htm

LEGEND

Historical Earthquakes within 150 miles of the site

- 4.0 - 4.5
- 4.5 - 5.0
- 5.0 - 5.5
- 5.5 - 6.0
- 6.0 - 6.5
- 6.5 - 7.4

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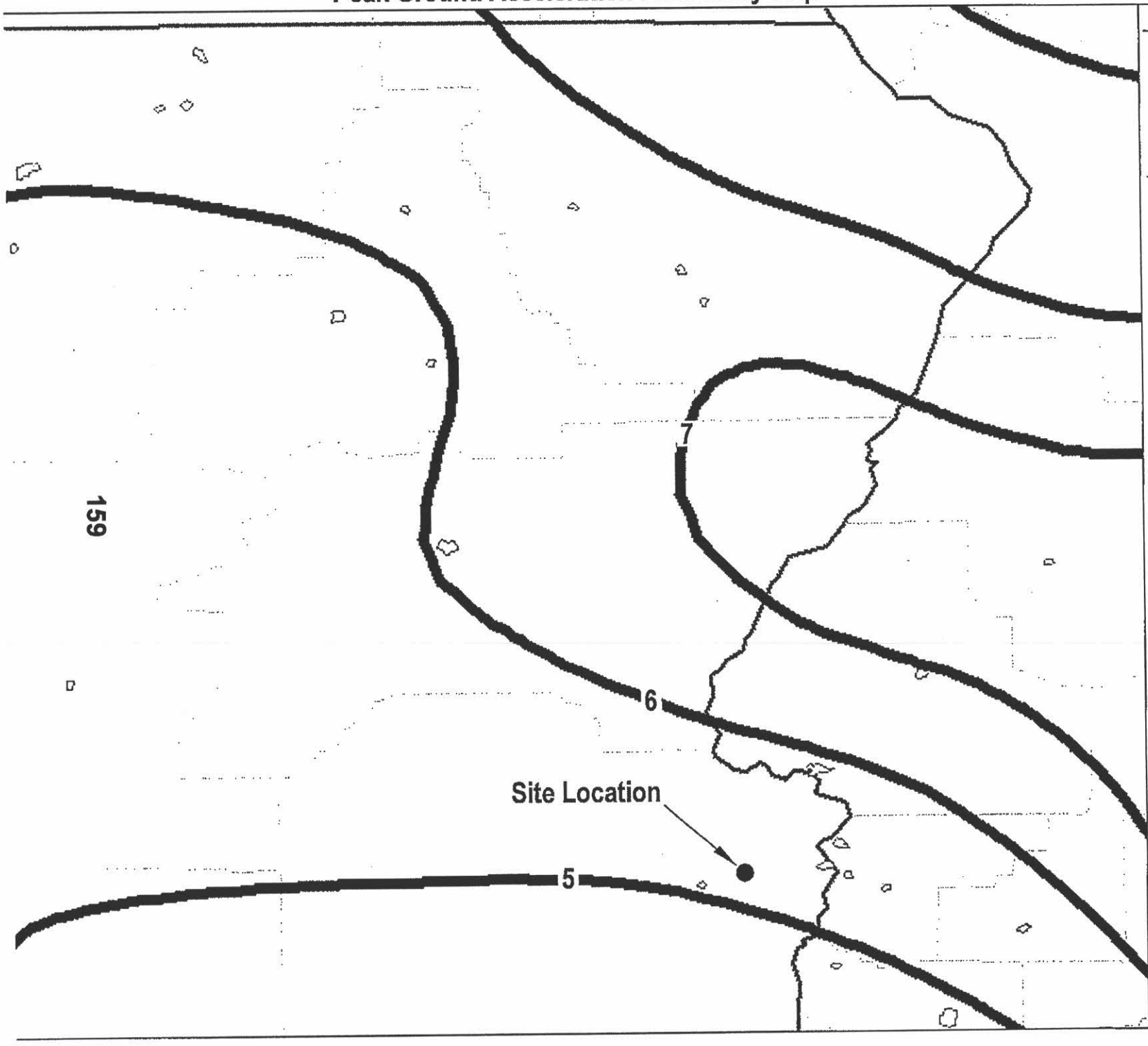
Peak Ground Acceleration Probability Map

