



MADRAS CITY COUNCIL MEETING

Tuesday, April 9, 2024 at 5:30 PM

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Telephone (541) 475-2344 www.ci.madras.or.us

This meeting is open to the public. Audio/Video of the meeting will be available on our website within 24 hours following the meeting. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Council to consider additional subjects. Meetings may be canceled without notice. The chat feature in Zoom is only available during Public Comments portions of the meeting. Zoom participants should use the "raise your hand" feature during these times to alert the moderator that they would like to speak.

Join via Zoom:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3Zzh0Yzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

From a cell phone: **971-247-1195**

From a land line phone: **1-877-853-5257**

Meeting ID: **291 261 4668#**

Participant ID: **#**

Passcode: **541 475 2344#**

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

V. Amend or Accept Regular Agenda

VI. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Approve City Council Meeting Minutes for March 26, 2024

VII. Visitor Presentation(s)/Proclamations

1. Fair Housing Month Proclamation
2. Housing Works Presentation by David Brandt

VIII. Regular Agenda

1. Approve Resolution No. 04-2024 that Establishes New Solid Waste Rates for the City of Madras
Will Ibershof, City Administrator
2. Airport Apron and Fencing Project Change Orders 1 & 2
Jeff Hurd, Public Works Director

3. Intergovernmental Agreement for Right of Way Services
Jeff Hurd, Public Works Director
4. Task Order 01-2024 Water Master Plan
Jeff Hurd, Public Works Director
5. Madras Airport Helibase Phase 3 & 4 Construction Contract
Jeff Hurd, Public Works Director
6. Ordinance No. 983, an Ordinance Amending the Madras Comprehensive Plan and Madras Development Code to Clarify Residential Density Standards and Calculations
Nicholas Snead, Community Development Director
7. City Engineer Contract for Civil Services
Jeff Hurd, Public Works Director

IX. Department Reports / Committee Updates

X. Adjourn Council Meeting

MADRAS MRC-CITY COUNCIL

OFFICIAL MEETING MINUTES

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Tuesday, March 26, 2024

CITY COUNCIL AGENDA

I. Call Meeting to Order

Mayor Lepin called the meeting to order at 6:28 pm.

II. Roll Call

Council:

Mayor Mike Lepin was present.

Councilors Seibold, Yoder, and Walker were present.

Councilors Soliz, Spencer, and Townsend were excused.

Staff:

City Administrator Will Ibershof via Zoom.

Community Development Director Nick Snead via Zoom.

Finance Director Kate Knop

Public Works Director Jeff Hurd

Public Works Manager Michele Quinn

City Recorder Keli Pollock

Visitors in Person:

Seth Taylor

Laurie Chesley, COCC

Zak Boone, COCC

Jeremy Green, COCC

Scott Aycock, COIC

Debbie Taylor, Chamber of Commerce

Visitors on Zoom:

None

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

Seth Taylor of Culver is a candidate for County Commissioner and shared details about himself and why he'd like to be commissioner.

Les Weidner of Madras advised Council of the "Paws For the Cause" adoption event being held May 24-27 at the Madras Grocery Outlet parking lot which benefits the Rockn Ez shelter. This is an adoption event to house as many animals in their forever homes before the shelter closes at the end of June.

IV. Amend or Accept Regular Agenda

There were no changes to the regular agenda.

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Capital Expenditures February 2024

Motion:	That the consent agenda be approved as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Yoder, Walker			
Absences:	Soliz, Spencer, Townsend	Nays: 0	Absent: 3	Recused: 0
Passed:	3/0			

VI. Public Hearing(s)

1. First Public Hearing of City of Madras Withdrawal of approximately 40 acres +/- from the City limits as lands exchanged with the approximately 40 acres +/- annexed under Planning File No. AX 23-2 & PA-23-1.

A. Mayor Opens Public Hearing

Mayor Lepin opened the hearing at 6:37 pm.

B. Declaration of Conflicts of Interest: Does any Councilor have any actual economic conflict of interest to disclose?

There were no conflicts of interest.

C. Staff Report / Applicant Testimony

Associate Planner Fatima Taha explained that the City Council approved an Urban Growth Boundary adjustment and Annexation proposal (City Files No. PA-23-1 & AX-23-2) and directed staff to prepare the necessary adopting ordinances for the Council to consider at a future meeting. This was the UGB and annexation swap associated with the Yarrow development. This is the first of two public hearings to fulfill the requirements of ORS 222.460. Separately and immediately following the public hearing, the Council will consider passing an order establishing the date, time, and location of the second and final hearing date and affirming that an election shall not be held on the question of withdrawing territory from the Madras city limits.

D. Public Testimony

There was no public comment.

E. Staff Comments

There were no additional comments by staff.

F. Deliberation (Motion to recommend approval, modification, denial, or continue the public hearing to a date and time certain)

There were no deliberations.

G. Mayor Closes Public Hearing

Mayor Lepin closed the hearing at 6:39 pm.

VII. Visitor Presentation(s)/Proclamations

1. Child Abuse Proclamation

Mayor Lepin read the Child Abuse Awareness proclamation and presented it to Madras Police Department Sergeant Steve Webb.

2. Chamber Director Monthly Update

Debbie Taylor, Executive Director for the Madras Chamber of Commerce provided her monthly update to Council.

3. COCC Expansion Project Update

Jeremy Green with COCC updated Council on the Madras Campus Expansion Project. He updated on the design and funding goals. He invited Council and the public to an open house held on 4/4/24 at 4:00pm at COCC Madras campus.

Laurie Chesley, President of COCC spoke on behalf of the project. Laurie asked Council if they would consider financial support on behalf of the city to the extension project.

Councilors expressed the value they find in the expansion project and how excited they are for this to come to Madras. However, at the time they do not have the funds to be able to contribute to the project at this time. City Administrator Ibershoff advised that the city cannot waive any fees for the infrastructure. If this is a project the Council would like to prioritize, then he would work with the Finance Director to see if we can support funding some of the project. Council would like to see if there may be a future funding option for the expansion and would be in touch should one come available.

4. CORE3 Presentation

Scott Aycock with COIC presented to Council an overview, challenges and goals for CORE3. He explained the details on the facilities they'd like to build, funding challenges and what they plan to do to seek additional funding on their project.

VIII. Regular Agenda

1. Willowbrook Park Agreement

Director Hurd reminded Council that SGS Development submitted a land use application to develop Willowbrook Subdivision. After receiving land use approval, SGS pitched the idea that if the city would install irrigation, SGS would plant grass and trees. The City installed irrigation in FY 23 and SGS cut a check to the City for \$14,000 for the City to install trees and grass. Montevista approached the Public Works Department several months ago asking what could be done to get the park finished. Current residents and potential home buyers have been inquiring about the status of the park and Montevista would like to have the park established now versus later when the City is able to obtain grant funding to develop it. During the meeting, the Public Works Director proposed the idea of having Montevista install the grass and trees and the City could hand over the \$14,000 received from SGS Development to put towards it. Montevista requested the City pay for all the work, so the Public Works Director offered Parks SDC credits as a way to move forward to cover the balance. The total project cost is \$50,666. Therefore, the total Parks SDC Credit will be \$36,666 or roughly 21 homes. There are more than 21 lots left to develop at Willowbrook. The staff feels this is a good solution to getting the park established whilst still pursuing grant opportunities to add amenities in the future, such as restrooms, play structures, etc. This is a win-win for the City and the community of Willowbrook Subdivision.

Motion:	That Council approve the Willowbrook Park development agreement with Cloudcrest Homes, LLC.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Yoder, Walker			
Absences:	Soliz, Spencer, Townsend	Nays: 0	Absent: 3	Recused: 0
Passed:	3/0			

2. Golf Course Cart Path

Per the Willowbrook land use decision, the developer was to contribute \$20,000 towards design and construction of a cart path from the subdivision to the clubhouse. The City was then required to construct the path within 18 months of final plat of phase 6. Phase 6 was platted in June of 2023. Staff solicited quotes for the cart path project and K3 Construction is the low responsive bidder and Staff's recommendation is to award the project to K3.

Motion:	Council approves the contract for the Golf Course Cart Path with K3 Construction in the amount of \$49,925.00 and allow the Public Works Director to execute change orders not to exceed the total project cost of \$60,000.
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Moved:	Yoder			
Seconded:	Walker			
Ayes:	Seibold, Yoder, Walker			
Absences:	Soliz, Spencer, Townsend	Nays: 0	Absent: 3	Recused: 0
Passed:	3/0			

3. City Vouchers - February 2024

Director Knop stated that these are the vouchers posted for the City in the month of February 2024 and staff is requesting Council approve the vouchers.

Motion:	That Council approve the February 2024 City vouchers as submitted.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Yoder			
Absences:	Soliz, Spencer, Townsend	Nays: 0	Absent: 3	Recused: 1
Passed:	2/0			

4. Order setting the final hearing date, time, location, and the second and final hearing date and affirming an election shall not be held on the question of withdrawing territory from the Madras city limits.

Associate Planner Taha advised Council that the City Council held their first public hearing on the matter to withdraw approximately 40 +/- acres from the city limits earlier this evening. Tonight staff is requesting that the Council adopt the Order Setting final hearing to hold the final public hearing on the matter on April 23, 2024 at the council meeting. The order affirms that an election shall not be held on the question of withdrawing territory from the Madras city limits.

Motion:	I move that the City Council adopt Order No. 2024-01.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Yoder, Walker			
Absences:	Soliz, Spencer, Townsend	Nays: 0	Absent: 3	Recused: 0
Passed:	3/0			

5. Memorandum of Understanding between the City of Madras and the Madras Police Employee's Association

City Administrator Ibershof explained to Council that the City of Madras has an agreement with the Madras Police Employees Association for Police Officers and Office Manager. The agreement does not include a future Office Assistant or the current Evidence Technician positions. Staff is asking for Council to approve an MOU between the City and the Madras Police Employees Association to include the two new positions in the Association.

Motion:	Authorize the City Administrator to sign the MOU between the City of Madras and the Madras Police Employees Association.			
Moved:	Seibold			
Seconded:	Yoder			
Ayes:	Seibold, Yoder, Walker			
Absences:	Soliz, Spencer, Townsend	Nays: 0	Absent: 3	Recused: 0
Passed:	3/0			

IX. Department Reports / Committee Updates

Finance: Director Knop reported they are working on the month-end processes, payroll, they are finalizing the budget binders to get out to committee members. She is continuing to work

on the MRC long-term financing options.

Community Development: Associate Planner Taha let them know April 8th there is a work session on the housing action plan, and May 13th a work session on camping regulations. Safeway contracted with an external party to collect shopping carts, that has been a significant impact. The paperless process for permitting will be coming soon.

Public Works: Director Hurd reported that they have received bids for the paving project. City Engineer RFP has two responses. The RFP for airport fuel is going out next week.

City Administrator: Administrator Ibershof reported that one of the sessions he and Director Snead will be attending at the conference is in regard to homelessness. He commended Marco, the new Code Enforcement Officer, for his hard work. He emailed the Council a draft of the strategic plan, please review. He reminded them that the budget committee meetings are all beginning next month, so there will be an influx of meetings.

Council:

Councilor Seibold had nothing to report.

Councilor Yoder reported there was no Airport Committee meeting due to a lack of quorum.

Councilor Walker stated he would like to hear more from the commissioner candidate Seth Taylor on his ideas for homelessness as it continues to be an issue.

Mayor Lepin wanted to commend the Tomi City committee who worked hard to make the Tomi City students' visit to Madras possible. He advised that he hosted a student and overall it was a great experience.

X. Adjourn Council Meeting

Meeting adjourned at 7:49 pm.

Minutes prepared by:

Reviewed by:

Keli Pollock, City Recorder

Will Ibershof, City Administrator

Approved by Council on: _____



FAIR HOUSING MONTH PROCLAMATION

WHEREAS The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS The City Madras is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE BE IT RESOLVED that the City of Madras does hereby declare the month of April, 2024 as

Fair Housing Month

In the City of Madras, as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the City of Madras.

Mike Lepin, Mayor

Attest:

Keli Pollock, City Recorder

405 SW 6th Street
Redmond, OR 97756
(541) 923-1018



Presentation to
Madras City
Council

2023

Downtown Redmond Office



We know the way home.

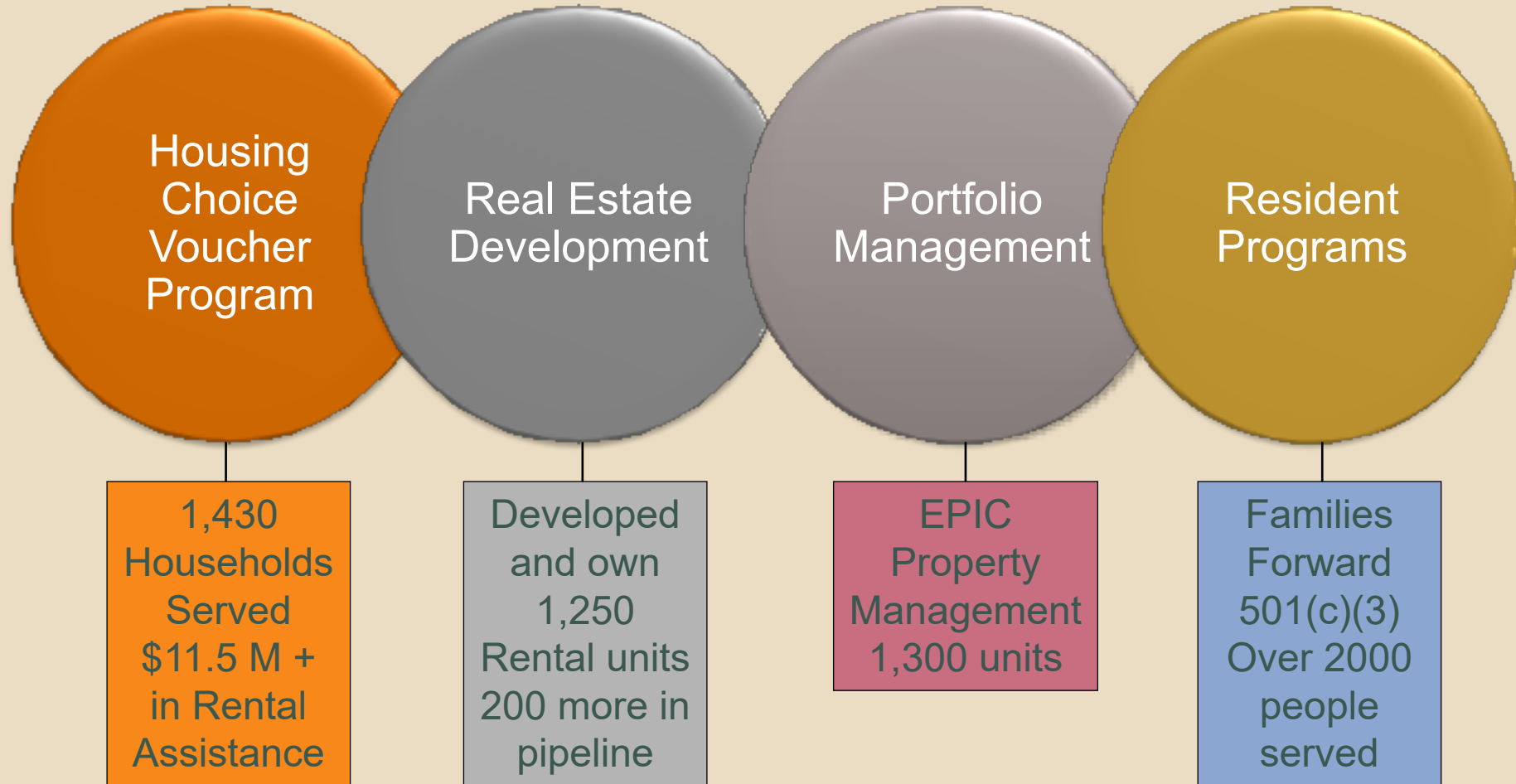
HOUSING WORKS



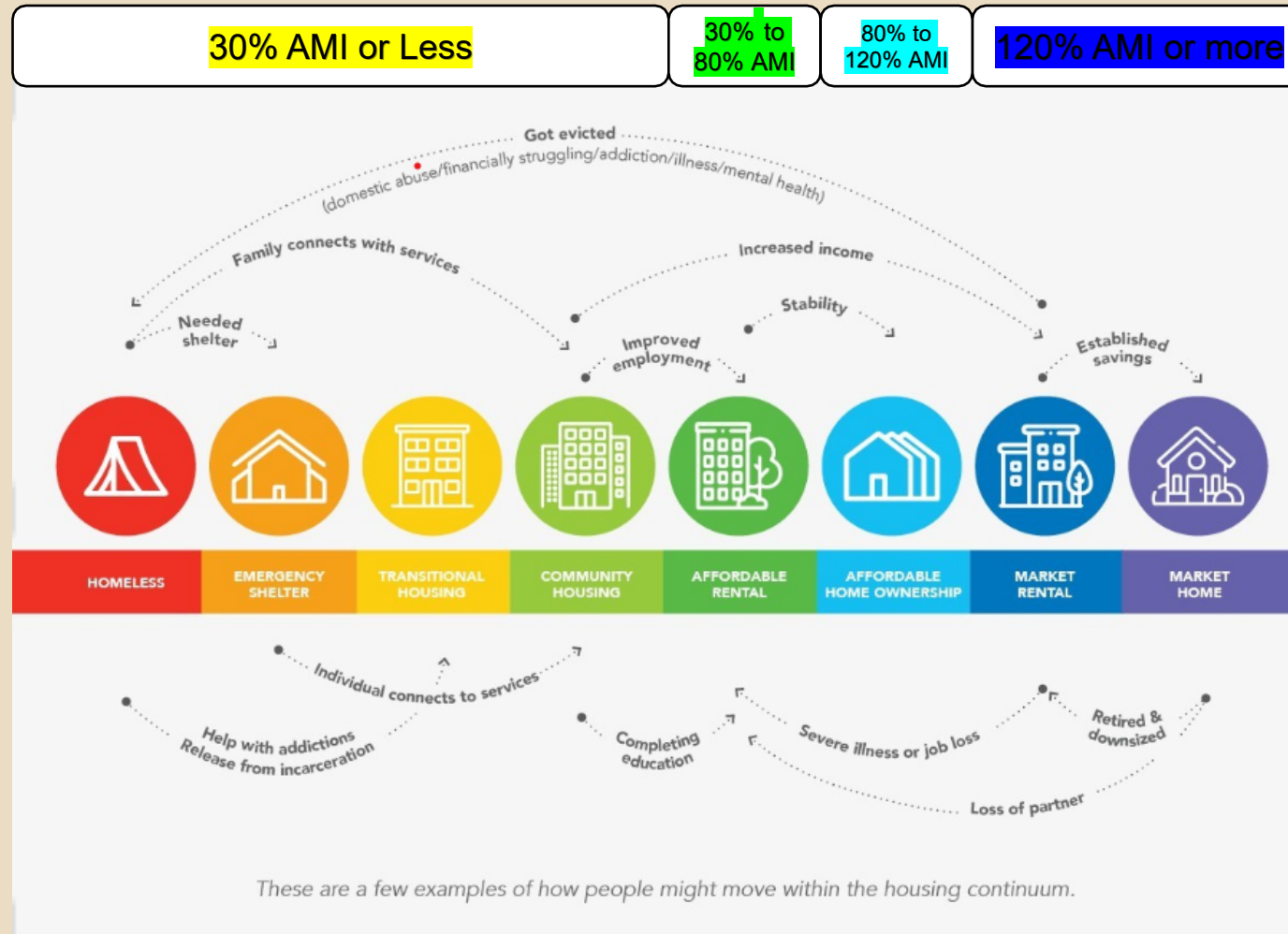
We know the way home.

- Central Oregon Regional Housing Authority (CORHA)-
Re-branded as Housing Works in 2006
- ORS 456 – Public Corporation
- Established in 1977 by Deschutes and Jefferson Counties,
Crook County Joined in 2001
- We are one of the largest landlords in the region
- We help house about 2.5% of the households in the region

OUR CORE PROGRAM CENTERS



WHO WE CURRENTLY SERVE



HOUSING CHOICE VOUCHER PROGRAM



Housing Choice Voucher Program

- Over 97% of the Vouchers issued are currently leased
- 75% of the Vouchers are targeted towards households earning 30% of the Area Median Income
- “Specialty” vouchers include those targeting Veterans receiving services from VA, Families reuniting from foster care and disabled households at risk of homelessness
- Typically, 5% of Voucher holders rent in Madras, but this percentage is trending up.

Housing
Choice
Voucher
Program

1,430
Households
Served,
More than
\$11.5 M in
Rental
Assistance

HOUSING WORKS NEW PROGRAMS



Brand New Programs

- New Housing Navigation Services provided to help Voucher holders find and lease new apartments.
- Barrier Busting – Programs designed to support voucher holders overcome leasing barriers like high security deposits and multiple application fees.
- 123 Emergency Housing Vouchers leased by August 2022. EHV's are designed to support Homeless, Domestic Violence Survivors and Victims of Human trafficking.

DEVELOPMENT/ASSET MANAGEMENT



Developed
and own
1,250
Rental units

- Completed Menta Park rehab in Madras - November 2020
- Finished construction on Rolling Sage and Canyon Edge (90 new affordable apartments in Madras and Redmond)

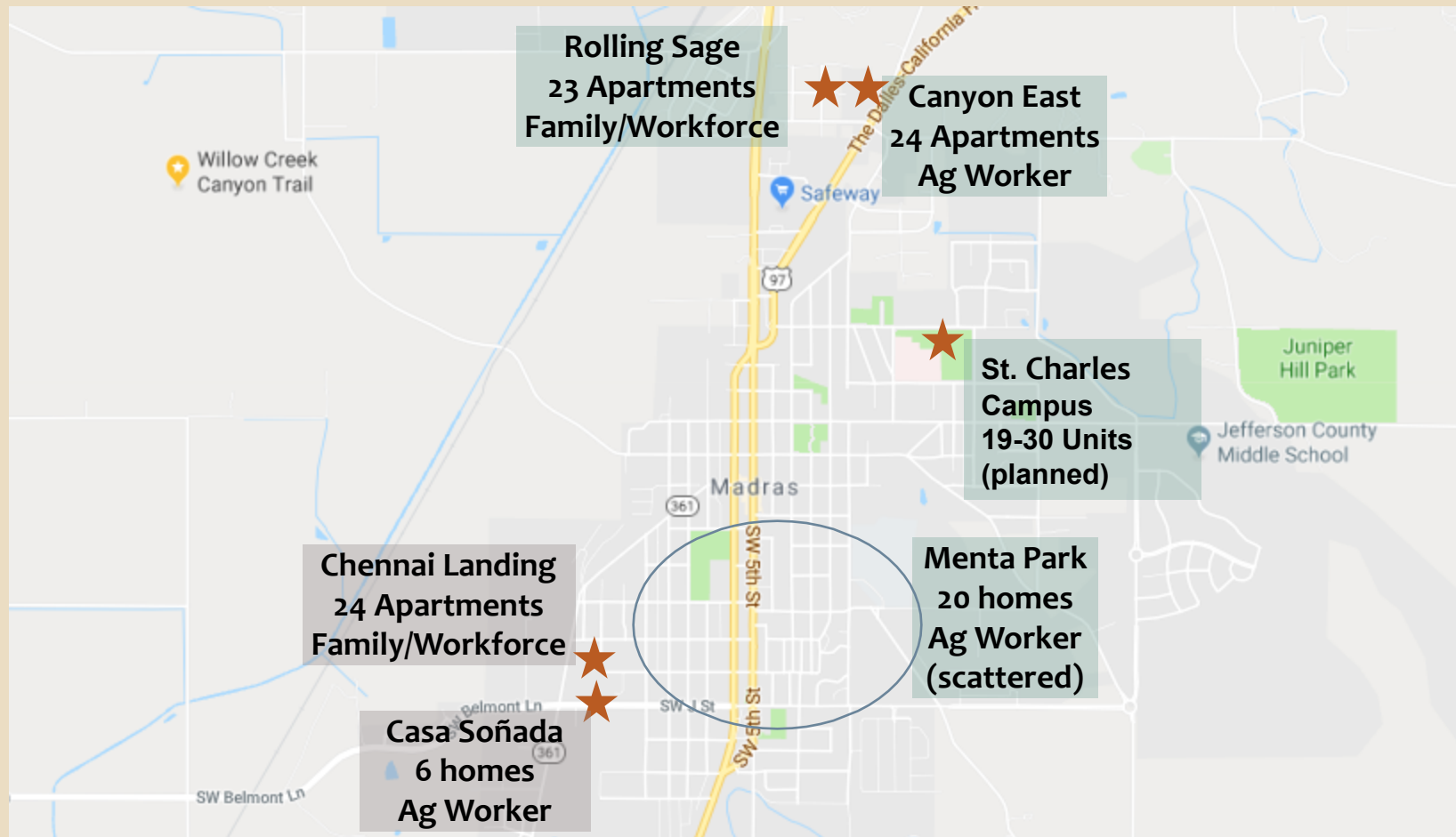


Rolling Sage
23 units for family/workforce



Canyon Edge
67 units for family/workforce

INVESTMENTS IN THE CITY OF MADRAS



CITY OF MADRAS COMMUNITIES



Canyon East
NE Jefferson Street, Madras
24 Units Family Housing
Built in 2011

Chennai Landing
SW I Street, Madras
24 Units of Family Housing
Acquired and rehabbed in 2012



ROLLING SAGE – NEWEST DEVELOPMENT



- Completed in October 2020
- Cost \$3.9 million
- Family/Workforce Housing
- Not restricted to farmworkers
- 23 units
- 1-, 2-, and 3-bedroom units
- Managed by EPIC

RESIDENT SERVICES



Resident Programs

Families Forward
501(c)(3)
Over 2000
people
served

- The Environmental Center - recycling and waste management education and initiatives
- Parks and Recreation Departments - expanded youth program participation to include the Madras Aquatic Center Recreation District
- Additional partnerships: eviction prevention, employment services, recreational opportunities, resource acquisition, and family support services.
- Thrive Central Oregon providing in-house social services to HCV participants and residents of our communities
- Latino Community Association of Central Oregon language services

FAMILY SELF-SUFFICIENCY



PATHWorks/Family Self-Sufficiency Program

- Served around 100-125 households annually through the Family Self-Sufficiency (FSS) Program
- Assisted 4 families in purchasing homes utilizing HCV vouchers, Individual Development Accounts, ground lease and down payment assistance programs
- Assisted 50 new households with security deposit loans or grants and six households with credit builder loans

Making a Difference in Madras

- Earned CIS AA degree COCC
- IT Professional
- Completed financial and HO
- Improved finances
- VIDA graduate
- Bought market rate home
- Released all assistance



Kayla W.

