

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, MARCH 23, 2021, 6:00 PM, MT
[Zoom Link](#)**

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the City Council has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during the Study Session or Regular Meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Freddy Rodriguez ____ Sam Baker ____ John Kirby ____ Ken Hart ____
Michael Braden ____ Eddie Melendrez ____ Mayor Riley Hill ____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on March 19, 2021. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) PUBLIC COMMENTS Citizens may address the Council; however, Council may not be able to provide an immediate answer or response. Out of respect to the Council and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

5) CONSENT AGENDA

A) Bid Award: 2021 Chip Seal Oil, Fog Seal Oil, Distribution, and Freight

6) OLD BUSINESS

A) Bid Award: Wayfinding System

7) NEW BUSINESS

- A) CK3 Task Order for Survey for Treasure 200 & Navarette Infrastructure Design Project
- B) Anderson Perry Water System Modeling to Support Water & Sewer Extension to Economic Development Projects (Treasure 200 & Navarette)
- C) Task Order for Keller Associates for Sanitary Sewer Modeling in Support of Infrastructure Extension to Economic Development Properties (Treasure 200 & Navarette)
- D) Task Order for Jacobs for Design of Water & Sewer Infrastructure Extension to Economic Development Properties (Treasure 200 & Navarette)
- E) Resolution #2021-109: Infrastructure Project Design

8) DISCUSSION ITEMS

- A) Mental Health and Policing Service Delivery Under Ballot Measure 110
- B) Response to Citizen Concerns Voiced at a Prior Meeting

9) HAND-OUTS

10) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

11) ADJOURN

The City Council may recess/adjourn to Executive Session under ORS 192.660(2) as follows: (a) Employment of Public Officers, Employees, or Agents; (b) Discipline of Public Officers, Employees, or Agents; (d) Labor Negotiations; (e) Real Property Transactions; (f) Exempt Public Records; (g) Trade Negotiations; (h) Litigation /Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) Labor Negotiations.

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**AGENDA REPORT
CONSENT AGENDA
March 23, 2021**

To: Mayor and City Council

FROM: Al Cablay, Public Works Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: BID AWARD: 2021 CHIP SEAL OIL, FOG SEAL OIL, DISTRIBUTION, AND FREIGHT

DATE: March 18, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL AWARD THE 2021 CHIP SEAL BID TO THE APPARENT LOW BIDDER; ERGON ASPHALT AND EMULSIONS FOR A NOT-TO-EXCEED AMOUNT OF \$77,000.00.

SUMMARY:

Three (3) competitive bids were solicited from licensed paving contractors. All bids submitted were determined to be valid with all appropriate permits, licenses, insurance, and bonding. The list of contractors are as follows:

Albina's, Inc.

Ergon Asphalt and Emulsions, Inc.

Idaho Asphalt, Inc.

BACKGROUND:

Each year the Public Works Department budget has included monies to perform annual street maintenance for both crack sealing and chip sealing efforts. The community is divided into ten- (10) Zones and due to limited funding have only been able to concentrate on the main arterials referred to as the Primary and Secondary Routes. The budgeted figure has for the past decade been the cost of material spent each year with skilled labor being provided by Public Works crewmembers through Jacobs.

CURRENT SITUATION:

This pavement maintenance effort is a continuation of the same activities as provided in the past. The proposed FY2021-22 Capital Improvement Program (CIP) contains a project that will establish a Pavement Condition Assessment that will provide a prioritized listing of city streets based upon the level of use and roadway severity.

ANALYSIS:

- A. **STRATEGIC PLAN** The bids are ranked from lowest to highest. The City's Strategic Plan goals that this project support are: Lifestyle, Desirability, and Beautification.
- B. **FINANCIAL** Funded by Street User Fees billed monthly on each utility bill.

The \$77,000 low bid is under the approved budget amount of \$150,000. The remaining \$73,000 can be used toward the backlog of streets requiring this similar pavement maintenance treatment. Public Works staff will identify those locations and prioritize most needing maintenance.

- C. **TIMING** Continuous effort toward establishing an Annual Roadway Maintenance Program. The project aligns with the past seasonal construction schedules that take into account the availability of material and weather conditions conducive to this method of pavement rehabilitation.
- D. **POLICY/LEGAL** The project continues with the same allotment and level of effort as previous years thereby staying on pace maintaining the city's current roadway conditions.

ALTERNATIVES:

Approve staff recommendation to award bid to apparent low bidder.

Make no award and disqualify all submitted bids.

Disagree with staff's recommendation and award the bid to another bidder. Action would be conducted without staff recommendation.

RECOMMENDATION:

Staff recommends the City Council award the bid to the apparent low bidder, Ergon Asphalt and Emulsions, Inc., for the amount of not-to-exceed \$77,000.00.

ATTACHMENTS:

- 1. Albina Oil Quote-2-4-21
- 2. Ergon oil quote
- 3. N-Bid29364-21-29364-Quote Document 2019-ONTARIO CITY OF-2021 Asphalt Materials
- 4. Oil bid breakdown 2021

ALBINA ASPHALT

Improving the road ahead.

801 Main St., Vancouver, Wa. 98660
360-816-8536
800-888-5048
FAX: 360-816-8537

FAX TRANSMITTAL

TO: Casey Mordhorst

COMPANY: City of Ontario

FAX NO: _____

DATE: 2/4/2021

NO. PAGES: 1

FROM: Kyle Arntson

PROJECT NAME:

BID ITEM	PRODUCT	TONS	PRICE/TON @ Madras	FREIGHT per ton	Delivered to Ontario, OR
	CRS-2P OR	115	\$400.00	\$73.00	\$473.00
	CRS-2R	115	\$410.00	\$73.00	\$483.00
	CSS-1	32	\$375.00	\$73.00	\$448.00
All loads based on 28/ton minimum freight charge					
Demurrage rate is \$100.00/hr AFTER (2) free hours to unload					
Distributor rate is \$250.00/hr with (6) daily minimum charge					
layover for trucks is \$250.00/night					

These prices are good for 15 days from the date of this quote; the quote does not guarantee supply or transport. A signed acceptance is required to confirm the quote. There shall be no obligation to have available or deliver any or all of the products included on the quote in the customary manner when such availability or deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by any other similar or different acts of civil or military authorities, or by other like causes beyond the control of Albina Holdings, Inc., dba Albina Asphalt.

SIGNED ACCEPTANCE: _____ DATE: _____

Ergon Asphalt & Emulsions, Inc.

CONFIDENTIAL PRICE QUOTE (Revision #1)

DATE 2/2/21 DURATION//END DATE END DATE 2: QUOTE REVISION
ENTER ORDER: YES ☐ NO ☐ BID DATE: 2/5/21
COMPANY: PHONE FAX
COMPANY CONTACT: E-MAIL
PROJECT NAME: The City of Ontario Oregon
CUSTOMER PO#: CUSTOMER JOB#: PROJECT COUNTY:
ENVIRONMENTAL FEE INCLUDED IN PRICE: YES ☒ NO ☐ N/A ☐
TAX INCLUDED IN PRICE: YES ☐ RATE: NO ☒ N/A ☐ IS THE JOB BONDED YES ☐ NO ☐
INDEX: YES ☐ NO ☒ INDEX ESCALATOR SPECIFICS:
JOB START DATE ORDER LEAD TIME REQUIREMENTS

PRODUCT(S)	QUANTITY	QUOTED PRICE
CRS-2R	115 Tons	\$457.00/Ton
CSS-1	32 Tons	\$357.00/Ton

ALL CUSTOMERS MUST CALL TO RECEIVE EA&E REFERENCE NUMBER PRIOR TO PRODUCT PICK-UP OR DELIVERY. ASPHALT SUPPLY RESTRICTIONS ARE FORECASTED FOR THE FUTURE AND PRODUCT PRICING AND PRODUCT SUPPLY ARE SUBJECT TO AVAILABILITY. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. OFFER MAY NOT BE VALID UNTIL ACCEPTED BY CUSTOMER IN WRITING OR FOR A MAXIMUM OF 30 DAYS OF THIS DATED QUOTE SHEET, WHICH EVER COMES FIRST. CUSTOMER IS LIABLE FOR TAXES CHARGED AT THE TIME OF PURCHASE UNLESS A TAX EXEMPT FORM HAS BEEN RECEIVED BY ERGON TAX DEPARTMENT. FEDERAL ENVIRONMENTAL FEES WILL BE ADDED TO THE ABOVE PRICES AT RATE OF \$0.49770/TON OR \$0.00150/GAL. ⚠ WARNING: This product can expose you to chemicals including benzo(a)pyrene, which is known to the State of California to cause cancer. For more information, go to [www .P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

TERMINAL LOCATION	SHIPPING METHOD
Boise, ID	Delivered
-	-

FREIGHT RATE: \$24 **FREIGHT COMMENTS:** Distributor Service: \$24/Ton or \$240/HR whichever is greater

CUSTOMER WILL BE BILLED ACTUAL FREIGHT COST FOR DELIVERY. CUSTOMER WILL BE BILLED ACTUAL FREIGHT COST FOR RETURNS PLUS \$15.00/TON. CUSTOMER WILL BE BILLED ACTUAL CHARGES FOR STAND BY AND OTHER MISCELLANEOUS FREIGHT CHARGES. EMULSION RETURNS MUST BE APPROVED IN ADVANCE. DILUTED EMULSIONS ARE NON-RETURNABLE. EA&E WILL NOT BE RESPONSIBLE FOR EMULSION QUALITY, STORAGE LIFE, TANK/EQUIPMENT CLEANING, RETURN, OR DISPOSAL OF ANY EMULSION PRODUCTS THAT ARE NOT STORED AND HANDLED IN ACCORDANCE TO EA&E'S WRITTEN STORAGE AND HANDLING SUGGESTIONS. ALL ESTIMATES AND QUOTATIONS ARE CONTINGENT UPON CREDIT APPROVAL. ADDITIONALLY, CUSTOMER AGREES THAT ALL SALES OF PRODUCT BY CREDITOR TO THE CUSTOMER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS LOCATED AT [HTTP://ERGONASPHALT.COM/GP.PHP](http://ERGONASPHALT.COM/GP.PHP). ANY ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER, WORK ORDER, CONFIRMATION OF PURCHASE ORDER, PROPOSAL OR OTHER DOCUMENTATION ISSUED BY APPLICANT ARE EXPRESSLY EXCLUDED AND SHALL NOT BE BINDING UPON CREDITOR UNLESS INCLUDED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CREDITOR. THIS AGREEMENT SHALL BE BINDING UPON THE CUSTOMER AND ITS SUCCESSORS AND ASSIGNS.

APPROVED BY AREA SALES MANAGER -

COMMENTS:



Idaho Asphalt Supply, Inc.

Asphalts • Emulsions • Road Oils

P.O. Box 966, Nampa ID 83653

Phone: (208) 466-9541

Fax: (208) 465-4815



TO: ONTARIO, CITY OF
ATTN: Casey Mordhorst
444 S. W. 4TH
Ontario, OR 97914
Phone: (208) 870-2844

Fax:

RE: 2021 Asphalt Materials

PROJECT NUMBER:

BID DATE: February 05, 2021

Product	TONS	Price/Ton Tax Excluded	Effective Thru	Freight Per Ton	FOB
CRS-2R	115.00	\$474.00	10/31/2021	\$25.00	Nampa
CSS-1	32.00	\$474.00	10/31/2021	\$25.00	Nampa

DISTRIBUTOR SERVICE
\$1,500.00 Minimum Charge

\$25.00/TON OR
\$250.00/HOUR
(WHICHEVER IS GREATER)

Contract Special Provisions:

Prices firm on quantities quoted for 2021. Any overages or substitutions may be repriced.

- 1> All Product Will Conform to The State of Oregon specifications.
- 2> **Idaho Asphalt Supply, Inc** reserves the right to ship from any supply facility on a freight equalized basis.
- 3> This price quotation is made expressly subject to the Terms and Conditions of the **Idaho Asphalt Supply, Inc** standard purchase agreement.
- 4> Freight will be billed separately by a common carrier.
- 5> Freight is subject to a fuel surcharge at time of delivery.
- 6> The above prices on the above quantities are valid for 5 (five) days from the date of the quotation and if accepted within the stated period will remain effective thru the **2021** season.

Miscellaneous incidental charges are as follow:

All prices based on a 30-ton minimum. Full freight charges to destination and 1/2 freight charges will be assessed on returned product. No credit will be given for anti-strip or diluted materials. Unloading time: 2.00 hours free then \$125.00 per hour thereafter. Overnight holdover: \$400.00 per night. Restocking fee for returned product: \$250.00, Equipment charge for job-site pump-off, flat fee per occurrence (no polymer modified asphalts) \$125.00.

Thank you for giving us the opportunity to prepare this bid.

Monte Mason
Idaho Asphalt Supply, Inc

Accepted By: _____ Firm: ONTARIO, CITY OF Date: _____

Chip seal/Fog coat oil Quotes

<i>Contractor</i>	<i>Product</i>	<i>Bid Amount</i>	<i>Oil Tons</i>
Ergon	CRS-2R chip seal oil	\$ 457.00	115
<i>Contact</i>	Fogseal oil	\$ 357.00	32
Josh Giudice	Delivery cost	\$ 24.00	147
<i>Phone # 208-972-0353</i>	Spreading cost	\$ 240.00	32

<i>Contractor</i>	<i>Product</i>	<i>Bid Amount</i>	<i>Oil Tons</i>
Idaho Asphalt Supply Inc.	CRS-2R chipseal oil	\$ 474.00	115
<i>Contact</i>	Fog seal oil	\$ 474.00	32
Monte Mason	Delivery cost	\$25.00	147
<i>Phone # 208-466-9541</i>	Spreading cost	\$ 250.00	32

Total

<i>Contractor</i>	<i>Product</i>	<i>Bid Amount</i>	<i>Oil Tons</i>
Albina Asphalt Inc.	CRS-2R chipseal oil	\$ 410.00	115
<i>Contact</i>	Fog seal oil	\$ 375.00	32
Kyle Arntson	Delivery cost	\$ 73.00	147
<i>Phone # 360-816-8546</i>	Spreading cost	\$ 250.00	32

*** \$250.00/night lay over for distributor trucks

Total cost
\$ 52,555.00
\$ 11,424.00
\$ 3,528.00
\$ 7,680.00

4 - 8 hour
days

\$ 75,187.00

Total cost
\$ 54,510.00
\$ 15,168.00
\$ 3,675.00
\$ 8,000.00

4 - 8 hour
days

\$ 81,353.00

Total cost
\$ 47,150.00
\$ 12,000.00
\$ 10,731.00
\$ 8,000.00

4 - 8 hour
days

\$ 77,881.00



**AGENDA REPORT
OLD BUSINESS
March 23, 2021**

To: Mayor and City Council

FROM: Adam J. Brown, City Manager

THROUGH: Adam J. Brown, City Manager

SUBJECT: BID AWARD: WAYFINDING SYSTEM

DATE: March 19, 2021

PROPOSED MOTION:

I MOVE THAT THE CITY COUNCIL AWARD THE WAYFINDING BID TO ACSM IN THE AMOUNT OF \$220,301.

SUMMARY:

The city concluded its wayfinding study in the summer of 2020. City staff wrote a procurement request for fabrication and installation of signage. The bids were received and are ready for award.

BACKGROUND:

The city wrapped up its wayfinding design in the summer of 2020 by Trademark, Design | Fabrication of Boise, Idaho. Funds were budgeted in the current fiscal year to begin implementation of the wayfinding system. Additionally the city's grant writers, Merchant McIntyre, completed an application for grant funds to leverage the city's budgeted amount.

Staff prepared an invitation to bid, using the specifications produced by Trademark, Design | Fabrication. The solicitation for bidders went out on January 22, 2021. Bids were received by 2 pm MST at City Hall and were opened over video conference.

CURRENT SITUATION:

Build-out of the wayfinding system will be done over multiple years. The bid documents phased the build out of the system over three years as budget dictates.

The city received five bids. Total bid price is based on nine different sign types multiplied times the number of signs in the bid table. The following total bids were received:

Trademark: \$292,060.47

Sea Reach \$332,660.00

ACSM \$220,301.00

Graphic House: \$254,139.00

Knight Signs: \$364,390.84

The low bid was from ACSM, out of Charlotte, North Carolina. As due diligence, I made a follow-up call to ACSM, to ensure that their mobilization costs were included, that it was a phased production, and that all costs in the bid were included in their price. They confirmed that they were included in the cost. The bid tabulation is attached as well as the bid from ACSM.

Several bidders did not follow bid instructions. One said that final cost was subject to an additional design and review. Another said they did not include mobilization and breakaway bolts, and another based their costs on a single build-out which was clearly not what was requested.

Staff recommends working with ACSM over three years to build out the City Wayfinding system as budget dictates.

The City Council inquired about whether ACSM needs to be licensed by the Oregon Contractors Board. In a follow up call to ACSM they said that typically the work they do, installing signs, does not require that, even in their own state. If they are, he said, they will do what is needed to make sure they are operating within the requirements of the state.

The Council requested specific response from the Oregon Contractor's Licensing Board. I reached out to them this week and hope to have a response by meeting time. I spoke with the contractor and we both searched the Contractor's Licensing Board and did not find applicability to this project. We will get a firm answer directly from them though and the contractor is willing to do whatever is required.

ANALYSIS:

- A. **STRATEGIC PLAN** This project supports the Beautification goal of the Ontario Strategic Plan under the "Bring more art and culture to Ontario" strategy, and under the activities of "Enhance our Gateway" and "Create Matching Entrances."

- B. **FINANCIAL** This year's budget includes \$60,000 for the wayfinding sign production and installation. If the city is successful with the Our Town grant we would have \$120,000 for this fiscal year. Staff has recommended \$57,650 for the Fiscal Year 2021-2022 buildout, giving us a total amount to be worked on this summer of \$177,650. Without the grant award, we would only build \$117,650 in signage.
- C. **TIMING** Staff is hoping to receive notification of the National Endowment for the Arts, Our Town, grant in April, which will leverage the current years budget into a total of \$120,000 for wayfinding signs. Given it's the end of the year, the hope is that they could use the budget from the current fiscal year and whatever budget is approved for Fiscal 2021-2022 to combine the production of both fiscal years and then to have additional funding in 2022-2023.
- D. **POLICY/LEGAL** Only the City Council has the authority to award the bid.

ALTERNATIVES:

Take No Action: The city will not be able to move forward with fabrication and installation.

Choose Another Bid: The Council can choose another bid, but they must state the reason for choosing the other bid.

RECOMMENDATION:

City staff recommends awarding the contract to ACSM in the amount of \$220,301.

