

**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
THURSDAY, AUGUST 10, 2023, 5:30 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: Susann Mills _____ Sam Baker _____ John Kirby _____ Ken Hart _____
Penny Bakefelt _____ Eddie Melendrez _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on August 8, 2023. 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) OLD BUSINESS

A) BLM SEAT Base Lease

6) PUBLIC HEARING

A) Application to Use CDBG Funds for New Secondary River Water Intake to Support the City's Drinking Water Supply System

7) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

8) 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 [Current or Potential]/Consult with Legal Counsel; (i) Performance Evaluation of Public Officers and Employees; (j) Trade Negotiations; and/or (l) Labor Negotiations.

The City of Ontario does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 889-7684 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.



**AGENDA REPORT
OLD BUSINESS
August 10, 2023**

To: Mayor and City Council
FROM: Dan Cummings, City Manager
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **BLM SEAT BASE LEASE**
DATE: August 2, 2023

PROPOSED MOTION:

- 1. I MOVE THE CITY COUNCIL TO APPROVE THE BLM LEASE FOR THE BLM SEAT BASE ON THE ONTARIO MUNICIPAL AIRPORT AS PRESENTED BY STAFF AND AUTHORIZE THE CITY MANAGER TO MAKE THE FINAL MINOR ADJUSTMENTS NEEDED AND SIGN THE FINAL LEASE DOCUMENT ON COMPLETED.**
- 2. I MOVE THE CITY COUNCIL TO APPROVE THE ENGINEERING DESIGN CONTRACT WITH JUB FOR THE DESIGN OF THE BLM SEAT BASE AS PRESENTED, AND AUTHORIZE THE CITY MANGER TO SIGN THE CONTRACT.**

SUMMARY:

Negotiations for the \$7,000,000 (seven million dollars) BLM SEAT Base at the Ontario Municipal between the City Manager (as authorized by the City Council) and the Bureau of Land Management BLM have been completed. The lease documents provided by the BLM legal team have been reviewed by staff and the City Attorney and is being presented for approval by the Council, along with the JUB contract for the design portion of the project.

BACKGROUND:

In 2001, discussions started with the BLM to site their new Regional SEAT (Single Engine Air Tanker) Base at the Ontario Airport.

In early 2002, the city was notified that the BLM had budgeted \$7,000,000 (Seven million dollars) to construct the base.

For the past year, with the approval of the City Council, the City Manager has been negotiating a lease rate, as well as the construction costs associated with the base.

CURRENT SITUATION:

A lease rate of \$0.07 (seven cents) per square foot was agreed upon by both parties, as well as the cost sharing of the infrastructure to get utilities to the site. This is a design build concept with the city fronting the cost at the start with the BLM reimbursing the city for the cost of the facility, the cost of BLM Road to the site, and two-thirds (2/3) of the cost of sewer, water to the site, and 100% of the cost of power to the site.

The BLM has submitted the Lease and Scope of Work within the lease and staff has reviewed the lease to meet city agreement standards and requirements.

Under a previous Council action, the city accepted the staff recommendation to use the Engineering service of the current City Airport Engineer (JUB) to perform the design of the facility. Upon approval of the BLM Lease, the contract with JUB can be approved to get the project moving forward.

Both documents are attached to this report.

ANALYSIS:

- A. **STRATEGIC PLAN** The construction of this facility adds growth, as well as improves the lifestyle of the Ontario community.
- B. **FINANCIAL** The BLM is fronting the majority of the cost of the project with the city paying for a portion of the extension of the sewer and main line to the facility. That cost will be added as a recapture cost to new construction at the airport as previously discussed with the City Council, and budgeted in the 2023-2024 budget.
- C. **TIMING** As per the US Government Lease for Real Property short form Section "B", their offer is good until the close of business on August 15, 2023, so timing is of the essence.
- D. **POLICY/LEGAL** The City Council is the governing body for all new airport leases.

ALTERNATIVES:

The Council could choose not to approve the lease, which might cause the BLM to go somewhere else with the regional base.

RECOMMENDATION:

Staff recommends the City Council approve the BLM lease and the design contract with JUB and authorize the City Manager to sign all documents required to complete the lease and design.

ATTACHMENTS:

- 1. Ontario SEAT base PG 2 7-31-23
- 2. OR, Ontario SEAT Offer Award Pg 1
- 3. GSA Form 3517A_Rev_07_2021 (7 pg)
- 4. JUB Professional Service COntact for BLM Design

Ontario, Oregon
Bureau of Land Management
Lease Agreement
LEASE NUMBER L23PL000__

WITNESSETH: The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. AGREEMENT AND USE:

LESSOR, CITY OF ONTARIO, ("LESSOR"), a/k/a Ontario Municipal Airport leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 548,856 square feet or **12.6** acres of land located at the Ontario Municipal Airport, whose address is 581 SW 33rd Street, Ontario, OR 979914 for GOVERNMENT'S use and is more particularly in attached ***Exhibit A: Aerial View of the Leased Premises.***

LESSOR hereby agrees to undertake the work to design and construct on the Leased Premises, GOVERNMENT funded, owned, operated, and maintained, aerial firefighting Single Engine Airtanker (SEAT) base operations and firefighting facility. The description of the containment infrastructure and the work to be performed is more particularly described herein under ***Exhibit B: LESSOR constructed GOVERNMENT owned and maintained SEAT base operations.***

GOVERNMENT's use includes, but is not limited to, construction of a GOVERNMENT owned structure, fenced areas, extant structures, RAMP, air attack SEAT parking in General Aviation Parking for Air Attack Aircraft and two hookups/two hydrant stands with water meter to the city fire hydrant located in the south east corner of the RAMP to facilitate mixing of fire retardant, and allow GOVERNMENT to operate up to 5 single and/or multi-engine air tankers from the Ontario Municipal Airport (without additional charges to GOVERNMENT.) operating flights for firefighting, shuttle training, inspection, emergency transporting and loading and unloading persons, cargo, and property to and from the Leased Premises for the operational support of the Vale District Fire Management Program.

GOVERNMENT is also granted the non-exclusive right to utilize such airport runways, taxiways, and public use aprons (Airfield Areas), and such other rights of way and access across the Airport (Airport Rights-of-Way), as necessary for ingress and egress to its Leased Premises, and to the extent necessary to enable GOVERNMENT to utilize the property as an operational base in support of National Fire Aviation assets and associated support personnel in the performance of supporting fire operations within the surrounding public lands and communities. GOVERNMENT'S use of said air-field areas and other Airport rights of way shall be on a non-exclusive, non-preferential basis with other authorized users thereof. GOVERNMENT shall abide by all directives of Ontario Municipal Airport, the Federal Aviation Administration ("FAA") and any other GOVERNMENTAL entity having jurisdiction of the Airport, governing its use of said airfield areas and other Airport Rights-of-Way, either alone or in conjunction with other authorized users thereof. Specifically, GOVERNMENT shall have access on a 24 hour, 7 days per week basis inclusive of road access from SW 4th St. onto taxi way heading south, and access to other airport facilities needed other than within the fenced base.

See attached:

Initials: _____
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Exhibit A: Aerial View of the Leased Premises

Exhibit B: LESSOR constructed GOVERNMENT owned and maintained SEAT base operations

2. TERM:

TO HAVE AND TO HOLD the said Leased Premises, for the term beginning on **June 1, 2025**, subject to completion and acceptance by GOVERNMENT of the work identified in **Exhibit B** and continuing for a term of thirty (30) years through **July 31, 2055**, subject to termination as is hereinafter set forth.

3. RENTAL:

Rental payments referenced herein are issued in accordance with H.R.2617 — Public Law No: 117-328., Wildland Fire Management Continuing Appropriations Act, 2023.

- A. GOVERNMENT shall pay LESSOR an annual Rent in the amount of **\$38,420.00**, paid in advance for the Leased Premises.
- B. The Rental Rate shall increase by 3% every year beginning with the second year, as depicted in the below chart.

Year		Annual Rent	Year		Annual Rent
1	2025	\$ 38,420	16	2040	\$ 59,857
2	2026	\$ 39,573	17	2041	\$ 61,653
3	2027	\$ 40,760	18	2042	\$ 63,502
4	2028	\$ 41,983	19	2043	\$ 65,407
5	2029	\$ 43,242	20	2044	\$ 67,370
6	2030	\$ 44,539	21	2045	\$ 69,391
7	2031	\$ 45,875	22	2046	\$ 71,473
8	2032	\$ 47,252	23	2047	\$ 73,617
9	2033	\$ 48,669	24	2048	\$ 75,825
10	2034	\$ 50,129	25	2049	\$ 78,100
11	2035	\$ 51,633	26	2050	\$ 80,443
12	2036	\$ 53,182	27	2051	\$ 82,856
13	2037	\$ 54,778	28	2052	\$ 85,342
14	2038	\$ 56,421	29	2053	\$ 87,902
15	2039	\$ 58,114	30	2054	\$ 90,539

- C. Rent shall be an annual payment, paid in advance, in accordance with the terms of the lease. Rent for a period of less than a year shall be prorated. In the event GOVERNMENT exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- D. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its current and active data in the System for Award Management (SAM).

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4. TERMINATION:

GOVERNMENT has the following termination rights:

- A. Termination shall require 180 days' written notification to the other party.
- B. Rent for a period of less than a year shall be prorated.
- C. Said notice shall be computed commencing with the day after the date of mailing.

5. UTILITIES:

- A. GOVERNMENT shall pay all separately metered utilities (electricity, internet, telephone, water, garbage) which are required for the use of the Leased Premises.
- B. GOVERNMENT shall have access to the Leased Premises at all times without additional payment.
- C. GOVERNMENT agrees to pay all use costs for electricity, gas, water, sewer, trash, special disposal, and other utilities, including without limitation hookup fees and charges, used by GOVERNMENT on Leased Premises.
- D. LESSOR shall provide separate meters for utilities to be paid by GOVERNMENT and will provide written verification of the meter numbers and certification that these meters measure GOVERNMENT'S usage only. Proration is not permissible.

6. ALTERATIONS:

During the lease term, GOVERNMENT shall submit appropriate application paperwork for LESSOR review and approval, said approval not to be unreasonably withheld, as needed for alterations, attachment of fixtures or signs in or upon the Leased Premises, which fixtures, additions on, upon, or attached to the said Leased Premises shall be and remain the property of GOVERNMENT and may be removed or otherwise disposed of by GOVERNMENT.

GOVERNMENT shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the Leased Premises. GOVERNMENT may request LESSOR to perform said alterations on the Leased Premises. Any GOVERNMENT requested alterations to the Leased Premises will be funded by GOVERNMENT. Upon removal of the alterations, GOVERNMENT shall return the Leased Premises in the same condition, normal wear and tear excepted.

7. WAIVER OF RESTORATION:

GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and GOVERNMENT shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs.

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8. ADDITIONAL SERVICES:

During fire season, LESSOR is responsible for timely submittal of invoices for additional services required by GOVERNMENT and/or GOVERNMENT sub-contractors. LESSOR will not be paid for any services that are not authorized in advance by the **GOVERNMENT on-site Representative**. Upon presentation of a properly certified invoice, payment will be made by GOVERNMENT and/or GOVERNMENT sub-contractors for services requested and furnished.

9. LIABILITY:

GOVERNMENT is responsible for the Leased Premises located at the Ontario Municipal Airport as determined under and in accordance with this Lease Agreement and the laws of the State of Utah but limited by the laws of the United States of America.

GOVERNMENT shall be liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

10. QUIET ENJOYMENT:

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess, and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

11. BENEFITS:

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

12. RELATIONSHIP OF PARTIES:

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Space and Leased Premises or any improvement thereon.