“We were homeless and living in our car or coach surfing just a few short years ago. My degree changed everything. I was able to use my CIS degree to enter a high paying career field. I am so grateful for the support of the HCV and FSS program that provided me the space to change my life”.

CITY OF MADRAS HOUSING REALITIES



- City of Madras growing faster than the State average last year (0.81%).
- More than 1/2 of renters in Madras are Rent Burdened (pay more than 30% of their incomes on rent) more than 5% increase since 2022.
- Median 2-bedroom rent in 2023 was estimated at \$1,021/month, a 5% increase from 2022.
- There were 51 homeless in Jefferson County in 2023 (not including Warm Springs), a 20% increase from 2022.

THINGS TO CONSIDER...



- Integrate Housing Action Plan Goals and Policies into the City's Urban Renewal Plans.
- Consider a Construction Excise Tax to Support Affordable Housing Program.
- Make surplus City property available for development of deed restricted affordable housing development.
- Continue to partner with affordable housing developers to entitle the right sites at the right densities.

THANK YOU!
QUESTIONS?



CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Will Ibershof, City Administrator

Through: Will Ibershof, City Administrator

Subject: **APPROVE RESOLUTION 04-2024 THAT ESTABLISHES A NEW RATE STRUCTURE WITH MSS PROPOSED RATES FOR THE CITY OF MADRAS**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Authorize the Mayor to sign Resolution 04-2024 establishes a new solid waste rate structure with Madras Sanitary Services.

OVERVIEW:

Madras Sanitary Services (MSS) sent the City Administrator a letter on March 4, 2024, with a request for a rate increase of 12% for the smaller carts, 10% for the medium-sized carts and 8% for the larger cart customers. The attached rate sheet outlines the proposed changes.

In November 2023, council adopted a new franchise agreement that had two specific sections, outlining the different ways Madras Disposal can request a rate increase. They are both referenced in Section 4.1 of the attached agreement.

The last rate adjustment the city approved was in 2018, where rates increased by an average amount of 5%.

The previous franchise agreement did not have a provision for an annual rate adjustment.

At the February 12, 2024 council meeting, council discussed the rate increase and a majority of its members requested staff to bring back a resolution with the proposed rate structure from Madras Sanitary.

STAFF ANALYSIS:

Staff reviewed the information and met with Madras Sanitary. Based on the information presented, Madras Sanitary Services is experiencing an increase in their costs. First, with the increase in the franchise fee from 5% to 7%. Secondly, with their costs related to the insurance coverage the city requested.

Staff asked Madras Disposal why they did not ask for the rate increase as part of the recent franchise agreement. They explained that working through the agreement took up their time, so they could not include a rate increase.

FISCAL INFORMATION:

Proposed rate increases are included as Exhibit A to the proposed Resolution.

SUPPORTING DOCUMENTATION:

Resolution No. 04-2024

STRATEGIC GOAL:

Beautification of Madras

RESOLUTION NO. 04-2024

A RESOLUTION AUTHORIZING OWANJAY SERVICES, INC., AN OREGON CORPORATION D/B/A MADRAS SANITARY SERVICE, TO INCREASE ITS SERVICE RATES UNDER THE SOLID WASTE MANAGEMENT ORDINANCE, ORDINANCE NO. 981.

WHEREAS, Owanjay Services, Inc. (“Franchisee”), an Oregon corporation d/b/a Madras Sanitary Service, and City of Madras (“City”), an Oregon municipal corporation, have entered into a certain solid waste franchise agreement commonly known as the Solid Waste Management Ordinance, Ordinance No. 981 (the “Franchise Agreement”), dated November 14, 2023; and

WHEREAS, Section 4.2.3 of the Franchise Agreement provides Franchisee the opportunity to adjust Franchisee’s service rates after providing City no less than 90 days’ prior written notice of the proposed rate adjustments with accompanying justification (which justification must be based on those factors identified in Section 4.2.1 of the Franchise Agreement and any other factors Franchisee deems applicable); and

WHEREAS, Franchisee provided City more than 90 days’ written notice of its proposed rate adjustments (increases), which notice (and subsequent meetings and communications with City) included, without limitation, the following justifications for the rate increases: (a) current and projected revenue and expenses; (b) cost of acquiring and replacing equipment; (c) increased costs concerning the provision of sanitary services; and (d) certain other factors identified by Franchisee.

WHEREAS, the council considered Franchisee’s proposed rate increases, including Franchisee’s justification for the proposed rate increases, during its council meeting held on March 12, 2024.

NOW, THEREFORE, BE IT RESOLVED, by and through the council meeting in regular session, the following:

1. Findings. The above-stated findings contained in this Resolution No. 04-2024 (this “Resolution”) are hereby adopted.

2. Rate Schedule. In accordance with Section 4.2.3 of the Franchise Agreement, commencing on July 1, 2024, Franchisee will charge its customers no more than those service rates identified in the attached Exhibit A. Effective July 1, 2024, the service rates identified in the attached Exhibit A amend, replace, and supersede in all respects those service rates identified in Schedule 4.1 of the Franchise Agreement (Exhibit A will constitute the “rate schedule” for the Franchise Agreement effective as of July 1, 2024). Any further adjustments to Franchisee’s service rates will be made subject to and in accordance with the Franchise Agreement. Franchisee will provide its customers reasonable advance written notice of the service rate increases identified in Exhibit A.

3. Miscellaneous. This Resolution is hereby made part of the Franchise Agreement. The provisions of the Franchise Agreement that are not amended or modified by this Resolution remain unchanged and in full force and effect. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution.

[the remainder of this page intentionally left blank – the signature page immediately follows]

ADOPTED by the City Council of the City of Madras and signed by the Mayor this 9th day of April, 2024.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

Exhibit A
Franchisee's Service Rates
[attached]

	Current Rates	Proposed Rates 7/1/24
32 gallon cart		
Weekly	\$22.36	\$25.04
Every other week	\$12.30	\$13.78
Monthly	\$9.63	\$10.79
When Out	\$10.11 per pick up	\$11.32

64 gallon cart		
Weekly	\$37.48	\$41.23
Every other week	\$21.44	\$23.58
Monthly	\$11.56	\$12.72
When Out	\$12.13 per pick up	\$13.34

95 gallon cart		
Weekly	\$50.81	\$54.87
Every other week	\$28.55	\$30.83
Monthly	\$14.45	\$15.61
When Out	\$15.17 per pick up	\$16.38

{Current carry-out service: additional \$4.30 for 32 gal.; \$7.50 for 64 gal.; \$8.30 for 95 gal. per month. Proposed change to \$5.00 per month regardless of size}

1 yard container		
1 X Week	\$108.18	\$121.16
2 X Week	\$216.36	\$242.32
3 X Week	\$324.54	\$363.48
4 X Week	\$432.72	\$484.65
5 X Week	\$540.90	\$605.81
1 X Month	\$27.05	\$30.30
On Call or Every Other Week	\$27.05 per dump	\$30.30

{Current rent is \$8.50 per month or double if it isn't dumped that month. Proposed to change to \$9.50}

1.5 yard container

1 X Week	\$153.99	\$172.47
2 X Week	\$307.97	\$344.93
3 X Week	\$461.96	\$517.40
4 X Week	\$615.94	\$689.85
5 X Week	\$769.93	\$862.32
1 X Month	\$38.50	\$43.12
On Call or Every Other Week	\$38.50 per dump	\$43.12

{Current rent is 10.50 per month or double if it isn't dumped that month. Proposed to change to \$12.50}

2 yard container

1 X Week	\$197.10	\$220.64
2 X Week	\$394.20	\$441.50
3 X Week	\$591.30	\$662.26
4 X Week	\$788.40	\$883.00
5 X Week	\$985.50	\$1,103.76
1 X Month	\$49.28	\$55.19
On Call or Every Other Week	\$49.28 per dump	\$55.19

{Current rent is \$12.50 per month or double if it isn't dumped that month. Proposed to change to \$14.50}

20 yard & 30 yard drop box

Set out	\$30.00	\$34.00
Haul fee	\$90.00 (20yd.) \$100.00 (30yd.)	\$100 (20yd.) \$110 (30yd.)
Disposal	\$85.00 per ton	\$92.00 per ton

Dump of customer-owned compactor currently \$120. Proposed \$135.

Rent Current \$7.00 per day after first 48 hours, or over the weekend. Proposed \$8.00.

{Current reduced rent on permanent boxes: \$180 per month or \$55.00 per month if two or more dumps per month. Proposed to change to \$200/ \$60}

CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AIRPORT APRON AND FENCING PROJECT**
Change Orders 1 through 3

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council Approves Change Orders 1 through 3 for the Airport Apron and Fencing Project and authorize the Public Works Director to execute change orders not to exceed the total project cost of \$1,640,964.

OVERVIEW:

Change Order 1 changes the project from 1 phase to 2 phases. This was requested in order to continue to offer fueling services and aircraft tie down areas. The cost of change order 1 is \$58,393.95. Change Order 2 is to change the location of the fencing and upsizing the gates from 20' to 24'. The cost of the change order is \$4,945. Change order 3 is portions of change orders 1 and 2 that are ineligible FAA grant expenses and the City will need to cover 100% of costs. FAA will reimburse the City for 90% of the costs in change orders 1 and 2.

STAFF ANALYSIS:

At the beginning of the project, it was brought to staff's attention that construction would be done in one phase, making the self-serve fueling station and aircraft tie-downs unavailable during construction. The Fixed Base Operator communicated to staff that if the self-service was inaccessible, they would be unable to provide fuel for airplanes. That utilizing trucks to fuel every plane was unfeasible. In addition, the removal of all the tie downs at once would not allow for any airplane parking during construction and the FBO communicated to staff that the cable tie down was not a legal tie down according to FAA and could not be insured, and they would shut down the airplane parking altogether. Staff requested the engineer come up with an alternate phasing plan to accommodate fueling and aircraft tie-down areas during construction. The change in the plan requires the construction window to extend and additional mobilizations, which will result in additional costs to complete the project.

In addition, the original fence line proposed did not work well with the fueling operation, current maintenance tenant, and future build out of the airport. Staff requested that the fence alignment and gates be changed to serve the Airport better.

To finalize the change orders, City council will need to approve them, and they will be forwarded

to FAA for final approval. Since the project is moving at a rapid pace, staff is requesting pre-approval to execute change orders as long as we do not exceed the approved project cost of \$1,640,964.

FISCAL INFORMATION:

Project Costs to Date

- Construction Administration (Century West) - \$246,263.82
- Administrative - \$10,000.00
- Construction (JAL)
 - Original Contract - \$1,243,378.00
 - Change Order 1 - \$58,393.95
 - Change Order 2 - \$4,945.00
 - Change Order 3 - \$13,474.50
 - Revised Contract - \$1,320,191.45
- Contingency - \$64,508.73
- Total Costs - \$1,640,964.00

Revenue

- FAA - \$1,319,653.00
- ODA - \$150,000.00
- City - \$171,311.00
- Total Revenue - \$1,640,964.00

SUPPORTING DOCUMENTATION:

- Change Order No. 1
- Change Order No. 2
- Change Order No. 3

STRATEGIC GOAL:

CONTRACT CHANGE ORDER NO. 1
or
SUPPLEMENTAL AGREEMENT NO. NA

AIRPORT Madras Municipal Airport (S33) DATE 03/29/2024

**LOCATION Madras, OR AIP PROJECT NO. 3-41-0035-017-2023 (77%)
3-41-0035-018-2023 (23%)**

CONTRACTOR JAL Construction

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Phasing Mobilization	LS	\$11,195.00	1	\$11,195.00
2	Sawcutting	LF	\$5.00	150	\$750.00
3	Survey	LS	\$4,800	1	\$4,800.00
4	Job Management	HR	\$28.13	280	\$7,875.00
5	Job Management	HR	\$56.75	280	\$15,890.00
6	Sweeper	MO	\$3,000.00	2	\$6,000.00
7	Barricades	LF	\$3.64	440	\$1,600.00
8	Barricades	LF	\$12.00	560	\$6,720.00
9	Administrative (Bonding, Cat Tax, Profit)	%	6.5	\$54,830	\$3,563.95
This Change Order Total			\$58,393.95		
Previous Change Order(s) Total			\$0.00		
Revised Contract Total			\$1,301,771.95		

The time provided for completion in the contract is (unchanged) (decreased) (increased) by **40** working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. G-04-rev 2 dated 3/4/24, three copies attached.

Recommended by:	Engineer	Date
Approved by:	Owner	Date
Accepted by:	Contractor	Date
Concurred by:	Not Applicable	Date
	State Aeronautics (if applicable)	Date
Approved by:	Federal Aviation Administration	Date

AIP PROJECT NO. 3-41-0035-017-2023
3-41-0035-018-2023

CHANGE ORDER NO. 1

AIRPORT Madras Municipal Airport (S33) LOCATION Madras, OR

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

Reconstruction of main apron (previously identified as Work Area 2) has been split into two phases. The south half is now designated as Work Area 1. The north half is now designated as Work Area 2 and is combined with reconstruction of the hard stand located southwest of the South Hangar.

Work Area 1 will be constructed first. Once complete, Work Area 2 will be constructed. 40 days will be added to the construction schedule.

2. Reason(s) for the change(s) (*Continue on reverse if necessary*)

The decision to split construction into two phases is being driven by the need to maintain operation of fuel service and airplane parking during construction. In early 2023, when the Construction Safety and Phasing Plan was developed, the main apron was to be constructed as a single phase and at that time, it was thought fuel could be delivered to aircraft on the airfield via tanker truck and planes could park in alternative locations. In the past year, changes in staffing for fuel deliveries and parking on the airfield have decreased while the demand for fuel and airplane parking has increased to a point where tanker delivery and airplane parking for present demand is no longer feasible. Current City Staff (Public Works and Airport Management) has determined that the resulting inability to deliver fuel and the ability to provide airplane parking will cause unacceptable disruption in service that will result in the loss of tenants at the Airport.

3. Justifications for unit prices or total cost.

A cost breakdown has been provided by the Contractor. Review of the additional work proposed is consistent with the changes to project phasing. Unit costs are consistent with costs typically seen for the additional work proposed.

One cost item that is excluded from this change order is overhead. Based on discussion with FAA project manager, this is not an eligible cost.

Administrative costs include:

- Bonding – 1%
- Corporate Activity Tax (a gross receipts tax imposed by the State of Oregon) – 0.5%
- Profit – 5% profit

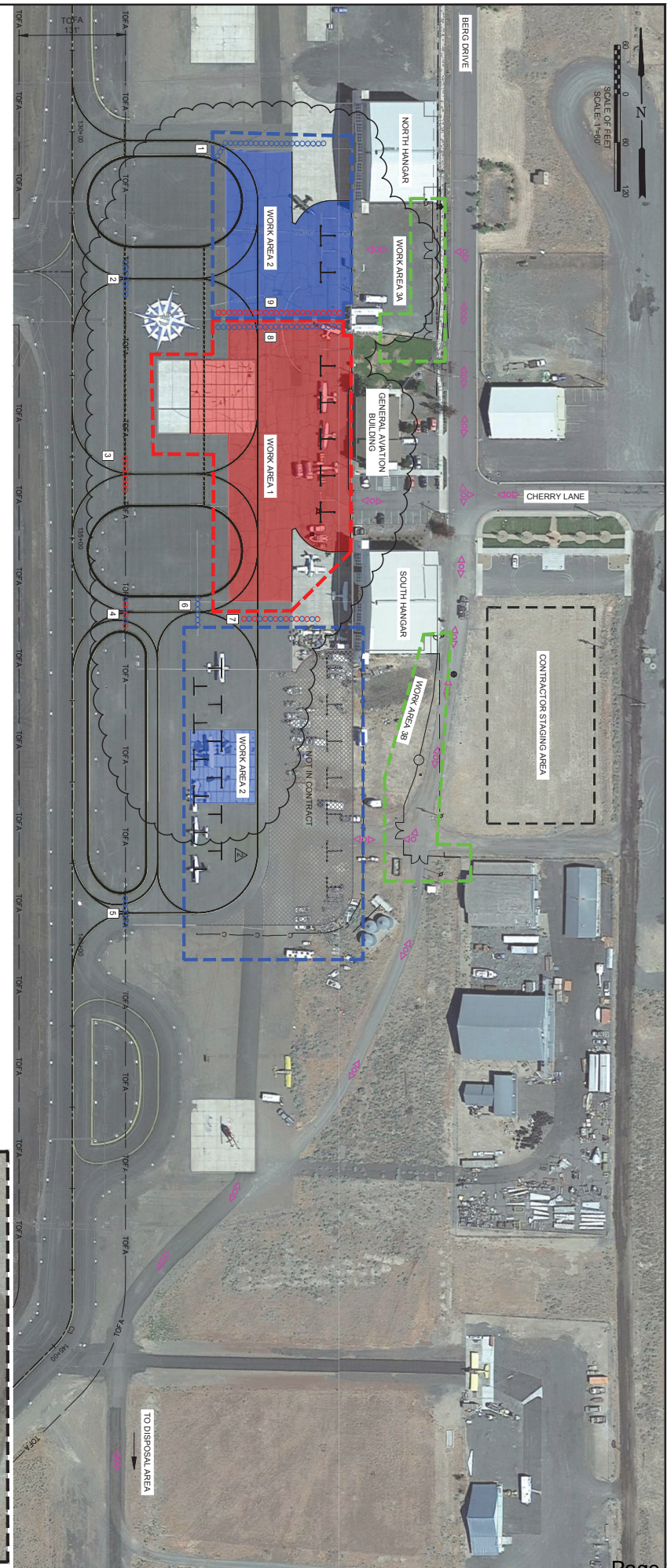
4. The sponsor's share of this cost is available from:

City appropriations.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .
6. Has consent of surety been obtained? Yes Not Necessary .
7. Will this change affect the insurance coverage? Yes No .
8. If yes, will the policies be extended? Yes No .
9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes No When 3/29/24 With Whom Mary Vargas

Comment Subject to availability of funds.

Submit 4 copies to the FAA

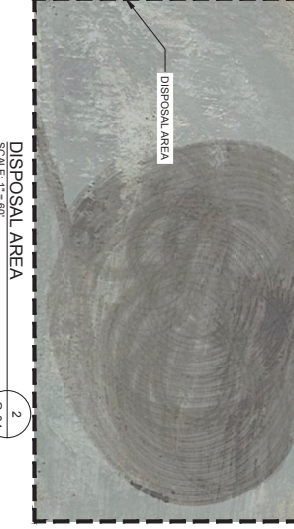


- LEGEND**
- PROPOSED WORK AREA 1
 - PROPOSED WORK AREA 2
 - PROPOSED WORK AREA 3A/B
 - CONTRACTOR ACCESS AND HAUL ROUTE
 - LOW PROFILE BARRICADES FOR WORK AREA 1 PER
 - LOW PROFILE BARRICADES FOR WORK AREA 2 PER
 - PROPOSED PAVEMENT
 - 1 BARRICADE ID

CONSTRUCTION PHASING AND OPERATION CONSTRAINTS

PROJECT PHASE	BARRICADE #	DESCRIPTION
WORK AREA 1	1 2 3 4 5 6 7 8 9	CLOSURE OF SOUTHERN MAIN APRON
WORK AREA 2	1 2 3 4 5 6 7 8 9	NORTH FENCE SEGMENT
WORK AREA 3A	1 2 3 4 5 6 7 8 9	SOUTH FENCE SEGMENT
WORK AREA 3B	1 2 3 4 5 6 7 8 9	SOUTH FENCE SEGMENT

- NOTES:**
- WASTE EARTHEN MATERIAL SHALL BE DISPOSED IN THE DESIGNATED DISPOSAL SITE OR OFF-SITE AT THE CONTRACTORS EXPENSE. THE DISPOSAL SITE SHALL BE GRADED SMOOTH UPON COMPLETION OF THE CONTRACTORS OPERATIONS. WASTE MATERIALS SHALL BE GRADED SMOOTH UPON COMPLETION OF THE CONTRACTORS OPERATIONS. THE DISPOSAL SITE SHALL BE GRADED SMOOTH UPON COMPLETION OF THE CONTRACTORS OPERATIONS.
 - WASTE ASPHALT, ROCK, CONCRETE, AND OTHER DEBRIS SHALL BE DISPOSED OF OFF-SITE AT THE CONTRACTORS EXPENSE. DISPOSAL OF WASTE MATERIALS SHALL BE IN ACCORDANCE WITH GOVERNING AGENCY SAFETY, HEALTH AND OTHER REQUIREMENTS.



REGISTERED ENGINEER
STATE OF OREGON
NO. 11111
DATE: 07/21/23

NO. DATE BY APPR REVISIONS

1	9/14/23	WMB	CONFIRMED PLANS FOR CONSTRUCTION
2	3/6/24	WMB	WHI REVISIONS PHASING TO KEEP FUEL OPEN

VERITY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CENTURY WEST ENGINEERING
8850 OFFICE
1020 SW BANK ONE, #100
541.222.8662
541.222.9334 FAX

DESIGNED BY: WMB
DRAWN BY: SAW
CHECKED BY: WMB
SCALE: AS NOTED

CITY OF MADRAS-MADRAS MUNICIPAL AIRPORT
APRON/FENCING IMPROVEMENTS
PHASING AND SAFETY PLAN

DRAWING NO: G-04
SHEET NO: 4 OF 18

Item	Original Qty	Units	Unit Cost	Original	Revised	
				Total Cost	Revised Qty.	Total Cost
Mob.						
Paving	1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00
Milling	1	LS	\$900.00	\$900.00	1	\$900.00
Sawcutting	2	EA	\$485.00	\$970.00	1	\$485.00
Coring	1	EA	\$485.00	\$485.00	1	\$485.00
Striping	2	EA	\$5,825.00	\$11,650.00	1	\$5,825.00
Subtotal				\$17,505.00		\$11,195.00
Add'l Work						
Sawcutting	150	LF	\$5.00	\$750.00	150	\$750.00
Survey	1	EA	\$4,800.00	\$4,800.00	1	\$4,800.00
Job Mgt.	7	WK	\$1,125.00	\$7,875.00	7	\$7,875.00
Job Mgt.	7	WK	\$2,270.00	\$15,890.00	7	\$15,890.00
Sweeper	2	MO	\$3,000.00	\$6,000.00	2	\$6,000.00
Barricades	440	LF	\$3.64	\$1,600.00	440	\$1,600.00
Barricades	560	LF	\$12.00	\$6,720.00	560	\$6,720.00
Subtotal				\$43,635.00		\$43,635.00
Total				\$61,140.00		\$54,830.00
Admin						
OH						
JAL OH			15%	\$9,171.00	Not AIP Eligible	
JAL Bond			1%	\$611.40	1%	\$548.30
CAT Tax*			0.5%	\$305.70	1%	\$274.15
Profit			5%	\$3,057.00	5%	\$2,741.50
Subtotal				\$13,145.10		\$3,563.95
Grand Total				\$74,285.10		\$58,393.95

The revised cost above is based on review of proposed quantities (see following pages) and a review of eligibility of costs under AIP. Quantities that changes are highlighted in green. Non-eligibile costs are noted.

*- **Corporate Activity Tax (CAT)** is a gross receipts tax levied by the State of Oregon on a business's commercial activity, which is the total amount a business realizes from transactions and activity in Oregon. The CAT is imposed on businesses for the privilege of doing business in Oregon. It is measured on a business's commercial activity, which is the total amount a business realizes from transactions and activity in Oregon.

From: Mike Levesque <mike@1859infrastructure.com>
Sent: Wednesday, March 13, 2024 7:54 PM
To: William Brackett <WBrackett@CenturyWest.com>
Subject: RE: Change Orders 1 & 2

Bill,

Please see the responses below in **red**:

From: William Brackett <WBrackett@CenturyWest.com>
Sent: Wednesday, March 13, 2024 1:44 PM
To: Nathan Gregory <nathan@1859infrastructure.com>
Cc: Jeff Hurd <jhurd@cityofmadras.us>; jw1859inf@gmail.com; Mike Levesque <mike@1859infrastructure.com>; Mark Hagedorn <MHagedorn@CenturyWest.com>; Jerry Thackery <jthack@bendbroadband.com>
Subject: Change Orders 1 & 2

Attached are the forms for two change orders on the Madras apron project. Before I finalize them I need some additional information.

Change Order 1 (Phasing): I've looked through the cost breakdown provided for this change order. There are some items that I would think are already reflected in your current bid that I don't understand. These include:

1. Paving Mobilization-Two mobilizations were previously required. There are still two mobs. Why an additional mobilization? **We had one paving mob in the base bid and one paving mob in the Additive Alt #2 bid, so our second mobilization was removed when the Additive Alt #2 was not awarded. As we discussed in the site walk after our preconstruction meeting, we thought that the concrete removal & replacement in area #2 was part of the alternate #2 bid. Drawing G-04- (Phasing & Safety Plan) identifies the two areas as if the scopes are going to be done together. The only place that shows that the South concrete removal is part of the base bid is on G-03 which is the "Site & Survey Control" plan. Agreed.**
2. Sawcutting Mobilization-Two mobilizations were previously required. There are still two mobs. Why two additional mobilizations? I assume some sawcutting has already been done. Could you do the remaining sawcutting in a single mobilization and need no further sawcuts.? **We had two mobs in the base bid, one for the preliminary cut and one for the final 1' setback cut. We can do it with one extra mob (total 3), one for the preliminary cut stage 1, one for the preliminary cut stage 2 at the same time as the final cut stage 1, one for the final cut stage 2. Agreed.**
3. Striping Mobilization-Three mobilizations were previously required. There are still three mobs. Why two additional mobilizations? **For the project we had 1 mob for 1st Coat and 1 mob for 2nd Coat and the cost of both were in the base bid. The pavement marking plan doesn't really differentiate between the two areas and there's marking that's outside of both areas. I think that we should be able to come up with a plan that we only mob twice, once for the 1st coat and once for the 2nd coat which would eliminate the additional mobilizations. We would need to have all the planes off of the tie downs on both stripping days. Is this a possibility? I think one extra mobilization will be required. Temporary markings will be needed at the conclusion of construction in each work area. Final Striping could be done with a single mobilization. By my reckoning that adds up to three.**
4. Schedule-The original schedule showed the project being completed by June 2. Even with phasing of the work, the indication was that this date could be held and no contract extension was needed. However, the revised schedule pushes the date for final paving out 1 month and final striping an additional month. This will require an extension of contract time. Why the change? **We split each of the activities on the original schedule into 2 separate items of 2/3rd & 1/3rd the time of the original to the next highest day. Example: A**

6-day item became a 2 day and a 4-day item and a 1-day item becomes two 1-day items. There ends up being a lot of lost time in splitting the scope into two separate scopes. The phasing of the original bid with Additive Alt #2 ran concurrently and consisted of two separate operations. Area #1 was excavated with a 613 Scraper and area #2 was excavated and loaded into haul trucks. The concrete pad in Area #1 was never considered as a separate phase in our bid or our original schedule. Cumulatively rounding up 1 and 2 day work items probably stretches things a bit. Rounding down the total would compensate. Adding 40 days to the project schedule will result in a completion date of Friday 7/12. Given your 4/10 schedule, you'd be wrapped up with temp. striping on Thursday of that week. One contract day would be left to complete final striping. Would this be acceptable?