ATTACHMENTS:

1. Bid Tabulation_Wayfinding_2 19 2021
2. Ontario-OR-RFP-Merged-02192021

City of Ontario Bid Tabulation Results for Wayfinding Signs - Under Review

Quantity		Trademark		Sea Reach		ACSM		Graphic House		Graphic House		Knight Signs	
Monument Sign	3	\$ 27,562.22	\$ 82,686.66	\$ 24,500.00	\$ 73,500.00	\$ 22,072.00	\$ 66,216.00	\$ 62,808.00	\$ 188,424.00	\$ 20,936.00	\$ 62,808.00	\$ 28,534.41	\$ 85,603.23
Vehicular Directional Downtow	2	\$ 9,423.14	\$ 18,846.28	\$ 13,210.00	\$ 26,420.00	\$ 8,420.00	\$ 16,840.00	\$ 19,262.00	\$ 38,524.00	\$ 9,631.00	\$ 19,262.00	\$ 19,053.86	\$ 38,107.72
Vehicular Directional	3	\$ 7,040.84	\$ 21,122.52	\$ 10,295.00	\$ 30,885.00	\$ 5,450.00	\$ 16,350.00	\$ 18,384.00	\$ 55,152.00	\$ 6,128.00	\$ 18,384.00	\$ 10,691.63	\$ 32,074.89
Vehicular Directional	6	\$ 7,040.84	\$ 42,245.04	\$ 10,295.00	\$ 61,770.00	\$ 5,450.00	\$ 32,700.00	\$ 36,672.00	\$ 220,032.00	\$ 6,112.00	\$ 36,672.00	\$ 10,504.51	\$ 63,027.06
Pedestrian/Bike Trail Head	3	\$ 7,691.34	\$ 23,074.02	\$ 8,620.00	\$ 25,860.00	\$ 4,200.00	\$ 12,600.00	\$ 18,225.00	\$ 54,675.00	\$ 6,075.00	\$ 18,225.00	\$ 7,833.82	\$ 23,501.46
Pedestrian Walkable Downtow	4	\$ 8,985.62	\$ 35,942.48	\$ 11,355.00	\$ 45,420.00	\$ 5,830.00	\$ 23,320.00	\$ 24,876.00	\$ 99,504.00	\$ 6,219.00	\$ 24,876.00	\$ 10,793.25	\$ 43,173.00
Pedestrian Trail Marker	3	\$ 5,354.79	\$ 16,064.37	\$ 5,750.00	\$ 17,250.00	\$ 1,725.00	\$ 5,175.00	\$ 10,965.00	\$ 32,895.00	\$ 3,655.00	\$ 10,965.00	\$ 5,236.33	\$ 15,708.99
Viewpoint Stones	15	\$ 1,000.00	\$ 15,000.00	\$ 525.00	\$ 7,875.00	\$ 1,650.00	\$ 24,750.00	\$ 27,375.00	\$ 410,625.00	\$ 1,825.00	\$ 27,375.00	\$ 1,088.55	\$ 16,328.25
Neighborhood Signage	6	\$ 6,179.85	\$ 37,079.10	\$ 7,280.00	\$ 43,680.00	\$ 3,725.00	\$ 22,350.00	\$ 35,572.00	\$ 213,432.00	\$ 5,928.67	\$ 35,572.00	\$ 7,811.04	\$ 46,866.24
		\$ 292,060.47		\$ 332,660.00		\$ 220,301.00		\$ 1,313,263.00		\$ 254,139.00		\$ 364,390.84	
Hourly Rate		\$ 100.00		\$ 65.00		\$ 125.00		\$ 145.00				\$ 195.00	
Vendor Acknowledgement Form		Yes		Yes		Yes		Yes				Yes	
		3.00%		3.00%		1.80%		2.50%				3.00%	
		3.00%		5.00%		1.80%		2.50%				3.00%	
Notes		1 year warranty, price based on doing everything at once.		State that this is not a final bid. They believe there are fabrication methods that could save money.				Breakaway bolts not included. Mobilization cost not included. Inflation adjustments subject to change. 3-year warranty				1 year warranty, Cost subject to final design and review. Bid submitted 1 hour late.	
Responsive		No		Yes		Yes		No				No	

City of Ontario, OR

Submitted February 19th, 2021



WAYFINDING
design • planning • fabrication • installation

Wayfinding Sign Production & Installation RFP Submission

Copyright 2021 ACSM Inc.



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal
c: 704.617.1044
o: 704.910.0243
gnocik@acsminc.com

2525 distribution st
Charlotte, NC 28203

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A wayfinding system not only guides visitors and residents to their final destination, it shows how proud a place is of the unique character it has to offer.

It tells a story that starts with a welcome monument and leads directly to the heart and soul of your thriving community.

Introduction

ACSM is a full service, Design+Build firm with over 50 years of combined experience in the design and sign manufacturing industry. Having reviewed the RFP, and learned about the City of Ontario’s local landscape, we feel confident in our understanding of the challenge faced. Our solution places primary focus on the following:

- Providing accurate manufacturing and installation of monument, vehicular, pedestrian, and neighborhood signage, as well as the viewpoint stones.
- Identify opportunities to reduce complexity and maintenance costs through value engineering
- Provide timely completion of the project.

In the following pages you will learn more about our firm, view previous projects of similar scope, and be shown our vision for a wayfinding system that will elevate the community’s perception of the City of Ontario as a whole.

Our experience and expertise in the industry spans government, residential, commercial, and public art installation. We approach each project as a custom design and also provide, branding, master sign planning, project management, and construction services. ACSM’s distinct **Design+Build Approach** aligns the design, fabrication and installation processes and allows for a single point of responsibility, creating peace of mind.

Located in Charlotte - North Carolina, ACSM’s 10 staff members form a tight team with extensive knowledge in the graphic and sign manufacturing industry. This ensures our quality and workmanship throughout all aspects of the project and protects your investment. A wayfinding system should be seen as a 20 year investment, which is why we design and fabricate for ease of maintenance using only the most durable materials and finishes. All plans created in the completion of this project, including shop drawings, will become the property of The City of Ontario.

We look forward to seeing your project through to successful completion and appreciate the opportunity to bid on the Wayfinding project.

Sincerely,



Glen Nocik
Principal Director



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal

c: 704.617.1044

o: 704.910.0243

gnocik@acsminc.com

2525 distribution st

Charlotte, NC 28203



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal
c: 704.617.1044
o: 704.910.0243
gnocik@acsminc.com

2525 distribution st
Charlotte, NC 28203

I. Company Overview

We're proud of our traditional roots.

You can trace the history of ACSM directly to our patriarch, Roberto Nocik, who was born in 1930 in Buenos Aires, Argentina from Russian immigrant parents. From an early age, Roberto discovered his talent and love for art. Instantly deciding his artistic path in life, he attended The National School of Fine Arts Manuel Belgrano where he received his Bachelor in Fine Arts. Realizing the artistic value and the potential business possibilities, he attended The National School of Fine Arts Prilidiano Pueyrredon where he received a Master of Fine Arts with a concentration in the sign painting trade. After 3 years of painting murals and lettering mass transit vehicles for the Buenos Aires Department of Transportation, he headed to America to continue the rich, traditional trade of hand sign lettering.

In 1959 he began to work for LG Sign Company, a prominent sign business in New Jersey. In 1970, after 11 years he decided to form his own company, Roberto Signs, Inc. After 10 very successful years he sold the company and moved to Fort Lauderdale, Florida for a new challenge (and to get away from the long, cold winters).

In 1980 he reopened Roberto Signs again, but this time his two eldest sons joined him in business. In 1993, after 13 successful years he started to think about retiring so he began scaling down to make his company a simple and less stressful operation. For the next 3 years he enjoyed a much less hectic schedule and worked with just a few of his longtime clients to keep busy.

Throughout the busiest part of his sign business career, his youngest son Glen had always loved learning all the old world traditions of hand-lettering, gold leaf techniques and sign design & layout, but was still in school. In 1996, after attending college, Glen joined his father in the family business.

In 2004 Roberto was ready to fully retire and Glen was finally experienced enough to take on the challenge of continuing the family sign business in the City of Charlotte, NC. Originally, ACSM's Carolina name was American Classic Sign Manufacturing which paid homage to the country who had blessed Roberto Sr. with humble success. Today, the firm's name is now shortened to ACSM, Inc. which still proudly honors its family roots.



II. Project Team

Glen Nocik

Principal/Project Director

Glen brings over 20 years of an accomplished apprentice under the predecessor to ACSM, Roberto Signs, Inc. Learning first-hand the old world techniques of gold leaf and hand lettering, Glen brought ACSM into the future by integrating his technical computer knowledge with the basic principles of successful sign design.

His comprehensive direct experience from initial sign design to fabrication and installation provide a wealth of industry insight for every stage of project consultation to provide a successful and smooth sign project.

Glen has consulted and project managed the wayfinding signage projects in residential and commercial communities as well as NC cities and towns. He is knowledgeable with the various processes to expedite the different stages of the sign management process in a timely and budget conscious manner, all while adhering to MUTCD required standards.

Because of his broad knowledge of appropriate sign design to fabrication process, Glen consults with other local design firms with their projects.

Direct Line: 704.617.1044
gnocik@acsminc.com

Mark Hagerty

Managing Director

Mark comes to ACSM with 20 years of experience in product design and development. He studied architecture, wayfinding, industrial design, and human factors at Syracuse University. Through his career he has led international creative and technical teams in a corporate setting.

At ACSM, he focuses on operations management, wayfinding system design, branding, sign design, as well as production design and process improvement. As a student of the “Design Thinking” process, he approaches creative problem solving by focusing on understanding data and its deeper context. He applies this methodology to all facets of the project.

Direct Line: 704.724.1909
mhagerty@acsminc.com

Maria Nocik

Director of Marketing & Design

Maria has over 25 years experience in the graphic design industry. From running her own successful design firm to maintaining the positions of Marketing & PR Director and Creative Director at the Levine Jewish Community Center in Charlotte, NC, Maria brings her graphic artist background to ACSM.

These diverse qualities greatly benefit the ACSM team as we work with cities and towns in developing their brands or other related graphic design needs.

Direct Line: 704.771.9505
mnocik@acsminc.com

Joe Nodzak

Lead Production Designer

Joe Nodzak studied Historic Preservation at the Savannah College of Art and Design before moving to Charlotte and joining the ACSM team in 2017. As the Lead Production Designer, Joe is responsible for guiding a project from an idea on paper, to the real world. With expertise in both 2D and 3D production design, he helps translate design intent into reality.

jnodzak@acsminc.com

Matty Cagle

Shop Manager

Matty has been working in the sign industry since 2010 and joined the ACSM team upon relocating to Charlotte from Norfolk, Virginia in 2015. As shop manager, Matty is responsible for taking raw materials and turning them into beautiful signs. His experience in both CNC and commercial paint technologies allows him to lead the ACSM shop team through all facets of production.

mcagle@acsminc.com

Armin Nocik

Projects Manager

Armin is a veteran in the sign industry, having owned and operated a sign company for 16 years in addition to having worked for Roberto Signs, Neon Images, BR Signs, and Art Sign Co. for a combined 11 years. He helps oversee the production process and handles project logistics from material sourcing, to quality control and field operations.

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WAYFINDING
design • planning • fabrication • installation

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III.A. City of Conyers, GA

CASE STUDY: Wayfinding Sign System

ACSM was awarded the Contract to fabricate and install a city wide sign system for the City of Conyers, GA. The provided design intent drawings juxtaposed clean lines with an industrial aesthetic linking the town to it's railroad heritage.

During the production design process, we were able to reduce complexity and material costs, while maintaining the overall integrity of the design. In additional to fabrication and installation, we worked with the Department of Public Works, helping coordinate everything from underground utility locates, to coordinating multiple electrical services powering the back-lit monument signs.

The largest hurdle faced was in dealing with the granite bedrock just under the surface of the ground. Our value engineering processes allowed us to adapt shallow footers with larger footprints, instead of deep, narrow excavations. We also partnered with a hydro trenching service familiar with the local terrain to simplify the electrical installation. This was all done while maintaining tight engineering compliance with Georgia regulations.



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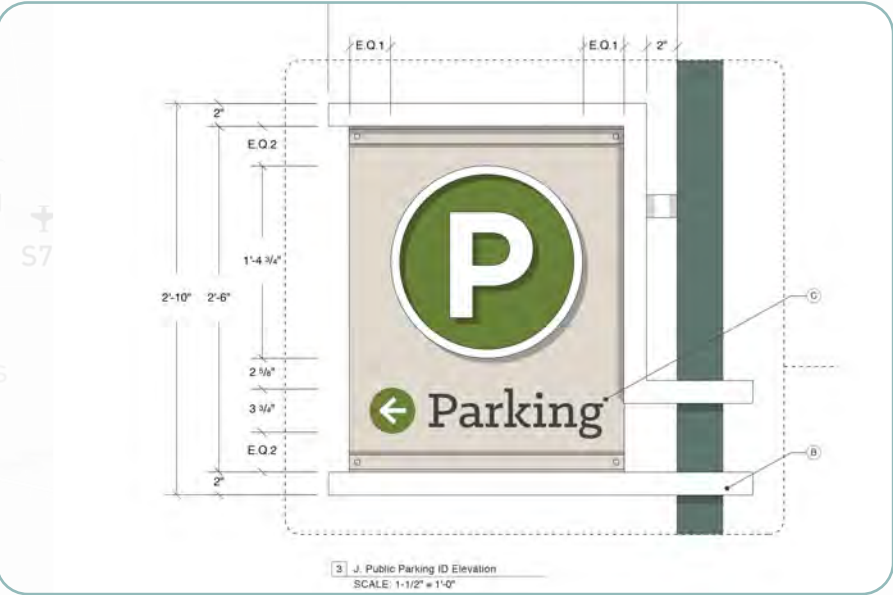
Charlotte, NC 28203

III.A. City of Conyers, GA
CASE STUDY: Wayfinding Sign System

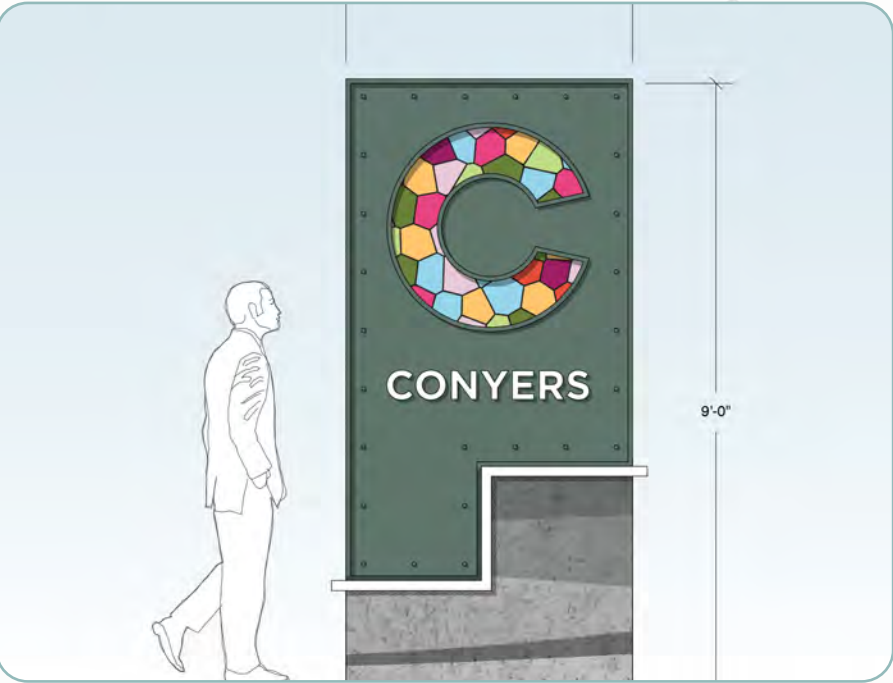
Construction Drawing & Rendering (provided by client)



Design Intent Drawing



Design Intent Drawing



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III.B. City of Wilson, NC

CASE STUDY: Wayfinding Sign System

ACSM was selected to design, fabricate and install a city wide sign system for the City of Wilson, utilizing ACSM’s full Design+Build capabilities. Through close collaboration with their multidisciplinary design approval committee, we created a unique solution that honors the city’s hallmark whirligig park by nesting a dimensional gear motif inside the unconventional I-beam posts. Special attention was given to using the wave components found in the City’s re-brand in both the wayfinding signs as well as the monuments.

With phase 1 installation underway, this project is slated for completion in Q1 of 2021.



WAYFINDING
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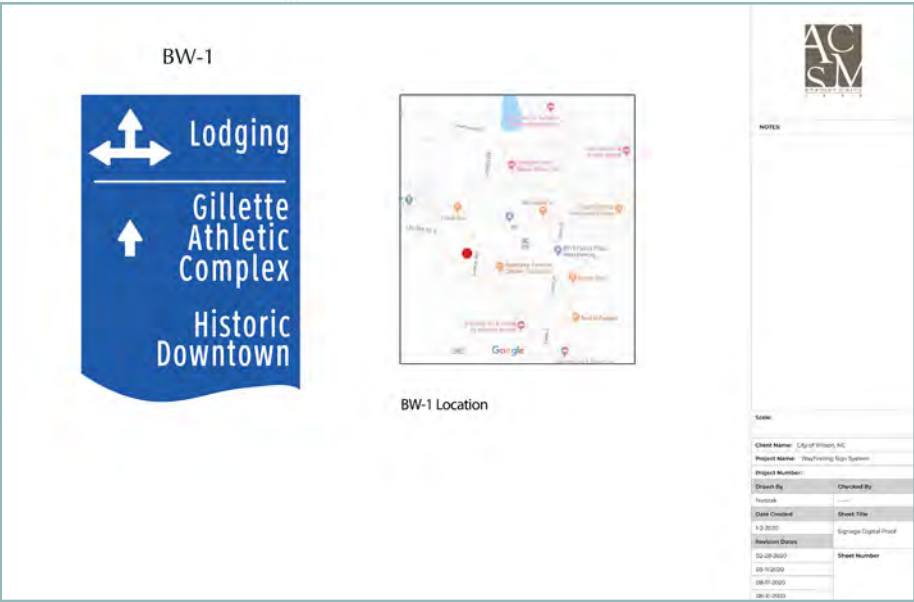
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III.B. City of Wilson, NC
CASE STUDY: Wayfinding Sign System

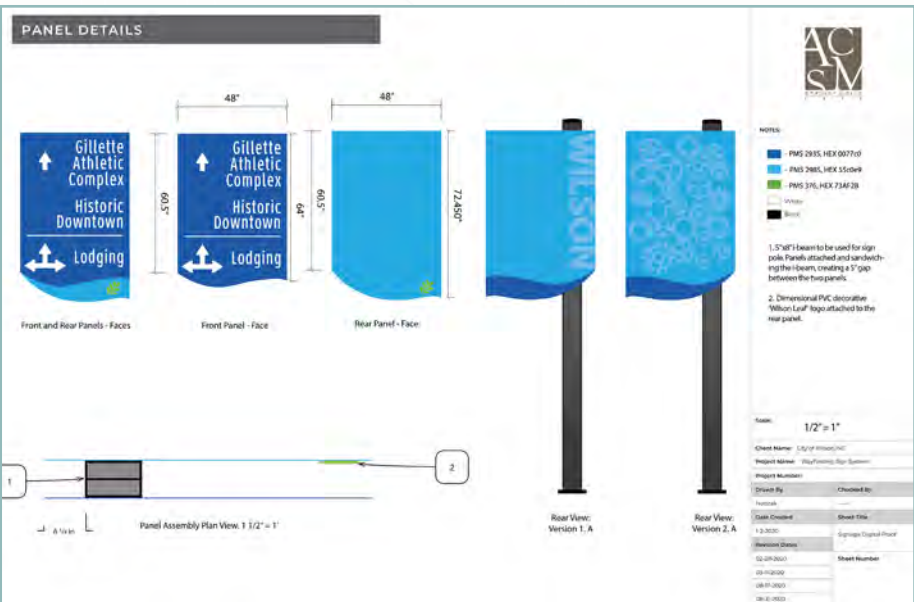
Element Detail



DOT Packet - Placement Guide (1 of 53)



DOT Packet - Sign Layout Guide



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III.C. City of Shelby, NC

CASE STUDY: Wayfinding System

Home to the Don Gibson Theatre and the world-famous Earl Scruggs Center, visitors from as far away as Japan travel to the quaint City of Shelby, North Carolina to experience the life and history of the prominent Shelby son that gave the banjo instrument an international voice.

A strong commitment from the city, citizens and business leaders prompted the desire to implement a city-wide wayfinding system to guide the influx of visitors into Shelby. Though the city did not have a “brand,” to incorporate into the sign design, the city still wished to move forward with the anticipated revitalization project.

ACSM met with the committee to design impactful signs that would still reflect the city’s past, present and future without including a specific brand image. Four unique and artistically interpretive finial designs that exemplify the best of Shelby were custom designed and fabricated along with distinctive design variations in the trailblazing and wayfinding signage.

The entire process (from design to fabrication) which began in March 2014, put the project on a fast track schedule that easily cleared NCDOT/ MUTCD compliance regulations. ACSM designed, fabricated and installed the entire Phase I that included 53 total signs completed in February 2015.



WAYFINDING
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III.C. City of Shelby, NC

CASE STUDY: Hanna Park Wayfinding

Having completed the City of Shelby’s wayfinding project with great acclaim, we were asked to lead the planning, design, and fabrication of the a wayfinding system focused on increasing the usability of Shelby’s new soccer facility known as Hanna Park.

After a multiphase design process, the ideal solution revealed itself as a system that addresses both vehicular and pedestrian traffic at a number of different scales. In keeping with the natural beauty of the park, the aesthetic chosen is decidedly rustic, but references Shelby’s existing identity in both design and construction. Rough hewn cedar posts were used along with aluminum panels for longevity and consistency with the city wayfinding system.