Plate 5



NOTES:

- U.S. Geological Survey Seismic Hazard Mapping Program
  http://gldims.cr.usgs.gov/nshmp2008/viewer.htm

LEGEND

Peak Ground Acceleration Probability (10% Exceedance in 50 years)

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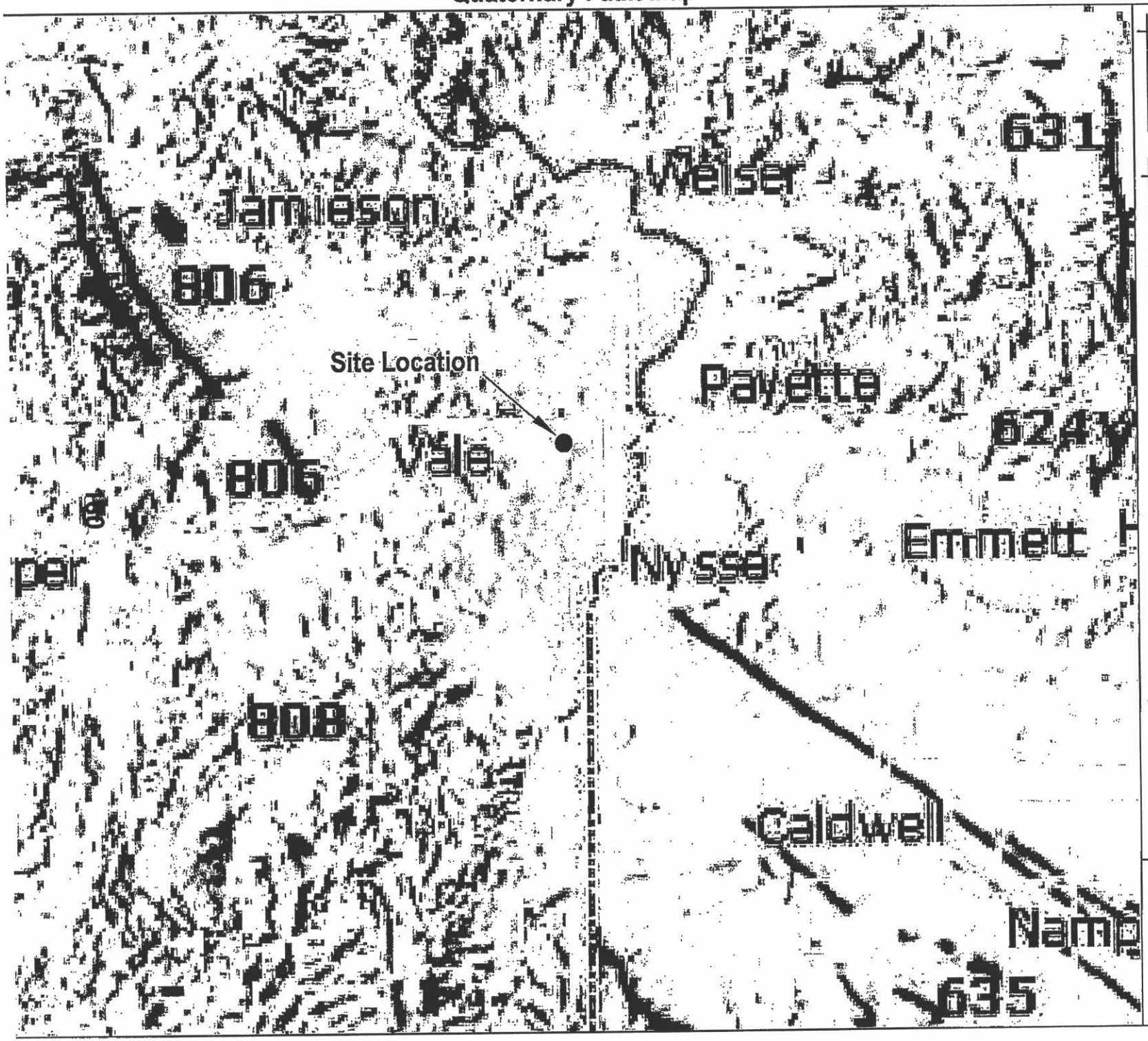
Quaternary Fault Map