Note: We have only requested additional compensation for the tangible items such as mobilizations and additional work such as extra saw cutting etc. We have not requested any compensation for loss of production or additional cost that will result from the additional staging by dividing each 6-day operation into a 2-day and a 4-day operation.

Change Order 2 (Fencing Revisions): Revised plans show realignment of fencing, widening of the gates, and the addition of a gate on the airfield fence. Need pricing for:

1. Increasing the gate width from 20' to 24' – Add \$240/Gate = \$960
2. Adding a gate to the airfield fence – Add \$4,500
3. Placement of aggregate to realign roadway on fence Segment 2. \$6,000. Includes grading subgrade, placing & finishing aggregate base. Does this fit inside the power pole?

Please respond to above questions for CO-1 and provide cost info for CO-2. We can discuss tomorrow.



Bill Brackett, PE, CWRE, CESCL | Project Manager
Bend Office | 1020 SW Emkay Drive #100 | Bend, OR 97702
O 541.322.8962 x 304 | C 541.410.7420 | wbrackett@centurywest.com
www.centurywest.com



Anchor Insurance & Surety, Inc.
PO Box 2808
Portland, OR 97208
Phone: 503-224-2500 Fax: 503-224-9830

Electronic Payments: <https://anchorias.epaypolicy.com>

JAL Construction, Inc. dba 1859 Infrastructure
PO Box 6269
Bend, OR 97708

Invoice #	44913	Page 1 of 1
ACCOUNT NUMBER	JALCONS-01	DATE 8/4/2023
Contract Bond		
POLICY NUMBER	023226676	TRANS NEWB
COMPANY Ohio Casualty Insurance Co.		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
8/4/2023	8/4/2025	9/3/2023

Item #	Eff Date	Description	Amount
140130	8/4/2023	City of Madras - Madras Airport - Apron Recon/Fencing Impr	\$10,738.00
City of Madras - Madras Municipal Airport - Apron Reconstruction / Fencing Improvements, AIP Project No. 3-41-0035-016-2022			

Total Invoice Balance: **\$10,738.00**

Cheryl Sherman, Enclosed is the issued bond which will need to be signed before filing with the City. Congratulations! Vicki

$$10,738 \div 1,243,378 = 0.864\%$$

CONTRACT CHANGE ORDER NO. 2
or
SUPPLEMENTAL AGREEMENT NO. NA

AIRPORT Madras Municipal Airport (S33) **DATE 03/12/2024**

LOCATION Madras, OR **AIP PROJECT NO. 3-41-0035-017-2023 (77%)**
3-41-0035-018-2023 (23%)

CONTRACTOR JAL Construction

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Reductions in Quantities (25' Reduction BI AA1-3 / 1 ea Reduction BI BB-23)	LF	\$42.00	(25)	(\$2,015.00)
2	Upsize Vehicle Gates from 20' to 24'	EA	\$240	4	\$960.00
3	Plase Aggregate to Realign Roadway	CY	\$200	30	\$6,000.00
4					
5					
This Change Order Total		\$4,945.00			
Previous Change Order(s) Total		\$58,668.10			
Revised Contract Total		\$1,306,991.10			

The time provided for completion in the contract is (unchanged) (decreased) (increased) by 0 working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. C-03, 09 & 12 revisions dated 3/12/24, three copies attached.

Recommended by:		
	Engineer	Date
Approved by:		
	Owner	Date
Accepted by:		
	Contractor	Date
Concurred by:	Not Applicable	
	State Aeronautics (if applicable)	Date
Approved by:		
	Federal Aviation Administration	Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-41-0035-017-2023 **CHANGE ORDER NO.** 2
3-41-0035-018-2023
 (Supplemental Agreement)

AIRPORT Madras Municipal Airport (S33) **LOCATION** Madras, OR

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).
 Revision of fencing alignment is being proposed per the attached plan sheets. Changes include the following:

Segment 1:

Proposed fencing is being extended to an existing fence separating the area used for fuel storage and the airfield. Proposed gate widths to be increased from 20' to 24'.

Segment 2:

Proposed fencing will be realigned to reduce angle points. An existing gravel roadway will be realigned. Proposed gate widths will be increased from 20' to 24'.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Segment 1 layout was developed to restrict vehicle access of area enclosed. The proposed changes also restrict pedestrian access at the fuel tanks.

Segment 2 was developed based on maintaining the existing road configuration. The revised alignment increases available space for future hangars on the airfield side of the fence. This is also consistent with the current ALP.

3. Justifications for unit prices or total cost.

Changes based on existing project bid items are based on quantities and bid prices. Cost breakdowns were provided for all other change order line items, reviewed, and found reasonable.

4. The sponsor's share of this cost is available from:

City appropriations.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

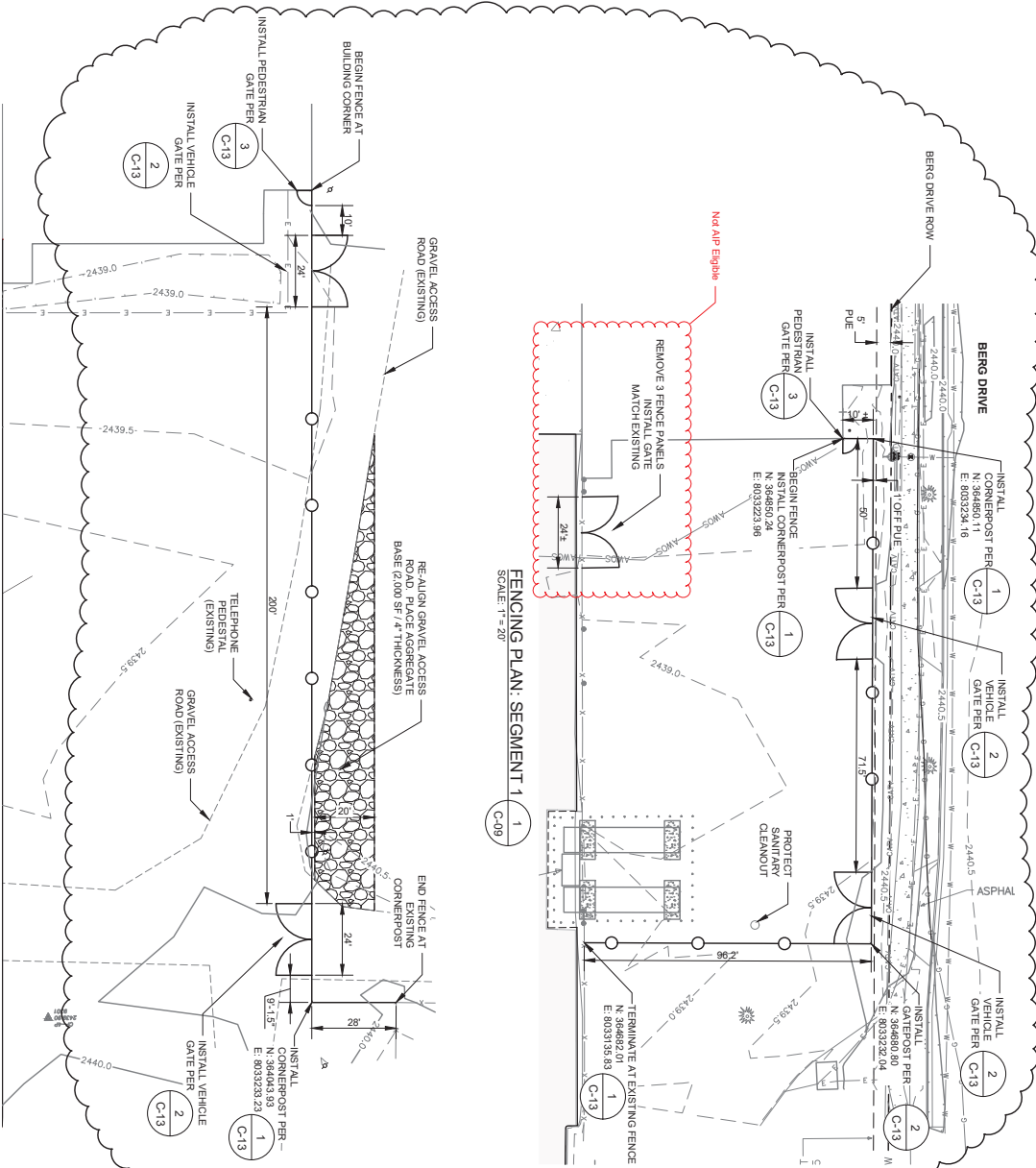
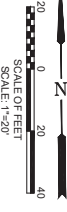
8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?

Yes No When 3/29/24 With Whom Mary Vargas

Comment Subject to availability of funds.

Submit 4 copies to the FAA



FENCING PLAN: SEGMENT 2
SCALE: 1" = 20'

FENCING PLAN: SEGMENT 1
SCALE: 1" = 20'



VERIFY SCALES
BARS IS ONE INCH ON
ORIGINAL DRAWING.
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

NO.	DATE	BY	APPROV.	REVISIONS
1	9/14/20	WMB	WMB	CONFORMED PLANS FOR CONSTRUCTION
2	3/12/21	WMB	WMB	FENCING REVISION

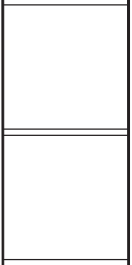
DATE	APRIL 2023
PROJECT NO.	101940028.01
SCALE	AS NOTED

DESIGNED BY: WMB
DRAWN BY: SAW
CHECKED BY: WMB

CITY OF MADRAS-MADRAS MUNICIPAL AIRPORT
APRON/FENCING IMPROVEMENTS

FENCING PLAN

DRAWING NO: C-09
SHEET NO: 14 OF 18



REGISTERED PROFESSIONAL ENGINEER
 W. M. BARNETT
 14000
 STATE OF FLORIDA
 EXPIRES 12/31/23

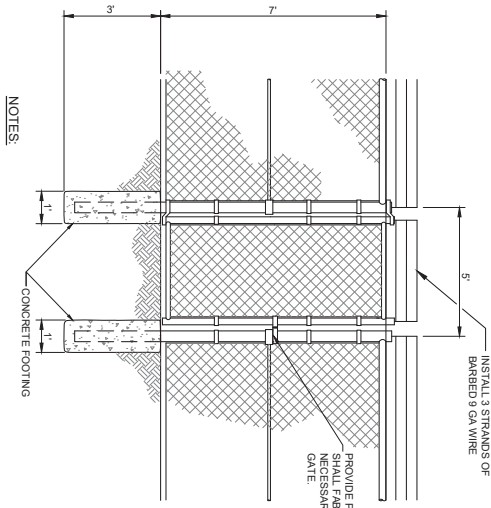
VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	REVISIONS
1	9/14/20	WMB	CONFORMED PLANS FOR CONSTRUCTION
2	3/12/21	WMB	FENCING REVISIONS

DESIGNED BY: WMB
 DRAWN BY: SAMV
 CHECKED BY: WMB
 SCALE: AS NOTED

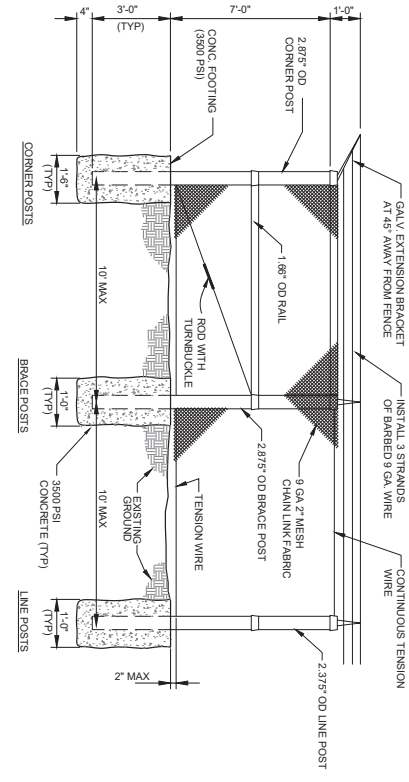
CITY OF MADRAS-MADRAS MUNICIPAL AIRPORT
 APRON/FENCING IMPROVEMENTS
 MISCELLANEOUS DETAILS

DRAWING NO: C-13
 SHEET NO: 18 OF 18

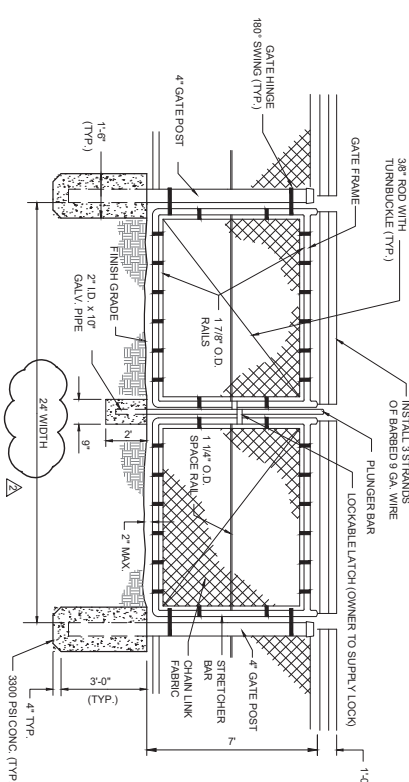


NOTES:
 PROVIDE PADLOCK. CONTRACTOR SHALL FABRICATE STRIKE PLATE AS NECESSARY TO MOUNT LOCK ON GATE.

GATE DETAIL 3
 C-13
 NTS



AIRPORT FENCE DETAIL 1
 C-13
 NTS



20-FOOT GATE DETAIL (TEMP. ACCESS) 2
 C-13
 NTS

CONTRACT CHANGE ORDER NO. 3
or
SUPPLEMENTAL AGREEMENT NO. NA

AIRPORT Madras Municipal Airport (S33) **DATE** 03/29/2024

LOCATION Madras, OR **AIP PROJECT NO.** 3-41-0035-017-2023
3-41-0035-018-2023

CONTRACTOR JAL Construction

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Phasing Overhead	LS	\$8,224.5	1	\$8,224.50-
2	24' Gate in Exisitng Fence	LS	\$4,500	1	\$4,500.00
3	Restaking	LS	\$750	1	\$750.00
This Change Order Total			\$13,474.50		
Previous Change Order(s) Total			\$63,338.95		
Revised Contract Total			\$1,320,191.45		

The time provided for completion in the contract is (unchanged) (decreased) (increased) by 0 working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. G-04-rev 2, C-03, 09 & 12 revisions dated 3/4/24 and 3/12/24., three copies attached.

Recommended by: _____ **Engineer** _____ **Date** _____

Approved by: _____ **Owner** _____ **Date** _____

Accepted by: _____ **Contractor** _____ **Date** _____

Concurred by: _____ **State Aeronautics (if applicable)** _____ **Date** _____

Approved by: _____ **Federal Aviation Administration** _____ **Date** _____

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-41-0035-016CHANGE ORDER NO. 3

(Supplemental Agreement)

AIRPORT Madras Municipal Airport (S33)LOCATION Madras, OR**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).

This change order consists of work requested by the City which is non-AIP eligible. Changes include:

1. Administrative Overhead for phasing construction.
2. The addition of a 24' gate in the existing fence separating the fueling area and the Airfield
3. Restaking of fencing alignments

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Changes to phasing and fencing layout were requested by the City at the commencement of construction activity.

3. Justifications for unit prices or total cost.

Costs were based on information provided by the Contractor. Based on internal review, the costs were determined to be in line with similar work in the area performed by local contractors.

4. The sponsor's share of this cost is available from:

City appropriations.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .6. Has consent of surety been obtained? Yes Not Necessary .7. Will this change affect the insurance coverage? Yes No .8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?

Yes No When 3/29/24 With Whom Mary VargasComment All work in this change order is non-eligible for reimbursement under AIP.

Submit 4 copies to the FAA

CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **INTERGOVERNMENTAL AGREEMENT FOR RIGHT OF WAY SERVICES**
US97: EARL STREET - COLFAX LANE (MADRAS)

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approve the Intergovernmental Agreement for Right of Way Services for US97: Earl St-Colfax Lane Project

OVERVIEW:

The attached IGA between the City and the State outlines the state's responsibilities for acquiring rights of ways needed for the upcoming US 97: Earl Street to Colfax Lane Project. ODOT is responsible for all the costs to acquire the ROW and at the end of the project some of those rights of ways will be dedicated over to the City for portions behind the curb. The City is a party to the agreement due to the additional storm water work ODOT is doing under the contract with funding provided by EDA as well as for transfer of property at the end of the project.

STAFF ANALYSIS:

The staff have reviewed the contract and have confirmed the City is under no financial obligation to perform the ROW acquisition. However, the City may incur legal and recording costs for the transfer of the property to the City at the end of the project. The City can always decline receipt of property if they determine there is no benefit in owning an additional ROW acquired but it years past, it has been beneficial to the City to obtain it. This occurred as part of the J Street project where the existing Hwy (which is now called Prince Place, Outpost Place, and Palmain Place) was transferred to the City. Once under City control, the need to confer with ODOT for changes to the ROW does not need to occur.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Intergovernmental Agreement for Right of Way Services - US 97: Earl Street - Colfax Lane (Madras)

STRATEGIC GOAL:

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**
US97: Earl St - Colfax Ln (Madras)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT”; and the CITY OF MADRAS, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, a state agency may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that the state agency, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. Dalles - California Highway No. 004 and the Mt Hood Highway No. 026, are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
4. ODOT is responsible for delivering the K21653 US97: Earl St - Colfax Ln (Madras) project (“Project”) under Intergovernmental Agreement Number 73000-00004253 executed on November 8, 2023 (“Project Agreement”) attached hereto as Exhibit C and by this reference made a part hereof.
5. This Agreement covers a subset of the work set forth in the Project Agreement; therefore, the Project Agreement describes the general scope and funding for the right of way activities carried out under this Agreement. This Agreement further defines the roles and responsibilities of the Parties regarding real property to be used as part of the right of way for the Project, and further refines the details of the scope and funding for these right of way activities
6. As of the Effective Date of this Agreement, there are no local public agencies (“LPAs”) certified to independently administer federal-aid projects for right of way services. State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in the Project Agreement, State agrees to perform the right of way Services shown in Exhibit A - Special Provisions ("Services"), attached hereto and by this reference made a part hereof.
2. The Parties agree to comply with the terms of this Agreement and the applicable terms of Project Agreement in performing the Services. In the event of a direct conflict, the terms of the Project Agreement will control over any conflicting provision in this Agreement.
3. Exhibits Attached and Incorporated.
 - a. This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference as though fully set forth herein:
 - Exhibit A – Special Provisions
 - Exhibit B – Resolution Exercising The Power of Eminent Domain
 - Exhibit C - Project Agreement
4. This Agreement becomes effective on the date all required signatures are obtained ("Effective Date"). Services shall begin on or after the Effective Date and shall be completed no later than April 20, 2028 (forecasted 3rd note), on which date this Agreement automatically expires unless extended by a fully executed amendment.
5. Both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implemented through Title 49, Part 24, ORS Chapter 35 and the ODOT Right of Way Manual, located at <https://www.oregon.gov/ODOT/ROW/Documents/ROW-Manual.pdf> and incorporated herein by this reference. Each Party will require its contractors and subcontractors, if any, to comply with this provision.
6. The funding and payment for the Services are set forth in the Project Agreement. This Agreement commits no additional funding for the Services.
 - a. Under no condition shall State's obligations under this Agreement exceed \$3,060,000, including all expenses, unless agreed upon by both Parties in writing in a fully executed amendment to this Agreement. This maximum is the amount programmed in the STIP for the right of way phase of the Project.

STATE OBLIGATIONS

1. State shall perform the Services assigned to State in Exhibit A.

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2. State's right of way contact person for this Agreement is Caleb Stephens (Senior Right of Way Agent, 63055 N Highway 97 Bldg "M", Bend, OR 97703, 541-388-6431, caleb.c.stephens@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the Services assigned to Agency in Exhibit A. All Services provided by Agency shall comply with ODOT's Right of Way Manual in effect at the time the Services are performed.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance its share of all costs and expenses incurred under this Agreement up to the maximum amount set forth in Terms of Agreement Paragraph 6.
3. Agency's performance of Services.
 - a. In performing Services under this Agreement, Agency may utilize qualified individuals from Agency's staff or the Staff of another local public agency, as described in the ODOT Right of Way Manual and approved by the State's Region Right of Way Office.
 - b. Agency may also request State act as the lead contracting agency and deliver a consultant contract on behalf of Agency, using consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process, as applicable. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State's Procurement Office. Forms and procedures for Tier 2 process are located at: https://www.oregon.gov/odot/Business/Procurement/FS23/Full_Service_LPA_Project_User_Guide.docx.
 - c. Agency's needed right of way services may be performed by utilizing appraiser Services procured by Agency from State's Qualified Appraiser List (online at: https://www.oregon.gov/ODOT/ROW/Documents/Appraisal_Qualified-Consultant-List.pdf) or other right of way related Services procured by Agency from any source of qualified contractors or consultants.
 - d. Contractor selections under Agency Obligations, Paragraphs 3.c above may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** carried out by Agency for right of way Services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#), and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency. **State and locally funded procurements** carried out by Agency must comply with applicable State rules and

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statutes for A&E "Related Services" (Agency may use its own contract document). The LPA A&E Requirements Guide and A&E Contract Template are available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>.

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform Services under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
5. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 ("Claims"), to the extent such Claims are caused, or alleged to be caused, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise solely from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
6. Any such indemnification shall also provide that neither the Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
7. Agency shall perform all Services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the Services under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. When Agency is performing Services under this Agreement, Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any

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temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

9. Agency certifies and represents that all individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Services under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency shall upon State's request provide copies of any required documentation related to the Services as described in Exhibit A.

Agency's right of way contact person for this Agreement is Jeff Hurd-, Public Works Director, 125 SW E Street, Madras, OR 97741-1685, (541) 325-0309, jhurd@ci.madras.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS:

1. Termination.
 - a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person, under any of the following conditions:
 - i. If either Party fails to provide Services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the Services as to endanger performance of this Agreement in accordance

with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.

- c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - ii. If Agency fails to provide payment of its share of the cost of the Project.
 - iii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Agreement is prohibited or State is prohibited from paying for such Services from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
2. All employers that employ subject workers who perform Services under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
 3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 4. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to,

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among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

5. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
8. Agency and State are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
9. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties,

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notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
12. Survival. All rights and obligations of the Parties under this Agreement will cease upon termination or expiration of this Agreement, other than the rights and obligations of the parties that by their nature or express terms survive termination or expiration of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

CITY OF MADRAS, by and through it elected officials

By _____
Mayor

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency's Counsel

Date _____

Agency Contact:

Jeff Hurd
Public Works Director
125 SW E Street
Madras, Oregon 97741-1685
(541) 325-0309
Jhurd@ci.madras.or.us

State Contact:

Caleb Stephens, Senior Right of Way Agent
63055 N Highway 97 Bldg "M"
Bend, OR 97703
541-388-6431
Caleb.c.stephens@odot.oregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 4 Right of Way Manager

Date _____

By _____
Central Oregon Area Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By (insert N/A if not applicable)
Assistant Attorney General

Date _____

Exhibit A
SPECIAL PROVISIONS
Right of Way Services

A. Preliminary Phase: State or Agency shall perform the Services outlined in this Section A during the preliminary right of way phase of the Project as identified below. When Services listed under this Section A are performed by Agency, Agency shall charge the Services as preliminary engineering expenditures.

1. State shall prepare preliminary cost estimates.
2. State shall make preliminary contacts with property owners.
3. State shall gather and prepare data for environmental documents.
4. State shall develop access and approach road list.
5. State shall help prepare field location and project data as defined in the Project Agreement.
6. Title. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
7. Legal Descriptions:
 - a. State shall prepare sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. State shall prepare construction plans and cross-section information for the Project.
 - c. State shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current ODOT [Right of Way Engineering Manual](https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf), located at https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/ROW-Eng-Manual.pdf and incorporated herein by reference. The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
 - d. State shall specify the degree of title to be acquired (e.g., fee, easement), which must be determined in accordance with the current ODOT Right of Way Manual.
8. Hazmat:
 - a. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.

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- b. State shall conduct a Level 2 Preliminary Site Investigation, according to ODOT's Hazmat Program Procedures Guidebook and other applicable requirements of the Oregon Department of Environmental Quality, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties. If contamination is found, State will promptly disclose the severity and extent of contamination to Agency and present a recommendation for remediation to Agency as set forth in ODOT's Right of Way Manual Section 6.330 paragraph 2.
- c. State shall attempt to have the property owner undertake any necessary remediation at the property owner's expense. Other options are set forth in ODOT's Right of Way Manual section 6.330 paragraph 2.b. If State undertakes any remediation on the site, State will be solely responsible for any liability that may arise from such remediation.

B. Right of Way Phase: State or Agency shall perform the Services outlined in this Section B during the acquisition right of way phase of the Project as identified below. When Services listed under this Section B are performed by Agency, Agency shall charge the Services as right of way expenditures.