The sign system intuitively moves users into the park via a large highway facing monument sign, easily locates and identifies each soccer field, multiple pavilions, and provides hiking trail navigation to ensure all paths of entry and egress are intuitive for park visitors.



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III.C. City of Shelby, NC

CASE STUDY: City-Wide Park Wayfinding

Upon completion of the Hannah Park sign system, the city was extremely pleased with the final product and asked us to extend the design aesthetic to the remaining parks.

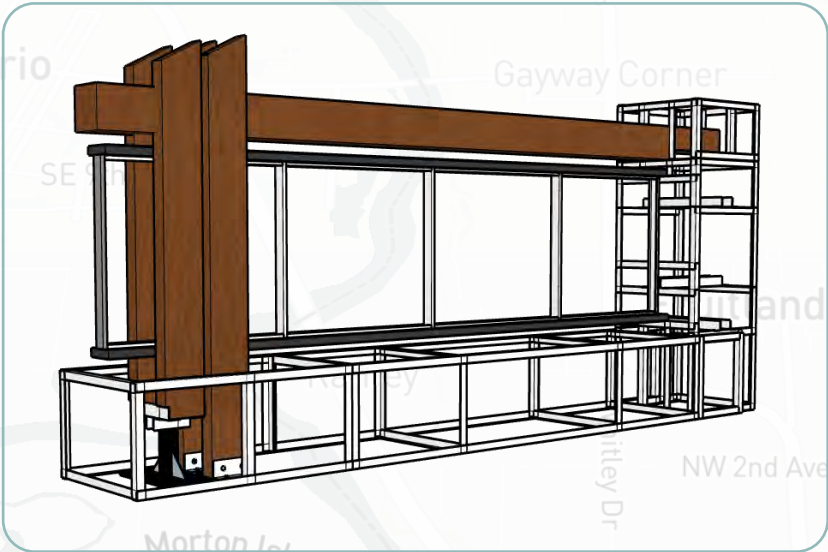
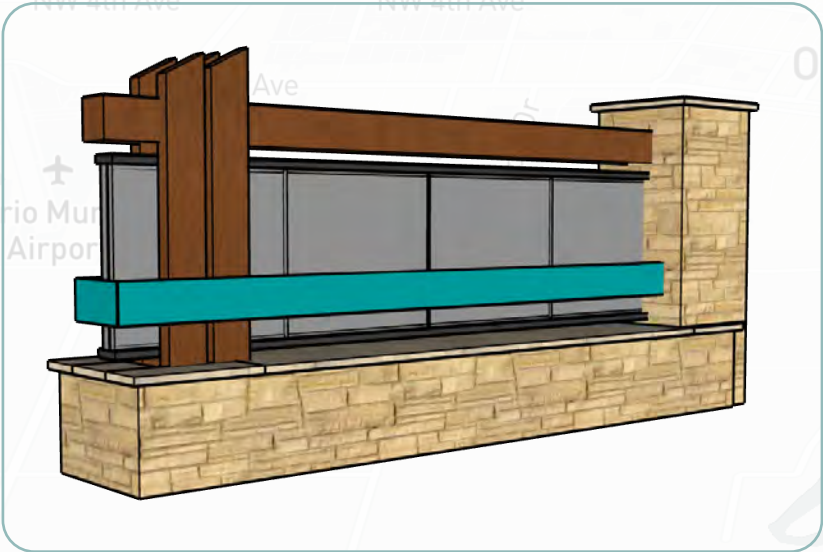
The goal was to create consistency between all of the parks, while providing special focus on their largest and most trafficked “City Park” location. To differentiate this facility from the others, a custom monument sign was created emphasizing a complimentary color palate while maintaining the use cedar posts through the entire system. The design process was representative of our approach on all projects. Starting with illustrated design concepts, then moving on to 3D modeling techniques to establish our production design approach and final dimensions. Fabrication, site prep, and installation were all handled by our in house team.



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III.C. City of Shelby, NC
CASE STUDY: City-Wide Park Wayfinding



ACSM was awarded the RFP bid for the fabrication and installation of the 140 sign project. Shortly after fabrication started, the team at ACSM raised structural concerns with the county and the engineering team who designed the project.

After further investigation, it was discovered that the engineering firm had failed to design for wind load which placed a hold on the time sensitive project. After several months of deliberation, the county consulted and contracted with ACSM to complete the project properly.

ACSM was able to redesign and engineer all of the signs properly and complete all NCDOT submissions and acquire proper encroachment agreements so the project could be nearly complete in time for the 2018 FEI World Equestrian Games hosted in Mill Springs, North Carolina.

III.D. Rutherford County, NC

CASE STUDY: County Wide Wayfinding



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Rutherford County Wayfinding

Rutherfordton:	40
Forest City:	25
Spindale:	11
Lake Lure:	17
Chimney Rock:	3
County Wide:	44

Total Signs: 140



III.E. City of Asheville, NC

CASE STUDY: Park Wayfinding

In late fall of 2017, ACSM was awarded the RFP for Asheville’s park identification signs. The project consisted of the fabrication and installation of 22 park entrance signs located throughout the city. Each sign included masonry stone bases and were sandblasted to mimic a hand carved sign. The signs were then hand-painted to complement the existing natural surroundings and illuminated for early morning or evening readability.

Prior to completion of the sign project, the city also requested new custom park rules signs to be placed in 100 locations throughout the city. ACSM designed two different versions that integrated nature elements of the mountain city. Once a design was chosen, the park rules signs were fabricated and installed within the same time frame of the original park ID sign project.

ACSM is currently installing 14 additional signs as a part of a phase 2 installation.



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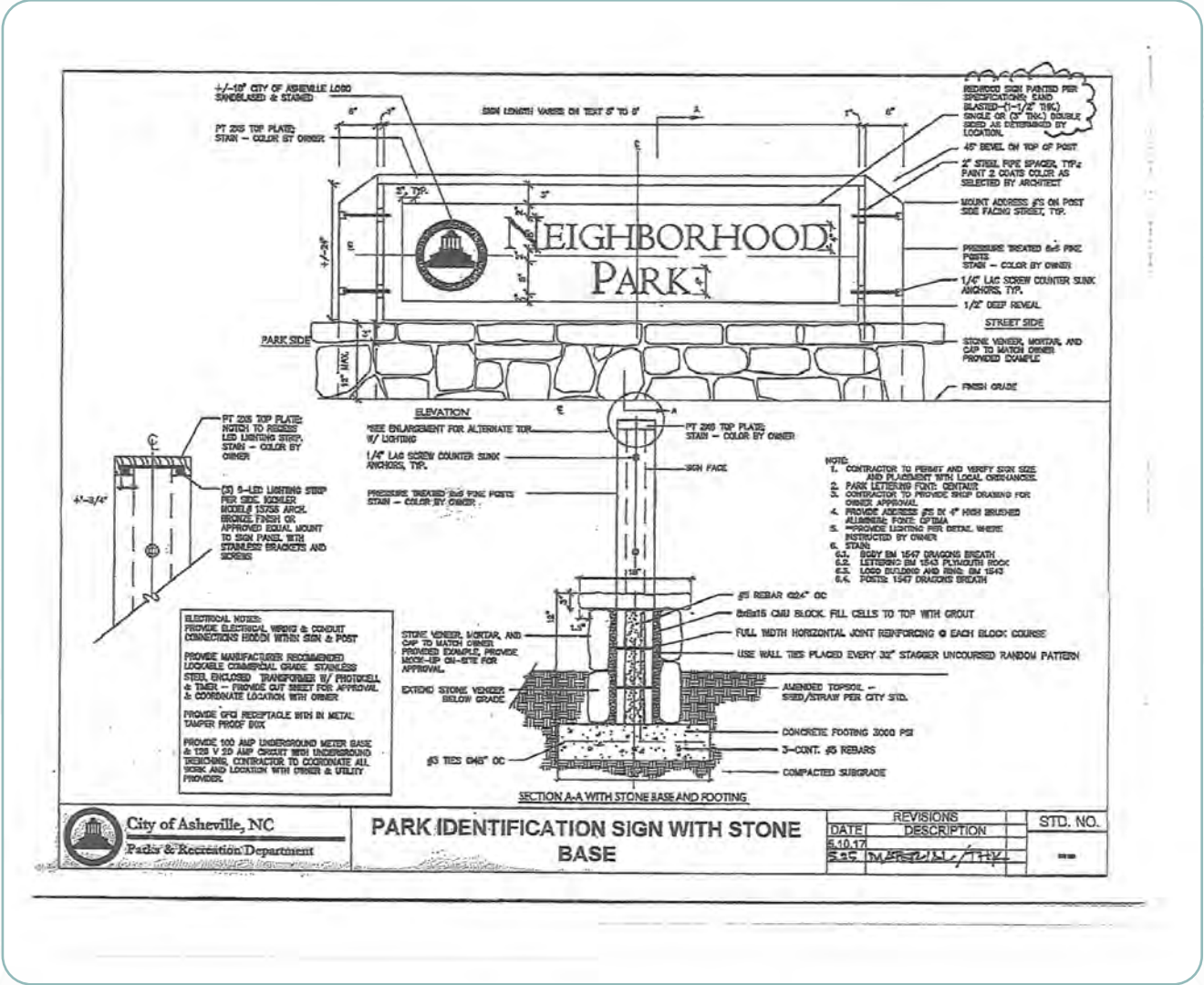


III.E. City of Asheville, NC
CASE STUDY: Park Wayfinding



WAYFINDING
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Engineering Drawing



Design Intent Drawing



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III.F. City of Lexington, NC

CASE STUDY: Gateway Banners & Signage

ACSM was commissioned to design new gateway banners for the City of Lexington, NC. The main goal of the design was to inform citizens and visitors that city-wide wifi is available throughout the “Uptown” area of the city.

The challenging aspect in this design was to incorporate Lexington’s new city brand, the Uptown Lexington logo, and recognizable “wifi” iconography, all while adhering to specific brand colors.

Knowing that the city views itself as a historic, progressive and innovative city, the concept of integrating the subtle shape of a pig’s head and snout was well received since the decision-makers have had their share of pig paraphernalia that has always been used to represent the City of Lexington.

ACSM suggested an idea of visually showing the perimeter of the wifi area on specific poles throughout the area for a more permanent solution.

Because of the success and satisfaction with our service, ACSM was chosen to design, fabricate and install the City’s Master Sign Plan. In the fall of 2015 a total of 37 wayfinding signs were installed, while 7 gateways and 22 pedestrian signs following that in 2017.



WAYFINDING
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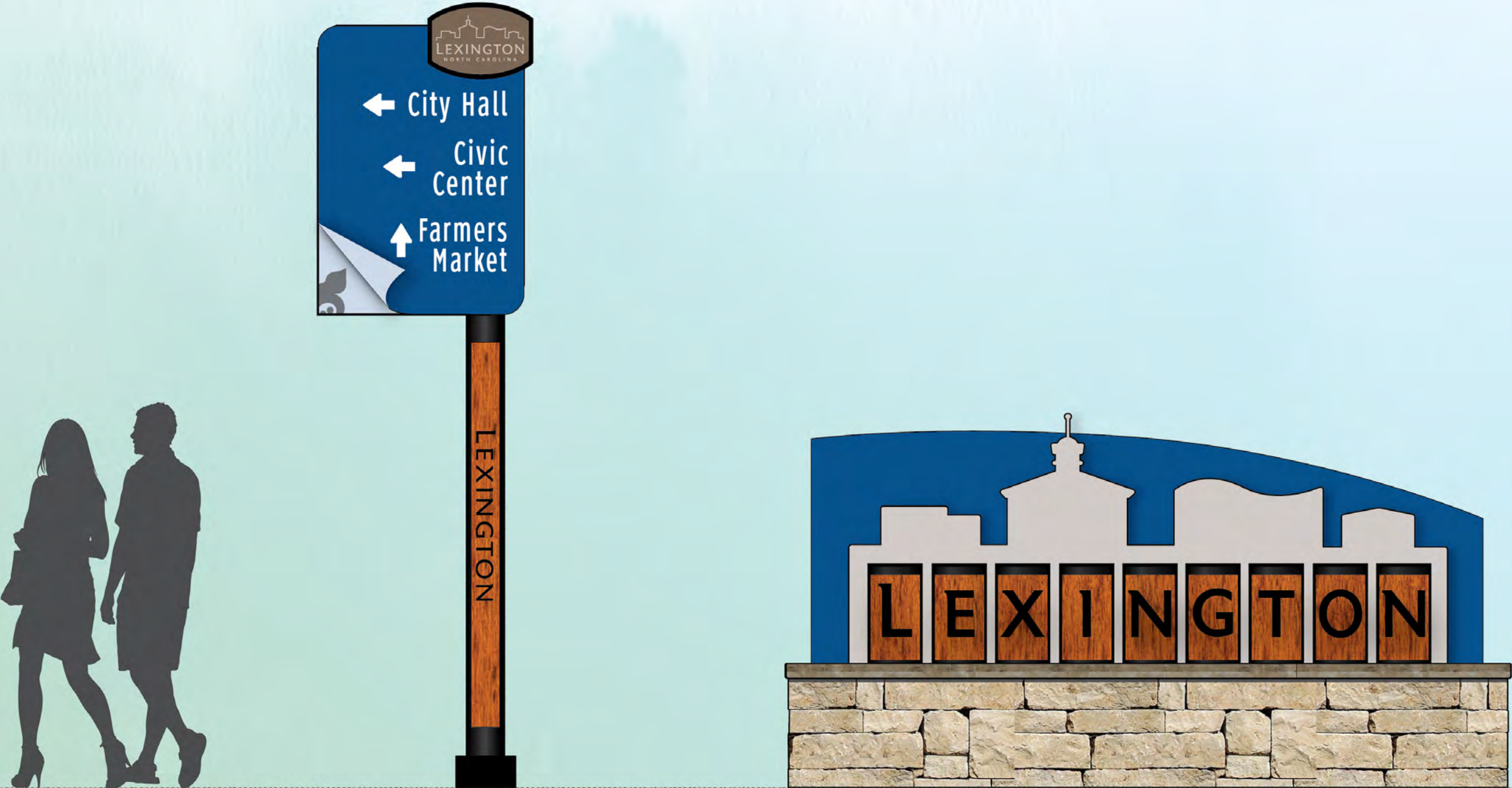
III.F. City of Lexington, NC
CASE STUDY: Gateway Banners & Signage



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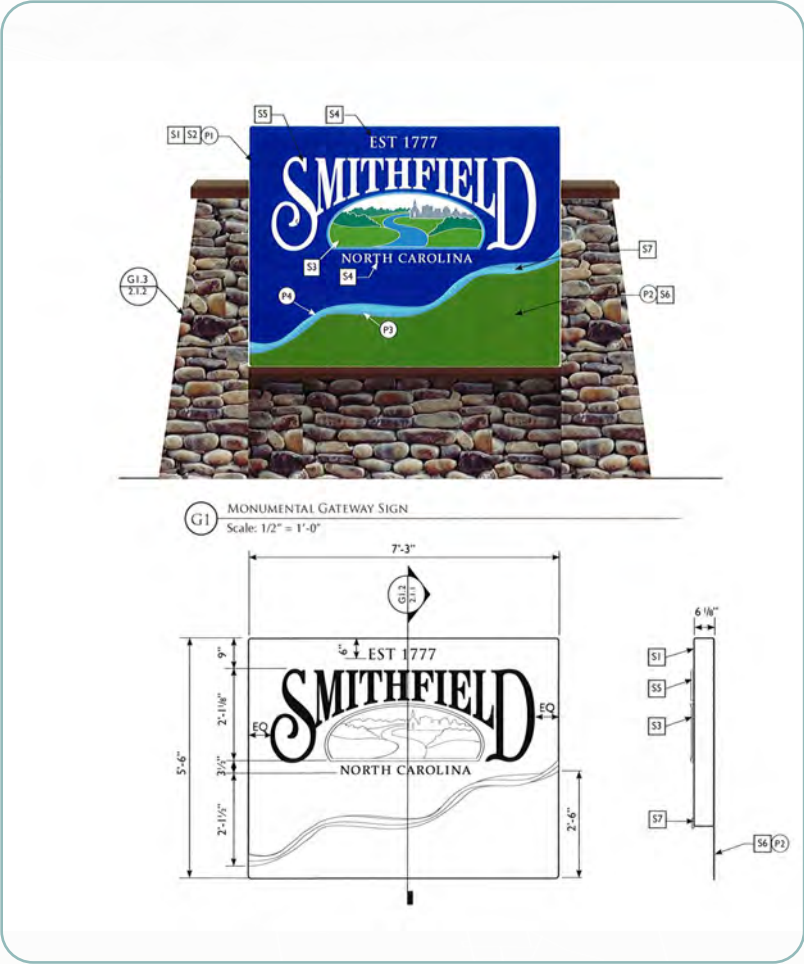


III.G. Town of Smithfield, NC
CASE STUDY: Wayfinding Sign System

Installation Photograph



Construction Drawing



WAYFINDING
design • planning • fabrication • installation

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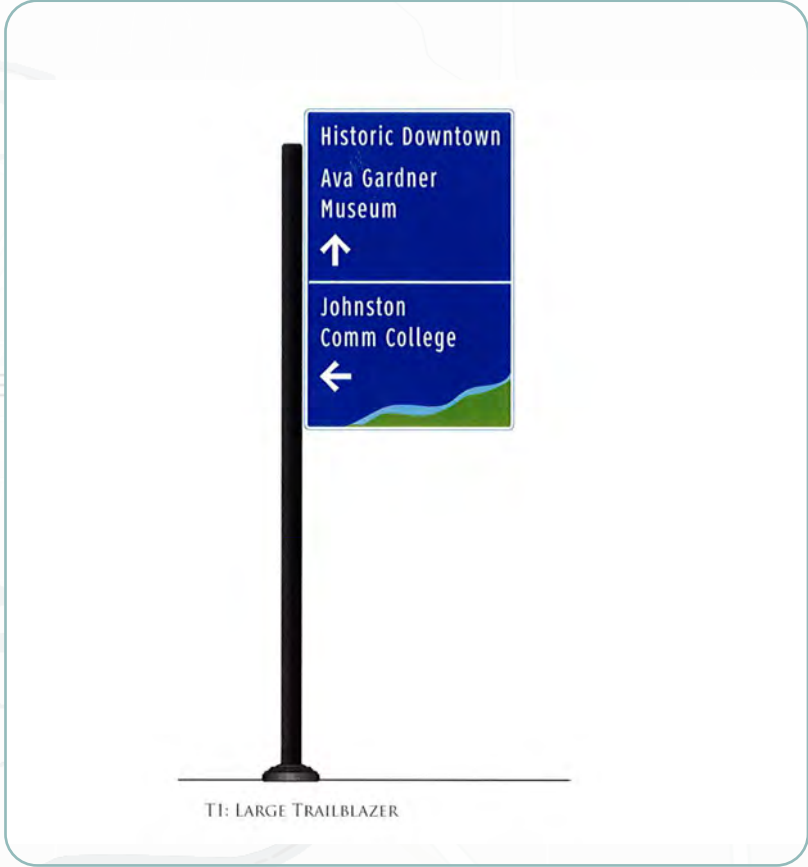
2525 distribution st
Charlotte, NC 28203

III.G. Town of Smithfield, NC
CASE STUDY: Wayfinding Sign System

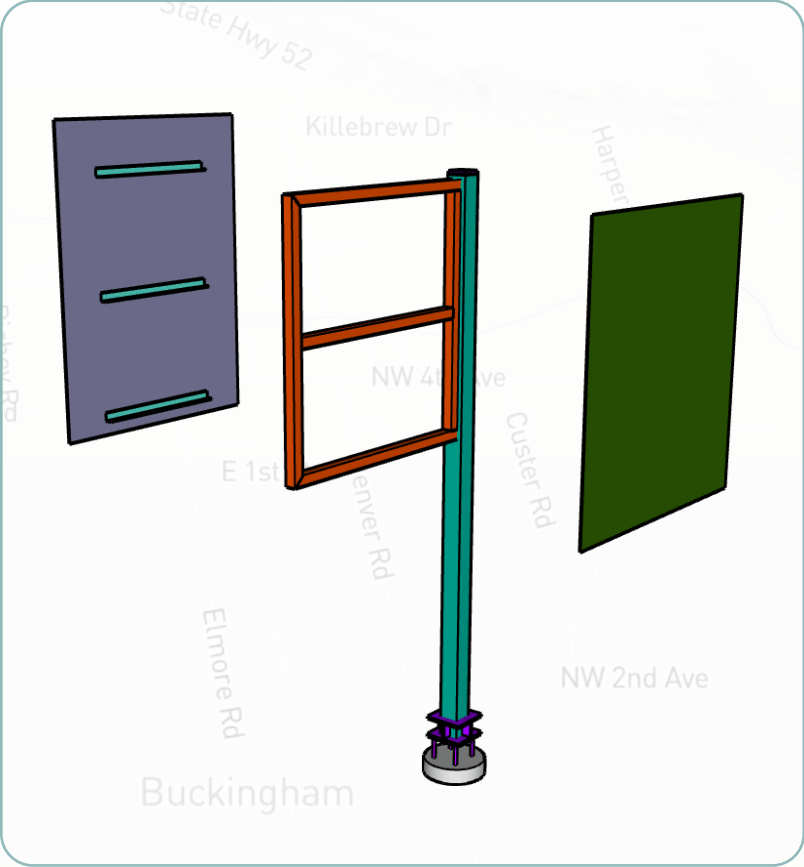
Installation Photograph



Design Intent Drawing



3D Structural Design Drawing



WAYFINDING
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III.H. Town of Aberdeen, NC

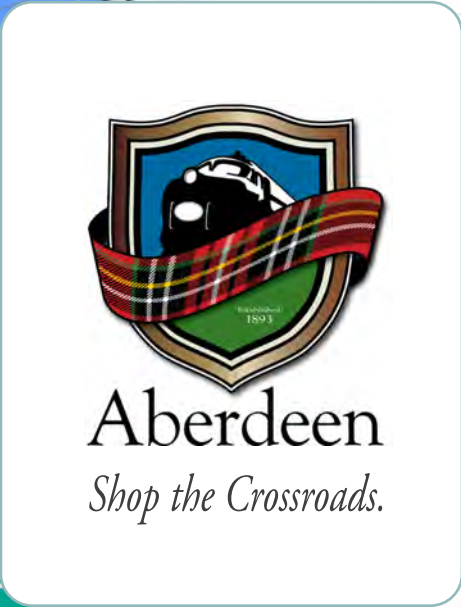
CASE STUDY: Signage & Streetscape

ACSM designed the historic brand for Aberdeen to create a strong identity for the town, located at the shopping crossroads adjacent to Pinehurst and Southern Pines, North Carolina.