Plate 6



NOTES:

- Quaternary Fault and Fold Database for the United States, The Dalles 1 X 2 degree sheet
  http://earthquake.usgs.gov/regional/qfaults/or/dal.html

LEGEND

No.	Fault Name
624	Bristol Creek Fault
631	Big Flat Fault
635	Western Snake River Plain Fault Zone
806	Cottonwood Mountain Fault
808	Faults near Owyhee Dam

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Fire Station Storage Building
Addendum Number 2
April 8, 2010

The following are additions or corrections to the City of Ontario "Project Manual for Fire Station Storage Building (SW 4th Avenue and SW 33rd St) Design Build Proposal and Addendum Number 1". All other items in Addendum Number 1 remain the same except as noted below.

1. Change the Proposal Due Date throughout the Project Manual from 3 p.m. April 7, 2010 to **3 p.m. May 5, 2010.**

2. Section 4 – **GENERAL DESIGN CRITERIA** Plans and Specifications, Page 4 **Delete D. ROOF SYSTEM** and replace with the following:

D. ROOF SYSTEM

1. The sheet steel stock used in the roofing system shall be galvanized, zinc coated or aluminized as required by the design-builder's design.

2. The roofing supplied shall be standing seam or through fastened type with a UL rating of 90.

3. Exterior and interior surfaces of the roof panel shall be pre-coated. Coating weight shall be a minimum of 0.32 oz. of aluminum-zinc alloy per square foot of coated sheet equivalent to about 0.75 mil thickness on each side.

4. Color selection of the roofing to be provided by the design-builder and approved by the City.

5. Provide skylights or translucent roof panels that are compatible with roof system to effectively provide daylighting inside the bays. The skylights or translucent panels should be installed in accordance with the manufacturer's directions. The installation must be weather tight.

6. The roof trusses shall remain exposed in the bays.

7. The exterior roof insulation shall be of the glass fiber type, faced with a reinforced material having a flame spread classification of 25 or less. The minimum R-value shall be 30.

8. Place roof panels at right angle to purlins. Attach per manufacturer's recommendations. Lap panel ends as determined by the design-builder's standard and panel notch. Place end caps above purlin with back up plate and cinch strap so panel end-lap fasteners do not penetrate purlin.

9. Provide a 20-year manufacturer's warranty for the sheet panels and paint system. Roofing system is to remain watertight for the requested warranty period or be repaired at no cost to the City, including materials and labor.

Fire Station Storage Building
Addendum Number 3
April 13, 2010

The following are additions or corrections to the City of Ontario "Project Manual for Fire Station Storage Building (SW 4th Avenue and SW 33rd St) Design Build Proposal".

1. Section 2 – Contract Forms, Page 7. Delete Part 6 (labeled "Sixth") and replace with the following:

   Sixth: That in the event the Contractor fails to complete the work within the time specified above, liquidated damages shall be paid to the Owner by the Contractor at the rates outlined herein. The entire project shall be completed and ready for final payment by no later than thirty (30) days after the issuance of the Notice of Substantial Completion. In the event that the Contractor fails to complete the project by that date, liquidated damages shall be paid to the Owner at the rate of two hundred dollars ($200) per day that the final completion of the project is delayed.