13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **LESSOR** shall be mailed to:

City of Ontario
444 S.W. 4th Street
Ontario, OR 97914
Telephone: (541) 881-3264

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All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management
Barbra Burns-Fink
National Operations Center Denver Federal Center Building #50, OC651
P.O. Box 25047
Denver, CO 80225-0047
Telephone: (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

GOVERNMENT on-site Representative: Ryan E. Bates 541-473-6257

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

14. LUMP SUM PAYMENTS TO LESSOR FOR COMPLETED WORK:

GOVERNMENT agrees to reimburse LESSOR upon completion of a portion of the work items required as a part of this Lease Agreement, after inspection, and acceptance of the work items by Ryan E. Bates GOVERNMENT'S designated point of contact. LESSOR will submit an acceptable itemized invoice through GOVERNMENT'S point of contact, who will submit the approved invoice to the Lease Contracting Officer for payment through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

15. ENTIRE AGREEMENT:

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements, or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

16. CONFLICT BETWEEN CLAUSES:

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

Continued on next page.

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AGREED AND EXECUTED as below written:

ATTEST:

CITY RECORDER

Date

LESSOR:

CITY OF ONTARIO

Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

GOVERNMENT:

UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT

Barbra Burns-Fink
Leasing Contracting Officer

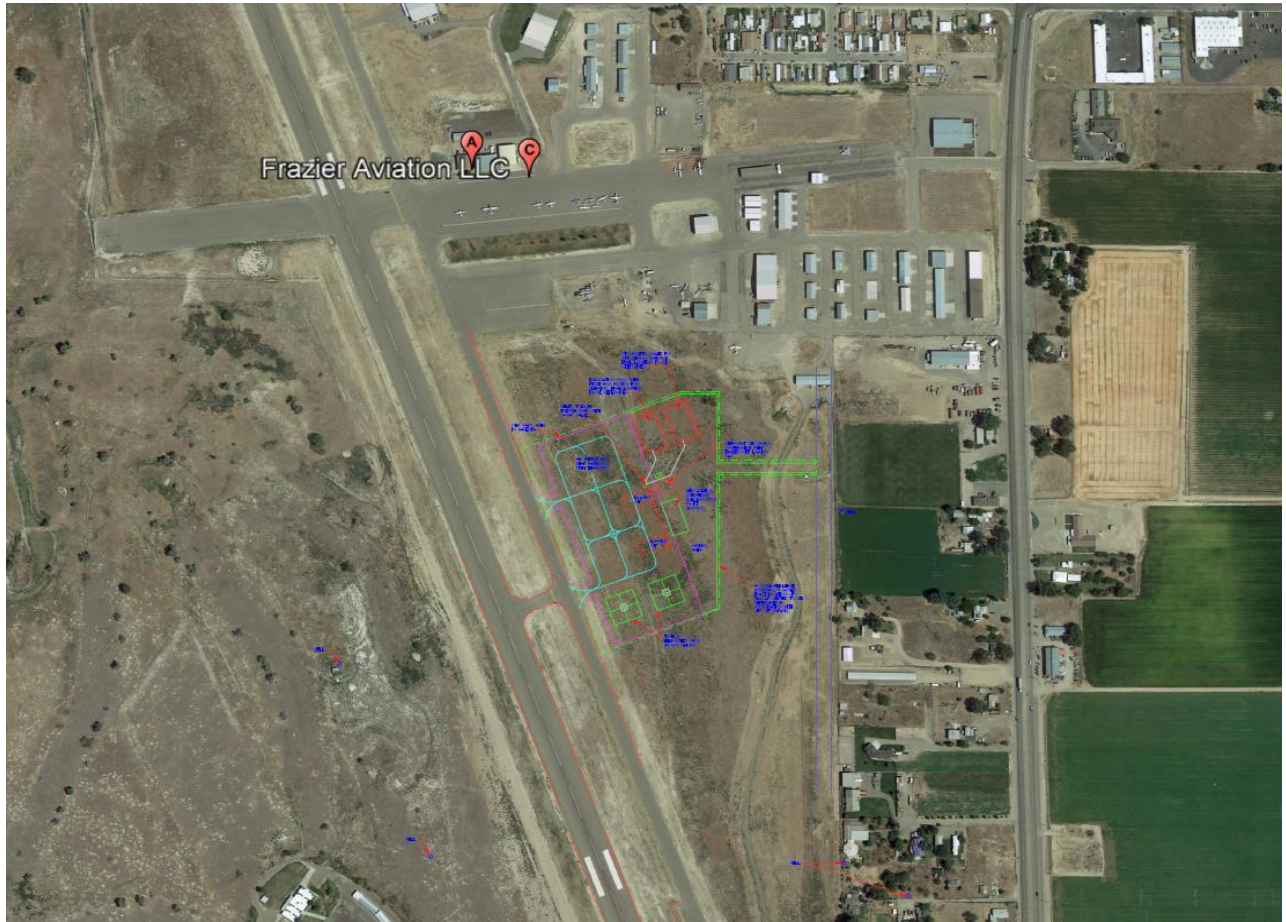
Date

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Exhibit A (2 Pages)
Aerial view of the Leased Premises
Ontario Municipal Airport



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Exhibit B (20 Pages)

LESSOR constructed GOVERNMENT owned and maintained SEAT base operations

July 22, 2022

Section C – Description/Specifications/Statement of Work

C.1.0 General

The Lessor shall conduct a design charrette and provide design documents for the Ontario Aviation Base including construction specifications, drawings, and cost estimate in accordance with the terms and conditions of this Statement of Work.

C.1.1 Background

The BLM, Vale District operates a Helitack Module, Category I Single Engine Air Tanker (SEAT) Base, and an Air Attack platform. All three functions will be combined in a new Aviation Base at the Ontario, Or. Municipal Airport. The proposed Base will be constructed on approximately 12.6 acres of leased land at the City Airport and will consist of aircraft infrastructural improvements and a Fire Center building. Aircraft will operate from June through September and the Fire building will be occupied year-round with fire personnel with the heaviest use occurring in May through October.

C.1.2 Program

Helitack Module with Type 3 Helicopter consists of 11 firefighters, 2 chase vehicles (2 - heavy duty pickup trucks), 3 contractors, 1 type 3 helicopter (example AS 350 B3) and 1 chase vehicle (heavy duty pickup with 900-gallon Jet A tank). Plan for a minimum of 14 personnel for this program element.

Air Attack module consists of 1 firefighter, 1 contractor, 1 trainee firefighter and an Air Attack Platform (example Aero Commander AC690). AC690 specifications: wingspan 53 feet, length 43 feet cruise 308 knots, and fuel Jet A. Plan for 3 personnel for this program element.

Category 1 SEAT Base is any base with a full-service retardant contract. These contracts are designated for Air Bases with the highest retardant use rates. The full-service contract comes with roughly 2 to 4- 8000-gallon tanks, mixing pumps, storage area, and hazmat storage.

SEAT module for Ontario consists of 2 AT802 Single Engine Air Tankers. Each tanker comes with 2 contractors and 1 government representative. Ontario SEATs starts with 7 personnel for 2 SEATs. Plan for a minimum of 11 personnel for this program element.

SEAT aircraft support initial and extended attack operations for wildfires as a rapid response resource. The Helitack program provides local and national initial attack by transporting people and equipment directly to the fire lines. Air attack provides aerial supervision, reconnaissance, and fire surveillance.

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C.1.3 Description of Work

Work effort includes conducting a design charrette and developing complete construction contract documents for the comprehensive design of a BLM Aviation Base to be located on an undisturbed site at the Ontario Municipal Airport, including specifications, drawings, and cost estimate. The proposed Aviation Base design shall include infrastructure and operation center facilities for Helitack, Air Attack, and a Category-1 SEAT Base. The effort shall include environmental site assessment (phase 1), engineering site investigation and topographic site survey, design, and construction contract preparation for development of a Base that is compliant with environmental regulations as well as considerate of aviation industry recommendations for current and future SEAT aircraft. Review and consider in the design effort elements such as rotary and fixed-wing aircraft approach and departure requirements, ramp area, utilities, and security. Infrastructure design shall include, but not be limited to retardant loading pads with trench drain as secondary containment, water distribution lines, retardant mixing with primary and secondary containment, retardant distribution lines, double lined evaporation stormwater and aircraft wash-water containment ponds, aircraft tie-downs, and helipads. Operation center design shall also include an operations building, water supply, sanitary sewer, electrical, data/comm, site stormwater drainage, and access security measures. Building design shall be based on the concept floor plan provided with a floor plan area of approximately 7,500 square feet.

BLM has budgeted a maximum total amount of \$7,000,000 to include design, construction, construction administration, permits, airport impact fees, and contingency. The Lessor shall develop the project to that budget amount. The Lessor and BLM shall work together throughout the design phase to monitor projected construction costs and adjust the scope of work to meet the available funding to avoid any redesign efforts after construction bids. Lessor shall notify the BLM in advance of a review submittal if the total project cost estimate exceeds the preliminary budget amount.

The Work shall include the five Key Design Elements as listed below.

A. Design Charrette

Lessor shall conduct a design charrette to create realistic and achievable design ideas from design charrette meetings held with the government and that accommodate customer need. Design charrette effort shall include aviation SEAT Base site development and layout in conjunction with Lessor aviation specialists and the government aviation subject matter experts.

B. Survey and Site Design

Lessor shall perform site surveying necessary to create a topographic representation of the existing site in order to design infrastructure, including but not limited to, facility elements identified in Sections C.1.3-C and C.1.3-D. Lessor shall include in the drawings and specifications, grading and staking plans necessary for construction of all site work and facilities.

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C. Design of Category-1 SEAT Base, Air Attack, and Helitack

The Category-1 SEAT Base design effort shall comply with all environmental regulations as well as considerate of aviation industry recommendations for current and future SEAT aircraft such as clearances, turning radius, approach angles, and aircraft ramp areas. Design shall include relevant industry and environmental best practices and standards for retardant loading pads with secondary containment, water supply, retardant mixing with primary and secondary containment as well as an evaporation pond(s). Design shall also include, but not be limited to utilities such as water distribution, sanitary sewer, power, communications, site drainage system, and site access security. The aircraft ramp area design shall include helipads based on future helicopters and accessory spaces for fueling and servicing, and accommodations for Air Attack aircraft with elements such as tiedowns, clearances, turning radius, approach angles, and aircraft ramp area. The Lessor may incorporate the following assumptions and direction when performing the design activity under this Design Element:

- General Guidance:
 - The Lessor shall comply with ASCE-7 requirements for all elements of this project to include making generous assumptions on behalf of the tank provider and the equipment provider regarding their responsibilities for securely mounting their equipment in the containment area.
 - The Lessor shall provide information on the documents outlining their design assumptions in accordance with ASCE-7 and any local requirements. The information will be used by the government when securing tanks and equipment.
 - Concrete design for new SEAT base location shall be per FAA Advisory Circular 150/5320-6F.
 - Design for the overall site shall include consideration of security above basic FAA minimums. The Lessor is expected to design for passive elements such as eliminating blind spots, as well as to include active elements such as security lighting and access control systems. The government shall provide guidance to the Lessor in accordance with Departmental Policy.
 - FAA and Airport compliant directional markings, and lighting for taxiway, loading pits, and ramp area as required.
 - Adequate fire suppression hydrants for typical aircraft ramp operations.
 - Accommodate current generation SEAT aircraft and future generation SEAT aircraft descriptions of which are provided in Section C.3.0 below.
 - Design for aircraft tie-down points at loading pits as well as other aircraft parking areas.
 - Site design shall include a tanker off-loading pad located adjacent to the retardant tank containment area that slopes to a shallow sump. Intent is to capture incidental spills from transferring retardant from delivery tanker truck.
 - Site design shall include a space adjacent to the secondary containment area for two 5,000-gallon horizontal water tanks with appropriate fill connections

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from water utility. Anticipated size of the water tanks is 10'-6" diameter x 10'-0" long. Tanks, hoses, and piping over secondary containment wall to be provided by the retardant contractor. Intention is to minimize size of secondary containment for the retardant, water tanks shall not be located inside the secondary containment area.