The final brand design incorporated three main themes that the Town Council and residents felt truly represent Aberdeen:

1. A strong Scottish heritage of the first settlers that made the Sandhills region prosperous.
2. The Aberdeen & Rockfish Railway that further enabled the success of the region.
3. The importance of connecting the main shopping district to the town itself.

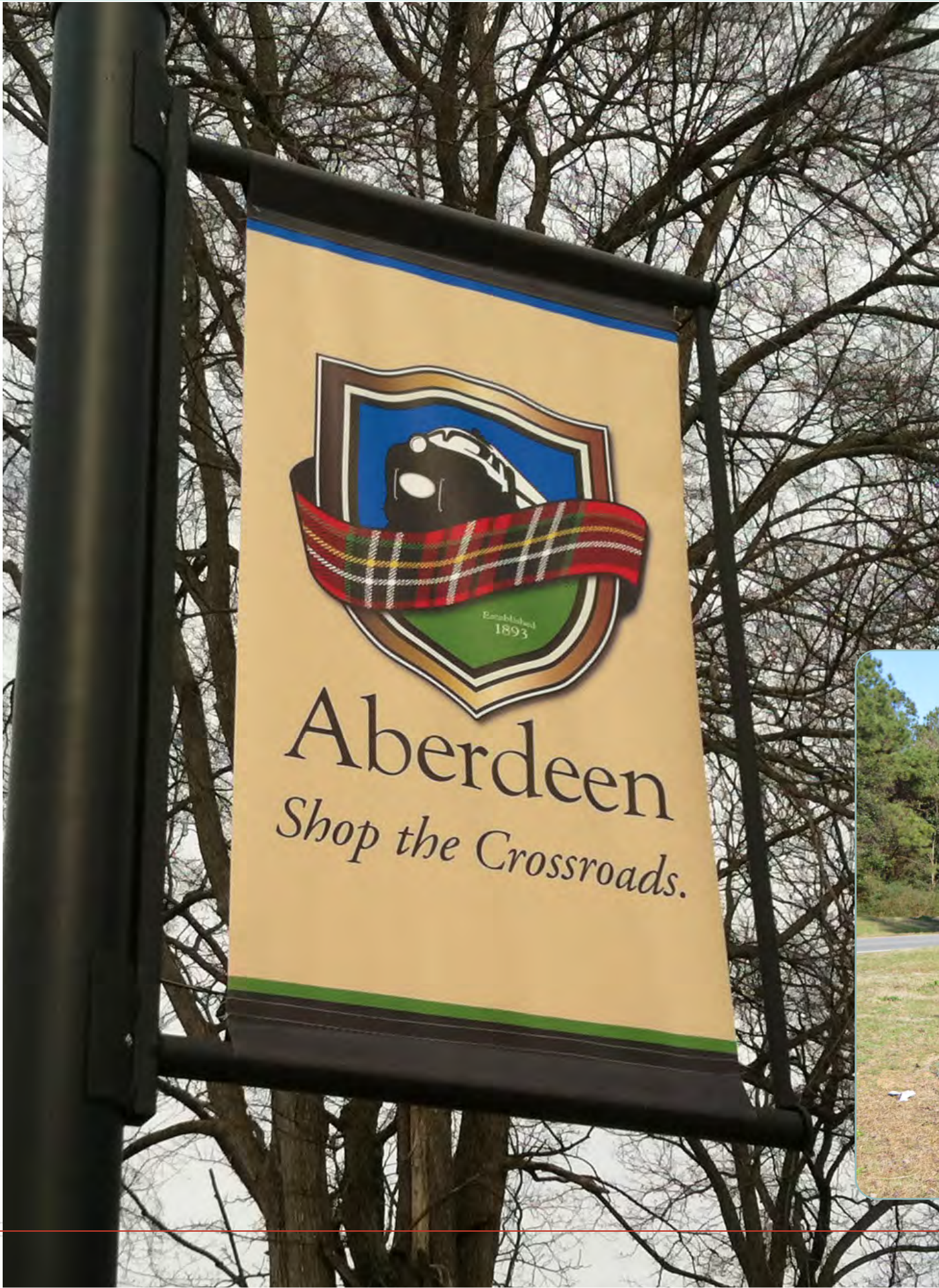
The new identity has created such a positive and exciting buzz within the region that the town was awarded the 2011 Annual Reindeer Run fund-raising event that took place in December of 2011.



WAYFINDING
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III.H. Town of Aberdeen, NC

CASE STUDY: Wayfinding & Monument

Following the brand design, ACSM designed the town’s Master Sign Plan and completed the fabrication and installation of Phase I which included monument gateways and trailblazing signage.

Phase II fabrication and installation of the Master Sign Plan was completed in early 2016 with the addition of 3 monument gateways . With the completion of Phase II, ACSM was asked to design and install the City’s Park & Rec signage for their Park Pavilion.

One interesting fabrication challenge that ACSM overcame was to design a creative break-away stone monument system that would easily comply with MUTCD and NCDOT standards, but still have a substantial look and feel of a large welcoming monument sign.



WAYFINDING
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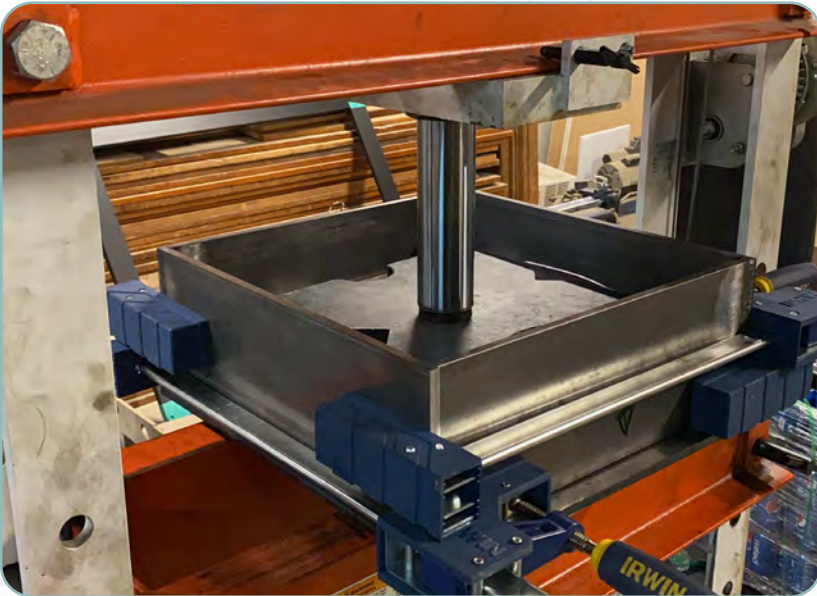
Installation Photograph



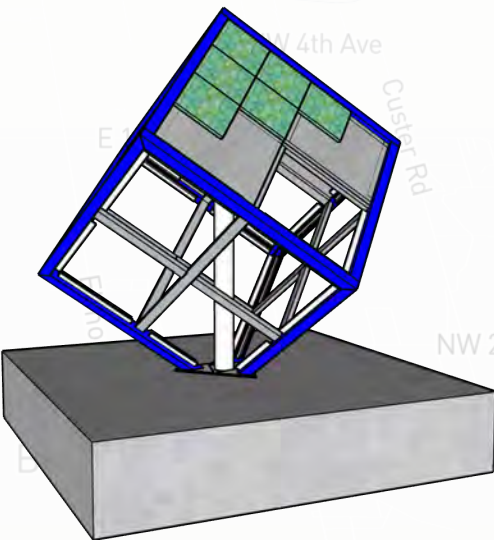
Tile Preparation



10 Ton Tile Press



3D Structural Design Drawing



IV.A. Pepsi Cube

CASE STUDY: Public Art Fabrication

Client: Lennar Apartment Homes

Design: Ivan Depeña

Production Design: ACSM

Fabrication & Installation: ACSM



WAYFINDING
design • planning • fabrication • installation

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IV.B. BNA Airport
CASE STUDY: Public Art Fabrication

Client: BNA Airport (Nashville TN)

Design: Ivan Depeña

Production Design: ACSM

Fabrication & Installation: ACSM



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Installation Photograph



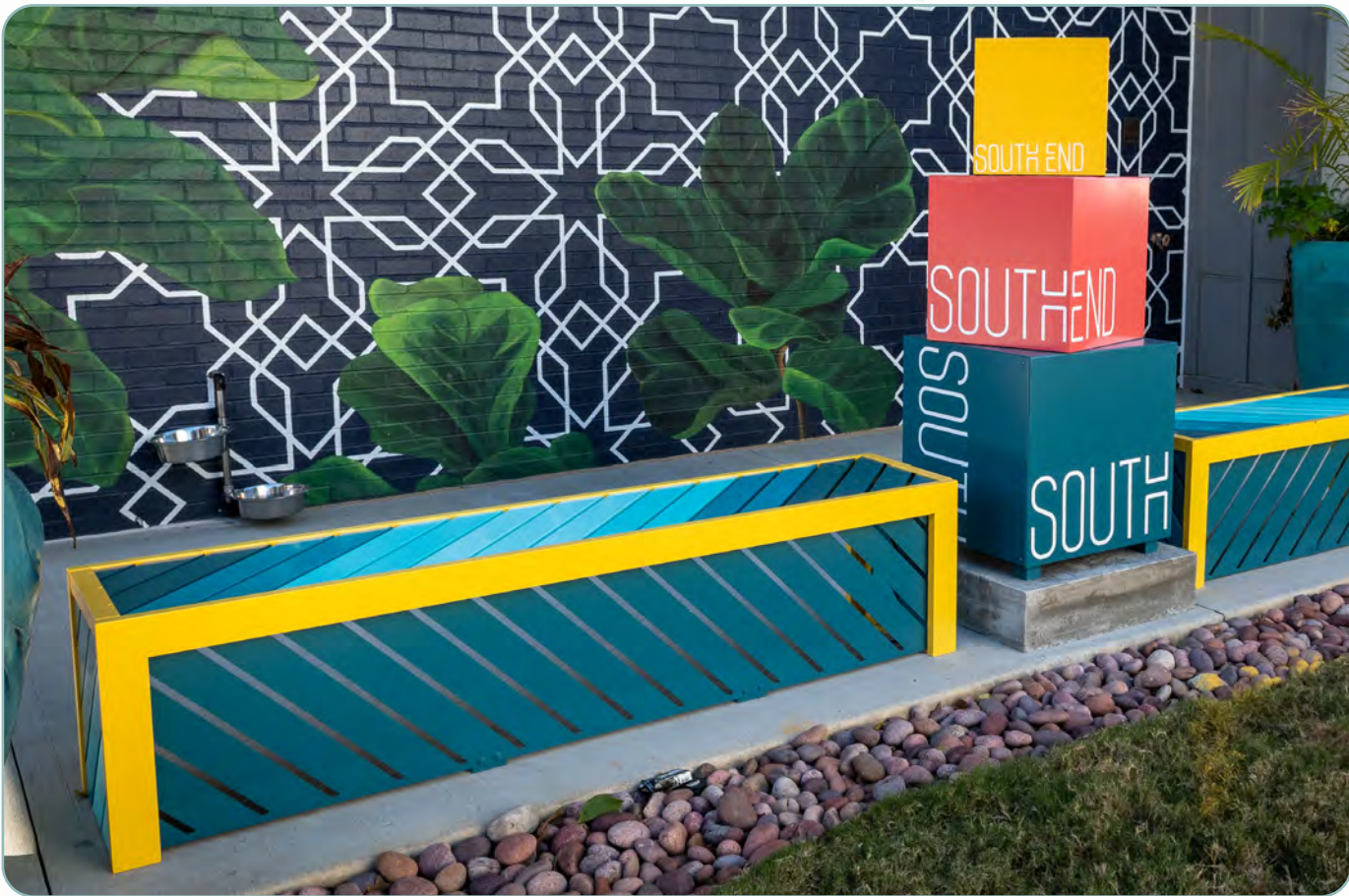
Column Detail



LED Enclosure Installation



Installation Photograph



IV.C. The Hub Southend
CASE STUDY: Public Art Design+Build

Client: RAM Realty

Concept Design: ACSM

Production Design: ACSM

Fabrication & Installation: ACSM



WAYFINDING
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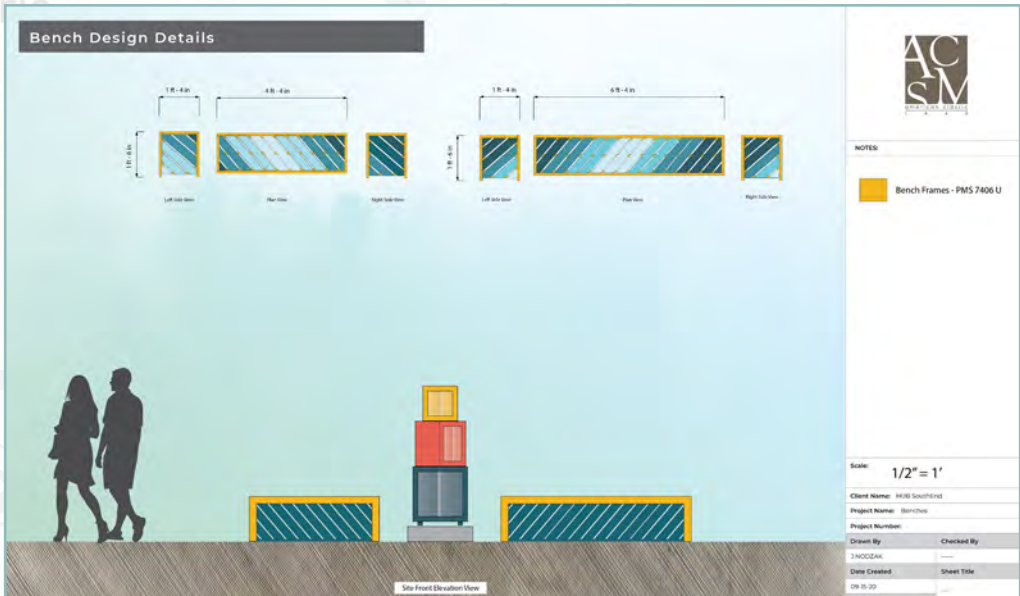
Glen Nocik : Principal
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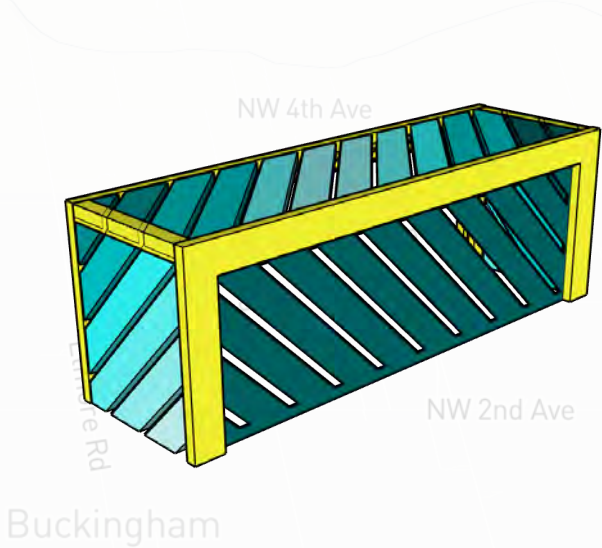
Community Library



Design Intent Drawings



3D Structural Design Drawing



V. Client List

American Asset Corp
Ballantyne Country Club
Bell Partners
Broward County Library
C3Lab LLC
Cabarrus Arts Council
Camden Apartments
Canine Cafe
Carolina Courts
Centex Homes
Charlotte Center City Partners
Charlotte Grill Co
Chatham Mills
Crescent Communities
City of Concord, NC
City of Danville, VA
City of Hartsville, NC
City of Eden, NC
City of Lauderhill, FL
City of Lexington, NC
City of Mooresville, NC
City of Mount Holly, NC

City of Shelby, NC
City of Siloam Springs
Concord Downtown Devlp. Corp
Dunkin’ Donuts
Firethorne Country Club
First Service Residential
Grandfather Homes
Habitat for Humanity
Hawthorne Management
Highland Creek
Historic South End
Inside Out Sports
Landeavor Development
Lauth Construction
L’Hermitage
LStar Development
Matthews Construction
Miami International Airport
Northstone Country Club
Pure Intentions Coffee
Redbull
Rhein Communities

Ryan Homes
Ryland Homes
Shea Homes
Skyline Chili
Standard Pacific Homes
St Regis Hotel
Stimpson
Summerhill Development
T&C Metals
The Palisades
The Peninsula
Toll Brothers
Town of Aberdeen, NC
Town of Clayton, NC
Town of Clinton, NC
Town of Forest City, NC
Town of Garner, NC
True Value Hardware
Uptown Lexington
Uptown Shelby
Vision Ventures
Vinson Enterprises



WAYFINDING
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VII.A Project Approach

Overview



WAYFINDING

design • planning • fabrication • installation

Plan Review

During the plan review phase, our team will categorize and map all existing sign locations, identify gaps in directional information, identify any DOT/MUTCD compliance concerns, identify any site constraints, and provide suggestions for change where it would enhance the final project.

Production Design

Being both a fabricator as well as a wayfinding design firm, our team will thoroughly review the design intent drawings to find opportunities for simplification in the fabrication process. Very often, there are subtle ways of modifying the fabrication strategy that results in a better, more durable product while maintaining the integrity of the design intent at all times.

Field Logistics

Our field logistics team will manage DOT approvals, engineering approvals, permitting, encroachment agreements and utility locates as well as coordinating all aspects of the installation process. This includes planning the mobilization of our field crew, coordinating installation phasing and timelines, managing field cleanup, coordinating debris disposal, etc.