1. Right of Way Acquisition:

- a. Right of Way Acquisition is the process of obtaining property necessary for the Project, from negotiation to possession of the property, using various sub-processes including, but not limited to, appraisal, negotiation, condemnation, relocation, title closing, and project related property management related to the potential exercise of eminent domain. The basic requirements for carrying out right of way acquisition for the Project are set forth in this Section B.
- b. When performing the right of way acquisition Services, State shall provide Agency with a Annual status report of the Services.
- c. Title to properties acquired shall be in the name of State.
- e. The Agency delegates, and the State accepts, the Agency's authority pursuant to all relevant common law, statutes, ordinances, and other authorities, to acquire and condemn property on Agency's behalf for the Project, where such acquisition or condemnation is made necessary by the Project.
- f. The Agency shall adopt a resolution of intention and determination of necessity in accordance with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation ("Resolution"). Agency's Resolution shall be substantially in the form of Exhibit B, attached hereto and by this reference made a part hereof. If the Agency would like the Oregon Department of Justice (DOJ) to provide legal or litigation Services related to the condemnation work identified in this Agreement on Agency's behalf, DOJ must provide approval prior to performance of the Right of Way Services

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under this Agreement. To secure DOJ assistance, ODOT's Region Right of Way Manager must submit a written request to DOJ's Chief Trial Counsel, the Agency must expressly and officially request and authorize DOJ representation for the condemnation on the Project, and the signature of DOJ's Chief Trial Counsel must be obtained on this Agreement.

2. Real Property and Title Insurance:

- a. State shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current ODOT Right of Way Manual, and after obtaining State's concurrence. Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- b. Agency shall accept conveyed property "as-is" and in accordance with ORS 93.808. State is not required to provide any additional Services to Agency, including but not limited to payment, documentation, platting, surveying, or remediation, beyond those specifically set forth in this Agreement.

3. Appraisal:

- a. State shall conduct the valuation process of properties to be acquired. If hazardous materials are located on the property, State shall use section 6.330, paragraph 2 in ODOT's Right of Way Manual.
- b. State shall perform the appraisal reviews to set just compensation.
- c. State shall recommend just compensation, based upon a review of the valuation by qualified personnel.

4. Negotiations:

- a. State shall tender all monetary offers to landowners in writing at the compensation level shown in the appraisal review. State shall have sole authority to negotiate and make all settlement offers. When settlements for property acquisitions are made for more or less than the approved just compensation amount, a justification is required. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession

of all right of way is complete prior to advertising for any construction contract, unless otherwise agreed to by Agency and State.

- c. State agrees to file all Recommendations for Condemnation (Form 734-3311 and accompanying documents) with ODOT right of way headquarters, at least seventeen (17) weeks prior to the right of way certification date if negotiations have not been successful on those properties.

5. Relocation:

- a. State shall perform any relocation assistance, make replacement housing computations, and do all things as required by applicable state and federal law necessary to relocate any persons displaced by the Project.
- b. State shall determine all relocation benefits each property owner is eligible for and shall make all relocation and moving payments.
- c. State shall facilitate the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments
2. Upon acceptance by State the conveyance documents shall be recorded.

D. Property Management

1. State shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. State shall dispose of all improvements and excess land consistent with applicable state, federal, and local laws and policies.
3. State shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

E. Condemnation

1. State may offer mediation if the State and property owners have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.

3. State shall perform all legal and litigation Services related to the condemnation process, including all settlement offers. Prior approval of this Agreement by DOJ and passage of an Agency Resolution are required as provided in Section B.1.e above.
4. When State performs legal or litigation Services related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney(s), nor any member of the law firm of Agency's attorney(s), board or council member(s), or mayor, nor any other employee or representative of Agency licensed to practice law, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project or the Services.

F. Transfer of Right of Way to State

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. Agency shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept, at no additional cost to the State, all right of way acquired on the Agency's facility, subject to concurrence from the Oregon Transportation Commission and FHWA at the time of the transfer. State shall identify the existence of any hazardous materials on or in the property prior to the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

EXHIBIT B
SAMPLE RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN
Right of Way Services

This Exhibit is an example only and the completed resolution will be a separate document from the ROWSA. (Instructions, please delete before completing form) Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form OR fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A" attached to this Resolution and, by this reference incorporated herein; now, therefore,

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A to this Resolution. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. ([Insert title of Agency]'s staff and [attorney/counsel] --OR-- (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection

- 16 -

73000-00030201
Ref: 73000-00004253

with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).

4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

[insert signature blocks here]

Attachments: Exhibit A to Exhibit B to Agency Resolution Exercising the Power of Eminent Domain – Property Description

Exhibit A to Exhibit B - Agency Resolution Exercising the Power of Eminent Domain – Property Description

Continued from previous page. This Exhibit is an example only and the completed resolution will be a separate document from the ROWSA.

[insert property description]

Exhibit C
[For Funding Options 1 & 2 = Project Agreement / For Funding Option 3 = Project Location]

[insert appropriate document]

CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **TASK ORDER 01-2024**
Water Master Plan Update

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves Task Order No. 01-2024 to H.A. McCoy Engineering and Surveying to update the City's Water Master Plan in the amount of \$45,000.

OVERVIEW:

The water master plan was last updated in 2014. H.A. McCoy Engineering and Surveying has provided a scope of work to update the water master plan to include the following elements (see attached proposal)

- Summary of the City's system incorporating the changes to the system in the last 10 years.
- Update the inventory of the system to include on-site visual checks to make sure we have an accurate asbuilt of the system.
- Review and update water quality and service level goals along with projected growth of the City.
- Evaluate the system by updating the model where it can easily interface with DVWD model. Identify deficiencies and capital needs with costs.
- Evaluate the city's rates and current SDC rate.
- Prepare a system valuation summary of the existing system with useful life.

The cost of doing the update is \$45,000.

H.A. McCoy Engineering and Surveying is the current City engineer under a 5-year contract. Therefore, the work is issued under a task order.

STAFF ANALYSIS:

The current water master plan is out of date and needs to be updated. The staff has been in regular discussions with DVWD and our City Engineer, Hayes McCoy, on what the update would entail to include a value analysis of the existing system (i.e. what is the entire system worth). In order to answer the question, a water master plan update needs to be done. Staff recommends

approving the task order to have H.A. McCoy Engineering and Surveying update the plan. This project is estimated to take approximately 2 years to update the plan. Staff is able to obtain a grant through Business Oregon in the amount of \$20,000 (the grant agreement will be forthcoming) therefore the City's financial obligation is \$25,000.00. The project is budgeted in the current budget as well as proposed in the 24-25 budget.

FISCAL INFORMATION:

Water Master Plan update - \$45,000 funded by Business Oregon in the amount of \$20,000 and City in the amount of \$25,000

SUPPORTING DOCUMENTATION:

Task Order No. 01-2024
Proposal from H.A. McCoy Engineering and Surveying LLC.

STRATEGIC GOAL:



THE CITY OF MADRAS

125 SW "E" Street, Madras, OR 97741 Phone: (541) 475-2344 Fax: (541) 475-1038

TASK ORDER

Date: 3/29/2024
Task Order No. .01-2024
Phone: 541-923-7554
Fax:

TO: H.A. McCoy Engineering
P.O. Box 533
Redmond, Oregon 97756

PROJECT: Water Master Plan Update

The Contract for the above described work is modified as follows:

1 Update the City's Water Master Plan per the attached scope of work

- Fixed Price T & M
- Per Quotation Attached.
- Details Attached.

All other terms and conditions of the Contract remain unchanged except:

- None
- Describe:

ORIGINAL CONTRACT AMOUNT:	\$	-			
PREVIOUS CHANGE ORDERS	\$	-			
ITEM	UM	QTY	UP	DESCRIPTION	
1	1	LS	\$45,000.00	Water Master Plan Update	\$ 45,000.00
					\$ -
					\$ -
TOTAL REVISED CONTRACT AMOUNT:					<u>\$ 45,000.00</u>

CITY OF MADRAS:

Mike Lepin, Mayor; Council President or Mayor Pro Tem

Signature: _____

Date Signed: _____

H.A. McCoy Engineering

Hayes McCoy, Owner

Signature: _____

Date Signed: _____



PO Box 533 Redmond, OR 97756 · 541-923-7554 · www.ham-engr.com

January 29, 2024

Jeff Hurd
Public Works Director
City of Madras
125 SW E Street
Madras, OR 97741

RE: Water Master Plan Update

Below is our fee proposal for preparing an update for the Water Master Plan. Actual cost shall be at hourly rates up to the estimated amount. Timeframe for completion is two years from proposal approval. Timeframe for preparing valuation of system is four months from proposal approval.

Specific work for Water Master Plan update includes:

- Summary of Overall Plan

Provide an updated summary of the City's system that incorporates changes to the City's system over the past 10 years.

- Description of Existing Water System

Update the inventory of the City's existing water system, including all piping, services, hydrants, and other facilities. Delineate the City's present and potential service area. Review water rights, agreements with the Deschutes Valley Water District, drinking water quality compliance, and historical and anticipated future water use. In coordination with Public Works staff, pothole or uncover infrastructure as necessary. Compile inventory of the water system into spreadsheets, maps, and summaries and in a clear and simple format. Also compile data of water usage, costs, rates, expenses, and improvements to ensure the water system is financially sound.

- Water Quality and Service Level Goals

Review water quality and service level goals for the City's water system. These goals will take into account existing and future regulatory requirements and the potential future capacity needs of the water system for regular use and fire flows.

- Projected Growth

The water system inventory will identify the limits of the existing system and the potential for growth. Using the City's Comprehensive Plan will identify areas within the City where water use may change or expand. In-fill development, industrial and commercial use, and multi-unit

housing can increase the demands on the City's water system. The potential needs over the next 20 years will be quantified and used as a basis for future development of the system.

- **Engineering Evaluation**

Update the water system model and incorporate water system changes over the past 10 years. Modify the model where it can interface easily with DVWD's model. Both DVWD and our model use EPAnet software. Identify the existing deficiencies of the system for water use and fire flow as well as future capital improvements to meet the future demands of the water system.

- **Water System Finances**

Using the data gathered on the existing water system usage, costs, and rates, incorporate future development of the water system and capital improvements to evaluate the current water system rate and whether any changes are necessary. Evaluate the current SDC rate to determine whether it is adequate for expansion of the City's water system.

- **Water System Improvement Program**

Consider water quality service level goals and model the system to determine deficiencies. Deficiencies will be the basis for future projects to improve the system. Also consider service life and replacement of aging infrastructure.

- **Submittal to Oregon Public Health Authority**

Submit the Water System Master Plan Update to the City and the Oregon Public Health Authority for review. Revisions and comments will be incorporated and a final version of the report will be submitted and adopted.

- **System Valuation**

Prepare a system valuation summary that determines the value of the City's system. Prepare an estimate on service life left within the system.

Water Master Plan Update

\$45,000

Sincerely,

H.A. McCoy Engineering & Surveying, LLC



Hayes A. McCoy - PE, PLS, Principal

CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **MADRAS AIRPORT HELIBASE PHASE 3 & 4**
Construction Contract with K3 Construction

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approve the construction contract with K3 Construction in the amount of \$192,620.50 and authorize the Public Works Director to execute change orders not to exceed the total project cost of \$284,000.

OVERVIEW:

The staff publicly advertised for contractors to construct phase 3 and phase 4 of the helibase project. The staff received two proposals:

K3 Construction LLC - \$192,620.50
High Desert Aggregate and Paving, Inc. - \$298,804.00

K3 Construction LLC is the low responsive bidder and within the project budget of \$284,000. The staff recommends awarding the contract to K3 Construction LLC.

STAFF ANALYSIS:

The City received two Oregon Department of Aviation Grants in the amount of \$235,000 to continue construction of the helibase in phases. Per the grants, the City is responsible for 20.63% of phase 3 (\$39,000), and 10% of phase 4 (\$9,500). The total project costs for the two phases combined was \$284,000. Phase 3 included paving of the helipad landing area and a portion of the taxiway and tie down areas. Phase 4 included the remaining paving of the taxiway and the remaining tie-down areas. Century West has a task order for design for phase 3 and phase 4 in the amount of \$21,290 leaving \$262,710 remaining for construction costs. We are in the process of asking ODA if we can use the excess funds to continue paving from the helibase to Dogwood. In the past, we have only been allowed to do the work proposed in the scope of work so that might not be a possibility. The project will begin right away and be completed by June 30, 2024.

FISCAL INFORMATION:

Project Costs

- Century West - \$21,290.00
- K3 Construcion - \$192,650.00
- Contingency - \$70,060.00

Total Costs - \$284,000.00

Revenue

- ODA Grant Phase 3 - \$150,000.00
- ODA Grant Phase 4 - \$85,500.00
- City Cash - \$48,500.00

Total Revenue = \$284,000.00

SUPPORTING DOCUMENTATION:

- Construction Contract with K3 Construction LLC
- K3 Construcion LLC bid
- High Desert Aggregate and Paving, Inc. bid
- Bid Tab

STRATEGIC GOAL:

CONTRACT

THIS AGREEMENT made as of the 9th day of April, 2024 between

“CITY”:

City of Madras
125 SW “E” Street
Madras, OR 97741
Phone: 541/475-2344
Fax: 541/475-7061

and

“CONTRACTOR”:

K3 Construction, LLC
25 SW Elbe Drive
Madras, OR 97741
541-777-4515
phil@k3groundwork.com

for **“PROJECT”:** MADRAS MUNICIPAL AIRPORT HELIPAD PAVING

City and Contractor agree as set forth below:

The Contract Documents.

The following documents (the “Contract Documents”) form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Invitation to Bid
3. Information for Bidders
4. Proposal
5. Conditions of the Contract (General, Supplementary and other Conditions).
6. Drawings.
7. Specifications.
8. Payment and Performance Bonds.
9. Approved Submittals.
10. Addenda issued prior to, and all Modifications and Change Orders issued after execution of this Agreement.
11. Special Provisions

The Work.

The Contractor shall furnish all labor, tools, equipment, and services necessary to perform the following Work: **MADRAS MUNICIPAL AIRPORT HELIPAD** described in the Contract Documents.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued by the City.

The Contract Sum.

City shall pay Contractor for the performance of the Work, subject to additions and deductions by Written Change Order as provided in the Contract Documents, the sum of ONE HUNDRED NINETY TWO THOUSAND SIX HUNDRED AND TWENTY DOLLARS AND FIFTY CENTS (\$192,620.50) (the "Contract Sum"). Monthly progress payments and final payment shall be made in accordance with the General Conditions.

Time of Commencement and Completion.

The Work shall be commenced on the date stipulated in a written notice issued to Contractor by City (the "Notice to Proceed"), and subject to authorized adjustments, Substantial Completion shall be achieved according to the schedule set forth in the specifications.

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City \$500 per day as agreed liquidated damages for the delay, not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the work is actually substantially completed by Contractor. Substantial work shall be completed by June 30, 2024 (the "Contract Time").

Suspension and Debarment.

Contractor shall fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any subcontract at any tier the requirement that the subcontractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000. Contractor, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor is unable to certify to the statements contained in this certification, they must provide an explanation as to why they cannot. Contractor shall provide immediate written notice to the Department if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contractor

agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled “**Suspension and Debarment**” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2CFR180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

Severability.

If any provisions of this Contract are found to be unenforceable by a court of competent jurisdiction, all other provisions of this Contract shall remain in full force and effect and the Contract shall be read and interpreted without the invalid provision.

Entire Agreement.

This contract signed by both parties, constitutes a final written expression of all of the terms of this agreement and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of this written agreement shall be given no force and effect.

City of Madras

Contractor

By: _____

By: _____

Title: Mayor

Title: _____

BID FORM

TO: PUBLIC WORKS DIRECTOR

Project Name: **Madras Municipal Airport Helipad Paving**

City of Madras

125 SW "E" Street

Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 219533.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Madras Municipal Airport Helipad Paving

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	\$ 3000.00	\$3000.00
Construction Survey	1	LS	\$ 800.00	\$800.00
Remove and Reset Edge Markers	1	LS	\$ 1200.00	\$1200.00
General Excavation	1	LS	\$ 16,500.00	\$16,500.00
Aggregate Base, 2" Thickness	6,115	SY	\$ 2.70	\$16,510.50
Level 3, ½ Inch ACP Mixture PG 70-28 Oil	6,115	SY	\$ 24.40	\$149,206.00
Longitudinal Pavement Markings, 1st Application	3,870	LF	\$.60	\$ 2,322.00
Longitudinal Pavement Marking, 2nd Application	3,870	LF	\$.60	\$ 2,322.00
"H" Pavement Marking, 1st Application	19	SF	\$ 20.00	\$380.00
"H" Pavement Marking, 2nd Application	19	SF	\$ 20.00	\$380.00
			TOTAL BID	\$192,620.50

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No. Date #0 Addendum No. Date _____

Addendum No. Date #0 Addendum No. Date _____

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: K3 Construction LLC
Printed Name of Individual: Phil Kauffman
Telephone Number: 541-777-4515
Facsimile Number: _____
Email Address: phil@k3groundwork.com
Address: 25 SW Elbe Dr Madras Or 97741

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Phil Kauffman _____
Dustin Kauffman _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this 26th day of March , 20 24 .

[Handwritten Signature]
Signature of Bidder

General Manager
Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation: _____

By: _____

Title: _____

BID BOND

Bond # _____

KNOWN ALL MEN BY THESE PRESENTS, that _____, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the

_____, hereinafter called the Obligee, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas the Principal herein is herewith submitting his/her or its bid for the **MADRAS MUNICIPAL AIRPORT HELIPAD PAVING PROJECT**, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this _____ day of _____, 20____.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

Phone Number: _____

CONTRACT

THIS AGREEMENT made as of the ____ day of _____, 20____ between

“CITY”:

City of Madras
125 SW “E” Street
Madras, OR 97741
Phone: 541/475-2344
Fax: 541/475-7061

and

“CONTRACTOR”:

“Contractor”
“Address”
“Phone”
“Fax”

for **“PROJECT”**: **MADRAS MUNICIPAL AIRPORT HELIPAD PAVING**

City and Contractor agree as set forth below:

The Contract Documents.

The following documents (the “Contract Documents”) form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Invitation to Bid
3. Information for Bidders
4. Proposal
5. Conditions of the Contract (General, Supplementary and other Conditions).
6. Drawings.
7. Specifications.
8. Payment and Performance Bonds.
9. Approved Submittals.
10. Addenda issued prior to, and all Modifications and Change Orders issued after execution of this Agreement.
11. Special Provisions

The Work.

The Contractor shall furnish all labor, tools, equipment, and services necessary to perform the following Work: **MADRAS MUNICIPAL AIRPORT HELIPAD** described in the Contract Documents.

Contractor shall perform all of the Work in strict accordance with and as required by the Contract Documents and in accordance with any instructions as issued by the City.

The Contract Sum.

City shall pay Contractor for the performance of the Work, subject to additions and deductions by Written Change Order as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____) (the "Contract Sum"). Monthly progress payments and final payment shall be made in accordance with the General Conditions.

Time of Commencement and Completion.

The Work shall be commenced on the date stipulated in a written notice issued to Contractor by City (the "Notice to Proceed"), and subject to authorized adjustments, Substantial Completion shall be achieved according to the schedule set forth in the specifications.

Should Contractor fail to complete performance of the Work within the time prescribed herein, the harm that will be caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City \$500 per day as agreed liquidated damages for the delay, not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the specified substantial completion date and the date the work is actually substantially completed by Contractor. Substantial work shall be completed by June 30, 2024 (the "Contract Time").

Suspension and Debarment.

Contractor shall fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any subcontract at any tier the requirement that the subcontractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000. Contractor, by signing this Agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor is unable to certify to the statements contained in this certification, they must provide an explanation as to why they cannot. Contractor shall provide immediate written notice to the Department if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contractor

agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled “**Suspension and Debarment**” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2CFR180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

Severability.

If any provisions of this Contract are found to be unenforceable by a court of competent jurisdiction, all other provisions of this Contract shall remain in full force and effect and the Contract shall be read and interpreted without the invalid provision.

Entire Agreement.

This contract signed by both parties, constitutes a final written expression of all of the terms of this agreement and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of this written agreement shall be given no force and effect.

City of Madras

Contractor

By: _____

By: _____

Title: _____

Title: _____

PERFORMANCE BOND

Bond # _____

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal and _____ hereinafter called
(Name of Surety)

Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
DOLLARS (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, 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 OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which the OWNER may suffer by reason of the Principal's failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, 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 way 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 the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2013.

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By: _____

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

By: _____
Attorney-in-Fact

(Address)

Name, phone number & address of agent: _____

PAYMENT BOND

Bond # _____

KNOWN ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
DOLLARS (\$ _____)

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

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the:

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 modification thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs of 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 a 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 there under of the SPECIFICATIONS accompanying the same shall in any way 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 Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each on of which shall be deemed an original, this _____day of _____, 20____.

ATTEST:

(Principal) Secretary

(Principal)

(SEAL)

By: _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

By: _____
Attorney-in-Fact

(Address)

(Address)

Agent name, phone number & address of agent: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE

Instructions for First-Tier Subcontractor Disclosure:

Bidders are required to disclose information about first-tier subcontractors who will be furnishing labor, or labor and materials, on the Project when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, whichever is greater, or (ii) \$350,000 regardless of the percentage of the total project bid, the bidder must disclose the following information about that subcontract either in its bid submission, or within two (2) hours after bid closing:

1. The subcontractor's name;
2. The category of work that the subcontractor would be performing; and
3. The dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

The attached first-tier subcontractor disclosure form must be utilized. **THE CITY WILL REJECT A BID IF YOU FAIL TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE** (see OAR 137-049-0360)

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)**

Prime Contractor Name K3 Construction LLC

PROJECT NAME: Madras Municipal Airport Helipad Paving

BID CLOSING: Date: March 26 2024 Time: 2:00 AM PM

REQUIRED DISCLOSURE DEADLINE: Date: March 26 2024 Time: 4:00 AM PM

INSTRUCTIONS:

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. See Invitation to Bid.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

Name	Dollar Value	Category of Work
(1) Western Protective Coating	\$5000.00	Striping
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): K3 Construction LLC

Contact name: Phil Kauffman

Phone No.: 541-777-4515

BID FORM

TO: PUBLIC WORKS DIRECTOR

Project Name: **Madras Municipal Airport Helipad Paving**

City of Madras

125 SW "E" Street

Madras, OR 97741

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein; that this Bid is, in all respects, fair and without fraud; and it is made without collusion with any official of the City of Madras, Madras, Oregon, hereinafter called City; and that this Bid is made without any connection or collusion with any person making another Bid on this Contract.

The Bidder further declares that he has carefully examined the project site and the Contract documents; is satisfied as to the quantities involved, including materials and equipment, and conditions of work involved; and that this Bid is made according to the provisions and under the terms of the Contract documents, which documents are hereby made a part of this Bid. Bidder acknowledges that bidder has read and understands the terms and conditions of the Bid Documents and accepts and agrees to be bound by the terms and conditions of the Bid Documents.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Bid. Bidder hereby states that Bidder agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

The Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

[Circle one.] Bidder (is) (is not) a resident of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

Construction Contractors Board Registry Number: 158479_____.

The Bidder agrees that if this Bid is accepted, Bidder will, within ten (10) days after notification of acceptance, execute a contract with the City in the form of Contract attached to the Invitation to Bid; and will, at the time of execution of the Contract, deliver to the City the Performance Bond and Payment Bond required herein, together with proof of required insurance; and will, to the extent of this Bid, furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract documents and required by the Business Manager.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Contract documents. Bidder further agrees to pay liquidated damages as set forth in the Contract documents for failure to complete within the specified time.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond, Payment Bond and proof of required insurance within ten (10) days after receipt of notification of acceptance of The Bid, the City shall retain the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders as liquidated damages and not as a penalty; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bonds as specified in the Contract documents.

Base Bid: Having become completely familiar with the local conditions and legal requirements affecting the cost of the work at the place where the work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the Bid Documents, titled:

Madras Municipal Airport Helipad Paving

Together with any addenda to such Bid Documents as listed hereafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities and services as necessary and/or required to execute all of the work described in the Bid Documents for the consideration:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
Mobilization	1	LS	\$ 28,500 ⁻	\$ 28,500 ⁻
Construction Survey	1	LS	\$ 3,500 ⁻	\$ 3,500 ⁻
Remove and Reset Edge Markers	1	LS	\$ 4,500 ⁻	\$ 4,500 ⁻
General Excavation	1	LS	\$ 26,000 ⁻	\$ 26,000 ⁻
Aggregate Base, 2" Thickness	6,115	SY	\$ 6 ⁻	\$ 36,690 ⁻
Level 3, ½ Inch ACP Mixture PG 70-28 Oil	6,115	SY	\$ 30 ⁻	\$ 183,450 ⁻
Longitudinal Pavement Markings, 1 st Application	3,870	LF	\$ 2 ⁻	\$ 7,740 ⁻
Longitudinal Pavement Marking, 2 nd Application	3,870	LF	\$ 2 ⁻	\$ 7,740 ⁻
"H" Pavement Marking, 1st Application	19	SF	\$ 18 ⁻	\$ 342 ⁻
"H" Pavement Marking, 2 nd Application	19	SF	\$ 18 ⁻	\$ 342 ⁻
			TOTAL BID	\$ 298,804⁻

Addenda Acknowledgement: The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No. Date	_____	Addendum No. Date	_____
<u>NONE</u>	_____	_____	_____
Addendum No. Date	_____	Addendum No. Date	_____
_____	_____	_____	_____

NOTE:

This Bid shall be irrevocable and open for acceptance for a period of sixty (60) days from the date of closing of bids. If notified in writing by the City of the acceptance of this Bid within sixty (60) days of the bid closing date, subject to such other period as may be specified in the Bid Documents, the Bidder shall execute the Contract between the City and Bidder no later than ten (10) calendar days after the City's acceptance of the Bid.

The name of the Bidder who is submitting this Bid is:

Firm Name: HIGH DESERT AGGREGATE & PAVING, INC
Printed Name of Individual: MIKE MOORE
Telephone Number: 541-504-8566
Facsimile Number: 541-548-7600
Email Address: mikem@highdesertaggregate.com
Address: PO BOX 1929, REDMOND, OR 97756

All communications concerning this Bid and with the Contract will be sent to Bidder at the above address, fax number or e-mail address.

The names of the principal officers of the corporation submitting this Bid, or of the partners or members of the partnership or limited liability company submitting this Bid, or of all persons interested in this Bid as principals, are as follows:

Michael T. Moore _____
Jeffery A. Schutte _____

(IF SOLE PROPRIETOR, PARTNERSHIP OR LIMITED LIABILITY COMPANY)

IN WITNESS HERETO, the undersigned has set his/her (its) hand this _____ day of _____, 20____.