- Site design shall include 20'x20' shade structure located so that operational line of site is not impaired. Provide minimum of two duplex power outlets at structure.
- Retardant Loading Pit:
 - Design for a dual loading pit pad which incorporates retardant loading and wash down area for minimum of two SEAT aircraft.
 - Dual loading pit design shall be configured with appropriate clearance to allow each SEAT aircraft to be safely loaded with retardant or washed while the other aircraft is incoming or departing.
 - Pit pad thickness shall be a minimum 7 ½" thick concrete to accommodate transient Forest Service tanker aircraft; actual thickness shall be as designed by the Airport.
- Trench Drain (serving retardant loading pit):
 - Loading pits shall be served by minimum 12" wide trench-drain to capture retardant spills and wash water. The trench shall have removable grates to ease the end of season cleaning. FAA requirements on grate load ratings should be discussed with government.
 - The drain trench shall be connected to the lined evaporation pond as well as the airport storm drainage system served by a position indicating 3-way lockable diversion valve. One action by valve shall direct water to either the evaporation pond, or to the airports storm drainage system.
 - Trench drain shall also be sized sufficiently to allow for routing the mixed retardant distribution line and the pressurized wash down water supply line.
 - Locate the 3-way diversion valve receiving drainage from the trench drain and serving either the evaporation pond or the airports storm drainage system as close to the trench drain as possible. Intent is to minimize shared piping that requires cleanout at the end of the season. It shall also be located to offer easy 10ft visible evidence of its position and not be in the way of operational functions.
- Retardant Mixing and Containment Area:
 - Design a secondary containment area of concrete for capture of contents of the largest tank volume, plus 10% of its volume, the equipment volume, and local rainfall as required by authority having jurisdiction.

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- Containment construction shall be similar to a fuel yard containment area, retardant shall not be allowed to seep outside the containment area. No drain connection and no piping penetrations.
 - Containment floor area shall be sized for a single 12,000-gallon horizontal retardant tank, a single 3,500-gallon vertical off-load tank, two portable retardant transfer pumps, transfer hoses, two mass flow meters and adequate working area to service the equipment. Design per ASCE-7 with understanding that tanks may be installed on supports with as few as six contact points to containment pad. Area shall accommodate various configurations of tank manufacture mounting supports and be capable of accepting numerous anchor points for tank and equipment tie-downs. Tanks and retardant equipment are not part of the design package. Typical sizes for the retardant and water tanks are as follows:
 - 12,000-gallon horizontal tank size is approx. 11'-0" dia. x 17'-0" long
 - 3,500-gallon vertical off-load tank is approx. 9'-0" dia. x 7'-0" high.
 - Containment area shall be sloped to a single shallow sump located away from working/walking areas. Shallow sump shall be configured to allow for use of a pump and to ensure a tripping hazard is not created. Intent is for sump pump to be used for draining the containment area. Power outlet required near sump area.
 - Containment area and layout shall be graded such that no equipment, skids, walking pads, or equipment pads impounds water or otherwise inhibits the wash down cleanup of any spills.
 - Guard rails shall be installed on containment wall to direct staff to safe entry points.
 - Access to the containment area shall include at least two access points with stairs and handrails over the containment walls, ships ladders/stairs are not allowed.
 - Provide utility sink with cold water and short drainpipe, sink shall drain to a bucket. Intent of this sink is for retardant testing, no washing allowed.
 - Provide chamfered edges on concrete walls and a stainless-steel smooth cover minimum 10'-0" long on the tank fill side (tanker off -loading side). Intent is to protect fill hoses that are routed from tanker truck to retardant tank/transfer pump.
 - Retardant off-loading pad shall be provided next to containment area to capture retardant transfer spills. Off-loading pad shall be sloped to a single shallow sump to allow for use of a pump to drain any spills. Off-loading pad shall not have any drains.
- Evaporation Pond:
 - Review State environmental protection regulatory agency groundwater protection regulations to determine if they impact the design of the evaporation pond and whether its construction or operation requires a permit.

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- Provide means of determining if lined pond is leaking, such as a monitoring manhole. Same means shall meet the State regulatory agency requirements.
- Pond design shall have a minimum 60-mil thickness double-liner with leak detection via a manhole access that meets or exceeds State regulatory agency requirements.
- Size the evaporation pond to retain storm water runoff from the SEAT base loading pits for the months the SEAT base is in operation. Runoff to include wash water generated from cleaning aircraft and washing down the ramp. The design will provide for piping and valves that allow the evaporation pond to be bypassed when it is not in operation (see 3-way valve requirement under Trench Drain section above). The off-season runoff shall be directed to the airport's existing storm drainage system. The design is to assume the SEAT Base is operational May through September.
- Evaporation pond to be provided with a coarse bubble aeration system to enhance evaporation rates and prevent oil sheen from forming. Design shall include air compressor with pressure relief safety valve.
- Evaporation pond shall be protected by a 6'-0" tall perimeter chain link fence and below grade barriers to prevent rodent entry. Area within fence shall provide adequate walking and working clearances for servicing the aeration equipment, taking samples, and extracting the pond contents. Separate gates shall be provided for heavy maintenance or content extraction and routine access to aerator system and sampling area.
- Evaporation pond shall be located on the site as far as reasonably possible from the operations areas and in a manner to allow 3-axle extraction vehicle access for removing contents of pond.
- Provide for some means of self-extraction from pond by personnel or wildlife, such as a properly secured steps, ensure design will not puncture liner.
- Evaporation pond and its security fence shall be located sufficiently away from the loading and parking area as not to interfere with aircraft clearances.
- Evaporation pond fence shall be grounded in accordance with FAA requirements.
- Utilities (serving the two loading pit areas):
 - Mixed retardant lines with isolation valves in a covered trench configuration from pumping system to the aircraft loading pit. Isolation valve located in retardant line to separate loading pits. Provide riser with isolation valve at each loading pit with 3" quick connect hose connection. Water hammer arrestor required.
 - Mixed retardant piping shall be carbon steel with grooved connections.
 - Pressurized water line with water hammer arrestors for use in wash down operations provided in the covered trench configuration serving 1-1/2" hose reels. Provide riser with isolation valve at each loading pit with 3" quick connect hose connection and reducer fitting for 3" to 1 1/2" with quick connect fittings on each end.
 - Water piping shall be galvanized steel, Schedule 40, with threaded ends.

Initials: _____
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- Typical Site Operations Utilities (to include, but not be limited to):
 - Electrical power in three phase, if available, single phase if not.
 - Provide electrical power to numerous disconnects throughout the containment area for the retardant contractor to connect their equipment. Disconnects shall be above the potential containment area high water mark.
 - Provide minimum of (4) 110V convenience service outlets both inside and outside the containment area.
 - Provide an electrical generator back-up system capable of powering the Aviation Center Building office space, primarily limited to lighting, HVAC, computers, radio, and communications equipment within the Operations area.
 - Provide space and access for two (2) mobile office/RV electrical hook-ups with an anticipated 100-amp(max) capacity per each service connection. Hook-ups to be full-service, including potable water and sewer connections.
 - Water supply to the retardant operations area with appropriate backflow assembly that can be drained and removed.
 - Water supply booster pump system to provide adequate pressure and flow for wash-down operations. Design engineer shall verify based upon available water pressure and flow.
 - Water lines from the airport's water system to the water storage tanks that allow the tanks to be filled from the top via an air gap between the downturned end of the water line and the flood level of the tank with the air gap equal to twice the diameter of the water line. The vertical section of piping running parallel to the water storage tank for the top fill to be properly supported and have valves located to allow personnel to easily turn the water on and off. Minimum size shall be 1 ½", design engineer shall verify size based on available water pressure and flow.
 - Design of water system such that it facilitates winterization of the site piping using compressed air, drains, and by removal of backflow devices.
 - Lighting adequate to facilitate nighttime security with conduit for future camera.

D. Design of Aviation Center Operations Building Utilizing BLM Concept Floor Plan

The proposed Aviation Center Operations Building (approximately 7,500 sq. ft.) shall be designed for all required operations elements of an Air Center including, but not limited to, office areas, showers and restrooms, mechanical rooms, training room, quiet room, break room, fitness area, vehicle bays, and storage areas. The Lessor shall produce construction documents and an opinion of probable cost relating to the design work as required by the tasks identified within this document (including attachments) and as required to comply with applicable regulations, codes, and standards. The following requirements serve to identify specific items required by the government, but shall be considered supplementary to regulations, codes and standards. All work shall be accomplished and produced in accordance with laws, codes, standards, and customer requirements. Aviation bases are located upon leased property and thus subject to all local jurisdiction requirements. Design shall be

Initials: _____
LESSOR GOV

in compliance with all federal, state and local authorities to include, but not be limited to, Federal Aviation Administration and Environmental requirements. The Lessor may incorporate the following assumptions and direction when performing the design activity under this Design Element:

- All restrooms and showers will be unisex. Lessor to confirm codes.
- Durable exterior materials (Brick, rock, Fiber Cement-Board, Steel, etc.).
- Accessible mezzanine above shop/lockers/cache storage with a minimum floor load rating of 125 lbs/sqff.
- Security cameras.
- Separate IT closet.
- Door Access system fit out at all perimeter doors for future installation of card access system.
- Radiant tube heaters shall be utilized in Engine Bays.
- Fire alarm system.
- General exhaust for Engine Bays per IMC for parking engines only, maintenance work will not be performed on engines in the bays.
- Outside air intakes shall be located away from the ramp side and away from any vehicle drive aisles.
- Facility design shall include sustainable building requirements to meet Guiding Principles for Sustainable Buildings, December 2020, items to be included, but not limited to, are:
 - Prioritization of passive design solutions over active ones.
 - Site EUI target of 50 kbtu/sf/yr or less (ensure the Guiding Principles for Sustainable Buildings, December 2020, are met). Show designed EUI versus code.
 - LED lighting and controls throughout
 - EPA WaterSense plumbing and fixtures (when applicable)
 - Design emphasis on use of natural light (daylighting), including basic systems and controls (no advanced modeling required).
 - High-Performance Building Envelope to include continuous insulation (including foundation), optimally high R-values in floor, roof and walls, and appropriately sized glazing with high thermal resistance values.
 - Architecturally integrated exterior shading of glazing to reduce or eliminate unwanted passive solar heat gain.
 - HVAC shall utilize Variable Refrigerant Flow (VRF) systems where practical to provide zonal temperature control. System shall also utilize an Energy Recovery Ventilator (ERV).
 - HVAC control system shall utilize Johnson Controls Metasys, including graphics, networked to the central BLM server.
 - Domestic hot water shall be provided through an electric heat pump water heater system.

Initials: _____
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- Energy recovery ventilator incorporated to recover heat from exhaust air.

E. Facility R56 Grounding Design and Compliance

The Lessor shall include, in the design drawings and specifications, work necessary to meet Motorola R56 Standards and Guidelines (2005) for sites containing communication equipment. The Lessor may incorporate the following assumptions and direction when performing the design activity under this Design Element:

- External grounding shall include facility ground ring design terminating at the external ground bus bar and ensuring all bonding connections are identified as indicated by R56 standards.
- Internal grounding shall include radio room internal ground ring (halo) design, including, but not limited to master ground bus bar, sub-system ground bus bar(s) for radio equipment racks, security system components, and electrical surge protection equipment. Grounding of metallic objects within the radio room will be the responsibility of the Government upon construction completion and after occupancy.