Fabrication

We proudly handle 95% of our fabrication in house. From sourcing raw materials to welding, painting, large format printing, and assembly is handled by our team of artisan sign makers. For the last 15 years we've continually optimized our shop to produce wayfinding sign systems. This focus allows our continuous quality control process to ensure the integrity of the final product without compromising efficiency.

Installation

All field work will be managed by our field operations team in accordance with all local requirements. Our installation strategy is to eliminate unnecessary disruption to your residents by reducing the amount of field work to the minimum required. The details vary greatly by project, but rest assured, we do as much of the work as possible in our shop so installation is often as simple as hoisting the completed sign into place and bolting it down to an already completed footer. Final deliverables will include plans, maps, fabrication drawings, material samples, prototypes (where applicable), and an installation plan.

Glen Nocik : Principal

c: 704.617.1044

o: 704.910.0243

gnocik@acsminc.com

2525 distribution st

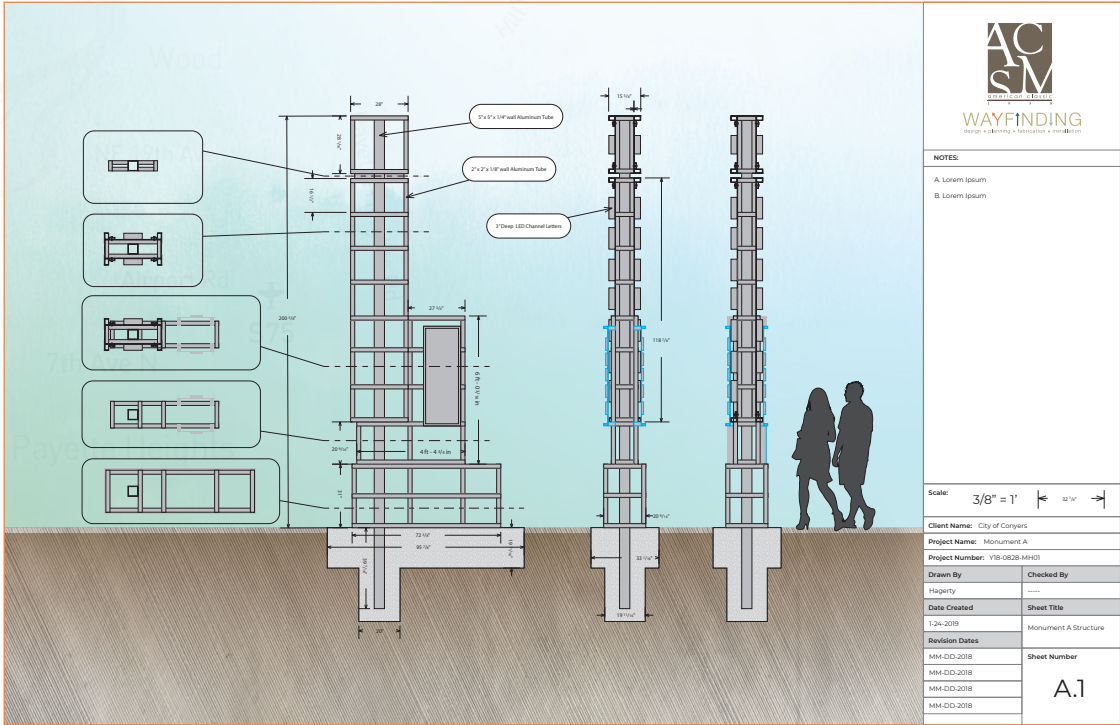
Charlotte, NC 28203

VII.B Project Approach
Example Documents

Pedestrian Sign Concepts



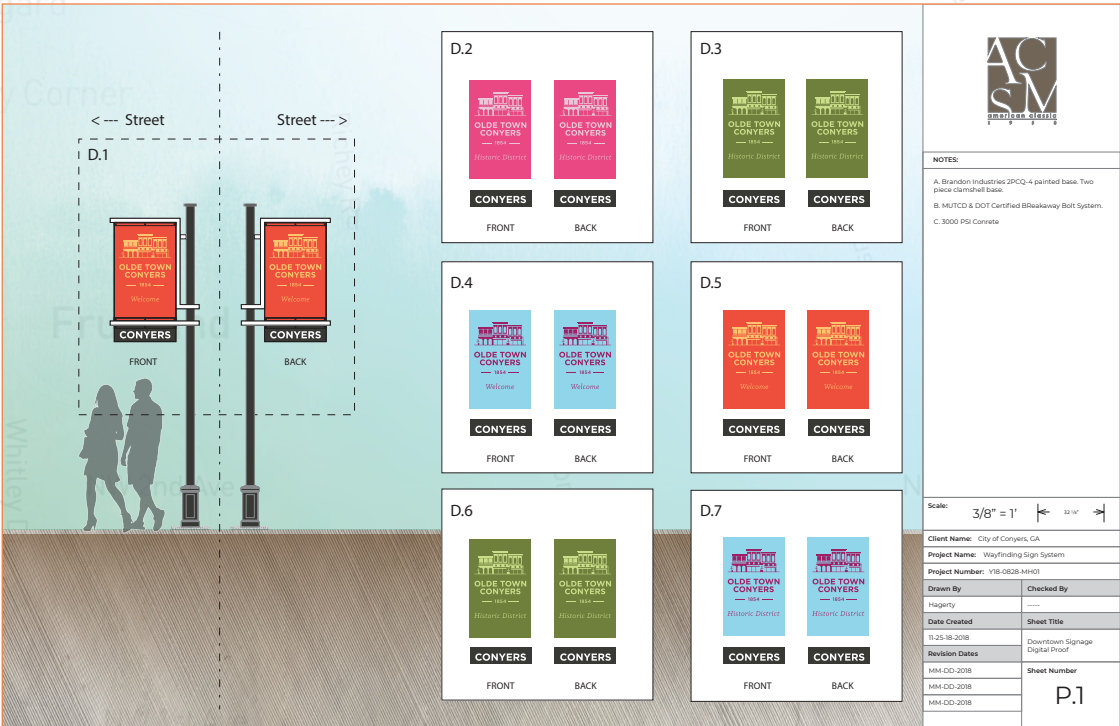
Engineering Drawing



Monument Sign Concepts



Sign Schedule Proof



WAYFINDING
design • planning • fabrication • installation

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o: 704.910.0243
gnocik@acsminc.com

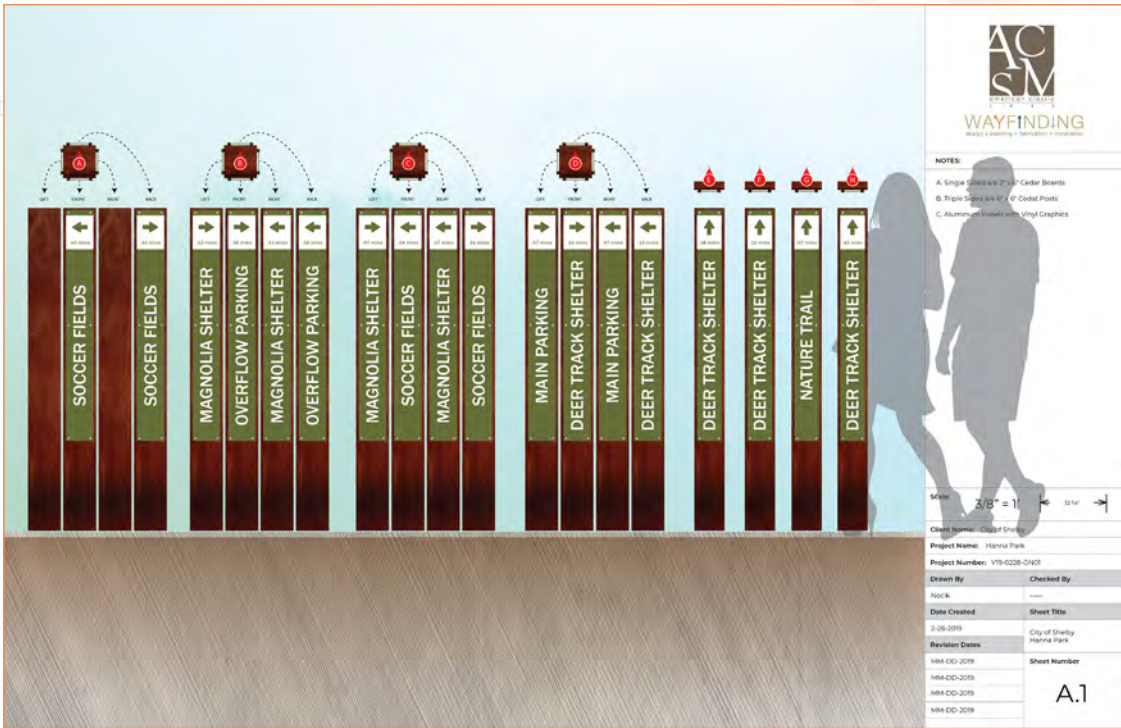
2525 distribution st
Charlotte, NC 28203

VII.B Project Approach
Example Documents

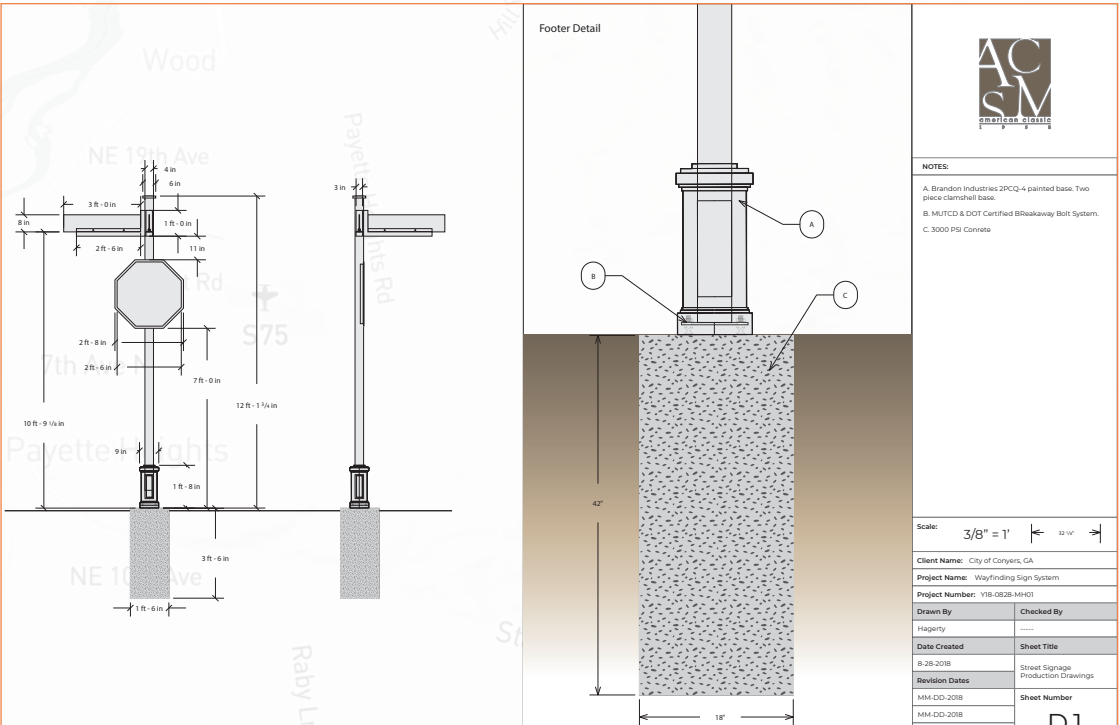
Sign Placement Map



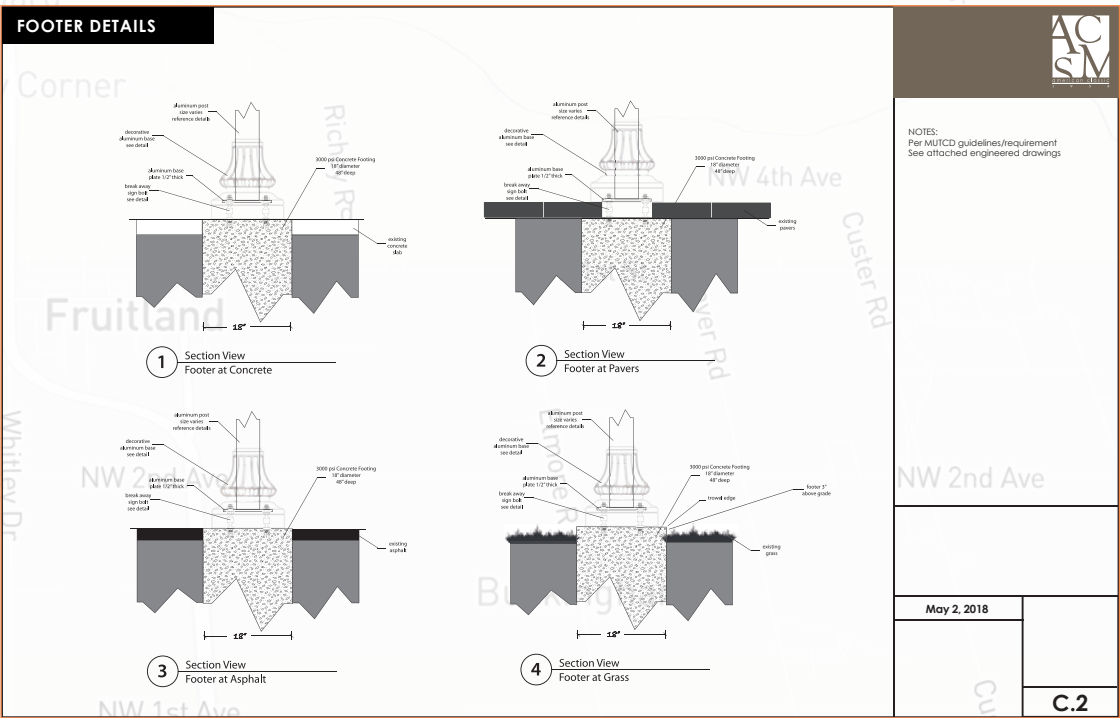
Trail Sign Placement Detail



Construction Drawing



DOT Packet - Breakaway Footer Detail



WAYFINDING
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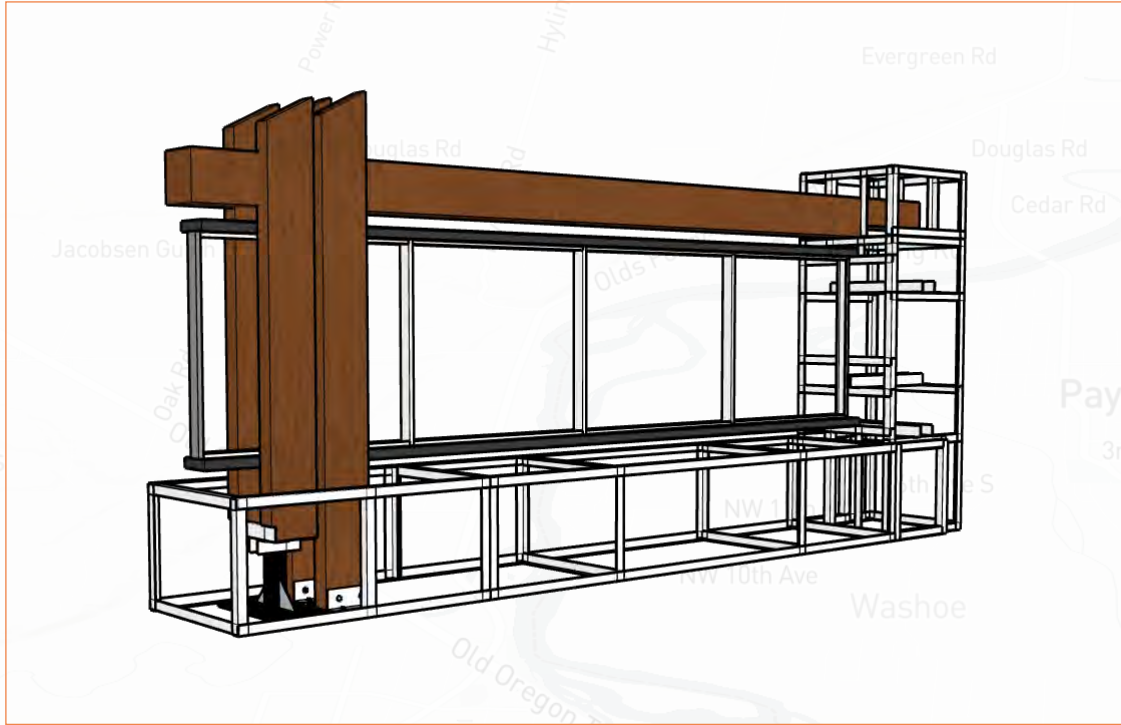
gnocik@acsminc.com