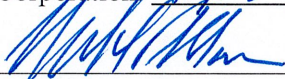
Signature of Bidder

Title

(IF CORPORATION)

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

Name of Corporation: High Desert Aggregate & Paving Inc.

By: 

Title: President

BID BOND

NOT REQUIRED

Bond # _____

KNOWN ALL MEN BY THESE PRESENTS, that _____, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the

_____, hereinafter called the Obligee, in the penal sum of _____ DOLLARS (\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas the Principal herein is herewith submitting his/her or its bid for the **MADRAS MUNICIPAL AIRPORT HELIPAD PAVING PROJECT**, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this _____ day of _____, 20____.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____

Phone Number: _____

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)**

Prime Contractor Name HIGH DESERT AGGREGATE & PAVING, INC

PROJECT NAME: MADRAS MUNICIPAL AIRPORT HELIPAD PAVING

BID CLOSING: Date: 3/26/24 Time: 2:00 AM PM

REQUIRED DISCLOSURE DEADLINE: Date: 3/26/24 Time: 4:00 AM PM

INSTRUCTIONS:

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. See Invitation to Bid.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

Name	Dollar Value	Category of Work
(1) <u>PAVEMENT PROTECTORS</u>	<u>15,196</u>	<u>PAVEMENT MARKING</u>
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): HIGH DESERT AGGREGATE & PAVING, INC

Contact name: MIKE MOORE

Phone No.: 541-504-8566

Madras Municipal Airport Helipad Paving
 Bids due March 26, 2024

K3 CONSTRUCTION				
Description	QTY	UNIT	UNIT PRICE	TOTAL PRICE
MOBILIZATION	1	LS	\$ 3,000.00	\$ 3,000.00
CONSTRUCTION SURVEY	1	LS	\$ 800.00	\$ 800.00
REMOVE AND RESET EDGE MARKERS	1	LS	\$ 1,200.00	\$ 1,200.00
GENERAL EXCAVATION	1	LS	\$ 16,500.00	\$ 16,500.00
AGG BASE 2" THICKNESS	6115	SY	\$ 2.70	\$ 16,510.50
LEVEL 3, 1/2 INCH ACP MIXTURE 70-28 OIL	6115	SY	\$ 24.40	\$ 149,206.00
LONGITUDINAL PAVEMENT MARKING, 1ST APPLICATION	3870	LF	\$ 0.60	\$ 2,322.00
LONGITUDINAL PAVEMENT MARKING, 2ND APPLICATION	3870	LF	\$ 0.60	\$ 2,322.00
"H" PAVEMENT MARKING 1ST APPLICATION	19	SF	\$ 20.00	\$ 380.00
"H" PAVEMENT MARKING 2ND APPLICATION	19	SF	\$ 20.00	\$ 380.00
TOTAL				\$ 192,620.50

HIGH DESERT AGG

UNIT PRICE	TOTAL PRICE
\$ 28,500.00	\$ 28,500.00
\$ 3,500.00	\$ 3,500.00
\$ 4,500.00	\$ 4,500.00
\$ 26,000.00	\$ 26,000.00
\$ 6.00	\$ 36,690.00
\$ 30.00	\$ 183,450.00
\$ 2.00	\$ 7,740.00
\$ 2.00	\$ 7,740.00
\$ 18.00	\$ 342.00
\$ 18.00	\$ 342.00
	\$ 298,804.00

CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **ORDINANCE NO. 983, AN ORDINANCE AMENDING THE MADRAS COMPREHENSIVE PLAN AND MADRAS DEVELOPMENT CODE TO CLARIFY RESIDENTIAL DENSITY STANDARDS AND CALCULATIONS**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the Council approve and adopt Ordinance No. 983.

OVERVIEW:

On February 27, 2024, the City Council held a public hearing and approved the proposed Comprehensive Plan and Development Code text amendments to implement the maximum residential density standard and directed staff to prepare the necessary adopting ordinance for Council consideration. The City Attorney has prepared Ordinance No.983 that includes the City of Madras amendment to the City's Comprehensive Plan and Development Code text amendments to establish a minimum and maximum density for the City's three residential zoning districts (R-1, R-2, & R-3).

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Ordinance No. 983

STRATEGIC GOAL:

N/A

ORDINANCE NO. 983

AN ORDINANCE AMENDING THE MADRAS COMPREHENSIVE PLAN AND MADRAS DEVELOPMENT CODE TO CLARIFY RESIDENTIAL DENSITY STANDARDS AND CALCULATIONS

WHEREAS, the City of Madras (“City”) adopted the Madras Comprehensive Plan (“Comprehensive Plan”) as the guiding document for land use planning and growth management;

WHEREAS, City adopted the Madras Development Code (“MDC” or the “Development Code”) to implement the Comprehensive Plan and regulate land uses and development within the City;

WHEREAS, City’s public facility master plans and housing need analysis, which are elements of the Comprehensive Plan, make assumptions of anticipated residential densities based on minimum and maximum densities in residential zones and based on whether lands are not buildable on account of such factors as steep slopes;

WHEREAS, City staff determined there were inconsistencies in the range of permitted residential densities and the manner of calculating residential densities between the Comprehensive Plan, planning documents incorporated as part of the Comprehensive Plan, and the Development Code;

WHEREAS, City filed the land use application identified as Planning File No. TA-23-1 (the “Application”) to amend the Comprehensive Plan and Development Code to provide for consistency in the permitted range of residential densities and the manner of calculating residential density;

WHEREAS, City provided appropriate notices to the Department of Land Conservation and Development, interested parties, and the public for the Application and a public hearing on the Application to be held by the City of Madras Planning Commission (“Planning Commission”);

WHEREAS, after holding a public hearing on February 7, 2024, and after fully deliberating the matter, the City’s Planning Commission recommended that the City Council approve the Application;

WHEREAS, City provided appropriate notices to interested parties and the public for a public hearing on the Application to be held by the Madras City Council (“City Council”);

WHEREAS, after holding a public hearing on February 27, 2024, and fully deliberating the matter, the City Council voted to approve the Application.

NOW, THEREFORE, the City of Madras ordains as follows:

SECTION 1: FINDINGS

- 1.1 The findings contained in the recitals and those found in the staff report delivered at the February 27, 2024, public hearing before City Council are hereby adopted and incorporated herein by reference. City Council finds that the proposed amendments are consistent with the City’s Comprehensive Plan and statewide land use goals and do not significantly impact any existing or planned transportation facilities.

SECTION 2: AMENDMENTS

- 2.1 The amendments to the Comprehensive Plan contained in the attached Exhibit A are hereby adopted.
- 2.2 The amendments to the Development Code contained in the attached Exhibit B are hereby adopted.
- 2.3 The provisions of the Comprehensive Plan and Development Code that are not amended or modified by this Ordinance No. 983 (this “Ordinance”) remain unchanged and in full force and effect. The amendments supersede any conflicting provisions and/or policies in any City enactment or adopted document. Staff are directed to take such actions as are necessary to incorporate and/or codify the adopted amendments into the Development Code.

SECTION 3: MISCELLANEOUS

- 3.1 Severability. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.
- 3.2 Corrections. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this _____ day of _____, 20 _____.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

EXHIBIT A
COMPREHENSIVE PLAN AMENDMENTS

[attached]

EXHIBIT A
AMENDMENTS TO COMPREHENSIVE PLAN

Added language in double underline

Deleted language ~~in-strikethrough~~

1. R-1 "Moderate Density Residential"

The Moderate Density Residential (R-1) zone is intended to provide opportunities for a variety of residential housing types at the most common residential densities in places where sewer and water services are available. The R-1 zone is intended to provide for residential uses, with a mix of single-unit detached dwellings and other housing types at a scale compatible with single-unit dwellings. It also provides opportunities for supporting public and institutional uses on a case-by-case basis. The intended residential density of the R-1 Zone is 4 – 7.3 dwelling units per gross acre as calculated and further refined in the Development Code.

2. R-2 "Higher Density Residential"

The Higher Density Residential (R-2) zone is intended to provide for a mix of housing types, with an emphasis on multi-unit residential and medium-scale attached housing types, and opportunities for limited neighborhood commercial uses. It also provides opportunities for supporting public and institutional uses on a case-by-case basis. It is suitable in areas where sewer and water service are available. It is most appropriate for areas in proximity to commercial areas and along or near major transportation and transit corridors. The intended residential density of the R-2 Zone is 7.4 – 21.7 dwelling units per gross acre as calculated and further refined in the Development Code.

3. R-3 "Planned Residential Development"

Planned Residential Development land use areas, as designated on the Comprehensive Plan Map, are intended to recognize and enhance areas of scenic quality and view amenities by allowing for flexibility in project design while providing for essential development standards. Within these areas development which is sensitive to the natural topography of the site, minimizes alterations to the land, and maintains and enhances significant natural resources, and is compatible with the surrounding development is encouraged. The intended residential density of the R-3 Zone is 4.6 – 21.7 dwelling units per gross acre as calculated and further refined in the Development Code.

EXHIBIT B
DEVELOPMENT CODE AMENDMENTS

[attached]

EXHIBIT B
AMENDMENTS TO DEVELOPMENT CODE

Added language in double underline
Deleted language ~~in-strikethrough~~

18.05.030 Definitions.

...

Maximum Density. Maximum housing densities are calculated based on gross acreage (i.e., including areas to be dedicated for rights-of-way, utility easements, etc., but excluding areas dedicated for public parks, portions of the site with slopes in excess of 25%, and portions of the site within the flood hazard area) of the subject property with fractional units rounded down to the next whole unit.

...

Minimum Density. Minimum housing densities are calculated based on gross acreage (i.e., including areas to be dedicated for rights-of-way, utility easements, etc., but excluding areas dedicated for public parks, portions of the site with slopes in excess of 25%, and portions of the site within the flood hazard area) of the subject property with fractional units rounded up to the next whole unit.

....

Table 18.15.040-3. Development Standards in the R-1, R-2, and R-3 Zones

Standard	Residential Zones			Limitations and Qualifications
	R-1	R-2	R-3	
A. Lot Size Requirements				
1. Minimum lot size (square feet)	7,500	7,500	6,000	Minimum lot size in this table applies to all new lots of record except for lots created as part of townhome or cottage cluster developments. For permitted housing types on this lot size see MDC Table 18.15.040-2 above.
2. Maximum lot coverage (percent of total lot area)	50%	50%	50%	See MDC <u>18.50.030</u> and <u>MDC 18.60.100</u> . See definition of lot coverage in MDC <u>18.05.030</u> , Definitions, for explanation of what portions of a building on a lot are included.
3. Minimum density see definition in MDC 18.05.030	4	4	7 <u>6</u>	A land division with the residential zones may create a remainder development lot in excess of one-half (1/2) acre only if approved as part of a phased subdivision.

{10340316-01655916;1}

4. Maximum density see definition in MDC 18.05.030	7.3	21.7	21.7
---	---------------------	----------------------	----------------------

...

Table 18.15.070-3. Development Standards in the C-1, C-2, and C-3 Zones

Standard	Commercial Zones			Limitations and Qualifications
	C-1	C-2	C-3	
B. Development Standards				
4. Minimum density (dwelling units per gross acre see definition in MDC 18.05.030)	N/A	12	12	Only applies to standalone residential uses. There is no maximum density.

...

18.30.191 Townhouse design and development standards.

...

(4) Development Standards.

...

(f) Density, ~~Minimum. (i) In the R-1 and R-3 zones: six dwelling units per acre.~~ [The minimum and maximum density in the applicable zone.](#)

~~(ii) In the R-2, C-2, and C-3 zones: 12 dwelling units per acre.~~

...

18.30.192 Cottage cluster design and development standards.

...

(4) Development Standards.

...

(c) Density, Maximum. ~~N/A~~ [The maximum density in the applicable zone.](#)

...

{10340316-01655916;1}

(d) Density, Minimum. ~~(i) In the R-1 and R-2 zones: four dwelling units per acre~~[The minimum density in the applicable zone.](#)

~~(ii) In the R-3 zones: seven dwelling units per acre.~~

~~(iii) In the C-2 and C-3 zones: twelve (12) dwelling units per acre.~~

...

18.60.100 Lot standards.

The size, width, and orientation of lots/parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot size provisions of the governing zoning district, subject to the following:

...

~~(1) Lot Sizes. Portions of a lot with slopes in excess of twenty percent (20%) will not be counted for purposes of meeting minimum lot sizes.~~

[\(1\) Steep Slopes. More than fifty percent \(50%\) of a lot or parcel must be comprised of slopes of less than twenty five percent \(25%\).](#)

CITY OF MADRAS
Request for Council Action

Meeting Date: April 9, 2024

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **CITY CIVIL ENGINEER SERVICES**
H.A. McCoy Engineering and Surveying, LLC

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council approves the City Civil Engineering Services contract with H.A. McCoy Engineering and Surveying, LLC.

OVERVIEW:

The staff solicited for civil engineering services as the existing contract will expire June 28, 2024. The staff received two proposals; AKS Engineering and Forestry and H.A. McCoy Engineering and Surveying, LLC. The proposals were scored independently by four individuals in the public works department in accordance with the state's public contracting rules for engineers. H.A. McCoy Engineering and Surveying LLC received the highest score. The staff recommends awarding the contract to H.A. McCoy Engineering and Surveying, LLC for City Civil Engineering services until June 30, 2029.

STAFF ANALYSIS:

The public works department retains an on-call engineer to provide design services for City projects as well as aid the Public Works Director in development plan reviews from time to time. Work is issued in two ways to the engineer, either as a time and materials for on-call services at their hourly rates identified in the contract, or on a task order basis. Under the task based scenario, the public works staff contacts the engineer and provides them with details to put together a scope and fee for a specific project. If the Public Works Director and the engineer are able to come to consensus on the proposed scope and fee a task order is issued. If the task order is over \$25,000 then it will go to Council for consideration. If the task order is under \$25,000 then it will go to the City Administrator for consideration.

FISCAL INFORMATION:

- TBD; on an as-needed basis, and depends on specific work tasks that are issued to the consultant

SUPPORTING DOCUMENTATION:

- Professional Services Agreement between H.A. McCoy Engineering and Surveying, LLC and the City of Madras
- Proposal from AKS Engineering and Forestry
- Proposal from H.A. McCoy Engineering and Surveying, LLC
- RFP for City Civil Engineering Services
- Consultant Evaluation Analysis

STRATEGIC GOAL:

PROFESSIONAL SERVICES AGREEMENT – CITY CIVIL ENGINEERING SERVICES

This Professional Services Agreement – City Engineering Services (this “Agreement”) is made and entered into effective on July 1, 2024 (the “Effective Date”) between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SE E Street, Madras, Oregon 97741, and H.A. McCoy Engineering and Surveying, LLC (“Contractor”), an Oregon limited liability company, whose address is P.O. Box 533, Redmond, Oregon 97756

RECITAL:

Contractor will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Engineer Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following engineering services for and on behalf of City (collectively, the “Services”): (a) those engineering services described in the attached Schedule 1.1; (b) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described in the attached Schedule 1.1; and (c) such other engineering and related services requested by City from time to time. Contractor will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City’s public works director (“PWD”) (or his or her designee) and perform the Services under the general direction of the PWD (or his or her designee) and/or council, and (z) devote such time and attention to the performance of the Services as necessary to perform the Services in accordance with this Agreement. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Request for Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those Services requested by City from time to time. Upon City’s identification of any necessary Services, City and Contractor will discuss the Services, including, without limitation, the anticipated fees and schedule for completing the Services (the “Consultation”). After Consultation, Contractor will provide City a written proposal for the applicable Services consistent with the Consultation (each a “Request for Services”), which Request for Services will contain a description of the applicable Services, Contractor’s proposed fees (including a not-to-exceed amount) for performing the Services, and a schedule for Contractor’s completion of the Services. Within ten (10) days after City’s receipt of the applicable Request for Services, City will (a) accept and approve the Request for Services and authorize Contractor to complete the Services described in the Request for Services, (b) negotiate with Contractor to modify the Request for Services, or (c) reject the Request for Services; provided, however, City’s rejection of a Request for Services will not constitute a breach by Contractor and/or City under this Agreement. Contractor will perform the Services described in each Request for Services which has been

accepted and approved by City and Contractor in accordance with and subject to this Agreement and the Request for Services. No Request for Services will be binding and enforceable unless and until the Request for Services is accepted and approved by City and Contractor. If accepted and approved by City and Contractor, the Request for Services will not invalidate this Agreement but will be attached to, and become part of, this Agreement.

1.3 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor for the Services at the fees and hourly rates identified in the fee schedule attached hereto as Schedule 2.1, which hourly rates may be modified no more than once annually upon the parties' prior and mutual written agreement. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed the amount(s) City and Contractor agree upon in the applicable Request for Services or otherwise.

2.2 No Benefits; Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. City will reimburse Contractor for Contractor's reasonable transportation (automobile), lodging, and related expenses incurred by Contractor in connection with Contractor's performance of the Services (mileage will be reimbursed at the then-current IRS standard mileage rate) upon Contractor providing City with actual receipts and City's verification of Contractor's reasonable expenses.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon laws. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Contractor will perform the Services diligently, in good faith, in a professional manner, with the care and skill ordinarily used by engineers practicing under similar circumstances within Central Oregon, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be materially accurate, complete, unambiguous, prepared properly, and in compliance with the Laws. Contractor acknowledges and agrees that City is not responsible for discovering deficiencies in the technical accuracy of the Services. Contractor will promptly correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City-furnished information and documentation (and Contractor was acting reasonably in relying upon such deficient information and documentation).

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) errors and omissions insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (e) employer liability insurance with limits of not less than \$500,000 per occurrence and in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City,

will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning Contractor, this Agreement, and/or the Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

4.5 Indemnification. Contractor will defend, indemnify, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, to the extent caused and resulting from or arising out of the following: (a) damage, injury, and/or death to person or property to the extent caused by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's members, managers, officers, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or

earlier termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit within ten (10) days after City's request.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city recorder of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city recorder of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June, 30 2029, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

5.2 Termination by Mutual Agreement or Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by either party for convenience and without cause by providing the other party thirty (30) days' prior written notice of such termination.

5.3 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty

or conduct that reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

5.4 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

5.5 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents

and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:

City of Madras,

an Oregon municipal corporation

CONTRACTOR:

H.A. McCoy Engineering and Surveying,
LLC,

an Oregon limited liability company

By: Mike Lepin

Its: Mayor

By: Hayes A. McCoy

Its: Owner

Federal Tax Id. No.: 93-6002202

Federal Tax Id. No.: 46-4238560

Schedule 1.1
Scope of Services

Contractor will perform the Services on an as-needed basis, subject to and in accordance with the terms and conditions contained in this Agreement. Contractor will be available as necessary for consultation. City does not guaranty any minimum hours of service or schedule.

Subject to the terms and conditions contained in this Agreement, Contractor will perform the following engineering and related services for and on behalf of City in two ways:

1. Miscellaneous Services. City may require Contractor to perform engineering services for day-to-day issues. This may include, without limitation, the following services:

- Attend city council meetings.
- Coordinate and work with City staff.
- Review plans and specifications for development in the City.
- Troubleshoot City facilities and make recommendations for improvements.
- Provide planning for City facilities.
- Review City rate structures and make recommendations.
- Respond to all manner of general civil engineering requests.
- Preparation of standards and guidelines.
- Act as a liaison to the Department of Environmental Quality and other agencies as required.
- Provide back up to the Public Works Director when needed.

For Miscellaneous Services, Contractor will provide basic services to City on a time and materials approach unless other arrangements or agreements are made under this Agreement or the applicable Request for Services.

2. Request for Services. City may direct Contractor to undertake specific projects for City that have a defined scope of work, are relatively larger in scale, and/or for any other reason City desires to assign the work on a task-basis to Contractor. Subject to the terms and conditions contained in this Agreement, Contractor will perform such services subject to and in accordance with this Agreement and the Request for Services procedures contained in Section 1.2.

Schedule 2.1
Fee Schedule

Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services at the following fees and hourly rates, which rates are subject to adjustment in accordance with the terms and conditions contained in this Agreement:

1. Miscellaneous Services.

PROFESSIONAL ENGINEER/SURVEYOR I	\$150.00 HR
ENGINEERING TECHNICIAN I	\$90.00 HR
ENGINEERING TECHNICIAN II	\$110.00 HR
ADMINISTRATIVE	\$40.00 HR
2-MAN, SURVEY CREW	\$140.00 HR
1-MAN, SURVEY CREW	\$100.00 HR

2. Request for Services. Contractor will perform Services pursuant to a Request for Services at the fixed fees and/or hourly rates identified in the applicable Request for Services, as approved by City.



CITY OF MADRAS

**City Civil Engineer Services
Request for Proposals**

City of Madras
Attn: Jeff Hurd, Public Works Director
125 SW E Street
Madras, OR 97741
(541) 475-2344

Completed March 26, 2024

**AKS Engineering
& Forestry, LLC**

Brian Wilkinson, PE, Principal
2777 NW Lolo Drive, Suite 150
Bend, OR 97703

(541) 408-4960
wilkinsonb@aks-eng.com

Exhibit B
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, A bidder or proposer that competes for or is awarded a public contract may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 (Certification as disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business).

By signature of the authorized representative of the proposer, the proposer hereby certifies to City of Madras that this proposer has not discriminated against minority, women, or emerging small business enterprises will not discriminate against minority, women or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, will not so discriminate.

Date: March 26, 2024

Signature: 

Printed or Typed Name: Brian Wilkinson, PE, Principal

Name of Firm: AKS Engineering & Forestry, LLC

March 26, 2024



City of Madras
Attn: Jeff Hurd, Public Works Director
125 SW E Street
Madras, OR 97741

**RE: CITY OF MADRAS CITY CIVIL ENGINEER SERVICES RFP
RESPONSE TO REQUEST FOR PROPOSALS**

Dear Jeff and members of the selection committee:

AKS Engineering & Forestry, LLC (AKS) is pleased to present our proposal for the City of Madras (City) City Civil Engineer Services (City Engineer). We hold City Engineer contracts serving municipalities of similar size to the City of Madras, including Cities of Yamhill, Keizer, Bay City, Turner, and Monmouth. Our task orders under these contracts include, but are not limited to, private and public development plan review, preparing staff reports for the Public Works Departments, coordinating master plan updates, providing grant application support, supporting construction inspection efforts, and designing and managing capital improvement projects including domestic water, sewer, stormwater, transportation, Americans with Disabilities Act (ADA) corridor upgrades, and park improvements—all of which are important needs for the City moving forward.

AKS INSURANCE INFORMATION

Insurance	Aggregate
Professional Liability	\$2M \$3M
General Liability	\$1M \$2M
Automobile	\$1M \$1M
Employer Liability	\$1M \$1M
Worker's Compensation	\$1M \$1M

Cost benefit to the City. Choosing AKS as your City Engineer will connect you with experienced technical staff who can provide a comprehensive approach to any and all upcoming project needs. The City will have direct access to a multidisciplinary firm of professionals that are skilled in civil engineering, surveying (land, aerial, and water), land use planning, natural resources, landscape architecture, water resources, geographic information systems (GIS) mapping, construction management and inspection, water rights acquisition, arboriculture, and forestry/forest engineering.

Our local office is approximately an hour drive from the City. The successful delivery of on-call services relies heavily on the ability to efficiently coordinate and communicate with City officials and meet on site with little advanced notice. For more than 27 years, AKS has provided on-call and city engineer services to local agencies throughout Oregon, and we are accustomed to delivering services under these agreements. In total, AKS is currently working with 40 local agencies under on-call or engineer of record agreements. AKS staff can be on site with little advanced notice to respond to emergency field issues and unanticipated requests for support.

I will serve as your City Engineer and primary point of contact for AKS and Matt Steigleder, PE will support me as an Assistant City Engineer to ensure you have multiple contacts at a moment's notice. I can be reached by phone at (541) 317-8429 or by email at wilkinsonb@aks-eng.com. As a Principal of AKS, I am authorized to negotiate and sign any contract that may result from this proposal. We are excited to continue to grow our successful relationship with the City of Madras and help achieve your community goals.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

Brian Wilkinson, PE
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
wilkinsonb@aks-eng.com

Matt Steigleder, PE
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
steiglederm@aks-eng.com

SECTION B1:

Professional Qualifications of Project Team

INTRODUCTION TO AKS

For 27 years, AKS Engineering & Forestry, LLC (AKS) has provided engineering, surveying, construction support, and other professional services to public entities similar to the City of Madras throughout Oregon. In 2017, AKS opened our Bend office to better serve our clients in Central Oregon. We have a unique combination of strengths for on-call contracts exemplified by our personnel qualifications, project experience, and ongoing working relationships with a variety of jurisdictions. These unique advantages, highlighted throughout our statement of qualifications, enable us to stand out from other firms in the region.

We are a multidisciplinary firm with seven offices in the Pacific Northwest, including Tualatin, Keizer, Bend, and The Dalles in Oregon; and Vancouver, Kennewick, and White Salmon in Washington. With Brian Wilkinson, PE, as your primary point of contact, the City will have access to more than 360 professionals specializing in civil engineering, surveying, natural resources, arboriculture, forestry, land use planning, construction support, permitting, water rights, geographic information systems (GIS), and landscape architecture services.

DEPTH OF RESOURCES AND EXPERTISE NEEDED TO DELIVER ON-CALL SERVICES

AKS has successfully partnered with the City and other local jurisdictions throughout Central Oregon on numerous projects. We are adept at providing engineering services to enhance community well-being and supporting infrastructure upgrades that improve the local economy, transportation accessibility, pedestrian mobility, community presentation, public health and safety, and citizen welfare. The successful delivery of on-call services relies heavily on the ability of a firm to quickly coordinate and communicate with City officials and have the capacity to meet on-site with little advance notice.

OUR LOCAL OFFICE

With 30 staff members in Bend—including field surveying and project engineering—our experienced team will bring efficiency to a project of this size, and ensure a high level of quality and cost control. The professional staff in our local Bend office are especially familiar with Central Oregon and have coordinated extensively with all local agencies and are well known to agency staff.. They have extensively coordinated with agencies and possess outstanding knowledge of applicable local codes and requirements.

LICENSED TO WORK IN THE STATE OF OREGON

AKS is a legally registered Limited Liability Company (LLC) with the State of Oregon and has the ability and legal right to enter into a Personal Services Agreement with the City of Madras.