C.2.0 Government Identified Elements:

- Current generation SEAT aircraft have a tail dragger configuration typical of an AT-802 aircraft with wingspan of 59.25 ft., overall length of 35.7 ft., front to back tire distance of 23.8ft and a total weight of 16,000 lbs. Payload just under 900 gallons.
- Next generation SEAT aircraft are anticipated to weigh in excess of 20,000 lbs, have a 20% greater payload, and have a 10% greater wingspan.
- Current Helitack is A-Star AS 350 B3.
- Future Helitack is BELL 205
- This airtanker base is a Full-Service Retardant Base which means the Retardant Contractor may own all or some of the tanks and pumping equipment and provide onsite labor and management to mix and load retardant into airtankers. The Government pays for the mixed retardant loading on the airtanker as measured through a flow meter.) To be verified for each tanker base.
- The airtanker base is located on leased property, however the Government owns the real property assets such as buildings, tank farm, secondary containment area, evaporation pond, drains, wash-down system, flow meters, retardant distribution piping downstream of the meter, etc.

C.3.0 Lessor-Furnished Items

The Lessor shall furnish qualified, experienced staff, all materials, supplies, and equipment necessary to perform the work specified in this task order.

C.4.0 Government Furnished Items (GFI):

- Attachment-1: Aviation Base Concept

Initials: _____
LESSOR GOV

- Attachment-2: Environmental Containment Infrastructure for SEAT/LAT Operations
- Attachment-3: Sample Aviation Operations Building Floor Plan
- Attachment-4: Motorola R65 Standards and Guidelines for Communication Sites (https://www.blm.gov/sites/blm.gov/files/Lands_ROW_Motorola_R56_2005_manual.pdf)
- Attachment-5: BLM Codes and Standards_2021-6-14

The Lessor shall employ such records for informational purposes only and as such the Lessor shall perform the necessary due diligence to ensure that the design is compliant with all applicable environmental and building codes and standards.

The Lessor is responsible for collecting and verifying any topographic, geological, or site information.

The Lessor shall promptly notify the Government of additional information items required so as to not delay the progress of the work.

C.5.0 Specific Tasks

The Lessor shall prepare drawings, specifications, and cost estimate to construct the selected Key Elements identified under Section C.1.3.

- A. Design charrette shall address mutually agreed upon aviation SEAT base site development and layout requirements.
- B. The design shall include a complete set of construction contract documents necessary for the BLM to place a competitive contract out for bid.
- C. The design shall address all items, including but not limited to those identified in Section C.1.3 and Section C.3.0 and all other items necessary for the completed project to function as intended in the prospectus.
- D. Final design shall be stamped and signed by a licensed architect/engineer (as applicable) in the State of Oregon.
- E. Designs shall comply with all applicable standards and codes current at the time of design.
- F. Coordinate and assure design conformance with State/County requirements.

The Lessor shall complete the Tasks 1-5 as listed below.

C.5.1 Task 1: Design Charrette

- A. Kick Off Meeting and On-site investigation.
- B. Charrette Development and Agenda
- C. Charrette Execution/Summary with submittal of written evaluation/summary forms.

C.5.2 Task 2: Schematic Design

- A. Prepare plans.
- B. Provide estimate of construction cost (Class C) and overall project construction schedule.

Initials: _____
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- C. Present plans to COR (TEAMS/teleconference).
- D. Prepare and submit written response to COR review comments.

C.5.3 Task 3: Design Development

- A. Prepare complete plans and specifications.
- B. Update the estimate of construction cost (Class B) and overall project construction schedule.
- C. Present plans and specification documents to COR (face-to-face).
- D. Prepare and submit written response to COR review comments.

C.5.4 Task 4: Construction Documents

- A. Prepare complete plans and specifications.
- B. Update estimate of construction cost (Class A) and overall project construction schedule.
- C. Present plans and specification documents to COR (face-to-face).
- D. Prepare and submit written response to COR review comments.

C.5.5 Task 5: Final Production Document Activities (100% Complete)

- A. Prepare a complete set of construction contract documents necessary for the BLM to place a competitive contract out for bid.
- B. Provide a final set of design documents stamped and signed by a licensed engineer in the State of Oregon.
- C. Present final design to COR (TEAMS/teleconference).
- D. Prepare and submit written response to COR review comments.

C.5.6 Task Submittals

- The submittals shall include all backup material previously submitted and revised as necessary.
- The submittals shall contain all explanatory material giving the design rationale for any design decisions, which would not be obvious to an engineer reviewing the Final Drawings and Specifications.
- All documents shall be in final form, stamped and signed, with all comments from previous reviews incorporated.

C.5.7 Review and Concurrence

The review of submittals is to ensure that the documents have been developed in accordance with the applicable requirements and Lessor has incorporated review comments into the next submittal.

- Allow 15 calendar days for government review.
- The Government will review the Lessor's submittals for conformance with the terms of this Statement of Work.

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- If the submittals do not conform to the terms of the contract, the Lessor will be advised of deficiencies in writing.
- If submittals need revisions, these revisions can be accomplished and submitted with the next submittal phase unless it is the final submittal.
- Lessor shall provide written response to Government's comments.

Section D – Packaging and Marking

{No Additional Information Available. Please Refer to Base Award}

Section E – Inspections and Acceptance

E.1.0 Place of Performance

Except as listed under Section E.2.0 below, there are no stipulations of where the planning and design work may be performed under this contract.

E.2.0 Travel, Meetings and Presentations

This task order shall include the applicable requirements as detailed in the Lease Amendment with the following additions, deletions and/or clarifications:

- The Lessor shall travel to the Ontario Municipal Airport for one working day for Kick Off meeting after amendment issuance to perform field investigation for Design Charrette and Schematic Design work.
- The Lessor shall schedule a TEAMS/teleconference meeting for the presentation of the Design Charrette Summary Findings and Schematic Design submittal stage.
- The Lessor shall make a face-to-face meeting at the Ontario Municipal Airport/City Hall for the presentation of Design Development and Construction Document stages, each of which is to require three to five people for one full working day.
- The Lessor shall schedule a TEAMS/teleconference call presentation for 100% complete design, which is to require three to five people for one full working day.

E.3.0 Time for Completion, Review & Approval, and Payment

Time for Completion, Review & Approval, and Payment will be made in accordance with the following schedule:

ACTION	Days from NTP (not later than)	REVIEW & APPROVAL	PAYMENT AMOUNT
A. Issue Lease Amendment/Notice to Proceed (NTP)	0		N/A

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B. Submission of all documents and materials required in section F.1.0	*	15 days	*
C. Submission of all documents and materials required in section F.1.1	*	15 days	*
D. Submission of all documents and materials required in section F.1.2	*	15 days	*
E. Submission of all documents and materials required in section F.1.3	360	15 days	*

*Lessor to propose

F.2.0 Reporting/Invoicing:

F.2.1 Oregon BLM Contacts:

Fire and Aviation Point of Contact

Tracy Skerjanec
Fire Management Officer
tskerjan@blm.gov

Project Manager

Ryan Bates
Facility Operations Supervisor
rbates@blm.gov

F.2.2 Construction Services:

The Lessor shall provide Construction Management services through a licensed Professional Engineering firm for the duration of the construction contract.

Standard construction services are to verify execution of the construction contract for the purposes of Government real property reporting and shall include:

- Conduct pre-construction meeting with the contractor and BLM representative.
- Provide BLM representative one hard copy of all construction documents.
- Review material submittals and shop drawings, provide BLM representative electronic copies of all approved submittals and shop drawings.
- Generate daily and weekly construction reports, provide BLM representative electronic copies of reports on a weekly basis.
- Provide BLM representative electronic copies of contractor construction schedule, including any updates.
- Review contractor submitted invoices for accuracy, submit to BLM representative for review and confirmation.
- Facilitate coordination between contractor, utility companies, and BLM representative for establishment of utility accounts.

Initials: _____
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- Coordinate and conduct final inspection with contractor and BLM representative.
- Generate final construction report, provide BLM representative electronic copy of final construction report.
- Provide BLM representative electronic copies of final construction as-builts.

F.2.3 Government Involvement:

The BLM representative will perform periodic inspections during the construction process as coordinated with the Lessor and the Lessor's construction services firm. The periodic inspections may include, but not be limited to, the BLM representative, BLM assigned project manager, and BLM Oregon State Engineer.

F.2.4 Legal Survey:

The Lessor shall provide a Legal Survey with a drawing performed by a licensed PE that provides a legal description of the total leased area boundary. The Legal Survey shall place P-K nails at each of the corners of the lease boundary. The drawing shall include the GPS coordinates of the center of the Evaporation Pond, the center of the Containment Area, and the center of the Hardstand Improvements. The drawing shall show all the Site Improvements noted as well as the trench drain, shelter, and access road.

F.2.5 Property Reporting:

The Lessor shall generate and provide a report to the Government for BLM Real Property Improvements that captures all costs associated with the construction within the leased boundary, as well as the cache shed. The Report shall categorize the Real Property Improvement Costs into three groups:

1. Ontario Air Center – building and appurtenances
2. Hardstand and flatwork – loading pads, retardant ramp, secondary containment area, helipads, ramp area, etc.
3. Wastewater collection system – evaporation pond, leak detection safety/security fence and gates, aeration system and appurtenances, stormwater piping, 3-way valve, etc.
4. Water/Retardant distribution system – Retardant distribution piping and appurtenances, water distribution piping and appurtenances, power for pumps, water booster pump, hose reels, yard hydrants, utility trench (trench drain) and grates, shed, shade shelter, and all other real property improvement costs within leased boundary.

F.2.6 Invoicing Instructions:

Lessor shall invoice the BLM after each design task submittal identified in Section C.5.1 through C.5.5 is complete. Each invoice shall be provided with a schedule of values that identifies percentage complete of the design package. Invoices shall be submitted to the BLM identified Project Manager for review and acceptance. After BLM acceptance of each deliverable invoice, the BLM Project Manager will forward the approved invoice to Barbra Burns-Fink, Lease Contracting Officer, for payment through a bilateral signed

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Lease Amendment.

Construction and construction administration invoicing may be identified in a separate lease amendment.