2525 distribution st

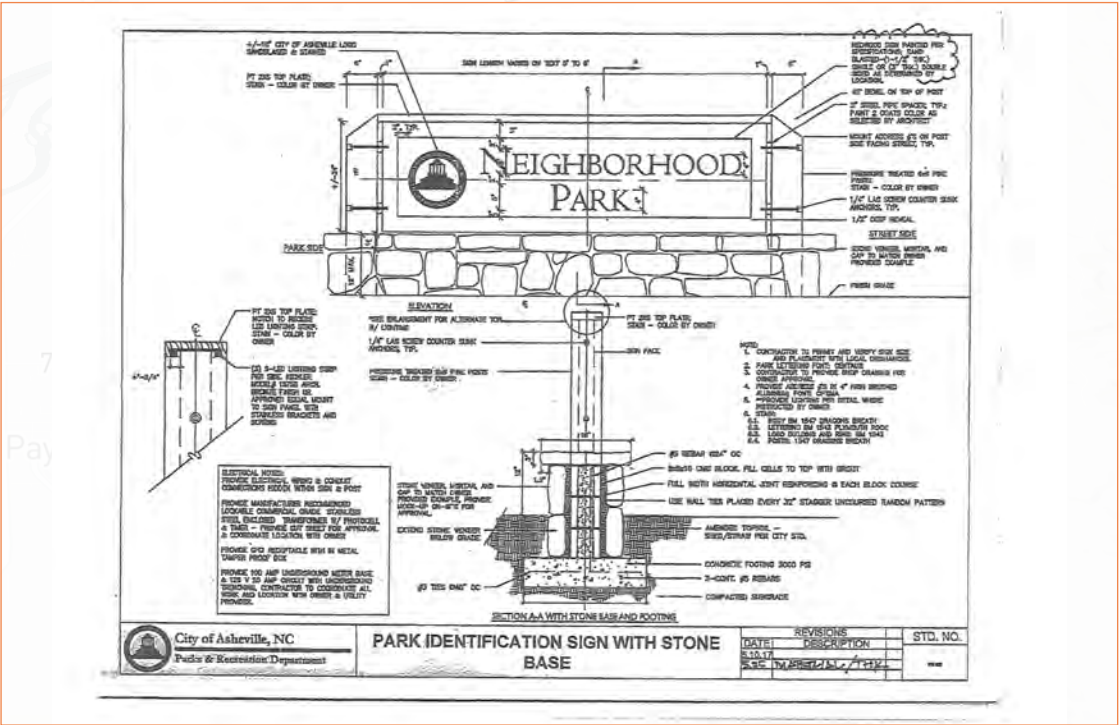
Charlotte, NC 28203

VII.B Project Approach
Example Documents

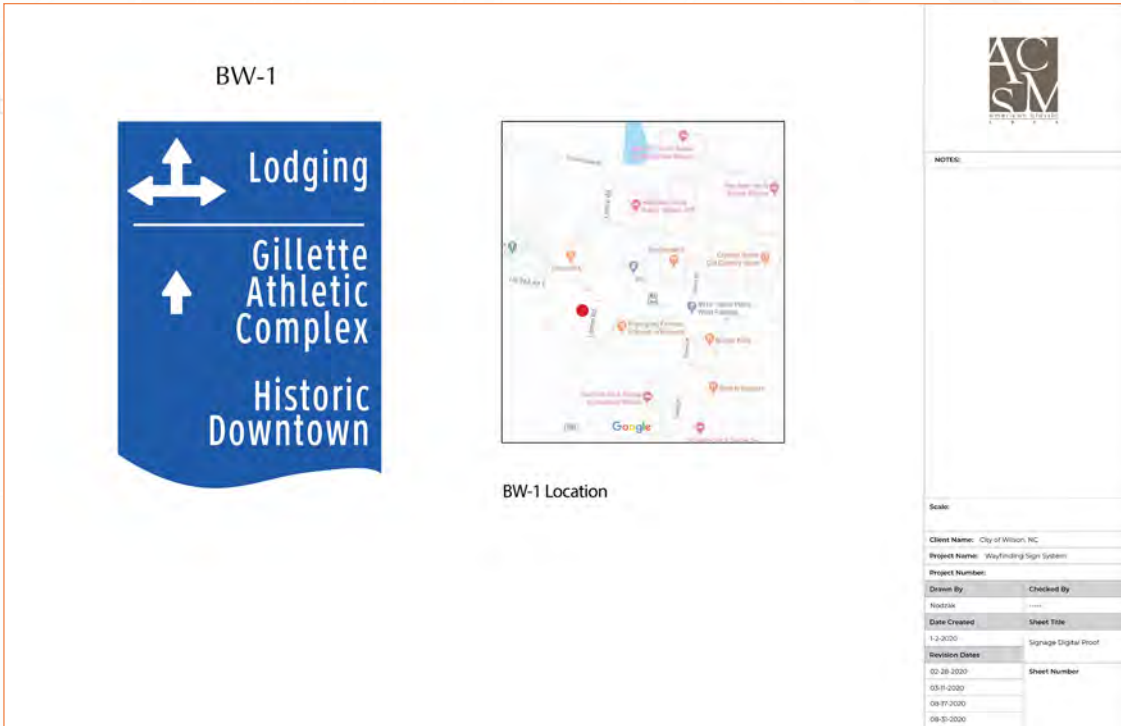
3D Structural Design



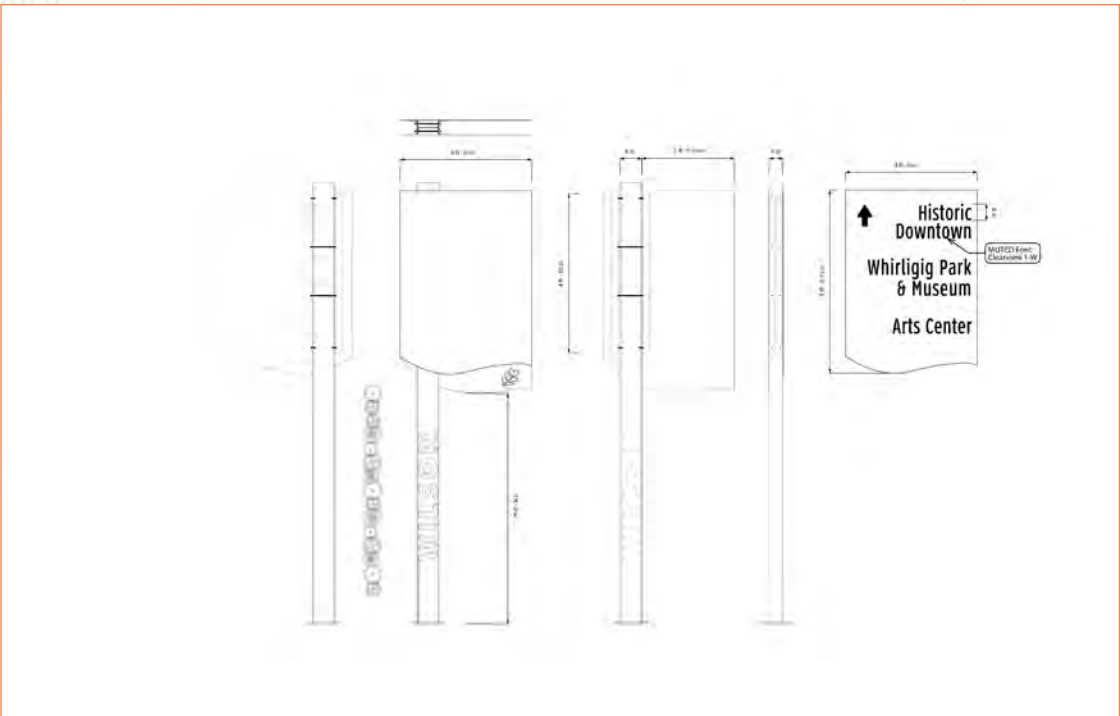
Monument Engineering Drawing



DOT Packet - Sign Detail & Placement



DOT Packet - Sign Dimensions



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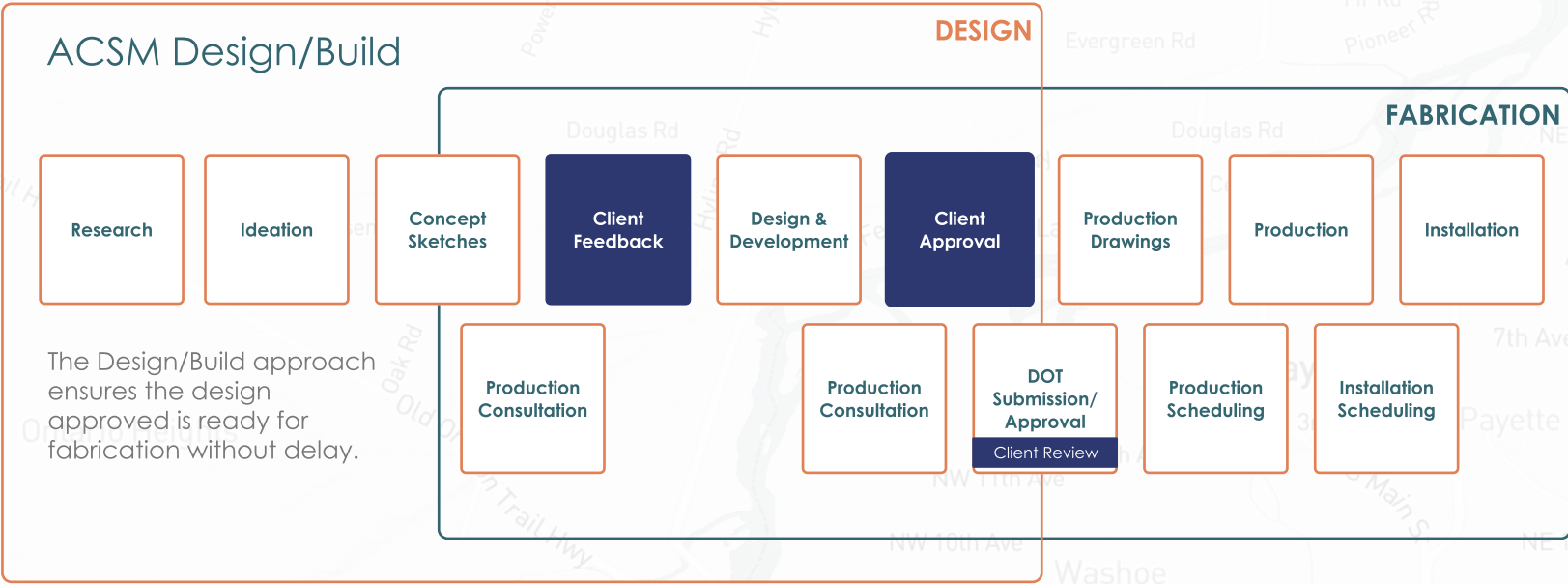
2525 distribution st

Charlotte, NC 28203



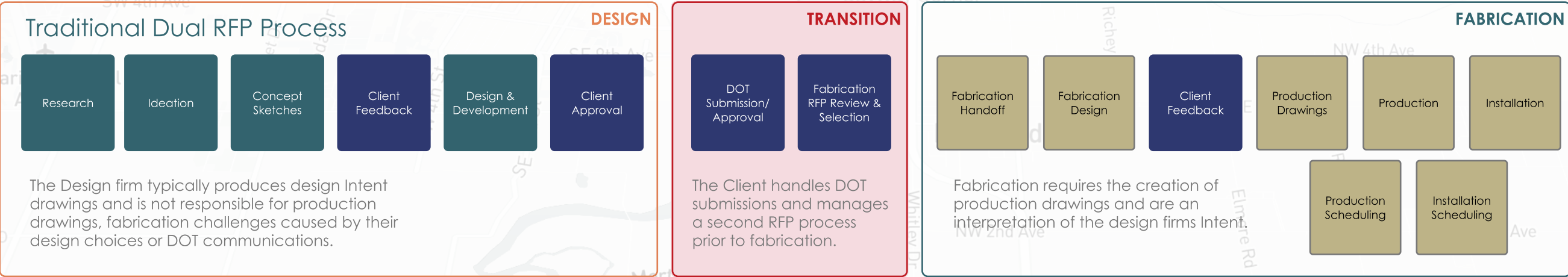
WAYFINDING
design • planning • fabrication • installation

VII.C ACSM Design+Build Process



Design / Build Value Proposition

- ✓ Shorter Time to Installation
- ✓ Lower Total Project Cost
- ✓ Reduced Client Responsibility
- ✓ Single Accountable Party
- ✓ DOT Approval Management
- ✓ Fabrication informed Designs
- ✓ Ensure Predictable Final product



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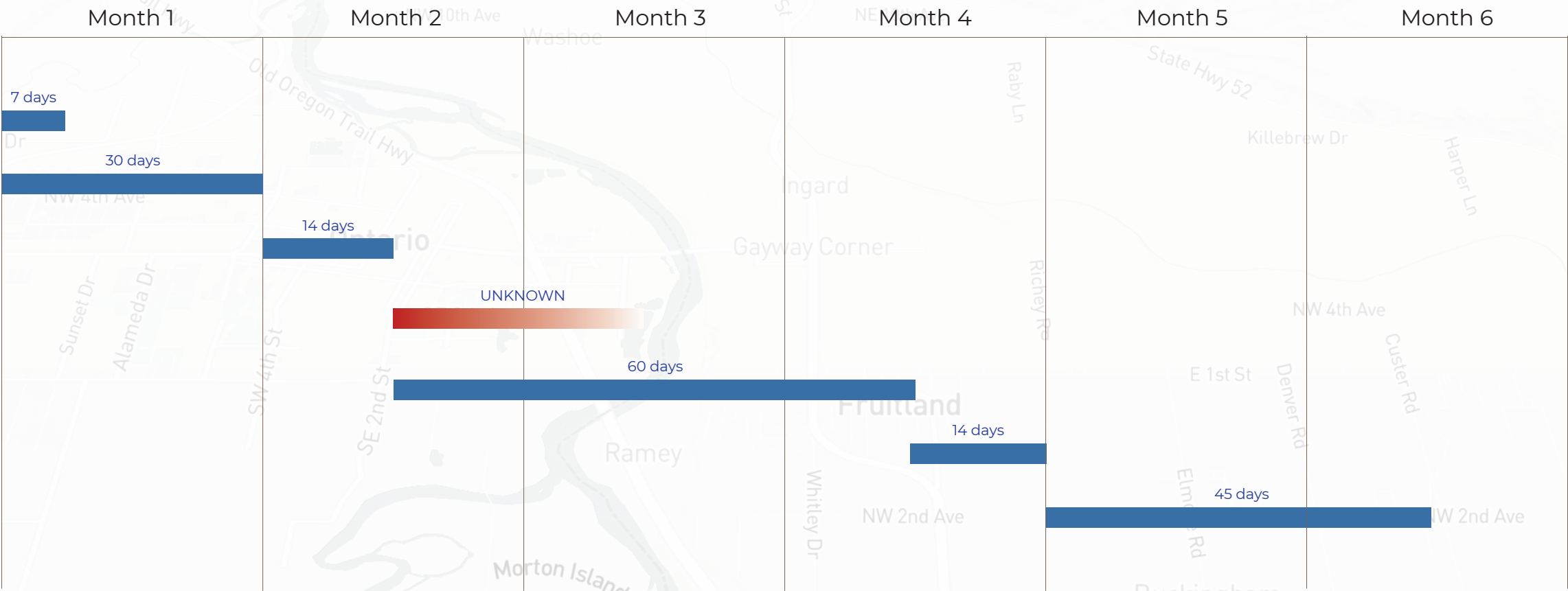
2525 distribution st

Charlotte, NC 28203

VII.D Typical Timeline

Here at ACSM we pride ourselves on taking a comprehensive approach to each and every project we accept. In this case, we will begin with a production design phase, followed by fabrication and installation. It's important to note that we always design with a fabrication strategy in mind. This minimizes time, and material costs, and ensures there are no unexpected surprises. Fabrication will begin upon production design approval and typically takes between 3-4 months, depending on the exact scope of work.

Our Design+Build capabilities allow us to bring unique solutions to the table, an approach that has allowed us to build long lasting relationships with many municipalities whose needs are similar to those of Ontario. We proudly maintain 4+ year relationships with Shelby - NC, Aberdeen - NC, Lexington - NC, and Clinton - NC, as well as many others. Based on our extensive experience the graphic below outlines a typical phased timeline to completion. All work completed will be done so in accordance with local requirements.



***Does not include potential DOT approval timing / delays, or potential supply chain delays due to Covid**



WAYFINDING
design • planning • fabrication • installation

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o: 704.910.0243
gnocik@acsminc.com

2525 distribution st
Charlotte, NC 28203

VIII. Project Response Documents

City of Shelby, NC
Cost of projects: \$450,000+ (in budget)
Design, NCDOT approval, fabrication and installation

City of Wilson, NC
Cost of project: \$525,000 (in budget)
Design, NCDOT approval, fabrication and installation - 10 months

Town of Smithfield, NC
Cost of project \$385,000 (in budget)
NCDOT prep. and approval, fabrication and installation – 8 months

Rutherford County, NC
Cost of project \$435,000 (in budget)
NCDOT prep. and approval, fabrication and installation

Notes:
ACSM meets all insurance requirements, proper documentation will be provided upon contract award. ACSM has extended experience working with MUTCD Guidelines. ACSM warrants all work against failure for a period of 1 year from the date of installation, and all products/ materials used are warranted for the longest duration available from the manufacturer (3M Films, HP Ink, etc)

Thank you for the opportunity to bid on the design, fabrication and installation of the wayfinding signage for the City of Ontario, OR.

If you have any questions about this bid submittal, please feel free to contact me via email at gnocik@acsminc.com or my direct line at 704.617.1044.

WE INVITE AND ENCOURAGE ALL CLIENTS TO VISIT OUR FACILITY AT ANY TIME.

Sincerely,



Glen Nocik
President



WAYFINDING
design • planning • fabrication • installation

Glen Nocik : Principal
c: 704.617.1044
o: 704.910.0243
gnocik@acsminc.com

2525 distribution st
Charlotte, NC 28203

Vendor Acknowledgement Form – Wayfinding Sign Production & Installation

Company Name: ACSM, IncCompany Address: 2525 Distribution StCity: Charlotte State: NC Zip Code_Company Contact Name: 28203Phone Number: 704-910-0243 Fax: _____Email: gnocik@acsminc.com

Acknowledgement

Agreement: I, Glen Nocik, representing ACSM, Inc certify that I offer to furnish materials or services in strict accordance with the requirements of this bid including terms and conditions listed in the bid specifications. I certify that the prices quoted are correct and he/she agrees that this proposal is valid for a period of 60 days from due date noted above. It is understood that the Invitation for Bids document will be included as part of any additional contract documents agreed upon by the city except as amended in writing.

Authorized Signature (In Ink)  Title PresidentDate Signed 2/16/2021

Attachment A: Per Unit Bid Price

Use a per unit cost for production and installation.

Expec. # of signs	Sign Type	2021 Cost for Production and Installation per unit	Inflation Rate 2022	Inflation Rate 2023
3	Monument Sign	\$ 22,072.00	1.80%	1.80%
2	Vehicular Directional Downtown	\$ 8,720.00	1.80%	1.80%
3	Vehicular Directional	\$ 5,450.00	1.80%	1.80%
6	Vehicular Directional	\$ 5,450.00	1.80%	1.80%
3	Pedestrian / Bike Trail Head	\$ 4,200.00	1.80%	1.80%
4	Pedestrian Walkable Downtown	\$ 5,830.00	1.80%	1.80%
3	Pedestrian Trail Marker	\$ 1,725.00	1.80%	1.80%
15	Viewpoint Stones	\$ 1,650.00	1.80%	1.80%
6	Neighborhood Signage	\$ 3,725.00	1.80%	1.80%

There is a reasonable expectation of the type of requirements needed for installing signage throughout the city, whether that be into concrete, pavement, or soil. The contractor will have a right to ask for additional installation costs if the site is determined to be unusual from what can be reasonably expected to be encountered. The contractor shall have the right to request material costs and an hourly labor cost.

Hourly labor cost for unexpected and unusual conditions:

\$ 125.00

Are you able to use the fabrication abilities specified in Attachment B.?

Yes ☒ No ☐

If No, attach a description of a proposed alternate fabrication method that will meet the general concept and look of the design.



Bid Questions for IFB 01-2021-01 Wayfinding Fabrication

- Can we submit the proposal electronically or do you want hard copies? **Electronic is fine.**
- We have a sample to send with our proposal. Can you provide an address for where to submit? **444 SW 4th St. Ontario, OR 97914**
- Has the artwork already been completed for this project? Will final production files be provided? This is important for pricing - artwork with its various reviews can range from a day's work to several days' work. **The artwork is completed. There may be some changes between signs, but it is mostly complete.**
- Which of these signs are double-sided? On the vehicular directional signs, what do you want the backs to look like? **It would be reasonable to assume the downtown signs would be double sided. There are pedestrian level and vehicular level signage downtown. Additionally, the trail head and trail path would be double sided.**
- Have the city maps been developed? Should they also be "head's-up"? Heads-up is best for navigating a new location. It orients the map in the direction of the viewer. **The maps would likely be developed by staff here and head's up would be reasonable.**
- Has engineering been completed on the large monument sign? If not, would that be in our scope of work? **The drawings in the bid documents are the extent to what has been completed so far.**
- Are there final construction drawings? **The drawings in the bid are the extent to what has been completed so far.**
- Has ODOT reviewed the wayfinding plan? If not, will we need to seek their approval for the signs located on highways? **We would have to get their approval for any in their right of way. Staff can navigate that piece.**
- Will the designers remain involved or will it be a clean hand-off? **Likely be a clean hand-off although I expect that they will bid on the project too.**
- Sign Thickness: As seen in the *Vehicular - Directional <25 MPH, >25 MPH, Pedestrian / Bike - Trail Head, Neighborhood Signage*, the drawings appear to show the 2"x4" tube in the opposite alignment than the note specifies for a 4" sign thickness. It appears as if the vertical members would need to be 4"x4" and the horizontal members are 2"x4." Looking for clarification. **The vertical members are 4x4 and the horizontals are 2x4 (with the 2" side facing front)**
- iZone (HPL) Panels - Is there a specified minimum thickness for these panels. **Yes, either 3/8" or 1/2"**

- Back Panels - Do any of the signs have closed backs, or is the frame left open on the back side? Are any signs double sided? **Open Frame, except for the downtown pedestrian, trail head, and trail path signs.**
- Bases and Right of Way - While working in the City's Right of Way, would any of these signs need a breakaway bolt system? It sounds like we would not in Oregon DOT ROW? And for the 1/2" baseplates, are they to be bolted directly into concrete footers? Are the baseplates a stylistic choice and would any of the signs warrant a direct buried post approach instead? **Any alternative approaches that meets the requirements of the right of way will be considered. The plate is for direct bolt to concrete. But can be replaced by extended frame 'legs' that are buried.**
- Banners - Is there a known quantity for the banners, and would they be placed on existing brackets or do new brackets need to be supplied as well? **The banners are not a biddable item on attachment A. We plan to order those and add them to the existing brackets.**
- Are wanting a bid on 3 of the vehicular directional that are less then 25 & 6 for the signs greater than 25 mph? **The bids should be cost per sign. We may add more as we build it out over the coming years.**
- Do you expect the map on the pedestrian trail head to also be fabricated with I zone? **Yes**
- Based on my experience with signs in the DOT right- away, they must comply with ODOT & FHWA break away rules. I am not following the illustration of welding 1/2" steel plate to the frame on top of a footer as being break away compliant. Do you have a clarification of the "blue box" and the breakaway hardware required? Or are these locations exempt from the requirement? **They would have to be compliant for whatever right of way they are in. They may need break away hardware if in a zone that requires it. The Base plate can be replaced for this hardware.**
- Can you provide more details of your vision of 15 "viewpoint stones"? Are these literally basalt columns with holes in them? Do you have a source that you have purchased viewpoint stones from in the past? **Yes, they are basalt columns with holes. No there is not a preferred provider. There is a landscape company in town you can buy them from, but there is also one in Caldwell Idaho and I'm sure more in the Treasure Valley. Canyon Hardscape Supply is in Caldwell, Ontario Rock and Landscape Supplies is here in town.**



**AGENDA REPORT
NEW BUSINESS
March 23, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

**SUBJECT: CK3 TASK ORDER FOR SURVEY FOR TREASURE 200 & NAVARETTE
INFRASTRUCTURE DESIGN PROJECT**

DATE: March 19, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE CK3, LLC TASK ORDER FOR FIELD SURVEY WORK TO SUPPORT WATER AND SEWER EXTENSION TO TREASURE 200 AND NAVARETTE DEVELOPMENT PROPERTIES FOR UP TO \$20,000.