GOOD LEGAL STANDING

AKS is insured at a level consistent with limits defined in the Request for Proposals (RFP). We are in good legal standing with the State of Oregon and Oregon State Board of Examiners for Engineering & Land Surveying (OSBEELS).

AN EQUAL OPPORTUNITY EMPLOYER

AKS is an equal opportunity employer and will continue to adhere to our policy of providing equal employment opportunities for all qualified applicants and existing employees without regard to race, religion, color, national origin, sex, age, marital status, mental or physical handicap, political affiliation, or other protected status. All personnel actions, including recruitment, selection, hiring, training, transfer, promotion, termination, compensation, and benefits conform to our policy to further the principle of equal employment. AKS is a drug-free workplace and has a drug and alcohol policy in place that is acknowledged by all employees upon beginning work at AKS.

AKS has over 360 employees, trained across multiple disciplines.

- **42 OR-registered Professional Engineers**
- **12 OR-registered Professional Land Surveyors**
- **4 Landscape Architects**
- **6 Natural Resource Specialists**
- **7 Certified Tree-Risk Assessors**
- **24 Construction Managers/Inspectors**



PROPOSED PROJECT TEAM

By selecting AKS to service your on-call needs, you will gain access to a dedicated and consistent team of professionals with significant experience working together to meet your needs. We are proposing **Brian Wilkinson, PE, as your Civil City Engineer**. Brian is an Oregon-licensed Professional Engineer (License Number 60130PE) and has 25 years of experience designing and constructing public roadway and utility infrastructure projects. As a Bend resident and AKS office manager, Brian has extensive experience preparing plan, specification, and estimate documents for public improvements and routinely manages infrastructure projects from planning through construction. He will have the full breadth and depth of AKS' in-house resources available to support him in meeting the City's needs. Brian will be supported by a multidisciplinary team, including **Matt Steigleder, PE**, also an Oregon-licensed Professional Engineer (License Number 86006PE). Matt is a project manager and civil engineer with 13+ years of experience designing complex urban, and rural public improvement projects for various cities, counties, and state departments of transportation and various local agencies.

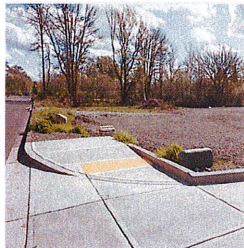
SIMILAR PREVIOUS WORK

AKS is very familiar with the local, state, and federal laws and regulations governing public water, wastewater, stormwater, and transportation systems, including operation, construction, and maintenance of municipal systems. Our team has worked together to update jurisdictional design and construction standards, review development infrastructure plans, and deliver projects that include site development; traffic signals; transportation-related improvements; park, trail, pedestrian, bicycle, and Americans with Disabilities Act (ADA) improvements; transit systems; pavement design; and new and improved water, sewer, and stormwater systems under more than 50 local agency on-call contracts. In addition to City standards, our team also brings a comprehensive understanding of relevant Federal Highway Administration (FHWA), Oregon Department of Transportation (ODOT), and American Association of State Highway and Transportation Officials (AASHTO) requirements.

"ODOT WANTS TO THANK YOU FOR YOUR SERVICE AND HELP TO ACCOMPLISH OUR MISSION DURING THE PAST COUPLE OF YEARS...YOUR PATIENCE AND PERSISTENCE IN FINDING WAYS TO SOLVE SOMETIMES DIFFICULT ENGINEERING PROBLEMS IN AN URBAN ENVIRONMENT WAS EVIDENT."*

Mike Darling, RG
Sr. Transportation Project Manager

*In reference to Matt's involvement on recent US20: Mervin Sampels-Greenwood project.



AKS Firm & Contact Information

FIRM NAME:

AKS Engineering & Forestry, LLC

PRIMARY CONTACT:

Brian Wilkinson PE, Principal
Principal-in-Charge

P: (541) 317-8429

E: wilkinsonb@aks-eng.com

YEARS IN BUSINESS:

27

NUMBER OF EMPLOYEES:

360

LICENSED IN:

OR, WA, and 14 other states

PROXIMITY OF AKS OFFICES TO MADRAS:



Our proposed key team members bring a wealth of relevant and local experience to Madras.

Our greatest asset is our dedicated and experienced staff who offer a variety of services in-house. We understand that no single person can successfully complete a project, and our collaborative approach is pivotal in providing work under on-call contracts requiring immediate response, careful resource allocation, and consistent communication. AKS has an excellent track record for guiding and supporting our clients through the project delivery process from feasibility through cost estimating, design, and construction. Since AKS offers an array of professional services in-house, if additional resources are needed, we are able to maximize design efficiency and remain flexible as a project's scope evolves, saving time and money on your project. Our team in Bend has collaborated on dozens of projects in Central Oregon over the past decade which provides you with a cohesive and familiar partnership and team. Below are short bios for Brian and Matt which demonstrates their relative experience and abilities to serve the City as City Engineer.



Brian Wilkinson, PE

PRINCIPAL-IN-CHARGE & PROJECT MANAGER
BS, CIVIL ENGINEERING, OREGON STATE UNIVERSITY
PROFESSIONAL ENGINEER: OREGON (#60130PE)
Proposed Civil City Engineer

Brian is an AKS principal and licensed civil engineer in Oregon and brings more than 25 years of experience designing public infrastructure, capital improvements, as well as private development projects. He is adept in designs that include water and wastewater systems, stormwater facilities, street and roadway improvements, accessibility and Americans with Disabilities Act (ADA) improvements, and site grading. With his extensive knowledge and experience in public and private developments, he has a unique understanding of how disciplines tie together throughout a project.

As a Bend resident and AKS office manager, Brian is extremely familiar with Central Oregon and development trends in the area. He contributes and oversees all projects out of the Bend office, including the direct appoint from City of Bend to plan and subdivide the city's 400-acre Juniper Ridge Industrial Park. Throughout his career, Brian has designed countless miles of roadways and sidewalks with hundreds of ADA ramps, while incorporating rapidly evolving Public Right-of-Way Accessibility Guidelines (PROWAG) design standards.

Brian is exceptionally qualified to provide engineering services for the City, along with a talented team of support staff. He is an excellent communicator, has extensive experience working with public agencies and contractors throughout Oregon, and regularly performs QA/QC for all projects in the Bend office. He is relied upon for his keen eye for detail and ability to identify constructability issues before they become a problem in the field. Brian is committed to ensuring reliable and effective resources are always available to support the City.



Matt Steigleder, PE

PROJECT ENGINEER & PROJECT MANAGER
BS, CIVIL ENGINEERING, OREGON STATE UNIVERSITY
PROFESSIONAL ENGINEER: OREGON (#86006PE)
Proposed Assistant Civil City Engineer

Matt is a project manager and licensed civil engineer with 13 years of experience designing complex urban, and rural public improvement projects for state departments of transportation and local agencies. His experience continues with development reviews, water, stormwater, wastewater, and parks improvement projects. Matt has designed and drafted plans and specifications for public and private infrastructure, residential and commercial development, and has coordinated project schedules and budgets through project design and construction phases.

Matt is a resident of Bend and regularly tracks development throughout Central Oregon to stay abreast of upcoming work in the area. He has extensive technical knowledge in numerous aspects of civil engineering, including infrastructure, street repairs, culvert and underground utility repairs, ADA curb ramps, full roadway street section improvements, and pedestrian safety. Matt has led multiple Safe Routes to School (SRTS) projects which includes coordination for Rectangular Rapid Flashing Beacons (RRFB) installation.

Matt works alongside Brian Wilkinson in the Bend office as his senior project manager and is relied upon for reviewing plans, coordination with contractors, as well as identifying and addressing construction issues in the field. He is well known for his organizational skills and ability to juggle multiple projects at once through substantial completion. Matt is committed to the City and will be available to address any requests in the event Brian is out of the office.

AKS ADDITIONAL SUPPORT TO CITY ENGINEER

**JOEY SHEARER, AICP | Principal | Sr. Land Use Planner**

Joey brings over 13 years of exceptional knowledge of land use planning, development, and real estate, including the last 7 years as a city, county, and private sector land use planner. He is well-versed in all facets of land use planning and efficiently leads our Bend planning team. Joey is known for his ability to communicate with stakeholders and his excellent communication and presentation skills.

**BRANDON ROHRBACH, PE | Project Engineer**

Brandon is a project engineer located in our Bend office. He brings over 8 years of experience in the industry specializing in roadway, utility, and drainage design. Brandon has worked on several public projects for municipalities and is adept in infrastructure improvements, roundabout design, and utility coordination. Brandon is known for his ability to overcome design challenges and ensure client satisfaction.

**CARLY SMOKE, PE | Project Engineer**

Carly is a project engineer with over 9 years of experience in the industry. She is a gifted engineer who specializes in the design of roadway and utility infrastructure to support some of our largest projects out of our Bend office. Carly has developed exceptional relationships with utility companies and is on a first name basis with local franchise utility providers. She is known for her creative and passionate work in Central Oregon.

**JACOB CARSON, PLS | Project Surveyor**

Jacob is a crew leader and project surveyor out of our Bend office and has been in the industry for over 20 years. His expertise includes researching and performing boundary surveys, topographic surveys, record of survey and exhibit map preparation, and construction staking. Jacob is relied upon for his efficiency and ability to lead his team on all survey-related projects, both public and private.

**ZACK HALSTEAD, PE, CPHC, ENV SP, CSECL | Construction Inspector**

Zack is a civil engineer and construction inspector with 12 years of experience in the design and construction industry. He has extensive experience with sewer and storm pipeline rehabilitation and replacement, potable water improvements, and streetscape enhancements. He is known for his thorough constructability reviews and quality control inspections of public infrastructure improvements.

**KIRSTI HAUSWALD, RLA, LEED® AP | Landscape Architect**

Kirsti is a creative and thorough landscape architect that's been with AKS since 2007. She has provided master planning and landscape design services for hundreds of projects throughout Oregon and Washington. Kirsti is well known for her landscape, irrigation, and streetscape designs, site analyses, and public presentations. She specializes in special needs park and play area designs, frontage improvements, and sports complexes.

**STACEY REED | Sr. Associate | Sr. Environmental Specialist**

Since 2003, Stacey has provided wetland and waters delineation, mitigation design, and DSL/USACE wetland removal-fill permitting services to public and private clients throughout Oregon. She has never had a wetland delineation report rejected or deemed incomplete by DSL, and has never had a DSL or USACE permit denied. She is relied upon for her expertise and thorough understanding of local, state, and federal requirements.

**BRUCE BALDWIN, CPESC, LEED® AP | Sr. Certified Arborist**

Bruce is a senior certified arborist, forester, and engineering designer with more than 20 years experience. His expertise includes evaluation of hazard trees, preparation of tree protection plans, and field inspection of excavation in tree root zones during construction. Bruce is an exceptional liaison between contractors and project engineers, and ensures compliance with local government standards during site inspections.

**BILL HINES | GIS Specialist**

Bill has over 18 years of experience providing geographic information systems (GIS) services for public and private projects throughout the Pacific Northwest. He specializes in advanced geospatial analysis and modeling, aerial photography and satellite imagery analysis, and custom web map development. Bill has assisted several municipalities with GIS support for infrastructure maintenance and operations.

**RICHARD WALKER, PE | Independent QA/QC Reviewer**

Richard is an AKS principal and project manager with over 18 years of experience designing and preparing construction documents for public infrastructure, capital improvements, and private development projects that include, among other things, water and wastewater systems, stormwater facilities, street improvements, ADA improvements, park improvements, and site grading. Richard manages AKS' Engineer of Record contracts for the Cities of Kiezer, Turner, and Monmouth. As City Engineer, Richard provides a holistic perspective and understands city's concerns and priorities, as well as the private property owners and developer's viewpoints.

PROVEN EXPERIENCE

Civil engineering is at the core of the services that AKS offers. We work on dozens of water, wastewater, stormwater, and transportation projects every year for clients including the Cities of Bay City, Yamhill, Forest Grove, Cornelius, Hillsboro, Newberg, Wilsonville, Lake Oswego, Milwaukie, Salem, Keizer, Turner, and many others. Because we also work with developers to provide similar services, we have a strong understanding of the standards and regulations that govern private development and can provide thorough plan reviews for the City.

Our internal quality assurance and quality control (QA/QC) process allows us to uphold our detail-oriented standards while moving projects through design and construction efficiently. AKS will rely on our working relationships with a variety of local specialty firms for larger projects or specialized expertise in areas AKS does not offer in-house, as needed.

SUBCONSULTANTS

Although AKS provides small-scale mechanical, electrical, structural, and traffic engineering services for our clients, we will call upon the expertise of specialized firms for these services if project scope dictates complex or large-scale improvements. We have exceptional working relationships with a variety of local specialty firms for larger projects, including, but not limited to, Kittelson & Associates (traffic), DKS Associates (traffic), Bend Structural Engineering (structural), Solera (MEP), WEST Consultants (hydraulic modeling), Carlson Geotechnical (geotechnical engineering), and GRI (geotechnical engineering).

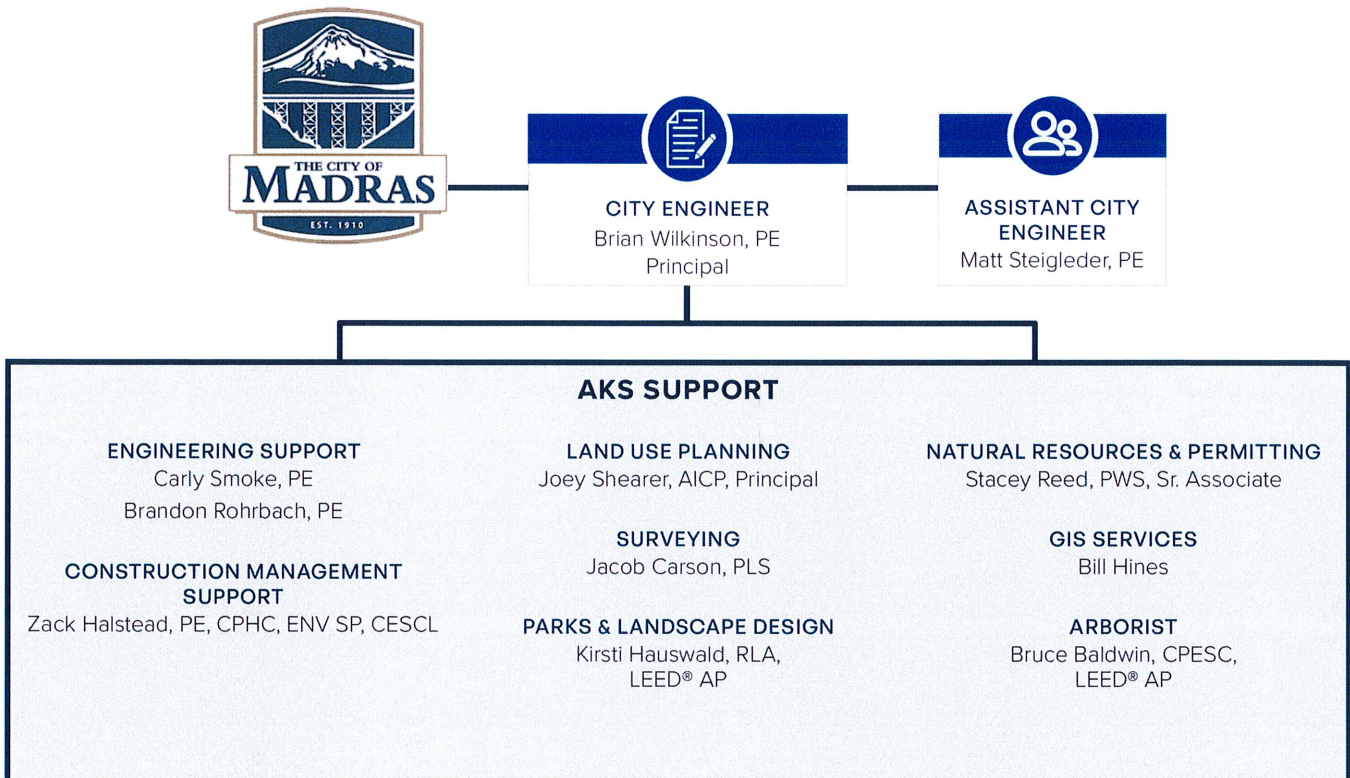
SINGLE POINT OF CONTACT TO ENHANCE COMMUNICATION & RESPONSIVENESS

Brian Wilkinson, PE, will be the City's primary point of contact and will oversee all projects completed under this agreement. Assigning a primary point of contact will simplify communication between the City, AKS, and other stakeholders. Brian will guarantee absolute transparency, rapid and decisive response to City needs, and a clear singular message for our multidisciplinary team of technical professionals.

In collaboration with the assigned project manager, he will be in regular contact with City staff to keep them up to date on the status of their projects and will be held accountable to the City's staff for the success of projects. Based on his knowledge of the City's needs, Brian will assign the appropriate project manager, technical staff, and subconsultants. All technical staff and subconsultants will report directly to the project manager. Brian will work with the AKS project manager to ensure that our team is the appropriate size and has the proper level of experience. Brian will ensure that data are coordinated between project team members and that tasks proceed on schedule and within budget.

TEAM ORGANIZATION

The organizational chart below highlights our proposed project team members and support staff, as well as our extended team of experts located in other offices and are available just a phone call away.



SECTION B2:

Experience and Expertise

AKS' work with small and mid-size communities gives us an excellent understanding of how laws and regulations affect development and other project decisions. The project descriptions provided below showcase the variety of projects we have managed and designed under on-call engineering, city engineer, and engineer of record contracts for local municipalities, the State of Oregon, and federal regulatory and funding agencies. These projects include a very short list of our experience in water, wastewater, simple transportation systems, drainage facilities, and general municipal engineering services.

**City of Keizer, OR
CITY ENGINEER**

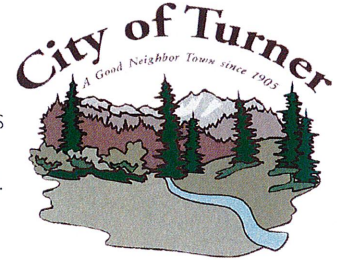


As City Engineer, we have worked closely with City staff and provided many types of support services for well over a decade. We assist in securing easements and rights-of-way for critical infrastructure, attend and participate in City Council and Planning Commission meetings when requested, perform technical review of private development projects, prepare and support important infrastructure grant requests, and assist in the creation and updating of codes, standards, and other city requirements. We regularly prepare staff reports and recommendations, attend pre-application meetings, site visits, and provide full spectrum engineering review for private development civil engineering plans.

AKS has assisted the city with many projects over the years, including the following:

- » River Road Rehabilitation and ADA Improvements
- » Dearborn Bridge Replacement
- » Keizer Rapids Park Restroom Facilities
- » Terrace Green Storm Drain Replacement
- » Annual Water Line Upgrades and Replacements
- » Annual Storm Drain Replacements and Repairs
- » Keizer Station Areas B & C
- » 14th & Lockhaven Right Turn Lane & Street Improvements
- » Otter Way Storm Drain Outfall Repair
- » Keizer Rapids Park Multi-Use Pathway
- » ADA Compliance Study
- » Verda Lane Widening
- » McNary Pump Station Easement
- » GIS Support
- » Harmony Drive and Trail Avenue Intersection
- » Annual Pavement Resurfacing
- » Meadows Well Filtration
- » Citywide Curb Ramp Replacements
- » Chemawa Road Rectangular Rapid Flashing Beacon (RRFB)
- » Keizer Rapids Turf Fields Upgrade
- » Chemawa Road Sidewalk Replacement
- » Claggett Creek Park Wetland Delineation
- » Safe Routes to School
- » City Hall Evidence Storage Building
- » Lockhaven Drive RRFB at McNary
- » Keizer Rapids Park Pickleball Courts
- » Willow Lake Storm Realignment
- » Water System Filtration Improvements

**City of Turner, OR
CITY ENGINEER**



As City Engineer for the City of Turner, AKS has provided services for a wide variety of capital improvement projects since 2018. A few of the services provided by AKS have included project management, final engineering, bid assistance, and construction administration.

Turner Distribution Main

The City of Turner is a wholesale water customer of the City of Salem. To mitigate risk of algal toxin exposure to customers, Salem is changing Turner's water source to a reservoir that sits at a lower elevation than the city's current source. The change results in a significant drop in static pressure for many Turner customers and reduces available fire flow. AKS was engaged to develop a strategic plan to reduce impacts of the pressure change and maintain adequate levels of fire protection throughout the city. AKS worked with the Cities of Turner and Salem to conduct hydrant flow tests at critical locations to evaluate the effect of the pressure change. The hydrant flow data was used to develop and calibrate a water system model in WaterCAD software. AKS modeled several improvement scenarios and developed a strategy for the modified distribution system that provides the City of Turner with a lower operational cost and a more reliable system. This project ultimately will include construction of a booster pump station and upsizing nearly 5,000 LF of water main.

To date, AKS has completed more than 45 projects for the city, including:

- » Riva Ridge Water Line Improvements
- » Lower Water Booster Pump Station and Distribution
- » Turner Sanitary Sewer System I&I Study
- » Val View Stormwater Repair
- » Chicago and 3rd Street Sidewalk Upgrades
- » Seismic Risk Assessment and Mitigation Plan
- » Val View Drive Road Improvements
- » Chicago Street Storm Drain Upsizing
- » Small City Allotment Grant Support
- » Safe Routes to Schools Grant Support
- » Mill Creek Levee Assessment & Bypass
- » Urban Growth Boundary Expansion Support
- » Turner Elementary Safe Routes to School
- » South Turner Industrial Zone Feasibility

City of Yamhill, OR

CITY ENGINEER

AKS has served as the City Engineer for the City of Yamhill since 2014. Under this contract, AKS has designed water system improvements including an 8-inch water line that now connects two existing dead-end lines to improve water quality and add fire flow capacity for the city; designed 1,400 linear feet of 12-inch water main that included three fire hydrants and replacement of 10 residential water services; and designed replacement of 14,900 feet of 10-inch asbestos concrete water main with 18-inch main. In addition to design documents, AKS has provided construction support services; coordinated with stakeholders; prepared cost estimates, construction plans, specifications, and contract documents; developed a water system GIS model, and other services.

Some projects we have assisted the City of Yamhill with include the following:

- » Water Plant Treatment Basin Addition
- » West 1st Street Improvements
- » City Limits & Urban Growth Boundary Legal Description and Map
- » City GPS-GIS Mapping and Surveying
- » Public Improvements Associated with School Bond Project
- » Pike Road Water Booster Pump Station
- » Wastewater Treatment Plan and Access Road Realignment
- » Off-Site School Water Main Extension
- » SDC Rate Study
- » Water Master Plan Review
- » Grant Preparation and Support
- » Yamhill Upper Transmission Main
- » E 3rd Street Water Main Replacement
- » Transmission Line and Impound Dredging

City of Metolius, OR

CITY ENGINEER

Tenneson Engineering Company (TEC), an AKS company, has served, and continues to serve, as the City Engineer for the City of Metolius. We have been providing services for a wide variety of capital improvement projects, including planning review of City ordinances and plans as well as designing utility storm drain system upgrades throughout the city.

Under this contract, some projects we have performed include:

- » City Hall Upgrades: Provided civil engineering and structural plans for the upgrade
- » Urban Growth Boundary (UGB) Expansion: Submitted an application with Jefferson County to expand the UGB to include the 67-acre lot where the City's wastewater treatment plant (WWTP) and spray irrigation site resided to move those facilities within the City's jurisdiction.
- » Hood Avenue Overlay: Designed and provided plans and construction specifications for the pavement overlay to increase the load carrying capacity of the existing pavement.
- » Irrigation System Upgrade: Provided engineering and topographical surveying services for the upgrade to the City's existing irrigation system mapping.
- » Roy Hart Estate Subdivision: Designed the extension of the storm drain system for the new subdivision in Roy Hart Estates. We worked with the City to provide civil engineering and topographic surveying for the storm drain improvements.
- » Caboose Exhibit: Structural engineers designed the foundation used in the Metolius Spike and Rail event to display the train caboose. This event embraces the railroad heritage of the town.

AKS ON-CALL CONTRACTS IN OREGON

- » **City of Cornelius:** AKS has been providing on-call engineering support of citywide infrastructure improvements since 2007.
- » **City of Happy Valley:** AKS has been providing a variety of engineering, surveying, landscaping, and construction inspection and administration services for over 27 years.
- » **City of Hillsboro:** AKS has provided services for almost a decade including GPS, laser, drone, and land surveying, civil engineering, and landscape architecture.
- » **City of McMinnville:** AKS has provided surveying, civil design for city infrastructure upgrades, and construction support services since 2009.
- » **City of Milwaukie:** AKS has maintained a survey contract with the City since 2016 for various infrastructure projects.
- » **City of Newberg:** AKS has assisted the City's Community Development department with on-call planning services since 2020, including preparing technical reports and staff reports.
- » **City of Salem:** AKS has held Consultant of Record contracts with the City since 2019 for project management, surveying, and construction inspection, as well as civil engineering.
- » **City of Sherwood:** AKS has held an on-call contract with the City since 2018 to conduct as-needed survey services under a multi-year contract for capital improvements involving water, wastewater and stormwater.
- » **City of Tigard:** Since 2009, AKS has provided on-call services to support infrastructure updates, stormwater and sewer upgrades, survey, natural resources, and sidewalk and design improvements.
- » **City of Wilsonville:** AKS has held an on-call surveying contract with the City since 2011.
- » **City of Bay City:** AKS has held a City Engineer contract with the City since 2021 for public works and infrastructure project designs.

SECTION B3:

Method of Approach

A clearly defined project approach translates into excellent performance and high-quality work products. AKS has worked with relevant stakeholders to tailor our services to an appropriate level for each project awarded. Our approach to each project is tailored to the project type, timeline, phase, City and community goals, and other project stakeholders. This approach will benefit the City by collaborating, clarifying, and providing information on the overall goals of the City. Our approach to providing successful projects is outlined below.

- » The City will reach out to Brian Wilkinson about a new project.
- » An in-person or virtual meeting will be scheduled with City engineering staff to discuss the scope of work needed.
- » Depending on expertise needed for project, Brian will put together the AKS project team. AKS will have multiple project managers available to the City to address any project needs that may arise over the course of this contract. Project managers available to the City include Matt Steigleder, as well as other project managers in the Bend office, as needed for the contract. Once the project manager has been identified, the rest of the project team will be selected, including any subconsultant support needed.
- » From that point, the assigned project manager will develop a detailed scope of work that summarizes each of the key design tasks, outlines the activities that will be completed, lists the applicable deliverables, and ends with a budget and detailed schedule development, ensuring that our schedule adheres to critical timelines and submittal milestones. The scope of work is broken out by hours for each of the key staff so that it is clear where time and effort are concentrated. AKS will then send the prepared scope of work, budget, and schedule to the City for review and approval.
- » Once the City approves the scope, budget, and schedule provided by AKS, City engineering staff will present this information to the City Council for approval. After the City Council has approved the work order, AKS will be authorized to begin work.
- » AKS will manage the project through completion. As the project progresses, we will hold intermittent team meetings to discuss the challenges and successes of work completed to date and identify opportunities for potential improvements. These periodic updates can be conducted in person or virtually, via email, or over the phone, depending on the City's preferences.
- » For this contract, Richard Walker, PE will be available to provide independent QA/QC reviews. Richard is currently City Engineer for City of Turner and City of Monmouth, and Assistant City Engineer for City of Keizer.
- » AKS will coordinate with the City for any bid support, construction inspection, and construction staking needed to meet project needs and requirements.

AKS takes great pride in our track record of delivering quality projects when promised. Given our 27-year history working with local jurisdictions to deliver multidisciplinary services in a fast-track environment, a significant amount of our work is done with the heightened sense of urgency inherent to working under on-call contracts. When you call with a need, we respond quickly. The elements described below provide more detail on how AKS will manage projects and seamlessly coordinate with the City.

EFFICIENT DESIGN FROM A WIDE VARIETY OF IN-HOUSE SERVICES

AKS has the in-house resources available to meet the City's needs, including multidisciplinary teams located within our Bend office. This collaborative atmosphere between disciplines promotes efficiency through better communication and limits impacts to project budgets and schedules. AKS project managers can seamlessly work with additional engineers, landscape architects, natural resource specialists, arborists, surveyors, GIS specialists, and planners whenever needed, gaining valuable perspective on any potential challenge. AKS has previous experience working with the City and we are accustomed to working as an extension of city staff.

FLEXIBLE APPROACH TO SCHEDULE & STAFF CHANGES

Together, Brian and Matt will ensure our teams are focused on delivering quality projects that meet expected schedules. They will make every effort to maintain schedules and team members but recognize that forces outside the project team (including agencies, stakeholders, permitting, etc.) can alter timeframes and staffing necessary to complete a job. From their public service experience, they are familiar with these forces and have the ability to adjust schedules and staffing on the fly. Any staff changes or impacts to project schedules will be immediately communicated to the City.

CONFLICTS OF INTEREST

AKS has consistently and effectively avoided all potential conflicts of interest that could arise in performance of its duties to our on-call clients. We keep a GIS database illustrating all of our projects to confirm their location and demonstrate their jurisdiction. Utilizing this information, we are able to anticipate and avoid situations that may be a conflict or perceived as a conflict. If a conflict of interest situation is unavoidable, Brian will discuss it with City staff to determine an appropriate course of action, including recusal, if necessary.

THOROUGH QA/QC PROCESS

AKS relies on the experience of our project managers and other staff to control work quality. Every task order, no matter how large or small, will be overseen by primary point of contact Brian Wilkinson, who brings 25 years of discipline-specific experience, as well as extensive experience permitting, designing, and constructing infrastructure improvements throughout the Pacific Northwest. He has an excellent understanding of the City's expectations and possesses ongoing relationships with relevant stakeholders and jurisdictional staff. AKS project managers take full ownership of their projects and oversee all team members, including across disciplines, to ensure they are working as responsibly and effectively as possible.

There are several key elements to our QA/QC approach that we will bring to the City's projects under this contract:

- » Assign the appropriate personnel to ensure successful completion of each task. Each team member will work on the project throughout the entire process to the extent possible, ensuring consistency and familiarity from start to finish.
- » Encourage each team member involved to perform self-checks and address challenges in a collaborative manner.
- » Maintain regular communication with the City through weekly meetings or periodic phone calls to ensure expectations are met.
- » Maintain quality control through regular interaction and input between all team members and the City.
- » Use a thorough collection of checklists and tools to ensure nothing is forgotten and that the proper checks and cross-checks are performed.
- » Perform independent reviews intermittently during the course of the project. All final deliverables are reviewed and checked by a team member not directly involved in a project.
- » As the design draws to a close, the project manager and QA/QC reviewer will review the final deliverables. Final changes will be made and calculations checked prior to delivery.
- » Subconsultant deliverables are incorporated into our final deliverables as appropriate and receive the same level of quality review as our internal deliverables. If additional information or clarification is needed, we communicate directly with our subconsultant to ensure clarity and completion of deliverables.
- » We will work with local contractors to ensure we provide accurate construction cost estimates.

BUDGET & SCHEDULE CONTROL

Many tasks performed for the City are likely to be needed on an ongoing basis. These include performing plan reviews for private development, attending City Council public hearings or other meetings, assisting with staff reports, and being available outside of office hours.

AKS will bill the City at an hourly rate for these services per our contract. For project-specific tasks, AKS will implement the practices described here to control budgets and schedules.

Effective management of schedules and budgets begins with translating a detailed understanding of the City's project needs into a scope and budget that accurately reflect these needs. During a project's initial budgeting and scoping phase, AKS will meet with City staff to confirm scope, milestones, and schedule, and also discuss the City's budget. AKS will propose cost and time saving techniques and potential solutions early on to maximize the public benefit of a project and avoid costly setbacks.

As evidenced by our repeat client base and our reputation for providing services of the highest quality, we work hard to successfully complete tasks on time and within budget throughout each step of every project. The key to controlling costs is the experience and skill of our project managers and other team members. AKS will control costs by:

- » Assigning the most appropriate and qualified people to each project. Brian will ensure that every team member has the right combination of skills and experience for their role on the project or task.
- » Keeping a consistent team throughout the project.
- » Staying in regular communication with City staff to ensure expectations are being met.
- » Identifying and addressing challenges and roadblocks early in the project.
- » Developing a realistic schedule that recognizes challenges associated with adverse weather, agency permits and approvals, funding cycles, unit cost increases, and other project elements.
- » Working efficiently and consistently with staff serving more than one role on a project. By keeping a concise, consistent team, every individual is more knowledgeable about the project and more efficient in the use of their time.
- » Minimizing direct expenses by planning ahead. This includes cost saving measures such as planning site visits to make the most efficient use of time and combining trips when possible for multiple purposes.
- » Solving the City's needs in the most cost-effective manner through value engineering.

CITY COMMUNICATION AND POLICY COORDINATION

Regardless of the size of the project, the key to effective project management is open and regular communication. Brian will be in regular contact with the City's Public Works Director and the designated project manager. Once a specific task order or project has been assigned, AKS will lead the communication effort with other City departments (as applicable) to ensure successful coordination and project success. Communication will continue throughout the duration of the project at an appropriate frequency.

All AKS employees understand and will adhere to any special policies or agreements in place with the City. We are very familiar with contract clauses such as confidentiality agreements, record keeping rules and obligations, and assignment of all studies and reports conducted are to be provided to the City as the owner. We have thoroughly read the sample contract attached to the RFP and understand each of the agreement terms.

SECTION B4

Availability & Familiarity with the City's Systems

FAMILIARITY WITH MADRAS

Our local Bend office is well positioned to provide responsive, efficient services for the City of Madras. Within the last 3 years we have contracted directly with the City to provide wetland delineation and permitting services and we have worked collaboratively with Community Development Director Nick Snead and the Bean Foundation to design and plan the Yarrow Community Master Plan. Our experience and relationships in Madras are continuing to grow and we are confident that we can leverage our extensive project experience to benefit the City.

FAMILIARITY WITH CENTRAL OREGON

AKS has completed more than 255 projects within Madras, Bend, and throughout Central Oregon. This experience gives us insight into policies, decision-making processes, design and deliverable requirements, and structure. These projects have included infrastructure upgrades; utilities; street, bicycle, and pedestrian improvements; and parks and trails.

Our past projects in Madras include Willow Creek Sewer, Yarrow Master Planning, and Juniper Crossing. In all of these situations, we have worked seamlessly with City staff in community development, engineering, natural resources, and other departments. And our experience providing support for multiple SRTS projects throughout Oregon and the many pedestrian trail and bridge projects we have worked on means we're well equipped to assist the City with future planned public works projects.

Additionally, the local knowledge our team has gained working with City staff enables AKS to provide proactive designs tailored to local jurisdictional needs and requirements. At AKS, we design strong communities and we look forward to continuing this mission with the City of Madras to reach your goals.

WORKLOAD CAPACITY

Responding promptly to client requests is a priority for AKS. Our municipal clients appreciate our responsiveness and know that we work functionally as an extension of their own staff. It is our company policy to respond to client requests within a couple hours of a call or email whenever possible, or within 24 hours at the latest. With AKS having three offices (Bend, The Dalles, and White Salmon) within a 2 hour drive to Madras, there will always be a project team available to assist the City.

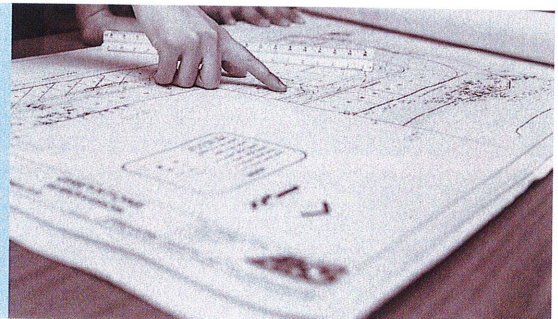
Our teams consistently deliver high-quality work products that fit the needs of our clients, have the appropriate level of detail, and arrive on schedule. By maintaining consistent personnel on specific contracts, we always have someone available who is knowledgeable about respective projects or issues. Given our extensive history of working under on-call contracts, we understand the sense of urgency that is often required. When called on for support or assistance, we respond quickly. If Brian needs additional support, AKS has assigned Matt Steigleder and his team as engineering support. Both Brian and Matt have led projects under City Engineer/Engineer of Record contracts and are very familiar with delivering support under these arrangements.

Our principals—our most experienced staff with the authority to make decisions—are the ones that lead our teams, which means we can quickly resolve matters as they arise. These principals also coordinate daily to discuss client needs and identify where resource adjustments are required to meet project deadlines. We take great pride in our proven track record of delivering projects when promised.

Key Personnel	Availability
BRIAN WILKINSON, PE, PRINCIPAL City Engineer	30%
MATT STEIGLEDER, PE Assistant City Engineer	35%
AKS SUPPORT STAFF	65%

We know Madras.

Our team's knowledge of the City's infrastructure and local requirements, relationships with City staff and other relevant stakeholders, and prior experience cultivating support for projects within the City will help the City foster positive momentum and avoid jurisdictional roadblocks for planned improvements.



SECTION B5:

Understanding of Requested Services

Since 2020, Madras has grown at a rate of .76 percent annually and its population has increased by 4.54 percent since the most recent census. In 2015, Portland State University published the Coordinated Population Forecast for Jefferson County, which projected population growth in Jefferson County through 2065. The forecast projects Madras’s population to be 9,815 in 2035. In terms of total county growth, Madras is projected to account for roughly 38 percent of the total county-wide population growth through 2035 and 50 percent of the county-wide population growth between 2035 and 2065. The population of Madras is expected to increase by roughly 70 percent over the next 45 years.

To accommodate this growth and compete with surrounding communities like Bend, Redmond, and Prineville, Madras will need to improve its infrastructure, public parks and open spaces, utilities, stormwater and wastewater treatment facilities, and transportation plans. In response to these needs, the City of Madras has recently updated its comprehensive plan, housing urban renewal district plan, parks and open space master plan, wastewater master plan, transportation system plan, and public improvement design and construction standards. These planning activities are all intended to promote private development, redevelopment, and rehabilitation within the urban renewal area, create jobs, increase tax revenues, and rejuvenate the City’s vital and vibrant commercial districts.

As described herein, AKS has the capabilities and experience to meet the City’s needs to provide on-call support to the City for the duration of this contract. The City is relying on engineer consultants to provide oversight for a variety of services ranging from development plan review to utility system planning and design to code analysis and permitting, as well as bidding and construction administration. Our significant experience providing these services to local jurisdictions of similar size as the City of Madras has motivated AKS to develop customized project management and QA/QC techniques that will enable us to efficiently and effectively meet the City’s needs. As part of your on-call engineering team, AKS will act with the City’s best interests in mind to assist in public infrastructure planning and support future growth, as well as maintain existing services critical to the viability and livability of the City.

SECTION B6:

References

The heart and soul of AKS is our ability to maintain long-term relationships with our clients and provide personalized service. Many of AKS’ clients have been with us for well over a decade—some since our inception. Every interaction with public officials and community residents is an opportunity to build relationships and earn trust through excellent communication, superior service, and quality work products. We encourage you to contact any of the individuals listed below. We are confident that they can speak to our quality of service and outstanding technical skills.

City of Keizer
BILL LAWYER
PUBLIC WORKS DIRECTOR

P: (503) 390-3700
 E: lawyerb@keizer.org

Description of work: As City Engineer, AKS provides engineering, surveying, and construction management services on city-wide capital improvement projects and other technical support for city projects.

City of Bend
GARRETT SABOURIN, PE
PRINCIPAL ENGINEER

P: (541) 323-8591
 E: gsabourin@bendoregon.gov

Description of work: AKS provides civil engineering, surveying, and construction support services on capital improvements and other technical support for city projects.

City of Turner
SCOTT MCCLURE
CITY ADMINISTRATOR

P: (503) 743-2155
 E: smcclure@cityofturner.org

Description of work: As City Engineer, AKS has provided, and continues to provide, engineering, surveying, and construction management services on city-wide capital improvements and other technical support for city projects.

City of Cornelius
TERRY KEYES
CITY ENGINEER

P: (503) 992-5372
 E: tkeyes@ci.cornelius.or.us

Description of project: AKS provides on-call civil engineering services, including public improvements (sewer, water, transportation, etc.), natural resources, permitting, park design, and engineering and development plan review.

City of Yamhill
YVETTE POTTER
MAYOR

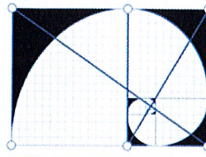
P: (503) 662-4344
 E: y.potter@cityofyamhill.org

Description of project: As Engineer of Record providing multidisciplinary consulting services on more than 40 city capital improvement projects since 2014, including as needed technical support.

City of Metolius
TASHA ALEGRE
CITY RECORDER

P: (541) 546-5533
 E: metolius1911@gmail.com

Description of project: AKS provides civil engineering, surveying, and land use planning services, including public improvements, permitting, and parks design for city-wide capital improvements, as well as development review for private development submitted to the City.



H.A. McCoy
ENGINEERING & SURVEYING, LLC

PO Box 533 Redmond, OR 97756 · 541-923-7554 · www.ham-engr.com

March 4, 2024

Jeffrey Hurd, PE
Public Works Director
City of Madras
125 SW E Street
Madras, OR 97741

RE: Proposal for City Civil Engineer

Thank you for this opportunity to present this proposal for City Civil Engineer to the City of Madras. Our proposal demonstrates the necessary qualifications to serve as the City's engineer. Conditions contained within the City's request for proposals are acceptable. A Certificate of Non-Discrimination and an insurance certificate demonstrating compliance with the City of Madras' requirements are included with our proposal. I, Hayes McCoy, would serve as your point of contact and am authorized to represent H.A. McCoy Engineering & Surveying, LLC in any negotiations and sign any contracts with the City.

H.A. McCoy Engineering & Surveying has been providing engineering services for the City of Madras since its inception in 2013. Prior to 2013 and since 2008, Hayes McCoy provided engineering services to the City while working for different engineering firms. From the first design of reconstructing L Street in 2008 to the most recently completed G Street reconstruction and waterline in 2023, we have provided engineering services on a number of very prominent projects over the past 16 years. The City of Madras is one of our most valued and longest clients. Our proposal demonstrates our intent to continue this relationship.

Our insurance coverage includes Professional Liability Insurance (\$1,000,000 per occurrence, \$2,000,000 aggregate), General Liability Insurance (\$1,000,000 per occurrence, \$2,000,000 aggregate), workers' compensation insurance (\$1,000,000 per statute), automobile liability insurance (\$1,000,000 single limit coverage), and employer liability insurance (\$1,000,000 per occurrence and aggregate). Please see enclosed insurance certificate.

We work hard to stay within our budget, provide valuable assistance to our clients, and be timely with our responses. Thank you for your consideration and we look forward to working together.

Sincerely,

H.A. McCoy Engineering & Surveying, LLC

Hayes A. McCoy - PE, PLS, Owner

1. Professional Qualifications of Project Team

H.A. McCoy Engineering & Surveying is located in Redmond, Oregon and has a staff of 15 individuals. We are the closest engineering firm to Madras and already work extensively within the City. Presently, we have several projects within the City of Madras, in Crooked River Ranch, the Camp Sherman area, and the City of Culver. Our responsive staff is vested in Jefferson County - one third of our staff resides within its boundaries. We are very familiar with the organization of the City, personnel, history, and values.



Hayes McCoy, PE, PLS, CWRE, Project Manager is a licensed Professional Engineer, Professional Land Surveyor, and Certified Water Rights Examiner and would serve as the primary point of contact for the City of Madras. The vast majority of his municipal engineering experience is with the City, where he has been performing consulting engineering services for the City for over ten years on numerous street, bridge, park, water, and sewer improvements. He also has provided similar consulting services for other public clients including Deschutes County, Sisters-Camp Sherman Fire District, the City of Burns, Crook County School District, the City of Redmond, and the City of Bend. Hayes's experience includes over 19 years of performing designs of streets/roads, pavement rehabilitation, pedestrian facilities, bridges, storm drainage systems, water systems, wastewater piping, private wastewater treatment systems, stream restorations, construction administration, and land surveying.

David Newton, PE, EG, CWRE is a licensed Professional Engineer, Engineering Geologist, and a Certified Water Rights Examiner with over 50 years of diversified geotechnical, geological, and engineering consulting experience, primarily in Central Oregon. David's extensive geotechnical engineering background includes evaluation of earth material types on construction sites, or on pipeline routes and determination of excavation ability, stability in excavation slopes, dewatering of excavations, suitability of materials for engineered fills and backfills, development of earth compaction specifications for specific soil and rock materials, and foundation and pavement recommendations. His consulting services are provided for projects including utilities and pipelines, earthwork and site grading, building construction, earth dams, slope stabilization, streambank stabilization, and pavement construction. A wide range list of public clients including DVWD, Confederated Tribes of Warm Springs, Tumalo Irrigation District, the City of Sisters, Three Sisters Irrigation District, Clackamas County, City of Silverton, amongst others.



Jason Simes, PLS is a licensed Professional Land Surveyor and Survey Manager. His professional registrations include Certified Federal Land Surveyor and professional licenses in Oregon and Washington. With over 20 years of experience, Jason has performed numerous cadastral, right-of-way, property boundary, and lot line adjustment surveys.

Additionally, our staff is also composed of four engineering technicians, two surveying technicians, can run up to four survey crews, and our administrative staff.

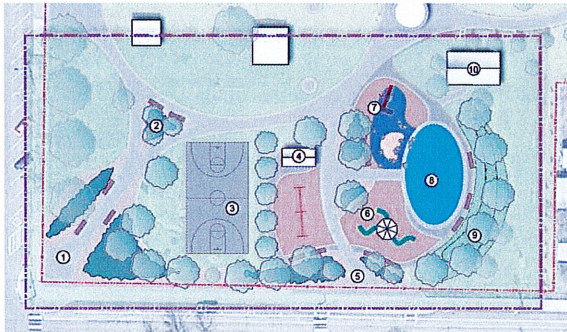
2. Experience

We have included four example projects performed for municipalities as well as two water resource projects that highlight our ability to take on variable designs:

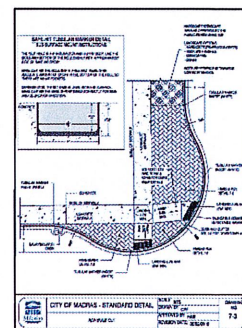
Bel Air-Herzberg Heights Sewer Project - Madras: H.A. McCoy Engineering was hired by the City of Madras to develop a sewer extension plan within the Bel Air and Herzberg Heights subdivisions in northeast Madras. These subdivisions were originally approved in Jefferson County prior to annexation and individual residences disposed of wastewater by septic systems (hopefully). After several septic failures, the City obtained funding through Oregon DEQ's CWSRF loan program for design and construction of the public sewer main. Development of this project required careful coordination between the City of Madras, Oregon DEQ, DVWD, private franchise utility providers, local irrigation water supplier, and affected residents. Compliance with the loan terms specified in the CWSRF program was required by Oregon DEQ. Our services to the City include complete right-of-way/topographic surveying services, developing engineering alternatives, engineering design, capacity analysis, and construction administration. This project was completed in 2018, on time, and under budget. The Bel-Air sewer extension demonstrates experience with state funded projects, experience with Oregon DEQ, coordination with multiple agencies and jurisdictions, our ability to maintain a project schedule and budget, addressing local concerns and working toward reaching a community consensus, and topographic & right-of-way services.



Madras Spray Park – Madras: H.A. McCoy Engineering developed engineering plans for the City's new spray park to be constructed at Sahalee Park in 2019. Besides the actual spray park, development of the site includes a water recycling system, pedestrian trail improvements, accessibility improvements, site grading, and coordination of water and power services. This project demonstrates incorporating several unique components together for a notable project that reduces water use.



City of Madras Public Works Standards and Standard Details: In early 2019, the City adopted new public improvement standards and specifications. H.A. McCoy assisted with updating of the standards, in particular proposed new standards to simplify design of stormwater facilities. Additionally, H.A. McCoy has collaborated with City of Madras staff to develop the City's own details. Our work with the City demonstrates our familiarity with the City, their staff, and preparing a product that meets the specific needs of the City.



City of Burns Engineering (2017-present): H.A. McCoy Engineering presently provides engineering consulting services to the City of Burns primarily focused on assessment, improvement, and maintenance of their street system. Projects include a complete street system assessment and valuation, preliminary engineering to assist with obtaining funding for street and pedestrian improvements, several inspections of street failures and providing recommended remedies, obtaining SCA improvement grant funding from ODOT, and preparation of engineering plans, specifications, and bid documents for street improvement plans. Our work with the City of Burns demonstrates experience working with ODOT and their contract administration and invoicing procedures, obtaining state funding for local improvements, representing a local agency in meetings with State agencies, and assisting a local jurisdiction with managing the bidding process and construction activities.



Holzman Bridge - Camp Sherman, Jefferson County: H.A. McCoy Engineering presently is providing engineering services to a private client for development of a bridge crossing along the South Fork of Lake Creek (a tributary of the Metolius River) in Jefferson County near Camp Sherman. The scope of services includes bridge design, construction plans, mitigation of floodplain impacts, protection and

mitigation of impacts on wetland areas, including Essential Salmon Habitat designation of this stream. Development of this project has included interface with the Army Corps of Engineers, Oregon Dept. of Fish and Wildlife, the Confederated Tribes of Warm Springs, and Jefferson County. This project demonstrates experience working adjacent to sensitive waterways and habitats, storm damage repair, hydrology/hydraulics, environmental permitting, and bridge engineering/design.

Currant Creek Dam - Washington Family Ranch, Wasco County: H.A. McCoy Engineering is providing design services for the Washington Family Ranch which includes resolution of fish passage for the Currant Creek Dam, evaluations and development of mitigation options currently underway to account for fish passage, compliance with ODFW, and planning and design of emergency spillway repairs for runoff erosion. The repairs are ancillary work in connection with increasing storage in the existing Currant Creek reservoir through adjustment of the spillway crest elevation and reconfiguration of the spillway channel to safely pass the inflow design flood flow of 11,900 cubic feet per second. Work includes extensive hydrologic evaluations to determine the ½ Probable Maximum Flood flow, hydraulic and geotechnical evaluations to design stable spillway crest and channel infrastructure. This project demonstrates experience working with ODFW, the BLM, OWRD, storm damage repair, and geotechnical engineering.



3. Method of Approach

A. Miscellaneous Services

H.A. McCoy Engineering has been providing miscellaneous engineering services for the City of Madras since its inception in 2013 and the listed requested services in the RFP are acceptable.

B. Task Based Services - General Approach

The City may require their engineer to design a specific project for the City. Below is an outline of our process.

1. The City would contact H.A. McCoy Engineering regarding a potential project and provide available background information. Initial communication would also schedule an initial meeting.
2. H.A. McCoy Engineering would begin researching and scoping the project. Research may include available survey records, deed information, floodplain records, zoning and comprehensive plan ordinances, TSP standards, available as-builts, and inquiry into possible permitting requirements.
3. Initial meeting with the City: Meeting with design team (personnel as required) and City to overview project, process, roles, timeline, budget impacts, and stakeholders. The purpose of this meeting is to determine a clear scope of services based on what is needed by the City.
4. Proposal, timeline, and budget. H.A. McCoy to present a proposal, scope of services, and timeline to City of Madras for approval.
5. Initial design work: Perform surveys, identify property boundaries, rights-of-way, easements. Develop base maps. Reach out to other jurisdictions and agencies necessary for permitting and approval processes.
6. 50% Design: Perform design of project, identify potential alternatives and cost impacts. Perform site visit to review design versus existing conditions. Issue 50% design set to City highlighting concerning issues and possible alternatives with impacts. After available review period, meet with City (as necessary) to discuss alternatives and direction. Our role as consultants is to provide direction to the City and recommendations based off of the interests of the City.
7. 90% Design: Based off of 50% Design, complete design documents, incorporate structural and transportation plans (if applicable). Submit to City and other affected jurisdictions for review and comment.
8. 100% Design: Incorporate feedback from 90% design, perform final site visit, complete plans, develop specifications, bid documents. Submit for permits as required (ACE/DSL, ODFW, BOR, DEQ, OHA, ODOT).

9. Assist City in bidding process where required. Respond to inquiries from bidding contractors, issue clarifications and addendums. Review bid submittal, required forms, and pricing, evaluate for discrepancies, and provide recommendations to City. Attend pre-construction meeting.

10. Construction services: Respond to Requests for Information (RFI), perform site visits and inspections to ensure construction is conforming to design documents and specifications. Review contractor pay requests, complete pay applications as required by funding source (if state or federal). At substantial completion of construction, perform final walk-through, identify any punch-list items. Upon final completion of construction, issue approval letter for City. Prepare as-built/record drawings as required.