Send electronic & hard copy design task submittals to:

- Engineer/Project Manager
- FMO/UAM
- BLM Oregon State Office

F.2.7 Associated Costs:

A) Design Obligation NTE	\$ 798,770.00
B) Lessor Impact Fees:	
1. Construction Services NTE	\$ 750,000.00
2. Utility Connections NTE	\$ 272,414.12
3. Road Access NTE	\$ 205,743.16
4. Legal Survey NTE	\$ 10,000.00
(to include GPS points for real property assets)	
5. Real Property Report NTE	\$ 7,500.00
6. Environmental Site Assessment Ph. 1 NTE	\$ 3,750.00
C) Construction Estimate	\$ 4,951,822.72

Total Project Cost:

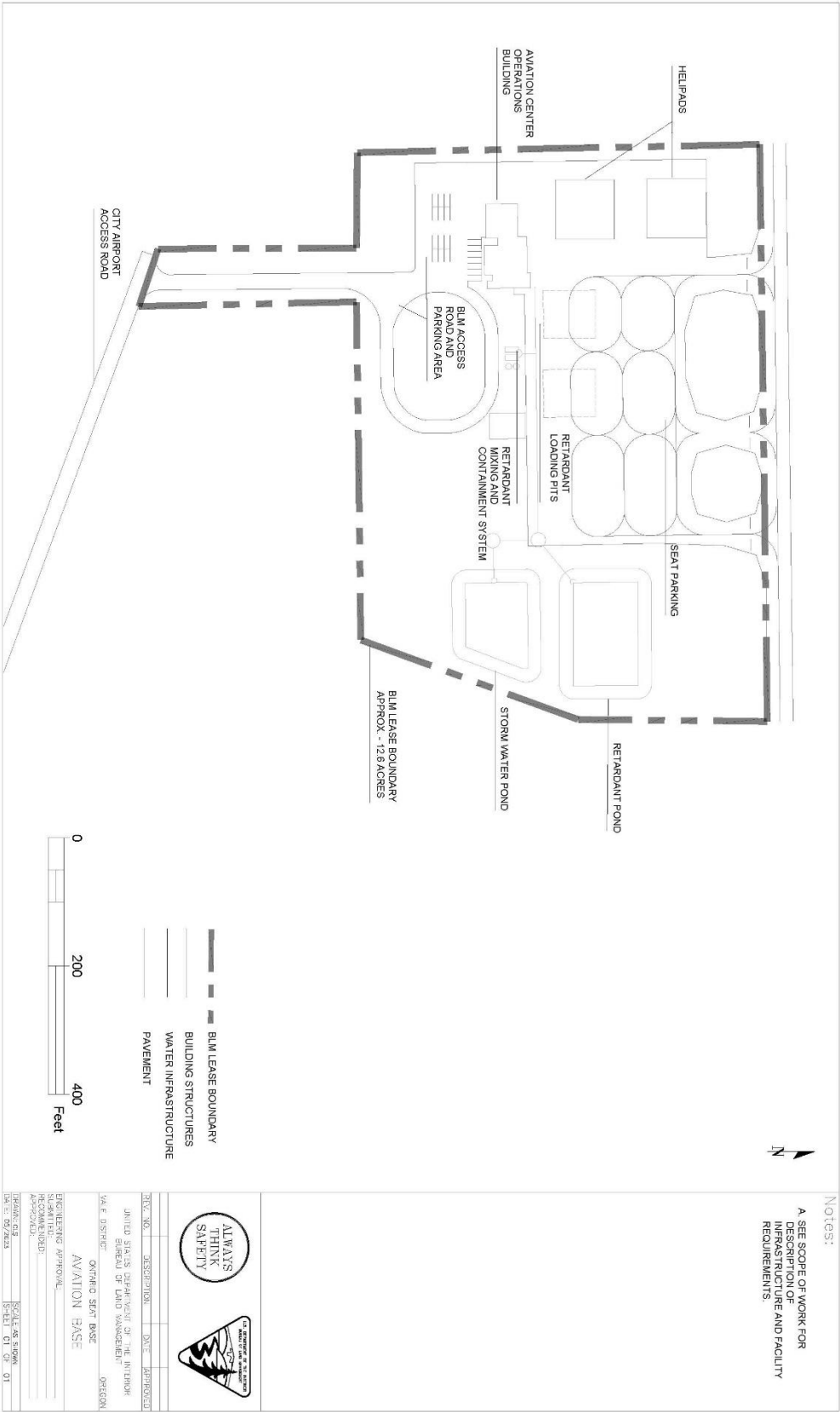
Total Design Obligation NTE	\$ 798,770.00
Total Construction and Lessor Impact Fees NTE	\$ 6,201,230.00
<u>Grand Total Project Estimate NTE</u>	<u>\$7,000,000.00</u>

F.2.8 Period of Performance for Design:

Estimated start date:	August 2023
Estimated completion date:	May 2025

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Attachment I:



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Attachment II:



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Fire and Aviation
3833 S Development Ave
Boise, Idaho 83705-5354



March 2, 2020

State Department of Environmental Quality

RE: Proposed Environmental Containment Infrastructure at SEAT/LAT Bases

This operational description is intended to provide a clear description of the infrastructure to be provided at BLM Single Engine Air Tanker (SEAT) and Large Air Tanker (LAT) Bases. The description is being submitted to assist the understanding for the eventual environmental permitting process.

The BLM operates 30 emergency fire response tanker bases across 13 western states on a seasonal basis during a typical operating period of May through September. The BLM has developed the infrastructure design that is described here through several years of research and working through environmental impacts at various tanker bases across the west served by the BLM. Tanker aircraft contracted by BLM can carry 400-13,000 gallons of fire retardant per load, depending on the size of the aircraft.

Tanker aircraft utilize liquid concentrate Perimeter Solutions LC-95A fire retardant, which is stored in concentrated liquid form in tanks at each site. Before loaded on an aircraft the retardant is diluted to a 5.5:1 water to retardant ratio. The chemicals to note in this material are nitrogen and two RCRA heavy metals, all of which are below the hazardous materials thresholds in the diluted form uses for fire suppression. (NOTE: there is no trace of PFAS chemical in this fire-retardant source).

The tanker bases are designed for construction with a "closed system." This is achieved using an evaporation pond to capture ALL stormwater, wash water, and any accidental release of retardant at the loading pits. Drainage is directed to the evaporation pond through a trench drain. The liquid concentrate retardant tank, mix tank (diluted retardant), and all transfer pumps are located in a secondary containment area sized to hold 110% of the largest tank volume plus an appropriate rain event. The design also includes a retardant transfer pad to capture spills during retardant deliveries. The secondary containment area and the transfer pad do not have drains or piping penetrating them, hence, all precautions for prevention of any environmental release have been accounted for in the tanker base design. See General SEAT/Tanker Base Layout at the end of this document.

The evaporation pond will be sized to meet the demands of the operations, which typically occur from May through September. A three-way diversion valve is used to direct flow to the evaporation pond while the base is operating and to the host airports storm drainage system when the base is not operating. As outlined in the BLM's tanker base Standard Operating Procedures (SOP) only specific

Initials: _____
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personnel have authority to control the valve. All BLM tanker bases follow Best Management Practices (BMP) and have Stormwater Pollution Prevention Plans (SWPPP). All BLM bases are inspected on a regular cycle for preparedness and environmental compliance through the Compliance Assessment for Safety Health and Environment (CAHSE) inspection program and per Fire Leadership Policy.

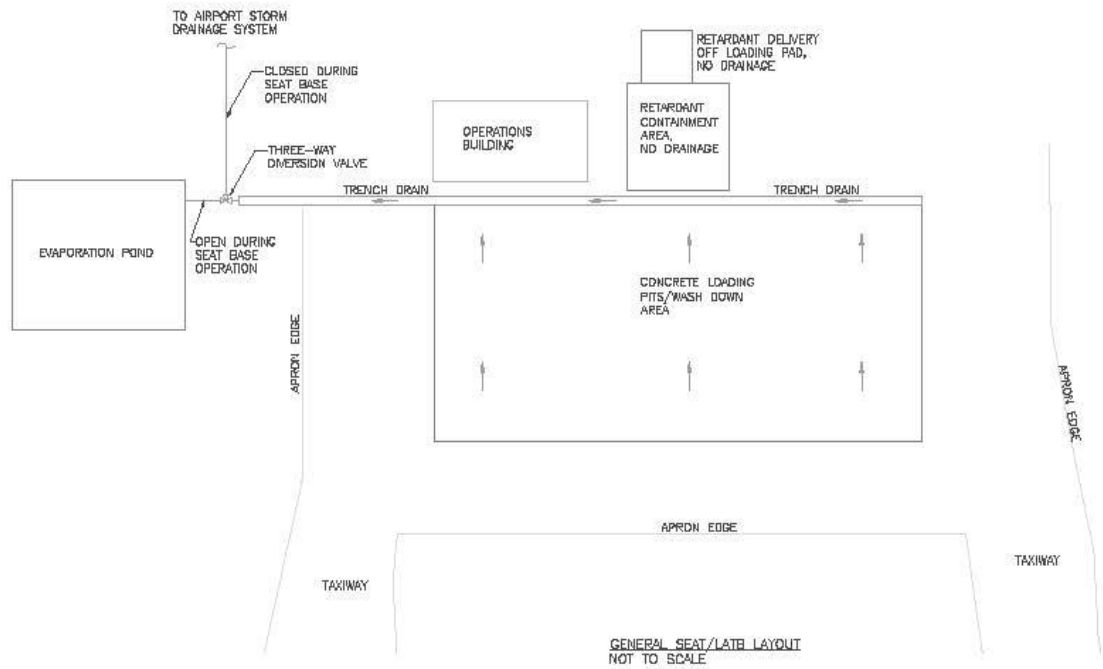
At the end of the fire season, the BMP in the SOP required by our Fire Leadership, is a complete wash down of the loading pit area and trench drain with a pressure washer. This washdown will drain to the evaporation pond. In addition, personnel will secure all tanks within the secondary containment area, secure miscellaneous chemicals (such as WD-40, general lubricants) and small fuel cans in a flammable storage cabinet. After shut down procedures are complete, appropriate BLM personnel will operate the three-way diversion valve to direct flow to the host airport's storm drainage system, as would be permissible under the host airport's Stormwater Permit.

BLM's SWPPP will be provided to the host airport for inclusion under their permit and within their Stormwater Pollution Prevention Plan. BLM will have a Memorandum of Understanding (MOU) in place with the host airport leadership that regular communication would occur around site inspections, sampling and visual inspections to ensure no impact from the BLM operating area occurs.

Any questions regarding this information or for further discussion, please contact Shelby Stuart, PE, Fire and Aviation Facilities Engineer, at 208-387-5539 or sstuart@blm.gov.

See Typical Tanker Base Layout on next page.

Initials: _____
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'PUBLIC' SIDE — **i** — AOA SIDE



Building Area Legend

NET SFT CIRCULATION AND PARTITION SPACE DEDICATED

	CIRCULATION TARE
	COMMON
	GARAGE
	HEALTH / FITNESS
	MECH/ELECT/TARE
	OPERATIONS

PROGRAM SPACES- ONTARIO AVIATION DISPATCH				
Department	Number	Aviation	Area	
ONTARIO	COMMON	BREAK ROOM	161 SF	
ONTARIO	COMMON	MULTI Purv. Rest/ Rm	99.5 SF	
ONTARIO	GAAROE		263 SF	
ONTARIO	GAAROE	CACHE STOR	198 SF	
ONTARIO	GAAROE	LOCKERS	101 SF	
ONTARIO	GAAROE	SHOP	141 SF	
ONTARIO	GAAROE	VEHICLE BAYS	1823 SF	
ONTARIO	GAAROE	WASH	28 SF	
ONTARIO	HEALTH/FITNESS	FITNESS	330 SF	
ONTARIO	HEALTH/FITNESS	LOCKERS	Not Placed	
ONTARIO	HEALTH/FITNESS	LOCKER	10 SF	
ONTARIO	HEALTH/FITNESS	ABR Rm	80 SF	
ONTARIO	HEALTH/FITNESS	ABR Rm	80 SF	
ONTARIO	HEALTH/FITNESS	ABR SHWR	70 SF	
ONTARIO	HEALTH/FITNESS	CACHE	61 SF	
ONTARIO	HEALTH/FITNESS	COMM/ SERVERS	99 SF	
ONTARIO	HEALTH/FITNESS	JAN	30 SF	
ONTARIO	HEALTH/FITNESS	MCHT ELEC	170 SF	
ONTARIO	HEALTH/FITNESS	RECH	48 SF	
ONTARIO	HEALTH/FITNESS	R2	48 SF	
ONTARIO	HEALTH/FITNESS	R3	48 SF	
ONTARIO	MECHANICAL/ELEC	SHWR	55 SF	
ONTARIO	MECHANICAL/ELEC	MECH	96 SF	
ONTARIO	MECHANICAL/ELEC	MECH	123 SF	
ONTARIO	OPERATIONS	BASE PILOT	101 SF	
ONTARIO	OPERATIONS	BASE MGR	101 SF	
ONTARIO	OPERATIONS	CONF/ SMALL	159 SF	
ONTARIO	OPERATIONS	HEALTH	129 SF	
ONTARIO	OPERATIONS	HEALTH/OFFICE	165 SF	
ONTARIO	OPERATIONS	HEALTH	335 SF	
ONTARIO	OPERATIONS	GROUP MGR	120 SF	
Grand Total	30		920 SF	



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**U.S. GOVERNMENT LEASE
FOR REAL PROPERTY (Short Form)**

REQUIREMENTS

- A. The Government of the United States of America is seeking to lease **13 Acres of land** for construction and operation of a SEAT base and future occupancy.

OFFER

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on **August 15, 2023**.
- C. Name and Address of Owner: **City of Ontario**
444 S.W. 4th Street
Ontario, OR 97914
Telephone: (541) 881-3264
- D. Owner is: ☐ A Corporation ☒ A Municipality
- E. Current status of System for Award Management registration for offeror is: ☐ Registration is current ☐ Registration is expired ☐ Registration is in process.
- F. Owner is ☐ a small business ☐ a small, disadvantaged business ☐ a women-owned small business (*"Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipt of \$110 million or less for the preceding three fiscal years.*).
- G. Name and Title of Person Authorized to sign Offer ☐ Owner ☒ Authorized Representative

Name: _____ Date _____

AWARD

- H. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- I. Acceptance of offer and award: This lease contract consists of **36** pages, including the following attachments which are incorporated and made a part hereof:
GSA Form 3517 - General Clauses – 7 Pages
- J. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

United States of America:

Barbra Burns-Fink
Leasing Contracting Officer

Date

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

LESSOR: _____ GOVERNMENT: _____

(3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or

LESSOR:_____ GOVERNMENT:_____

3. A lump sum equitable adjustment.

- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

LESSOR: _____ GOVERNMENT: _____

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

LESSOR: _____ GOVERNMENT: _____

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

10. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (NOV 2020) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD

LESSOR: _____ GOVERNMENT: _____

	MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 45-21-049
J-U-B Project Manager: J. Hurst

This Agreement entered into and effective this _____ day of July, 2023, between CITY OF ONTARIO, OREGON, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Design BLM SEAT Base at the Ontario Municipal Airport hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Andy Wood, Ontario Airport Manager</u>	Work telephone	<u>541-709-7651</u>
	Address	<u>581 SW 33rd Street</u>	Home/cell phone	<u></u>
		<u>Ontario, OR 97914</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>andy.wood@ontariooregon.org</u>

For J-U-B:

1.	Name	<u>Toby J. Epler, P.E., ASG Manager</u>	Work telephone	<u>208-376-7330</u>
	Address	<u>2760 W. Excursion Lane</u>	Cell phone	<u>208-866-4968</u>
		<u>Suite 400</u>	FAX telephone	<u></u>
		<u>Meridian, Idaho 83642</u>	E-mail address	<u>tepler@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Ontario, Oregon

NAME
444 SW 4th Street

STREET
Ontario, Oregon 97914

CITY / STATE / ZIP CODE

BY (Signature)
Dan Cummings, City Manager

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
2760 W. Excursion Lane, Suite 400

STREET
Meridian, Idaho 83642

CITY / STATE / ZIP CODE

BY (Signature)
Toby J. Epler, Aviation Services Group Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

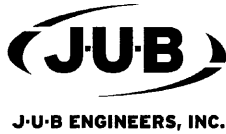
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Ontario Municipal Airport SEAT Base
AIRPORT NAME: Ontario Municipal Airport, Ontario, Oregon
CLIENT: City of Ontario, Oregon
A.I.P. NUMBER: N/A
J-U-B PROJECT NUMBER: 45-21-049
CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of seven hundred ninety-eight thousand seven hundred seventy dollars and zero cents (\$798,770.00).

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Estimated Start Date: July 2023
Estimated Completion Date: August 2024

In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

Exhibit(s):
• Attachment 1A - Detailed Scope of Work

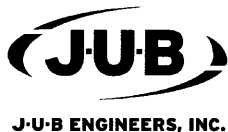
For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho
TYPE OF WORK: Federal
R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A.** Airport (A05)
- B.** Choose an item.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Ontario Municipal Airport SEAT Base

AIRPORT NAME: Ontario Municipal Airport

CLIENT: City of Ontario, OR

A.I.P. NUMBER: N/A

J-U-B PROJECT NUMBER: 45-20-049

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

☒ **AGREEMENT DATED:** _____; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #__;** DATED:

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

Design Engineering Services meeting the requirements described below:

SEAT Base Requirements:

Description of Work:

BLM has budgeted a maximum total amount of \$7,000,000 to include design, construction, construction administration, permits, airport impact fees, and contingency.

Work effort includes developing complete construction contract documents for the comprehensive design of a BLM Aviation Base to be located on an undisturbed site at the Ontario Municipal Airport, including specifications, drawings, and cost estimate. The proposed Aviation Base design shall include infrastructure and operation center facilities for Helitack, Air Attack, and a Category-1 SEAT Base. These Aviation Base components are intended to support the following operations:

- Helitack Module with Type 3 Helicopter consists of 11 firefighters, 2 chase vehicles (2 - heavy duty pickup trucks), 3 contractors, 1 type 3 helicopter (example AS 350 B3) and 1 chase vehicle (heavy duty pickup with 900-gallon Jet A tank). Plan for a minimum of 14 personnel for this program element.
- Air Attack module consists of 1 firefighter, 1 contractor, 1 trainee firefighter and an Air Attack Platform (example Aero Commander AC690). AC690 specifications: wingspan 53 feet, length 43 feet cruise 308 knots, and fuel Jet A. Plan for 3 personnel for this program element.
- Category 1 SEAT Base is any base with a full-service retardant contract. These contracts are designated for Air Bases with the highest retardant use rates. The full-service contract comes with roughly 2 to 4- 8000-gallon tanks, mixing pumps, storage area, and hazmat storage.
- SEAT module for Ontario consists of 2 AT802 Single Engine Air Tankers. Each tanker comes with 2 contractors and 1 government representative. Ontario SEATs starts with 7 personnel for 2 SEATs. Plan for a minimum of 11 personnel for this program element.
- SEAT aircraft support initial and extended attack operations for wildfires as a rapid response resource. The Helitack program provides local and national initial attack by transporting people and

equipment directly to the fire lines. Air attack provides aerial supervision, reconnaissance, and fire surveillance.

An Aviation Center Operations Building (approximately 7,500 sq. ft.) shall be designed for all required operations elements of an Air Center including, but not limited to, office areas, showers and restrooms, mechanical rooms, training room, quiet room, break room, fitness area, vehicle bays, and storage areas.

Design shall include relevant industry and environmental best practices and standards for retardant loading pads with secondary containment, water supply, retardant mixing with primary and secondary containment as well as an evaporation pond(s). Design shall also include, but not be limited to utilities such as water distribution, sanitary sewer, power, communications, site drainage system, and site access security. The aircraft ramp area design shall include helipads based on future helicopters and accessory spaces for fueling and servicing, and accommodations for Air Attack aircraft with elements such as tiedowns, clearances, turning radius, approach angles, and aircraft ramp area. The following assumptions will be used when performing the design of the project:

- General Guidance:
 - Comply with ASCE-7 requirements for all elements of this project to include making generous assumptions on behalf of the tank provider and the equipment provider regarding their responsibilities for securely mounting their equipment in the containment area.
 - Provide information on the documents outlining their design assumptions in accordance with ASCE-7 and any local requirements. The information will be used by the government when securing tanks and equipment.
 - Concrete and asphalt apron design for new SEAT base location shall be per FAA Advisory Circular 150/5320-6G. The proposed design fee assumes approximately 1,800 SY of concrete for helipads and 27,000 SY of asphalt apron will be designed.
 - Design for the overall site shall include consideration of security above basic FAA minimums. Design for passive elements such as eliminating blind spots, as well as to include active elements such as security lighting and access control systems.
 - FAA and Airport compliant directional markings.
 - Relocation and/or installation of new Medium Intensity Taxiway Edge Lights (MITLs) at proposed connectors to the Runway 15/33 Parallel Taxiway. Modification to the MITL system is also anticipated to require replacement of approximately 400-feet of cabling/conduit in place with addition of concrete duct bank where the lighting circuit passes underneath proposed parallel taxiway connectors.
 - Design for area lighting at the loading pits, and ramp area as required. Goal of lighting design will be to meet Illuminating Engineering Society of North America (IESNA) recommended lighting levels for airport ramp/apron. However; lighting will be assumed to be limited to pole mounted lights situated along the east edge of the proposed apron, which may not result in IESNA recommended lighting levels for the entire apron area.
 - Adequate fire suppression hydrants for typical aircraft ramp operations.
 - Accommodate current generation SEAT aircraft and future generation SEAT aircraft descriptions of which are provided in Section C.3.0 below.
 - Design for aircraft tie-down points at loading pits as well as other aircraft parking areas.
 - Site design shall include a tanker off-loading pad located adjacent to the retardant tank containment area that slopes to a shallow sump. Intent is to capture incidental spills from transferring retardant from delivery tanker truck.
 - Site design shall include a space adjacent to the secondary containment area for two 5,000-gallon horizontal water tanks with appropriate fill connections from water utility. Anticipated size of the water tanks is 10'-6" diameter x 10'-0" long. Tanks, hoses, and piping over secondary containment wall to be provided by the retardant contractor. Intention is to minimize size of secondary containment for the retardant, water tanks shall not be located inside the secondary containment area.

- Site design shall include 20'x20' shade structure located so that operational line of site is not impaired. Provide minimum of two duplex power outlets at structure.
- Retardant Loading Pit:
 - Design for a dual loading pit pad which incorporates retardant loading and wash down area for minimum of two SEAT aircraft.
 - Dual loading pit design shall be configured with appropriate clearance to allow each SEAT aircraft to be safely loaded with retardant or washed while the other aircraft is incoming or departing. Clearances/setbacks and pavement geometry will be designed based on the most demanding aircraft intended to use the loading pits.
 - Pit pad thickness shall be a minimum 7 ½" thick concrete to accommodate transient Forest Service tanker aircraft; actual thickness shall be as designed by the Engineer.
- Trench Drain (serving retardant loading pit):
 - Loading pits shall be served by minimum 12" wide trench drain to capture retardant spills and wash water. The trench shall have removable grates to ease the end of season cleaning. FAA requirements on grate load ratings should be discussed with government.
 - The drain trench shall be connected to the lined evaporation pond as well as the airport storm drainage system served by a position indicating 3-way lockable diversion valve. One action by valve shall direct water to either the evaporation pond, or to the airports storm drainage system.
 - Trench drain shall also be sized sufficiently to allow for routing the mixed retardant distribution line and the pressurized wash down water supply line.
 - Locate the 3-way diversion valve receiving drainage from the trench drain and serving either the evaporation pond or the airports storm drainage system as close to the trench drain as possible. Intent is to minimize shared piping that requires cleanout at the end of the season. It shall also be located to offer easy 10ft visible evidence of its position and not be in the way of operational functions.
- Retardant Mixing and Containment Area:
 - Design a secondary containment area of concrete for capture of contents of the largest tank volume, plus 10% of its volume, the equipment volume, and local rainfall as required by authority having jurisdiction.
 - Containment construction shall be similar to a fuel yard containment area, retardant shall not be allowed to seep outside the containment area. No drain connection and no piping penetrations.
 - Containment floor area shall be sized for a single 12,000 gallon horizontal retardant tank, a single 3,500 gallon vertical off-load tank, two portable retardant transfer pumps, transfer hoses, two mass flow meters and adequate working area to service the equipment. Design per ASCE-7 with understanding that tanks may be installed on supports with as few as six contact points to containment pad. Area shall accommodate various configurations of tank manufacture mounting supports and be capable of accepting numerous anchor points for tank and equipment tie-downs. Tanks and retardant equipment are not part of the design package. Retardant system components included in design package will be limited to retardant piping from the retardant tanks to the loading pits and bulkheads at the ends of such piping. Typical sizes for the retardant and water tanks are as follows:
 - 12,000 gallon horizontal tank size is approx. 11'-0" dia. x 17'-0" long
 - 3,500 gallon vertical off-load tank is approx. 9'-0" dia. x 7'-0" high.
 - Containment area shall be sloped to a single shallow sump located away from working/walking areas. Shallow sump shall be configured to allow for use of a pump and to

- ensure a tripping hazard is not created. Intent is for sump pump to be used for draining the containment area. Power outlet required near sump area.
- Containment area and layout shall be graded such that no equipment, skids, walking pads, or equipment pads impounds water or otherwise inhibits the wash down cleanup of any spills.
 - Guard rails shall be installed on containment wall to direct staff to safe entry points.
 - Access to the containment area shall include at least two access points with stairs and handrails over the containment walls, ships ladders/stairs are not allowed.
 - Provide utility sink with cold water and short drainpipe, sink shall drain to a bucket. Intent of this sink is for retardant testing, no washing allowed.
 - Provide chamfered edges on concrete walls and a stainless-steel smooth cover minimum 10'-0" long on the tank fill side (tanker off-loading side). Intent is to protect fill hoses that are routed from tanker truck to retardant tank/transfer pump.
 - Retardant off-loading pad shall be provided next to containment area to capture retardant transfer spills. Off-loading pad shall be sloped to a single shallow sump to allow for use of a pump to drain any spills. Off-loading pad shall not have any drains.
- Evaporation Pond:
 - Review State environmental protection regulatory agency groundwater protection regulations to determine if they impact the design of the evaporation pond and whether its construction or operation requires a permit.
 - Provide means of determining if lined pond is leaking, such as a monitoring manhole. Same means shall meet the State regulatory agency requirements.
 - Pond design shall have a minimum 60-mil thickness double-liner with leak detection via a manhole access that meets or exceeds State regulatory agency requirements.
 - Size the evaporation pond to retain storm water runoff from the SEAT base loading pits for the months the SEAT base is in operation. Runoff to include wash water generated from cleaning aircraft and washing down the ramp. The design will provide for piping and valves that allow the evaporation pond to be bypassed when it is not in operation (see 3-way valve requirement under Trench Drain section above). The off-season runoff shall be directed to the airport's existing storm drainage system. The design is to assume the SEAT Base is operational May through September.
 - Evaporation pond to be provided with a coarse bubble aeration system to enhance evaporation rates and prevent oil sheen from forming. Design shall include air compressor with pressure relief safety valve.
 - Evaporation pond shall be protected by a 6'-0" tall perimeter chain link fence and below grade barriers to prevent rodent entry. Area within fence shall provide adequate walking and working clearances for servicing the aeration equipment, taking samples, and extracting the pond contents. Separate gates shall be provided for heavy maintenance or content extraction and routine access to aerator system and sampling area.
 - Evaporation pond shall be located on the site as far as reasonably possible from the operations areas and in a manner to allow 3-axle extraction vehicle access for removing contents of pond.
 - Provide for some means of self-extraction from pond by personnel, such as a properly secured steps or ladders, ensure design will not puncture liner.
 - Evaporation pond and its security fence shall be located sufficiently away from the loading and parking area as not to interfere with aircraft clearances.
 - Evaporation pond fence shall be grounded in accordance with FAA requirements.
 - Provide means of adding wildlife deterrent measures to the evaporation pond, such as supports for attaching wire grids or netting.

- Utilities (serving the two loading pit areas):
 - Mixed retardant lines with isolation valves in a covered trench configuration from pumping system to the aircraft loading pit. Isolation valve located in retardant line to separate loading pits. Provide riser with isolation valve at each loading pit with 3" quick connect hose connection. Water hammer arrestor required.
 - Mixed retardant piping shall be carbon steel with grooved connections.
 - Pressurized water line with water hammer arrestors for use in wash down operations provided in the covered trench configuration serving 1-1/2" hose reels. Provide riser with isolation valve at each loading pit with 3" quick connect hose connection and reducer fitting for 3" to 1 1/2" with quick connect fittings on each end.
 - Water piping shall be galvanized steel, Schedule 40, with threaded ends.
- Typical Site Operations Utilities (to include, but not be limited to):
 - Electrical power in three phase, if available, single phase if not.
 - Provide electrical power to numerous disconnects throughout the containment area for the retardant contractor to connect their equipment. Disconnects shall be above the potential containment area high water mark.
 - Provide minimum of (4) 110V convenience service outlets both inside and outside the containment area.
 - Provide an electrical generator back-up system capable of powering the Aviation Center Building office space, primarily limited to lighting, HVAC, computers, radio, and communications equipment within the Operations area.
 - Provide space and access for two (2) mobile office/RV electrical hook-ups with an anticipated 100-amp(max) capacity per each service connection. Hook-ups to be full-service, including potable water and sewer connections.
 - Water supply to the retardant operations area with appropriate backflow assembly that can be drained and removed.
 - Water supply booster pump system to provide adequate pressure and flow for wash-down operations. Design engineer shall verify based upon available water pressure and flow.
 - Water lines from the airport's water system to the water storage tanks that allow the tanks to be filled from the top via an air gap between the downturned end of the water line and the flood level of the tank with the air gap equal to twice the diameter of the water line. The vertical section of piping running parallel to the water storage tank for the top fill to be properly supported and have valves located to allow personnel to easily turn the water on and off. Minimum size shall be 1 1/2", design engineer shall verify size based on available water pressure and flow.
 - Design of water system such that it facilitates winterization of the site piping through the use of compressed air, drains, and by removal of backflow devices.
 - Lighting adequate to facilitate nighttime security with conduit for future camera.
- Aviation Center Operations Building
 - All restrooms and showers will be unisex.
 - Durable exterior materials (Brick, rock, Fiber Cement-Board, Steel, etc.),
 - Security cameras.
 - Separate IT closet.
 - Door Access system fit out at all perimeter doors for future installation of card access system
 - Radiant tube heaters shall be utilized in Engine Bays
 - Fire alarm system

- General exhaust for Engine Bays per IMC for parking engines only, maintenance work will not be performed on engines in the bays
- Outside air intakes shall be located away from the ramp side and away from any vehicle drive aisles
- Facility design shall include sustainable building requirements to meet Guiding Principles for Sustainable Buildings, December 2020, items to be included, but not limited to, are:
 - Prioritization of passive design solutions over active ones.
 - Site EUI target of 50 kbtu/sf/yr or less (ensure the Guiding Principles for Sustainable Buildings, December 2020, are met). Show designed EUI versus code.
 - LED lighting and controls throughout
 - EPA WaterSense plumbing and fixtures (when applicable)
 - Design emphasis on use of natural light (daylighting), including basic systems and controls (no advanced modeling required).
 - High-Performance Building Envelope to include continuous insulation (including foundation), optimally high R-values in floor, roof and walls, and appropriately sized glazing with high thermal resistance values.
 - Architecturally integrated exterior shading of glazing to reduce or eliminate unwanted passive solar heat gain.
 - HVAC shall utilize Variable Refrigerant Flow (VRF) systems where practical to provide zonal temperature control. System shall also utilize an Energy Recovery Ventilator (ERV).
 - HVAC control system shall utilize Johnson Controls Metasys, including graphics, networked to the central BLM server.
 - Domestic hot water shall be provided through an electric heat pump water heater system.
 - Energy recovery ventilator incorporated to recover heat from exhaust air.
- Facility R56 Grounding Design and Compliance – The design shall include work necessary to meet Motorola R56 Standards and Guidelines (2005) for sites containing communication equipment. The following assumptions and direction may be incorporated when performing the design activity under this Design Element:
 - External grounding shall include facility ground ring design terminating at the external ground bus bar and ensuring all bonding connections are identified as indicated by R56 standards.
 - Internal grounding shall include radio room internal ground ring (halo) design, including, but not limited to master ground bus bar, sub-system ground bus bar(s) for radio equipment racks, security system components, and electrical surge protection equipment. Grounding of metallic objects within the radio room will be the responsibility of the Government upon construction completion and after occupancy.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Formulation Phase

1. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT review and approval. Discuss review comments and revise accordingly.

2. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
3. Prepare an Agreement for Professional Services for submittal and review by the CLIENT. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

B. Task 002: Scoping Meeting/Design Charrette:

1. Initiate and conduct a meeting with the Government at the Airport to discuss overall expectations, gather information from Government on Airtanker Base use, BLM security requirements, and discuss plans for the design. Complete a site visit, accompanied by government personnel. Contractor shall plan for full day for this meeting and site visit. The A/E shall provide meeting notes outlining goals and discussion. It is assumed the Project Manager, Project Engineer, and Lead Designer, and Lead Architect will attend the meeting.

C. Task 003: Pre-Design:

1. Provide to two (2) initial site plan layouts and concepts for review and comment at pre-design meeting.
2. Provide pre-design documents for Government review. Contractor shall complete Geotechnical Investigation and Site Survey prior to this submittal. Allow Government 15 calendar days for review and comment. A/E contractor shall plan for a two-hour on-site meeting at District Office, with government and appropriate design disciplines. Upon approval/acceptance of the deliverable by the BLM, the Contractor may invoice 10% of the task order fee and shall move forward with 30% Schematic Design. Include the following: Preliminary Drawings, including site plan reflecting layouts, concepts, etc, Geotechnical Investigation report, and Site Survey plan.
3. Coordinate subconsultant to obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed is the area just east of the existing Runway 15/33 Parallel Taxiway on the southern portion of Airport property. The survey area shall include an area approximately 790-ft west of existing apron and 710-ft from the north edge of parallel taxiway to centerline of existing hangar taxilane. The pavement and shoulder surfaces within this area shall be section surveyed on 50-ft stations. The infield and grass surfaces within this area shall be surveyed on a 100-ft by 100-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), utility markers, field located utility lines, edge of pavements, and lighting and electrical components. The total of all areas are approximately 70,000 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

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

4. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

For the pavement design, administer eight (8) bore logs throughout the proposed project area to a depth of 6-feet or refusal. Administer two (2) bore logs at proposed evaporation pond locations to a depth of 10-feet or refusal. The geotechnical engineer shall immediately backfill and compact all test pits. Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the frost group and Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. Ground water depth shall be recorded if encountered. Three California Bearing Ratio (CBR) tests shall be performed on one of the bore log samples at a depth of 24-inches which is the anticipated depth of subgrade.

For the building design, soil sampling and associated testing as recommended for in-situ soil situations shall be completed. The purpose of these services is to provide information and/or geotechnical engineering recommendations relative to subsurface soil conditions, earthwork, seismic considerations, groundwater conditions, foundation design and construction and floor slab design and construction. One (1) test pit will be performed on the proposed site for foundation designs.

The geotechnical engineer shall coordinate with the Engineer to determine exact core/bore log locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. The geotechnical firm will need to coordinate with the Airport Manager and the Engineer personal for closure time and date.

The geotechnical firm shall submit 3 copies of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

D. Task 004: 30% Schematic Design:

1. Coordinate with an Electrical Subconsultant for building electrical system, site electricity, and apron lighting. This line item shall include the coordination and contracting with a Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section. The Electrical Subconsultant will design the building electrical system, site electricity, and lighting including construction drawings, technical specifications, design report write-up and quantity estimates.
2. Coordinate with an Architectural Subconsultant for building layout and design. This line item shall include the coordination and contracting with a Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section. The Architectural Subconsultant will design the building layout including construction drawings, technical specifications, design report write-up and quantity estimates.
3. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6G.
4. Design stormwater drainage system and evaporation pond. Review existing storm water drainage within the project boundary including loading pits. Evaluate existing drainage patterns and systems for evaporation pond design. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards. Evaporation pond liner, aeration, and leak detection system shall be included in the design.

5. Inquire of FAA Environmental Manager to confirm that the project will require a categorically exclusion pursuant to FAA Order 1050.1F. Prepare a documented Categorical Exclusion Form. The Categorical Exclusion Form is assumed to require a completion of a biological assessment technical report and a water resource assessment. This scope assumes that the cultural survey completed for the Master Plan Update will include this project's Area of Potential Effect (APE) and therefore no additional cultural survey will be required. A Phase I Environmental Site Assessment (ESA) will be completed for the project area. No wetland delineation, Phase II ESA or additional cultural survey are included in this scope. Environmental work beyond that described herein will be considered as additional work.
6. Coordinate with subconsultant for preparation of environmental permitting documents for the collection system and evaporation pond in accordance with the State of Oregon Department of Environmental Quality.
7. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
8. Prepare schematic design plans (30% complete) for review and discussion with the CLIENT and BLM. It is anticipated that the project design will require fifty-five (55) plan sheets including:

- Sheet 1 – Cover
- Sheet 2 – Construction Layout Plan
- Sheet 3 – Operation & Safety Plan
- Sheet 4 – Safety Plan Details
- Sheet 5 – Temporary Erosion and Sediment Control Plan
- Sheet 6 – Temporary Erosion and Sediment Control Details
- Sheet 7 – Demolition Plan (1 of 2)
- Sheet 8 – Demolition Plan (2 of 2)
- Sheet 9 – Grading & Drainage Plan - Apron (1 of 5)
- Sheet 10 – Grading & Drainage Plan - Apron (2 of 5)
- Sheet 11 – Grading & Drainage Plan - Tank Pad and Containment Area (3 of 5)
- Sheet 12 – Grading & Drainage Plan - Parking Area (4 of 5)
- Sheet 13 – Grading & Drainage Plan – Evaporation Pond (5 of 5)
- Sheet 14 – Plan & Profile - Sewer Improvements (1 of 7)
- Sheet 15 – Plan & Profile - Water Service Improvements (2 of 7)
- Sheet 16 – Plan & Profile – Taxiway Connector (3 of 7)
- Sheet 17 – Plan & Profile - Taxiway Connector (4 of 7)
- Sheet 18 – Plan & Profile - Trench Drain for Loading Pit #1 (5 of 7)
- Sheet 19 – Plan & Profile - Trench Drain for Loading pit #2 (6 of 7)
- Sheet 20 – Plan & Profile – Access Road (7 of 7)
- Sheet 21 – Loading Pit #1 Plan
- Sheet 22 – Loading Pit #2 Plan
- Sheet 23 – Evaporation Pond Overall Piping Plan
- Sheet 24 – Evaporation Pond Underdrain Plan
- Sheet 25 – Evaporation Pond Leak Detection Plan
- Sheet 26 – Evaporation Pond Liner Plan
- Sheet 27 – Evaporation Pond Overflow Plan/Profile
- Sheet 28 – Building Plans (1 of 8)
- Sheet 29 – Building Plans (2 of 8)
- Sheet 30 – Building Plans (3 of 8)
- Sheet 31 – Building Plans (4 of 8)
- Sheet 32 – Building Plans (5 of 8)
- Sheet 33 – Building Plans (6 of 8)
- Sheet 34 – Building Plans (7 of 8)
- Sheet 35 – Building Plans (8 of 8)
- Sheet 36 – Building Details (1 of 4)
- Sheet 37 – Building Details (2 of 4)
- Sheet 38 – Building Details (3 of 4)
- Sheet 39 – Building Details (4 of 4)
- Sheet 40 – Electrical Plan (1 of 2)
- Sheet 41 – Electrical Plan (2 of 2)
- Sheet 42 – Electrical Details
- Sheet 43 - Marking Plan (1 of 2)
- Sheet 44 – Marking Plan (2 of 2)
- Sheet 45 – Typical Sections – Pavement (1 of 2)

Sheet 46 – Typical Sections – Evaporation Pond (2 of 2)
 Sheet 47 - Civil Details – Pavement Markings (1 of 9)
 Sheet 48 – Civil Details – Evaporation Pond Liner Penetrations (2 of 9)
 Sheet 49 - Civil Details – Evaporation Pond Line Anchoring/Venting (3 of 9)
 Sheet 50 – Civil Details – Evaporation Pond Leak Detection/Underdrain Manholes (4 of 9)
 Sheet 51 – Civil Details – Trench Drain and Stormwater Valves (5 of 9)
 Sheet 52 – Civil Details – Sewer Fittings/Connections (6 of 9)
 Sheet 53 – Civil Details – Water Service Fittings and Valves (7 of 9)
 Sheet 54 – Civil Details – Water Service Backflow Preventer Vault (8 of 9)
 Sheet 55 – Civil Details – Chain Link Fence and Gate Details (9 of 9)

9. Prepare 30% Class C construction estimate.
10. Provide electronic copy (PDF) of Schematic Design documents for Government review. Allow Government 15 calendar days for review and comment. A/E contractor shall plan for a phone conference meeting to discuss design layouts and review comments. Upon approval/acceptance of the deliverable by the BLM, Contractor may invoice 30% of the design fee and shall move forward with 65% Design Development. Include the following: Site investigation including soil samples shall be completed for this submittal, Preliminary Basis of Design report for evaporation pond, Drawings, including site plan reflecting all major systems, drainages, etc., Class C construction estimate, and Coordination documentation with FAA and DEQ showing preparation of environmental compliance documents.

E. Task 005: 65% Design Development:

1. Update and prepare design plans (65% complete) for review and discussion with the CLIENT and BLM.
2. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (65% complete) based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office.
3. Prepare Class B construction estimate and construction performance time.
4. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
5. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Stormwater Calculations including Evaporation pond sizing, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
6. Prepare and submit two (2) FAA Form 7460's to airspace the project and construction equipment.
7. Conduct in-house quality control/quality assurance review of preliminary design documents.
8. Provide one hard copy and one electronic copy (PDF) of Design Development documents for Government review. Allow Government 15 calendar days for review and comment. A/E contractor shall plan on an in-person conference meeting with government to discuss review comments. Upon approval/acceptance of the deliverable by the BLM, the Contractor may invoice 65% of the design fee and shall move forward with 95% Construction Documents. Include the following: Draft Basis of Design report for evaporation pond, Project Drawings including site plan and all appropriate site-specific details, Project specifications, including Division I and Class B construction estimate and construction performance time.

F. Task 006: 95% Construction Documents:

1. Update and prepare 95% Design Plans review and discussion with the CLIENT and BLM.

2. Prepare 95% Bidding and Construction Contract Documents and Technical Specifications.
3. Prepare Class A construction estimate and construction performance time.
4. Prepare Final Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
5. Prepare Final Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Stormwater Calculations including Evaporation pond sizing, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
6. Compile Final FAA and DEQ compliance report.
7. Conduct in-house quality control/quality assurance review of preliminary design documents.
8. Provide one hard copy and one electronic copy for Government review. Allow Government 15 calendar days for review and comment. A/E contractor shall plan on an in-person conference meeting with Government to discuss review comments. Upon acceptance of the 95% submittal by the BLM the Contractor may invoice 90% of the design fee. Include the following: Final Basis of Design report for evaporation pond, Complete final drawings, Complete project specific specifications, including Division I, Class A construction estimate and construction performance time, and Final DEQ compliance report.

G. Task 007: Final Bidding Documents:

1. A/E Contractor shall incorporate the final Government comments into the 95% Construction Documents submittal. Upon Final Bidding Documents approval, A/E Contractor shall provide one complete hard copy set of Final Bidding Documents and an electronic copy on CD or USB drive of all drawings, specifications, cost estimate, and performance time. Drawings, Specifications and Cost Estimate shall be provided in both native format and Adobe (pdf) format. Drawings shall be created in AutoCAD (v2012 or newer) and be 11x17. All drawings shall also be combined into one Adobe Acrobat file. Specification shall be created in word and an Adobe Acrobat file shall also be created. Adobe files shall be created directly from the originating software as a print/plot option. Cost estimate shall be created in Microsoft Word or Excel. Provide one hard copy of stamped drawings, specifications, cost estimate, and performance time.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- No Safety Management System (SMS) plan is required on this project.
- No Airport Geographic Information Systems (AGIS) surveys or updates are required for this project.
- Airport Layout Plan set (ALP) revisions will not be included in this scope of work.
- Previously completed Cultural Resources Surveys/Reports will be sufficient for reference into the environmental clearance documentation. No wetland/waterway delineations are necessary.
- No environmental clearance documentation is assumed to be necessary with the Bureau of Land Management acting as the lead agency.
- No Disadvantaged Business Enterprise (DBE) plan or goal updates are necessary.
- No airfield sign modifications are necessary.
- BLM review and approval is planned for 15 days for all submittals

- Estimate costs for Construction Management services, Legal Survey, and a BLM Real Property Improvement report will be included in the construction cost estimates provided as part of the design submittals.

Period of Performance:

Estimated start date:

Estimated completion date:

360 calendar days upon Notice to Proceed

July 2023

August 2024

BLM Contacts:

Project Manager

Ryan Bates

Civil Engineer

rbates@blm.gov



**AGENDA REPORT
PUBLIC HEARING
August 10, 2023**

To: Mayor and City Council

FROM: Casey Mordhorst, Public Works Director
Paul Woods, City Engineer

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **APPLICATION TO USE CDBG FUNDS FOR NEW SECONDARY RIVER WATER INTAKE TO SUPPORT THE CITY'S DRINKING WATER SUPPLY SYSTEM**

DATE: July 13, 2023

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE INTENT TO APPLY FOR CDBG FUNDS TO SUPPORT THE DESIGN, PERMITTING, AND CONSTRUCTION OF A NEW SECONDARY RIVER INTAKE TO IMPROVE THE CAPACITY AND RELIABILITY OF THE CITY'S DRINKING WATER SYSTEM, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL GRANT APPLICATION DOCUMENTS.

SUMMARY:

The City of Ontario is eligible to apply for funding from the Community Development Block Grant program from Business Oregon. Funding can be used for public infrastructure, such as improvements to the city's drinking water supply system. The city is proposing to apply for the project award maximum of \$2.5 million dollars to fund the design, permitting and construction of a secondary river water intake to improve the reliability and capacity of the city's drinking water supply system. The improvement is a component of the city's overall Drinking Water Master Plan approved by the Oregon Health Authority in 2021. The location of the project is at the city's Water Treatment Plant at 1900 SE 5th Avenue. The project benefits residents throughout the City of Ontario. It is estimated that the project has benefited at least 11,495 persons of whom 57.88% are low or moderate income.

BACKGROUND:

The City of Ontario is eligible to apply for funding from the Community Development Block Grant program from Business Oregon. Funding can be used for public infrastructure such as improvements to the City's drinking water supply system.

CURRENT SITUATION:

The city is proposing to apply for the project award maximum of \$2.5 million to fund the design, permitting and construction of a secondary river water intake to improve the reliability and capacity of the city's drinking water supply system. The improvement is a component of the City's overall Drinking Water Master Plan approved by the Oregon Health Authority in

2021. The location of the project is at the city's Water Treatment Plant at 1900 SE 5th Avenue. The project benefits residents throughout the City of Ontario. It is estimated that the project has benefited at least 11,495 persons of whom 57.88% are low or moderate income.

ANALYSIS:

- A. **STRATEGIC PLAN** The proposed application is consistent with the city's Strategic Plan.
- B. **FINANCIAL** If successful, the grant funds will help support the city's financial position without a match requirement.
- C. **TIMING** The application must be submitted by August 31, 2023.
- D. **POLICY/LEGAL** The City Council must authorize the application.

ALTERNATIVES:

The city could pass on the grant opportunity.

RECOMMENDATION:

Staff recommends submitting a CDBG application to fund a secondary river intake to improve capacity and reliability for the drinking water system.

ATTACHMENTS:

None