SUMMARY:

The City is seeking to complete engineering to define the details of water and sewer extension to the Treasure 200 and Navarette properties for economic development. The CK3 Task Order is one of four task orders that are needed to successfully accomplish this task. The attached Task Order is for field survey work to support final engineering design.

BACKGROUND:

The City is investing in economic development to support growth that benefits the community. Currently the Treasure 200 and Navarette parcels are of primary interest for economic development. Neither of these properties are served by water and sewer. The City is providing prospective developers an engineering design package to serve these properties (including cost estimations for completing these services) that will be the responsibility of the developer. The work is intended to facilitate the development of these properties by private business.

CURRENT SITUATION:

Both parcels require water and sewer extension and details of how this service can be provided at different demand levels is essential fostering economic development.

ANALYSIS:

- A. **STRATEGIC PLAN** This project fulfills the strategic goals of Desirability and Growth. Economic development of these parcels helps bring jobs and opportunity to the community.
- B. **FINANCIAL** Funding for the work is included in the current draft FY 21-22 budget out of the UCF Capitalization Fund. Staff is requesting that the survey mapping funds be brought forward to the current year to accommodate the project.
- C. **TIMING** The work needs to proceed immediately to address a high level of interest in these parcels.
- D. **POLICY/LEGAL** Council approval is required to modify the budget and move funds forward.

ALTERNATIVES:

The Council may elect not to move funds into the current year and project initiation would be delayed until July.

OR

The Council may elect not to fund the project at all, which might result in the loss of the economic development on these two parcels.

RECOMMENDATION:

Staff recommends approval of up to \$20,000 to CK3, LLC to complete the field survey work as outlined in the attached Task Order request.

ATTACHMENTS:

1. Scope and Estimate for CK3 Navarette and T200

Scope and Estimate for CK3, LLC.

Treasure Sewer & Water \$8,800.00:

Survey control targets and boundary/public mons.

Drone image & Surface

Minimal ground tie-in topo invert dips locate marks

Cad Drawing with surface data / stamped point file

Easement descriptions / Work with City Surveyor assist with acquiring easements / right-of-way

ADD \$2,000.00 IF DONE WITH GROUND TOPO NO DRONE

South Ontario Parcel "D" Sewer & Water \$6,900.00:

Survey control targets and boundary/public mons.

Drone image & Surface

Minimal ground tie-in topo invert dips locate marks

Cad Drawing with surface data / stamped point file

Easement descriptions / Work with City Surveyor assist with acquiring easements / right-of-way It looks like we have all the R/W needed I did not plug in money into this one for this item.

ADD \$1,500.00 IF DONE WITH GROUND TOPO NO DRONE

Thanks,

Lance King PLS
Oregon PLS 61420
Idaho PLS 14945

CK3, LLC



**AGENDA REPORT
NEW BUSINESS
March 23, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

SUBJECT: **ANDERSON PERRY WATER SYSTEM MODELING TO SUPPORT WATER & SEWER
EXTENSION TO ECONOMIC DEVELOPMENT PROJECTS (TREASURE 200 &
NAVARETTE)**

DATE: March 19, 2021

PROPOSED MOTION:

**I MOVE THE CITY COUNCIL APPROVE THE ANDERSON PERRY TASK ORDER FOR WATER
CAPACITY MODELLING TO SUPPORT WATER EXTENSION TO TREASURE 200 AND
NAVARETTE DEVELOPMENT PROPERTIES FOR \$6,000.**

SUMMARY:

The City is seeking to complete engineering to define the details of water and sewer extension to the Treasure 200 and Navarette properties for economic development. The Anderson Perry Task Order is one of four task orders that are needed to successfully accomplish this task. The attached Task Order is for water system modelling to confirm capacity.

BACKGROUND:

The City is investing in economic development to support growth that benefits the community. Currently the Treasure Valley 200 and Navarette parcels are of primary interest for economic development. Neither of these properties are served by water and sewer. The City is providing perspective developers an engineering design package to serve these properties (including cost estimations for completing these services) that will be the responsibility of the developer. The work is intended to facilitate the development of these properties by private business.

CURRENT SITUATION:

Both parcels require water and sewer extension and details of how this service can be provided at different demand levels is essential fostering economic development.

ANALYSIS:

- A. **STRATEGIC PLAN** This project fulfills the strategic goals of Desirability and Growth. Economic development of these parcels helps bring jobs and opportunity to the community.
- B. **FINANCIAL** Funding for the work is included in the current draft FY 21-22 budget out of the UCF Capitalization Fund. Staff is requesting that the engineering design funds be brought forward to the current year to accommodate the project.
- C. **TIMING** The work needs to proceed immediately to address a high level of interest in these parcels and to have shovel ready projects for future infrastructure funding opportunities.
- D. **POLICY/LEGAL** Council approval is required to modify the budget and move funds forward.

ALTERNATIVES:

The Council may elect not to move funds into the current year and project initiation would be delayed until July.

OR

The Council may elect not to fund the project at all, which might result in the loss of the economic development on these two parcels.

RECOMMENDATION:

Staff recommends approval of \$6,000 to Anderson Perry to complete the engineering work as outlined in the attached Task Order request.

ATTACHMENTS:

- 1. Anderson Perry Contract Agreement
- 2. Anderson Perry Modeling Scope of Work



**AGREEMENT BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

Job No. 53-102

PROJECT: City of Ontario, Oregon - Industrial Lands Water Distribution Modeling

PART I. PARTIES AND DESCRIPTION OF WORK

THIS AGREEMENT is made on the ____ day of March 2021 between the CITY OF ONTARIO, OREGON (the Owner) and ANDERSON PERRY & ASSOCIATES, INC. (the Engineer). Now, therefore, the Owner and Engineer agree as follows:

PART II. ENGINEERING SERVICES

- A. The Owner hereby authorizes the Engineer, acting as an independent consultant, to perform the following services: As described in the attached Scope of Work dated March 18, 2021.
- B. The Owner will provide the following to the Engineer: Information on proposed water demands and locations as well as any distribution system improvements made in 2020 or proposed to be made in 2021.
- C. Additional Provisions: None.

PART III. BASIS OF FEE AND BILLING SCHEDULE

In consideration for performing said services, the Owner agrees to compensate the Engineer as follows:

On an hourly fee basis for an estimated fee of \$6,000, as described in the attached Scope of Work.

Billings will be submitted monthly based upon actual services performed. Accounts are due 30 days from the date of billing. A service charge of 12 percent interest per annum will be charged on all past due accounts. Interest to start 30 days from the date the billing is received. The Engineer may suspend work under this Agreement until the account is paid in full.

If collection is made by suit or otherwise, the Owner agrees to pay interest until the account is paid, plus pay all collection costs, including a reasonable attorney's fee.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

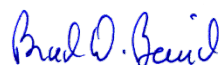
This Agreement executed on the day and year first above written.

Engineer
Anderson Perry & Associates, Inc.

Client
City of Ontario, Oregon

Brad D. Baird, P.E.

Name



Signature

President

Title

Name

Signature

Title

ANDERSON PERRY & ASSOCIATES, INC.

PART IV. TERMS AND CONDITIONS

GENERAL

Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expense, witness fees, court costs, and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

The Engineer intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

The Owner guarantees full and free access for the Engineer to enter upon all properties required for the performance of the Engineer's services under this Agreement.

The Engineer shall not be responsible for acts of omissions of any party or parties involved in the services covered by this Agreement other than their own or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by the Engineer.

Any opinion of the estimated construction cost prepared by the Engineer represents their judgment as a design professional and is supplied for the general guidance of the Owner. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.

AUTHORIZATION TO PROCEED

Approval of this Agreement by the Owner and the Engineer will serve as written authorization for the Engineer to proceed with the services called for in this Agreement.

OWNERSHIP OF DOCUMENTS

All Bidding and Contract Documents and other work products of the Engineer are property of the Engineer whether the project is completed or not. Reuse of any of the instruments of service of the Engineer by the Owner on extensions of this project or on any other project without the written permission of the Engineer shall be at the Owner's risk, and the Owner agrees to defend, indemnify, and hold harmless the Engineer from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Owner OR BY OTHERS ACTING THROUGH THE Owner.

TERMINATION

This Agreement may be terminated by either party by seven days' written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party or by mutual consent. If this Agreement is terminated, the Engineer shall be paid for services performed to the termination notice date, including reimbursable expenses due.

GOVERNING LAW

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the Engineer.

INSURANCE

The Engineer shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. The Owner shall acquire and maintain appropriate property, comprehensive general liability, and other appropriate insurance that will protect the Owner's interest on the project.

INDEMNITY

The Owner will require any contractor or subcontractor performing work in connection with Contract Documents produced under this Agreement to hold harmless, indemnify, and defend the Owner and the Engineer, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants, or their officers, agents, and employees.

LIMITATION OF LIABILITY

The Owner agrees to limit the Engineer's liability to the Owner and to all construction contractors and their subcontractors on the project, if any, due to the Engineer's professional negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand (\$50,000.00) Dollars or the Engineer's total fee for services rendered on this project, whichever is greater.

EEO PROVISIONS

The Engineer shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to non-discrimination in employment because of race, religion, color, sex, or national origin. The Engineer shall comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and, the organizing and collective bargaining clauses of Executive Order 13496 (29 CFR 471). The Engineer shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.



SCOPE OF WORK AND PROJECT UNDERSTANDING
March 18, 2021

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the Industrial Lands Water Distribution Modeling for the City of Ontario, Oregon (Owner). The Owner intends to develop water system infrastructure to support potential industrial business development in the southwest area of the city limits.

The following assumptions were made during the development of this SOW:

ASSUMPTIONS

- The existing Innovyze Water Distribution System Model developed for the Owner's draft Water System Master Plan (WSMP) will be utilized and updated as needed for this effort.
- The Owner will provide the Engineer with information on proposed industrial water demands and locations.
- The Engineer will evaluate up to two sites, each with up to two industrial demands (i.e., four total demands at two different locations) as provided by the Owner.
- Only the Owner's water system infrastructure will be evaluated in this process.
- No cost estimating services will be provided by the Engineer.

INDUSTRIAL LANDS WATER DISTRIBUTION MODELING

Anticipated services associated with the Industrial Lands Water Distribution Modeling are anticipated to include the following:

- Updating an existing water model developed for the City's 2020 draft WSMP to identify specific water system infrastructure needs associated with industrial development at two specific industrially zoned sites near 18th Avenue in southwest Ontario.
- Evaluating both existing booster pump station and distribution system capacities to meet the proposed industrial demands.
- Preparing up to four schematic GIS-based figures to identify recommended improvements to serve the proposed industrial demands.
- Preparing a Technical Memorandum that describes and summarizes the results of the system modeling. The Technical Memorandum will include a summary of recommend booster pump and distribution system improvements.



DELIVERABLE

A draft Technical Memorandum (with figures), as described herein, is anticipated to be delivered within 45 days of approval of this SOW. The Technical Memorandum will be finalized within 14 days of receipt of Owner comments on the draft Technical Memorandum.

ESTIMATED FEE

The estimated fee to provide these services is \$6,000. This is an estimate, and all work will be completed on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner.



**AGENDA REPORT
NEW BUSINESS
March 23, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

SUBJECT: TASK ORDER FOR KELLER ASSOCIATES FOR SANITARY SEWER MODELING IN SUPPORT OF INFRASTRUCTURE EXTENSION TO ECONOMIC DEVELOPMENT PROPERTIES (TREASURE 200 & NAVARETTE)

DATE: March 19, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE KELLER ASSOCIATES, INC. TASK ORDER FOR SEWER CAPACITY MODELLING TO SUPPORT SEWER EXTENSION TO TREASURE VALLEY 200 AND NAVARETTE DEVELOPMENT PROPERTIES FOR UP TO \$10,000.

SUMMARY:

The City is seeking to complete engineering to define the details of water and sewer extension to the Treasure 200 and Navarette properties for economic development. The Keller Associates, Inc. Task Order is one of four task orders that are needed to successfully accomplish this task. The attached Task Order is for sewer collection system modelling to confirm capacity.

BACKGROUND:

The City is investing in economic development to support growth that benefits the community. Currently the Treasure Valley 200 and Navarette parcels are of primary interest for economic development. Neither of these properties are served by water and sewer. The City is providing perspective developers an engineering design package to serve these properties (including cost estimations for completing these services) that will be the responsibility of the developer. The work is intended to facilitate the development of these properties by private business.

CURRENT SITUATION:

Both parcels require water and sewer extension and details of how this service can be provided at different demand levels is essential fostering economic development.

ANALYSIS:

- A. **STRATEGIC PLAN** This project fulfills the strategic goals of Desirability and Growth. Economic development of these parcels helps bring jobs and opportunity to the community.
- B. **FINANCIAL** Funding for the work is included in the current draft FY 21-22 budget out of the UCF Capitalization Fund. Staff is requesting that the engineering design funds be brought forward to the current year to accommodate the project.
- C. **TIMING** The work needs to proceed immediately to address a high level of interest in these parcels.
- D. **POLICY/LEGAL** Council approval is required to modify the budget and move funds forward.

ALTERNATIVES:

The Council may elect not to move funds into the current year and project initiation would be delayed until July.

OR

The Council may elect not to fund the project at all, which might result in the loss of the economic development on these two parcels.

RECOMMENDATION:

Staff recommends approval of \$10,000 to Keller Associates, Inc. to complete the engineering work as outlined in the attached Task Order request.

ATTACHMENTS:

1. Ontario WW Model Support_KA_Ontario_Agmt Package_2021-3-18_Keller Executed

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the **City of Ontario, Oregon** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Wastewater Modeling Support** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified in Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates completing the scope of work as outlined in Attachment A.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant on a time and materials basis with a budget not to exceed \$9,250 (Nine Thousand Two Hundred Fifty dollars) without written authorization as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: ONTARIO, OREGON

CONSULTANT KELLER ASSOCIATES, INC.:

Signature: _____

Signature: _____

Name: _____

Name: James Bledsoe

Title: _____

Title: Principal

Address: 444 SW 4th Street, Ontario,
Oregon 97914

Address: 131 SW 5th Avenue,
Meridian, Idaho 83642

Telephone: 541-881-3201

Telephone: 208-288-1992

Date: _____

Date: 3/18/21

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

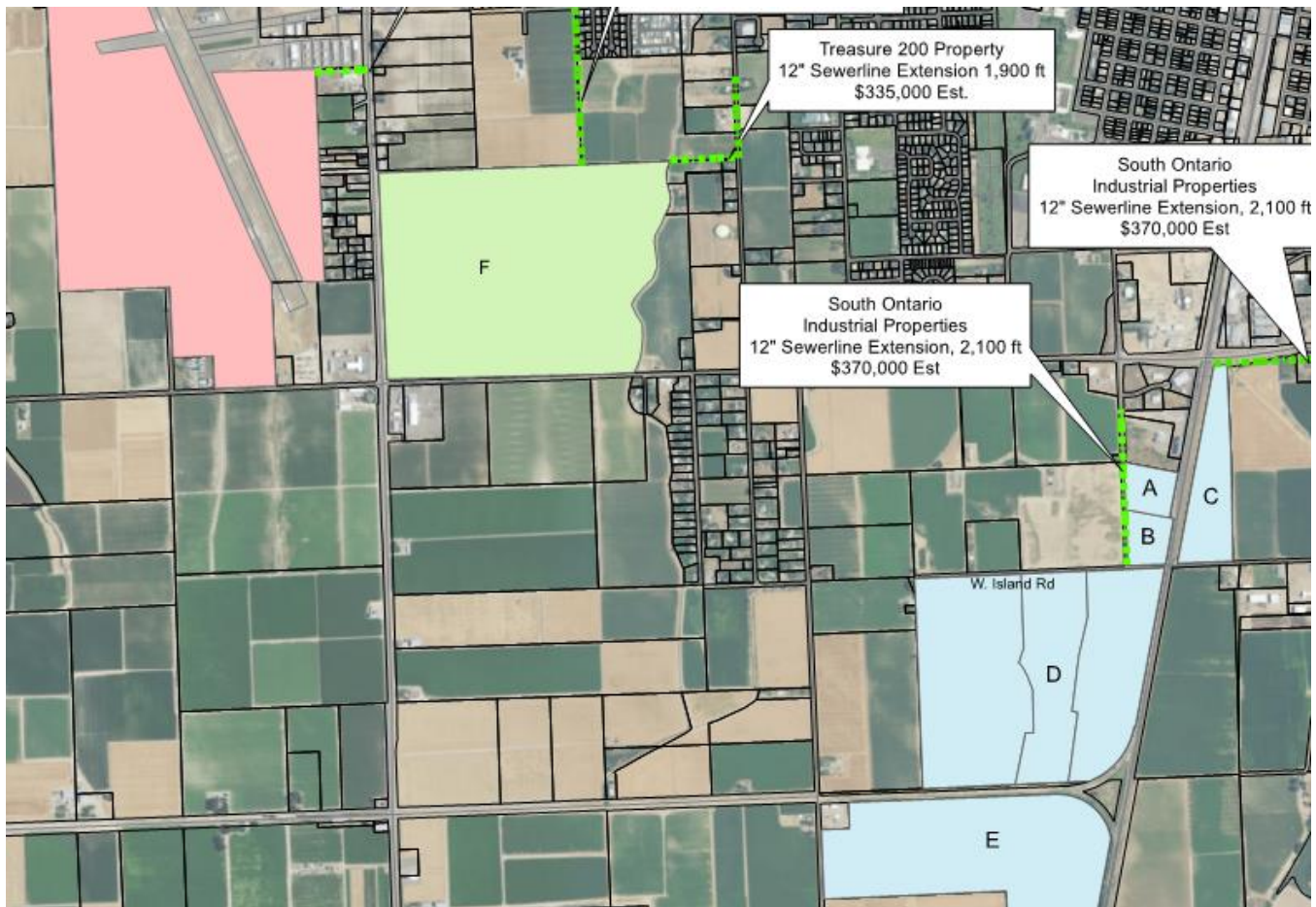
Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Attachment A

CITY OF ONTARIO
WASTEWATER MODELING SUPPORT
SCOPE OF WORK

PROJECT DESCRIPTION

City of Ontario, Oregon (“Owner”) has contracted with **Keller Associates** (“Consultant”) to provide limited wastewater modeling support to assess the impact of proposed economic development projects represented by parcels D and F in the graphic below. Peak day wastewater flows for the development will be furnished by the Owner. Consultant will add provided flows and gravity sewer mains that connect to the existing collection system into the existing wastewater model developed as part of the City of Ontario Sanitary Sewer Master Plan Update Addendum No. 1-April 2010 [Master Plan] and run the model to simulate flow conditions on the existing sewer collection system to identify potential capacity bottlenecks. No other modifications will be made to the existing wastewater model including modifications to the former flow conditions. It is understood that the existing wastewater model reflects 2005-2007 wastewater flow conditions which correlates to a population of 11,300. The City’s current reported population is 10,900. The model exists in XP-SWMM modeling software. Consultant will perform modeling support with the same software. It is understood by both parties that XP-SWMM is an outdated modeling software, and the Owner should consider converting the wastewater model to more updated modeling software at some point. It is further understood that the existing daily flow pattern in the model will be applied to the peak day flows provided by the Owner for the proposed developments. It is understood that this scope of work does not include any evaluation or consideration of the wastewater treatment plant.