On-call Development Services

A larger development project may require engineering services at the planning stage, design stage, and throughout construction. Below is our method of approach if performing development review services for the City.

1. Attend pre-application meetings and assist City staff with necessary engineering requirements for proposal. Identify other permitting authorities and involved jurisdictions.

2. Review land-use application submittals. Identify engineering requirements to comply with City of Madras Ordinances, City Public Improvement Standards, City Master Plans and Transportation System Plan, and necessary water, wastewater, storm drainage, and ADA requirements where necessary. Assist City staff with reaching out to other affected jurisdictions and agencies where comments and or permitting may be required.

Assist with review of staff report before issuance. Respond to applicant where needed. Attend Planning Commission workshops and hearings if necessary.

3. Review development plans for road construction, bridge design, storm drainage impacts, wastewater and domestic water use. Ensure plans conform with City Standards and issued Decision. Ensure permits are obtained. Provide feedback to applicant and be available for questions and clarifications.

4. Upon confirming conformance with conditions and standards, recommend approval to City. Attend pre-construction meeting as necessary (on site or at City offices). Perform site inspections during construction to ensure conformance with approved plans. Obtain and review testing results from material inspections. Perform final inspection with punch list for final approval. Review as-built/record drawings as required. Provide documentation of final approval to City upon completion.

4. Availability; Familiarity with City's System

H.A. McCoy Engineering is based in Redmond, 26 miles from Madras. One third of our staff resides in Jefferson County. As demonstrated over the past five years, we have the resources and staff available to respond to the City's requests for services. Even though we are very close to Madras, we often maximize our time when performing onsite visits – trying to address several of our projects at once.

As the County Seat of Jefferson County and with a population of 6,200, Madras is the largest City in the County. The City maintains a paved and gravel street system of 18 miles, a sewer distribution system with two wastewater treatment facilities, a water system with 20 miles of distribution lines, 2 wells, and a storage tank. The City also maintains the public park system and five miles of paved trails.

We have always worked to be particular responsive when working for the City of Madras. At times, a very quick response is necessary and we have allocated our staff to meet these deadlines. Sometimes that means a delay on another project – but our long lasting relationship with the City of Madras makes them a priority. Below is a list of projects H.A. McCoy Engineering & Surveying has worked on for the City of Madras:

- Madras Spray Park
- Bel Air/Herzberg Height Sewer System
- J Street Bridge (surveying for MSA)
- East Madras Trail System Surveying
- Ashwood Street Widening
- H Street Reconstruction
- Skate Park Trail
- Bard Lane Improvements
- J Street Intersection Striping
- US97 & L Street Frontage Improvements
- US20 & Hess Sewer Crossing
- 1st and J Sidewalk/Frontage Improvements
- Water System Capital Improvements & Water System Cost Evaluation
- City Standard Details & Review of Public Improvement Standards
- UIC Permitting
- On call Engineering Services
- G Street Reconstruction & Waterline
- D Street/5th Street Sewer Extension
- 6th & C ADA Ramp
- Polk Street Sewer Extension
- Bean Drive Sewer Phase 3
- Marie Street Improvements
- Kinkade Sidewalk Connection
- Juniper Hills – East Madras Trails
- SRT 7th Street
- Brush Lane Sewer Extension
- 10th Street Improvements
- Cedar Avenue Drainage
- Koyoda Sewer Extension
- B Street 5th to 7th Streets

Prior to starting H.A. McCoy Engineering, Hayes McCoy also worked on these projects for the City:

- Water Master Plan & ERP
- M-Hill Trail System
- TOPS Sewer Project
- 2nd Street Paving Project
- 3rd Street Pedestrian Bridge & Sewer Crossing
- Buff Street Pedestrian Bridge
- COCC Trail System
- Bean Sewer Extension
- US97 Sidewalk Improvements (Plum to Cedar)
- US97 Trail Improvements (Safeway to Jefferson)
- L Street Improvements

The City of Madras is our primary municipal client – our entire staff is available to work for the City if necessary. However, it's reasonable to assume we could dedicate 50% of our staff of 15 at any one time for work for the City. We also provide Engineer-of-Record services for the City of Burns and have projects for the City of Redmond, Jefferson County School District, Redmond School District, and the High Desert Education Special District. Working for these other clients does not inhibit our ability to work for the City of Madras.

5. Understanding of Services

Our understanding of the required services is the City of Madras is seeking an engineering firm who can:

- Provide competent civil engineering services to the City
- Does not require a lot of education or time spent familiarizing themselves with Madras
- Can respond in a timely manner
- Prices their services fairly
- Is vested in serving the City well for a long time.
- Has a local presence – familiar with jurisdictions, developers, contractors, officials
- Is available as a resource to the community

We believe we have been fulfilling this role for the City for several years now and it is our intent to continue this role. Our examples include the projects noted above. However, we have also provided services for private development, often acting as a liaison between the City and the developer. We have always been careful to inform private clients that our primary client is the City of Madras; however private clients prefer to work with an engineer that is familiar with the City and knows how to get the answers to their questions.

6. References

Jeffrey Hurd, PE, City of Madras Public Works (541)475-2344, jhurd@ci.madras.or.us

Referenced project: Development of Training Center

Joel Gehrett, PE, DVWD Manager, (541)475-3849, jgehrett@dvwd.org

Referenced project: Water Conservation Plan (David Newton, P.E.)

Kristie Bollinger, Deschutes County Property Manager (541)385-1414, kristie.bollinger@deschutes.org

Referenced project: Redmond/Deschutes County UGB Adjustment

Steve Wilson, City of Redmond Civil Engineer (541)504-2007, steve.wilson@redmondoregon.gov

Referenced project: Several private development projects

Paul Bertagna, City of Sisters Public Works Director (541)323-5212, pbertagna@ci.sisters.or.us

Referenced project: Multiple private development projects within the City.

Jessica MacClanahan, City of Redmond City Engineer (541)504-2011, jessicamacclanahan@redmondoregon.gov

Referenced project: Oasis Village, Multiple private development projects within the City.

Bill Martin, Project Manager, ODOT (541)388-6183, william.f.martin@odot.state.or.us

Referenced project: Several ODOT projects in Central Oregon (Construction Staking)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2022

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

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

PRODUCER Ankeny Northwest Insurance LLC 728 SW Highland Ave Redmond, OR 97756	CONTACT NAME: Will Ankeny	
	PHONE (A/C, No, Ext): 541-923-8775 FAX (A/C, No): 541-923-8894 E-MAIL ADDRESS: will@ankenyw.com	
INSURED H. A. Mccoy Engineering & Surveying LLC PO Box 533 Redmond, OR 97756	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nationwide Depositors Ins. Co	61287
	INSURER B : Allied Insurance Co. of America	10127
	INSURER C : Nationwide AMCO Ins. Co	19100
	INSURER D : CNA	30104
	INSURER E : Beazley Insurance Company Inc.	524298
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	y	y	BAL3100044978	02/27/2022	02/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	n		CAA3100044978	02/27/2022	02/27/2023	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	n	N/A	WC 25509200	02/10/2022	02/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 1000000 E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
E	Professional Liability	n		C2A93C220301	03/11/2022	03/11/2023	Each Claim 2000000 Aggregate 2000000

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

Project# 16966000-PDX-130; Balfour Beatty Construction LLC, Amazon Data Services, Amazon Data Services Inc's Prime Consultants, Amazon.com Inc. and their respective officers, directors, agents, shareholders, partners, members, affiliates, owners, successors, employees and others required by written contract and any additional entities contractor or owner may reasonably request are additional insured for general liability and commercial auto liability per blanket endorsement when required by written contract. Waiver of subrogation is provided for workers comp policy. General liability and commercial auto liability are on a primary and non contributory basis and include a waiver of subrogation, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Entity Name Here --SAMPLE--	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Will Ankeny</i>


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Exhibit B
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, A bidder or proposer that competes for or is awarded a public contract may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under [ORS 200.055 \(Certification as disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business\)](#).

By signature of the authorized representative of the proposer, the proposer hereby certifies to City of Madras that this proposer has not discriminated against minority, women, or emerging small business enterprises will not discriminate against minority, women or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, will not so discriminate.

Date: MARCH 4, 2024

Signature: 

Printed or Typed Name: HAYES A. MCCOY

Name of Firm: H.A. MCCOY ENGINEERING & SURVEYING, LLC

City of Madras
(City Civil Engineer Services)

REQUEST FOR PROPOSALS

PROPOSALS DUE:

Tuesday, March 26, 2024, 2:00 p.m.

at

Madras City Hall

125 SW E Street, Madras, Oregon 97741

CITY OF MADRAS
Proposal Advertisement
Request for Proposals
City Civil Engineer

NOTICE IS HEREBY GIVEN that City of Madras (“City”) is requesting sealed proposals from qualified firms or individuals to serve as City’s city civil engineer. City is seeking qualified firms or individuals to provide professional engineering services and serve as City’s city engineer, including, without limitation, certain miscellaneous general engineering services and engineering services on an as-needed basis.

Interested parties may obtain a copy of the Request for Proposals (the “RFP”) (and related documents) by downloading a copy from Premier Builders Exchange, 1902 NE 4th Street, Bend, OR 97701 (phone 541-389-0123). Plans, specifications and addenda may also be viewed at <http://www.premierbx.com>, then click on “Posted Projects” or at the City’s website at <https://www.ci.madras.or.us/>. Interested parties may receive a hardcopy of the RFP (and related documents) at Madras City Hall, 125 SW E Street, Madras, Oregon 97741.

All proposals must be sealed in an opaque envelope or package and must be submitted to Public Works Director, Jeff Hurd by mail or hand delivery at 125 SW E Street, Madras, Oregon 97741 by **2:00 p.m., Tuesday, March 26, 2024**. City will not consider any proposal received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and format. Proposals must be clearly marked “City Civil Engineering Services Proposal.”

CITY OF MADRAS
Request for Proposals
City Civil Engineer Services

OVERVIEW

The purpose of this Request for Proposals (“RFP”) is to select a consultant to serve in the role of City of Madras (“City”) city civil engineer in the absence of the public works director. The selected firm or consultant will report directly to the public works director and/or his or her designee.

GENERAL BACKGROUND INFORMATION

City of Madras (“City”) is home to approximately 8,031 persons and is located in Jefferson County, Oregon. City is managed by a city administrator. The city administrator oversees the public works department, community development department, finance department, police department, and city hall administration. The public works department is comprised of a streets department, parks department/golf course, and utilities department (water and wastewater). The public works crew operates and maintains the public facilities and utilities that are provided by City.

Public Works Facilities & Utilities:

- A. City operates two wastewater treatment facilities including lagoons, pump stations, gravity collection piping, and manholes. Anderson Perry is currently serving as “City’s Wastewater Engineer.” The consultant selected pursuant to this RFP (i.e., the City Civil Engineer) will work alongside Anderson Perry but will not be responsible for services related to the City’s wastewater plants and/or pump stations. The selected consultant may, however, provide engineering services for collection systems when requested by City from time to time.
- B. City’s potable water supplies is provided by Deschutes Valley Water District. City only has distribution for its water system and no treatment.
- C. City operates and maintains the local transportation system including the roadways, bicycle, and pedestrian facilities.
- D. City operates and maintains the drainage and stormwater facilities in the area. Stormwater facilities are primarily comprised of ditches, catch basins, and other simple drainage systems.

SCOPE OF SERVICES

The scope of services to be performed by the consultant pursuant to this RFP include, without limitation, the following engineering services (collectively, the “Services”):

A. Miscellaneous Services. City may require general engineering services from the selected consultant for day-to-day issues, including, without limitation, the following:

1. Attend city council meetings.
2. Coordinate and work with City staff.
3. Review plans and specifications for development in the City.
4. Troubleshoot City facilities and make recommendations for improvements.
5. Provide planning for City facilities.
6. Review City rate structures and make recommendations.
7. Respond to all manner of general civil engineering requests.
8. Preparation of standards and guidelines.
9. Act as a liaison to the Department of Environmental Quality and other agencies as required.
10. Provide back up to the Public Works Director when needed.

B. Task-Based Services. City may direct the selected consultant to undertake specific projects for City that have a defined scope of work, are relatively larger in scale, and/or for any other reason City desires to assign the work on a task-basis to the City Civil Engineer. In these cases, and subject to the terms and conditions of the Agreement, the assignment of work will follow the general process described below:

1. The Public Works Director or their designee (the “PWD”) will describe a task or need to the City Civil Engineer for a specific project.
2. The PWD will ask the City Civil Engineer to prepare a simple proposal describing the scope of work the Civil Engineer will provide, a proposed fee, and an estimated project timeline.
3. The PWD will review the City Civil Engineer proposal. If appropriate, the proposal will be presented to the City Council.

4. The Council/PWD may choose to accept the proposal as is, reject the proposal, or negotiate a change of scope or fee with the City Civil Engineer.

5. Once the proposal is accepted, the PWD will issue a task order or work order to the City Civil Engineer to complete the project outlined in the proposal.

6. The City Civil Engineer will track the task order with an independent project number separate from general service activities.

7. City will assign task orders to the City Civil Engineer as needed. City reserves the right to issue solicitations for specific projects if City desires to expand competition, obtain specialized expertise, if the City Civil Engineer elects to not accept a request for a specific work order, and/or if in City's best interest, as determined by City. City will maintain the necessary autonomy to ensure that the public interest is served the best.

C. Subject to the terms and conditions contained in the Agreement (defined below), for general service tasks, the City Civil Engineer will provide basic services to City on a time and materials approach. It is expected that the City Civil Engineer will be available on a daily basis for consultation and the Services will be performed on an as-needed basis, as authorized by the PWD or his or her designee. City desires to work closely with the City Civil Engineer and desires that the City Civil Engineer perform the Services in responsive manner.

EVALUATION CRITERIA

The qualification-based selection process will be administered in accordance with the authority and procedures in ORS 279C.100 – ORS 279C.125 and OAR Chapter 137, Division 48. Proposals submitted before the deadline will first be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to the scored criteria listed below.

A. Minimum Required Qualifications. Failure to comply with one or more of the following criteria will result in rejection of the proposal:

1. At least one (1) copy of the submittal proposal must bear an original signature on the introductory letter. A duly authorized representative empowered to bind the consultant must sign the proposal.

2. The proposal must not include any cost sheets or fee-related information.

3. The proposal must demonstrate that the proposer (a) has all valid applicable Oregon licenses, including, without limitation, all applicable licenses to practice engineering in the State of Oregon and City, and (b) is in good standing with the Oregon State Bar of Examiners for Engineering and Land Surveying.

4. The proposal must demonstrate the proposer's compliance with the insurance required in this RFP.

5. Each proposal must include a certificate of non-discrimination pursuant to ORS 279A.110, substantially in the form attached hereto as Exhibit B.

B. Scored Criteria. All proposals from qualified firms or consultants that meet the minimum required qualifications will be evaluated on the following criteria (a total of 100 points is available for the scored criteria):

1. Professional Qualifications of Project Team (10 points). Provide a firm overview and qualifications for providing the Services. List key team members who will be assigned to City, their roles and responsibilities, and their qualifications and experience. Discuss who will interact with City and the organizational structure that will be proposed for the City Civil Engineer. Discuss subcontractors that will be available to City, if any, and why their services are important.

2. Experience (20 points). Provide at least three (3) examples of experiences and expertise providing general engineering services that best characterizes and demonstrates the firm's experience providing services similar to the Services. Experience with water, wastewater, simple transportation systems, drainage facilities, and general municipal engineering services will also be useful. All applicable experience should be presented.

3. Method of Approach (20 points). Demonstrate a clear approach to completing the Services. Describe the consultant's approach to serving as a City Civil engineer for a small community like City, including a description of how to communicate with different departments, what policies the consultant will follow when interacting with City on projects and on a day-to-day basis.

4. Availability; Familiarity with City's Systems (25 points). Demonstrate ability to provide responsive services to assist City based on the proximity of the firm to City and the amount and type of staff resources available in City's vicinity. Also describe your team's past performance history with City and familiarity with City's infrastructure. Provide a breakdown of the firm's current work load (i.e. other jurisdictions that the firm is currently providing engineering services for as well as number of staff and available work load capacity to provide the Services for and on behalf of City). Address how the firm will provide effective services and how to address any travel time issues. (City desires that the selected consultant be located (or have a project team located) within a two-hour drive of City.) The evaluation committee will evaluate availability (including proximity to City), responsiveness, quality and accuracy of Proposal, and such other factors that the evaluation committee considers relevant to this criterion.

5. Understanding of Requested Services (15 points). Demonstrate a clear and concise understanding of the City's need for the Services and for the role of a City Civil Engineer in a small community. Specific examples and insights are encouraged.

6. References (10 points). Provide references and recommendations from at least three current or former municipal clients in Oregon. References where the consultant serves or served as the civil engineer are preferred. References should establish the firm’s or consultant’s demonstrated ability to successfully and reliably complete similar services in a timely manner. A description of pertinent projects and current contact information for the client should be provided.

C. The outcome of the independent evaluation may, at City’s sole discretion, result in (a) notice to a proposer(s) of selection for tentative negotiation and possible award, or (b) further steps to gather more information for evaluation, which may include, without limitation, a notice of placement on an interview list with time and date of the interview.

PROPOSAL SUBMISSION REQUIREMENTS

A. No Pre-Proposal Meeting. City will not hold a pre-proposal meeting.

B. Submission. Five (5) copies of the proposal must be received by 2:00 p.m., Pacific Time on Tuesday, March 26, 2024. At least one copy of the proposal must bear an original signature. A duly authorized representative empowered to bind the proposer must sign the proposal. All proposals must be sealed in an opaque envelope or package and must be delivered to Public Works Director Jeff Hurd by mail or hand delivery at 125 SW E Street, Madras, Oregon 97741 by **2:00 p.m.**, Tuesday, March 26, 2024. Mis-deliveries, late, and/or faxed submittals will be considered nonresponsive.

B. Format for Proposals. Please submit written proposals in compliance with the following page limitations (one page is considered to measure 8-1/2 x 11, with 11-point font size minimum):

<u>Contents</u>	<u>Maximum Number of Pages</u>
Introductory Letter	2
Professional Qualifications of Project Team	3
Experience	3
Method of Approach	3
Availability; Familiarity with City’s Systems	3
Understanding of Requested Services	3
References	2
Total	19

The proposal should not exceed nineteen (19) pages, excluding the cover sheet, certificate of nondiscrimination, and any tabs or indexes.

C. Introductory Letter. The letter will name the person(s) authorized to represent the consultant in any negotiations and name of the person(s) authorized to sign any contract which may result. The letter will indicate insurance coverage carried by the consultant. The letter will be signed by an authorized representative of the consultant. The consultant must carry the following types and minimum coverages of insurance: (a) professional liability Insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) general liability insurance with limits of not less than

\$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law; (d) automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate; and (e) employer liability insurance with limits of not less than \$500,000 per occurrence and in the aggregate. Consultants who do not carry the required insurance may not be considered.

SELECTION PROCESS

- A. Proposals that do not meet the minimum required qualifications will be rejected. Proposals meeting the minimum required qualifications will be evaluated by an evaluation committee based upon the criteria and points assigned in this RFP.
- B. City will appoint an evaluation committee of no fewer than three individuals to review, score, and rank each proposal. The evaluation committee may contact references provided in each proposal.
- C. The evaluation committee may, in its discretion, request interviews. Interviews will be scored on the same criteria and points as the initial submission of proposal. Upon completion of the interviews, if any, the evaluation committee will provide City the results of the scoring and ranking of each proposal. If City does not cancel the RFP after it receives the results of the scoring and ranking of each proposal, City will issue a notice of intent to award and after any protest period, begin negotiating a contract with the highest-ranked proposer.
- D. Contract negotiations with the highest ranked proposer will be directed toward obtaining written agreement on (a) the consultant's performance obligations and a performance schedule, and (b) the payment methodology and a maximum, not-to-exceed contract price that is fair and reasonable to City, as determined by City, taking into account the estimated value, scope, complexity and nature of the Services. City reserves the right to negotiate a final contract that is in the best interest of City.
- E. If negotiations with the highest-ranked proposer fail to result in a contract, City reserves the right, pursuant to OAR 137-048-0220(4)(e), to formally terminate negotiations and enter into negotiations with the second-ranked proposer and, if necessary, the third-ranked proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, the RFP may be formally terminated.
- F. Any contract entered into by City and the selected consultant will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties, and will be substantially in the form attached hereto as Exhibit A (the "Agreement"). The term of the Agreement will not exceed 5 years.

ANTICIPATED SCHEDULE

RFP Issued	Wednesday, January 10, 2024
Requests/RFP Protest Deadline	Tuesday, March 12, 2024
Proposal Due Date	Tuesday, March 26, 2024
Review and Scoring	Friday, April 5, 2024
Evaluation Interviews (if Needed)	Monday, April 15, 2024
Notice of Intent to Award (apprx.)	Tuesday, April 16, 2024
Award Protest Deadline (apprx.)	Tuesday, April 23, 2024
Negotiations	Tuesday, April 30, 2024
Notice of Award (apprx.)	Tuesday, May 14, 2024

ADDITIONAL INFORMATION

A. No cost or fee schedules will be submitted as a part of a proposal. Pursuant to Oregon public contracting law, cost and fee information will be presented during contract negotiations after the selection of the most qualified consultant with which to negotiate. It is understood that all submittals will become part of the public file on this matter, without obligation to City.

B. Notwithstanding anything contained in this RFP to the contrary, if in City's best interest, City reserves the right to amend and/or revise this RFP in whole or in part, cancel this RFP, extend the submittal deadline for responses to this RFP, and/or reject any or all proposals for any reason and/or without indicating reasons for rejection. Further, City reserves the right to (a) seek clarification(s) from each proposer and/or require supplemental statement or information for any proposer, (b) waive and/or correct any irregularities in proposals after prior notice to the proposer, and/or (c) negotiate with alternate proposers, if initial contract negotiations are unsuccessful.

C. Proposers may submit to City questions and/or requests for additional information, including, without limitation, inquiries related to substantive portions of the RFP, questions regarding the intent of the work, and/or questions concerning technical aspects of the work. All questions and/or requests must be submitted in writing either by mail or email to:

City of Madras
Attn: Jeff Hurd
125 SW E Street,
Madras, Oregon 97741

All requests for additional information must clearly reference, "City of Madras Request for Proposal –City Civil Engineering Services." All questions and/or requests to change any provision, specification, or contract term must be received not later than seven (7) calendar days prior the deadline to submit proposals. Substantive questions and all responses will be made available on city's website at <https://www.ci.madras.or.us/> and on <http://www.premierbx.com>. When appropriate, revisions, substitutions, and/or clarifications will be issued as official addenda to this RFP.

D. The selected consultant will be required to obtain a City business license and maintain active business license status while conducting work within the City.

E. This RFP does not obligate City to award a contract and/or to procure the services described herein. Consultants responding to this RFP do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any proposal.

H. Prospective proposers may obtain a copy of this RFP at City's website at <https://www.ci.madras.or.us/> and online at the <http://www.premierbx.com>, and/or at Madras City Hall at 125 SW E Street, Madras, Oregon 97741.

I. Confidential Information.

1. Any proposal submitted may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information in order to comply with the terms and conditions of this RFP, each Proposer must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

2. City will take reasonable measures to hold in confidence all such labeled information, but in no event will City be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

3. In submitting a proposal, each proposer agrees that City may (a) reveal any trade secret and/or other confidential materials contained in the proposal to City staff and to any City consultant, and (b) post the proposal on City's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each proposer agrees to defend, indemnify, and hold harmless City each City officer, employee, representative, and agent from all costs, damages, and expenses incurred in

connection with refusing to disclose any material that the proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire proposal as a trade secret may be disqualified.

PROTEST PROCEDURES

Proposers may submit to the city manager a written protest of the RFP, contractual terms or specifications, or award of protest. To be considered, a protest must (a) identify the proposer's name and reference to this RFP, (b) contain evidence that supports the grounds on which the protest is based and specify the relief sought, including, without limitation, a statement of the proposed changes to the process or RFP provisions, requirements or terms, and/or conditions that the proposers believes will remedy the conditions upon which the protest is based, (c) be signed by the proposer's authorized representative, and (d) be submitted, in writing, to the city manager at the address(es) set forth in this RFP. Any protest of this RFP or any consultant selection must be submitted in accordance with OAR 137-048-0240. A timely submitted protest will be resolved within a reasonable time following City's receipt of the protest.

Exhibit A
Sample Agreement
(attached)

Exhibit B
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, A bidder or proposer that competes for or is awarded a public contract may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under [ORS 200.055 \(Certification as disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business\)](#).

By signature of the authorized representative of the proposer, the proposer hereby certifies to City of Madras that this proposer has not discriminated against minority, women, or emerging small business enterprises will not discriminate against minority, women or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, will not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

**RFP for City of Madras Civil Engineer of Record
Evaluation and Scoring Sheet**

EVALUATOR

Jeff Hurd

Scoring Criteria	AKS	Firms
		H.A. McCoy
1. Professional Qulifications of Project Team	8	10
2. Experience	15	20
3.Method of Approach	15	20
4. Availability, Familiarity with City's System	18	25
5. Understanding of Requested Services	10	15
6. References	10	10
TOTAL SCORE	76	100

EVALUATOR

Dan Hall

Scoring Criteria	AKS	Firms
		H.A. McCoy
1. Professional Qulifications of Project Team	10	10
2. Experience	18	20
3.Method of Approach	20	20
4. Availability, Familiarity with City's System	20	25
5. Understanding of Requested Services	15	15
6. References	10	10
TOTAL SCORE	93	100

EVALUATOR

Chris Funk

Scoring Criteria	AKS	Firms
		H.A. McCoy
1. Professional Qulifications of Project Team	10	10
2. Experience	20	20
3.Method of Approach	17	17
4. Availability, Familiarity with City's System	14	22
5. Understanding of Requested Services	12	12
6. References	10	10
TOTAL SCORE	83	91

EVALUATOR

Michele Quinn

Scoring Criteria	AKS	Firms
		H.A. McCoy
1. Professional Qulifications of Project Team	10	10
2. Experience	17	20
3.Method of Approach	17	20
4. Availability, Familiarity with City's System	20	25
5. Understanding of Requested Services	12	15
6. References	7	10
TOTAL SCORE	83	100

COMBINED SCORES	335	391
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