Consultant's services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 1.2. Kickoff Meeting. Participate in a virtual project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to determine Owner's support team, receive and review the available information regarding the proposed development including proposed peak day wastewater flows, review objectives of the modeling, and review process for deliverable including process for Owner review and approval.
- 1.3. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.

Assumptions:

- Project management budget assumes a project schedule of up to 2 months through issuance of a limited technical memorandum.
- Project is being funded by the following entities: Local Funds

Deliverables:

- Monthly invoices.
- Kickoff meeting agendas and minutes.
- Request for information.

TASK 2: LIMITED MODELING SUPPORT AND TECHNICAL MEMORANDUM

Consultant Responsibilities:

- 2.1. Model Simulation. Add to the model the peak day flows furnished by Owner for proposed developments D and F and the proposed gravity sewerline extensions at Ten States Standards minimum pipe slopes (related to Parcels D and F illustrated in green in the figure in the Project Description section). Exercise the model to assess hydraulic impacts on the existing sewer collection system. Identify hydraulic capacity bottlenecks in the downstream existing collection system and lift station pumping capabilities. The Table 3.3 in the Master Plan will be used as the basis for lift station pumping capacity. Assessment of pressure main capacity is not included in this scope of work but can be provided as an additional service. Google Earth ground elevations will be used for purposes of rim elevations for new manholes added to the model.
- 2.2. Limited Alternative Analysis. Up to two concept-level alternatives for correcting capacity bottlenecks for each Development will be developed and simulated in the model. No cost estimates, environmental considerations, or design support will be provided as part of this task but can be provided as an additional service if desired. This analysis will only consider the immediate downstream sewerlines (not sewerlines that branch off the immediate downstream sewerlines).
- 2.3. Workshop Meeting. Meet with Owner to review modeling findings and alternative improvements.
- 2.4. Prepare Brief Technical Memorandum. Prepare brief draft Technical Memorandum that summarizes modeling findings. It is anticipated that this memorandum is less than four pages in length. Submit to Owner for review.
- 2.5. Final Technical Memorandum. Address Owner comments and submit final report for approval.

Owner Responsibilities:

- Provide peak day wastewater flows separately for each Development.
- Review and comment on the technical memorandum.
- Meeting room accommodations for meetings (if in person).

Assumptions:

- Modeling support will be completed with existing SP-SWMM model.
- No modifications will be made to the existing flows of the model.
- No evaluations or assessments will be made on the wastewater treatment plant.
- The 24-hour flow pattern in the existing model will be applied to the new flows added for the proposed Developments.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final technical memorandum.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, public meetings, environmental information or public meetings will not be required.
- Additional professional time for correspondence, meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.
- Public outreach or stakeholder outreach support
- Environmental investigations and permitting services
- Funding administration
- Project site tours
- Conversion of XP-SWMM model to new modeling software
- Coordination with Developers or regulatory agencies (such as Department of Environmental Quality)

SCHEDULE

Consultant will complete a draft technical memorandum within 60 days of receiving a signed contract.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant on a time and materials basis according to the Consultant's standard billing rates updated annually in January. The total authorized budget of \$9,250 shall not be exceeded without written authorization from the Owner.

KELLER ASSOCIATES, Inc.
2021 TITLE CODE BILLING RATES

Personnel Classification	2021 Hourly Rate		
Project Engineer - I (EI)	\$95	-	\$120
Project Manager - I	\$125	-	\$150
Project Engineer - II (PE/PE Pending)	\$120	-	\$210
Project Manager - II (PE)	\$155	-	\$210
Structural - I (EI)	\$95	-	\$115
Structural - II (PE)	\$120	-	\$180
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$240		
CAD - I	\$70	-	\$115
CAD - II	\$120	-	\$135
CAD Manager	\$170		
Electrical (EI)/Controls Technician	\$105	-	\$145
Electrical/Controls Engineer (PE)	\$170	-	\$200
Principal (PE)	\$200	-	\$240
Professional Surveyor (PLS)	\$135	-	\$170
Survey Technician	\$95	-	\$135
Field Representative	\$100	-	\$130
Engineering Student	\$70		
Clerical & Administration	\$65	-	\$95

Other Billing Terms

- Mileage: Billed at Federal Rate (currently \$0.560 per mile)
- Per Diem: \$60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$900/month (1 month minimum charge)
- 3D Survey Scanner Equipment: \$500/day
- Remote Bathymetric Survey Equipment: \$650/day
- UTV: \$90/day
- Specialty Software - Project specific
- The Title Code Billing Rates are effective January 1, 2021 and will be adjusted each January of subsequent years
- New employees may be added throughout the year



**AGENDA REPORT
NEW BUSINESS
March 23, 2021**

To: Mayor and City Council

FROM: Paul Woods

THROUGH: Adam J. Brown, City Manager

**SUBJECT: TASK ORDER FOR JACOBS FOR DESIGN OF WATER & SEWER INFRASTRUCTURE
EXTENSION TO ECONOMIC DEVELOPMENT PROPERTIES (TREASURE 200 &
NAVARETTE)**

DATE: March 19, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE JACOBS ENGINEERING TASK ORDER FOR WATER AND SEWER EXTENSION TO TREASURE VALLEY 200 AND NAVARETTE DEVELOPMENT PROPERTIES FOR \$105,000.

SUMMARY:

The City is seeking to complete engineering to define the details of water and sewer extension to the Treasure 200 and Navarette properties for economic development. The Jacobs Task Order is one of four task orders that are needed to successfully accomplish this task. The attached Task Order builds upon the data and information developed in the other three task orders and completes final engineering design for defined scenarios and associated cost estimates to complete the work.

BACKGROUND:

The City is investing in economic development to support growth that benefits the community. Currently the Treasure Valley 200 and Navarette parcels are of primary interest for economic development. Neither of these properties are served by water and sewer. The City is providing perspective developers an engineering design package to serve these properties (including cost estimations for completing these services) that will be the responsibility of the developer. The work is intended to facilitate the development of these properties by private business.

CURRENT SITUATION:

Both parcels require water and sewer extension and details of how this service can be provided at different demand levels is essential fostering economic development. See attached

figures.

ANALYSIS:

- A. **STRATEGIC PLAN** This project fulfills the strategic goals of Desirability and Growth. Economic development of these parcels helps bring jobs and opportunity to the community.
- B. **FINANCIAL** Funding for the work is included in the current draft FY 21-22 budget out of the UCF Capitalization Fund. Staff is requesting that the engineering design funds be brought forward to the current year to accommodate the project.
- C. **TIMING** The work needs to proceed immediately to address a high level of interest in these parcels.
- D. **POLICY/LEGAL** Council approval is required to modify the budget and move funds forward.

ALTERNATIVES:

The Council may elect not to move funds into the current year and project initiation would be delayed until July.

OR

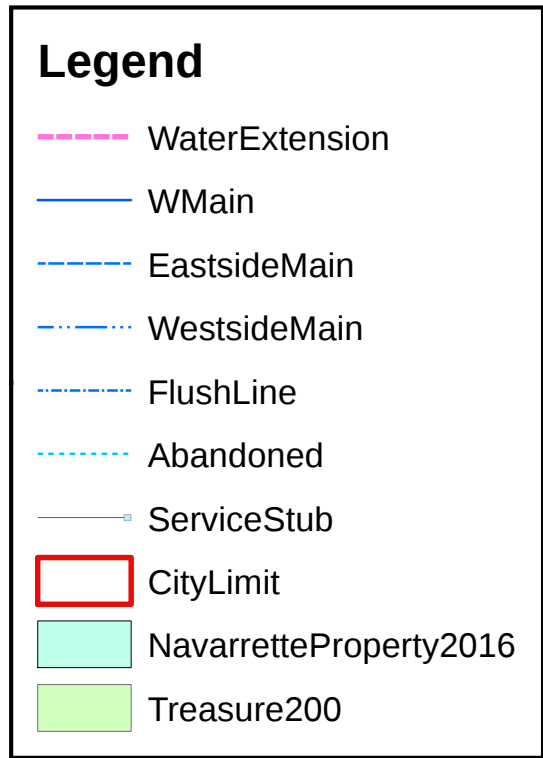
The Council may elect not to fund the project at all, which might result in the loss of the economic development on these two parcels.

RECOMMENDATION:

Staff recommends approval of \$105,000 to Jacobs to complete the engineering work as outlined in the attached Task Order request.

ATTACHMENTS:

- 1. T200Nav2021WatCityLim
- 2. T200Nav2021SanCityLim
- 3. Engineering Task Order for Water and Sewer Extension to Economic Development Properties REV1 CLEAN
- 4. City of Ontario_Task Order Cover T200 Navarette





Treasure200 & Navarette Infustructure Extension Project



Legend

SewerExtension

SanitarySewer

EffluentMain

InfluentMain

PerforatedPipe

Private

Abandoned

ServiceStub

Future

CityLimit

NavarretteProperty2016

Treasure200



1999 Bryan Street, Suite 1200
Dallas, Texas 75201
United States
T +1.214.638.0145
www.jacobs.com

Task Order 2: City of Ontario Task Order: Engineering Services for Water and Sewer Service Extension to Navarette & Treasure 200 Properties

PREPARED BY: Paul Woods, City Engineer

DATE: March 19, 2021

This Task Order is entered into on the effective date identified on the Purchase Order (PO) pursuant to the "Agreement for Operations, Maintenance, and Management Services" between CITY OF ONTARIO ("City") and JACOBS ENGINEERING GROUP INC. ("Engineer"), dated October 4, 2018 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order.

Project Background

The City is interested in developing final engineering design of water and sewer service for two economic development properties. Currently, neither of these properties are served by water and sewer. The City is providing prospective purchasers an engineering design package to serve these properties (including cost estimations for completing these services) that will be the responsibility of the future owner. The work is intended to facilitate the sale and development of these properties by private business.

Scope of Work

The scope of this task order is to assimilate support information prepared by others and prepare preliminary and final engineering drawings for water and sanitary sewer service extension to two economic development properties identified as priorities by the City. The engineering for the Treasure 200 property will consist of the development of plans and specifications to extend water service approximately 850 feet to the west from Sunset Drive to the boundary of the property; and sewer service approximately 1,150 feet south within the Sunset Drive right-of-way and then 850 feet west to the boundary of the property. The engineering for the Navarette property will consist of the development of plans and specifications to extend water service approximately 2,100 feet south along SW 4th Street to the northern boundary of the property; and sewer service approximately 2,100 feet south along SW 4th Street to the northern boundary of the property. See attached Figures (2).



Engineering Design Services

SUBTASK 1 Survey Coordination

Activities:

- Develop scope of services, provide direction, feedback, answer questions from CK3 regarding their task order for conducting topographic survey services.
- Review the survey data and provide any comments or questions to the surveyor.
- Coordinate transmission of survey data for use in design.
- Coordinate translation of survey deliverables from AutoCAD to MicroStation.

Assumptions:

- Survey work contracted through the City separately from this agreement; surveyor not under contract to Jacobs.
- Completion of design is reliant on timely delivery of Survey information.

SUBTASK 2 Preliminary Design

Activities:

- Use the modelling work performed by Anderson Perry and Keller Associates to identify necessary system improvements and confirm viability of alignment selected.
- Use the survey mapping provided by CK3 to develop basis of design for sanitary sewer and water lines laid out as closely as possible to the respective Master Plans.
- Preliminary water and sanitary sewer layout will be developed in CAD system for review by City Staff to ensure systems accommodate anticipated growth at targeted properties as well as those surrounding the area.
- Local outreach to existing utilities to obtain maps and information as available.
- Coordinate with the irrigation company for crossing main ditch at east property boundary of Treasure 200 and provide detailed section for crossing.
- Develop language for water and easement.
- Coordinate with County where alignment is within County.
- Develop Preliminary Engineering design including:
 - o Basis of Design Report – Brief report identifying the assumptions used as the basis for design consideration.
 - o 30% Conceptual Design – This will include general layout identifying areas of concern or special note. This set will contain drawings and a list of specifications.

Assumptions:

- CK3 will coordinate utility locates for field survey.
- An easement will be required for water and sewer through property just to the east of Treasure 200. Technical easement and R/W needs will be developed by CK3 (legal description, etc.).
- CK3 will develop legal description for water and sewer easements needed within County R/W.
- Preliminary Engineering deliverables will consist of the following:
 - o Basis of Design Report – Report will be brief, under 5 pages.



- 30% Conceptual Design – Review process for this will be via email. Electronic design package will be sent out to City review team and 5 days allowed for comments.
- Minimum erosion and sediment control will be developed and included in design. The Contractor will be responsible for creating a Stormwater Pollution and Prevention Plan (SWPPP) and Oregon 1200-C permit requirements.
- Contractor will be responsible for obtaining all permits through City and County.
- Completion of design is reliant on timely delivery of water system modelling and sewer system modelling.
-

Deliverables:

- Planning deliverables will consist of the following:
 - Basis of Design Report
 - 30% Conceptual Design (documents will be provided in electronic format)
 - Conceptual design drawings – 11x17 size
 - List of specifications
 - Preliminary cost estimate

SUBTASK 3 Final Design

Activities:

- Use the survey mapping provided by CK3 as basis of final contract documents for sanitary and water.
- Drawings will be developed for Treasure 200 showing the following estimates:
 - Up to 2000 LF of plan and profile for sanitary sewer mains
 - Up to 850 LF of plan alignment for water lines
- Drawings will be developed for Navarette showing:
 - Up to 2650 LF of plan and profile for sanitary sewer mains
 - Up to 2100 LF of plan alignment for water lines
- General notes, typical sections, and alignment details will be developed.
- Modeling software will be used to create the horizontal alignments of the sanitary and water lines and facilitate layout of the design drawings, as well as the vertical alignment of the sanitary sewer lines.
- Surface improvements will be clearly defined in typical sections, generally including paved streets, shoulder, and bare ground.
- Mapping will show local utilities as provided by the surveyor, including physical features as picked up by the survey team in the field.
- Design team will coordinate with local utility agencies regarding timing and specifications for crossings.
- Design deliverables will consist of the following design phases:



- 90% Detailed Design – Review meeting for this level will be via phone or Microsoft Teams. Electronic design package will be emailed to City review team. Package will include specifications. A review call will be set up 5 days after package is sent.
 - 100% Final Design – Comments from 90% review will be incorporated, no formal review is anticipated.
- Jacobs will develop a Level 1 cost estimate based on local unit price information.
- No submittal to DEQ required, as these are extensions only.
-
- Contractual language, general and technical specifications will be developed for the project contract document using Jacobs specifications for Division 1 specifications.
- Consistent with Treasure Valley contracting practices and past practices for projects of this nature by the City, Idaho Standards for Public Works Construction will be used for specifications and standard details in lieu of Oregon standards.
- Developed cost estimate covering infrastructure improvements and surface repairs.

Assumptions:

- At this time, no lift station is included in the sanitary sewer design scope of work. If the modelling shows a need for a lift station design, an out of scope request will be brought forward for consideration at that time.
- Easement and R/W research and figures will be developed by on-call surveyor.
- Any R/W needs will be developed by CK3. Known R/W issues are identified in this document (easements), if other issues are encountered, those will be out of scope.
- No conflicts with existing utilities are assumed. If conflicts are found to exist through coordination with local utility agencies, additional effort to adjust the design may be required.
- Final Design Sheets will shall not exceed the following estimates:
 - Cover – 1
 - General Note – 1
 - Plan & Profile – 11
 - Plan only – 7
 - Details – 2
 - Sections – 1
 - Estimated total sheets - 23
- Design deliverables will consist of the following design phases:
 - 90% Detailed Design – Meeting will be held virtually. No site visit required.
 - 100% Final Design – Comments from 90% review will be incorporated, no formal review is anticipated.
- Level 1 cost estimate based on local unit price information.
- No submittal to DEQ required, as these are extensions only.

Deliverables:

- Design deliverables will be provided at each design phase for review by the appropriate City representative and will consist of the following:



- 90% Detailed Design (documents will be provided in electronic format)
 - Detailed design drawings – Original size 22"x34" size
 - Specifications
 - Cost Estimate
- 100% Final Design (documents will be provided in hard copy and electronic formats)
 - Stamped design drawings – Originals 22"x34" size
 - Stamped specifications
- Level 1 Cost Estimate

Compensation:

Project Fee for Engineering Design Services Not To Exceed \$ 105,000

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER FORM

Effective Date _____ Task Order No. 2

Task Order Name: Engineering Services for Water and Sewer Service Extension to Navarette & Treasure 200 Properties

This Task Order is entered into on the effective date noted above pursuant to the "Master Agreement for Professional Services" between CITY OF ONTARIO ("Client") and JACOBS ENGINEERING GROUP INC. ("Engineer"), dated March 16, 2021 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order.

Services Authorized

Client authorizes Engineer to perform the Services described in Exhibit A attached hereto and incorporated herein, which Exhibit A is marked with the above noted Task Order No. and consists of 5 page(s).

Pricing

Time and Expense on the basis of Engineer's costs, including overhead on labor, plus 15 percent markup.

Schedule

Services may commence on March 24, 2021.

Services will cease by April 1, 2022.

Other

N/A.

CLIENT: CITY OF ONTARIO

JACOBS ENGINEERING GROUP INC.

By: _____

By: _____

Title: _____

Title: _____



**AGENDA REPORT
NEW BUSINESS
March 23, 2021**

To: Mayor and City Council

FROM: Kari Ott, Finance Director

THROUGH: Adam J. Brown, City Manager

SUBJECT: RESOLUTION #2021-109: INFRASTRUCTURE PROJECT DESIGN

DATE: March 19, 2021

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2021-109: A RESOLUTION APPROPRIATING FUNDS FOR ECONOMIC DEVELOPMENT INFRASTRUCTURE PROJECT DESIGN.

SUMMARY:

Attached is Resolution #2021-109.

BACKGROUND:

The previous Council items were to approve task orders relating to the Treasure 200 and Navarette property project design. This resolution will appropriate the funds for both projects.

CURRENT SITUATION:

The Treasure 200 and Navarette property projects were approved in the 2021-2022 budget by the Budget Committee. The City Council requested to speed up these projects with the new infrastructure funding. This resolution appropriates funds for the design of these projects from the Utility Capitalization Fee Department.

ANALYSIS:

- A. **STRATEGIC PLAN** The development of infrastructure to these properties align with the city's growth strategy.
- B. **FINANCIAL** The project is budgeted to cost \$141,000 which includes task orders to Anderson Perry, Keller, CK3, and Jacobs.
- C. **TIMING** It is important to get this design completed as soon as possible in order to get the projects shovel ready if additional funding can be utilized.

- D. **POLICY/LEGAL** A formal resolution approved by the City Council is required to expend funds per ORS 294.

ALTERNATIVES:

The Council could decide not approve the resolution, which would delay the start of the project until next fiscal year.

RECOMMENDATION:

Staff recommends the approval of Resolution #2021-109.

ATTACHMENTS:

1. Resolution #2021-109 INFRASTRUCTURE PROJECT DESIGN



RESOLUTION #2021-109

A RESOLUTION TO APPROPRIATE FUNDS FOR ECONOMIC DEVELOPMENT INFRASTRUCTURE PROJECT DESIGN

WHEREAS, The City would like to extend water and sewer services to the Treasure 200 and Navarette properties to create shovel-ready projects; **and**

WHEREAS, The City Council would like to speed up the design on these projects in order to take advantage of potential funding; **and**

WHEREAS, The City desires to modify the 2020-2021 budget in order to appropriate the funding.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council, to approve the following adjustment to the fiscal year 2020-2021 budget:

Line Item	Item Description	FY 20-21 Budget	Amount of Change	Adjusted Budget
CAPITAL PROJECTS FUND				
030-087-871000	UCF Dept Contingency	\$2,199,328	(\$141,000)	\$2,058,328
030-087-719317	Utilities Extension – Treasure 200	\$ -	\$65,500	\$65,500
030-087-719318	Utilities Extension – Navarette	\$ -	\$75,500	\$75,500

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 23rd day of March 2021, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 23rd day of March, 2021.

Riley J. Hill, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder