

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



**COUNCIL MEETING AGENDA
CITY COUNCIL – CITY OF ONTARIO OREGON
TUESDAY, JUNE 9, 2026, 6:00 PM, MT
[Zoom Link](#)**

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

1) CALL TO ORDER

Roll Call: Susann Mills _____ Michael Braden _____ Ken Hart _____ Adrianna Contreras _____ John Kirby _____
Council President Penny Bakefelt _____ Mayor Deborah Folden _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on June 5, 2026. 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) CONSENT AGENDA

A) Adopt Council Meeting Minutes: May 12, 2026

5) 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.

6) OLD BUSINESS

- A) Bid Award: AIP25 Helicopter Parking Pad
- B) Resolution #2026-113: Support of New Plumbing & Electrical Apprenticeship
- C) Silverhawk Airport Lease Extensions

7) NEW BUSINESS

- A) Utility Billing Write-Offs
- B) New Hangar Build Land Lease: 143 Cessna
- C) Contract and Task Order Award: Anderson Perry New Storage Tank and Pump Station
- D) Task Order Award: Ducote Consulting Safe Drinking Water (SDW) Grant Management and Environmental Reviewer Services
- E) Bid Award: Insituform - 2026 Collection System Rehab Project
- F) Task Order Amendment Award: Keller Associates Services During Bidding and Construction 2026 Collection System Rehab Project
- G) Bid Award: Lion's Park Parking Lot and Sidewalk
- H) Resolution #2026-114: GASB54

8) PUBLIC HEARING

- A) Ordinance #2847-2026: Annexation of Tax Lots 700 and 802 on Assessor's Map 18S47E11BC and Rezoning from Urban Growth Area Commercial Zone and Urban Growth Area Residential Zone to City General Commercial Zone

9) DEPARTMENT HEAD UPDATES

- A) Community Development: Quarterly Report

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.

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10) DISCUSSION ITEMS

11) HAND-OUTS

A) Minutes: County Court 04-22-2026, 05-11-2026, 05-13-2026; Airport 05-04-2026

12) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

13) EXECUTIVE SESSION

A) ORS 192.660(2)(e): Real Property

14) ADJOURN



CITY COUNCIL MEETING MINUTES May 12, 2026

The scheduled meeting of the Ontario City Council was called to order by Mayor Deborah Folden at 6:00 p.m. on Tuesday, May 12, 2026, in the Council Chambers of City Hall. Council members present were Deborah Folden, Susann Mills, John Kirby, Adriana Contreras, and Penny Bakefelt. Michael Braden and Ken Hart were excused.

Staff present were Dan Cummings, Tori Barnett, Corinna Hysell, Andy Wood, Kari Ott, Tatiana Burgess, Casey Mordhorst, Al Haun, and Jason Cooper.

AGENDA

This Agenda was posted Friday, May 8, 2026. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website www.ontariooregon.org.

KIRBY moved, MILLS seconded, **TO ADOPT THE AGENDA AS PRESENTED**. Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/0/2.

CONSENT AGENDA

MILLS moved, CONTRERAS seconded, **TO ADOPT THE CONSENT AGENDA, WHICH CONSISTED OF ADOPTION OF COUNCIL MEETING MINUTES OF APRIL 28, 2026, AND A PROCLAMATION: ELK'S YOUTH WEEK**. Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/0/2.

Mayor Folden read the Proclamation into the record: *City of Ontario Mayoral Proclamation #2026-102, Elk's Youth Week 2026: Whereas, the Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State, and Nation; and whereas Ontario Elks Lodge #1690 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and whereas no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and whereas our youth need the guidance, inspiration, and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership, and go forth to service America; and whereas to achieve this worthy objective we should demonstrate our partnership with youth, our understanding of their hopes and aspirations, and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship. Now, therefore, be it resolved that I, Deborah K. Folden, Mayor of Ontario, Oregon, do hereby proclaim the first week in May as Youth Week in Ontario, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance. Signed this 12th day of May, 2026. Deborah K. Folden, Mayor*

NEW BUSINESS

Ordinance #2846-2026: Repealing OMC Title 2, Chapters 3, 4, 9 [Golf/Library/YAC]

Dan Cummings, City Manager, presented.

City of Ontario ("City"), an Oregon municipal corporation, had all the powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly granted or allowed. Chapter 2, Title 3 – Golf Committee established on November 6, 1995, Ordinance #2368, Chapter 2, Title 4 – Library Committee established on November 18, 1985, Ordinance #2191 and Chapter 2, Title 9 – Youth Advisory Committee established on February 4, 2002, Ordinance #2488, of the Ontario Municipal Code (the "Code"). All three were committees that were no longer in place or used by the city. The city no longer had a Municipal Golf Course, no longer had the responsibility of the Library (Library District was formed) and had not had or



used a Youth Advisory Committee since 2009. This proposed ordinance was a housekeeping ordinance to remove titles no longer needed.

Councilor Bakefelt what types of things the Youth Advisory Committee did?

Mr. Cummings deferred to Tori Barnett, whose daughter served on the committee while in high school.

Ms. Barnett stated they worked with their liaison, Councilor John Gaskill, on different projects to increase awareness and interest in government, as well as to let the Council know what the students were doing and what they were interested in. It had been a struggle to get kids interested in serving. It was established for eighth grade through senior year.

KIRBY moved, MILLS seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2846-2026: AN ORDINANCE OF THE CITY OF ONTARIO REPEALING ONTARIO MUNICIPAL CODE TITLE 2, CHAPTER 3, CHAPTER 4, AND CHAPTER 9 IN THEIR ENTIRETY, WHICH CHAPTERS CONCERN THE ESTABLISHMENT OF THE GOLF COMMITTEE, THE LIBRARY BOARD, AND THE YOUTH ADVISORY COMMITTEE, ON FIRST READING BY TITLE ONLY.** Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion passed 5/0/2.

MILLS moved, CONTRERAS seconded, **THE CITY COUNCIL APPROVE ORDINANCE #2846-2026: AN ORDINANCE OF THE CITY OF ONTARIO REPEALING ONTARIO MUNICIPAL CODE TITLE 2, CHAPTER 3, CHAPTER 4, AND CHAPTER 9 IN THEIR ENTIRETY, WHICH CHAPTERS CONCERN THE ESTABLISHMENT OF THE GOLF COMMITTEE, THE LIBRARY BOARD, AND THE YOUTH ADVISORY COMMITTEE, ON SECOND READING BY TITLE ONLY.** Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion passed 5/0/2.

PUBLIC HEARING

Deed of Dedication: Public Right of Way for Street and Public Utilities [8C School District to City]

It being the date advertised for a public hearing on the matter stated above, the hearing was declared open. There were no objections to the city's jurisdiction to hear the action, no abstentions, no ex-parte contact, and no declarations of conflict of interest.

Dan Cummings, City Manager, presented.

This action was to dedicate a right of way for a portion of West Idaho Avenue. The existing street was constructed sometime in the late 1950s, but no right of way dedication could be found.

School District 8C received the property where the current Ontario High School was on November 21, 1950. Records showed the Ontario High School was constructed in 1954. School District 8C received the property where the current Aiken Elementary school was on December 12, 1956. Records showed the elementary school was constructed in 1957.

In 2011, a survey was performed by CK3 LLC of the high school property and during the title search and survey, it was discovered that there was no dedicated right of way for West Idaho Avenue and the existing street was totally on school property. It was suggested to the school district and the city that a right of way should be dedicated.

In 2025, a survey was performed by Idaho Survey Group, LLC of the Aiken Elementary School property, and it was also discovered that there was no dedicated right of way for West Idaho Avenue and all the existing street was on school property.

City Manager/City Surveyor, Dan Cummings, contacted the school and highly recommended the school district dedicate the right of way to the existing West Idaho Street for safety reasons and city maintenance reasons of the street and underground city utilities.

In April 2026, 8C School District contacted Mr. Cummings to notify him that the District agreed with his recommendation and was willing to dedicate the right of way as shown on the attached Deed of Dedication.



The Hearing was opened for public testimony. Opponents: None. Proponents: None. There being no Proponent and no Opponent testimony, the Hearing was closed.

MILLS moved, KIRBY seconded, **THE CITY COUNCIL APPROVE THE ACCEPTANCE OF THE PUBLIC RIGHT OF WAY FOR A PORTION OF WEST IDAHO AVENUE FROM SW 10TH STREET TO NORTH VERDE DRIVE AS SHOWN ON THE ATTACHED DEED OF DEDICATION AND AUTHORIZE THE MAYOR TO SIGN THE DEED.** Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion passed 5/0/2.

DEPARTMENT HEAD UPDATES

Public Works: Quarterly Report

Casey Mordhorst, Public Works Director.

Mr. Cummings gave kudos to Chief Cooper and the Jacobs crew for the flashing speed light up on 12th Street in front of the Chevron Station. That was the intersection where the two kids had been hit by a car.

DISCUSSION ITEMS

Requested Letter of Support: Treasure Valley Paramedics

Mayor Folden stated she had been asked by TVP to write a letter of support for them; however, Mr. Cummings did have a comment he'd like to make regarding the action.

Mr. Cummings expressed some concern. He noted that both the Fire Chief and Fire Captain had also been asked to submit a letter. He checked on the situation, and the county had on RFQ on their website for this ambulance service. He stressed that TVP was a private company under a private contract. It was not governmentally subsidized. Because of his concerns, he spoke with Stephanie Williams (County Attorney), and she had received a letter from another city sent directly to the commissioners, but she caught it and pulled it, because the Commissioners were part of the interview panel, and should not receive any information prior to getting all the proposals. It was his understanding that at least two other firms had expressed interest in submitting an RFQ. Ms. Williams expressed concern about politics being played. The RFQ was set to close on September 7, 2026. Staff's concerns were that for the past three years, they'd been having issues with the ambulance service, which had been discussed with the ambulance service and with the county. Heather was great, and she was doing what she could, but economies was hitting there, too, and she could not get qualified people, but that was not the fault of the city. TVP was not providing the service they were supposed to provide, as outlined in their contract. That had been discussed multiple times. TVP had been contracted since 1999, but they were now using city resources, and that's where his issues came up. He was getting complaints from the city's union that they were having to provide services that TVP was supposed to provide, and using the city's manpower. For example, once someone had to go for service, if there was not a paramedic there, and the city responded, too, by state law, the city guys had to stay with that patient and transport the person. If they had to go to Boise, city personnel had to go, too. That left a shortage on the Ontario crew. They needed to be careful about recommending one particular company because what were they going to say to the other companies that might ask for a recommending, too? Hopefully, TVP would submit a good proposal, and get some staff on board. In speaking with Stephanie, the new contract would require them to have qualified medical on staff, so they were not relying on public entities to support them. He suggested they look into adding a penalty clause in the new contract. Stephanie also asked that if any entity was going to submit letters of support for any of the providers, that the letters be sent to her, not to the Court.

Mayor Folden stated she was unaware there were other entities that had made any type of proposal.

Mr. Cummings stated he did not know if they had been submitted; he'd only heard that there were at least two other firms interested. He had also been told that Baker switched to a new company, and it was not working out perfectly for them.

Mayor Folden asked for consensus from the Council to sign the letter.

The Council was not in favor of signing a letter.



Request Letter of Support: Country Resolution by Riley Hill

Riley Hill stated: *Thank you, Madam Mayor and Council. I don't know if Dan, in your packet, if you gave them a copy of the resolution, so...*

Mr. Cummings stated yes, it was in the packet.

Mr. Hill: *....so I don't have to read it to you, but for the record, the County Court put a resolution together to support some additional PTE training at the high schools. So, a little background on this is that I'm appearing as a member of Malheur County Poverty to Prosperity group. Five of us formed a 501(c)(3) about 15 years ago and one of the goals, couple of the goals, was to expand industrial land in different cities, and we accomplished that. And one of the ongoing ones was to create career (?) for education opportunities for the students in the different districts. I'm glad that some attended the awards ceremony at the college last week and we were able to hand out about 120 recognized certificates for kids that were in high school, Juniors and Seniors, Allied Health was there, welding, machinists, robotics, and I think I'm forgetting something here, oh, proficiency in computers. So anyway, in that vein, another opportunity that we're short on here, or an opportunity that could present itself, is training for plumbers and electricians at the high school level. And about a year and a half ago, I convened a meeting at 8C school district and had Bureau of Labor and Industries there, some contractors there, obviously 8C was there, their superintendent and principal, to try and convince BOLI to let us start an apprenticeship program for plumbers and electricians at the high school level. And, after, and the 8C school district, to their credit, agreed that they would start a curriculum for apprenticeship programs for plumbers and electricians. Well, after that meeting, I never heard back from BOLI again, and I wrote them, each Commissioner, and letters and no responses from them. So, currently, the way things work right now, is that most of the trainees have to be trained in Idaho, and the regulations that the Bureau of Labor and Industries has set up, it's not the law, it's the regulations they set up, you have to be 18 years of age to start a program. Secondly, at BOLI, they've created an apprenticeship ratio of three journeymen electricians to two apprentices. And with the plumbers, they've created a ratio of one journeyman to one apprentice. I should be using the term journeywoman because I have women working for me out in the trades, so...but, anyway, Idaho legislature faced this same reality about, I think, four years ago, so they changed the law, and they made the ratios of one journeyman/journey worker, to six apprentices for electricians, and one to unlimited for plumbers with a little caveat in there that you had to have some other journey workers with some experience, but one to unlimited (?). And they have a program going like that in Nampa at the college over there, so what I'm attempting to do, or we're attempting to do, is to influence BOLI to change the regulations so that we can get the same opportunities going here for kids in Malheur County. So, we, the County Court was kind enough to draft this resolution that you have in front of you, and in that resolution, it says that it was supported by the school districts, and I have in my hand here the letters of support from all three school districts involved. I have in my hand a letter from the City of Nyssa, City of Vale is acting on it tonight, to give a letter of support. This is going to be a long process and it's going to take quite a bit of work to influence BOLI or the legislature to change the rules so that we can get a good start for young men and women down at the high school level. So, I'm asking for a letter of support from the Council to support the resolution that the County Court has in front of them. Any questions?*

Mayor Folden stated in the resolution, it showed the kids concerned were aged 16 instead of 18?

Mr. Hill: *Yes, and Idaho allows 16. And they always make the argument at BOLI that training and safety, so I guess most of our workers over here are unsafe and untrained because it's reciprocal and most of this work is done by Idaho people. So, we need to give these young people an opportunity to get some training now, and one of the things that Bureau of Labor and Industries are saying, too, is that we don't have the training, you're unsafe, you're on and on, so we have a pre-apprenticeship program. The pre-apprenticeship program is worthless because it doesn't get you into the system, it doesn't get you, it doesn't count towards your training, towards an apprentice or towards your goal of being a journey worker, and so we've addressed that in this resolution for the county, so I'm asking for the city's support. Any other questions?*

Councilor Mills stated a lot of students took classes through the college while they're still in high school. Did TVCC not provide classes like electrical, plumbing, anything like that?

Mr. Hill: *Well, there is a training committee that John Howard from Idaho heads, and the classes are usually held at Treasure Valley, but you have to be 18 years or older to do it, and 8C school district, to their credit, told BOLI at the meeting we had that they would create a curriculum if BOLI would change the regulations down to 16.*

Mr. Cummings stated he had asked Mr. Hill to present this to the Council because he told him that if the county approved the resolution, he was going to ask the city to approve a similar resolution, so he wanted the Council to understand that because it was difficult to give a letter of recommendation to one entity and then turn around and deny it when it was brought before them.

Mr. Hill: *He's right. It's kind of like the chicken and the egg. The County Court didn't really want to sign the resolution until they knew that there was support from the community for it, so once they do that, then the Judge has agreed, Judge Joyce has agreed to introduce me and let me speak when all the county judges get together and see I can get some support there from that group.*

Councilor Kirby stated this was an opportunity the city needed to take.

Mr. Hill: *I might add one more thing. The way the system is set up, you could become a journey worker fast, you could become a mechanical engineer or an electrical engineer faster than you can go through the process to be a journey worker plumber or electrician. Any other questions? Thank you.*

Mr. Cummings stated they needed to do a vote to approve and sign the letter.

KIRBY moved, BAKEFELT seconded, **THAT THE CITY MANAGER WORK WITH MR. HILL TO WRITE A LETTER ON OUR BEHALF TO BRING TO THE COUNCIL, AND SIGN IT.** Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/0/2.

Mr. Cummings asked when Mr. Hill needed the letter.

Mr. Hill: *I've got everything, I'll have everything accomplished by tonight, if Vale passes and the city passes, so I'll try to get on next week's agenda.*

Mr. Cummings stated the motion was to bring it back and the Council wasn't going to meet again until June.

Councilor Kirby stated it would be for the Mayor to sign.

HAND-OUTS

Minutes

County Court 04-01-2026

Check Register

March 2026

CORRESPONDENCE, COMMENTS, AND EXOFFICIO REPORTS

Tatiana Burgess, Planning Director, reminded the Council that she had sent an email out to them all a few weeks ago about a work session coming up between the City Council and the Planning Commission, on June 10, 2026, 6:00 pm. Since there would not be a second meeting in May, she wanted to remind them all to attend. It was to discuss the ongoing efforts to update the development code.

Tori Barnett, City Recorder, reminded everyone this was an election year, and Council candidate packets would be available for pickup on June 3rd. It was posted on several mediums.

ADJOURN

MILLS moved, KIRBY seconded, the meeting be adjourned. Roll call vote: Mills-yes; Braden-out; Hart-out; Contreras-yes; Kirby-yes; Bakefelt-yes; Folden-yes. Motion carried 5/0/2. Meeting concluded at 6:53 pm.

ACCEPTED:

ATTEST:

Deborah K. Folden, Mayor

Tori Barnett, MMC, City Recorder





**AGENDA REPORT
OLD BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Andy Wood, Airport Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: BID AWARD: AIP25 HELICOPTER PARKING PAD

DATE: May 26, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO ACCEPT THE LOWEST BID AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS FOR THE CONSTRUCTION OF THE HELICOPTER PARKING PAD WEST OF SILVERHAWK FBO OFFICE UPON FINAL FUNDING AVAILABILITY.

SUMMARY:

The lowest bid was 18% higher than the Engineer's estimated cost. Bid received from Gyllenberg Construction Inc from Baker City, OR at \$195,687.09

BACKGROUND:

The City of Ontario Municipal Airport Layout Plan sets forth the improvements to the west side of Silverhawk FBO for planned growth and development of the site. JUB, Airport Engineers, has completed an environmental request. On February 5, 2026, the Oregon Department of Aviation's (ODAV's) Aviation Review Committee recommended the project to the Oregon State Aviation Board. The bids were opened on 1 April 2026 and the Airport Infrastructure Grant (AIG) funding to cover the shortfall in construction costs. COAR Grant was executed on May 29, 2026.

CURRENT SITUATION:

The next stage is the City Manager signing the construction agreement with the contractor, Gyllenberg Construction Inc.

ANALYSIS:

- A. **STRATEGIC PLAN** The Helicopter Parking Pad project is a single pad to accommodate a Robinson R-44 Helicopter. This will increase safety around the airport ramp in accordance with the Capital Improvement Plan and Airport Master Plan to separate fixed wing aircraft from rotary aircraft. This area will help reduce fueling incidents around the fuel farm by setting out a landing area for rotary aircraft.

B. <u>FINANCIAL</u> FAA Airport Improvement Project (AIP) Grant	FAA Airport Infrastructure Grant (AIG Companion Grant)
\$315,790 – Grant Total	\$28,747 – Grant Total
\$300,000 - AIP Grant (95%)	\$27,310 - AIG Grant (95%)
\$14,211 - COAR Grant from OregonDAV (4.5%)	\$1,293 - COAR Grant from OregonDAV (4.5%)
\$1,579 - City Match (0.5%)	\$144 - City Match (0.5%)

Total Project Cost: \$344,537 and Total City Match \$1,723.00

In the 2025 -2026 budget for Minor Airport Improvements was allocated \$3,000.00 for Helicopter Parking Pad Design and Construction.

- C. **TIMING** Oregon State Law requires the city to notify the other bidders in writing at least 7-days prior to awarding the project to the successful bidder. Notice was sent out on May 26, 2026. The project is available to start construction when the City Manager signs the construction agreement.
- D. **POLICY/LEGAL** The Ontario Municipal Airport Helicopter Parking Pad construction will meet all FAA, ODOT, and ODAV grant requirements.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends the City Council accept the bid and have the City Manager sign all documents for the Ontario Municipal Airport Helicopter Parking Pad upon final funding availability.

ATTACHMENTS:

1. Ontario_FY26_NoticeOfAward

NOTICE OF AWARD

To: Gyllenberg Construction Inc. Attn: Brent Gyllenberg

Dated: June 9, 2026

PO Box 1003

Baker City, OR 97814

PROJECT DESCRIPTION: Construct Helicopter Parking (AIP 3-41-0044-025-2026)

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated **April 1, 2026**, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of:

One Hundred Ninety-Five Thousand Six Hundred Eighty-Seven Dollars and Nine Cents (\$195,687.09)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by June 24, 2026.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 9th day of June, 2026

OWNER

By: _____
Signature

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by Gyllenberg Construction Inc.
this _____ day of _____, 2026.

CONTRACTOR

By: _____
Signature

Title: _____



**AGENDA REPORT
OLD BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **RESOLUTION #2026-113: SUPPORT OF NEW PLUMBING & ELECTRICAL APPRENTICESHIP**

DATE: May 28, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE RESOLUTION #2026-113, A RESOLUTION IN SUPPORT OF A NEW PLUMBING AND ELECTRICAL APPRENTICESHIP PROGRAM FOR HIGH SCHOOL STUDENTS IN MALHEUR COUNTY AND THE STATE OF OREGON.

SUMMARY:

This is a resolution to support high school students participating in a new plumbing and electrical apprenticeship program created with a curriculum, classroom instruction, and job-training wherein a students' time, costs, knowledge and successes are directly honed toward Oregon apprentice plumbing and electrical qualifications.

BACKGROUND:

The State of Oregon Bureau of Labor and Industries (BOLI) does not allow electrical or plumbing apprenticeship programs for high school students.

The pre-apprenticeship program builds skills and permits students to explore electrical and plumbing careers, but it does not grant hands-on training and classroom instruction to directly apply or count toward an Oregon plumbing or electrical apprenticeship license.

At the last Council meeting, Riley Hill asked the City Council for a letter of support for a resolution being presented to Malheur County in support of high school students participating in a new plumbing and electrical apprenticeship program created with a curriculum, classroom instruction, and job training wherein a student's time, costs, knowledge and successes are directly honed toward Oregon apprentice plumbing and electrical qualifications.

The Council approved their letter to the Malheur County Court.

The Malheur County Court approved Resolution No. R26-20 in support of a new plumbing and electrical apprenticeship program for high school students in Malheur County on May 27, 2026.

CURRENT SITUATION:

Mr. Hill is now requesting the City Council approve a resolution in support of a new Plumbing and Electrical Apprentice Program.

ANALYSIS:

- A. **STRATEGIC PLAN** This meets the growth of the city in the Council Strategic Plan.
- B. **FINANCIAL** None.
- C. **TIMING** No specific date set.
- D. **POLICY/LEGAL** The City Council is the governing body for approving resolutions.

ALTERNATIVES:

None given.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2026-113.

ATTACHMENTS:

- 1. Reso #2026-113 Support for Changes to Electrical and Plumbing Apprenticeship
- 2. Malheur County Resolution R26-20 Support for Changes to Electrical and Plumbing Apprenticeship



RESOLUTION #2026-113

A RESOLUTION IN SUPPORT OF NEW PLUMBING AND ELECTRICAL APPRENTICESHIP PROGRAM FOR HIGH SCHOOL STUDENTS IN MALHEUR COUNTY AND THE STATE OF OREGON

- WHEREAS,** the State of Oregon Bureau of Labor and Industries (BOLI) does not allow electrical or plumbing apprenticeship programs for high school students; and
- WHEREAS,** the pre-apprenticeship program builds skills and permits students to explore electrical and plumbing careers, but it does not grant the hands-on training and classroom instruction to directly apply or count toward an Oregon plumbing or electrical apprenticeship license; and
- WHEREAS,** many jurisdictions, including our border state of Idaho, have:
- High school plumbing and electrical apprenticeship programs;
 - Provide such apprenticeship programs beginning at age of 16;
 - Supports apprentice to journeyman ratios much lower than Oregon's apprentice to journeyman ratios. For instance, Idaho allows 1 Journeyman to 6 electrical apprentices; and
- WHEREAS,** the City of Ontario implores BOLI to work with Malheur County, the Career and Technical Education (CTE) center thorough Treasure Valley Community College (TVCC) and our high schools to develop a high school apprenticeship program; and
- WHEREAS,** the benefits of a genuine high school plumbing and electrical apprenticeship program in Malheur County include:
- More timely approach to fill the gap in our workforce as Eastern Oregon does not have enough plumbers and electricians for construction projects. Reciprocity in licensing between Idaho and Oregon does not fill this gap;
 - Provides a direct head start to high quality electrical and plumbing careers;
 - Keeps students in Oregon as opposed to them attending apprenticeship programs in nearby Idaho at College of Western Idaho in Caldwell or Idaho on-line programs;
 - Stabilizes costs to build affordable- housing. A shortage in workforce results in higher costs for electrical and plumbing work; and
- WHEREAS,** this resolution is supported by Malheur Malheur, City of Vale, TVCC, Malheur County Education Service District, the school districts of Ontario School District 8C, Nyssa Public Schools, Vale School District, the Malheur County Building Official, the City of Ontario Building Official, and several local electrical and plumbing contractors within Malheur County and Idaho;
- WHEREAS,** this resolution shall be sent to Governor Tina Kotek and BOLI Commissioner Christina Stephenson.

NOW, THEREFORE, THE CITY OF ONTARIO RESOLVES TO support high school students participating in a new plumbing and electrical apprenticeship program created with a curriculum, classroom instruction, and job-training wherein a students' time, costs, knowledge and successes are directly honored toward Oregon apprentice plumbing and electrical qualifications.

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this ____ day of _____, 2026, by the following vote:

Ayes:

Nays:

Abstentions:

Absent:

SIGNED by the Mayor this ____ day of _____, 2026.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder

BEFORE THE COUNTY COURT FOR
MALHEUR COUNTY, OREGON

IN THE MATTER OF:	)	
RESOLUTION IN SUPPORT OF A NEW	)	RESOLUTION NO.
PLUMBING AND ELECTRICAL	)	R26 - 20
APPRENTICESHIP PROGRAM FOR	)	
HIGH SCHOOL STUDENTS IN MALHEUR	)	
COUNTY; AND OREGON	)	

This matter came before the Malheur County Court during its regular meeting on May 27, 2026.

WHEREAS, the State of Oregon Bureau of Labor and Industries (BOLI) does not provide electrical or plumbing apprenticeship programs for high school students; and

WHEREAS, the Oregon/BOLI pre-apprenticeship program promotes skills, self-improvement and permits students to *explore* electrical and plumbing careers but it does not grant the hands-on training and classroom instruction to directly apply or count toward an Oregon plumbing or electrical apprenticeship license; and

WHEREAS, many jurisdictions, including our border state of Idaho,:

- offer high school plumbing and electrical apprenticeship programs through colleges and workforce training centers;
- provide such apprenticeship programs beginning at the age of 16 and when students are on track to graduate from high school;
- support apprentice to journeyman ratios much lower than Oregon's apprentice to journey ratios. For instance, Idaho allows 1 journeyman to an unlimited number of plumbing apprentices and 1 journeyman to 6 electrical apprentices; and

WHEREAS, Malheur County implores BOLI to work with Malheur County, the Career and Technical Education (CTE) center thorough Treasure Valley Community College (TVCC) and our high schools to develop a high school apprenticeship program; and

WHEREAS, the benefits of a genuine high school plumbing and electrical apprenticeship program in Malheur County include:

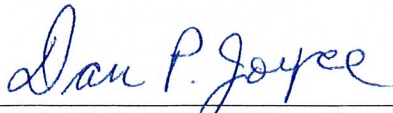
- More timely approach to fill the gap in our workforce as Eastern Oregon does not have enough plumbers and electricians for construction projects. Reciprocity in licensing between Idaho and Oregon does not fill this gap.
- Provides a direct head start to high quality electrical and plumbing careers.
- Keeps students in Oregon as opposed to them attending apprenticeship programs in nearby Idaho at College of Western Idaho in Nampa or on-line programs.
- Stabilizes costs to build affordable housing. A shortage in workforce results in higher costs for electrical and plumbing work.

WHEREAS, this resolution is supported by letters from the cities of Ontario, Nyssa and Vale, Treasure Valley Community College, Malheur County Education Service District, the school districts of Ontario, Nyssa and Vale, the Malheur County Building Official and Poverty to Prosperity.

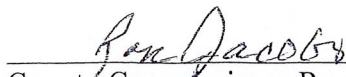
WHEREAS, this resolution shall be sent to: Governor Tina Kotek and BOLI Commissioner Christina Stephenson.

NOW, THEREFORE, the Malheur County Court resolves to support high school students participating in a new plumbing and electrical apprenticeship program created with a curriculum, classroom instruction and job-training wherein a students' time, costs, knowledge and successes are directly honored toward the Oregon apprentice plumbing and electrical qualifications.

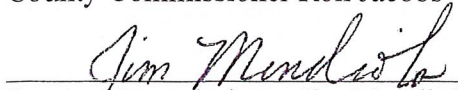
DATED this 27th day of May 2026.



County Judge Dan P. Joyce



County Commissioner Ron Jacobs



County Commissioner Jim Mendiola



**AGENDA REPORT
OLD BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Dan Cummings, City Manager/Community Development Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: SILVERHAWK AIRPORT LEASE EXTENSIONS

DATE: May 29, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO RECOGNIZE SILVERHAWK PROPERTIES LLC RIGHT TO EXTEND ALL FOUR (4) AIRPORT LEASES TO ANOTHER TERM OF FIVE (5) YEARS AND AUTHORIZE THE CITY MANAGER TO SIGN ANY AND ALL AMENDMENTS TO ANY OF THE LEASES THAT BOTH PARTIES AGREE TO.

SUMMARY:

Silverhawk Properties LLC, by a letter dated May 5, 2026, exercised their right under the four (4) lease agreements to extend their lease for an additional five (5) years.

BACKGROUND:

Effective October 1, 2026, the City of Ontario and Silverhawk Properties, LLC entered into five Airport Leases which would expire on October 1, 2026.

As per the lease agreements, Silverhawk has the right to extend the leases for an additional five (5) years provided they submit that request in writing to the city at least 120 days prior to the expiration date as long as they are not in default of the agreements.

On May 5, 2026, Silverhawk submitted a letter to the city (attached to this report), exercising that right.

The city, City Airport Committee and Silverhawk have been working on and discussing a few items that all parties felt needed to be addressed.

At the Airport Committee meeting of May 4, 2026, Bill Hager moved that the committee is recommending that the City of Ontario enter negotiations with Silverhawk to renew their FBO lease. Pete Morgan second. Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. Motion carried 7/0/0.

CURRENT SITUATION:

Silverhawk has submitted a letter for extension and the city needs to act on it..

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** None.
- C. **TIMING** This lease not only brings in land fees, but also fuel flowage fees for the city.
- D. **POLICY/LEGAL** A lease is required to operate on the airport property.

ALTERNATIVES:

None offered.

RECOMMENDATION:

Staff recommends the City Council acknowledge the extension option, approve the extension, and authorize the City Manager to sign any amendments required during the lease time frame.

ATTACHMENTS:

- 1. Silverhawk FBO Lease; Extension_
- 2. City Manager Silverhawk FBO Lease Extension authorization
- 3. FBO Lease; First Amendment; CardLock Grant



May 5, 2026

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

Re: Notice of Extension – Exercise of Extension Option Under Four Agreements Between the City of Ontario and Silverhawk Properties Oregon LLC

Dear City of Ontario:

This letter constitutes formal written notice that Silverhawk Properties Oregon LLC (“Silverhawk”), an Oregon limited liability company, hereby exercises the Extension Option under each of the four agreements identified below (collectively, the “Agreements”), each dated effective October 1, 2021, between the City of Ontario, an Oregon municipal corporation (“City” or “Landlord”), and Silverhawk:

1. **Fixed Based Operator Services Agreement (Silverhawk)** (the “FBO Services Agreement”) – Extension Option set forth under the “Term; Termination” section, “Term of Agreement” subsection;
2. **Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Modular Lease)** (the “Modular Lease”) – Extension Option set forth under the “Lease; Occupancy” article, “Extended Term” subsection;
3. **Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease – Office and Fuel Farm)** (the “FBO Lease”) – Extension Option set forth under the “Lease; Occupancy” article, “Extended Term” subsection; and
4. **Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Ancillary Lease – Hangars A and B)** (the “Ancillary Lease”) – Extension Option set forth under the “Lease; Occupancy” article, “Extended Term” subsection.

Each of the Agreements grants Silverhawk the option (the "Extension Option") to extend the Initial Term for one consecutive additional period of five (5) years (the "Extended Term"), commencing October 1, 2026 and expiring September 30, 2031. Silverhawk hereby represents that it is not in default under any of the Agreements as of the date of this letter.

By this letter, Silverhawk formally exercises the Extension Option under each of the four Agreements. Pursuant to the terms of each Agreement, this written notice is sufficient to make each Agreement binding for the respective Extended Term. The terms and conditions of each Agreement during the Extended Term will be as set forth in the applicable Agreement.

Silverhawk looks forward to continuing its relationship with the City of Ontario and to providing FBO services at the Ontario Municipal Airport through the Extended Term. Please confirm receipt of this notice at your earliest convenience. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

SILVERHAWK PROPERTIES OREGON LLC,

an Oregon limited liability company

By: _____



Name: Catherine Weber

Title: Owner

581 SW 33rd Street
Ontario, Oregon 97914
Catherine@silverhawkaviation.net



City of Ontario

Office of the City Manager
444 SW 4th Street
Ontario, OR 97914
Voice (541)881-3223
Fax (541)889-7121

Silverhawk Properties Oregon, LLC
581 SW 33rd Street
Ontario, OR 97914

June 9, 2026

Re: Notice of Extension - Exercise of Extension Option Under Four Agreements Between the City of Ontario and Silverhawk Properties Oregon LLC

Dear Silverhawk Properties:

The City of Ontario is in receipt of your letter dated May 5, 2026, exercising your right under the Extension under each of the four agreements identified below (collectively, the "Agreements"), each dated effective October 1, 2021, between the City of Ontario, an Oregon municipal corporation ("City" or "Landlord"), and Silverhawk:

1. **Fixed Based Operator Services Agreement (Silverhawk)** (the "FBO Services Agreement") - Extension Option set forth under the "Term; Termination" section, "Term of Agreement" subsection;
2. **Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Modular Lease)** (the "Modular Lease") - Extension Option set forth under the "Lease; Occupancy" article, "Extended Term" subsection;
3. **Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease - Office and Fuel Farm)** (the "FBO Lease")- Extension Option set forth under the "Lease; Occupancy" article, "Extended Term" subsection; and
4. **Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Ancillary Lease - Hangars A and B)** (the "Ancillary Lease")- Extension Option set forth under the "Lease; Occupancy" article, "Extended Term" subsection.

Silverhawk has shown good faith in working with the City of Ontario and the Ontario Airport Committee in finding solutions to a few of the items needing addressed at the airport. The City Manager took your request to the City Council on June 9, 2026, and the Council accepted your request for extension and authorized the City Manager to sign any amendments to the lease agreements agreed upon by both parties.

Sincerely,

Dan K. Cummings
Ontario City Manager

FIRST AMENDMENT TO
AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(Fixed Based Operator Lease – Office and Fuel Farm)

This First Amendment to Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease – Office and Fuel Farm) (this “Amendment”) is entered into as of _____, 2026 (the “Amendment Effective Date”), by and between the **City of Ontario** (“City”), an Oregon municipal corporation, and **Silverhawk Properties Oregon LLC** (“Tenant”), an Oregon limited liability company.

RECITALS

- A. City and Tenant entered into that certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease – Office and Fuel Farm) dated effective October 1, 2021 (the “Original Lease”), as subsequently extended by Tenant’s exercise of the Extension Option on May 5, 2026, establishing an Extended Term commencing October 1, 2026 and expiring September 30, 2031 (the “Extended Term”). The Original Lease, as extended, is referred to herein as the “Lease.”
- B. The fuel farm area of approximately 5,200 square feet described in the Lease (the “Fuel Farm”) provides essential fueling infrastructure for the Ontario Municipal Airport, a public asset serving the aviation needs of the community.
- C. The card-lock fueling control system currently installed at the Fuel Farm (the “Card-Lock System”) is in need of replacement and upgrade to maintain continuous, reliable, and commercially viable fueling operations at the Airport.
- D. The City of Ontario Budget Committee approved a matching grant in the amount of Forty Thousand Dollars (\$40,000.00) (the “City Grant”) toward the cost of acquiring and installing a new Card-Lock System at the Fuel Farm, subject to formal approval by the Ontario City Council and payable upon appropriation.
- E. City and Tenant desire to amend the Lease to memorialize the terms of the City Grant and to provide reasonable protections for the City’s investment in the public fueling infrastructure during the Extended Term, without creating any ownership interest in Tenant’s operations or equipment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

AGREEMENT

1. City Matching Grant.

- (a) **Grant Amount and Purpose.** Subject to formal approval by the Ontario City Council and appropriation of funds, City agrees to provide Tenant a one-time matching grant in the amount of Forty-Thousand-Dollars (\$40,000.00) (the “City Grant”) to be applied toward the purchase, installation, and commissioning of a replacement Card-Lock System at the Fuel Farm.
- (b) **Tenant Matching Expenditure.** Tenant shall provide City with documentation of its matching expenditure to improve the Fuel Farm, and other publicly-used FBO resources related to the Fuel Farm, in an equal amount prior to disbursement of the City Grant.
- (c) **No Ownership Interest.** The City Grant constitutes a public infrastructure investment in the furtherance of Airport operations and the provision of aeronautical services to the public. Notwithstanding the City’s contribution toward the Card-Lock System, Tenant shall remain the sole owner of the Card-Lock System equipment during the term of the Lease. The City Grant does not create any ownership interest, lien, security interest, or equity claim by City in Tenant’s operations, equipment, or personal property, and shall not be construed as conferring any such interest.
- (d) **Disbursement.** The City Grant shall be disbursed by City to Tenant in accordance with City’s standard grant disbursement procedures. City’s obligation to disburse the City Grant is conditioned upon (i) formal approval by the Ontario City Council; (ii) availability and appropriation of the necessary funds; and (iii) Tenant’s submission of documentation reasonably satisfactory to City evidencing Tenant’s matching expenditure and the installation of a qualifying Card-Lock System at the Fuel Farm.

2. Fuel Farm Continuity License.

- (a) **Grant of License.** In consideration of the City Grant and in recognition of the public interest in maintaining uninterrupted fueling services at the Ontario Municipal Airport, Tenant hereby grants to City a conditional, non-exclusive, royalty-free license (the “Continuity License”) to access, operate, and manage the Fuel Farm, including all fueling equipment and infrastructure located thereon (including, without limitation, the Card-Lock System installed with the City Grant proceeds), upon the terms and conditions set forth in this Section 3.
- (b) **Triggering Event.** The Continuity License shall become effective automatically, without further action by either party, upon the occurrence of any of the following events (each, a “Triggering Event”) during the Extended Term:
 - (i) Tenant voluntarily and permanently ceases all fixed base operator fueling operations at the Airport; or
 - (ii) Tenant’s interest in the Lease is terminated by Tenant for any reason; or

- (iii) Tenant becomes insolvent, makes a general assignment for the benefit of creditors, or a receiver or trustee is appointed for Tenant and such appointment is not dismissed within ninety (90) days.
- (c) **Duration.** Once triggered, the Continuity License shall remain in effect until the earliest of: (i) the expiration of the Extended Term (September 30, 2031); (ii) the date on which a successor FBO operator duly authorized by City commences fueling operations at the Fuel Farm; or (iii) City's written election to terminate the Continuity License.
- (d) **No Cost to City.** During the period the Continuity License is in effect, City shall have the right to use and operate the Fuel Farm at no cost, fee, or rent payable to Tenant. For the avoidance of doubt, City shall be responsible for its own fuel procurement, operational costs, and applicable regulatory compliance during any period in which City exercises the Continuity License.
- (e) **Cooperation.** Upon the occurrence of a Triggering Event, Tenant shall promptly deliver to City all keys, access codes, operating manuals, vendor contacts, and other information reasonably necessary for City to operate the Fuel Farm. Tenant shall cooperate fully with City to ensure an orderly transition of Fuel Farm operations.
- 3. **Tenant's Obligations Regarding the Card-Lock System.** Tenant shall (a) use the City Grant proceeds for the purchase and installation of the Card-Lock System; (b) maintain the Card-Lock System in good working order throughout the Extended Term at Tenant's expense; and (c) upon expiration or earlier termination of the Lease, surrender the Card-Lock System as a fixture of the Fuel Farm in good condition, reasonable wear and tear excepted, unless otherwise agreed in writing by the parties.
- 4. **Ratification.** Except as expressly modified by this Amendment, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall govern.
- 5. **Counterparts; Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or digital signatures shall be deemed valid and binding to the same extent as original signatures.
- 6. **Authority.** Each party represents and warrants that the person executing this Amendment on its behalf has full authority to do so and to bind such party.

Signature Page to follow

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF ONTARIO,

an Oregon municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

SILVERHAWK PROPERTIES OREGON LLC,

an Oregon limited liability company

By: _____

Name: _____

Title: _____

Date: _____



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council
FROM: Kari Ott, Finance Director
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **UTILITY BILLING WRITE-OFFS**
DATE: March 24, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE THE LIST OF UTILITY BILLING WRITE-OFFS AS PRESENTED AND AUTHORIZE SENDING THE APPLICABLE ACCOUNTS TO COLLECTIONS.

SUMMARY:

Attached is the following document:

The list of utility billing accounts that are over 120 days old and proposed for write off/ sending to collections.

BACKGROUND:

As required by the Allowance for Bad Debts and Write Offs Policy, the Council needs to approve accounts to write-off before they are written off and/or sent to collections. The list of accounts proposed to write off is attached to the report, and are all over 120 days past due.

CURRENT SITUATION:

The collections agency (Advantage Financial Credit Services) will be sent accounts totaling \$26,018.12 (which includes the allowable interest). The remaining interest not allowed to go to collections will be written off. The last time utility accounts were written off was December 2024.

ANALYSIS:

- A. **STRATEGIC PLAN** No direct impact to the strategic plan.
- B. **FINANCIAL** **\$26,018.12** in utility bills are deemed uncollectible by the city and will go to Advantage Financial Credit Services. The remaining interest of \$30,349.89 and accounts for a deceased person or in bankruptcy of \$1,846.98 will be written off. The total amount to be written off the books is only approximately 0.7% of the \$7.5 million water, sewer, and storm revenues.

- C. **TIMING** Staff would like to get the utility accounts sent to collections as soon as possible.
- D. **POLICY/LEGAL** These write-offs need to be approved by the Council per the Allowance for Doubtful Accounts Policy.

ALTERNATIVES:

A. Take No Action - The Council could take no action on this matter; this would leave the past due accounts on the city's books.

RECOMMENDATION:

Staff recommends the City Council approve the utility billing accounts to be sent to collections.

ATTACHMENTS:

1. Utility Billing Write-Offs

Utility Billing

ACCOUNT #	NAME	DATE FINALED	TOTAL DUE	FINAL BILL WAS	INTEREST TO WO	AMOUNT TO COLLECTIONS
000569-001	IRMA MORALES	6/20/2025	\$ 481.03	\$ 212.53	\$ 161.29	\$ 319.74
002874-000	THE HAIR CO	9/22/2025	\$ 314.98	\$ 189.04	\$ 30.57	\$ 284.41
006272-002	JOHNY YBANEZ	8/20/2025	\$ 103.13	\$ 55.89	\$ 19.05	\$ 84.08
006527-001	FRANCINE TOOMBS	9/25/2024	\$ 579.26	\$ 102.10	\$ 425.65	\$ 153.61
0006897-002	LORI HARRISON	8/19/2024	\$ 391.80	\$ 62.36	\$ 297.99	\$ 93.81
008830-001	BLAKE POSTON	10/17/2025	\$ 77.57	\$ 51.56	\$ -	\$ 77.57
008989-000	KARLA PALMER	9/6/2024	\$ 3,540.56	\$ 583.72	\$ 2,692.82	\$ 847.74
009577-000	TONIA MILLER	1/30/2025	\$ 875.25	\$ 232.10	\$ 526.08	\$ 349.17
010621-002	MARSHA FLORES	11/5/2025	\$ 215.95	\$ 134.09	\$ 20.96	\$ 194.99
11834-000	MAGDALENA QUINTERO	8/20/2024	\$ 2,263.97	\$ 360.32	\$ 1,721.89	\$ 542.08
012001-000	LEON CANARE	11/19/2024	\$ 427.12	\$ 92.34	\$ 288.20	\$ 138.92
012124-000	ROXANNE JOYCE	9/2/2025	\$ 31.45	\$ 18.87	\$ 3.05	\$ 28.40
013222-000	CHRISTINA HAYMES	11/7/2024	\$ 591.04	\$ 119.29	\$ 417.46	\$ 173.58
013501-000	MICHAEL TRUEAX	10/21/2024	\$ 512.53	\$ 100.05	\$ 362.01	\$ 150.52
013685-000	JOSE CORDONA	8/20/2025	\$ 854.62	\$ 463.14	\$ 157.85	\$ 696.77
013860-001	ANGELA GARCIA	9/22/2025	\$ 376.59	\$ 226.02	\$ 36.55	\$ 340.04
014347-000	SAAS RESTAURANT VENTURES	6/13/2024	\$ 5,653.29	\$ 662.35	\$ 4,549.71	\$ 1,103.58
014516-000	MARCILA GARCIA	9/10/2024	\$ 520.20	\$ 91.69	\$ 382.25	\$ 137.95
014629-000	RAMON COVARRUBIAS JR	3/20/2025	\$ 1,456.82	\$ 473.83	\$ 743.97	\$ 712.85
014633-000	DIANA CANO-FLORES	4/17/2025	\$ 385.01	\$ 137.02	\$ 196.61	\$ 188.40
014768-000	TERESA CAPETILLO	9/10/2024	\$ 5,325.81	\$ 860.03	\$ 4,050.62	\$ 1,275.19
014834-000	SANDRA MONCADA	3/3/2025	\$ 234.26	\$ 70.72	\$ 130.76	\$ 103.50
015237-000	JONI TOMASKOVICH	10/17/2025	\$ 104.98	\$ 69.78	\$ -	\$ 104.98
015237-001	JONI TOMASKOVICH	6/2/2025	\$ 684.39	\$ 281.24	\$ 273.63	\$ 410.76
015239-000	JENNIFER KOSKIE/KRIS STRONG	5/19/2025	\$ 597.77	\$ 236.25	\$ 273.82	\$ 323.95
015249-001	ASHLEY SAUER	8/19/2025	\$ 749.27	\$ 379.08	\$ 197.69	\$ 551.58
015351-000	KRISTINA SMITH/JEFFREY WURTZ	6/20/2025	\$ 283.95	\$ 125.45	\$ 95.21	\$ 188.74
015373-000	KATHERINE SUTHERLAND	10/20/2025	\$ 452.97	\$ 301.08	\$ -	\$ 452.97
015387-000	QIRI ONT LLC	2/25/2025	\$ 884.02	\$ 259.61	\$ 493.45	\$ 390.57
015387-001	QIRI ONT LLC	2/25/2025	\$ 5,309.91	\$ 1,559.41	\$ 2,963.86	\$ 2,346.05
015422-000	BARBARA REIDEL	11/29/2025	\$ 576.20	\$ 383.00	\$ -	\$ 576.20
015530-000	CAROLYN HAVERMAN	7/29/2024	\$ 707.68	\$ 101.70	\$ 554.68	\$ 153.00
015753-000	RUSSELL SPOTSWOOD JR	9/22/2025	\$ 227.25	\$ 136.39	\$ 22.06	\$ 205.19
015800-000	THE COMPETITION-JACOB	11/5/2025	\$ 114.09	\$ 78.32	\$ -	\$ 114.09
016158-000	MIGUEL ALMARAZ	2/19/2025	\$ 169.35	\$ 49.73	\$ 94.53	\$ 74.82
016251-000	NATALIE SWENSEN	12/3/2025	\$ 267.04	\$ 180.50	\$ -	\$ 267.04
016243-000	TRINITY RUSSELL	11/19/2024	\$ 487.18	\$ 105.33	\$ 328.72	\$ 158.46
016249-000	CHERI BRUMFIELD	9/15/2025	\$ 51.64	\$ 30.99	\$ 5.01	\$ 46.63

Utility Billing

ACCOUNT #	NAME	DATE FINALED	TOTAL DUE	FINAL BILL WAS	INTEREST TO WO	AMOUNT TO COLLECTIONS
016524-002	CHRISSY LACHAPELLE	12/18/2024	\$ 286.11	\$ 68.51	\$ 183.05	\$ 103.06
016524-003	CHRISSY LACHAPELLE	12/5/2024	\$ 746.20	\$ 164.44	\$ 503.49	\$ 242.71
016529-000	CHARMIN VELEZ	5/20/2025	\$ 364.51	\$ 145.42	\$ 145.75	\$ 218.76
016581-001	MARIAH MACHUCA	8/4/2025	\$ 324.12	\$ 164.10	\$ 85.52	\$ 238.60
016671-000	TRAVIS BRONCHEAU	11/19/2024	\$ 1,872.61	\$ 404.85	\$ 1,263.54	\$ 609.07
016674-000	CARA RODRIGUEZ	9/20/2024	\$ 566.51	\$ 99.85	\$ 416.29	\$ 150.22
016754-000	FELICIA JOHNSON	11/19/2025	\$ 461.87	\$ 307.01	\$ -	\$ 461.87
016804-000	TARA CHILES/ HOWARD ROBINSON	7/3/2025	\$ 274.16	\$ 123.54	\$ 91.93	\$ 182.23
016805-000	CASSANDRA GARCIA	8/7/2025	\$ 708.70	\$ 354.30	\$ 186.98	\$ 521.72
016833-000	MICHELLE FREY	5/2/2024	\$ 263.68	\$ 77.52	\$ 210.48	\$ 53.20
016925-000	DARREN ELLIOTT	6/20/2025	\$ 286.34	\$ 126.52	\$ 96.01	\$ 190.33
017044-001	TRINITY POPERTY MGMNT	12/11/2025	\$ 2,134.09	\$ 1,478.08	\$ -	\$ 2,134.09
017047-001	LINDA LOPEZ	8/15/2025	\$ 426.62	\$ 216.28	\$ 112.56	\$ 314.06
017100-000	SABRINA ESCOBEDO	10/8/2025	\$ 197.25	\$ 121.98	\$ 19.15	\$ 178.10
017102-000	KELLEE PETROSS	9/22/2025	\$ 228.24	\$ 136.99	\$ 22.15	\$ 206.09
017103-000	NICHOLAS SULLIVAN	8/20/2025	\$ 729.01	\$ 395.07	\$ 134.65	\$ 594.36
017125-000	JAIME FIGUEROA	4/21/2025	\$ 189.85	\$ 68.38	\$ 86.97	\$ 102.88
017151-000	RONALD MORGAN	5/20/2025	\$ 71.36	\$ 28.47	\$ 28.53	\$ 42.83
017166-000	ASHLEY APODACA	9/29/2025	\$ 245.54	\$ 147.37	\$ 23.83	\$ 221.71
017206-000	BRIAN PEACE	7/14/2025	\$ 117.00	\$ 56.59	\$ 39.23	\$ 77.77
017213-000	PABLO TORRES	3/20/2025	\$ 179.33	\$ 58.33	\$ 91.58	\$ 87.75
017228-000	CARLOS DIJAR DURAN/ ZACH CARLSON	10/3/2025	\$ 119.27	\$ 79.28	\$ -	\$ 119.27
017231-000	SAMUEL SHARP	10/2/2024	\$ 392.29	\$ 72.51	\$ 288.26	\$ 104.03
017237-000	WHITE FAMILY MEDICINE	7/14/2025	\$ 158.58	\$ 77.60	\$ 41.84	\$ 116.74
017251-000	BABY DUBAY	9/16/2025	\$ 540.76	\$ 305.82	\$ 99.88	\$ 440.88
017304-000	CRUSHIN IT	8/28/2024	\$ 361.17	\$ 57.48	\$ 274.70	\$ 86.47
017304-001	CRUSHIN IT	8/28/2024	\$ 552.83	\$ 87.98	\$ 420.47	\$ 132.36
017318-000	JIMMY MC CLAIN	7/19/2024	\$ 1,241.37	\$ 178.39	\$ 972.99	\$ 268.38
017320-000	ALIANA GARZA	12/2/2024	\$ 275.46	\$ 63.49	\$ 185.86	\$ 89.60
017324-000	HOPE OROZCO	6/6/2025	\$ 653.33	\$ 265.50	\$ 261.21	\$ 392.12
017348-000	THE CURB	9/22/2025	\$ 444.64	\$ 266.86	\$ 43.16	\$ 401.48
017374-000	LESLIE SAENZ	10/28/2025	\$ 184.62	\$ 122.72	\$ -	\$ 184.62
017427-000	DEBRA JACKS	10/20/2025	\$ 236.42	\$ 157.15	\$ -	\$ 236.42
017452-000	SAMLA TAPIA SAUCEDO	6/20/2025	\$ 357.32	\$ 157.87	\$ 119.81	\$ 237.51
017458-000	SHEILA MARIE HARROD	7/10/2025	\$ 532.61	\$ 239.78	\$ 178.59	\$ 354.02
017474-000	STEPHANIE VOTROUBEK	1/21/2025	\$ 721.95	\$ 191.44	\$ 433.94	\$ 288.01
017486-000	MARK & NATASHA FERRARI	5/20/2025	\$ 476.14	\$ 189.95	\$ 190.37	\$ 285.77
017510-000	ANNALISA SCHIFFHAUER	1/30/2025	\$ 153.27	\$ 40.64	\$ 92.12	\$ 61.15

Utility Billing

ACCOUNT #	NAME	DATE FINALED	TOTAL DUE	FINAL BILL WAS	INTEREST TO WO	AMOUNT TO COLLECTIONS
017515-000	GLEN BAILEY	4/21/2025	\$ 789.78	\$ 284.50	\$ 361.78	\$ 428.00
017611-000	DAVID DEAN	6/20/2025	\$ 226.26	\$ 99.96	\$ 75.87	\$ 150.39
017622-000	JUAN TORRES	9/9/2025	\$ 123.42	\$ 72.33	\$ 22.80	\$ 100.62
017663-000	DARREN ARMIN	9/22/2025	\$ 273.49	\$ 164.14	\$ 26.55	\$ 246.94
	TOTAL		\$ 56,368.01	\$ 17,495.91	\$ 30,349.89	\$ 26,018.12

000137-001	ROMUALDO FIGUREROA (TMR-2)	10/21/2024	\$ 259.56	\$ 76.23	\$ 144.88	\$ 114.68	DECEASED
004011-002	RITE AID CORP #5400	7/1/2025	\$ 571.46			\$ 571.46	BANKRUPTCY
007966-000	TERESA PEOVICH	9/22/2025	\$ 380.50	\$ 228.37	\$ 36.93	\$ 343.57	DECEASED
009156-000	JO ANN STORES, INC	2/20/2025	\$ 107.79	\$ 97.33		\$ 107.79	BANKRUPTCY
0153555-000	VERNS CUSTOM RANCH CONST	11/19/2025	\$ 257.25	\$ 189.37	\$ -	\$ 257.25	DECEASED
015705-000	DEWAYNE ELSPERMAN	9/15/2025	\$ 270.42	\$ 199.07	\$ -	\$ 270.42	DECEASED

\$ 1,846.98

\$ 58,214.99



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council
FROM: Andy Wood, Airport Manager
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **NEW HANGAR BUILD LAND LEASE: 143 CESSNA**
DATE: May 12, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE LAND LEASE FOR JEFFERY BOOS TO LEASE AIRPORT LAND AND HANGAR BUILD A NEW HANGAR ON 143 CESSNA AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

Jeffery Boos visited several local airports and decided to lease land at Ontario Municipal Airport to build a purpose-built hangar. This fall, he plans to attend Treasure Valley Community College to get his pilot license reinstated and earn his instrument rating using the G I Bill.

BACKGROUND:

Jeffrey Boos was born in 1964 in Wisconsin and grew up in Meridian, Idaho. He loved aviation his whole life, and at nineteen joined the Air Force Quote, “because I knew that’s where I belonged.” He spent thirty years serving, and during that time got his private pilot’s license at twenty-eight. That’s when he really caught the bug to build his own plane. He started working on a Vans RV-4 and got pretty far with it, but he ended up having to sell it due to some health issues. But aviation never left his mind. In 2007, he picked it back up and started building a Vans RV-9. He worked on it for a couple of years, then his career and other ventures prevented him from continuing for about fifteen years. Recently, he has gotten back into it and is almost done.

CURRENT SITUATION:

He would like to acquire a land lease to build a future hangar in Ontario so he can finish the RV-9 and keep flying.

ANALYSIS:

- A. **STRATEGIC PLAN** None.
- B. **FINANCIAL** Current land lease rates apply.

- C. **TIMING** Critical to completing the build requirements for finalizing the design and set out of the build.
- D. **POLICY/LEGAL** Terms and conditions of the non-commercial land lease agreement.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends the City Council approve the land lease agreement and construction of the purpose-built hangar for Jeffery Boos at 143 Cessna.

ATTACHMENTS:

1. 143 Cessna - Airport Ground Lease for Aeronautical Use Improvements (non-commercial ground Lease)_20260521_14A



NON-COMMERCIAL AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(143 Cessna Hangar Lease)

This Non-Commercial Airport Ground Lease for Aeronautical Use Improvements (Define Use i.e. Hangar) (this "Lease") is dated effective for all purposes as of 01 July 2026, (the "Effective Date") and is entered into between City of Ontario ("Landlord"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Jeffery Boos ("Tenant"), whose address is 20408 Middle Road, Caldwell, Idaho 83607.

RECITALS:

- A. Landlord is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located in Ontario, Oregon (the "Airport"). Landlord is the owner of certain real property at the Airport consisting of approximately 2,070 total square feet of land commonly known as 581 SW 33rd Street and 143 Cessna, Ontario, Oregon 97914 (the "Property"). As of the Effective Date, an approximately 2,070 square foot aircraft hangar (the "Improvement(s)") has been located on or about the Property. The Property is identified and depicted in the attached Exhibit A.
- B. Tenant desires to lease the Property from Landlord for purposes of owning and operating the Improvements at the Airport. Subject to the terms and conditions contained in this Lease, Tenant will lease the Property from Landlord, and Landlord will lease the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

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

1. LEASE; OCCUPANCY

Lease Term Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease, Tenant's right to possession of the Property, and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until 1 July 2046 (not to exceed 20 years) (the "Initial Term"), unless sooner terminated as provided under this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and Extended Term (as defined below), if applicable.

Extended Term. If Tenant is not then in default under this Lease, Tenant has the option (the "Extension Option") to extend the Initial Term for one consecutive additional term of 10 years (the "Extended Term"). Tenant will exercise the Extension Option by providing Landlord written notice (the "Notice of Extension") no less than one hundred twenty (120) days prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Lease, providing the Notice of Extension will be sufficient to make this Lease binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below), (b) Additional Rent (as defined below), and (c) Tenant will no longer have the Extension Option that has been exercised once and will require a new Lease negotiated to continue a Lease. THE ONE TIME EXTENSION WILL BE DOCUMENTED BY AN ADDENDUM TO THE ORIGINAL LEASE SIGNED AND DATED BY BOTH PARTIES. 143 Cessna

- 1 **Airport Facilities.** Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's common hangar related facilities (if any) and Airport approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of Tenant's use of the Property for the Permitted Use (as defined below). Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).
- 1 **Tenant's Financial Capability; Authority; Improvement Ownership.** Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (d) Tenant is the sole, fee simple owner of the Improvements and no other person has any ownership, rights, and/or interests in and to the Improvements (except Landlord as provided under this Lease); and (e) the Improvements are free from all Encumbrances (as defined below) and Tenant will keep the Improvements and Property free from all Encumbrances. Tenant represents, warrants, and covenants that as of the Effective Date, (y) Jeffery Boos is Tenant's only member and no other person has any ownership rights and/or interests in and to Tenant, and (z) Jeffery Boos has full power and authority to sign and deliver this Lease on behalf of Tenant. For purposes of this Lease, the term "Encumbrance(s)" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.
- 1 **No Representations or Warranties.** Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Property. Tenant accepts the Airport and Property in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Provided Tenant is not in default of this Lease, Landlord will defend Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the Lease Term. Except for Landlord's covenant of quiet enjoyment contained in the immediately preceding sentence, Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Property. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport, Improvements, and/or Property.
- 1 **Land Leases.** Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees that Landlord's Lease of the Property to Tenant is conditioned on Tenant's timely payment and performance of all its obligations arising out of this Agreement. A Tenant default under this Lease constitutes a default by Tenant of all conditions of the Lease.
- 1 **Parking Area.** The Parking Area consists of two public parking areas, one on SW 33rd Street and one on Airport Way. No vehicle or any other items (including trailers) may be parked outside of the hangar building other than in a designated area approved by the Airport Authority and included as part of the leased area. The owner of the hangar may park their vehicle inside the hangar while they are using their aircraft otherwise, they must be parked in the public parking area or approved designated area as noted above. All visitors or people flying with the owner must park their vehicle in the Public Parking area and be escorted onto the airport. **Under no circumstances may the hangar owner give the code to unauthorized persons.**

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual Base Rent, without offset, in the amount of \$383.15 (\$0.1851 per square foot), per year ("Base Rent"). Base Rent is payable annually in advance of each year on or before the 30th day of June. An invoice from Landlord will be sent, but all parties understand the rent is due and payable whether an invoice is 143 Cessna

sent or not. A Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be prorated with respect to any partial year in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

Base Rent Escalation. Notwithstanding anything contained in this Lease to the contrary, Landlord may adjust (increase or decrease) the Base Rent at any time and from time to time during the Lease Term through Council resolution. Landlord will provide Tenant no less than 30 days' prior written notice of any Base Rent adjustment. Unless otherwise adjusted by Council resolution, commencing on the first-year anniversary of the Effective Date, during each year of the Lease Term upon the anniversary of the Effective Date, Base Rent will escalate (increase) as per the current rate schedule over Base Rent for the immediately preceding twelve-month period. Tenant will pay the Base Rent established by Landlord from time to time.

2.3 Additional Rent.

- 2 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property and/or Improvements (collectively, "Additional Rent") If any: (a) None.
- 2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the ownership (in the case of the Improvements), use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property and/or Improvements, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, and power, so to not incur any liens against the Landlord property.
- 2 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property (including, without limitation, the Improvements), and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority, so to not incur any liens against the Landlord property.

3. USE OF PROPERTY

Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for Tenant's operation (as defined below) and maintenance, repair, use, and/or operation of the Improvements (collectively, the "Permitted Use"). Tenant will not use the Property for any purpose other than the Permitted Use. For purposes of this Lease, the term "Permitted Use" means Tenant's Private Aircraft Hangar on the Property.

Conditions, Limitations, and Restrictions. In addition to any other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Improvements, and/or Airport:

Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Property, Improvements, and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease the Property and occupy and use the Improvements for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly 143 Cessna

affecting the Property, Improvements, Airport, and/or Permitted Use, including, without limitation, fire and/or building codes, Airport Master Plan, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder, if applicable), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Title 3, Chapter 9 of Landlord's municipal code, Landlord's policies governing agreements involving the lease, use, and/or disposition of Airport property for aeronautical activities, and the Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

Tenant will store all aircraft, vehicles, machinery, equipment, tools, and/or supplies within the Private Hangar and in a safe, neat, clean, and orderly manner; Tenant will not permit any machinery, aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on or about the Property outside of the hangar. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property and/or Improvements. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable laws, Tenant may use, store, and/or otherwise handle on or in the Property only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances from the Property. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

Tenant will conform and comply with all rules and regulations concerning the Airport, Improvements, and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective 30 days after Landlord provides Tenant written notice of such adoption or amendments.

Aviation Base and Aeronautical Uses. Tenant's use of the Property and Improvements is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property and Improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with, Landlord's operations and/or those of other Tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport 143 Cessna

property, and/or aeronautical activities is specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

- 3 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, improvements, aprons, fuel areas, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Property, Improvements, and/or Airport (including, without limitation, the Parking Area). Tenant is responsible for securing and safeguarding the Property, Improvements, and all aircraft and other personal property located on or about the Property. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.
- 3 Construction Activities. Tenant's use of the Property and/or Improvements may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Property, Improvements, and/or Airport due to the aforementioned activities.
- 3 Non-Discrimination; Unfair Practices. Tenant covenants and agrees that they will (a) maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Property and/or Improvements; and (c) in the construction of any improvements on, over, and/or under the Property and/or Improvements and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.
- 3 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Improvements and/or Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property and/or Improvements. Tenant will provide Landlord copies of any written documentation related to the foregoing.
- 3 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and

(b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

4. ALTERATIONS

Except any ordinary and necessary Improvement maintenance and/or repairs performed (or caused to be performed) by Tenant, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property and/or Improvements of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on or to the Property and/or Improvements (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Property and/or Improvements and

surrounding property. Subject to Section 8.4 and 8.5, Alterations performed in or to the Property and/or Improvements by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a “no objection” determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations.

5. MAINTENANCE AND REPAIRS

- 5 Landlord Maintenance and Repairs. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (and/or the Improvements), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Improvements will be made by Tenant at Tenant’s cost and expense.
- 5 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant’s cost and expense, the Property and Improvements (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Property and Improvements, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant’s cost and expense, the following maintenance and repairs:
- 5 Repair and maintain the roof and exterior walls of the structure in a new condition with the exception of fading of the paint.
 - 5 Repair and maintain the plumbing system (environmental issues), electrical system (fire hazard), fire hose connections, fire sprinkler and standpipe and hose, and all other aspects of the fire extinguishing system, including, without limitation, the fire alarm and/or smoke detection systems and equipment.
 - 5 Repair and maintain the sidewalks, driveways, and landscaping, including, without limitation, all necessary or appropriate snow removal associated to the lease of the building site.
 - 5 All trash collection and removal, and washing required to keep the Property and Improvements clean and orderly.
 - 5 All repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant’s Agents.
 - 5 All repairs, maintenance, and/or improvements required under Tenant’s obligation to comply with the Laws.

If Tenant fails or refuses to perform or complete the repairs, maintenance, and/or improvements required under this Section 5.2 within 10 days after Landlord’s written notice, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant; provided, however, if Tenant’s failure or refusal to perform or complete the repairs, maintenance, and/or improvements causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Landlord may make the repair or improvement or perform the maintenance (and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant) without first having provided Tenant written notice. Tenant will reimburse Landlord for the costs and expenses of repairs, improvements, and/or maintenance on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

- 5 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.
- 5 Tenant will keep the Property and Improvements free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the Encumbrance or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 Transfer.

- 6 Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease, the Property, and/or Improvements (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, condition, and/or delay. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of 51% or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.
- 6 Tenant will provide Landlord no less than 30 days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Property and Improvements is consistent with the terms of this Lease and that Landlord's interests in the Property, Airport, and Improvements will not be adversely affected in any material respect; (b) At the discretion of the Landlord, the Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; and (d) any other conditions that Landlord may reasonable impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.1 is reasonable under this Lease.
- 6 If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further

Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Improvements, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

Tenant Insurance. Tenant will keep the Improvements insured against fire and other risks covered under a standard fire insurance policy. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property (aircraft related), of the Tenant located in or on the Improvements. The amount of the insurance will be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Property and/or Improvements, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability insurance. Tenant's general liability insurance required to be carried under this Section 6.3 will have a general aggregate limit of no less than \$2,000,000.00, a per occurrence limit of no less than \$2,000,000.00; the aircraft liability insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary, and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant 90 days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property and/or Improvements provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport, Improvements, and/or Property; (c) Tenant's use of the Property, Improvements, and/or Airport; (d) Tenant's construction, maintenance, repair, and/or occupancy of the Property and/or Improvements and/or any condition of the Property and/or Improvements; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property and/or Improvements; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease. 143 Cessna

- 6 Reconstruction After Damage. If the Improvements are damaged or destroyed by fire or any other cause at any time during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Improvements. The completed repair, restoration, and/or replacement Improvements will be equal in value, quality, and use and will be restored to the condition of the Improvements immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Improvements, which repairs and restoration will be completed no later than three hundred sixty-five (365) days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Improvements, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.
- 6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. DEFAULT; REMEDIES

Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 10 days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within 30 days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 30 days; and/or (e) Tenant's failure for 30 days or more to occupy the Property and Improvements for the Permitted Use.

Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property and Improvements, and remove any persons or property (including the Improvements) by legal action or by self-help with the use of reasonable force and without liability for damages.

Following reentry or abandonment, Landlord may relet the Property, and in that connection may make any suitable alterations or refurbish the Property or Improvements (or both), or change the character or use of the Property and/or Improvements, but Landlord will not be required to relet the Property and/or Improvements for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Property, or to any Tenant which Landlord may reasonably consider objectionable. 143 Cessna

Landlord may relet all or part of the Property or Improvements, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new Tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Property and Improvements (if applicable) upon termination and leave the Property and Improvements (if applicable) in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Property and/or Improvements for the period commencing on the earlier of the date of default or the date the Property and/or Improvements are relet and continuing through the end of the Lease Term.

Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant; (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

Improvements and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Property and Improvements maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Property and Improvements (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris. If Tenant fails to timely surrender the Property and Improvements in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord 143 Cessna

for all costs and expenses Landlord incurs to cause the Property and Improvements to be surrendered in accordance with this Section 8.1 with interest at 12% per annum from the date of expenditure by Landlord until paid in full.

~~Tenant Personal Property Removal Obligations~~. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property and Improvements all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely (specified by Landlord in writing) remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at T's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

~~Holdover~~ 8.1B Tenant does not vacate and surrender the Property and Improvements in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a Tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extension), except that Base Rent will be equal to 150% of the then applicable Base Rent. Failure of Tenant to timely surrender the Property and Improvements and remove its aircraft, vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

~~Removal and Ownership~~. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Improvements and/or Alterations from the Property (and surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) purchase the Improvements in accordance with Section 8.5. If Tenant fails to timely remove the Improvements and/or Alterations from the Property under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (y) cause the Improvements and/or Alterations to be removed at Tenant's cost and expense, and/or (z) treat Tenant as a holdover Tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Improvements and/or Alterations and Property's restoration with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

~~Landlord Purchase~~. If Landlord purchases the Improvements in accordance with Section 8.4, Landlord will purchase the Improvements for the fair market value of the Improvements as of the expiration or earlier termination of this Lease. The purchase will be made effective as of the date of the expiration or earlier termination of the Lease. Landlord will obtain ownership of the Improvements free and clear of all Encumbrances, including, without limitation, any Tenant rights or interests in and to the Improvements. Tenant will sign and deliver all documents and instruments Landlord determines necessary or appropriate to effectuate the transfer and conveyance of the Improvements.

~~Fair Market Value~~. If Landlord elects to purchase the Improvements, then the fair market value of the Improvements will be determined by the parties through good faith negotiation, which the parties will commence at least 90 days before the expiration or earlier termination of the Lease (unless not known) and 143 Cessna

pursue with diligence. If the parties cannot reach agreement within 30 days, then the fair market value will be determined by the following process:

- 8 no later than 90 days before the expiration or earlier termination of this Lease, each party will submit in confidence its written evaluation of the fair market value of the Improvements. At the same time, the parties will attempt in good faith to appoint a mutually acceptable, independent, qualified appraiser. No later than 30 days after the appraiser is appointed, the appraiser will choose one of the two proposals as the fair market value of the Improvement, which determination will be final and binding.
- 8 If the parties cannot agree on an appraiser, then each party will appoint a qualified, independent appraiser no later than 75 days before the expiration or earlier termination of this Lease. The appraisers appointed by each party will select a qualified, independent appraiser, who will choose one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely appoint a qualified appraiser, then the one appraiser timely appointed will determine the fair market value by choosing one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely submit its evaluation of the fair market value, then the timely submitted evaluation will be the final and binding fair market value of the Improvements.
- 8 Each party will bear one-half of the expense of the mutually appointed appraiser and the entire expense of any appraiser appointed by the party individually. Landlord will pay Tenant the agreed or determined fair market value, as the case may be, no later than 30 days after it is determined; provided, however, if Landlord determines necessary or appropriate, Landlord may pay the agreed or determined fair market value over an installment period not exceeding 48 months. Tenant will defend, indemnify, and hold Landlord harmless for, from, and against all liability and loss arising from Tenant's failure to deliver the Improvements free and clear of all Encumbrances.

9. MISCELLANEOUS

Non-waiver of Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If an Event of Default occurs, Tenant will pay Landlord, within 10 days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

Addressee for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease. 143 Cessna

- 9 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property and Improvements for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord by visual violation). Except in the case of an emergency, Landlord will endeavor to provide Tenant no less than 24 hours' prior written before entering the Property. In addition, Landlord will have the right, at any time during the last 90 days of the Lease Term, to place and maintain upon the Property/Improvements notices for leasing the Property/Improvements. If Rent (or other payment due from Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 10% of the payment or \$100.00, whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.
- 9 Severability; Further Assurance; Governing Law; Venue; Joint and Several. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Malheur County, Oregon. All parties submit to the jurisdiction of courts located in Malheur County, Oregon for any such disputes.
- 9 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).
- 9 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received 30 days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have 30 days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.
- 9 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

[end of lease -signature page immediately follows]

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

LANDLORD:
City of Ontario, an Oregon
municipal corporation

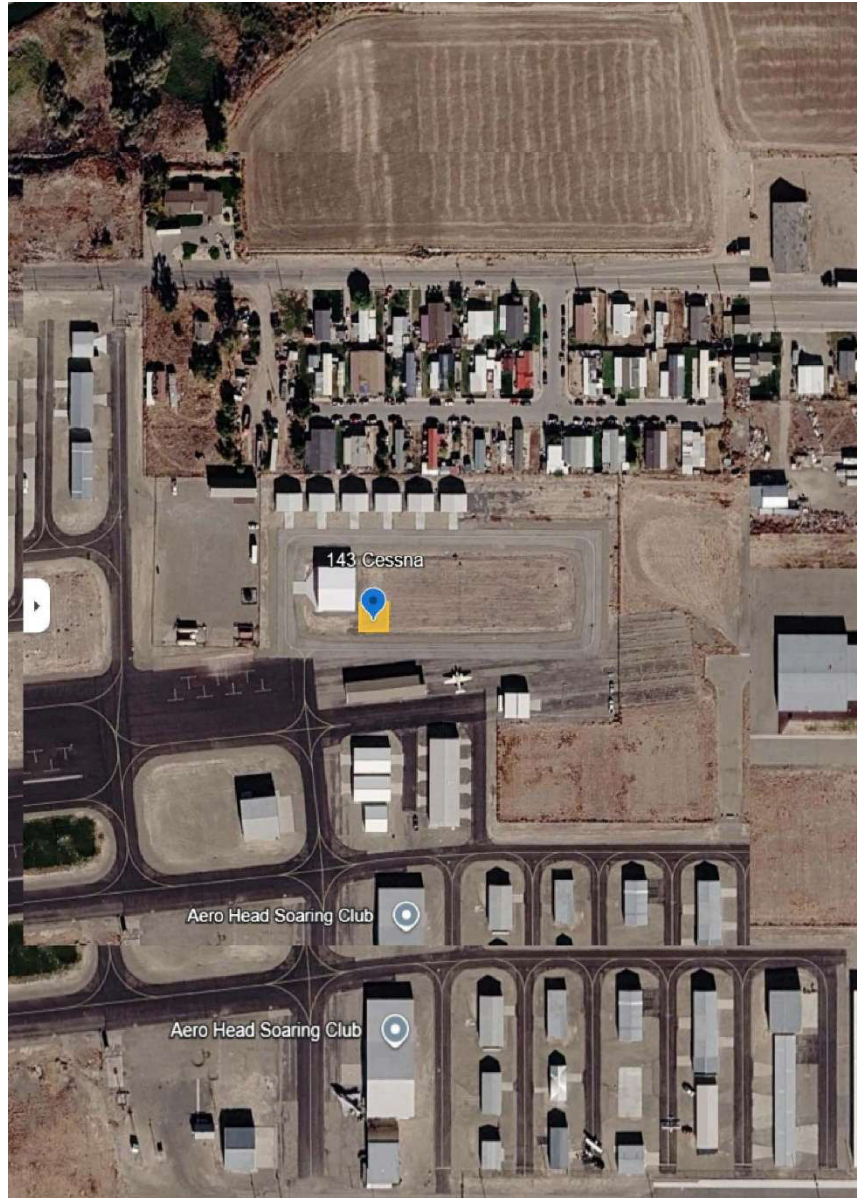
TENANT:
Jeffery Boos

By: Deborah K. Folden, Mayor


By: Jeffery Boos _____

Exhibit A
Property Description and Depiction

[attached]



143 Cessna {44°01'23.69"N 117°00'32.43"W}



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **CONTRACT AND TASK ORDER AWARD: ANDERSON PERRY NEW STORAGE TANK AND PUMP STATION**

DATE: June 1, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT (PSA) AND THE TASK ORDER AWARD TO ANDERSON PERRY FOR THE DESIGN OF THE CITY'S NEW WATER STORAGE TANK AND BOOSTER PUMP STATION, IN THE AMOUNT OF \$721,000 AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The city is in a position to award the engineering services portion of the Safe Drinking Water (SDW) and Water/Wastewater (W/WW) loan that we received last year. After a public solicitation for qualification statements, Anderson Perry was selected for this project.

BACKGROUND:

The city's 2021 Water Master Plan (WMP) identified priority improvements for our drinking water supply, treatment, storage, and distribution. This project was identified as a priority improvement for storage and distribution. In 2024, the city pursued a SDW and Water/Wastewater (W/WW) Loan and was awarded and approved by City Council in 2025. The city then issued a Request for Qualification (RFQ) statement and selected Anderson Perry as the most qualified firm to perform the services. The City received a total of four respondents to the RFQ: RH2 Engineering, Anderson Perry, Keller Associates, and Consor. The Selection Committee included a total of five persons comprised of both Jacobs and City staff, with scoring categories including Project Team Resources and Professional Qualification, Experience, Method of Approach, Availability and Past Performance, and References.

CURRENT SITUATION:

The city is in a position to award the engineering services portion of the SDW/W/WW Loan that we received last year, for \$721,000

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the city's Strategic Plan.

- B. **FINANCIAL** This project will be funded with SDW/W/WW loan dollars.
- C. **TIMING** Time is of the essence in completing the work.
- D. **POLICY/LEGAL** None.

ALTERNATIVES:

Delay this project award and potentially impact future funding program participation.

RECOMMENDATION:

Staff recommends executing the PSA and Task Order for the Engineering Design Services for the city's new storage tank and booster pump station.

ATTACHMENTS:

1. Professional Services Agreement and Task Order - Engineering Services (Anderson Perry)

PROFESSIONAL SERVICES AGREEMENT – ENGINEERING SERVICES

This Professional Services Agreement – Engineering Services (this “Agreement”) is dated effective May 26, 2026 (the “Effective Date”) and is entered into between City of Ontario (“City”), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Anderson Perry & Associates, Incorporated (“Contractor”), an Oregon corporation, whose address is 1901 N. Fir Street, La Grande, Oregon 97850.

RECITAL:

City desires to retain Contractor to perform certain professional engineering services concerning the installation and construction of a new water storage tank, pump station, and related improvements to City’s public water system (the “Project”). Contractor is willing to perform the professional engineering services for and concerning the Project subject to and in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

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

1. Engineering Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following engineering services concerning the Project for and on behalf of City (collectively, the “Services”): (a) those certain engineering services described on the scope of work attached hereto as Schedule 1.1 (the “Scope of Work”); (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described in the Scope of Work; and (c) such other engineering and related services requested by the city manager (as defined below) from time to time. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City; (x) communicate all matters and information concerning the Services to the city manager and perform the Services under the general direction of the city manager; (y) devote such time and attention to performance of the Services as City deems necessary or appropriate; and (z) perform the Services to the best of Contractor’s ability. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. For purposes of this Agreement, the term “city manager” means City’s then-appointed city manager or his or her designee.

1.2 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified in the Scope of Work. Notwithstanding anything contained in this Agreement to the contrary, City’s performance of its obligations under this Agreement is conditioned on Contractor’s performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4. Contractor submitted to City that certain Water Storage Tank and Pump Station – Preliminary Design, Final Design, and Construction Engineering Proposal dated October 29, 2025, attached hereto as Exhibit A (the “Proposal”). City relied on the representations, warranties, and covenants contained in the Proposal when City selected Contractor to perform the Services. Contractor represents, warrants, and covenants to City that the representations, warranties, and covenants contained in the Proposal are true and correct in all respects.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Engineer’s timely performance of the Services in accordance with this Agreement, City will pay Contractor in accordance with the fee schedule attached as Schedule 2.1 (the “Fee Schedule”). Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an “Invoice”). Each Invoice will contain the following information: (a) a summary of the

Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed \$721,000.00 without obtaining City's prior written consent.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any costs and/or expenses Contractor incurs to perform the Services.

3. Relationship.

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

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

4. Representations; Warranties; Covenants.

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

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

4.2 Quality of Services. Contractor will perform the Services diligently, in good faith, in a professional manner, with the care and skill ordinarily exercised by other professionals practicing in Ontario, Oregon (and similar Oregon communities) under the same or similar circumstances at the time the Services are performed, and consistent with the terms and conditions contained in this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable

delay. Contractor will exercise its best efforts to ensure that all materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws (as defined below).

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the types and minimum levels of insurance specified on the attached Schedule 4.3. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City's Representatives (as defined below)) as an additional insured(s) (except the workers' compensation and professional liability insurance policies), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

4.4 Compliance with Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, and 2 CFR § 200.321, 2 CFR § 200.322, and 2 CFR § 200.323, which statutes and regulations are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, the Project, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) (if applicable), the Davis-Bacon Act requirements (if applicable), the Tax Laws (as defined below), the required federal contract provisions contained in Exhibit B, and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force.

4.5 Compliance with Tax Laws. Contractor represents and warrants that it has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318 (individually and collectively, the "Tax Law(s)"). Contractor will comply with the Tax Laws. By signing this Agreement, Contractor certifies, under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Tax Law.

4.6 Indemnification.

4.6.1 To the fullest extent permitted by the Laws, Contractor will indemnify and hold City, and each present and future City officer, official, employee, agent, and representative (collectively, "City's Representatives"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person and/or property caused directly or indirectly by Contractor (and/or Contractor's directors, officers, shareholders, partners, employees, agents, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.6 will survive the termination of this Agreement.

4.6.2 Notwithstanding Contractor's indemnification obligations under Section 4.6.1, Contractor's indemnification obligation for claims of professional negligence will be subject to and limited in accordance with ORS 30.140, namely such indemnification obligation will (a) be limited to only such extent as Contractor's liability or fault is determined by adjudication, alternative dispute resolution, settlement agreement,

or as otherwise agreed by the parties, and (b) not exceed the proportionate fault of Contractor, as determined in accordance with Section 4.6.2(a). Contractor will promptly pay the amount equal to the percentage of its fault determined in accordance with Section 4.6.2(a).

4.7 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, the "Deliverables") to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission for any proper purpose relating to the Services and/or Project, including, without limitation, additions to or completion of the Services. City acknowledges that City's modification and/or reuse of the Deliverables without Contractor's prior approval will be at City's sole risk. Subject to and to the extent permitted under applicable Laws, Contractor will defend all suits and/or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.8 Records. Contractor will maintain complete and accurate books, documents, papers, and records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement and/or the Project for a period of three years, commencing on the later of (a) the date of City's final payment to Contractor under this Agreement, or (b) termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor will provide City access to any Contractor books, documents, papers, and/or records which are pertinent to this Agreement, the Project, and/or the Services upon seventy-two (72) hours' prior written notice.

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

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until Contractor's

completion of the Services, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing any Services.

5.2 City Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon written notice to Contractor upon the occurrence of any of the following events: (a) Contractor fails to perform the Services within the time specified in this Agreement; (b) Contractor engages in any form of dishonesty or conduct involving moral turpitude that reflects adversely on City's reputation and/or operations; (c) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (d) problems occur in connection with Contractor's performance of the Services; and/or (e) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion. Upon receipt of the notice of termination, Contractor must immediately discontinue all Services affected unless the notice directs otherwise.

5.3 Consequences of Termination. Upon termination of this Agreement, (a) City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others and/or for penalties and/or damages arising from the cancellation of such contractual commitments, and (b) after receipt of Contractor's final Invoice, City will pay Contractor (in accordance with Section 2.1) for all Services properly and actually completed by Contractor in accordance with this Agreement through the date of termination; provided, however, City may withhold payment for an amount approximating the fees for the Services that may be in dispute if City furnishes written notice to Contractor containing a description of the basis for the dispute and amount withheld. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action the party may have against the other party. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), and provided City has paid Contractor for all Services not then in dispute in accordance with this Section 5.3, Contractor will deliver to City all materials, records, and documentation concerning the Services and/or Project.

5.4 Remedies. If Contractor breaches or otherwise fails to perform any Contractor representations, warranties, covenants, and/or obligations under this Agreement, City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law and/or in equity. All available remedies are cumulative, may be exercised singularly or concurrently, and survive termination of this Agreement.

6. Miscellaneous.

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

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred

in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

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

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

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof, nor will any waiver constitute a continuing waiver of the same provision or condition. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

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

[signature page follows this page]

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

CITY:

City of Ontario,
an Oregon municipal corporation

By: Deborah Folden, Mayor

Federal Tax Id. No.: _____

CONTRACTOR:

Anderson Perry & Associates, Incorporated,
an Oregon corporation



By: Chas B. Hutchins, President

Federal Tax Id. No.: 93-0640493

Schedule 1.1
Scope of Work

(attached)

SCOPE OF WORK
CITY OF ONTARIO, OREGON - WATER TREATMENT PLANT RESERVOIR
AND PUMP STATION
May 26, 2026

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Contractor) for the Water Treatment Plant Reservoir and Pump Station project (Project) for the City of Ontario, Oregon (City). Notwithstanding anything contained in this SOW to the contrary, all tasks and deliverables will be performed and completed subject to and in accordance with the terms and conditions of that certain Professional Services Agreement - Engineering Services dated effective May 26, 2026, between Contractor and City (Agreement). This SOW is part of the Agreement. The Agreement will control if any terms and/or conditions contained in this SOW conflicts with the terms and/or conditions contained in the Agreement.

The City's 2021 Water System Master Plan (WSMP) identified the need for increased water storage capacity, the replacement of existing storage reservoirs that have exceeded their service life, the need for increased clearwell capacity, and the need for increased water circulation capacity in the water distribution system. Based on improvements noted in the WSMP, the City intends to construct a new prestressed concrete reservoir and a booster pump station adjacent to the existing water treatment plant to provide increased storage capacity, appropriate chlorine contact time via reservoir baffling, and to allow distribution flows to be improved by connecting new discharge piping to the existing 16- and 12-inch pipes in S.E. 5th Avenue. The intent of the Project is to provide additional storage capacity, improve chlorine contact time, and more efficiently convey water to the east side of the City's distribution system. operations. . The Contractor will prepare bidding documents that allow bid options for both a 3 million gallon (MG) and a 4 MG reservoir, allowing the City to select the configuration that best meets future storage requirements and available funding.

The Project will be funded by a combination of Safe Drinking Water Revolving Loan Funds (SDWRLF) and water/wastewater program funds. The Project must follow the standards and requirements of these funding agencies and programs.

The Contractor will design improvements as generally described below:

Booster Pump Station

- Approximately 1,100 square foot concrete masonry unit building as required to house adequate equipment to meet the project need.
- Pumps are anticipated to include three booster pumps ranging from 125 horsepower (Hp) to 300 Hp.
- Mechanical piping, instrumentation, and flow metering.
- Electrical and controls (supervisory control and data acquisition improvements will be coordinated with the City's Integrator of Record).

- Backup power generator and automatic transfer switch.
- Site work, including grading and gravel surfacing around the booster pump station.

Concrete Reservoir

- Prestressed concrete reservoir with a site layout, assumed reservoir dimensions, piping orientation, and appurtenance details to be provided by the Contractor. The Contractor will provide a performance based specification outlining anticipated materials, method of construction, structural/seismic design parameters. reservoir appurtenances, and pre-approved reservoir erectors. Structural drawings of the concrete reservoir are to be provided by the construction contractor as part of their shop drawing submission for review and approval prior to construction.
- Reservoir piping and baffling/mixing measures.
- Site work, including grading and gravel surfacing around the reservoir.

Piping

- Approximately 550 feet of 20- to 24-inch water line from the existing water treatment plant to the reservoir, as determined by hydraulic analysis and as required for a complete connection to the existing treatment plant piping.
- Approximately 150 feet of 16- to 24-inch water line from the new reservoir to the new booster pump station, as determined by hydraulic analysis and as required for a complete connection between the reservoir and the booster pump station.
- Approximately 650 feet of 16- to 24-inch water line from the booster pump station to connect to 16- and 12-inch water lines on S.E. 5th Avenue, as determined by hydraulic analysis and as required for a complete connection to three existing distribution system pipelines.

Existing Facilities

- Modifications or replacement of Finished Water Pumps No. 1 and 2 in the water treatment plant to convey water from the WTP to the new reservoir.
- Yard piping modifications at the existing Eastside Booster Pump Station and Reservoirs as required for the operation of the new booster pump station.

Upon approval by the City for the Contractor to proceed, the Contractor will provide services for the Project tasks included herein.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

The Contractor will provide project management and coordination of all tasks included in this SOW as described below.

1. Prepare for and hold a Project kickoff meeting with the City to review the Project and discuss critical Project issues, objectives, needs, schedule, etc.
2. Prepare an initial Project schedule and provide monthly updates (with invoicing).
3. Participate in monthly update meetings with the design team.

4. Provide monthly invoices and progress reports. Progress reports to include budget status, progress (in terms of schedule and budget percent complete), estimated work to be completed in the next invoice, issues encountered and actions taken for their resolution, any items requiring project team action, and a discussion of identified potential impacts to scope, budget, or schedule. The budget will be tracked at the task level.
5. Provide quality assurance and quality control review of all documents.

General Deliverables

- Kickoff meeting minutes
- Project schedule
- Project updates
- Monthly invoices and progress reports

General Assumptions

- The City will handle all negotiations with individual property owners for any required easements or land needing to be acquired for the Project.
- Monthly invoices are expected to be submitted to the City, per the conditions of the Agreement, unless Project activity is minimal.
- Team virtual Project update meetings will be held monthly.
- City and agency comments on tasks noted herein will be addressed as the design progresses

TASK 2 - PRE-DESIGN REPORT

This task will include developing a Pre-Design Report (PDR). The objective of the PDR is to describe in more detail the key factors and requirements upon which the designed improvements will be based. The PDR will include options with respect to the overall reservoir and booster pump station components including reservoir baffling; pump type; yard and process piping; valving; building type; building mechanical and electrical components; standby power generator; and process monitoring, controls, and instrumentation.

The PDR will also evaluate the potential to maintain the existing Eastside Reservoir and Booster Pump Station in operation with the addition of the booster pump station at the Water Treatment Plant. This evaluation of maintaining the Eastside Reservoir and Booster Pump Station will also include a review of the Malheur Drive Booster Pump Station alternative presented in the Water System Master Plan. The primary goal of this evaluation is to determine if maintaining the Eastside Reservoir(s) and Booster Pump Station is feasible and needs to be accounted for in the design of the new booster pump station.

A draft PDR will be provided to the City for review and comment. The Contractor will incorporate the City's comments into a final PDR to document all decisions made by the City. The Contractor will use the PDR to provide direction of the Project into the 30 percent design phase.

Deliverables

- Draft PDR
- Final PDR

Assumptions

- The Contractor and City will attend one PDR review meeting in person and additional meetings virtually via Microsoft Teams.
- The City will review and provide comments and decisions on the draft PDR.
- The final PDR will be stamped by a professional engineer licensed in the State of Oregon.
- Per the 2021 WSMP, a pre-stressed concrete reservoir is intended to be designed and implemented.
- The City's water model will be updated as part of the PDR. The water model scope of the PDR will include four scenarios: the existing water system; the existing water system and new booster pump station; the existing water system, new booster pump station, and Eastside Reservoir(s) and Booster Pump Station; and the existing water system, new booster pump station, and Malheur Drive Booster Pump Station. All scenarios will be completed using current peak day demands.
- The City will provide historical flow data from the water treatment plant separated into the Eastside (Finished Water Pumps No. 1 and 2) and Westside (Finished Water Pumps No. 3, and 4) systems. This combined data (i.e., Eastside and Westside) will be used to verify/update the water system demands (average day and peak day) presented in the 2021 WSMP to be used in the water model. Additionally, the data from Finished Water Pumps No. 1 and 2 will be used for evaluating the modifications/replacement of the existing Finished Water Pumps No. 1 and 2. Historical flow data shall include information to determine the average day, peak day, and peak hour flows (where available).
- The City will provide historical flow and pressure data from the Eastside Booster Pump Station. Historical flow data shall include information to determine the average day, peak day, and peak hour flows (where available).
- Improvements and/or demolition to the Eastside Reservoir(s) and Booster Pump Station to be designed and constructed as part of this project is minimal. Only the design of improvements required for the new reservoir and pump station system to operate will be included in the PDR and other design services described herein. Improvements to maintain operation or complete demolition of the Eastside Booster Pump Station and Reservoir(s) once the new pump station is in operation is not included in the PDR or any other design services described herein. The minimal improvements are anticipated to include rerouting and connecting yard piping at the Eastside site.
- The PDR will include schematic layout drawings including:
 - Two site layouts of both 3 MG and 4 MG water storage reservoirs and booster pump station
 - One layout of the reservoir piping and baffling
 - One layout of the booster pump station piping, pumps, and major components
 - One layout of the yard piping including tie-in locations to existing piping

- The PDR and all other design services described herein will not include an evaluation/design of the replacement of backwash settling ponds or sludge drying beds that may be disturbed or eliminated as part of the reservoir and booster pump station project.
- The PDR (or the design process) will not include provisions for providing a dedicated fire pump meeting NFPA 20 requirements.
- Draft deliverables will be provided to City in digital PDF format.
- Final deliverables will be provided to City in both hard copy and digital PDF formats.

The PDR services will be considered complete when the final PDR has been provided and approved by the City.

TASK 3 - SITE SURVEY

This task will include a site survey and development of a topographic base map.

1. Complete a topographic design survey of the work area. The topographic design survey will include existing structures, ponds, and utilities (located by others) including pipes, conduits, fire hydrants, water meters, valves, manholes, etc.
2. Provide necessary mapping from the design survey for the Contractor's design purposes.

Deliverable

- Topographic base map including a digital terrain model (DTM) of the Project site (to be presented with the Project preliminary design deliverables).

Assumptions

- The Project boundary is anticipated to extend north of the existing treatment plant site approximately 450 feet and encompass an area of approximately 2 acres (including water line extensions south to S.E. 5th Avenue.
- A formal request for utility locations within the Project boundary will be requested by the Contractor.
- Surveying of any legal property boundaries, rights-of-way (ROW), or easement boundaries is not included in this SOW. Should any ROW or easement acquisition be needed, the City will handle all negotiations and coordination with individual property owners for required easements and any land needing to be acquired for the Project, unless otherwise agreed to as noted in the Additional Services described in this SOW.
- The anticipated survey datum is:
 - Horizontal -- Oregon Coordinate Reference System – Ontario Zone (NAD 83 (2011)) in International Feet.
 - Vertical – NAVD88 (Geoid 18)

The Site Survey services will be considered complete when the topographic base map and DTM has been developed and is ready for design layouts to proceed.

TASK 4 - GEOTECHNICAL REPORT

This task will include conducting an on-site soils investigation, a geotechnical evaluation, and development of a Project-specific Geotechnical Report, as described in the tasks noted below.

1. Conduct an on-site soils investigation (three soils borings and three test pits) to evaluate existing soil properties, groundwater conditions, and base conditions of the proposed locations where the water storage reservoir, booster pump station, and pipelines will be constructed. The intent of the investigation will be to obtain sufficient information to analyze foundation requirements for the new structures and stability of trenches.
2. Log all explorations to document soil conditions for the Project.
3. Provide recommendations for the boring and test pit locations associated with the reservoir and pump station foundations.
4. Complete a laboratory test program on soil samples recovered from the subsurface exploration, if it is needed for the foundation evaluation.
5. Provide a geologic hazards assessment of concerns (liquefaction, slope stability, erosion, settlement) identified during the subsurface exploration and provide recommendations as necessary.
6. Complete a Geotechnical Report to document Project soil conditions to summarize Project recommendations. The information presented will include recommended allowable soil bearing capacities, an assessment of estimated total and differential settlement, a liquefaction assessment, and observations of groundwater conditions. Recommendations for site preparation and foundation design and construction will be provided.

Deliverables

- Draft Geotechnical Report
- Final Geotechnical Report

Assumptions

- City staff will be able to provide excavation for up to three 8-foot deep soil test pits.
- Access to the Project area is available to complete further site investigations as needed (within parameters agreed to by the City).
- The geotechnical evaluation will include seismic considerations.
- Three soil borings will occur at the reservoir site.
- Draft deliverables will be provided to City in digital PDF format.
- Final deliverables will be provided to City in both hard copy and digital PDF format.

The Geotechnical Report services will be considered complete when the final Geotechnical Report has been provided and approved by the City.

TASK 5 - WETLAND DETERMINATION/DELINEATION AND REPORT

A wetland determination/delineation will be conducted to meet U.S. Army Corps of Engineers (USACE) and Oregon Department of State Lands (DSL) standards. Components of this task include:

1. Preliminary Data Gathering - Conduct a preliminary desktop review of the site (published wetland maps, soils map, and other resources as appropriate).
2. Site Visit - Conduct a site visit to identify and map any wetlands on site according to the 1987 USACE Wetland Delineation Manual and the 2008 Arid West Regional Supplement. A Trimble R1 GPS unit with Esri Field Maps app for iPad will be used to survey wetland boundaries and data plots to submeter accuracy. Wetland data sheets and site photographs will be collected to document the results of the site visit and any wetlands found. If no wetlands are found, a memo will be prepared documenting these results.

If wetlands are found, and upon authorization by the City to proceed, the Contractor will perform the following tasks:

1. Report Writing - Prepare a draft Wetland Delineation Report (WDR) presenting the results of the wetland delineation following DSL and USACE guidelines. The Contractor will incorporate reasonable recommendations from the City prior to finalizing the WDR and submitting it to the agencies.
2. Agency Coordination - Consult and coordinate with appropriate representatives and technical specialists from the DSL and USACE to gain concurrence on the WDR.

Deliverables

- Wetland data sheets and photographs
- GIS files of documented wetlands
- Draft WDR
- Final WDR

Assumptions

- The City will provide permission and access for the site visit.
- One-site visit will be required.
- The site visit will be conducted when the weather and ground conditions are suitable for an accurate determination/delineation. Snow, frozen soil, or unrecognizable vegetation may delay the site visit.
- The City will pay the DSL WDR review fee.

Comments from DSL or USACE will be addressed without the need for an additional site visit. If an additional site visit is required, an amendment to this SOW will be prepared.

TASK 6 - CULTURAL RESOURCES ASSESSMENT

This task will include preparing cultural resource documentation in compliance with Section 106 as well as the guidelines set forth by the Oregon State Historic Preservation Office (SHPO). The work includes a

pedestrian and subsurface survey of the Project area, the submittal of an archaeological permit application to SHPO and the Oregon Parks and Recreation Department (ORPD), and Cultural Resources Assessment report. The Contractor will coordinate Project details with the subcontractor and review work prior to submittals.

Deliverable

- Final Oregon Archaeological Permit application
- Draft Cultural Resources Assessment
- Final Cultural Resources Assessment

Assumptions

- Field work will not occur until the Final Oregon Archaeological Permit application has been approved and a final permit is issued.
- The Study Area will be 1-mile radius of the Project footprint for archaeological resources. For aboveground historic resources (buildings, structures, and objects), the Study Area will include the Project Area of Potential Effect and the immediately adjacent parcels.
- No archaeological sites will be recorded.
- Draft deliverables will be provided to City in digital PDF format.
- Final deliverables will be provided to City in both hard copy and digital PDF formats.
- Monitoring is not included in this scope of work. An Inadvertent Discovery Plan will be provided by the subcontractor.

The Cultural Resources Assessment services will be considered complete when the Final Cultural Resources Assessment has been provided and approved by the City, any City review comments are addressed, and submitted to SHPO by the subcontractor.

TASK 7 - ENVIRONMENTAL COORDINATION

This task will include providing Project base maps, shape files, site stormwater calculations, and other minor coordination tasks associated with providing information to the City's Environmental Reviewer. Additionally, the Contractor will prepare Floodplain Development Permit.

Deliverables

- Project base maps with contours/ elevations
- GIS shape files
- Areas of ground disturbance with anticipated depths
- Site stormwater calculations
- Draft Floodplain Development Permit
- Final Floodplain Development Permit

Assumptions

- Natural resources permitting is not anticipated to be required for the Project.
- A site visit is not included in this work; all reviews will be completed using publicly available databases or data provided by the City's Environmental Reviewer.
- Floodplain Development Permit will be submitted to the City. This SOW assumes no involvement from the Malheur County.
- FEMA elevation maps and best available data will be utilized to obtain the base flood elevation. Project designs will be obtained from the design team to provide relevant floodproofing information. This scope of work assumes no work occurs in the floodway (which would require a larger effort to provide a no-rise analysis).
- Modeling for Draft deliverables will be provided to City in digital PDF format.
- Impacts from proposed improvements to the floodplain will not be modeled.
- Final deliverables will be provided to City in both hard copy and digital PDF formats.

The Environmental Coordination services will be considered complete when the requested design related information has been provided and approved by the City/ City's Environmental Reviewer and the final Floodplain Development Permit has been submitted and approved by the City.

TASK 8 - PRELIMINARY DESIGN

This task includes development of a preliminary (30 percent) draft design package generally including design criteria, preliminary Drawings, preliminary Opinion of Probable Construction Cost, and documenting anticipated contracting processes and procedures. The Contractor will also attend an in-person design review meeting with the City's staff at the 30 percent complete stage.

Deliverables

- Design criteria
- Preliminary site, reservoir, booster pump station, and pipeline alignment Drawings utilizing the results of the topographic survey
- Schematic electrical component layout
- Preliminary Opinion of Probable Construction Cost
- Documentation of anticipated contracting processes and procedures
- Preliminary design meeting agenda and meeting notes

Assumptions

- The City will provide digital PDF Record Drawings of the existing East Side Reservoir and Booster Pump Station site from which the Contractor can develop design Drawing Sheets.
- Confirmation of the hydraulic capacity and resulting pressures in the water system based on the selected improvements from the PDR will be verified using the water model. This will

include a scenario with projected 20-year peak day demands and potential system expansion in areas identified by the City, including anticipated demands for the expansion.

- The Contractor will coordinate with City staff to conduct a site visit detailing site conditions that may impact the location of proposed improvements.
- Deliverables will be provided to City in both hard copy and digital PDF formats.

The Preliminary Design services will be considered complete when the preliminary design deliverables have been provided and approved by the City.

TASK 9 - 60 PERCENT DESIGN

This task will include development of 60 percent civil design Drawings, an updated Opinion of Probable Construction Cost, and preliminary electrical design.

Additional items to be developed at the 60 percent design level include:

1. Preparing a list of anticipated Technical Specifications for the proposed improvements.
2. Presenting a request for information related to contracting terms to be included in the Project contract and bidding documents related to insurance coverages, bonding, etc.
3. Attending a virtual design review meeting with the City at the 60 percent complete stage.

Deliverables

- 60 percent draft civil and process mechanical design Drawings
- 60 percent Eastside Reservoir and Booster Pump Station piping and valving modification Drawings
- 60 percent electrical and local controls design Drawings
- 60 percent building mechanical design Drawings
- 60 percent booster pump station structural design Drawings
- 60 percent Opinion of Probable Construction Cost
- List of anticipated Technical Specifications
- Letter requesting preferences/clarification of Contract and Bidding terms
- 60 percent design meeting agenda and meeting notes

Assumptions

- Electrical engineering staff will need to access and have City staff describe existing electrical and control systems.
- City's staff will provide guidance related to any modifications needed to existing system componentry to accommodate proposed improvements.
- The Contractor will not be required to develop Special Provisions related to Idaho State Standards for Public Works Construction for the 60, 90, or final design tasks.

- Deliverables will be provided to City in both hard copy and digital PDF format.

The 60 Percent Design services will be considered complete when the preliminary design deliverables have been provided and approved by the City, and final comments have been addressed.

TASK 10 - 90 PERCENT DESIGN

This task will include development of 90 percent design Drawings, Opinion of Probable Construction Cost, and Technical Specifications.

Additional items to be included in the 90 percent design task include:

1. Visiting the site as needed to prepare the 90 percent design documents.
2. Attending an in-person design review meeting with the City at the 90 percent complete stage.
3. Prepare 90 percent draft design Drawings, Opinion of Probable Construction Cost, electrical design, pump station structural design, and Technical Specifications for the proposed improvements for review by the City.

Deliverables

- 90 percent draft civil and process mechanical design Drawings
- 90 percent Eastside Reservoir and Booster Pump Station piping and valving modification Drawings
- 90 percent electrical and local controls design Drawings
- 90 percent building mechanical design drawings
- 90 percent booster pump station structural design Drawings
- 90 percent Opinion of Probable Construction Cost
- 90 percent Technical Specifications
- 90 percent submittal for regulatory agency review

Assumptions

- Access to the Project area is available to complete further site investigations as needed (within parameters agreed to by the City).
- City staff will provide any final guidance related to modifications needed to existing and proposed system componentry to accommodate improvements.
- Deliverables will be provided to City in both hard copy and digital PDF formats.

The 90 Percent Design services will be considered complete when the 90 percent design deliverables have been provided and approved by the City, funding agency, and regulatory agency, with all pertinent comments being addressed.

TASK 11 - FINAL DESIGN

This task will include development of final design Drawings, final Project Technical Specifications, and final Opinion of Probable Construction Cost.

Additional items to be included in the final design task include:

1. Attending an in-person design review meeting with the City at the 100 percent complete stage.

Deliverables

- Final civil and process mechanical design Drawings
- Final Eastside reservoir and Booster Pump Station piping and valving modification Drawings
- Final electrical and local controls design Drawings
- Final building mechanical Drawings
- Final booster pump station structural design Drawings
- Final Opinion of Probable Construction Cost
- Final Technical Specifications

Assumptions

- Final design documents shall be stamped by a professional engineer licensed in the State of Oregon.
- Deliverables will be provided to City in both hard copy and digital PDF formats.

The Final Design services will be considered complete when the final design deliverables have been provided and approved by the City and regulatory agency and review comments have been addressed.

TASK 12 - BIDDING AND CONTRACT DOCUMENTS

This task includes development of Project bidding and contract documents based on the Engineers Joint Contract Documents Committee (EJCDC) template contract forms.

2. The Contractor will present a letter requesting confirmation of Project bidding processes for review and comment by the City.
3. A draft set of Bidding and Contract Documents will be prepared and delivered to the City for review and comment.
4. Once the City has reviewed and provided comments related to the draft bidding and contract documents, the Contractor will provide a revised final set of bidding and contract documents to the City in both hard copy and digital PDF formats.
5. During the bidding process, the Contractor will
 - Assist the City in advertising and obtaining bids for the work and maintain a record of prospective bidders to whom bidding and contract documents have been issued. The Contractor will attend a pre-bid conference and answer questions from prospective bidders and suppliers.

- Prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents and/or contract documents.
- Consult with the City as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by contractors for the portions of the work where acceptability is required by the bidding and contract documents.
- Attend the bid opening, prepare a bid tabulation, assist the City in evaluating bids, and assist in assembling and awarding the contract for the work.

Deliverables

- Advertisement for Bids
- Instructions to Bidders
- Bidder's Packet (with forms required by the State of Oregon and the Funding Agency)
- Agreement between City and Contractor for Construction Contract
- Contract Forms (including funding agency-required documentation)
- General and Supplementary Conditions of the Contract
- Technical Specifications and Drawings (developed as noted under Task 11 related to the final design documents)

Assumptions

- The City, and its agents acting on behalf of the City, will provide timely review of Project contract documents to adhere to City and Contractor-developed Project bidding timeline.
- Final bidding and contract documents shall be stamped by a professional engineer licensed in the State of Oregon.
- Deliverables will be provided to City in both hard copy and digital PDF formats.

The Bidding and Contract Document services will be considered complete when the Contractor:

- Provides the final bidding and contract document deliverables, provided the final bidding and contract documents have been first approved by the City
- The Project is bid
- A summary of bids received noting any potential concerns or irregularities in the bids is provided
- Provides a notice of intent to award to bidding contractors
- Provides a notice of award to the apparent low bidder (once the bid protest period has passed).

ANTICIPATED PROJECT SCHEDULE

The following tabular Project schedule identifying key tasks to be completed to accommodate a completed and operational Project by December of 2028. It should be noted that this schedule does not account for any reasonably unanticipated or unexpected changes in the design process which are outside the

Contractor's control. Task duration shown below is based upon calendar days and includes City/Agency review time.

Task	Start (Month)	Duration (Weeks)	End (Month)
Executed Agreement	April 2026	—	April 2026
Task 1 – Project Management	April 2026	~85	December 2027
Task 2 – Pre-Design Report	May 2026	~15	August 2026
Task 3 – Site Survey	May 2026	~6	June 2026
Task 4 – Geotechnical Report	May 2026	~25	November 2026
Task 5 – Wetland Delineation Report	July 2026	~8	September 2026
Task 6 – Cultural Resources Assessment	November 2026	~34	July 2027
Task 7 – Environmental Coordination	March 2027	~13	June 2027
Task 8 – Preliminary Design (30%)	July 2026	~20	December 2026
Task 9 – 60% Design	November 2026	~18	March 2027
Task 10 – 90% Design	February 2027	~22	July 2027
Task 11 – Final Design	June 2027	~17	October 2027
Task 12A – Contract Documents	June 2027	~17	October 2027
Task 12B – Bidding / Contract Award	October 2027	~13	January 2028

The Project schedule provided herein is based on current assumptions regarding scope, level of effort, and anticipated review durations.

The Project schedule is contingent upon timely decisions and approvals by the City, as well as timely responses from regulatory and permitting agencies and other third parties. Delays in these activities, changes in Project scope, reasonably unforeseen conditions, or other factors beyond the Contractor's reasonable control may result in adjustments to the schedule; provided, however, all schedule adjustments are subject to the City's review and approval.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Contractor if and when requested by the City in writing. If additional services are requested, the scope and fees will be added by amendment to the Professional Services Agreement - Engineering Services.

1. If requested by the City, the Contractor may assist the City with obtaining any additional permits, applications, outside utility services, etc., necessary for the work. The City will pay all fees associated with any permits and applications, if such fees are required. The Contractor will not be responsible for such fees.

2. Assist the City with coordination with agencies related to potential cultural mitigation. The City will pay all fees associated with any permits and applications, if such fees are required. The Contractor will not be responsible for such fees.
3. Assist the City with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
4. Redesign work when requested to do so by the City, unless redesign work stems from Contractor negligence in design, errors, or omissions. Redesign work includes changes in the design that are beyond the control of the Contractor and/or changes in the Bidding and Contract Documents after such Contract Documents have been approved and accepted by the City.
5. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the Project.
6. Provide additional administrative services as needed in administering the Project, Project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, evaluating audit data, and other support as appropriate to help facilitate the overall Project development in accordance with local, state, and federal requirements.
7. Provide construction engineering services, as required. These services will be captured in a Task Order Amendment. These services may include, but are not limited to, the following:
 - Providing engineering assistance during construction.
 - Reviewing contractor pay applications
 - Providing services related to change orders.
 - Providing construction Project observation.
 - Completing construction contract closeout tasks
 - Preparing project Record Drawings.
8. Perform soil tests and borings, in addition to those noted to be needed for the geotechnical evaluation, as required to evaluate subsurface soil conditions.
9. Provide post-construction engineering services, as required. These services may will be captured in a Task Order Amendment. These services may include, but are not limited to, the following:
 - Providing assistance to the City in connection with the refining and adjusting of any Project equipment or system; in training the City's staff to operate and maintain the Project, equipment, and system; and in developing systems and procedures for control of the O&M of and recordkeeping for the Project.
 - Together with the City, visiting the Project to observe any apparent defects in the completed work, assisting the City in consultations and discussions with the construction contractor concerning correction of such defects, and making recommendations as to replacement or correction of defective work.

- Performing a warranty site visit with the City for the Project in the eleventh month following Substantial Completion to ascertain whether items of construction are subject to correction

10. Other services not described herein requested by the City.

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Schedule 2.1
Fee Schedule

(attached)

2026 HOURLY FEE SCHEDULE

Effective January 1, 2026

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician I	\$ 80.00
Technician II	\$ 90.00
Technician III	\$ 95.00
Technician IV	\$100.00
Technician V.....	\$105.00
Technician VI.....	\$110.00
Technician VII.....	\$115.00
Technician VIII	\$120.00
Senior Technician I	\$125.00
Senior Technician II.....	\$130.00
Senior Technician III.....	\$135.00
Senior Technician IV	\$140.00
Senior Technician V	\$145.00
Senior Technician VI	\$150.00
Senior Technician VII	\$155.00
Senior Technician VIII.....	\$160.00
Senior Technician IX.....	\$165.00
Senior Technician X	\$170.00
Senior Technician XI.....	\$175.00
Senior Technician XII.....	\$180.00
Senior Technician XIII.....	\$190.00
Senior Technician XIV	\$200.00
Senior Technician XV	\$210.00
Senior Technician XVI	\$220.00

ENGINEERING

Engineering Technician I	\$120.00
Engineering Technician II	\$125.00
Engineering Technician III	\$130.00
Engineering Technician IV	\$135.00
Engineering Technician V	\$140.00
Engineering Technician VI.....	\$145.00
Engineering Technician VII.....	\$155.00
Project Engineer I	\$150.00
Project Engineer II	\$155.00
Project Engineer III	\$160.00
Project Engineer IV.....	\$165.00
Project Engineer V.....	\$175.00
Project Engineer VI.....	\$180.00
Project Engineer VII.....	\$185.00
Project Engineer VIII.....	\$195.00
Senior Engineer I	\$200.00
Senior Engineer II	\$205.00
Senior Engineer III	\$210.00
Senior Engineer IV	\$215.00
Senior Engineer V.....	\$220.00
Senior Engineer VI.....	\$225.00
Senior Engineer VII	\$230.00
Senior Engineer VIII	\$235.00
Senior Engineer IX.....	\$245.00
Senior Engineer X.....	\$250.00
Senior Engineer XI	\$255.00
Senior Engineer XII	\$260.00

PROJECT REPRESENTATIVES

Project Representative I	\$110.00
Project Representative II	\$115.00
Project Representative III	\$120.00
Project Representative IV	\$125.00

SURVEYORS

Survey Technician I	\$ 85.00
Survey Technician II	\$ 95.00
Survey Technician III	\$105.00
Survey Technician IV	\$115.00
Survey Crew Chief I	\$125.00
Survey Crew Chief II	\$130.00
Survey Crew Chief III	\$140.00
Survey Crew Chief IV	\$150.00
Professional Land Surveyor I	\$160.00
Professional Land Surveyor II	\$180.00
Professional Land Surveyor III	\$190.00
Professional Land Surveyor IV	\$195.00
Professional Land Surveyor V	\$210.00
Professional Land Surveyor VI	\$215.00

EQUIPMENT AND OTHER

GPS Total Station	\$ 50.00
Robotic Survey Station	\$ 40.00
Total Station	\$ 35.00
Scanning Total Station	\$ 50.00
ATV (4-hour minimum)	\$ 40.00

Resource Grade GPS	\$ 30.00
Electrofischer.....	\$ 35.00
Unmanned Aircraft System (UAS/Drone)	\$ 60.00

GIS RTK GPS/GNSS Unit	\$ 40.00
Procore Project Management Software (\$/Month/\$1M Construction Project Cost).....	\$110.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for standard highway vehicles. Mileage will be charged at \$0.85 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around January 1.

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FEE ESTIMATE



Client: City of Ontario, Oregon
Project: Water Treatment Plant Reservoir and Pump Station
Job No.: 53-105
Prepared for: City of Ontario, Oregon
Prepared by: Trask Ritter, P.E.
Reviewed by: Dave Wildman, P.E.
Date: March 23, 2026

Task Description		Senior Engineer XI \$255		Senior Engineer III \$210		Project Engineer V \$175		Project Engineer II \$155		Engineering Technician VII \$155		Engineering Technician II \$125	
		Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost
Task 1	Project Management and Coordination	63	\$ 16,065	117	\$ 24,570	31	\$ 5,425	29	\$ 4,495	29	\$ 4,495	29	\$ 3,625
Task 2	Pre-Design Report	27	\$ 6,885	37	\$ 7,770	16	\$ 2,800	16	\$ 2,480	65	\$ 10,075	32	\$ 4,000
Task 3	Site Survey	3	\$ 765	2	\$ 420		\$ -		\$ -		\$ -	3	\$ 375
Task 4	Geotechnical Report	2	\$ 510	2	\$ 420	2	\$ 350	2	\$ 310		\$ -		\$ -
Task 5	Wetland Determination/Delineation and Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 6	Cultural Resource Assessment		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 7	Environmental Coordination	9	\$ 2,295	10	\$ 2,100		\$ -		\$ -		\$ -	7	\$ 875
Task 8	Preliminary Design	38	\$ 9,690	65	\$ 13,650	63	\$ 11,025	71	\$ 11,005	79	\$ 12,245	65	\$ 8,125
Task 9	60 Percent Design	27	\$ 6,885	77	\$ 16,170	78	\$ 13,650	96	\$ 14,880	88	\$ 13,640	94	\$ 11,750
Task 10	90 Percent Design	55	\$ 14,025	109	\$ 22,890	120	\$ 21,000	116	\$ 17,980	116	\$ 17,980	116	\$ 14,500
Task 11	Final Design	27	\$ 6,885	76	\$ 15,960	62	\$ 10,850	63	\$ 9,765	60	\$ 9,300	61	\$ 7,625
Task 12	Bidding and Contract Documents	26	\$ 6,630	32	\$ 6,720	32	\$ 5,600	48	\$ 7,440	22	\$ 3,410	16	\$ 2,000
Total		277	\$ 70,635	527	\$ 110,670	404	\$ 70,700	441	\$ 68,355	459	\$ 71,145	423	\$ 52,875

Task Description		Senior Engineer XII \$260		Senior Engineer IX \$245		Senior Engineer V \$220		Senior Engineer VII \$230		Engineering Technician V \$140		Prof. Land Surveyor V \$210	
		Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost
Task 1	Project Management and Coordination	24	\$ 6,240	4	\$ 980	16	\$ 3,520		\$ -		\$ -		\$ -
Task 2	Pre-Design Report		\$ -		\$ -		\$ -		\$ -	1	\$ 140		\$ -
Task 3	Site Survey		\$ -		\$ -		\$ -		\$ -		\$ -	16	\$ 3,360
Task 4	Geotechnical Report		\$ -		\$ -		\$ -	62	\$ 14,260	26	\$ 3,640		\$ -
Task 5	Wetland Determination/Delineation and Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 6	Cultural Resource Assessment		\$ -		\$ -	1	\$ 220		\$ -		\$ -		\$ -
Task 7	Environmental Coordination		\$ -		\$ -		\$ -		\$ -	8	\$ 1,120	8	\$ 1,680
Task 8	Preliminary Design		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 9	60 Percent Design		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 10	90 Percent Design		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 11	Final Design		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Task 12	Bidding and Contract Documents		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total		24	\$ 6,240	4	\$ 980	17	\$ 3,740	62	\$ 14,260	35	\$ 4,900	24	\$ 5,040

Task Description		Survey Crew Chief I \$125		Survey Crew Chief II \$130		Senior Technician XII \$180		Senior Technician V \$145		Senior Technician IV \$140		Technician VII \$115		Senior Technician XII \$180	
		Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost
Task 1	Project Management and Coordination		\$ -		\$ -	2	\$ 360		\$ -		\$ -	78	\$ 8,970		\$ -
Task 2	Pre-Design Report		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 360
Task 3	Site Survey	58	\$ 7,250	58	\$ 7,540		\$ -		\$ -		\$ -		\$ -		\$ -
Task 4	Geotechnical Report		\$ -		\$ -		\$ -	10	\$ 1,450		\$ -		\$ -		\$ -
Task 5	Wetland Determination/Delineation and Report		\$ -		\$ -	9	\$ 1,620		\$ -	75	\$ 10,500	1	\$ 115		\$ -
Task 6	Cultural Resource Assessment		\$ -		\$ -	6	\$ 1,080		\$ -		\$ -		\$ -		\$ -
Task 7	Environmental Coordination	15	\$ 1,875	16	\$ 2,080	19	\$ 3,420	8	\$ 1,160		\$ -	1	\$ 115		\$ -
Task 8	Preliminary Design		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 115	3	\$ 540
Task 9	60 Percent Design		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 720
Task 10	90 Percent Design		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 720
Task 11	Final Design		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 115		\$ -
Task 12	Bidding and Contract Documents		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total		73	\$ 9,125	74	\$ 9,620	36	\$ 6,480	18	\$ 2,610	75	\$ 10,500	82	\$ 9,430	13	\$ 2,340

Task Description		Senior Technician VIII		Consultant Staff Cost Summary		Reimbursables	Subconsultant Costs				Subconsultant	Total
		\$160					Fluent Engineering	Haz-Tech	STRUX	ESA		
		Hours	Est. Cost	Hours	Est. Cost						Est. Cost	110%
Task 1	Project Management and Coordination		\$ -	422	\$ 78,745	\$ 255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,000
Task 2	Pre-Design Report	33	\$ 5,280	229	\$ 39,790	\$ 210	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000	\$ 51,000
Task 3	Site Survey		\$ -	140	\$ 19,710	\$ 1,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,000
Task 4	Geotechnical Report	8	\$ 1,280	114	\$ 22,220	\$ 2,780	\$ -	\$ 11,000	\$ -	\$ -	\$ 11,000	\$ 36,000
Task 5	Wetland Determination/Delineation and Report	16	\$ 2,560	101	\$ 14,795	\$ 205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Task 6	Cultural Resource Assessment		\$ -	7	\$ 1,300	\$ 200	\$ -	\$ -	\$ -	\$ 27,500	\$ 27,500	\$ 29,000
Task 7	Environmental Coordination	8	\$ 1,280	109	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000
Task 8	Preliminary Design	40	\$ 6,400	425	\$ 72,795	\$ 205	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000	\$ 84,000
Task 9	60 Percent Design	60	\$ 9,600	524	\$ 87,295	\$ 205	\$ 27,500	\$ -	\$ -	\$ -	\$ 27,500	\$ 115,000
Task 10	90 Percent Design	60	\$ 9,600	696	\$ 118,695	\$ 205	\$ 33,000	\$ -	\$ 6,100	\$ -	\$ 39,100	\$ 158,000
Task 11	Final Design	40	\$ 6,400	390	\$ 66,900	\$ -	\$ 14,100	\$ -	\$ -	\$ -	\$ 14,100	\$ 81,000
Task 12	Bidding and Contract Documents		\$ -	176	\$ 31,800	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ 2,200	\$ 34,000
Total		265	\$ 42,400	3,333	\$ 572,045	\$ 5,555	\$ 98,800	\$ 11,000	\$ 6,100	\$ 27,500	\$ 143,400	\$ 721,000

ESA = Environmental Science Associates
STRUX = STRUX Engineering LLC
The above fee estimate is provided by Anderson Perry & Associates, Inc., as a preliminary opinion of resources needed to design the proposed project. Staff classifications and hours allocated are subject to change as the project progresses.

Schedule 4.3
Insurance Requirements

Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following types and minimum levels of insurance:

1. Commercial General Liability. Commercial general liability insurance for all losses and/or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$2,000,000.00 per occurrence, \$4,000,000.00 in the aggregate.
2. Automobile Liability. Automobile liability insurance with a combined single limit of not less than \$2,000,000.00 per occurrence, which includes coverage for bodily injury and property damage resulting from operation of owned, non-owned, and hired motor vehicles.
3. Professional Liability (Errors and Omissions). Professional liability (errors and omissions) insurance with limits of no less than \$3,000,000.00 per occurrence, \$5,000,000.00 in the aggregate.
4. Employer Liability. Employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate.
5. Workers' Compensation. With limits consistent with applicable Oregon law.

Exhibit A
Proposal

(attached)

Proposal for:

**Water Storage Tank and Pump Station Preliminary Design, Permitting,
Final Design, and Construction Engineering**

Submitted:
October 30, 2025



Prepared for:
CITY OF ONTARIO, OR



Submitted by:

Dave Wildman, PE

1901 N. Fir Street

La Grande, Oregon 97850

(541) 963-8309

dwildman@andersonperry.com



October 30, 2025

City Engineer Marshall Pierce
City of Ontario
1551 N.W. 9th Street
Ontario, Oregon 97914

RE: Request for Proposals: Water Storage Tank and Pump Station Preliminary Design, Permitting, Final Design, and Construction Engineering

Dear Marshall,

Anderson Perry & Associates, Inc. (AP) commends the City of Ontario and Jacobs for your leadership and commitment in advancing the Water Storage Tank and Pump Station project. This forward-looking investment will provide lasting benefits by improving system capacity, reliability, and community resilience. As the firm that helped the City define this need and lay the groundwork for implementation, AP is uniquely qualified to deliver a smooth transition from planning through design and into construction.

Working closely with City staff, AP developed the City's Water System Master Plan, conducted the hydraulic modeling, and prepared the technical memorandum that established the project's scope and funding strategy. This continuity gives our team an unmatched understanding of Ontario's water system needs, operational priorities, and infrastructure goals. By selecting AP, the City ensures that its design budget is spent advancing the project rather than onboarding a different consultant. We are ready to pick up where the planning, funding, and pre-design process left off and move seamlessly into design and construction.

Our team brings deep eastern Oregon experience and strong working relationships with the Oregon Health Authority and the Oregon Water Resources Department. We understand the regulatory pathways and review expectations unique to this region. That experience means fewer delays in getting project plans approved, clearer communication, and a smoother approval process, translating directly into time and cost savings for the City.

In addition to our technical capabilities, AP's team offers proven success in delivering water storage and pumping projects across Oregon communities, many funded through the same Business Oregon-administered SDWRLF program supporting this effort. Our staff's long history of collaboration with City personnel ensures a practical, responsive partnership built on mutual trust and efficiency.

I am authorized to represent our firm in contract negotiations, and Chas Hutchins, AP's president, is authorized to sign the contract. We also confirm that we can comply with the City's insurance requirements outlined in Section VII of the RFP. We appreciate the opportunity to continue serving the City of Ontario and see this critical project through to completion. You have already invested in us to develop this project, and we are ready to help you finish it.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.



Dave Wildman, PE



ANDERSON PERRY & ASSOCIATES, INC.

MANAGING OFFICE LOCATION:

1901 N. Fir Street
La Grande, Oregon 97850
(541) 963-8309

POINT OF CONTACT

Dave Wildman, PE

dwildman@andersonperry.com
Cell: (541) 786-0688

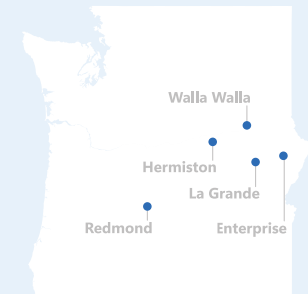
AREAS OF EXPERTISE

- Drinking Water
- Wastewater
- Site Development
- Transportation
- Water Resources
- Surveying
- Land Use Planning

FIRM HISTORY

Founded in 1975

OFFICE LOCATIONS



Project Team Resources and Professional Qualifications

About AP

Anderson Perry & Associates, Inc. (AP) is a full-service civil engineering, surveying, natural resources, and GIS firm with more than 120 employees across offices in La Grande, Redmond, Hermiston, and Enterprise, Oregon, and Walla Walla, Washington.

Founded in 1975, AP specializes in helping communities and public entities plan, fund, design, and deliver infrastructure improvements. For over 50 years, we have built our business around serving eastern Oregon, developing a full suite of in-house resources to deliver projects from concept through construction.

Full-Service Technical Staff

With 120 professionals—including 60 based in eastern Oregon—AP provides a comprehensive, integrated team for every project phase: planning, permitting, design, bidding, and construction.

Our staff includes licensed engineers, surveyors, environmental scientists, permitting specialists, and construction administrators/representatives, ensuring projects are completed efficiently, accurately, and cohesively.

AP's integrated delivery model means tighter coordination, faster turnaround, and consistent quality from start to finish. For Ontario, this translates to a single accountable team that maintains continuity, reduces handoff errors, and keeps institutional knowledge throughout the project lifecycle.

Fluent Engineering

For your project, we have teamed with Fluent Engineering (Fluent) to provide electrical/control services. AP is currently working with Fluent on a similar project for the Town of Lakeview, Oregon. Fluent provides a multidisciplinary team offering full

lifecycle MEP engineering services. Their approach—listen, learn, adapt—has enabled them to develop long-term partnerships across a range of delivery methods. They go beyond engineering to support clients with planning, assessments, energy services, commissioning, and construction administration. At Fluent, success is defined by the value they bring to their clients, their commitment to consistent, quality service, and their dedication to providing innovative solutions that stand the test of time.

Eastern Oregon Presence and Experience

Founded in eastern Oregon five decades ago, AP has partnered with nearly every municipality in the region, addressing unique environmental, regulatory, and funding challenges. Our team is deeply familiar with regional oversight agencies, including the Oregon Health Authority (OHA) – Drinking Water Services (DWS), and we maintain a strong working relationship with regional engineer Bill Goss, resulting in streamlined reviews and approvals.

This regional experience provides the City with faster coordination, fewer delays, and a partner that understands both the technical and community impacts of infrastructure investment.

Ontario-Specific Resources

Having partnered with Ontario for more than 40 years, we bring not only technical capability, but also a deep understanding of your systems, standards, and expectations. AP's long-standing relationship with the City provides several unique resources that other firms won't be able to provide:

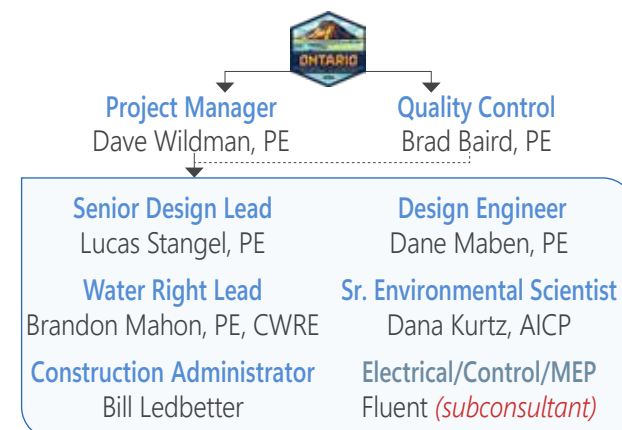
- Decades' worth of project files, drawings, and design files from past projects.
- The most up-to-date version of the City's hydraulic model, as well as the ability to seamlessly integrate GIS data into the model.

- A true "head start" on this project due to our work on the City's Water System Master Plan (WSMP), hydraulic modeling, and project funding assistance.

The City has partnered with AP on many projects over the years, including several recent efforts that were specifically targeted to aid in this proposed project. This represents a significant investment that the City has placed in AP's ability to finish what we've started; AP is well down the track, while others are in their starting blocks. With AP, the City gains a trusted partner with technical depth, geographic insight, and historical understanding to deliver a project meeting all of the City's objectives.

Team Organization

Having an experienced, full-service team with the capacity to complete this project within Ontario's desired time frame and budget is critical to project success. AP is pleased to offer Ontario a team with extensive Oregon-focused experience, including personnel highly experienced with reservoir and pump station projects, to deliver this project on time and within budget. The organizational chart illustrates the key staff who will be available to Ontario for completing all aspects of your water project, their respective roles, and lines of communication.



Key Team Members Roles and Responsibilities

Dave Wildman, PE
Project Manager



Years Exp: 28 | **Education:** BS,
Civil Engineering
Professional Registration:
OR #67076PE

EXPERIENCE OVERVIEW: Dave is a senior project engineer with extensive experience in municipal water system planning, design, and construction engineering. His expertise includes project funding assistance, master planning, public works financial and rate analysis, project schedule and budget management, and regulatory compliance. Over his career, Dave has led the design of improvements including water supply sources, treatment systems, storage reservoirs, pump stations, and distribution systems. Dave lead the development of the City's 2021 WSMP and several water system modeling efforts to accommodate development in Ontario. Dave also developed the concept for the new storage reservoir and booster pump station.

ROLE AND RESPONSIBILITIES:

- Serve as primary point of communication for the City
- Oversee project budget, schedule, and resource allocation
- Guide the project from design through construction
- Oversee regulatory and funding compliance
- Serve as the technical lead throughout the project
- Provide risk mitigation and issue resolution

WHY DAVE?

- Decades of leadership in planning and designing water system improvements across eastern Oregon
- Direct involvement in Ontario's WSMP and development of this project
- Deep understanding of Ontario's water system operation, as well as the City's goals, challenges, and opportunities

Brad Baird, PE
Quality Control



Years Exp: 34 | **Education:**
MS, Environmental Engineering,
BS, Civil Engineering
Professional Registration:
OR #18481PE

EXPERIENCE OVERVIEW: Brad is a senior project engineer with more than three decades of experience delivering comprehensive water system projects across the Northwest. His expertise spans all aspects of municipal water systems, including master planning, studies, and funding assistance; siting, design, and rehabilitation of wells; water metering programs; new storage reservoirs; transmission and distribution piping; booster pump stations; and chlorination systems. Brad has worked with the City of Ontario's water system since the early 2000s and most recently served as the quality control reviewer for Ontario's WSMP.

ROLE AND RESPONSIBILITIES:

- Provide independent technical review of all major project deliverables
- Ensure all work meets AP's standards for accuracy, constructability, and regulatory compliance, and that all Ontario's objectives for the project are met
- Offer ongoing guidance on complex design considerations, regulatory coordination, and funding-related requirements

WHY BRAD?

- Decades-long involvement with Ontario's water system = unmatched institutional knowledge
- QA/QC role on Ontario's WSMP ensures continuity between planning vision and this project

Lucas Stangel, PE
Senior Design Lead



Years Exp: 14 | **Education:**
BS, Mechanical Engineering
Professional Registration:
OR #87627PE

EXPERIENCE OVERVIEW: Lucas is a mechanical engineer who specializes in water system design including pumping systems and reservoirs. He is highly skilled in mechanical and hydraulic system design from preliminary engineering through construction. Lucas also serves as the hydraulic modeling lead on many of AP's projects, and he has developed and calibrated hydraulic models for many municipal water systems in eastern Oregon. He is also experienced in equipment selection, piping layout, and system controls. Lucas provides technical insight to ensure constructability, reliability, and long-term performance.

ROLE AND RESPONSIBILITIES:

- Provide senior-level design input and guidance for the proposed reservoir and booster pump station
- Review and guide the development of design drawings, specifications, and calculations
- Support design team coordination throughout project development
- Advise on system hydraulics, mechanical integration, and constructability considerations

WHY LUCAS?

- Proven track record delivering complex water infrastructure projects
- Brings strong technical expertise and practical problem-solving
- Ensures efficient, reliable, and maintainable design outcomes for the City

Dane Maben, PE
Design Engineer



Years Exp: 5 | **Education:**

BS, Civil Engineering

BS, Forest Engineering.

Professional Registration:

OR #101781PE

EXPERIENCE OVERVIEW: Dane is a project engineer with experience delivering municipal water and wastewater projects from early planning through construction. His experience includes preparing WSMPs and detailed designs for water supply, treatment, storage, and distribution systems. At AP, Dane has contributed to a wide range of infrastructure projects, assisting with hydraulic evaluations, technical report preparation, permitting, and construction administration. He is skilled at coordinating with multidisciplinary teams and providing design support that ensures constructability, regulatory compliance, and long-term performance of municipal systems.

ROLE AND RESPONSIBILITIES:

- Support development of design drawings, specifications, and technical analyses
- Assist in performing detailed hydraulic calculations and developing bid-ready construction contract documents
- Provide engineering support during construction, including submittal reviews and contractor coordination to resolve any field issues that may come up

WHY DANE?

- Brings strong technical skills and attention to detail across all aspects of water projects
- Experienced in delivering projects from planning through construction
- Ensures design deliverables support efficient, compliant, and constructible solutions

**Brandon Mahon, PE,
CWRE**
Water Right Lead



Years Exp: 12 | **Education:**

BS, Civil Engineering;

BS, Forest Engineering

Professional Registration: OR

#87545PE | OR #87545CWRE

EXPERIENCE OVERVIEW: Brandon is a senior project engineer, CWRE, and member of AP's Board of Directors with extensive experience assisting Oregon municipalities with water rights evaluation, transfers, and certification. He has completed numerous Claims of Beneficial Use, Transfers, and Extensions of Time on behalf of cities across eastern Oregon, ensuring clients maintain secure and flexible water rights portfolios. Brandon has prepared and processed water rights applications for both surface water and groundwater systems, including municipal wells and surface water intakes. His experience navigating the OWRD permitting process provides clients with practical guidance on how to preserve, certify, and develop their water rights in alignment with planned infrastructure improvements.

ROLE AND RESPONSIBILITIES:

- Provide technical consultation to integrate water rights considerations into the City's design and construction decisions, ensuring the project supports both current and future certificated uses

WHY BRANDON?

- Extensive experience completing Claims of Beneficial Use, Transfers, and Extensions of Time for cities such as Ontario, Hermiston, Island City, Stanfield, and Richland
- Proven ability to navigate complex water rights processes efficiently and accurately
- Direct experience assisting Ontario with your Snake River surface water rights, which provides continuity and ensures this project aligns with the City's broader water rights strategy

Dana Kurtz, AICP
Senior Environmental Scientist



Years Exp: 16 | **Education:** MBA,

BA, Environmental Studies

Professional Registration:

Certified Planner

EXPERIENCE OVERVIEW: Dana is a senior environmental scientist and certified planner with extensive experience in environmental consulting, regulatory compliance, and resource planning. She specializes in guiding infrastructure projects through complex permitting and environmental review processes, ensuring that projects are advanced efficiently while meeting all applicable requirements. By providing early input during planning and design phases, Dana helps project teams proactively identify permitting constraints, minimize environmental impacts, and reduce the risk of costly delays during construction.

ROLE AND RESPONSIBILITIES:

- Lead environmental and permitting compliance efforts for the project
- Coordinate with regulatory agencies and prepare all permit applications
- Ensure adherence to federal, state, and local environmental regulations

WHY DANA?

- Integrates environmental considerations early in project planning to prevent future challenges
- Brings broad experience across multiple regulatory frameworks
- Ensures the project meets all environmental and permitting requirements efficiently
- A key contributor to ensuring Ontario's water storage tank and pump station move forward smoothly and sustainably

Bill Ledbetter*Construction Administrator*

Years Exp: 14 | **Education:**
BS, Rangeland Management

EXPERIENCE OVERVIEW: Bill is a senior construction administrator with decades of hands-on experience delivering water, wastewater, roadway, bridge, stormwater, and building projects. Before joining AP, Bill owned and operated BL Builders, Inc., for more than 22 years, successfully managing projects of all sizes and consistently completing them on time and within budget. At AP, he provides construction administration, field observation, cost estimating, and contract administration so designs are translated into high-quality, buildable projects. Bill's combination of contractor and engineering experience gives him a unique perspective that benefits both clients and project teams by bridging the gap between design intent and construction realities.

ROLE AND RESPONSIBILITIES:

- Manage on-site observation and document contractor compliance with project specifications
- Review submittals and change orders
- Support cost control and schedule tracking
- Collaborate closely with contractors, City staff, and AP's design team
- Address field conditions quickly and effectively to keep the project on track

WHY BILL?

- Brings decades of dual experience in construction management and contract administration
- Known for practical, field-based problem solving and efficient project delivery

Subconsultants

Matthew Cash, PE, P.Eng*Electrical/Controls Engineer*

Years Exp: 26 | **Education:**
BS, Electrical Engineering
Professional Registration:
OR #59920PE

EXPERIENCE OVERVIEW: Matt is an electrical engineer with experience in electrical, controls, and MEP system design. As president of Fluent, Matt leads a multidisciplinary team providing full life cycle engineering services for municipal projects. His portfolio includes electrical distribution, SCADA systems, power generation, and control system design for water and wastewater treatment facilities, pump stations, and critical infrastructure. Matt is recognized as an industry leader in electrical safety and arc-flash analysis. His expertise ensures reliable, safe, and maintainable electrical and control systems for complex municipal facilities.

ROLE AND RESPONSIBILITIES:

- Oversee the design of electrical power distribution, instrumentation, and control systems for the new water storage tank and pump station
- Develop electrical one-line diagrams, equipment layouts, and system protection designs
- Lead coordination with the City and AP's design team to ensure integration of controls with the City's existing SCADA network

WHY MATT?

- Extensive experience designing electrical and control systems for municipal water and wastewater projects, including treatment facilities and booster pump stations
- Proven ability to deliver safe, code-compliant, and energy-efficient designs so the new infrastructure will operate with reliability and precision.

Jeremy Wenger, PE, MBA*MEP Lead Design Engineer*

Years Exp: 20 | **Education:** MBA,
BS, Mechanical Engineering
Professional Registration:
OR #76293PE

EXPERIENCE OVERVIEW: Jeremy is a licensed mechanical engineer specializing in the design and project management of MEP systems for a wide range of facilities. His experience includes HVAC system design, Facility Condition Assessments, domestic plumbing systems, municipal water wells, wastewater treatment facilities, and hazardous exhaust systems. Jeremy is an active member of both the American Society of Heating, Refrigerating and Air-Conditioning Engineers and the American Society of Plumbing Engineers. In 2022, he was recognized as a Top 40 Under 40 award nominee by *Consulting-Specifying Engineer* magazine, reflecting his leadership and innovation in mechanical design.

ROLE AND RESPONSIBILITIES:

- Lead the design of the indoor mechanical, plumbing, and HVAC systems associated with the pump station.
- Coordinate closely with AP's engineering team to ensure seamless integration of building utilities and site systems, providing efficient, code-compliant, and maintainable designs

WHY JEREMY?

- Multidisciplinary background across HVAC, plumbing, and municipal utility systems
- Practical understanding of both municipal infrastructure and building system performance ensures the City receives reliable, energy-efficient, and easily maintainable systems

WATER SYSTEM IMPROVEMENTS

City of Boardman, OR

Project Objective: The City of Boardman sought to expand and modernize its water system to reliably meet current and future water demands, add system redundancy, and fully certificate its Columbia River water right of 36 cubic feet per second. The project was also designed to address water quality requirements at higher pumping rates (up to 22,000 gallons per minute [gpm]) and increase overall system resiliency with additional storage and conveyance capacity.



Completed in
the Last 5 Years ✓

SIMILAR PROJECT ELEMENTS:

Storage	Pumping	Integration	Modeling

RELEVANCE TO ONTARIO PROJECT:

- Designed and delivered a 1-MG prestressed concrete reservoir, directly comparable to Ontario's proposed new storage tank.
- Developed a booster pump station capable of meeting high peak flows, similar to Ontario's need for reliable high-capacity pumping.
- Addressed system capacity, redundancy, and resiliency — the same core drivers of Ontario's project.
- Led federal permitting and environmental compliance (NEPA, ESA, NHPA, etc.), demonstrating AP's ability to streamline agency coordination and mitigate permitting risks.
- Managed property acquisition and USACE lease negotiations, showcasing AP's ability to secure site control and regulatory approvals.
- Integrated engineering and environmental services, ensuring Boardman's improvements advanced efficiently from planning through construction, a parallel to Ontario's project requirements.

SERVICES PERFORMED:

- Preliminary Design
- Final Design
- Construction Engineering



NORTH HERMISTON RESERVOIR AND WATER SYSTEM IMPROVEMENTS

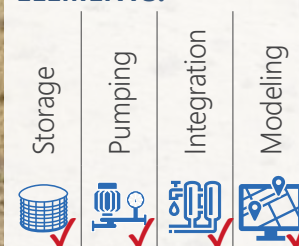
City of Hermiston, OR

Project Objective: The City of Hermiston experienced steady population growth that would have exceeded state-recommended water storage capacity within five years. To address this, the City partnered with AP to design and oversee construction of a new 1 MG welded steel standpipe reservoir near E. Punkin Center Road and N.E. 10th Street. The project increased emergency water storage, expanded service to hundreds of acres of residential land, improved system reliability for residents previously dependent on booster pumps, and accommodated future development of more than 1,000 new homes, as well as a potential new elementary school on Theater Lane.



Completed in
the Last 5 Years ✓

SIMILAR PROJECT ELEMENTS:



RELEVANCE TO ONTARIO PROJECT:

- Designed and constructed a new welded steel reservoir to address growth-driven storage needs, directly aligning with Ontario's planned 3.0 MG storage tank.
- Enhanced system reliability and emergency storage capacity, mirroring Ontario's objectives for a resilient and future-ready water system.
- Integrated new storage facilities into the existing distribution system, demonstrating AP's experience with system tie-ins and pressure improvements.
- Modified an existing booster pump station and control system to supply water to the reservoir, representing similar modifications Ontario may need to make to the existing treatment plant finished water system.
- Supported significant planned growth through strategic infrastructure investment—similar to Ontario's long-term planning goals.
- Demonstrates AP's proven ability to deliver large-scale municipal water storage projects from planning through construction.

SERVICES PERFORMED:

- ✓ Preliminary Design
- ✓ Final Design
- ✓ Construction Engineering



WALLULA DODD WATER SYSTEM

Port of Walla Walla

Project Objective: The Port of Walla Walla needed to establish essential water infrastructure to support industrial recruitment, enable consolidation of regional water systems, and provide reliable supply to its 1,500+ acre Dodd Road Industrial Park and Wallula Gap Business Park. AP designed and implemented a 6.2 MG prestressed post-tensioned concrete reservoir—sized to serve both the existing 2,400 gpm supply capacity and a planned future system expansion that will double that capacity. The project created a robust, scalable system capable of meeting current industrial demands while supporting long-term manufacturing growth in the region.



Completed in
the Last 5 Years ✓

SIMILAR PROJECT ELEMENTS:

Storage	Pumping	Integration	Modeling

RELEVANCE TO ONTARIO PROJECT:

- Designed and provided construction engineering for a 6.2 MG prestressed post-tensioned concrete reservoir, directly comparable in scale and function to Ontario's proposed 3.0 MG reservoir.
- Sized the reservoir and supporting infrastructure to accommodate both current and future supply capacities, paralleling Ontario's need for long-term system expansion.
- Delivered extensive transmission piping, similar to Ontario's planned interconnections and pump station tie-ins.
- Coordinated with multiple users, utilities, and regulators, demonstrating AP's experience managing complex, multi-stakeholder water infrastructure projects.
- Demonstrates AP's proven capability to plan, design, and deliver large, future-ready water systems that provide industrial-scale reliability and operational resilience.

SERVICES PERFORMED:

- Preliminary Design
- Final Design
- Construction Engineering



WATER SYSTEM IMPROVEMENTS

City of Vale, OR

Project Objective: The City of Vale partnered with AP to implement key improvements identified in the City's WSMP. The project included installing new transmission lines from the Rhinehart Reservoir across the Malheur River to the distribution system, constructing a new coagulation filtration arsenic treatment facility, upgrading the Washington Street Well pump station, installing new transmission piping between the well and treatment facility, and replacing the Airport Reservoir with a new 700,000-gallon storage reservoir. These improvements enhanced pressure, supply, and storage while ensuring Vale's drinking water meets state and federal standards.



SIMILAR PROJECT ELEMENTS:

Storage	Pumping	Integration	Modeling

RELEVANCE TO ONTARIO PROJECT:

- Designed and constructed a new water storage reservoir, comparable to Ontario's planned 3.0 MG storage tank.
- Delivered transmission pipeline improvements similar to Ontario's planned system interconnections and pump station tie-ins.
- Upgraded well and treatment facilities, demonstrating AP's ability to integrate multiple infrastructure components into existing systems.
- Implemented regulatory treatment improvements, aligning with Ontario's need for compliance with state and federal drinking water requirements.
- Demonstrates AP's proven ability to plan, design, and deliver comprehensive municipal water system improvements that enhance reliability, water quality, and system performance.



SERVICES PERFORMED:

- Preliminary Design
- Final Design
- Construction Engineering

WATER SYSTEM IMPROVEMENTS*City of Echo, OR | Cost: \$6 million***SIMILAR PROJECT ELEMENTS:**

 Storage
  Pumping
  Integration

WATER SYSTEM IMPROVEMENTS*City of La Pine, OR | Cost: \$10 million***SIMILAR PROJECT ELEMENTS:**

 Storage
  Pumping
  Integration
  Modeling

WATER SYSTEM IMPROVEMENTS*City of Hines, OR | Cost: \$7 million***SIMILAR PROJECT ELEMENTS:**

 Storage
  Pumping
  Integration
  Modeling

WATER SYSTEM IMPROVEMENTS*City of Richland, OR | Cost: \$3 million***SIMILAR PROJECT ELEMENTS:**

 Storage
  Pumping
  Integration

SOUTH MARKET ROAD WATER IMPROVEMENTS | Confederated Tribes of the Umatilla Indian Reservation | Cost: \$3 million**SIMILAR PROJECT ELEMENTS:**

 Storage
  Pumping
  Integration
  Modeling

NORTH END RESERVOIR AND BOOSTER STATION*City of Connell, WA | Cost: \$1.5 million***SIMILAR PROJECT ELEMENTS:**

 Storage
  Pumping
  Integration

WATER SYSTEM IMPROVEMENTS

City of Stanfield, OR | Cost: \$4 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Enterprise, OR | Cost: \$4.5 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Lostine, OR | Cost: \$2 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Wallowa, OR | Cost: \$3.5 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

Biggs Service District, OR | Cost: \$3 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Halfway, OR | Cost: \$1 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Island City, OR | Cost: \$3 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Ukiah, OR | Cost: \$1.5 million



SIMILAR PROJECT ELEMENTS:



DODD ROAD/WALLULA GAP WATER SYSTEM

Port of Walla Walla | Cost: \$17 million



SIMILAR PROJECT ELEMENTS:



BURBANK BUSINESS PARK WATER SYSTEM

Port of Walla Walla | Cost: \$4 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

Town of Lakeview, OR | Cost: \$10.5 million



SIMILAR PROJECT ELEMENTS:



WATER SYSTEM IMPROVEMENTS

City of Elgin, OR | Cost: \$1.3 million



SIMILAR PROJECT ELEMENTS:





Site Location for Ontario's New Storage Reservoir and Booster Pump Station

Method of Approach

Project Need and Context

The City of Ontario's existing eastside reservoirs and booster pump station have reached the end of their useful life and can no longer be relied on to provide the storage capacity, operational efficiency, or fire protection needed to support the City's ongoing growth. The 2021 WSMP identified a need for more water storage capacity in the water system. Available eastside fire flows are below the levels recommended to meet Oregon State Fire Code requirements. In addition, the existing clearwell capacity at the water treatment plant is limited.

Approach Overview

By constructing a new reservoir and booster pump station adjacent to the existing treatment plant, the City will consolidate core system components, improve operational efficiency, and ensure that future storage needs and regulatory requirements are met.

The improved flow dynamics will also allow future implementation of the proposed Malheur Drive Booster Pump Station, enabling the City to efficiently fill both the existing Bench Reservoir and a potential future reservoir at that site.

To provide the City with flexibility and cost control, AP will structure bid documents with options for both

a 3.0 MG and a 4.0 MG reservoir, allowing the City to select the configuration that best meets future storage requirements and available funding.

Having a Head Start

AP completed your WSMP in 2021 and has subsequently completed a technical memorandum, water modeling, and assisted with funding applications for this particular project. Having completed these efforts, AP by far has the most historical and current knowledge of the City of Ontario's goals related to the proposed project. As such, we do not need time to come up to speed on your water system history, current operations, and water system goals. This will help ensure your design engineering budget is fully spent on moving the project forward, not understanding how these improvements will tie in and enhance the City's existing systems. AP is the ideal firm to cost effectively complete this project.

Approach to Project

Method of Approach

Our approach to delivering the Ontario Water Storage Tank and Pump Station project is grounded in efficiency, collaboration, and deep familiarity with the City's water system. Because our team led the

City's recent WSMP planning effort and subsequent implementation technical memorandum, we are already several steps ahead in understanding project drivers, constraints, and opportunities. This prior work allows us to move quickly into design development and permitting—saving valuable time and minimizing risk to the construction schedule.

1. Kickoff Meeting

We begin with a focused project kickoff meeting with City staff to confirm goals, decision processes, any concerns, and communication protocols. During this phase, we will:

- Review existing data and prior planning documents (WSMP and technical memoranda) to confirm the City's goals and expectations.
- Refine already established design criteria and performance benchmarks for the reservoir and booster pump station.
- Develop a detailed project schedule.
- Confirm permitting pathways with regulatory agencies (e.g., DWS).

Milestone: Project Kickoff and Basis of Design Memo
- February 2026

2. Preliminary Engineering and Environmental

Our team recognizes the importance of advancing the preliminary engineering and environmental tasks early in the project to establish a solid foundation for design and permitting. These early actions will address the critical “up-front” items that can significantly influence design decisions and project schedule. We would start these activities immediately after contract award, with our technical support staff working concurrently while our engineering staff is developing the basis of design memo and the preliminary 30 percent design.

Key Preliminary Engineering Activities

- **Topographic and Boundary Surveying:**
We will initiate a detailed topographic design survey to capture existing surface features, utilities, and key site constraints. Boundary survey work will also be completed as needed to confirm property ownership and easements. Early completion of these surveys will ensure design accuracy and minimize later field changes.
- **Geotechnical Investigations:**
Subsurface conditions will be characterized through borings, test pits, and laboratory testing



Existing Site Survey Area

to inform foundation design, reservoir structure, and pipeline bedding requirements. Early geotechnical input will also help identify potential constructability concerns, such as groundwater management or unsuitable soils, allowing mitigation strategies to be incorporated in the design.

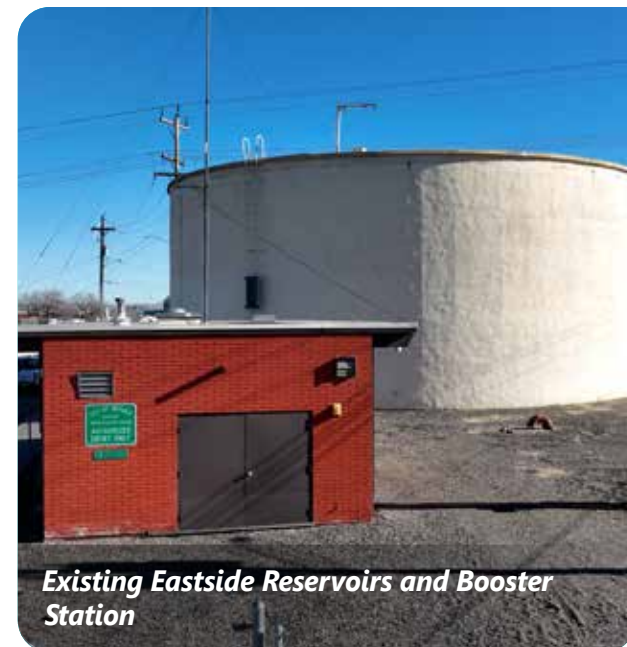
- **Environmental and Cultural Evaluations:**
Our environmental specialists will coordinate with the City to identify permitting pathways and initiate early agency consultation. We will review potential impacts under federal, state, and local environmental regulations, including wetland, habitat, and cultural resource considerations. If confirmed to be required, early environmental and cultural field assessments will be critical to confirm permitting requirements and avoid schedule delays during final design.

3. Conceptual Schematic Design

Following completion of the initial coordination meetings with the City, our team will advance into the conceptual schematic design phase. This step will define the overall project layout and design approach at a schematic level, ensuring the project direction aligns with City objectives, site constraints, and long-term operations.

Key Conceptual Schematic Design Activities

- Using information developed during our previous planning efforts and the kickoff phase, we will provide updated, conceptual-level layouts of the proposed project. This will include information on reservoir sizing and siting, anticipated hydraulic conditions, and operational integration with existing facilities. Similar schematics will be developed for the booster pump station incorporating design criteria related to the number of pumps, preferred layouts, etc. Our prior involvement in the City's WSMP will allow us to efficiently refine these options.



Existing Eastside Reservoirs and Booster Station

- **City Workshop and Preferred Concept Selection:**
The conceptual alternatives will be presented in a workshop format with City staff to discuss tradeoffs and advantages. Based on feedback, a preferred schematic design will be identified to carry forward into detailed preliminary design.

Milestones

- Develop initial conceptual layouts and configuration options.
- City workshop to review alternatives and identify preferred schematic concept — March 2026

4. Preliminary Design (30 Percent)

Leveraging our prior planning efforts, system hydraulic modeling, and familiarity with local conditions, we will advance the conceptual design to a 30 percent level. This stage will focus on refining facility siting, reservoir sizing, pumping configurations, and pipeline connections. Draft design drawings will be provided to the City for review and input. The 30 percent submittal will include preliminary cost estimates to support City review and decision-making.

Milestone: 30 Percent Preliminary Design Submittal
— June 2026

5. Final Design (60 Percent and 90 Percent)

Following City input on the preliminary design, our team will refine the drawings and develop specifications, incorporating site-specific geotechnical, electrical, and structural design details. We will coordinate with the City and public works staff to finalize connections and operational sequencing. Our quality control review process—led by senior technical staff—will ensure a biddable, buildable set of documents. At each milestone phase, we will provide documents to the City for review. Once the City has had ample time to review the documents, we will schedule a review meeting with the City and our technical staff to receive feedback from the City.

Milestones:

- 60 Percent Design Submittal — September 2026
- 90 Percent Design Submittal — February 2027
- Final Design and Bid Documents — April 2027

6. Bidding and Construction Phase Services

We will assist the City during bidding, including contractor outreach and pre-bid support, to promote competitive pricing and clear understanding of project requirements. Once construction begins, our team will provide responsive engineering support, submittal review, and construction observation to maintain design intent and schedule alignment.

Milestones:

- Bid Advertisement — April 2027
- Construction Notice to Proceed — June 2027
- Substantial Completion — August 2028



The AP Advantage

Our proposed schedule and milestones exceed the City's goal of completing construction by the end of 2028. There are several elements of our approach that AP can provide that other firms cannot, which will help the City meet your targeted completion timeline:

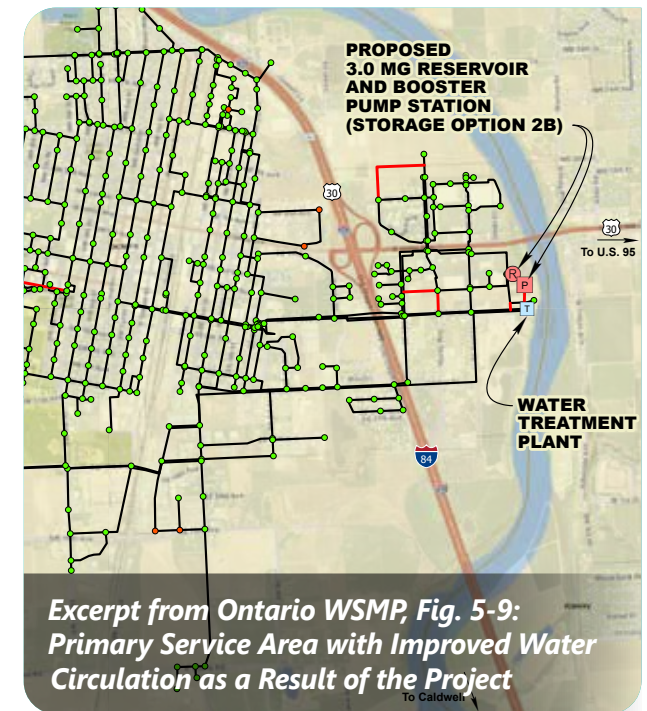
- **Prior Project Knowledge** – As noted previously, we have a head start on this project and won't need time in early phases to get up to speed.
- **Documented Evaluations and Decisions** – We won't have to spend time vetting multiple design iterations that have already been established through our prior efforts. This will streamline the schedule and help the City move forward, faster.
- **Bidding and Construction Timing** – Thanks to our streamlined process on the front end, our proposed schedule shows bidding the project in spring 2027. Due to other firms having to play catch-up, they would likely have a bid-ready package in the summer 2027. This is a less-than-ideal bidding timeframe for contractors, and also shortens the amount of time available for them to construct the project. Both elements would drive up the cost of the project.

Starting over with a new consultant means losing time and knowledge already invested. By retaining AP, the City avoids delays and gains a seamless transition into detailed design, moving forward with concepts already vetted with City staff in developing the WSMP.



- **Bidding Document Milestones** – By completing the schematic, preliminary, and design engineering phases in a streamlined manner, we will be providing the awarded contractor more time to build the project. This allows us to incorporate contractual milestones within the bidding documents that require the contractor to provide submittals for long-lead items early in the contract period. We have seen projects that have 1-year+ lead times on certain electrical equipment, generators, and other items that will be needed for your project. Our condensed design schedule allows us the ability to help the contractor develop a schedule that is ahead of the City's overall goal of project completion by December 2028. This allows for a "scheduling contingency" to meet the City's goal.

Most firms are going to approach this project in a very similar fashion. What AP offers to the City is the ability to move at a quicker, more efficient pace due to our knowledge and history with this project. This not only helps the City get your infrastructure up and running within your preferred timeline, but also provides the most favorable timeline for competitive bids, giving the City the best opportunity for the most favorable construction cost.



Project Drivers and Outcomes

CHALLENGE	AP SOLUTION	RESULTING BENEFIT
Aging reservoirs and limited water storage capacity	Design and construct a new 3.0 to 4.0 MG reservoir near the existing Water Treatment Plant	Provides reliable storage capacity that meets drinking water regulations (contact time) and supports future growth
Inefficient water distribution routing on the east side	Consolidate facilities and deliver water directly from the new booster pump station to the eastside using three existing mains in S.E. 5th Avenue	Improves water circulation, which results in improved water quality and flow capacity
Limited distribution capacity to the eastside	Integrate new facilities to improve eastside distribution system pressure and fire protection	Enhances fire protection for industrial, commercial, and residential areas on the eastside
Existing clearwell capacity is limited and needs rehabilitation	Utilize the new reservoir to provide additional clearwell capacity, rehabilitate existing clearwell	Increases operational capacity and redundancy and provides adequate chlorine contact time
Meet OHA-DWS required chlorine time for water treatment	Provide baffles in the new reservoir to make sure adequate contact time is provided	Achieves regulatory compliance
Potential pressure impacts on older infrastructure	Evaluate and mitigate impacts to aging piping beneath I-84	Protects system integrity and supports safe, long-term operation

Availability and Past Performance

Ability to Provide Responsive Service

AP is well positioned to provide responsive services to the City of Ontario throughout this project. With offices in La Grande, Redmond, Hermiston, Enterprise, and Walla Walla, our team is located within close driving distance—approximately an hour and a half—from Ontario. This proximity enables us to be on site quickly for meetings, site visits, and construction support, ensuring that City staff receive timely assistance and that project needs are addressed without delay.

Our team has a proven history of working closely with eastern Oregon communities, including the City of Ontario. Because we live and work in this region, we understand the challenges of maintaining and improving municipal water systems in rural and small-city contexts. This local knowledge translates into practical, hands-on solutions and the ability to anticipate and respond to City concerns effectively.

AP maintains a full-service staff of engineers, surveyors, and construction administrators who can be mobilized as needed to meet the City's schedule. We emphasize direct communication with clients—our project manager and key technical leads will be readily available by phone, email, or in person to respond to questions and coordinate project details.

During construction, we are committed to being present on site to advise on construction progress, assist with questions in the field, and minimize delays while supporting the City's operations team.

Our past work with Ontario and other nearby communities demonstrates our commitment to reliable, responsive service delivery. We understand that successful projects are built not only on technical expertise but also on the ability to be available, flexible, and proactive partners to our clients.

Amount and Type of Resources

AP brings a full-service team with the depth and breadth of resources needed to deliver the City of Ontario's project successfully. Our staff includes licensed engineers, surveyors, construction site representatives, environmental/permitting specialists, CAD/GIS specialists, and support personnel who collectively provide expertise in water system planning, reservoir and pump station design, permitting, and construction administration. The table to the right summarizes the team members by discipline, demonstrating the availability of qualified professionals who can be mobilized to meet the City's schedule and project requirements.

AP's diverse staff has professionals to assist with every step of your project, from planning and design through construction, including:

31

Civil Engineers

20

Administrative Staff

18

Engineering Technicians

7

Environmental Specialists

17

Project Representatives

8

Surveyors

8

CAD Technicians

3

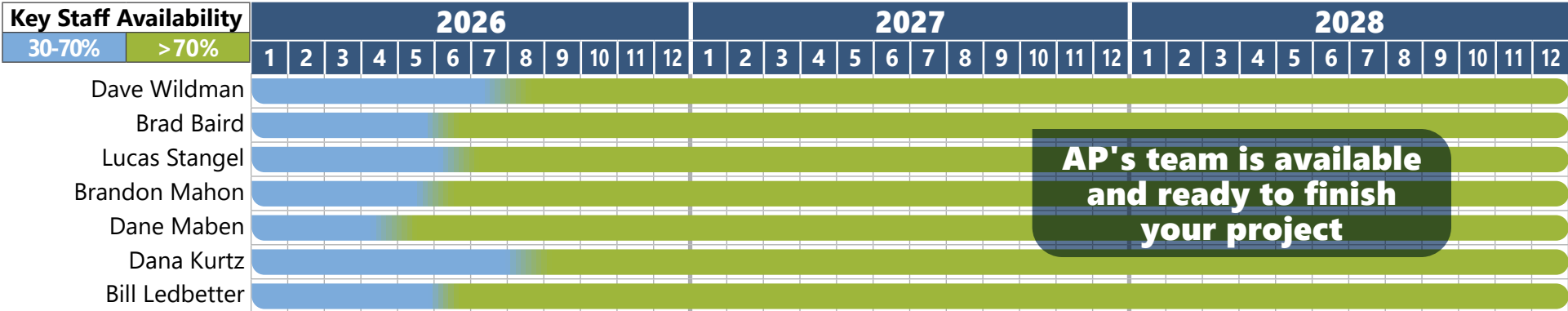
GIS Technicians

4

IT Specialists

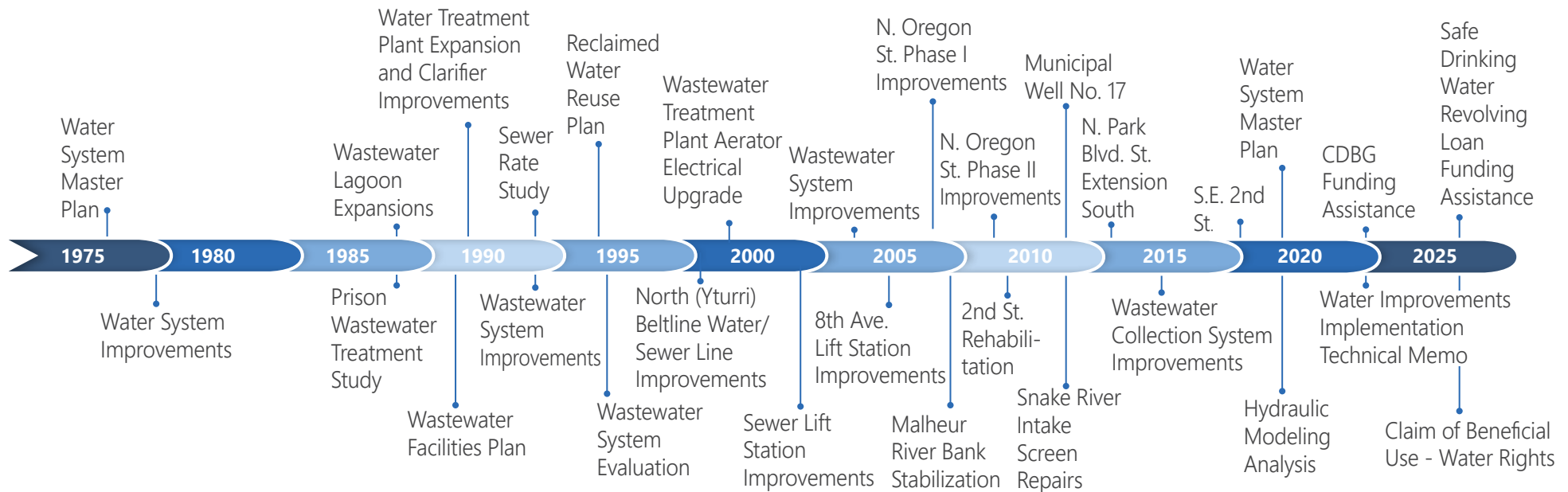
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Construction Administrators



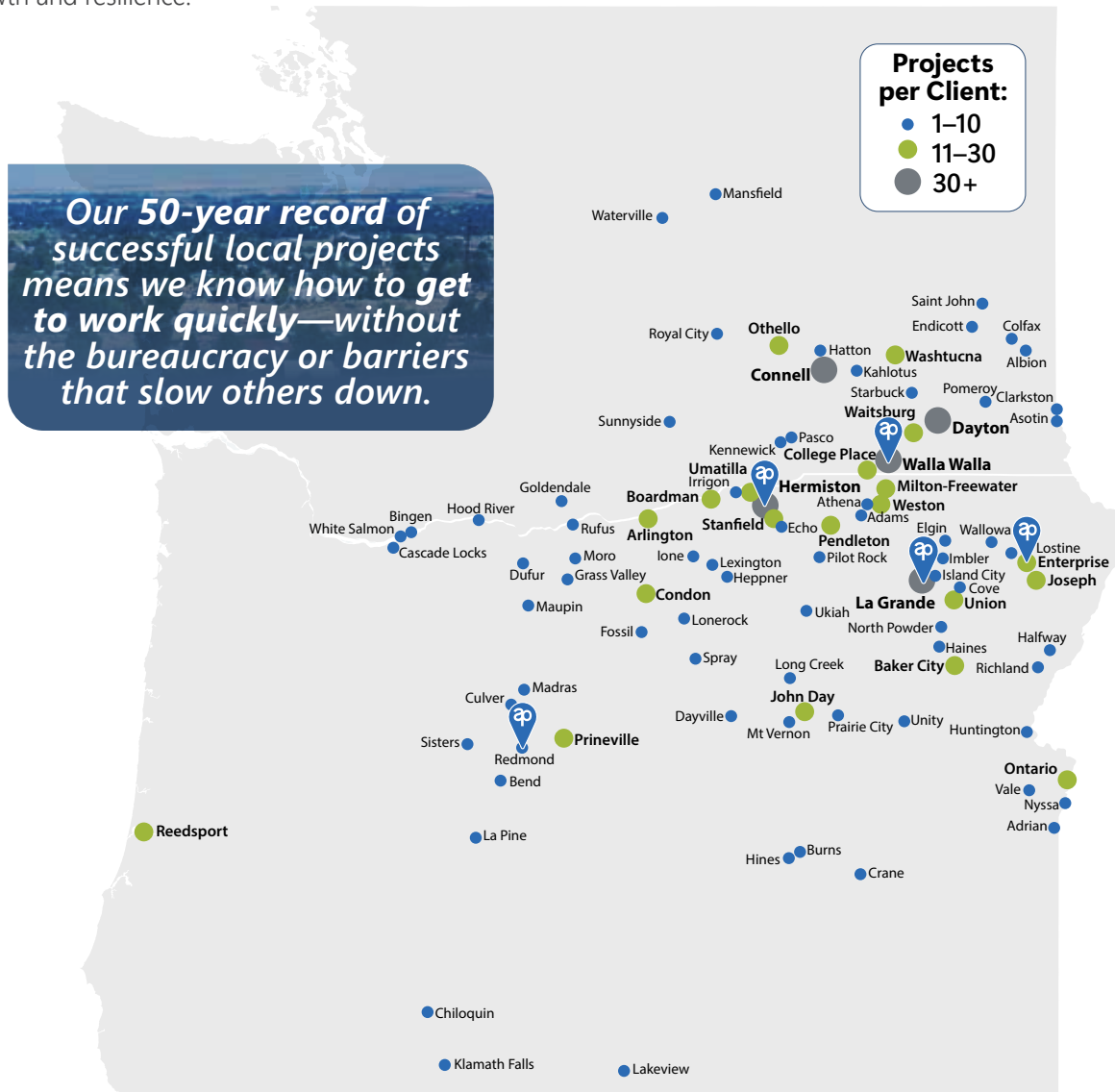
AP's team is available and ready to finish your project

Past Performance History with Ontario



Past Performance History with Other Local Governments

AP has a long and proven history of partnering with local government agencies throughout eastern Oregon and eastern Washington. As illustrated on the map below, AP has completed projects for nearly every city, county, and public district in our region—an achievement that distinguishes our firm from others. Over the past five decades, we have built trusted relationships with communities large and small by providing responsive, practical, and cost-effective engineering solutions. Our deep familiarity with local infrastructure systems, funding programs, and permitting agencies allows us to deliver tailored services that meet the unique needs of each community while supporting their long-term growth and resilience.



Ontario's Existing Water Treatment Plant

References

BRANDON HAMMOND

City Manager, City of Boardman, OR

P.O. Box 229, Boardman, OR 97818

(541) 481-9252 • hammondb@cityofboardman.com



"Anderson Perry (AP) is a trusted engineering partner to the City of Boardman, providing large-firm technical depth with local accessibility across planning, design, funding coordination, permitting, and delivery. AP's project manager ... provides disciplined leadership and client interface—driving scope, schedule, and budget control; coordinating multi-agency permitting and funding requirements; maintaining formal communication protocols; and executing rigorous QA/QC and follow-through. The result is consistently reliable execution aligned with local priorities and efficient completion of complex projects to professional standards.

It truly has been a pleasure to work with you over the years."



Brandon Hammond

City Manager
City of Boardman, OR

TODD FULLER

City Manager, City of Vale, OR

150 Longfellow Street N., Vale, OR 97918

(541) 473-3133 • tfuller@cityofvale.com



"Anderson Perry has consistently provided exceptional engineering support to the City of Vale. Their technical expertise, responsiveness, and understanding of local priorities have been instrumental in the success of our infrastructure projects. AP continues to be a valued partner, demonstrating professionalism and reliability in every engagement."



Todd Fuller

City Manager,
City of Vale, OR

MARK MORGAN

Assistant City Manager, City of Hermiston, OR

180 N.E 2nd Street, Hermiston, OR 97838

(541) 567-5521 • mmorgan@hermiston.or.us



"The City of Hermiston began utilizing AP as our general services engineering firm in early 2015 after utilizing a large Portland-based firm for many years. We are very happy with the change, because we have gotten a much higher level of service out of AP, and our public works staff is much more likely to call on AP when they need assistance. AP has been very good about having staff on-the-ground in Hermiston so that they are available, and since it's only 1.5 hours away, I think everyone's time is simply used more productively when the AP staff is in town. They have proven themselves to be very capable, and an outfit of just as high quality as any of the 'big guys.'"



Mark Morgan

Assistant City Manager,
City of Hermiston, OR

PAT REAY**Executive Director, Port of Walla Walla, WA**

45 Terminal Loop Road, Suite 210,
Walla Walla, WA 99362
(509) 525-3100 • pr@portwallawalla.com



"The Port relies on Anderson Perry for their expertise and their steady, dependable approach. They understand how to get complex projects completed efficiently, technically and professionally."

**Pat Reay**

Executive Director
Port of Walla Walla, WA

GEOFF WULLSCHLAGER**City Manager, City of La Pine, OR**

16345 Sixth Street, La Pine, OR 97739
(541) 536-1432 • gwullschlager@lapineoregon.gov



"With the guidance and expertise of Taylor Northwest and Anderson Perry, our small community was able to successfully complete this project amidst federal hurdles and regulatory barriers that threatened to derail the project... We, as the City, would put full faith in their abilities and ethics for future projects without hesitation."

**Geoff Wullschlager**

City Manager
City of La Pine, OR

DAVID SLAGHT**City Administrator, City of Echo, OR**

20 S. Bonanza Street, Echo, Oregon 97826
(541) 376-6038 • dave@echo-oregon.com



"The City of Echo has worked with AP for many years and is a trusted partner. They have designed our city wastewater and water systems, public works standards plan, all of our master plans for water and wastewater, GIS systems, etc. Our small city relies on AP for their expertise and their steady, dependable approach. They understand how to get the complex projects completed efficiently and professionally."

**David Slaght**

City Administrator
City of Echo, OR

Required Forms

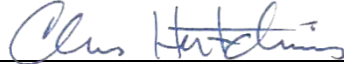


Attachment B
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business that is certified under ORS 200.055.

By signature of the authorized representative of the proposer, the proposer hereby certifies to City of Ontario that this proposer has not discriminated, and will not discriminate, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business in awarding a subcontract, and, further, that if awarded the contract for which this proposal is submitted, will not so discriminate.

Date: October 30, 2025

Signature: 

Printed or Typed Name: Chas Hutchins, PE

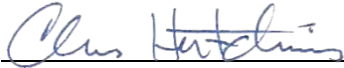
Title: President

Business Name: Anderson Perry & Associates, Inc.

Attachment C
Tax Compliance Statement

The undersigned represents and warrants that the proposer identified below ("Proposer") has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, those tax laws described in ORS 305.380(4) (individually and collectively, the "Tax Laws"). Proposer will comply with the Tax Laws during the term of an agreement with the City of Ontario, if any. The undersigned certifies, under penalty of perjury, that Proposer is, to the best of the undersigned's knowledge, not in violation of any Tax Laws.

Date: October 30, 2025

Signature: 

Printed or Typed Name: Chas Hutchins, PE

Title: President

Business Name of Proposer: Anderson Perry & Associates, Inc.

Attachment D
Authorization for Release of Performance Information and Waiver

I, Chas Hutchins, the undersigned, on behalf of Anderson Perry & Associates, Inc. ("Proposer"), do hereby consent and authorize all those companies and government entities listed in Proposer's proposal and any other government entity for whom Proposer has performed engineering services, to disclose and release to City of Ontario ("City") and/or its representatives, information, records, and opinions concerning Proposer's past performance. The purpose of this disclosure is to provide references to City.

Proposer hereby waives any claim it may have against City or any company or entity providing information to City by reason of any information being disclosed or opinions provided regarding the actions or performance of this Company. This authorization for disclosure of information is effective for one year, commencing on the date of this authorization. This authorization or copy of this authorization will be as valid and effective as the original.

Date: October 30, 2025

Signature: 

Printed or Typed Name: Chas Hutchins, PE

Title: President

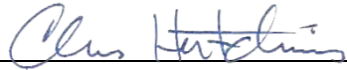
Proposer Name: Anderson Perry & Associates, Inc.

Attachment E
Certificate of Insurability

The undersigned hereby certifies that he or she and the below-named proposer ("Proposer") are fully aware of the insurance requirements contained in the City of Ontario Request for Proposals – Water Storage Tank and Pump Station Preliminary Design, Final Design, and Construction Engineering ("RFP") and the sample professional services agreement attached thereto as Attachment A. By submission of this proposal, I hereby represent and warrant to City of Ontario ("City") that Proposer will procure the insurance coverage required should Proposer be selected to be awarded a contract resulting from the RFP.

Should Proposer be awarded a contract by City, and then become unable to procure the required insurance coverage within ten (10) business days after the award, I and Proposer are fully aware, accept, and understand that City may, in City's sole discretion, revoke the contract award and Proposer will not be considered for further services and/or projects.

Date: October 30, 2025

Signature: 

Printed or Typed Name: Chas Hutchins, PE

Title: President

Proposer Name: Anderson Perry & Associates, Inc.

An aerial photograph of a wastewater treatment plant. A large river flows along the left side of the facility. In the center, there are several large, circular aeration tanks, some of which are partially covered in snow. To the right of the tanks is a large rectangular building, likely the control house or a pump station. Further to the right, there is a large parking lot filled with many vehicles, mostly white vans or trucks. The foreground shows a large, open, brownish field, possibly a dry pond or a construction area. The background features a line of trees and some residential or commercial buildings across the river.

Staff Resumes



Dave Wildman, PE

Project Manager

Education

B.S., Civil
Engineering,
University of Idaho

Professional Registrations

OR #67076PE
WA #47264
ID #P-17194

Relevant Project Experience:

Project Manager - New Snake River Intake and Pump Station Concept Development - City of Ontario, OR

As part of the City's WSMP, developed preliminary concepts and cost estimates for a new Snake River intake and screening system, identifying water right processes associated with the new screen, and confirming clearwell and chlorine contact time requirements. Evaluated potential advantages and disadvantages of relocating the water storage and booster pump facilities located at the existing Eastside Reservoir site to a new site north of the existing water treatment plant.

Project Manager - Water System Master Plan - City of Ontario, OR

Prepared a planning document to evaluate the City's water supply, storage, and distribution system improvements. The WSMP included an analysis of the City's existing water supply sources, including the Snake River along with six shallow alluvial wells, the existing water treatment plant capacity, the four operating water storage reservoirs (with 10.76 million gallons (MG) of available storage capacity) and 480,000 feet of piping in the distribution system.

Project Engineer - North Beltline Utility Crossing - City of Ontario, OR

The North Beltline Utility Crossing project was driven by a new highway interchange and bypass designed and constructed by the Oregon Department of Transportation. Sewer service was extended to a new service area and pipelines were sized based on projected contributions to the system. The project included several cased crossings, installation of PVC piping up to 21 inches in diameter, and some sewer lines reaching depths more than 25 feet in high groundwater areas.

Project Engineer - Water and Sewer Improvement Plans - City of Ontario, OR

Prepared water and sewer improvement plans in conjunction with the ODOT Olds Ferry-Ontario Highway Project located in Ontario. Developed a master plan for sewer improvements for the North Beltline Area to coordinate with the highway project and future sewer needs in the area.

Project Manager - Water Treatment System Improvements - City of Richland, OR

Oversaw design of a new drinking water treatment building and installation of a new filtration system and soda ash corrosion control system. The project also included new pumps, backup power, and a chlorination system. The project also consolidated water supply systems of the City of Richland and the community of New Bridge.

Project Manager - Parker Community Water System - Yakama Nation

Developed a new water system to serve the Parker community, consisting of a 250,000-gallon standpipe reservoir, development of a new well, a new well pump station, chlorination and polyphosphate treatment systems, and installation of approximately 2 miles of distribution system piping. The distribution system piping also crosses U.S. Highway 97 and the Burlington Northern Santa Fe railroad.

Project Engineer - Water Backup Power and Control Improvements - City of Union, OR

Designed improvements to improve water system control and backup power, which included installation of new backup power generation and system controls that will greatly increase the water systems reliability and redundancy. The project also included installing a new telemetry system to help Union's water system operate more efficiently.



Brad Baird, PE

Quality Control

Education

M.S.,
Environmental
Engineering,
Portland State
University
B.S., Civil
Engineering,
Portland State
University
A.A., Electrical
Engineering, Blue
Mt. Community
College

Professional Registrations

OR #18481PE

Relevant Project Experience:

Quality Control Reviewer - Water System Master Plan - City of Ontario, OR

Provided technical review and quality control for a planning document to evaluate the City's water supply, storage, and distribution system improvements. The plan included an analysis of the City's existing water supply sources, including the Snake River along with six shallow alluvial wells, the existing water treatment plant capacity, the four operating water storage reservoirs (with 10.76 MG of available storage capacity) and 480,000 feet of piping in the distribution system.

Project Manager - Snake River Intake Screen Repairs - City of Ontario, OR

Designed repairs to the existing Snake River intake screen system for the City's municipal water supply source, including removal, rehabilitation, and reinstallation of the screen units.

Project Manager - Water System Improvements - Biggs Service District

Designed improvements to the water system, including upgrading two existing wells, drilling a new well with a new pump station, constructing a new 400,000-gallon reservoir, and installing all new distribution system piping, including valves, hydrants, service lines, and water meters.

Quality Control Reviewer - Water System Improvements - City of Echo, OR

Provided quality control reviews for improvements to the City's water system including modifications to an existing well pump station, a new well pump and booster pump station, a new 500,000-gallon water storage reservoir, nearly 14,000 linear feet of water transmission pipeline, and replacement of approximately 260 water service meters.

Project Manager - Water System Improvements - City of Cove, OR

Designed a new 400 gpm basalt flowing artesian well, a new well pump station, a new 500,000-gallon ground-level steel reservoir, and distribution system improvements. The primary intent of the project was to provide a more reliable water supply source to the City to replace an existing well that was under the influence of surface water.

Project Engineer - Water System Improvements - City of Stanfield, OR

Designed a new 1,000,000-gallon storage reservoir, Well No. 5 improvements, a new booster pump station, a new pipeline from the reservoir to the existing distribution system, new distribution system piping, and recoating of the existing North Stanfield Reservoir. The improvements will provide the City with an improved, more reliable water system.

Project Manager - Water System Improvements - City of Boardman, OR

Designed improvements to the City's water system, including additional looping and larger pipelines in some key areas to ensure adequate fire protection, an additional main supply pipe that crosses under the railroad and I-84 to ensure uninterrupted domestic and fire service to the south side of the City, and improvements to the distribution system circulation and fire flow capacity.

Project Manager - Water System Improvements - City of Joseph, OR

Designed improvements to replace critical portions of a 16-inch transmission line from the reservoir and old portions of the distribution system that contributed to poor water quality. Designed a new 450 gpm alluvial filter-pack well to provide additional water supply capacity, a well pump station, pump station controls, and pipeline improvements.



Lucas Stangel, PE

Senior Design Lead

Education

B.S., Mechanical Engineering,
Oregon State University

Professional Registrations

OR #87627PE

Relevant Project Experience:

Project Engineer - Water System Improvements - City of Vale, OR

Provided design engineering services for this project that included constructing a new coagulation filtration arsenic treatment facility, upgrading the existing Washington Street Well pump station, installing a new transmission line from the Washington Street Well pump station to the new arsenic treatment facility, and replacing the existing Airport Reservoir with a new 700,000-gallon water storage reservoir.

Project Engineer - Water System Improvements - Town of Lakeview, OR

Provided design engineering services associated with a water system improvements project. Improvements included a raw water equalization tank, high head booster pumps, low head booster pumps, a water treatment equipment package, a potassium permanganate chemical feed system, a sodium hypochlorite feed system, submersible backwash pumps, a reclaim water storage tank, a waste solids evaporative pond, and a new building with associated rooms for operation of the water system.

Project Engineer - Transmission Line Booster Pump Station - Ice Fountain Water District

Provided design and construction engineering services to install a new booster pump station on the transmission line from the Ice Fountain spring including a concrete masonry unit building, site work, and station and site piping. Once installed, the booster pump station allowed the Ice Fountain Water District to certify their 3 cfs water right.

Project Manager - Water System Master Plan and Hydraulic Model - City of Joseph, OR

Prepared a WSMP, to evaluate the state of the City's water system that includes a slow sand filter water treatment facility, well, water storage reservoir, and distribution system. Oversaw development of the hydraulic model of the water system.

Project Manager - Water System Master Plan Update - City of Vale, OR

Completed a WSMP Update that utilized design criteria based on historical data analysis to project anticipated future (20-year) water system demands to evaluate the water supply, water treatment, water storage, and distribution systems. Oversaw the development of the hydraulic model used for the evaluation of the water system. The WSMP Update developed design standards and service goals for the planning period, identified present and future system deficiencies, and evaluated future water supply, storage, and distribution system needs.

Project Engineer - Water System Master Plan - City of Hines, OR

Prepared a planning document that addressed water system design criteria for a 20-year planning period, developed design standards and service goals for the planning period, identified present and future system needs, and developed improvement alternatives to address any identified deficiencies. Developed a hydraulic model that was used to evaluate the system as well as develop recommended improvements to address identified deficiencies and then present the findings in the WSMP.

Project Engineer - Water System Master Plan - Ice Fountain Water District

Prepared a WSMP that included an analysis of the existing system and its performance, evaluation of system needs, evaluation of improvement alternatives, and development of a financial plan and project implementation plan. Developed a hydraulic model of the existing system to be used during the evaluation. After identifying system deficiencies, the hydraulic model was used to develop and evaluate recommended improvements to address the deficiencies. Results from the hydraulic model along with the recommended improvements were presented in the WSMP.



Dane Maben, PE

Design Engineer

Education

B.S., Civil
Engineering,
Oregon State
University
B.S., Forest
Engineering,
Oregon State
University

Professional Registrations

OR #101781PE

Relevant Project Experience:

Project Manager - Water System Improvements - City of Echo, OR

Designed improvements to the City's water system including modifications to an existing well pump station, a new well pump and booster pump station, a new 500,000-gallon water storage reservoir, nearly 14,000 linear feet of water transmission pipeline, and replacement of approximately 260 water service meters.

Project Engineer - Water Treatment System Improvements - City of Richland, OR

Designed a new drinking water treatment building and installation of a new filtration system and soda ash corrosion control system. The project also included new pumps, backup power, and a chlorination system. The project will also consolidate water supply systems of the City of Richland and the community of New Bridge.

Project Engineer - Water System Improvements - City of Hines, OR

Assisted the City with obtaining funding, designing improvements to Wells No. 2 and 3 and pump station buildings, and constructing a new 800,000-gallon reservoir. The project also included installing more than 20,000 linear feet of water distribution improvements, including new lines that provide enhanced looping and circulation capabilities as well as improvements that will provide adequate fire flows.

Project Engineer - Water Backup Power and Control Improvements - City of Union, OR

Designed improvements to improve water system control and backup power, which included installation of new backup power generation and system controls that will greatly increase the water systems reliability and redundancy. The project also included installing a new telemetry system to help Union's water system operate more efficiently.

Project Manager - Wastewater System Improvements - City of Lone, OR

Designed a new community-wide small diameter wastewater collection system, new individual septic tanks at each residence/business, a new lift station, a new effluent forcemain, and a new community-wide drainfield. All service locations required installation of a septic tank effluent gravity system. Household sewage now flows into the septic tank prior to the liquid portion of the wastewater being discharged into the community-wide wastewater collection system by gravity flow.

Project Manager - Wastewater System Improvements - City of Echo, OR

Designed a new method of treated wastewater effluent disposal for the City by installing a new effluent forcemain to facilitate discharge to the City of Stanfield's wastewater collection system. The project also included installing new lagoon floating fountains and a new wastewater treatment facility access road bridge; improving the effluent pump station and Bonanza Street lift station; and removing biosolids from two lagoon treatment cells. These improvements will bring the City into compliance with all MAO and DEQ permit requirements.

Project Engineer - Water System Master Plan - City of Heppner, OR

Prepared a WSMP to provide an updated assessment of current system operations and distribution system hydraulic capacity. The WSMP focused on the overall water system, including the water supply, storage, and distribution systems, cost estimates for priority improvement projects, and a capital improvement plan for the 20-year planning period.



Brandon Mahon, PE, CWRE

Water Right Coordinator

Education

B.S., Civil
Engineering,
Oregon State
University
B.S., Forest
Engineering,
Oregon State
University

Professional Registrations

OR #87545PE
ID #P-17447
OR #87545CWRE

Relevant Project Experience:

Certified Water Rights Examiner - Claim of Beneficial Use and Extension of Time (Snake River Surface Water Rights) - City of Ontario, OR

Currently completing a partial perfection Claim of Beneficial Use for the City to obtain a certificate from the Oregon Water Resources Department for the amount of water currently being utilized from their Snake River surface water permit. Additionally, an Extension of Time application will be completed to extend the remaining portion of the permit to be perfected at a later time, after the new secondary river intake project is completed.

Certified Water Rights Examiner - Claim of Beneficial Use (Groundwater Rights) - City of Ontario, OR

In the process of completing a Claim of Beneficial Use for the City to obtain a certificate for several previously transferred certificates. The transfer included certificates related to the City's municipal well field along the Snake River, as well as multiple irrigation certificates around the City's airport.

Certified Water Rights Examiner - Claim of Beneficial Use and Extension of Time (Well No. 5) - City of Hermiston, OR

Completed a partial perfection Claim of Beneficial Use for the City to obtain a certificate from the Oregon Water Resources Department for the amount of water currently being utilized from Well No. 5. Additionally, an Extension of Time application was completed to extend the remaining portion of the permit to be perfected at a later time.

Certified Water Rights Examiner – Transfer and Claim of Beneficial Use (Well No. 5) - City of Island City, OR

Developed a Transfer application for the City, to provide water rights for a new well (Well No. 5) and provide maximum flexibility between all of their Points of Appropriations. After the Transfer was approved, completed a Claim of Beneficial Use application for the City to move the application out of an "inchoate" status and receive a new certificate for the new well.

Certified Water Rights Examiner - Claims of Beneficial Use (Well No. 5) - City of Stanfield, OR

Completed Claims of Beneficial Use for the City to prove up on two separate water rights that will allow the City to maximize the use of the new Well No. 5.

Certified Water Rights Examiner – Extension of Time (Eagle Creek Surface Water) - City of Richland, OR

Completed an extension of time for the City to extend the amount of time the City had to beneficially utilize a surface water right from Eagle Creek, giving the City water supply security well into the future.

Project Manager - Water System Improvements - City of Hines, OR

Assisted the City with obtaining funding, designing improvements to Wells No. 2 and 3 and pump station buildings, and constructing a new 800,000-gallon reservoir. The project also included installing more than 20,000 linear feet of water distribution improvements, including new lines that provide enhanced looping and circulation capabilities as well as improvements that will provide adequate fire flows.



Dana Kurtz, AICP

Senior Environmental Scientist

Relevant Project Experience:

Environmental Scientist - Water System Improvements - City of Boardman, OR

Prepared an EA for the USACE on behalf of the City of Boardman to fulfill NEPA requirements for the City's Water System Improvements project. The proposed action of the USACE was to grant a 3-acre easement to the City to construct needed improvements to the City's water system to meet current and future water demands, certificate the City's full Columbia River water right, perform needed system upgrades, increase water storage capacity during emergency situations, and meet water quality standards. The affected environments and environmental consequences analyzed for this EA were aesthetics, air quality, aquatic resources/wetlands, invasive species, fish and wildlife habitat, threatened/endangered species and critical habitats, historic properties and cultural resources, floodplains, hazardous, toxic, and radioactive waste, hydrology, land use, navigation, noise levels, public infrastructure, socioeconomics, environmental justice, soils, tribal trust resources, water quality, climate change, and safety.

Environmental Scientist - Water System Improvements - City of La Pine, OR

Prepared an EA that satisfied the requirements of four agencies at once - USDA, Oregon Health Authority - Drinking Water Services, U.S. Bureau of Land Management, and U.S. Forest Service. The EA was for the City of La Pine to help facilitate improvements to their water system. Environmental consequences were evaluated for many categories, including land use, floodplains, wetlands, biological resources, cultural resources, air quality, environmental justice, and corridor analysis. Upon analysis of these affected environments, AP determined there were FONSIs by the City's proposed water system improvements. The project was approved for the construction phase.

Environmental Scientist - Outback Townsite NEPA - City of Bend, OR

Working collaboratively with the Deschutes National Forest and the City of Bend to assess the environmental impact of the expansion of the City of Bend's water filtration facility. Steps include team meetings, surveying on-site for wetlands, cultural resources, and sensitive and invasive plants; determining project issues of concern through scoping from the public, agencies, and interested tribes; determining site compliance with state and federal regulations; and completing a visual resource impact analysis. This project is ongoing.

Environmental Scientist - Water System Improvements - City of Enterprise, OR

Prepared an Environmental Report to ensure that the proposed water system improvement project complied with NEPA and the requirement of the Safe Drinking Water Revolving Loan Fund administered by the Infrastructure Finance Authority. The report was approved and the project was approved for development.

Environmental Scientist - Boardman Collector Well No. 2 Bank Stabilization Construction Permitting - City of Boardman, OR

Prepared a USACE-compliant EA along with a JPA to obtain USACE 404, 401 WQC and DSL removal-fill permits for this construction project on the Columbia River for the City's new collector well.

Environmental Scientist - Water System Improvements - City of Kahlotus, WA

Completed SEPA and NEPA documentation to comply with the federal funding requirements of the Washington State CDBG program for this water system improvements project.

Education

Masters of Business Administration, Eastern Oregon University B.A., Environmental Studies, University of Washington

Professional Registrations

Certified Planner, American Institute of Certified Planners

Training

Hazardous Material Response-Awareness Level
Channel Migration Zone Training WA DNR
U.S. Army Corps of Engineers Wetland Delineation/Regional Supplement Training



Bill Ledbetter

Construction Administrator

Relevant Project Experience:

Construction Contract Administrator - Water System Improvements - City of Echo, OR

Provided construction contract administration for improvements to the City's water system, including modifications to an existing well pump station, a new well pump and booster pump station, a new 500,000-gallon water storage reservoir, nearly 14,000 linear feet of water transmission pipeline, and replacement of approximately 260 water service meters. Job duties included attending pre-construction and construction meetings, preparing applications for payment, collecting and reviewing quantity documents, reviewing and coordinating the contractor's schedule, coordinating with local landowners and officials, reviewing and negotiating change orders, and other related work.

Construction Contract Administrator - Water System Improvements - Biggs Service District

Provided construction contract administration for improvements to the water system, including upgrading two existing wells, drilling a new well with a new pump station, constructing a new 400,000-gallon reservoir, and installing all new distribution system piping, including valves, hydrants, service lines, and water meters. Responsibilities included bidding assistance, weekly project and request for information coordination, change order management, invoices and payment tracking completion notices preparation, Record Drawing development, and project closeout.

Construction Contract Administrator - Water Treatment System Improvements - City of Richland, OR

Provided construction contract administration for a new drinking water treatment building and installation of a new filtration system and soda ash corrosion control system. The project also included new pumps, backup power, and a chlorination system. Responsibilities included assistance with project bidding and negotiating; shop drawings and sample review; preconstruction conference attendance; construction observation site visits; and attended a system startup meeting.

Construction Contract Administrator - South Market Road Water Improvements - CTUIR - Public Works

Provided construction contract administration for a new well and pump station, a new 750,000-gallon welded steel reservoir, new 16-inch transmission line from the reservoir to the business park, and control equipment to facilitate operation of the new water supply well and reservoir from the master control center. Responsibilities included bidding assistance, weekly project and request for information coordination, change order management, invoices and payment tracking completion notices preparation, Record Drawing development, and project closeout.

Construction Contract Administrator - Wanapa Industrial Site Access Road and Infrastructure

Provided construction engineering services, on-site daily observations, and testing coordination with a third-party testing company for development of the site. The project included a lot layout, wastewater re-use options, and a site access road and utility infrastructure to serve the site.

Education

B.S., Rangeland Management,
Oregon State University

Certifications

Certified Embankment Technician
Certified Density Technician
General Construction Inspector
ADA Certification for Inspectors



Matthew J. Cash, PE, P.ENG

Electrical/Controls Engineer



Education

B.S., Electrical Engineering,
University of Portland

Professional Registrations

OR #59920PE

Areas of Practice

Electrical,
Mechanical,
Plumbing,
Technology,
Energy and Project
Management

Relevant Project Experience:

- Oregon Military Department Portable Hangar Improvements
- Colville Municipal Water Improvements
- Bly Water and Sanitary District Domestic Well
- Town of Lakeview Water System Improvements
- Wood River Valley Pump Station
- City of Chiloquin
 - Municipal Supply Production Well Control
 - Wastewater Treatment Plant Upgrades
- Tulelake CA Domestic Water System Improvements
- City of Soledad, CA Wastewater Lift Station
- U.S Forest Service
 - Tiller Ranger Station Upgrades
 - Tiller Ranger Station Wastewater System Improvements
 - Hart-Tish Wastewater and Water System Design
- Klamath Drainage District Feasibility Study
- Marion County
 - Public Works Server Room HVAC Upgrades
 - Behavioral Health Crisis Center Remodel
 - Health Building Remodel
- Oregon Department of Administrative Services
 - Salem Parking Lots EV Charging Upgrades
 - Archives Generator Feasibility
 - Archives Generator Addition
 - Mahonia Hall Generator Addition
 - Building 550 upgrades
 - General Service Building Emergency Power
 - ODAS Elevator Replacements
 - Enterprise Asset Management Upgrades
- Oregon Department of Fish and Wildlife Umatilla Hatchery
- Oregon Department of Forestry Tillamook District Ranger Station
- Oregon Institute of Technology
 - Domestic Water Booster Pump
 - Geothermal System Upgrades
 - Comprehensive Facilities MEP Conditions Analysis
 - Wilsonville Campus, FCA
 - Learning Resource Center Electrical Distribution Upgrades
 - Oregon Manufacturing Innovation Center (OMIC Phases 1 & 2) Renovation
 - 2 MW Geothermal Co-Generation Power Plant & Interconnection Agreement
 - Campus Wide Arc-Flash Analysis
 - Co-Generation Plant Site Work and Interconnection Feasibility Analysis
 - College Union HVAC upgrade
 - Campus Solar Power Review & Assessment
 - Geothermal FCA
 - Villages Housing Analysis
 - DOW Building Data Center
- Eastern Oregon University
 - South-Campus Electrical Distribution (Medium Voltage)
 - Badgley Hall Generator Upgrades
 - Campus Wide FCA
 - Integrated Services Building Deep Dive FCA
 - Inlow Hall Design Cost &U Analysis with FCA
 - Inlow Hall Generator
 - All Dormitories, and Campus Apartments FCA
- Over 200 Critical Facilities Upgrades/Designs



Jeremy Wenger, PE, MBA

MEP Lead Design Engineer



Relevant Project Experience:

- **Colville Municipal Water Improvement**
- **Bly Water and Sanitary District Domestic Water Well Controls**
- **City of Chiloquin**
 - Municipal Supply Production Well Control
 - Wastewater Treatment Plant Upgrades
- **Town of Lakeview Water System Improvements**
- **Wood River Valley Pump Station**
- **Oregon Department of Administrative Services**
 - State Archives Building Emergency Power
 - Capitol Mall Parking Structure Exhaust Fan Upgrade
 - Executive Building Elevator Upgrades
 - GSB Building Tenant Improvements
 - Emergency Generator Supply Design
 - 550 Building Tenant Improvements
- **ODOT Santiam Generator Ventilation**
- **Oregon Secretary of State Data Center Assessment**
- **Oregon Department of Corrections Boiler Upgrades Assessment**
- **Marion County**
 - Health Building Improvements
 - Behavioral Health Crisis Center Renovations
 - Data Center HVAC Upgrades
- **Oregon Department of Forestry Campus Chiller Upgrade**
- **City of Portland Dispatch Center HVAC Replacement**
- **Oregon Institute of Technology**
 - Domestic Water Booster Pump
 - MEP Condition & Capacity Assessment
 - Geothermal FCA
 - College Union HVAC Improvements
- **Eastern Oregon University**
 - Campus-Wide MEP Facilities Condition Assessment
 - Integrated Services Building Facilities Condition Assessment
 - Loso Capital Ask Assessment
 - Inlow Hall Commissioning (In Progress)
- **Southern Oregon University**
 - Stevenson Union Facilities Condition Assessment
 - Resident Hall Condition Verification
- **Salem-Keizer Public Schools Low Voltage Commissioning**
- **Jefferson School District High School HVAC Assessment**
- **Western University of Health Sciences Tenant Improvement**
- **Marion County Fire District No 1 Fire Station 2 Remodel**
- **St. Joseph Church**
 - Air Conditioning Feasibility Study
 - Church Renovation
 - Campus Heating System Upgrades
- **SAIF Corporation Generator Fuel Delivery System Upgrades**
- **Salem Housing Authority Southview Terrace Water Pipe Replacement**
- **Brookdale Senior Living Generator Addition**
- **Staub and Sons LPG Gas Piping Layout**
- **IGT Data Center HVAC Upgrades**
- **US Forest Service Wastewater Treatment Upgrades**
- **Queen of Peace Church School Addition**

Education

B.S., Mechanical Engineering,
Oregon State University

Professional Registrations

OR #76293PE

Areas of Practice

Mechanical,
Plumbing,
Controls,
Energy, Project
Management



WE KNOW CIVIL ENGINEERING

La Grande

Walla Walla

Redmond

Hermiston

Enterprise

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Exhibit B
Required Federal Contract Clauses

1. Source of Funds. Work under this Agreement is funded by the federal Safe Drinking Water Revolving Loan Fund ("SDWRLF") through Business Oregon and a partnership of local and/or private funds.
2. Whistleblower. Contractor receiving SDWRLF funds shall under or through this Agreement, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

The foregoing provision must be included in all contracts and subcontracts under this Agreement.

3. Non-Discrimination. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.
4. Termination for Cause and for Convenience and Breach of Contract. Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, Contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
5. Intellectual Property. Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this Agreement. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform the Project, or developed under contract with the Contractor specifically to enable Contractor's obligations related to the Project.
6. Inspections; Information. Contractor shall permit, and cause its subcontractors to allow the City of Ontario, the State of Oregon, the federal government and any party designated by them to:
 - (i) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
 - (ii) Interview any officer or employee of Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

The foregoing provision must be included in all contracts and subcontracts under this Agreement.

7. American Iron and Steel. Contractor acknowledges to and for the benefit of the City of Ontario (the "Water System") and the State of Oregon (the "State") that subsequent construction activities funded under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the Project to be produced in the United States ("American Iron and Steel Requirement"). The Contractor hereby represents and warrants to and for the benefit of the Water System and the State that (a) the Contractor has reviewed and understands the American Iron and Steel

Requirement, and (b) all engineering design, plans and specifications, and cost estimates shall facilitate compliance with the American Iron and Steel Requirement. While the Contractor has no direct contractual privity with the State, as a lender to the Water System for the funding of the Project, the Water System and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The foregoing provision must be included in all contracts and subcontracts under this Agreement.

8. Build America Buy America Act (BABA). Contractor acknowledges to and for the benefit of the City of Ontario (the "Owner") and the State of Oregon (the "State") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the Project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by Contractor pursuant to this Agreement. Contractor hereby represents and warrants to and for the benefit of the Owner and the State (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the Project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, any damages owed to the State by the Owner). If the Contractor has no direct contractual privity with the State, as a lender or awardee to the Owner for the funding of the Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The foregoing provision must be included in all contracts and subcontracts under this Agreement.

9. Prohibition on the Use of Federal Funds for Lobbying. Contractor must complete the Certification Regarding Lobbying (Exhibit C) on the following page.

Exhibit C
Certification Regarding Lobbying

(Awards to Contractors and Subcontractors exceeding \$100,000.00)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: Chas Hutchins

Printed Name: Chas Hutchins

Title: President

Date: 05/26/26

Attachment B
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business that is certified under ORS 200.055.

By signature of the authorized representative of the proposer, the proposer hereby certifies to City of Ontario that this proposer has not discriminated, and will not discriminate, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a veteran-owned business, or an emerging small business in awarding a subcontract, and, further, that if awarded the contract for which this proposal is submitted, will not so discriminate.

Date: May 26, 2026

Signature: 

Printed or Typed Name: Chas Hutchins, PE

Title: President

Business Name: Anderson Perry & Associates, Inc.

Attachment C
Tax Compliance Statement

The undersigned represents and warrants that the proposer identified below ("Proposer") has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, those tax laws described in ORS 305.380(4) (individually and collectively, the "Tax Laws"). Proposer will comply with the Tax Laws during the term of an agreement with the City of Ontario, if any. The undersigned certifies, under penalty of perjury, that Proposer is, to the best of the undersigned's knowledge, not in violation of any Tax Laws.

Date: May 26, 2026

Signature: Chas Hutchins

Printed or Typed Name: Chas Hutchins, PE

Title: President

Business Name of Proposer: Anderson Perry & Associates, Inc.

Attachment D

Authorization for Release of Performance Information and Waiver

I, Chas Hutchins, the undersigned, on behalf of Anderson Perry & Associates, Inc. ("Proposer"), do hereby consent and authorize all those companies and government entities listed in Proposer's proposal and any other government entity for whom Proposer has performed engineering services, to disclose and release to City of Ontario ("City") and/or its representatives, information, records, and opinions concerning Proposer's past performance. The purpose of this disclosure is to provide references to City.

Proposer hereby waives any claim it may have against City or any company or entity providing information to City by reason of any information being disclosed or opinions provided regarding the actions or performance of this Company. This authorization for disclosure of information is effective for one year, commencing on the date of this authorization. This authorization or copy of this authorization will be as valid and effective as the original.

Date: May 26, 2026

Signature: 

Printed or Typed Name: Chas Hutchins, PE

Title: President

Proposer Name: Anderson Perry & Associates, Inc.

Attachment E
Certificate of Insurability

The undersigned hereby certifies that he or she and the below-named proposer ("Proposer") are fully aware of the insurance requirements contained in the City of Ontario Request for Proposals – Water Storage Tank and Pump Station Preliminary Design, Final Design, and Construction Engineering ("RFP") and the sample professional services agreement attached thereto as Attachment A. By submission of this proposal, I hereby represent and warrant to City of Ontario ("City") that Proposer will procure the insurance coverage required should Proposer be selected to be awarded a contract resulting from the RFP.

Should Proposer be awarded a contract by City, and then become unable to procure the required insurance coverage within ten (10) business days after the award, I and Proposer are fully aware, accept, and understand that City may, in City's sole discretion, revoke the contract award and Proposer will not be considered for further services and/or projects.

Date: May 26, 2026

Signature: 

Printed or Typed Name: Chas Hutchins, PE

Title: President

Proposer Name: Anderson Perry & Associates, Inc.



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **TASK ORDER AWARD: DUCOTE CONSULTING SAFE DRINKING WATER (SDW) GRANT MANAGEMENT AND ENVIRONMENTAL REVIEWER SERVICES**

DATE: June 1, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE DUCOTE CONSULTING'S GRANT MANAGEMENT TASK ORDER FOR \$25,000 AND THE ENVIRONMENTAL REVIEWER TASK ORDER FOR \$20,000 FOR THE SAFE DRINKING WATER (SDW) LOAN FOR THE NEW WATER STORAGE TANK AND BOOSTER PUMP STATION AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The City of Ontario has a SDW and Water/Wastewater (W/WW) Program loan for a new Water Treatment Plan (WTP) storage tank and booster pump station. The current and first phase of the project is the engineering design. The project will 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.

BACKGROUND:

The City of Ontario has a SDW and Water/Wastewater (W/WW) Program loan for a new Water Treatment Plan (WTP) storage tank and booster pump station. The current and first phase of the project is the engineering design. The project will 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. Ducote Consulting has worked with the City on previous Federal grant and loan projects and has always performed to our satisfaction, and is selected for this project.

CURRENT SITUATION:

The City is in a position to begin the design phase of the project and needs a Grant Administrator as well as an Environmental Reviewer for the duration of the project.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the city's Strategic Plan.

- B. **FINANCIAL** The project is funded with SDW loan program dollars.
- C. **TIMING** We are ready to kick off this project. Time is of the essence.
- D. **POLICY/LEGAL** None.

ALTERNATIVES:

If the city elects not to move forward with the award of the task order, the implementation of the grant and environmental review will need to be completed by city staff who lack technical expertise and experience with the program, which will challenge successful implementation.

RECOMMENDATION:

Staff recommends awarding both Task Order's to Ducote Consulting (Grant Management and Environmental Reviewer) in the amount of \$25,000 and \$20,000, respectively.

ATTACHMENTS:

1. Safe Drinking Water_Ducote_Environmental Scope_signed
2. Safe Drinking Water_Ducote_Grant Admin Scope_signed

**SCOPE OF WORK
FOR SDW ENVIRONMENTAL REVIEW FOR THE
“Drinking Water Chlorine Contact and Storage Improvements”
IN THE CITY OF ONTARIO**

SCOPE OF WORK

The Environmental Reviewer shall provide the following services associated with the SDWRLF funding for the City of Ontario’s Drinking Water Chlorine Contact and Storage Improvements project as delineated in the appropriate grant handbook and other agency specified publications (this listing is not meant to be exhaustive or exclusive):

Authorities and requirements found in: *Program Guidelines and Applicant’s Handbook for the Federally Funded Safe Drinking Water Revolving Loan Fund* and OAR: 333-061-0063 - Environmental Review Process for The Safe Drinking Water Revolving Loan Fund Program

The Environmental Reviewer shall provide the following services associated with the proposed CDBG grant for the as delineated in the CDBG grant management handbook and other agency specified publications (this listing is not meant to be exhaustive or exclusive):

1. Work with City of Ontario and Technical Partner (Anderson Perry and Associates) to identify all areas of assessment (Area of Potential Effect).
2. Work with Business Oregon to define the level of environmental review required (Information Document or Impact Report).
3. Prepare the Environmental Information Document or Environmental Impact Report.
 - a. Analyze environmental conditions and potential project impacts to biological and natural resources including, but not limited to: Endangered Species, wetlands, noise pollution, floodplains, air quality, water quality, and protected Farmland.
 - b. Consult, in a timely manner, with relevant State and Federal cross-cutters. Including, but not limited to: NOAA, USFWS, and SHPO/THPOs.
 - c. Work with City’s chosen Technical Partner to provide project details to relevant agencies for review.
4. Ensure Water Project is in compliance with relevant Federal and State environmental, cultural, historical, and other related Environmental Review Record cross-cutters.
5. Assist the City with public involvement steps, including: Public Notice publication, necessary public hearings, and other public involvement.

6. Coordinate with City to procure Cultural Assessment services if Cultural Survey/Report is needed to fulfill requirements.
7. Prepare Request for Release of Funds and Notice of Intent to Request Release of Funds.
8. Ensure City has a final and complete copy of the Environmental Document.

Ducote Consulting is NOT responsible for (but can assist in procuring):

1. Conducting a Wetland Delineation;
2. Conducting a Cultural Resource Survey;
3. Wetland Removal/Fill Permitting.

The City of Ontario will be responsible for:

1. Designating an Authorized Signer who will certify the final document.
2. Fulfilling the roles of the Responsible Entity (RE) and assisting the Environmental Reviewer with any tasks that must be completed by the RE.
3. Completing any historic (State or Tribal) preservation requirements which must be completed by the RE.
4. Providing public access to the completed Environmental Document and other requirements of the public involvement process, which may involve hosting public hearing(s).

Not to Exceed and Hourly Fee

Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor for the Services at the hourly rate of \$115.00 and the prevailing federal mileage rate for any travel; provided, however, total compensation payable by City under this Agreement for performance of the Services will not exceed \$20,000.00. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. Subject to the terms and conditions contained in this Agreement, City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services.

Length of Contract

Three years from the execution of the contract or after all closeout tasks on the grant have been completed.

Signature Blocks

[Name and Title]:

Nicholas Ducote

Nicholas Ducote, CEO/President

Date

6/3/2026

Date

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

(541) 881-3201

Ducote Consulting
PO Box 596 La Grande, OR
97850

(541) 805-5543

Exhibit A

CERTIFICATION REGARDING LOBBYING

(Awards to Contractors and Subcontractors in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed	<u>Nicholas Puerto</u>
Title	<u>CEO/President</u>
Date	<u>6/3/2026</u>

**SCOPE OF WORK
FOR GRANT ADMINISTRATION FOR THE
“Drinking Water Chlorine Contact and Storage Improvements”
IN THE CITY OF ONTARIO**

SCOPE OF WORK

The Project Manager shall provide the following services associated with the SDWRLF funding for the City of Ontario’s Drinking Water Chlorine Contact and Storage Improvements project as delineated in the appropriate grant handbook and other agency specified publications (this listing is not meant to be exhaustive or exclusive):

Coordinate Project Management Activities:

- Serve as central contact for local, state, and federal people involved in the project.
- Assist the City with differentiating between SDWRLF and CDBG requirements and documentation.
- Possess knowledge of state and federal laws/requirements affecting the project.
- Coordinate all grant activities and administer all grant related contracts.
- Monitor project progress against the Scope of Work and Budget, providing the results to the City of Ontario and Business Oregon.
- Ensure grant recipients(s) meets all conditions of the grant contract and that contractors fulfill contractual obligations.
- Assist with procure architect/engineering services and construction contractors:
 - Possess knowledge of state law for procurement of materials and services.
 - Comply with state and local procurement laws and ordinances.
 - Prepare Requests for Proposals and/or Requests for Qualifications.
 - Coordinate drafting and reviewing of contracts to ensure compliance with federal requirements.
 - Prepare scope of services for each contract and obtain approval by appropriate regulatory authorities.
 - Ensure state review of all project-related contracts.
 - Prepare contract amendments or requests to state for funding contract amendments, when needed.
- Ensure that all the exhibits and conditions of the funding contract are fulfilled.
- Label all correspondence and other required documents with the appropriate project ID number(s).

- Obtain copies of all project Contracts and Agreements and provide copies to Business Oregon.
- Submit WBE and MBE outreach efforts and document the same.
 - American Iron and Steel
- Prepare budgets, schedules, and amendments as needed.
- Establish and maintain funding files during the project, which upon project completion shall be given to the City of Ontario for their records.
- Prepare cash requests, progress reports and other documents on an “as needed basis”.
- Participate in visits from the various State and Federal agencies to monitor the project. Prepare any responses to “Findings” of these visits after consulting with the City of Haines.
- Prepare, and after review by the City of Ontario submit reports as needed, to include the Project Completion Report.
- Provide financial information on the funding for any audits performed to include the City of Ontario’s Annual Audit.
- Other duties as assigned/needed.

Not to Exceed and Hourly Fee

Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor’s timely performance of the Services in accordance with this Agreement, City will pay Contractor for the Services at the hourly rate of \$115.00 and the prevailing federal mileage rate for any travel; provided, however, total compensation payable by City under this Agreement for performance of the Services will not exceed \$25,000.00. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an “Invoice”). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. Subject to the terms and conditions contained in this Agreement, City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City’s payment will be accepted by Contractor as full compensation for performing the subject Services.

Length of Contract

Three years from the execution of the contract or after all closeout tasks on the grant have been completed.

Signature Blocks

[Name and Title]:



Nicholas Ducote, CEO/President

Date

1/14/2026

Date

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

(541) 881-3201

Ducote Consulting
PO Box 596 La Grande, OR
97850

(541) 805-5543

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(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title **CEO/President, Ducote Consulting**

Date **1/14/2026**



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **BID AWARD: INSITUFORM - 2026 COLLECTION SYSTEM REHAB PROJECT**

DATE: June 1, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE BID AWARD TO THE LOWEST RESPONSIVE BIDDER, INSITUFORM, FOR \$741,890, PLUS A 5% CONSTRUCTION CONTINGENCY (\$37,095), FOR A TOTAL AWARD AMOUNT OF \$778,985, AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

The City of Ontario's bid opening for the 2026 Collection System Rehab Project occurred on March 25, 2026. Two responsive bids were received, with Insituform being the low responsive bidder. Their base bid amount was \$591,890. plus \$150,000 in additive bid items as budget allows.

BACKGROUND:

The city's new National Pollutant Discharge Elimination System (NPDES) Permit issued by the Oregon Department of Environmental Quality (DEQ) became effective on March 1, 2026. This permit requires biennial collection system rehab projects in an attempt to lower pollutants (e.g. arsenic) entering the collection system, the Wastewater Treatment Plant (WWTP), and eventually the Snake River. The City of Ontario's bid opening for the 2026 Collection System Rehab Project occurred on March 25, 2026. Two responsive bids were received, with Insituform being the low responsive bidder. Their base bid amount was \$591,890, plus \$150,000 in additive bid items as budget allows.

CURRENT SITUATION:

The city received a fair low bid for this project and is in a position to award the project within budget.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan and our NPDES Permit.

- B. **FINANCIAL** The total project budget was \$950,000 dollars and will be funded by the UCF. This bid is within this budget.
- C. **TIMING** The project needs to be awarded and work completed before the end of this year.
- D. **POLICY/LEGAL** The City Council is the approving authority for this action.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends bid award to Insituform in the amount of \$778,985 and authorize the City Manager to sign all documents.

ATTACHMENTS:

1. Integrity Inspection Bid Docs
2. Ontario_WW_Pipe_Rehab_Letter_of_Rec_Additive_Bid_Items
3. 00 51 00 - Notice of Award
4. Insituform Bid Docs
5. Ontario_WW_Pipe_Rehab_Letter_of_Rec_Additive_Bid_Items

BID FORM

PROJECT IDENTIFICATION:

BASE BID: Install CIPP in approximately 4,660 lineal feet of 8-inch sewer main and 340 lineal feet of 24-inch sewer main and reconnect services. Base bid also includes repairing 32 manholes.

ADDITIVE BID: Install CIPP in approximately 1,710 additional lineal feet of 8-inch sewer main and 340 lineal feet of 18-inch sewer main and reconnect services. Work also includes replacing 12 manholes, installing four new manholes, and installing 12 manhole liners

The project area includes portions of the sewer pipelines bordered by SW 4th Ave on the west, NW 5th Ave on the east, NW 10th St on the north, and NW 2nd St on the south.

**CITY OF ONTARIO
2026 WASTEWATER PIPELINE REHABILITATION
PROJECT NO. 217032-007**

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion.....	4
Article 7 – Attachments to this Bid.....	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**CITY OF ONTARIO, PUBLIC WORKS
1551 NW 9TH ST.
ONTARIO, OR 97914**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder agrees to be bound by and will comply with and further agrees that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this contract.
- F. Bidder agrees that if awarded the contract, he/she will furnish to the Owner, within ten (10) days after receiving from the Owner Notice of Award, a signed Agreement, such Bonds and certificates of insurance as are required by Owner, and evidence of \$30,000 public works bond filed by Bidder with the Oregon Construction Contractors Board.
- G. Bidder agrees that a completed First-Tier Subcontractor Disclosure Form is either included with this bid submission or will be provided within the time frame prescribed in these Bidding Documents. Bidder agrees that substitution of First-Tier Subcontractors will be made only in accordance with the provisions of ORS 279C.585.
- H. Bidder certifies that he/she will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts for this Work.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Base Bid Work in accordance with the Contract Documents for the following price(s):

BASE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	509.4.1.A.1	CIPP Segment Mobilization	EA	18	\$ 500.00	\$ 9,000.00
2	509.4.1.B.1.a	8" CIPP Rehabilitation	LF	4,660	\$ 96.00	\$ 447,360.00
3	509.4.1.B.1.c	24" CIPP Rehabilitation	LF	340	\$ 155.00	\$ 52,700.00
4	509.4.1.C.1	Cut Off Protruding Services	EA	14	\$ 175.00	\$ 2,450.00
5	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	144	\$ 75.00	\$ 10,800.00
6	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 30,000.00	\$ 30,000.00
8	1103.4.1.A.1	Traffic Control	LS	1	\$ 60,000.00	\$ 60,000.00
9	1210.4.1.A.1	Mobilization	LS	1	\$ 17,500.00	\$ 17,500.00
10	SP-100	Minor Manhole Rehabilitation	EA	24	\$ 2,250	\$ 54,000.00
11	SP-200	Major Manhole Rehabilitation	EA	8	\$ 10,350	\$ 82,800.00

TOTAL BASE BID SCHEDULE: \$ 766,610.00

Seven hundred Sixty-Six thousand six hundred DOLLARS (WRITTEN)
ten dollars and 00/100

ADDITIVE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	502.4.1.B.1	48" Sanitary Sewer Manhole Type A	EA	16	\$17,500	\$ 280,000.00
2	502.4.1.B.3	48" Sanitary Sewer Manhole – Type A Additional Depth	VF	8	\$ 1,000	\$ 8,000.00
3	502.4.1.F.1	Connection to Existing Manhole	EA	16	\$4,000	\$ 64,000.00
4	509.4.1.A.1	CIPP Segment Mobilization	EA	7	\$ 500	\$ 3,500.00
5	509.4.1.B.1.a	CIPP Liner - 8"	LF	1,710	\$ 96.00	\$ 164,160.00
6	509.4.1.B.1.b	CIPP Liner - 18"	LF	340	\$ 130.00	\$ 44,200.00
7	509.4.1.C.1	Cut Off Protruding Services	EA	16	\$175.00	\$ 2,800.00
8	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	58	\$ 75.00	\$ 4,350.00
9	512.4.1.A.1.a	Sewer Bypass	LS	1	\$40,000	\$ 40,000.00
11	1103.4.1.A.1	Traffic Control	LF	1	\$ 50,000	\$ 50,000.00
12	1210.4.1.A.1	Mobilization	LS	1	\$25,000	\$ 25,000.00
13	SP-300	Manhole Liner Installation	EA	12	\$9625	\$ 115,500.00

TOTAL ADDITIVE BID SCHEDULE: \$ 801,510.00

Eight hundred one thousand five hundred ten DOLLARS (WRITTEN)
dollar and 00/100

TOTAL BASE AND ADDITIVE BID SCHEDULES: \$ 1,568,120.00

One million five hundred sixty-eight thousand DOLLARS (WRITTEN)
one hundred twenty dollars and 00/100

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner as described in *Specification Section 00 21 13 – Instructions to Bidders*.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Submit required Bid security (Section 00 43 13).
 - B. Submit completed Bid Form according to instructions in Section 00 21 13 and this specification, including names and addresses, of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract (Section 00 43 46.01).
 - C. Submit a statement identifying whether the bidder is a resident bidder as defined in ORS 279A.120 (Section 00 43 36.01).
 - D. Submit State of Oregon First-Tier Subcontractor Disclosure Requirements Form within two (2) working hours of bid opening date and time.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Integrity Inspection Solution, Inc

By:

[Signature]

[Printed name]

Richard Maron
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Keysha Hadley

Title:

Director of Operations

Submittal Date:

3/25/26

Address for giving notices:

4419 Challenger Way Caldwell, ID 83605

Telephone Number:

208-960-2883

Fax Number:

(844)351-6902

Contact Name and e-mail address:

Tia Skinner office@IISPipeline.com
Keysha Hadley Keyshah@IISPipeline.com

Bidder's License No.:

236630
(where applicable)

STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

It is the Bidder's responsibility to determine all the documents that must be submitted to the City.

For purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."
purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."

**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE
SUBMITTED BY ALL BIDDERS NOT LATER THAN TWO WORKING HOURS OF THE
DAY/TIME THE BID IS DUE**

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

“Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.”

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

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

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

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

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

STATE OF OREGON

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: 2026 Wastewater Pipeline Rehabilitation

Bid Number: 217032-007 Bid Closing - Date: 3/25/26 Time: 11:30 AM

SUBCONTRACTOR NAME (Please Print)	CONTRACT DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name <u>AWP</u>	\$ <u>100,000.00</u>	<u>Traffic Control</u>
Name <u>Warrington Const</u>	\$ <u>300,000.00</u>	<u>dig and replace manholes</u>
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Failure to submit this form within two working hours of the day/time of the bid opening may result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidders Name): Integrity Inspection Solutions

Contact Name: Richard Merson Phone No.: 208-966-2883

RESIDENT BIDDER ATTESTMENT

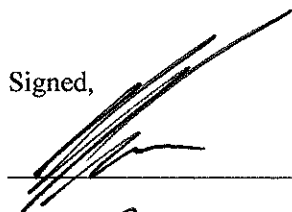
I hereby attest that

Integrity Inspection Solution IAL
(Name of Agency or Individual)

is _____ or is not ☒ (check one) a Resident Bidder as defined in ORS 279.120.

"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding the submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

Signed,



Richard Mason
(Please print or type your name here.)

BID BOND

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

BIDDER (Name and Address):

Integrity Inspection Solutions INC. 4419 Challenger Way, Caldwell, ID 83605

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

Travelers Casualty and Surety Company
Of America

OWNER (Name and Address):

City of Ontario

BID

Bid Due Date: 3/25/2026

Description (Project Name— Include Location): City of Ontario 2026 Wastewater pipeline rehab

BOND

Bond Number: TBD

Date: 3/23/2026

Penal sum Five Percentage

(Words)

\$ 5% of Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bidder's Name and Corporate Seal

By:

Signature

Richard Mason

Print Name

President/Owner

Title

Attest:

Signature

Title Director of operations

SURETY

Travelers Casualty and Surety Company
Of America

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Christopher Jensen

Print Name

POA

Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents;
 - 3.2 all Bids are rejected by Owner; or
 - 3.3 owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NAMING OF SUBCONTRACTORS, SUPPLIERS, AND OTHER ENTITIES FORM

In addition to subcontractors for (as applicable) plumbing, heating and air-conditioning work, and electrical work; provide the names and addresses of the additional subcontractors, suppliers, individuals, or entities called for in the Supplementary Conditions (include Oregon Construction Contractor License Numbers for any subcontractors).

<u>Name and Address</u>	<u>Classification</u>	<u>License Number (1)</u>
AWP Safety 9456 South Fessler Park Rd, Unit B West Jordan, UT 84081	Traffic Control	OK 7525 252540
Warrington Construction - Excavation 5325 Whitley Dr Fruitland, ID 83619		OR 101184

(1) List Oregon Construction Contractor License Numbers for all subcontractors.



100 E Bower St, Suite 110
Meridian, ID 83642

(208) 288-1992

May 29, 2026

**Re: Ontario 2026 Wastewater Pipeline Rehabilitation
Additive Bid Evaluation**

Dear Mayor and City Council Members,

Keller Associates, Inc. (Keller) previously provided a Recommendation of Award for the Ontario 2026 Wastewater Pipeline Rehabilitation project, see Attachment 1, dated April 1, 2026. According to **Article 19 of Section 00 21 13 - Instructions to Bidders outlined in the contract documents and specifications with a stamp date of February 17th, 2026**, Keller Associates determined, based on the information supplied, that **Insituform Technologies** is the apparent low bidder for the **Base Bid (\$591,890.00)** and for the **Additive Bid (\$433,046.00)**. Per Article 19.03 and 19.04 of Section 00 21 13 - Instructions to Bidders, **Keller recommends the bid be awarded to Insituform Technologies**. This is consistent with the original Recommendation of Award issued April 1, 2026.

Per Article **19.14(B) of the Instructions to Bidders, Section 00 21 13**, "In the comparison of Bids, additive bid items (ABI) (if any) will be applied in any order for which funds are available to determine the lowest responsible Bidder. After determination of the Successful Bidder... the award may be made to said Successful Bidder on its Base Bid and any combination of its Additive Bids for which Owner determines funds will be available at the time of award."

According to the bid language above, Keller has partnered with the City to establish the order of Additive Bid Items to be completed, as listed below. These selected Additive Bid Items will be applied until the maximum Contract Price has been reached, which was established as the **Base Bid (\$591,890.00)** plus up to **\$150,000.00** of the **Additive Bid Items** listed below, for a total Contract Price of **\$741,890.00** as outlined in the **Notice of Award, Section 00 51 00**.

- 1) Rehabilitate 8-inch line from Manholes E13-26 to E12-72.
- 2) Rehabilitate 8-inch line from Manholes E12-76 to E12-77.
- 3) Rehabilitate 8-inch line from Manholes E12-78 to E12-79.
- 4) Rehabilitate 8-inch line from Manholes E12-45 to E12-46.
- 5) Rehabilitate 8-inch line from Manholes E12-12 to E12-13.
- 6) Rehabilitate 18-inch line from Manholes E12-56 to E12-71.
- 7) Rehabilitate 8-inch line from Manholes E12-89 to E12-32.
- 8) Install manhole coatings (to be coordinated during construction).

Note, Additive Bid Items are listed in order of priority to be completed in the established order above until the maximum Contract Price is reached, per Specification **Section 00 21 13 – Instruction to Bidders (00 21 13.19.04.B)**.

Keller recommends to **proceed with the Notice of Award for the Base Bid and established Additive Bid Items to Insituform Technologies** as outlined in this Recommendation of Award and in the Notice of Award, Section 00 51 00.

If you have any questions regarding the proposed recommendation, please contact the undersigned at (208) 813-7613.

KELLER ASSOCIATES, INC.
Ryan Wagner, P.E.
Project Engineer

DocuSigned by:

A handwritten signature in blue ink that reads "Ryan Wagner".

716149BC2239439...

Enclosures:

- Attachment 1 - Notice of Award, Insituform Technologies
- Attachment 2 - Recommendation of Award, April 1, 2026
- Attachment 3 - Bid Tabulation
- Attachment 4 - **Insituform Technologies** Bid Documents, **March 25th, 2026**

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Ontario	Owner's Contract No.:	
Engineer:	Keller Associates, Inc.	Engineer's Project No.:	217032-007
Project:	2026 Wastewater Pipeline Rehabilitation	Contract Name:	Same as project name.
Bidder:	Insituform Technologies, LLC		
Bidder's Address:	580 Goddard Avenue Chesterfield, MO 63005		

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 25, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the following:

2026 Wastewater Pipeline Rehabilitation Base Bid and the following Additive Bid Items as funds are available (not to exceed the awarded Contract Price listed below):

- 1) Rehabilitate 8-inch line from Manholes E13-26 to E12-72.
- 2) Rehabilitate 8-inch line from Manholes E12-76 to E12-77.
- 3) Rehabilitate 8-inch line from Manholes E12-78 to E12-79.
- 4) Rehabilitate 8-inch line from Manholes E12-45 to E12-46.
- 5) Rehabilitate 8-inch line from Manholes E12-12 to E12-13.
- 6) Rehabilitate 18-inch line from Manholes E12-56 to E12-71.
- 7) Rehabilitate 8-inch line from Manholes E12-89 to E12-32.
- 8) Install manhole coatings (to be coordinated during construction).

Note, Additive Bid Items are listed in order of priority to be completed in the established order above until the below Contract Price is reached, per Specification Section 00 21 13 – Instruction to Bidders (00 21 13.19.04.B).

The Contract Price of the awarded Contract is **\$741,890** (not to exceed without fully executed change order).

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

[1] a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 5.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Ontario

Authorized Signature

By:

Title:

Copy: Engineer



April 1, 2026

**Re: Ontario 2026 Wastewater Pipeline Rehabilitation
Bid Evaluation**

Dear Mayor and City Council Members,

This letter is to summarize our evaluation of the bid documents received for the Ontario WW Pipeline Improvements project. Bids were received **March 25th, 2026 at 11:30am local time**. A total of **two contractors (Insituform Technologies, Integrity Inspection Solutions)** submitted bids for the project. Bid tabulations for the contractors showing their bid amounts are included as Attachment 1.

Two additional bids were received **after** March 25th, 2026 at 11:30am local time. Per **Article 15.04 of Section 00 21 13 - Suggested Instructions to Bidders for Construction Contracts**, "Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location, will not be accepted and will be returned to the Bidder unopened." Thus the two late bids were returned to their respective Bidders unopened.

Keller Associates, Inc. (Keller) reviewed each responsive bid package for compliance according to **Article 19 of Section 00 21 13 - Instructions to Bidders outlined in the contract documents and specifications with a stamp date of February 17th, 2026**. All required documents were received for **Insituform Technologies and Integrity Inspection Solutions**. Keller Associates has determined, based on the information supplied, that the submitted bid packages are complete and appear to be responsive.

Insituform Technologies is the apparent low bidder for the **Base Bid (\$591,890.00) and for the Additive Bid (\$433,046.00)**.

Per Article 19.03 and 19.04 of Section 00 21 13 - Instructions to Bidders, **Keller recommends the bid be awarded to Insituform Technologies**.

If you have any questions regarding the proposed recommendation, please contact the undersigned at (208) 813-7590.

KELLER ASSOCIATES, INC.
Justin Walker, P.E.
Project Engineer

Enclosures:

Attachment 1 - Bid Tabulation

Attachment 2 - **Insituform Technologies** Bid Documents, **March 25th, 2026**



Owner
Bid Date
BID TABULATION

City of Ontario
3/25/2026
2026 Wastewater Pipeline Rehabilitation

Bidder:				Insituform Technologies		Integrity Inspection Solution, Inc.	
Item No.	ISPWC Payment Reference	Item Description	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
1	509.4.1.A.1	CIPP Segment Mobilization	18	\$ 344.00	\$ 6,192.00	\$ 500.00	\$ 9,000.00
2	509.4.1.B.1.a	8" CIPP Rehabilitation	4660	\$ 73.00	\$ 340,180.00	\$ 96.00	\$ 447,360.00
3	509.4.1.B.1.c	24" CIPP Rehabilitation	340	\$ 259.00	\$ 88,060.00	\$ 155.00	\$ 52,700.00
4	509.4.1.C.1	Cut Off Protruding Services	14	\$ 416.00	\$ 5,824.00	\$ 175.00	\$ 2,450.00
5	509.4.1.D.1	Reconnect Service Line/Reinstatement	144	\$ 80.00	\$ 11,520.00	\$ 75.00	\$ 10,800.00
6	512.4.1.A.1.a	Sewer Bypass	1	\$ 954.00	\$ 954.00	\$ 30,000.00	\$ 30,000.00
7	1103.4.1.A.1	Traffic Control	1	\$ 33,661.00	\$ 33,661.00	\$ 60,000.00	\$ 60,000.00
8	1210.4.1.A.1	Mobilization	1	\$ 26,507.00	\$ 26,507.00	\$ 17,500.00	\$ 17,500.00
9	SP-100	Minor Manhole Rehabilitation	24	\$ 1,571.00	\$ 37,704.00	\$ 2,250.00	\$ 54,000.00
10	SP-200	Major Manhole Rehabilitation	8	\$ 5,161.00	\$ 41,288.00	\$ 10,350.00	\$ 82,800.00
TOTAL:					\$ 591,890.00		\$ 766,610.00

Bidder:				Insituform Technologies		Integrity Inspection Solution, Inc.	
Item No.	ISPWC Payment Reference	Item Description	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
1	502.4.1.B.1	48" Sanitary Sewer Manhole Type A	16	\$ 5,942.00	\$ 95,072.00	\$ 17,500.00	\$ 280,000.00
2	502.4.1.B.3	48" Sanitary Sewer Manhole - Type A Additional Depth	8	\$ 1,908.00	\$ 15,264.00	\$ 1,000.00	\$ 8,000.00
3	502.4.1.F.1	Connection to Existing Manhole	16	\$ 1,566.00	\$ 25,056.00	\$ 4,000.00	\$ 64,000.00
4	509.4.1.A.1	CIPP Segment Mobilization	7	\$ 348.00	\$ 2,436.00	\$ 500.00	\$ 3,500.00
5	509.4.1.B.1.a	CIPP Liner - 8"	1710	\$ 70.00	\$ 119,700.00	\$ 96.00	\$ 164,160.00
6	509.4.1.B.1.b	CIPP Liner - 18"	340	\$ 190.00	\$ 64,600.00	\$ 130.00	\$ 44,200.00
7	509.4.1.C.1	Cut Off Protruding Services	16	\$ 414.00	\$ 6,624.00	\$ 175.00	\$ 2,800.00
8	509.4.1.D.1	Reconnect Service Line/Reinstatement	58	\$ 71.00	\$ 4,118.00	\$ 75.00	\$ 4,350.00
9	512.4.1.A.1.a	Sewer Bypass	1	\$ 987.00	\$ 987.00	\$ 40,000.00	\$ 40,000.00
10	1103.4.1.A.1	Traffic Control	1	\$ 44,753.00	\$ 44,753.00	\$ 50,000.00	\$ 50,000.00
11	1210.4.1.A.1	Mobilization	1	\$ 580.00	\$ 580.00	\$ 25,000.00	\$ 25,000.00
12	SP-300	Manhole Liner Installation	12	\$ 4,488.00	\$ 53,856.00	\$ 9,625.00	\$ 115,500.00
TOTAL:					\$ 433,046.00		\$ 801,510.00

Bid Totals ("All Bid Schedules")		
Insituform Technologies	\$	1,024,936.00
Integrity Inspection Solution, Inc.	\$	1,568,120.00

CITY OF ONTARIO
2026 WASTEWATER PIPELINE REHABILITATION

217032-007

BID FORM**PROJECT IDENTIFICATION:**

BASE BID: Install CIPP in approximately 4,660 lineal feet of 8-inch sewer main and 340 lineal feet of 24-inch sewer main and reconnect services. Base bid also includes repairing 32 manholes.

ADDITIVE BID: Install CIPP in approximately 1,710 additional lineal feet of 8-inch sewer main and 340 lineal feet of 18-inch sewer main and reconnect services. Work also includes replacing 12 manholes, installing four new manholes, and installing 12 manhole liners

The project area includes portions of the sewer pipelines bordered by SW 4th Ave on the west, NW 5th Ave on the east, NW 10th St on the north, and NW 2nd St on the south.

CITY OF ONTARIO
2026 WASTEWATER PIPELINE REHABILITATION
PROJECT NO. 217032-007

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion.....	4
Article 7 – Attachments to this Bid.....	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**CITY OF ONTARIO, PUBLIC WORKS
1551 NW 9TH ST.
ONTARIO, OR 97914**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
none - just corrected spec	3/11
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder agrees to be bound by and will comply with and further agrees that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this contract.
- F. Bidder agrees that if awarded the contract, he/she will furnish to the Owner, within ten (10) days after receiving from the Owner Notice of Award, a signed Agreement, such Bonds and certificates of insurance as are required by Owner, and evidence of \$30,000 public works bond filed by Bidder with the Oregon Construction Contractors Board.
- G. Bidder agrees that a completed First-Tier Subcontractor Disclosure Form is either included with this bid submission or will be provided within the time frame prescribed in these Bidding Documents. Bidder agrees that substitution of First-Tier Subcontractors will be made only in accordance with the provisions of ORS 279C.585.
- H. Bidder certifies that he/she will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts for this Work.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Base Bid Work in accordance with the Contract Documents for the following price(s):

BASE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	509.4.1.A.1	CIPP Segment Mobilization	EA	18	\$ 344.00	\$6192.00
2	509.4.1.B.1.a	8" CIPP Rehabilitation	LF	4,660	\$ 73.00	\$340,180.00
3	509.4.1.B.1.c	24" CIPP Rehabilitation	LF	340	\$ 259.00	\$88,060.00
4	509.4.1.C.1	Cut Off Protruding Services	EA	14	\$ 416.00	\$5,824.00
5	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	144	\$ 80.00	\$11,520.00
6	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 954.00	\$954.00
8	1103.4.1.A.1	Traffic Control	LS	1	\$ 33,661.00	\$33,661.00
9	1210.4.1.A.1	Mobilization	LS	1	\$ 26,507.00	\$26,507.00
10	SP-100	Minor Manhole Rehabilitation	EA	24	\$ 1571.00	\$37,704.00
11	SP-200	Major Manhole Rehabilitation	EA	8	\$ 5161.00	\$41,288.00

TOTAL BASE BID SCHEDULE: \$ 591,890.00 Five hundred ninety one thousand eight hundred ninety

DOLLARS (WRITTEN)

ADDITIVE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	502.4.1.B.1	48" Sanitary Sewer Manhole Type A	EA	16	\$ 5942.00	\$ 95,072.00
2	502.4.1.B.3	48" Sanitary Sewer Manhole – Type A Additional Depth	VF	8	\$ 1908.00	\$ 15,264.00
3	502.4.1.F.1	Connection to Existing Manhole	EA	16	\$ 1566.00	\$ 25,056.00
4	509.4.1.A.1	CIPP Segment Mobilization	EA	7	\$ 348.00	\$ 2436.00
5	509.4.1.B.1.a	CIPP Liner - 8"	LF	1,710	\$ 70.00	\$ 119,700.00
6	509.4.1.B.1.b	CIPP Liner - 18"	LF	340	\$ 190.00	\$ 64,600.00
7	509.4.1.C.1	Cut Off Protruding Services	EA	16	\$ 414.00	\$ 6624.00
8	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	58	\$ 71.00	\$ 4118.00
9	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 987.00	\$ 987.00
11	1103.4.1.A.1	Traffic Control	LF	1	\$ 44,753.00	\$ 44,753.00
12	1210.4.1.A.1	Mobilization	LS	1	\$ 580.00	\$ 580.00
13	SP-300	Manhole Liner Installation	EA	12	\$ 4488.00	\$ 53,856.00

TOTAL ADDITIVE BID SCHEDULE: \$ 433,046.00 Four hundred thirty three thousand forty six

DOLLARS (WRITTEN)

TOTAL BASE AND ADDITIVE BID SCHEDULES: \$ 1,024,936.00

One million twenty four thousand nine hundred thirty six

DOLLARS (WRITTEN)

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

Modified from EJCDC® C-410, Bid Form for Construction Contracts.

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- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner as described in *Specification Section 00 21 13 – Instructions to Bidders*.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Submit required Bid security (Section 00 43 13).
 - B. Submit completed Bid Form according to instructions in Section 00 21 13 and this specification, including names and addresses, of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract (Section 00 43 46.01).
 - C. Submit a statement identifying whether the bidder is a resident bidder as defined in ORS 279A.120 (Section 00 43 36.01).
 - D. Submit State of Oregon First-Tier Subcontractor Disclosure Requirements Form within two (2) working hours of bid opening date and time.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Insituform Technologies, LLC

By:

[Signature]

Whitney Schulte

[Printed name]

Whitney Schulte, Contracting & Attesting Officer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Christlanda Adkins

[Printed name]

Christlanda Adkins

Title:

Contracting & Attesting Officer

Submittal Date:

March 25, 2026

Address for giving notices:

580 Goddard Avenue, Chesterfield, MO 63005

Telephone Number:

636-530-8000

Fax Number:

636-530-8701

Contact Name and e-mail address:

Whitney Schulte, Contracting & Attesting Officer

WSchulte@Azuria.com

Bidder's License No.:

196019

(where applicable)

STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

It is the Bidder's responsibility to determine all the documents that must be submitted to the City.

For purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."
purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."

**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE
SUBMITTED BY ALL BIDDERS NOT LATER THAN TWO WORKING HOURS OF THE
DAY/TIME THE BID IS DUE**

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

“Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.”

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

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

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

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

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

STATE OF OREGON

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: 2026 Wastewater Pipeline Rehabilitation

Bid Number: 217032-007 **Bid Closing - Date:** March 25, 2026 **Time:** 11:30 am

SUBCONTRACTOR NAME (Please Print)	CONTRACT DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name <u>West Coast CIP</u>	\$ <u>133,400.00</u>	<u>Manhole Repair/Rehab</u>
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Failure to submit this form within two working hours of the day/time of the bid opening may result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidders Name): Insituform Technologies, LLC

Contact Name: Chantal Evans Phone No.: (303) 4826178

RESIDENT BIDDER ATTESTMENT

I hereby attest that

Insituform Technologies, LLC
(Name of Agency or Individual)

is X or is not _____ (check one) a Resident Bidder as defined in ORS 279.120.

"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding the submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

Signed,



Whittney Schulte, Contracting & Attesting Officer
(Please print or type your name here.)

BID BOND

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

BIDDER (*Name and Address*):

Insituform Technologies, LLC
580 Goddard Avenue
Chesterfield, MO 63005

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (*Name and Address*):

City of Ontario
1551 NW 9th St.
Ontario, OR 97914

BID

Bid Due Date: March 25, 2026

Description (*Project Name— Include Location*):

2026 Wastewater Pipeline Rehabilitation, Project No. 217032-007

BOND

Bond Number: N/A

Date: March 25, 2026

Penal sum	Five Percent of the Amount Bid	\$ 5% of the Amount Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Insituform Technologies, LLC (Seal)
Bidder's Name and Corporate Seal

By: 
Signature

Whittney Schulte
Print Name

Contracting & Attesting Officer
Title

Attest: 
Signature

Title Christlanda Adkins, Contracting & Attesting Officer

SURETY

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Dana A. Johnessee
Print Name

Attorney-in-Fact
Title

Attest: 
Signature

Title Andrea McCarthy, Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents;
 - 3.2 all Bids are rejected by Owner; or
 - 3.3 owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dana A. Johnessee** of **CHESTERFIELD, Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

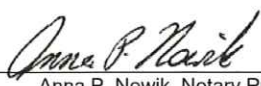
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

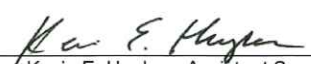
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of March, 2026.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

In addition to subcontractors for (as applicable) plumbing, heating and air-conditioning work, and electrical work; provide the names and addresses of the additional subcontractors, suppliers, individuals, or entities called for in the Supplementary Conditions (include Oregon Construction Contractor License Numbers for any subcontractors).

[illegible]

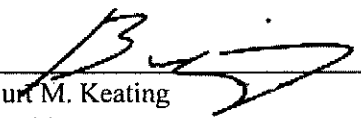
(1) List Oregon Construction Contractor License Numbers for all subcontractors.

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 04, 2025



Burt M. Keating
President



Application for Authority to Transact Business - Foreign Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

FILED

JAN 19 2012

REGISTRY NUMBER: 827897-94

For office use only

OREGON
SECRETARY OF STATE
For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME: INSITUFORM TECHNOLOGIES, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name on the Certificate of Existence. See #3.

2) STATE OR COUNTRY OF ORGANIZATION:

Delaware

Date of Organization: 03/27/1980

3) CERTIFICATE OF EXISTENCE:

☒ A certificate of existence, current within 60 days of delivery to this Division, authenticated by the official having custody of the organization, is attached.

4) DURATION: (Please check one.)

☐ Latest date upon which the entity is to dissolve is _____

Or

☒ Duration shall be perpetual.

5) THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).

6) NAME OF OREGON REGISTERED AGENT:

Corporation Service Company

7) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

(Must be an Oregon Street Address, which is identical to the registered agent's business office.)

285 Liberty Street NE

Salem, OR 97301

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS:

17988 Edison Ave.

Chesterfield, MO 63005

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

17988 Edison Ave.

Chesterfield, MO 63005

10) HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?

☐ This LLC will be member-managed by one or more members.

☒ This LLC will be manager-managed by one or more managers.

11) EXECUTION: (At least one member or manager must sign.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: [Signature]

Printed Name:

David P. Morris

Title:

Manager

CONTACT NAME: (To resolve questions with this filing.)

PHONE NUMBER: (Include area code.)

FEES	
Required Processing Fee	\$275
Confirmation Copy (Optional)	\$5
Processing Fees are nonrefundable. Please make check payable to "Corporation Division."	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

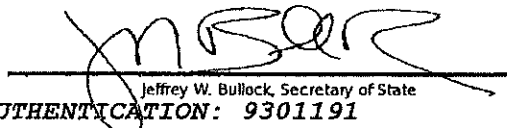
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0889565 8300

120055443

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301191

DATE: 01-17-12

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Ontario	Owner's Contract No.:	
Engineer:	Keller Associates, Inc.	Engineer's Project No.:	217032-007
Project:	2026 Wastewater Pipeline Rehabilitation	Contract Name:	Same as project name.
Bidder:	Insituform Technologies, LLC		
Bidder's Address:	580 Goddard Avenue Chesterfield, MO 63005		

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 25, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the following:

2026 Wastewater Pipeline Rehabilitation Base Bid and the following Additive Bid Items as funds are available (not to exceed the awarded Contract Price listed below):

- 1) **Rehabilitate 8-inch line from Manholes E13-26 to E12-72.**
- 2) **Rehabilitate 8-inch line from Manholes E12-76 to E12-77.**
- 3) **Rehabilitate 8-inch line from Manholes E12-78 to E12-79.**
- 4) **Rehabilitate 8-inch line from Manholes E12-45 to E12-46.**
- 5) **Rehabilitate 8-inch line from Manholes E12-12 to E12-13.**
- 6) **Rehabilitate 18-inch line from Manholes E12-56 to E12-71.**
- 7) **Rehabilitate 8-inch line from Manholes E12-89 to E12-32.**
- 8) **Install manhole coatings (to be coordinated during construction).**

Note, Additive Bid Items are listed in order of priority to be completed in the established order above until the below Contract Price is reached, per Specification Section 00 21 13 – *Instruction to Bidders* (00 21 13.19.04.B).

The Contract Price of the awarded Contract is **\$741,890** (not to exceed without fully executed change order).

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

[1] a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 5.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Ontario

Authorized Signature

By:

Title:

Copy: Engineer

BID FORM

PROJECT IDENTIFICATION:

BASE BID: Install CIPP in approximately 4,660 lineal feet of 8-inch sewer main and 340 lineal feet of 24-inch sewer main and reconnect services. Base bid also includes repairing 32 manholes.

ADDITIVE BID: Install CIPP in approximately 1,710 additional lineal feet of 8-inch sewer main and 340 lineal feet of 18-inch sewer main and reconnect services. Work also includes replacing 12 manholes, installing four new manholes, and installing 12 manhole liners

The project area includes portions of the sewer pipelines bordered by SW 4th Ave on the west, NW 5th Ave on the east, NW 10th St on the north, and NW 2nd St on the south.

**CITY OF ONTARIO
2026 WASTEWATER PIPELINE REHABILITATION
PROJECT NO. 217032-007**

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion.....	4
Article 7 – Attachments to this Bid.....	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**CITY OF ONTARIO, PUBLIC WORKS
1551 NW 9TH ST.
ONTARIO, OR 97914**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
none - just corrected spec	3/11
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder agrees to be bound by and will comply with and further agrees that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this contract.
- F. Bidder agrees that if awarded the contract, he/she will furnish to the Owner, within ten (10) days after receiving from the Owner Notice of Award, a signed Agreement, such Bonds and certificates of insurance as are required by Owner, and evidence of \$30,000 public works bond filed by Bidder with the Oregon Construction Contractors Board.
- G. Bidder agrees that a completed First-Tier Subcontractor Disclosure Form is either included with this bid submission or will be provided within the time frame prescribed in these Bidding Documents. Bidder agrees that substitution of First-Tier Subcontractors will be made only in accordance with the provisions of ORS 279C.585.
- H. Bidder certifies that he/she will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts for this Work.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Base Bid Work in accordance with the Contract Documents for the following price(s):

BASE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	509.4.1.A.1	CIPP Segment Mobilization	EA	18	\$ 344.00	\$6192.00
2	509.4.1.B.1.a	8" CIPP Rehabilitation	LF	4,660	\$ 73.00	\$340,180.00
3	509.4.1.B.1.c	24" CIPP Rehabilitation	LF	340	\$ 259.00	\$88,060.00
4	509.4.1.C.1	Cut Off Protruding Services	EA	14	\$ 416.00	\$5,824.00
5	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	144	\$ 80.00	\$11,520.00
6	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 954.00	\$954.00
8	1103.4.1.A.1	Traffic Control	LS	1	\$ 33,661.00	\$33,661.00
9	1210.4.1.A.1	Mobilization	LS	1	\$ 26,507.00	\$26,507.00
10	SP-100	Minor Manhole Rehabilitation	EA	24	\$ 1571.00	\$37,704.00
11	SP-200	Major Manhole Rehabilitation	EA	8	\$ 5161.00	\$41,288.00

TOTAL BASE BID SCHEDULE: \$ 591,890.00 Five hundred ninety one thousand eight hundred ninety

DOLLARS (WRITTEN)

ADDITIVE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	502.4.1.B.1	48" Sanitary Sewer Manhole Type A	EA	16	\$ 5942.00	\$ 95,072.00
2	502.4.1.B.3	48" Sanitary Sewer Manhole – Type A Additional Depth	VF	8	\$ 1908.00	\$ 15,264.00
3	502.4.1.F.1	Connection to Existing Manhole	EA	16	\$ 1566.00	\$ 25,056.00
4	509.4.1.A.1	CIPP Segment Mobilization	EA	7	\$ 348.00	\$ 2436.00
5	509.4.1.B.1.a	CIPP Liner - 8"	LF	1,710	\$ 70.00	\$ 119,700.00
6	509.4.1.B.1.b	CIPP Liner - 18"	LF	340	\$ 190.00	\$ 64,600.00
7	509.4.1.C.1	Cut Off Protruding Services	EA	16	\$ 414.00	\$ 6624.00
8	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	58	\$ 71.00	\$ 4118.00
9	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 987.00	\$ 987.00
11	1103.4.1.A.1	Traffic Control	LF	1	\$ 44,753.00	\$ 44,753.00
12	1210.4.1.A.1	Mobilization	LS	1	\$ 580.00	\$ 580.00
13	SP-300	Manhole Liner Installation	EA	12	\$ 4488.00	\$ 53,856.00

TOTAL ADDITIVE BID SCHEDULE: \$ 433,046.00 Four hundred thirty three thousand forty six

DOLLARS (WRITTEN)

TOTAL BASE AND ADDITIVE BID SCHEDULES: \$ 1,024,936.00

One million twenty four thousand nine hundred thirty six

DOLLARS (WRITTEN)

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

Modified from EJCDC® C-410, Bid Form for Construction Contracts.

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- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner as described in *Specification Section 00 21 13 – Instructions to Bidders*.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Submit required Bid security (Section 00 43 13).
 - B. Submit completed Bid Form according to instructions in Section 00 21 13 and this specification, including names and addresses, of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract (Section 00 43 46.01).
 - C. Submit a statement identifying whether the bidder is a resident bidder as defined in ORS 279A.120 (Section 00 43 36.01).
 - D. Submit State of Oregon First-Tier Subcontractor Disclosure Requirements Form within two (2) working hours of bid opening date and time.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Insituform Technologies, LLC

By:

[Signature]

Whitney Schulte

[Printed name]

Whitney Schulte, Contracting & Attesting Officer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Christlanda Adkins

[Printed name]

Christlanda Adkins

Title:

Contracting & Attesting Officer

Submittal Date:

March 25, 2026

Address for giving notices:

580 Goddard Avenue, Chesterfield, MO 63005

Telephone Number:

636-530-8000

Fax Number:

636-530-8701

Contact Name and e-mail address:

Whitney Schulte, Contracting & Attesting Officer

WSchulte@Azuria.com

Bidder's License No.:

196019

(where applicable)

STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

It is the Bidder's responsibility to determine all the documents that must be submitted to the City.

For purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."
purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."

**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE
SUBMITTED BY ALL BIDDERS NOT LATER THAN TWO WORKING HOURS OF THE
DAY/TIME THE BID IS DUE**

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

“Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.”

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

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

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

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

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

STATE OF OREGON

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: 2026 Wastewater Pipeline Rehabilitation

Bid Number: 217032-007 **Bid Closing - Date:** March 25, 2026 **Time:** 11:30 am

SUBCONTRACTOR NAME (Please Print)	CONTRACT DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name <u>West Coast CIP</u>	\$ <u>133,400.00</u>	<u>Manhole Repair/Rehab</u>
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Failure to submit this form within two working hours of the day/time of the bid opening may result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidders Name): Insituform Technologies, LLC

Contact Name: Chantal Evans Phone No.: (303) 4826178

RESIDENT BIDDER ATTESTMENT

I hereby attest that

Insituform Technologies, LLC
(Name of Agency or Individual)

is X or is not _____ (check one) a Resident Bidder as defined in ORS 279.120.

"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding the submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

Signed,



Whittney Schulte, Contracting & Attesting Officer
(Please print or type your name here.)

BID BOND

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

BIDDER (*Name and Address*):

Insituform Technologies, LLC
580 Goddard Avenue
Chesterfield, MO 63005

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (*Name and Address*):

City of Ontario
1551 NW 9th St.
Ontario, OR 97914

BID

Bid Due Date: March 25, 2026

Description (*Project Name— Include Location*):

2026 Wastewater Pipeline Rehabilitation, Project No. 217032-007

BOND

Bond Number: N/A

Date: March 25, 2026

Penal sum	Five Percent of the Amount Bid	\$ 5% of the Amount Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Insituform Technologies, LLC (Seal)
Bidder's Name and Corporate Seal

By:

Whittney Schulte
Signature

Whittney Schulte

Print Name

Contracting & Attesting Officer

Title

Attest:

Christlanda Adkins
Signature

Title Christlanda Adkins, Contracting & Attesting Officer

SURETY

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By:

Dana A. Johnessee
Signature (Attach Power of Attorney)

Dana A. Johnessee

Print Name

Attorney-in-Fact

Title

Attest:

Andrea McCarthy
Signature

Title Andrea McCarthy, Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents;
 - 3.2 all Bids are rejected by Owner; or
 - 3.3 owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dana A. Johnessee** of **CHESTERFIELD, Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

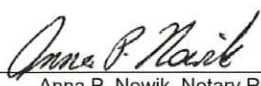
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

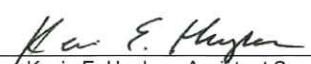
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of March, 2026.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

In addition to subcontractors for (as applicable) plumbing, heating and air-conditioning work, and electrical work; provide the names and addresses of the additional subcontractors, suppliers, individuals, or entities called for in the Supplementary Conditions (include Oregon Construction Contractor License Numbers for any subcontractors).

[illegible]

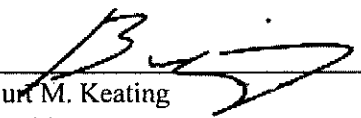
(1) List Oregon Construction Contractor License Numbers for all subcontractors.

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 04, 2025



Burt M. Keating
President



Application for Authority to Transact Business - Foreign Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

FILED

JAN 19 2012

REGISTRY NUMBER: 827897-94

For office use only

OREGON
SECRETARY OF STATE
For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME: INSITUFORM TECHNOLOGIES, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name on the Certificate of Existence. See #3.

2) STATE OR COUNTRY OF ORGANIZATION:

Delaware

Date of Organization: 03/27/1980

3) CERTIFICATE OF EXISTENCE:

☒ A certificate of existence, current within 60 days of delivery to this Division, authenticated by the official having custody of the organization, is attached.

4) DURATION: (Please check one.)

☐ Latest date upon which the entity is to dissolve is _____

Or

☒ Duration shall be perpetual.

5) THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).

6) NAME OF OREGON REGISTERED AGENT:

Corporation Service Company

7) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

(Must be an Oregon Street Address, which is identical to the registered agent's business office.)

285 Liberty Street NE

Salem, OR 97301

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS:

17988 Edison Ave.

Chesterfield, MO 63005

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

17988 Edison Ave.

Chesterfield, MO 63005

10) HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?

☐ This LLC will be member-managed by one or more members.

☒ This LLC will be manager-managed by one or more managers.

11) EXECUTION: (At least one member or manager must sign.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: [Signature]

Printed Name:

David P. Morris

Title:

Manager

CONTACT NAME: (To resolve questions with this filing.)

PHONE NUMBER: (Include area code.)

FEES
Required Processing Fee \$275
Confirmation Copy (Optional) \$5
Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

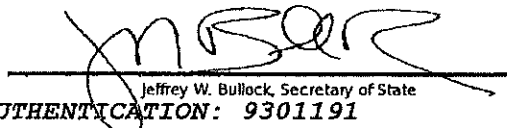
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0889565 8300

120055443

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301191

DATE: 01-17-12



100 E Bower St, Suite 110
Meridian, ID 83642

(208) 288-1992

May 29, 2026

**Re: Ontario 2026 Wastewater Pipeline Rehabilitation
Additive Bid Evaluation**

Dear Mayor and City Council Members,

Keller Associates, Inc. (Keller) previously provided a Recommendation of Award for the Ontario 2026 Wastewater Pipeline Rehabilitation project, see Attachment 1, dated April 1, 2026. According to **Article 19 of Section 00 21 13 - Instructions to Bidders outlined in the contract documents and specifications with a stamp date of February 17th, 2026**, Keller Associates determined, based on the information supplied, that **Insituform Technologies** is the apparent low bidder for the **Base Bid (\$591,890.00)** and for the **Additive Bid (\$433,046.00)**. Per Article 19.03 and 19.04 of Section 00 21 13 - Instructions to Bidders, **Keller recommends the bid be awarded to Insituform Technologies**. This is consistent with the original Recommendation of Award issued April 1, 2026.

Per Article **19.14(B) of the Instructions to Bidders, Section 00 21 13**, "In the comparison of Bids, additive bid items (ABI) (if any) will be applied in any order for which funds are available to determine the lowest responsible Bidder. After determination of the Successful Bidder... the award may be made to said Successful Bidder on its Base Bid and any combination of its Additive Bids for which Owner determines funds will be available at the time of award."

According to the bid language above, Keller has partnered with the City to establish the order of Additive Bid Items to be completed, as listed below. These selected Additive Bid Items will be applied until the maximum Contract Price has been reached, which was established as the **Base Bid (\$591,890.00)** plus up to **\$150,000.00** of the **Additive Bid Items** listed below, for a total Contract Price of **\$741,890.00** as outlined in the **Notice of Award, Section 00 51 00**.

- 1) Rehabilitate 8-inch line from Manholes E13-26 to E12-72.
- 2) Rehabilitate 8-inch line from Manholes E12-76 to E12-77.
- 3) Rehabilitate 8-inch line from Manholes E12-78 to E12-79.
- 4) Rehabilitate 8-inch line from Manholes E12-45 to E12-46.
- 5) Rehabilitate 8-inch line from Manholes E12-12 to E12-13.
- 6) Rehabilitate 18-inch line from Manholes E12-56 to E12-71.
- 7) Rehabilitate 8-inch line from Manholes E12-89 to E12-32.
- 8) Install manhole coatings (to be coordinated during construction).

Note, Additive Bid Items are listed in order of priority to be completed in the established order above until the maximum Contract Price is reached, per Specification **Section 00 21 13 – Instruction to Bidders (00 21 13.19.04.B)**.

Keller recommends to **proceed with the Notice of Award for the Base Bid and established Additive Bid Items to Insituform Technologies** as outlined in this Recommendation of Award and in the Notice of Award, Section 00 51 00.

If you have any questions regarding the proposed recommendation, please contact the undersigned at (208) 813-7613.

KELLER ASSOCIATES, INC.
Ryan Wagner, P.E.
Project Engineer

DocuSigned by:

A handwritten signature in blue ink that reads "Ryan Wagner".

716149BC2239439...

Enclosures:

- Attachment 1 - Notice of Award, Insituform Technologies
- Attachment 2 - Recommendation of Award, April 1, 2026
- Attachment 3 - Bid Tabulation
- Attachment 4 - **Insituform Technologies** Bid Documents, **March 25th, 2026**

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Ontario	Owner's Contract No.:	
Engineer:	Keller Associates, Inc.	Engineer's Project No.:	217032-007
Project:	2026 Wastewater Pipeline Rehabilitation	Contract Name:	Same as project name.
Bidder:	Insituform Technologies, LLC		
Bidder's Address:	580 Goddard Avenue Chesterfield, MO 63005		

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 25, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the following:

2026 Wastewater Pipeline Rehabilitation Base Bid and the following Additive Bid Items as funds are available (not to exceed the awarded Contract Price listed below):

- 1) **Rehabilitate 8-inch line from Manholes E13-26 to E12-72.**
- 2) **Rehabilitate 8-inch line from Manholes E12-76 to E12-77.**
- 3) **Rehabilitate 8-inch line from Manholes E12-78 to E12-79.**
- 4) **Rehabilitate 8-inch line from Manholes E12-45 to E12-46.**
- 5) **Rehabilitate 8-inch line from Manholes E12-12 to E12-13.**
- 6) **Rehabilitate 18-inch line from Manholes E12-56 to E12-71.**
- 7) **Rehabilitate 8-inch line from Manholes E12-89 to E12-32.**
- 8) **Install manhole coatings (to be coordinated during construction).**

Note, Additive Bid Items are listed in order of priority to be completed in the established order above until the below Contract Price is reached, per Specification Section 00 21 13 – *Instruction to Bidders* (00 21 13.19.04.B).

The Contract Price of the awarded Contract is **\$741,890** (not to exceed without fully executed change order).

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

[1] a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 5.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Ontario

Authorized Signature

By:

Title:

Copy: Engineer



April 1, 2026

**Re: Ontario 2026 Wastewater Pipeline Rehabilitation
Bid Evaluation**

Dear Mayor and City Council Members,

This letter is to summarize our evaluation of the bid documents received for the Ontario WW Pipeline Improvements project. Bids were received **March 25th, 2026 at 11:30am local time**. A total of **two contractors (Insituform Technologies, Integrity Inspection Solutions)** submitted bids for the project. Bid tabulations for the contractors showing their bid amounts are included as Attachment 1.

Two additional bids were received **after** March 25th, 2026 at 11:30am local time. Per **Article 15.04 of Section 00 21 13 - Suggested Instructions to Bidders for Construction Contracts**, "Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location, will not be accepted and will be returned to the Bidder unopened." Thus the two late bids were returned to their respective Bidders unopened.

Keller Associates, Inc. (Keller) reviewed each responsive bid package for compliance according to **Article 19 of Section 00 21 13 - Instructions to Bidders outlined in the contract documents and specifications with a stamp date of February 17th, 2026**. All required documents were received for **Insituform Technologies and Integrity Inspection Solutions**. Keller Associates has determined, based on the information supplied, that the submitted bid packages are complete and appear to be responsive.

Insituform Technologies is the apparent low bidder for the **Base Bid (\$591,890.00) and for the Additive Bid (\$433,046.00)**.

Per Article 19.03 and 19.04 of Section 00 21 13 - Instructions to Bidders, **Keller recommends the bid be awarded to Insituform Technologies**.

If you have any questions regarding the proposed recommendation, please contact the undersigned at (208) 813-7590.

KELLER ASSOCIATES, INC.
Justin Walker, P.E.
Project Engineer

Enclosures:

Attachment 1 - Bid Tabulation

Attachment 2 - **Insituform Technologies** Bid Documents, **March 25th, 2026**



Owner
Bid Date
BID TABULATION

City of Ontario
3/25/2026
2026 Wastewater Pipeline Rehabilitation

Bidder:				Insituform Technologies		Integrity Inspection Solution, Inc.	
Item No.	ISPWC Payment Reference	Item Description	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
1	509.4.1.A.1	CIPP Segment Mobilization	18	\$ 344.00	\$ 6,192.00	\$ 500.00	\$ 9,000.00
2	509.4.1.B.1.a	8" CIPP Rehabilitation	4660	\$ 73.00	\$ 340,180.00	\$ 96.00	\$ 447,360.00
3	509.4.1.B.1.c	24" CIPP Rehabilitation	340	\$ 259.00	\$ 88,060.00	\$ 155.00	\$ 52,700.00
4	509.4.1.C.1	Cut Off Protruding Services	14	\$ 416.00	\$ 5,824.00	\$ 175.00	\$ 2,450.00
5	509.4.1.D.1	Reconnect Service Line/Reinstatement	144	\$ 80.00	\$ 11,520.00	\$ 75.00	\$ 10,800.00
6	512.4.1.A.1.a	Sewer Bypass	1	\$ 954.00	\$ 954.00	\$ 30,000.00	\$ 30,000.00
7	1103.4.1.A.1	Traffic Control	1	\$ 33,661.00	\$ 33,661.00	\$ 60,000.00	\$ 60,000.00
8	1210.4.1.A.1	Mobilization	1	\$ 26,507.00	\$ 26,507.00	\$ 17,500.00	\$ 17,500.00
9	SP-100	Minor Manhole Rehabilitation	24	\$ 1,571.00	\$ 37,704.00	\$ 2,250.00	\$ 54,000.00
10	SP-200	Major Manhole Rehabilitation	8	\$ 5,161.00	\$ 41,288.00	\$ 10,350.00	\$ 82,800.00
TOTAL:					\$ 591,890.00		\$ 766,610.00

Bidder:				Insituform Technologies		Integrity Inspection Solution, Inc.	
Item No.	ISPWC Payment Reference	Item Description	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
1	502.4.1.B.1	48" Sanitary Sewer Manhole Type A	16	\$ 5,942.00	\$ 95,072.00	\$ 17,500.00	\$ 280,000.00
2	502.4.1.B.3	48" Sanitary Sewer Manhole - Type A Additional Depth	8	\$ 1,908.00	\$ 15,264.00	\$ 1,000.00	\$ 8,000.00
3	502.4.1.F.1	Connection to Existing Manhole	16	\$ 1,566.00	\$ 25,056.00	\$ 4,000.00	\$ 64,000.00
4	509.4.1.A.1	CIPP Segment Mobilization	7	\$ 348.00	\$ 2,436.00	\$ 500.00	\$ 3,500.00
5	509.4.1.B.1.a	CIPP Liner - 8"	1710	\$ 70.00	\$ 119,700.00	\$ 96.00	\$ 164,160.00
6	509.4.1.B.1.b	CIPP Liner - 18"	340	\$ 190.00	\$ 64,600.00	\$ 130.00	\$ 44,200.00
7	509.4.1.C.1	Cut Off Protruding Services	16	\$ 414.00	\$ 6,624.00	\$ 175.00	\$ 2,800.00
8	509.4.1.D.1	Reconnect Service Line/Reinstatement	58	\$ 71.00	\$ 4,118.00	\$ 75.00	\$ 4,350.00
9	512.4.1.A.1.a	Sewer Bypass	1	\$ 987.00	\$ 987.00	\$ 40,000.00	\$ 40,000.00
10	1103.4.1.A.1	Traffic Control	1	\$ 44,753.00	\$ 44,753.00	\$ 50,000.00	\$ 50,000.00
11	1210.4.1.A.1	Mobilization	1	\$ 580.00	\$ 580.00	\$ 25,000.00	\$ 25,000.00
12	SP-300	Manhole Liner Installation	12	\$ 4,488.00	\$ 53,856.00	\$ 9,625.00	\$ 115,500.00
TOTAL:					\$ 433,046.00		\$ 801,510.00

Bid Totals ("All Bid Schedules")		
Insituform Technologies	\$	1,024,936.00
Integrity Inspection Solution, Inc.	\$	1,568,120.00

CITY OF ONTARIO
2026 WASTEWATER PIPELINE REHABILITATION

217032-007

BID FORM**PROJECT IDENTIFICATION:**

BASE BID: Install CIPP in approximately 4,660 lineal feet of 8-inch sewer main and 340 lineal feet of 24-inch sewer main and reconnect services. Base bid also includes repairing 32 manholes.

ADDITIVE BID: Install CIPP in approximately 1,710 additional lineal feet of 8-inch sewer main and 340 lineal feet of 18-inch sewer main and reconnect services. Work also includes replacing 12 manholes, installing four new manholes, and installing 12 manhole liners

The project area includes portions of the sewer pipelines bordered by SW 4th Ave on the west, NW 5th Ave on the east, NW 10th St on the north, and NW 2nd St on the south.

CITY OF ONTARIO
2026 WASTEWATER PIPELINE REHABILITATION
PROJECT NO. 217032-007

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion.....	4
Article 7 – Attachments to this Bid.....	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**CITY OF ONTARIO, PUBLIC WORKS
1551 NW 9TH ST.
ONTARIO, OR 97914**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
none - just corrected spec	3/11
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or contiguous to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Prior to bid, Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder agrees to be bound by and will comply with and further agrees that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this contract.
- F. Bidder agrees that if awarded the contract, he/she will furnish to the Owner, within ten (10) days after receiving from the Owner Notice of Award, a signed Agreement, such Bonds and certificates of insurance as are required by Owner, and evidence of \$30,000 public works bond filed by Bidder with the Oregon Construction Contractors Board.
- G. Bidder agrees that a completed First-Tier Subcontractor Disclosure Form is either included with this bid submission or will be provided within the time frame prescribed in these Bidding Documents. Bidder agrees that substitution of First-Tier Subcontractors will be made only in accordance with the provisions of ORS 279C.585.
- H. Bidder certifies that he/she will not discriminate against minority, women or emerging small business enterprises in obtaining any subcontracts for this Work.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Base Bid Work in accordance with the Contract Documents for the following price(s):

BASE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	509.4.1.A.1	CIPP Segment Mobilization	EA	18	\$ 344.00	\$6192.00
2	509.4.1.B.1.a	8" CIPP Rehabilitation	LF	4,660	\$ 73.00	\$340,180.00
3	509.4.1.B.1.c	24" CIPP Rehabilitation	LF	340	\$ 259.00	\$88,060.00
4	509.4.1.C.1	Cut Off Protruding Services	EA	14	\$ 416.00	\$5824.00
5	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	144	\$ 80.00	\$11,520.00
6	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 954.00	\$954.00
8	1103.4.1.A.1	Traffic Control	LS	1	\$ 33,661.00	\$33,661.00
9	1210.4.1.A.1	Mobilization	LS	1	\$ 26,507.00	\$26,507.00
10	SP-100	Minor Manhole Rehabilitation	EA	24	\$ 1571.00	\$37,704.00
11	SP-200	Major Manhole Rehabilitation	EA	8	\$ 5161.00	\$41,288.00

TOTAL BASE BID SCHEDULE: \$ 591,890.00 Five hundred ninety one thousand eight hundred ninety

DOLLARS (WRITTEN)

ADDITIVE BID:

Item No.	ISPWC Payment Reference	Item Description	Unit	Qty	Unit Price	Extended Price
1	502.4.1.B.1	48" Sanitary Sewer Manhole Type A	EA	16	\$ 5942.00	\$ 95,072.00
2	502.4.1.B.3	48" Sanitary Sewer Manhole – Type A Additional Depth	VF	8	\$ 1908.00	\$ 15,264.00
3	502.4.1.F.1	Connection to Existing Manhole	EA	16	\$ 1566.00	\$ 25,056.00
4	509.4.1.A.1	CIPP Segment Mobilization	EA	7	\$ 348.00	\$ 2436.00
5	509.4.1.B.1.a	CIPP Liner - 8"	LF	1,710	\$ 70.00	\$ 119,700.00
6	509.4.1.B.1.b	CIPP Liner - 18"	LF	340	\$ 190.00	\$ 64,600.00
7	509.4.1.C.1	Cut Off Protruding Services	EA	16	\$ 414.00	\$ 6624.00
8	509.4.1.D.1	Reconnect Service Line/Reinstatement	EA	58	\$ 71.00	\$ 4118.00
9	512.4.1.A.1.a	Sewer Bypass	LS	1	\$ 987.00	\$ 987.00
11	1103.4.1.A.1	Traffic Control	LF	1	\$ 44,753.00	\$ 44,753.00
12	1210.4.1.A.1	Mobilization	LS	1	\$ 580.00	\$ 580.00
13	SP-300	Manhole Liner Installation	EA	12	\$ 4488.00	\$ 53,856.00

TOTAL ADDITIVE BID SCHEDULE: \$ 433,046.00 Four hundred thirty three thousand forty six

DOLLARS (WRITTEN)

TOTAL BASE AND ADDITIVE BID SCHEDULES: \$ 1,024,936.00

One million twenty four thousand nine hundred thirty six

DOLLARS (WRITTEN)

5.02 BASIS OF AWARD

- A. Owner reserves the right to reject any or all Bids, including without limitation, non-conforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

Modified from EJCDC® C-410, Bid Form for Construction Contracts.

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- C. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- D. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- E. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder whose Bid is acceptable to the Owner as described in *Specification Section 00 21 13 – Instructions to Bidders*.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Submit required Bid security (Section 00 43 13).
 - B. Submit completed Bid Form according to instructions in Section 00 21 13 and this specification, including names and addresses, of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract work under the general Contract (Section 00 43 46.01).
 - C. Submit a statement identifying whether the bidder is a resident bidder as defined in ORS 279A.120 (Section 00 43 36.01).
 - D. Submit State of Oregon First-Tier Subcontractor Disclosure Requirements Form within two (2) working hours of bid opening date and time.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Insituform Technologies, LLC

By:

[Signature]

Whitney Schulte

[Printed name]

Whitney Schulte, Contracting & Attesting Officer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Christlanda Adkins

[Printed name]

Christlanda Adkins

Title:

Contracting & Attesting Officer

Submittal Date:

March 25, 2026

Address for giving notices:

580 Goddard Avenue, Chesterfield, MO 63005

Telephone Number:

636-530-8000

Fax Number:

636-530-8701

Contact Name and e-mail address:

Whitney Schulte, Contracting & Attesting Officer

WSchulte@Azuria.com

Bidder's License No.:

196019

(where applicable)

STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

It is the Bidder's responsibility to determine all the documents that must be submitted to the City.

For purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."
purposes of this document, "submitted" means "in the physical possession of the Bureau of Purchases."

**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE
SUBMITTED BY ALL BIDDERS NOT LATER THAN TWO WORKING HOURS OF THE
DAY/TIME THE BID IS DUE**

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

“Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.”

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

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

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

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

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

STATE OF OREGON

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: 2026 Wastewater Pipeline Rehabilitation

Bid Number: 217032-007 **Bid Closing - Date:** March 25, 2026 **Time:** 11:30 am

SUBCONTRACTOR NAME (Please Print)	CONTRACT DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name <u>West Coast CIP</u>	\$ <u>133,400.00</u>	<u>Manhole Repair/Rehab</u>
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Failure to submit this form within two working hours of the day/time of the bid opening may result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidders Name): Insituform Technologies, LLC

Contact Name: Chantal Evans Phone No.: (303) 4826178

RESIDENT BIDDER ATTESTMENT

I hereby attest that

Insituform Technologies, LLC
(Name of Agency or Individual)

is X or is not _____ (check one) a Resident Bidder as defined in ORS 279.120.

"Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding the submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection.

Signed,



Whittney Schulte, Contracting & Attesting Officer
(Please print or type your name here.)

BID BOND

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

BIDDER (*Name and Address*):

Insituform Technologies, LLC
580 Goddard Avenue
Chesterfield, MO 63005

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (*Name and Address*):

City of Ontario
1551 NW 9th St.
Ontario, OR 97914

BID

Bid Due Date: March 25, 2026

Description (*Project Name— Include Location*):

2026 Wastewater Pipeline Rehabilitation, Project No. 217032-007

BOND

Bond Number: N/A

Date: March 25, 2026

Penal sum	_____	Five Percent of the Amount Bid	_____	\$ 5% of the Amount Bid
		(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Insituform Technologies, LLC (Seal)
Bidder's Name and Corporate Seal

By: _____

Signature

Whittney Schulte

Print Name

Contracting & Attesting Officer

Title

Attest: _____

Signature

Title Christlanda Adkins, Contracting & Attesting Officer

SURETY

Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

Dana A. Johnessee

Print Name

Attorney-in-Fact

Title

Attest: _____

Signature

Title Andrea McCarthy, Witness



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents;
 - 3.2 all Bids are rejected by Owner; or
 - 3.3 owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dana A. Johnessee** of **CHESTERFIELD, Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

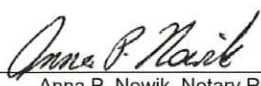
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

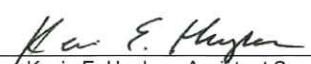
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of March, 2026.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

In addition to subcontractors for (as applicable) plumbing, heating and air-conditioning work, and electrical work; provide the names and addresses of the additional subcontractors, suppliers, individuals, or entities called for in the Supplementary Conditions (include Oregon Construction Contractor License Numbers for any subcontractors).

[illegible]

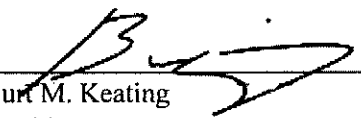
(1) List Oregon Construction Contractor License Numbers for all subcontractors.

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 04, 2025



Burt M. Keating
President



Application for Authority to Transact Business - Foreign Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

FILED

JAN 19 2012

REGISTRY NUMBER: 827897-94

For office use only

OREGON
SECRETARY OF STATE
For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME: INSITUFORM TECHNOLOGIES, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name on the Certificate of Existence. See #3.

2) STATE OR COUNTRY OF ORGANIZATION:

Delaware

Date of Organization: 03/27/1980

3) CERTIFICATE OF EXISTENCE:

☒ A certificate of existence, current within 60 days of delivery to this Division, authenticated by the official having custody of the organization, is attached.

4) DURATION: (Please check one.)

☐ Latest date upon which the entity is to dissolve is _____

Or

☒ Duration shall be perpetual.

5) THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).

6) NAME OF OREGON REGISTERED AGENT:

Corporation Service Company

7) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

(Must be an Oregon Street Address, which is identical to the registered agent's business office.)

285 Liberty Street NE

Salem, OR 97301

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS:

17988 Edison Ave.

Chesterfield, MO 63005

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

17988 Edison Ave.

Chesterfield, MO 63005

10) HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?

☐ This LLC will be member-managed by one or more members.

☒ This LLC will be manager-managed by one or more managers.

11) EXECUTION: (At least one member or manager must sign.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: [Signature]

Printed Name:

David P. Morris

Title:

Manager

CONTACT NAME: (To resolve questions with this filing.)

PHONE NUMBER: (Include area code.)

FEES	
Required Processing Fee	\$275
Confirmation Copy (Optional)	\$5
Processing Fees are nonrefundable. Please make check payable to "Corporation Division."	

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

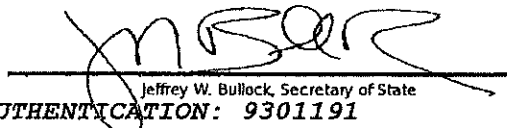
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0889565 8300

120055443

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301191

DATE: 01-17-12



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Marshall Pierce, City Engineer/Project Manager

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **TASK ORDER AMENDMENT AWARD: KELLER ASSOCIATES SERVICES
DURING BIDDING AND CONSTRUCTION 2026 COLLECTION SYSTEM REHAB
PROJECT**

DATE: June 1, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE KELLER ASSOCIATES SERVICES DURING BIDDING AND CONSTRUCTION (SDC) TASK ORDER AMENDMENT NUMBER 1 IN THE AMOUNT OF \$76,200, FOR THE 2026 COLLECTION SYSTEM REHAB PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

This project is a ODEQ required project per our new Permit's Compliance Schedule. Keller Associates performed engineering design for this project last year. Two bids were received in March this year, with notice of award to the low bidder being the previous Agenda item at this Council Meeting. This Task Order is for Keller Associates to provide SDC for this project for the full duration.

BACKGROUND:

This project is a ODEQ required project per our new Permit's Compliance Schedule. Keller Associates performed engineering design for this project last year. Two bids were received in March this year, with notice of award to the low bidder being the previous Agenda item at this Council Meeting. This Task Order is for Keller Associates to provide SDC for this project for the full duration.

CURRENT SITUATION:

We are in a position to get started with construction for this project, and need the design consulting engineer to provide SDC services for the entire construction duration. We are ready to award this Task Order Amendment to Keller Associates.

ANALYSIS:

- A. **STRATEGIC PLAN** The project is consistent with the Strategic Plan.

- B. **FINANCIAL** The project is within the overall budgeted amount of \$950,000 (design and construction), funded out of the UCF.
- C. **TIMING** This is a required project per our new NPDES Permit. Time is of the essence to get started.
- D. **POLICY/LEGAL** Council is the approving authority for this award action.

ALTERNATIVES:

None.

RECOMMENDATION:

Staff recommends Council approve of this Task Order Amendment in the amount of \$76,200, and authorize the City Manager to sign all documents.

ATTACHMENTS:

1. Ontario Sewerline Rehab_Amendment No. 1 CMS

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement: July 2, 2025
Effective Date of this Amendment: _____
Owner: City of Ontario, Oregon
Consultant: Keller Associates, Inc.
Project: KA #: 217032-007

Nature of Amendment:

The original contract established the scope of work, schedule, and compensation for the preliminary design and design phases for wastewater pipeline rehabilitation improvements in Sewer Grid E12. This amendment establishes the scope of work, compensation, and schedule for the additional condition assessment scope, bidding phase services, and construction phase services.

Description of Modifications:

The first bullet in Task 1 *Assumptions* is replaced with the following:

- Project management budget assumes a project schedule of up to 4.5 months and includes an additional 150 days for bidding and construction.

The following task is added to Task 2 *Consultant Responsibilities*:

- 2.4 Manhole Condition Assessments. Additional task added during the condition assessment phase to perform field assessments for manholes within Sewer Grid E12. Evaluate manholes and provide recommendations for improvements.

The following deliverables are added to the Task 2 *Deliverables*:

- Manhole condition assessment summary table.
- Photographic and video records of the manhole field assessment.
- Revised figures for Sewer Grid E12, based on manhole condition assessment summary table.

The following is added to Task 4: *Bid Services*:

Consultant Responsibilities:

- 4.1 Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 4.2 Documents. Distribute bidding documents including addenda to bidders.
- 4.3 Addenda. If required, respond to bidder questions and prepare up to three addenda during the bidding process to clarify, correct, or change the issued documents.
- 4.4 Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 4.5 Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Make arrangements for and pay for the advertisement of the project.
- Attend the bid opening meeting.
- Provide input on bid evaluation.
- Provide legal services if required.
- Award the bid.

Assumptions:

- Base and Additive bid packages and one bidding process to a single Contractor is assumed. If additional bid packages, rebidding, or addressing bid protests is required, these services will be provided as an additional service.

Deliverables:

- Bid advertisement for the Owner's use.
- One paper copy and one electronic copy in PDF format of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter.

The following is added to Task 5: Construction Services:

This task includes the engineering services to support the Owner during the construction of the project by one prime Contractor. Consultant is anticipated to serve as a resource to the Owner during construction by providing submittal review; pre-construction meeting support; construction documentation including processing requests for information, change orders, and pay applications; intermittent site visits, substantial completion site walk meeting; and project close-out documentation, including record drawings. Consultant's level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant's professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor's schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. In performing construction phase services, Consultant tasks are anticipated to be limited to the following:

Consultant Responsibilities:

- 5.1 Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor.
- 5.2 Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 5.3 Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or to safety precautions.
- 5.4 Construction Administration Support. Respond to requests for information, review and recommend to Owner of the Contractor pay requests, and field order requests.
- 5.5 Change Orders and Work Change Directives. Support in review of change orders and work change directives.

- 5.6 Site Visits. Owner intends to provide day-to-day inspection services. For budgeting purposes, four (4) Consultant field visits are included for the purpose of understanding issues encountered in the field and providing direction to the Owner for the project. Field visits will be completed at the request of the Owner and are anticipated to coincide with construction meetings. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against deficiencies in the work.
- 5.7 Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings. These Record Drawings will show significant changes made during construction. Contractor drawings will be reviewed, noted and submitted to Owner.
- 5.8 Substantial Completion Walkthrough. Hold a Substantial Completion walkthrough with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This Substantial Completion walkthrough will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. The Owner will perform the final walkthrough at the site to check that punch list items have been completed.

Owner Responsibilities:

- Provide day-to-day construction observation. Seek interpretation of the Contract Documents as required. Alert Consultant of any concerns observed.
- Attend construction meetings.

Assumptions:

- Budget assumes three months of construction.
- Work will be performed by one General Contractor.
- Contractor will provide construction staking services as well as record survey (if required).
- Consultant will not direct or alter payment methodology between Owner and Contractor.
- Material testing services such as soil compaction, concrete, asphalt, steel, manhole testing, pipe testing, will be provided by the Contractor. Contractor shall also be responsible for any specialty inspection services as outlined in the contract documents.
- Budget assumes up to six submittals reviews, four resubmittal reviews, five RFIs, three field orders, and two change orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.
- Claims support services, if required, will be provided as an additional service.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described is considered an additional service.
- Consultant shall not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant.
- Consultant will not supervise, direct, or have control over the Contractor's work. Contractor will have sole responsibility for the means, methods, jobsite safety and for performing work in accordance with the contract documents.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.

Deliverables:

- One paper copies and one electronic copy in PDF format of the Contract documents will be delivered to Owner.
- One electronic (PDF) copy of the Contract documents will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial completion documentation, including punch list.
- Copies of observation logs or photographs, upon request of Owner.
- One 11"x17" paper copy and one electronic (PDF) copy of construction plans marked "Record Drawings".
- Two paper copies and one electronic (PDF) copy of the Operations and Maintenance Manual provided to the Owner.
- Provide one copy of the operations and maintenance manual to Agency for review.

The table in Schedule is replaced with the following table:

Task	Original Schedule (Days)	This Amendment (Additional Days)	Comments
Task 1 – Project Management	135	150	This task will cover project management through Task 5.
Task 2 – Condition Assessment	60	0	Completed.
Task 3 – Design Services	90	0	Completed.
Task 4 – Bidding Services	TBD	30	Assume 30 days for bid process.
Task 5 – Construction Services	TBD	90	Assume 75 days for substantial and 15 days for final completion.
Total	180	150	

The table in Compensation is replaced with the following table:

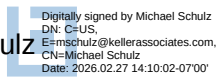
Task	Type	Original Agreement	Prior Amendments	This Amendment	Total
Task 1 – Project Management	T&M	\$15,400	\$0	\$9,000	\$24,400
Task 2 – Condition Assessment	T&M	\$16,000	\$0	\$17,000	\$33,000
Task 3 – Design Services	T&M	\$50,100	\$0	\$0	\$50,100
Task 4 – Bidding Services	T&M	TBD	\$0	\$9,200	\$9,200
Task 5 – Construction Services	T&M	TBD	\$0	\$41,000	\$41,000
TOTAL COST		\$81,500	\$0	\$76,200	\$157,700

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF OREGON, OREGON

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
Name: _____
Title: _____
Address: 444 SW 4th Street, Ontario, OR
97914
Telephone: (541) 881-3201
Date: _____

Signature: Michael Schulz 
Name: Michael Schulz
Title: Principal
Address: 131 SW 5th Ave., Suite A
Meridian, ID 83642
Telephone: (208) 288-1992
Date: _____



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council

FROM: Al Haun

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **BID AWARD: LION'S PARK PARKING LOT AND SIDEWALK**

DATE: June 2, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL TO APPROVE THE BIDS RECEIVED AND AWARD THE LION'S PARK PARKING LOT AND SIDEWALK PROJECT TO BEZATES EXCAVATION IN THE AMOUNT OF \$248,296 AND APPROVE THE CITY MANAGER TO SIGN ALL DOCUMENTS.

SUMMARY:

Funding for a parking lot to be constructed in Lion's Park was approved by Council earlier this year. This funding, along with approved Parks CIP funds, will construct the parking lot, sidewalk along SW 2nd Avenue and a section of the North South Trail from SW 2nd Avenue to the center sidewalk. All access will be ADA accessible throughout the park. Five bids were received, spanning from \$248,296 to \$367,318.

BACKGROUND:

Parking around Lion's Park is very limited and with the large events held in the park, this will benefit all patrons that attend. The sidewalks are not complete around the park and will be completed in this project.

CURRENT SITUATION:

Funding was approved by City Council earlier this spring. That funding, along with Park CIP funding, will allow the project to be completed.

ANALYSIS:

- A. **STRATEGIC PLAN** Providing parking and access to the parks for all patrons to utilize.
- B. **FINANCIAL** This project is under budget, and all funding has been approved by City Council.
- C. **TIMING** This project will start as soon as it is approved and will be completed this summer.
- D. **POLICY/LEGAL** The City Council is required to approve the bid.

ALTERNATIVES:

If this bid award is not approved, other options will have to be evaluated.

RECOMMENDATION:

Staff recommends approving the bids received and awarding the project to Bezates Excavation in the amount of \$248,296 and approving the City Manager to sign all documents.

ATTACHMENTS:

1. Bezates Excavation LLC-06022026083330
2. HC Company Inc-06022026083519
3. Nelson Construction Corp-06022026084241
4. Rush Excavation-06022026083829
5. Western Refinery Service Inc-06022026084428

BID PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Ontario Lion's Park Sidewalk & Parking Lot Project 2026

- 1.1 The undersigned Bidder proposed and agreed, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidder. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- 1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
# 1	5/3/2026

- 1.3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. BID ITEMIZATION

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPCW); the City of Ontario Supplemental Standards revised 2020.

BASE BID AND BID DEDUCT ALTERNATES

BID SCHEDULE	ITEM (ADDITIVE ALTERNATES)	BID ITEM DESCRIPTION	UNIT	EXTENDED TOTAL AMOUNT
BASE BID	Parking lot per supplied plan set.	The Work shall consist of one tree removal including the excavation or removal of at least 24" of depth of the stump. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot including base materials per supplied plans. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations. The installation of 22 curb wheel stops and parking lot striping. Set sanitary manhole to proper grade and install traffic rated water meter box (supplied by city) to proper grade.	LS	\$ 158,721.00
ADDITIVE ALTERNATE A	8' Path through park	The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) mid-block ADA ramps and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.	LS	\$ 53,200.00
ADDITIVE ALTERNATE B	Sidewalk along SW 2 nd Ave	The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.	LS	\$ 36,375.00

TOTAL BASE BID AMOUNT \$ One hundred fifty-eight thousand seven hundred twenty-one dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "A" BID AMOUNT \$ Fifty-three thousand two hundred dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "B" BID AMOUNT \$ Thirty-six thousand three hundred seventy-five dollars
(Amount written out in words)

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or more Additive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

1. Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on **September 16th, 2026.**
2. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

3. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. ORCCB 214243

Bidders Tax Identification No. 82-0679128

State of Incorporation, (if applicable) _____

4. BIDDER

If Bidder is:

An Individual

By Gus Bezates Jim Bezates
Print name (Signature)

Doing business as Bezates Excavation LLC

(Seal) Business address 4573 Hyline Rd. Ontario, OR 97914

Telephone no. 541-881-6080

A Partnership

By _____
(Firm Name)

Signature of general partner _____

(Seal) Business address _____

Telephone no. _____

A Corporation

By _____
(Corporation Name)

(State of Corporation)

(Corporate Seal)

By _____
(Signature of Person Authorized to sign)

Title _____

Attest _____
(Secretary)

Business address _____

Telephone no. _____

Date of qualification to do business _____

A Joint Venture

By _____
Print name (Signature)

(Seal) Business address _____

Telephone no. _____

By _____

Print name

(Signature)

(Seal) Business address _____

Telephone no. _____

Telephone number and address for receipt of official communications:

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

Submitted on 5/21, 2026

OREGON BUSINESS REGISTRATION
Lions Park Sidewalk and Parking Lot
Project 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

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

- ☐ Corporate registration
☒ Assumed business name registration

Signed: Ann Beyle

Date: 5/21/2026

**STATEMENT OF COMPLIANCE WITH ORS
279.350**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

Bezates Excavation LLC (name of contractor) acknowledges that provisions of ORS 279.350 (Prevailing Wage Rates) are to be complied with as set forth in Chapter 279 of the Oregon Revised Statutes.

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due to the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: Alan Bezates

Date: 5/21/2026

**EMPLOYEE DRUG TESTING PROGRAM
STATEMENT**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon

City Hall

444 SW 4th St

Ontario, Oregon, 97914

Bezates Excavation LLC (name of contractor) acknowledges that pursuant to ORS
279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

Signed: Jim Bezates

Date: 5/21/2026

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-040-0017)

PROJECT NAME: Lions Park Sidewalk and Parking Lot Project 2026

BID NUMBER: 1

BID CLOSING DATE: 5/21/2026

TIME: 10:00 AM MST

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME	DOLLAR VALUE	WORK CATEGORY
1 <u>Troyer Bros. Inc.</u>	<u>\$ 80,891.80</u>	<u>Concrete</u>
2 <u>Granite Excavation Inc.</u>	<u>\$ 36,811.50</u>	<u>Asphalt Paving</u>
3 <u>Atlas Technical Consultants</u>	<u>\$ 10,470.02</u>	<u>Material Testing</u>
4 <u>Curtis Clean Sweep</u>	<u>\$ 5826.70</u>	<u>Asphalt Striping</u>
5	\$	
6	\$	
7	\$	
8	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

FORM SUBMITTED BY (BIDDER NAME): Bezates Excavation LLC

CONTACT NAME: Gus Bezates

TELEPHONE NO.: 541-881-6080

BID PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Ontario Lion's Park Sidewalk & Parking Lot Project 2026

- 1.1 The undersigned Bidder proposed and agreed, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidder. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- 1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
01	May 3, 2026

- 1.3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. **BID ITEMIZATION**

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPMC); the City of Ontario Supplemental Standards revised 2020.

BASE BID AND BID DEDUCT ALTERNATES

BID SCHEDULE	ITEM (ADDITIVE ALTERNATES)	BID ITEM DESCRIPTION	UNIT	EXTENDED TOTAL AMOUNT
BASE BID	Parking lot per supplied plan set.	The Work shall consist of one tree removal including the excavation or removal of at least 24" of depth of the stump. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot including base materials per supplied plans. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations. The installation of 22 curb wheel stops and parking lot striping. Set sanitary manhole to proper grade and install traffic rated water meter box (supplied by city) to proper grade.	LS	\$242,320
ADDITIVE ALTERNATE A	8' Path through park	The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) mid-block ADA ramps and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.	LS	\$93,372
ADDITIVE ALTERNATE B	Sidewalk along SW 2 nd Ave	The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.	LS	\$56,323

TOTAL BASE BID AMOUNT \$ Two hundred forty two thousand three hundred twenty dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "A" BID AMOUNT \$ ninety three thousand three hundred seventy two dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "B" BID AMOUNT \$ fifty six thousand three hundred twenty three dollars
(Amount written out in words)

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or more Additive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

1. Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on September 16th, 2026.
2. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

3. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. CCB-204467

Bidders Tax Identification No. 47-0852875

State of Incorporation, (if applicable) IDAHO

4. BIDDER

If Bidder is:

An Individual

By _____
Print name (Signature)

Doing business as _____

(Seal)

Business address _____

Telephone no. _____

A Partnership

By _____
(Firm Name)

Signature of general partner _____

(Seal)

Business address _____

Telephone no. _____

A Corporation

By HC COMPANY, INC.
(Corporation Name)

IDAHO
(State of Corporation)

(Corporate Seal)

By [Signature]
(Signature of Person Authorized to sign)

Title PRESIDENT

Attest [Signature]
(Secretary)

Business address 1100 E Riverside Dr, Suite 140 Eagle, ID 83616

Telephone no. 208-321-4990

Date of qualification to do business 9/24/14

A Joint Venture

By _____
Print name (Signature)

(Seal) Business address _____

Telephone no. _____

By _____

Print name

(Signature)

(Seal) Business address _____

Telephone no. _____

Telephone number and address for receipt of official communications:

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

Submitted on May 21, 2026

OREGON BUSINESS REGISTRATION
Lions Park Sidewalk and Parking Lot
Project 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

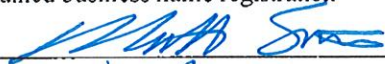
To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business's current registration type:



Corporate registration



Assumed business name registration

Signed: 

Date: 5/20/2026

**STATEMENT OF COMPLIANCE WITH ORS
279.350**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

HC COMPANY, INC. (name of contractor) acknowledges that provisions of ORS
279.350 (Prevailing Wage Rates) are to be complied with as set forth in Chapter 279 of the Oregon Revised Statutes.

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due to the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: _____

Date: _____

5/20/2026

**EMPLOYEE DRUG TESTING PROGRAM
STATEMENT**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

HC COMPANY, INC. (name of contractor) acknowledges that pursuant to ORS
279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

Signed: 

Date: 5/20/2026

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-040-0017)

PROJECT NAME: Lions Park Sidewalk and Parking Lot Project 2026

BID NUMBER: _____

BID CLOSING DATE: May 21, 2026

TIME: 10:00 AM

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME	DOLLAR VALUE	WORK CATEGORY
1 <u>Atlas Survey</u>	<u>\$ 9,100</u>	<u>Surveying</u>
2 <u>Steve's Backhoe Service</u>	<u>\$ 50,854</u>	<u>Excavation</u>
3 <u>Durham</u>	<u>\$ 37,825</u>	<u>asphalt paving</u>
4 <u>Lurre Construction</u>	<u>\$ 56,000</u>	<u>concrete</u>
5 _____	<u>\$</u>	_____
6 _____	<u>\$</u>	_____
7 _____	<u>\$</u>	_____
8 _____	<u>\$</u>	_____

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

FORM SUBMITTED BY (BIDDER NAME): HC Company

CONTACT NAME: Dan Cacioni

TELEPHONE NO.: 208-321-4990

BID PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Ontario Lion's Park Sidewalk & Parking Lot Project 2026

- 1.1 The undersigned Bidder proposed and agreed, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidder. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- 1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
01	5/3/2026

- 1.3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. BID ITEMIZATION

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPMC); the City of Ontario Supplemental Standards revised 2020.

BASE BID AND BID DEDUCT ALTERNATES

BID SCHEDULE	ITEM (ADDITIVE ALTERNATES)	BID ITEM DESCRIPTION	UNIT	EXTENDED TOTAL AMOUNT
BASE BID	Parking lot per supplied plan set.	The Work shall consist of one tree removal including the excavation or removal of at least 24" of depth of the stump. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot including base materials per supplied plans. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations. The installation of 22 curb wheel stops and parking lot striping. Set sanitary manhole to proper grade and install traffic rated water meter box (supplied by city) to proper grade.	LS	\$ 215,275.00
ADDITIVE ALTERNATE A	8' Path through park	The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) mid-block ADA ramps and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.	LS	\$ 63,155.00
ADDITIVE ALTERNATE B	Sidewalk along SW 2 nd Ave	The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.	LS	\$ 35,555.00

TOTAL BASE BID AMOUNT \$ TWO HUNDRED FIFTEEN THOUSAND, TWO HUNDRED SEVENTY FIVE dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "A" BID AMOUNT \$ SIXTY THREE THOUSAND, ONE HUNDRED FIFTY dollars
(Amount written out in words) FIVE

TOTAL ALTERNATE ADDITIVE "B" BID AMOUNT \$ THIRTY FIVE THOUSAND, FIVE HUNDRED FIFTY dollars
(Amount written out in words) FIVE

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or more Additive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

1. Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on September 16th, 2026.

2. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

3. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. 181696
Bidders Tax Identification No. 20-8147709
State of Incorporation, (if applicable) WASHINGTON

4. BIDDER

If Bidder is:

An Individual

By _____
Print name (Signature)

Doing business as _____

(Seal)

Business address _____

Telephone no. _____

A Partnership

By _____
(Firm Name)

Signature of general partner _____

(Seal)

Business address _____

Telephone no. _____

A Corporation

By MOREN & NELSON CONST. CORP. dba NELSON CONST. CORP
(Corporation Name)

WASHINGTON

(State of Corporation)

By _____
(Signature of Person Authorized to sign)

Title JOHN NELSON, PRESIDENT

Attest _____
(Secretary)

Business address PO BOX 794, WALLA WALLA, WA. 99362

Telephone no. 509-526-5249

Date of qualification to do business 2007 Jan 1

A Joint Venture

By _____
Print name (Signature)



(Seal) Business address _____

Telephone no. _____

By _____

Print name

(Signature)

(Seal) Business address _____

Telephone no. _____

Telephone number and address for receipt of official communications:

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

Submitted on _____ MAY 21 , 2026

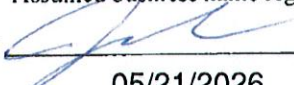
OREGON BUSINESS REGISTRATION
Lions Park Sidewalk and Parking Lot
Project 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

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

☒ Corporate registration

☐ Assumed business name registration

Signed:  JOHN NELSON, PRESIDENT

Date: 05/21/2026

**STATEMENT OF COMPLIANCE WITH ORS
279.350**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon

City Hall

444 SW 4th St

Ontario, Oregon, 97914

MORENO & NELSON CONST. CORP. dba

NELSON CONST. CORP.

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

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due to the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: _____

JOHN NELSON, PRESIDENT

Date: _____

5/21/2026

**EMPLOYEE DRUG TESTING PROGRAM
STATEMENT**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon

City Hall

444 SW 4th St

Ontario, Oregon, 97914

MORENO & NELSON CONST. CORP. dba

NELSON CONST. CORP

(name of contractor) acknowledges that pursuant to ORS

279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

JOHN NELSON, PRESIDENT

Signed: _____

Date: _____

5/21/2026

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-040-0017)

PROJECT NAME: Lions Park Sidewalk and Parking Lot Project 2026

BID NUMBER: N/A

BID CLOSING DATE: 5/21/2026

TIME: 10:00am

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME	DOLLAR VALUE	WORK CATEGORY
1	\$	
2	\$	
3	\$	
4	\$	
5	\$	
6	\$	
7	\$	
8	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

FORM SUBMITTED BY (BIDDER NAME): MORENO & NELSON CONST. CORP. dba NELSON CONST. CORP

CONTACT NAME: JOHN NELSON, PRESIDENT

TELEPHONE NO.: 509-526-5249

BID PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Ontario Lion's Park Sidewalk & Parking Lot Project 2026

- 1.1 The undersigned Bidder proposed and agreed, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidder. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- 1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
Addendum #1	May 3, 2026

- 1.3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. **BID ITEMIZATION**

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPMC); the City of Ontario Supplemental Standards revised 2020.

BASE BID AND BID DEDUCT ALTERNATES

BID SCHEDULE	ITEM (ADDITIVE ALTERNATES)	BID ITEM DESCRIPTION	UNIT	EXTENDED TOTAL AMOUNT
BASE BID	Parking lot per supplied plan set.	The Work shall consist of one tree removal including the excavation or removal of at least 24" of depth of the stump. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot including base materials per supplied plans. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations. The installation of 22 curb wheel stops and parking lot striping. Set sanitary manhole to proper grade and install traffic rated water meter box (supplied by city) to proper grade.	LS	\$188,816.50
ADDITIVE ALTERNATE A	8' Path through park	The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) mid-block ADA ramps and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.	LS	\$107,592.90
ADDITIVE ALTERNATE B	Sidewalk along SW 2 nd Ave	The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.	LS	\$64,404. ⁰⁰

TOTAL BASE BID AMOUNT \$ One hundred eighty-eight thousand eight hundred sixteen dollars and fifty cents
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "A" BID AMOUNT \$ One hundred seven thousand five hundred ninety-two dollars and ninety cents
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "B" BID AMOUNT \$ Sixty-four thousand four hundred four dollars
(Amount written out in words)

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or more Additive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

1. Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on **September 16th, 2026.**
2. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

3. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. CCB 236876

Bidders Tax Identification No. 85-3310322

State of Incorporation, (if applicable) _____

4. BIDDER

If Bidder is:

An Individual

By Jeremy Rushing [Signature]
Print name (Signature)

Doing business as Rush Excavation

(Seal) Business address P.O. Box 631 Payette, ID 83661

Telephone no. 541-212-9092

A Partnership

By _____
(Firm Name)

Signature of general partner _____

(Seal) Business address _____

Telephone no. _____

A Corporation

By _____
(Corporation Name)

(State of Corporation)

(Corporate Seal)

By _____
(Signature of Person Authorized to sign)

Title _____

Attest _____
(Secretary)

Business address _____

Telephone no. _____

Date of qualification to do business _____

A Joint Venture

By _____
Print name (Signature)

(Seal) Business address _____

Telephone no. _____

By _____

Print name

(Signature)

(Seal) Business address _____

Telephone no. _____

Telephone number and address for receipt of official communications:

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

Submitted on _____, 2026

OREGON BUSINESS REGISTRATION
Lions Park Sidewalk and Parking Lot
Project 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

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

☐ Corporate registration

☒ Assumed business name registration

Signed: 

Date: 5/20/20

**STATEMENT OF COMPLIANCE WITH ORS
279.350**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon

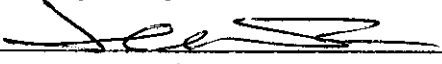
City Hall

444 SW 4th St

Ontario, Oregon, 97914

Rush Excavation (name of contractor) acknowledges that provisions of ORS
279.350 (Prevailing Wage Rates) are to be complied with as set forth in Chapter 279 of the Oregon Revised Statutes.

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due to the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: 

Date: 5/20/24

**EMPLOYEE DRUG TESTING PROGRAM
STATEMENT**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon

City Hall

444 SW 4th St

Ontario, Oregon, 97914

Rush Excavation (name of contractor) acknowledges that pursuant to ORS
279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

Signed: 

Date: 5/20/24

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-040-0017)

PROJECT NAME: Lions Park Sidewalk and Parking Lot Project 2026

BID NUMBER: _____

BID CLOSING DATE: May 21st 2026

TIME: 10:00 AM Mountain Time

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME	DOLLAR VALUE	WORK CATEGORY
<u>1 Prime Construction, Asphalt</u>	<u>\$ 46,986.28</u>	<u>Asphalt</u>
<u>2 Ontario Tree Care</u>	<u>\$ 6,300</u>	<u>Tree Removal</u>
<u>3</u>	<u>\$</u>	<u></u>
<u>4</u>	<u>\$</u>	<u></u>
<u>5</u>	<u>\$</u>	<u></u>
<u>6</u>	<u>\$</u>	<u></u>
<u>7</u>	<u>\$</u>	<u></u>
<u>8</u>	<u>\$</u>	<u></u>

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

FORM SUBMITTED BY (BIDDER NAME): Rush Excavation

CONTACT NAME: Jeremy Rushing

TELEPHONE NO.: 541-212-9092

BID PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Ontario Lion's Park Sidewalk & Parking Lot Project 2026

- 1.1 The undersigned Bidder proposed and agreed, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidder. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- 1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
1	May 3 2026

- 1.3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. **BID ITEMIZATION**

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPMC); the City of Ontario Supplemental Standards revised 2020.

BASE BID AND BID DEDUCT ALTERNATES

BID SCHEDULE	ITEM (ADDITIVE ALTERNATES)	BID ITEM DESCRIPTION	UNIT	EXTENDED TOTAL AMOUNT
BASE BID	Parking lot per supplied plan set.	The Work shall consist of one tree removal including the excavation or removal of at least 24" of depth of the stump. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot including base materials per supplied plans. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations. The installation of 22 curb wheel stops and parking lot striping. Set sanitary manhole to proper grade and install traffic rated water meter box (supplied by city) to proper grade.	LS	\$ 258,986.00
ADDITIVE ALTERNATE A	8' Path through park	The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) mid-block ADA ramps and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.	LS	\$ 67,462.00
ADDITIVE ALTERNATE B	Sidewalk along SW 2nd Ave	The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.	LS	\$ 40,870.00

TOTAL BASE BID AMOUNT \$ Two Hundred Fifty Eight Thousand Nine Hundred Eighty Six dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "A" BID AMOUNT \$ Sixty Seven Thousand Four Hundred sixty Two dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "B" BID AMOUNT \$ Forty Thousand Eight Hundred seventy dollars
(Amount written out in words)

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or more Additive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

1. Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on **September 16th, 2026.**

2. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

3. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. RCE-47709 - ID Contractors License 061742-AA-4 - ID Public Works License Washington - WESTERS101JS Oregon Contractor License 236855

Bidders Tax Identification No. 91-1473401

State of Incorporation, (if applicable) Washington

4. BIDDER

If Bidder is:

An Individual

By N/A

Print name

(Signature)

Doing business as

(Seal)

Business address

Telephone no.

A Partnership

By N/A

(Firm Name)

Signature of general partner

(Seal)

Business address

Telephone no.

A Corporation

By Western Refinery Services, Inc.

(Corporation Name)

Washington

(State of Corporation)

(Signature of Person Authorized to sign)

Title Vice President

Attest

(Secretary)

Business address 2380 Grandview Rd. Ferndale, WA 98248

Telephone no. 360-366-3303

Date of qualification to do business 7/14/2021

A Joint Venture

By N/A

Print name

(Signature)



(Seal) Business address _____

Telephone no. _____

By _____

Print name

(Signature)

(Seal) Business address _____

Telephone no. _____

Telephone number and address for receipt of official communications:

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

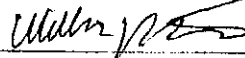
Submitted on May 21st, 2026

OREGON BUSINESS REGISTRATION
Lions Park Sidewalk and Parking Lot
Project 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

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

- ☒ Corporate registration
☐ Assumed business name registration

Signed: 

Date: May 21st 2026

**STATEMENT OF COMPLIANCE WITH ORS
279.350**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon

City Hall

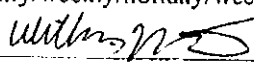
444 SW 4th St

Ontario, Oregon, 97914

Western Refinery Services, Inc.

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

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due to the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: 

Date: May 21st 2026

**EMPLOYEE DRUG TESTING PROGRAM
STATEMENT**

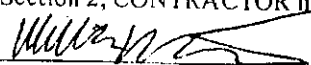
Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

Western Refinery Services, Inc. (name of contractor) acknowledges that pursuant to ORS
279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

Signed: 

Date: May 21st 2026

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-040-0017)

PROJECT NAME: Lions Park Sidewalk and Parking Lot Project 2026

BID NUMBER: _____

BID CLOSING DATE: 5/21/2026

TIME: 10:00 AM

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

	NAME	DOLLAR VALUE	WORK CATEGORY
1	<u>None</u>	<u>\$ N/A</u>	<u>N/A</u>
2		\$	
3		\$	
4		\$	
5		\$	
6		\$	
7		\$	
8		\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive Bid. A non-responsive Bid will not be considered for award.

FORM SUBMITTED BY (BIDDER NAME): Western Refinery Services, Inc.

CONTACT NAME: Sam Crass and Britt Honcoop

TELEPHONE NO.: 208-546-7070

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Western Refinery Services, Inc.
2380 Grandview Road
Ferndale, WA 98248

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
1420 5th Ave, Ste 2200, Office #2225
Seattle WA 98101

Mailing Address for Notices

1420 5th Ave, Ste 2200, Office #2225
Seattle WA 98101

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Ontario
1551 NW 9th St.
Ontario, OR 97914

BOND AMOUNT: \$ Five Percent of the Total Amount of Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Ontario Lion's Park Sidewalk & Parking Lot 2026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of May, 2026

(Witness)

(Witness)

Western Refinery Services, Inc.

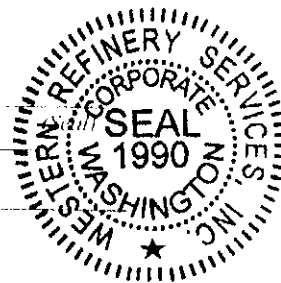
(Principal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)



(Title) Joshua Wright, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

1000 Locust Street, Suite 1000
Philadelphia, PA 19104-3676

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS, that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, has hereunto caused to be signed by Kristin Jackson, Jennifer Lutz, Bailey Beach, Yesenia Evans, Joanne Reinke, and Joshua Wright of Bell-Anderson Agency, Inc. its duly authorized Attorney-in-fact, with full authority to execute and deliver, and to cause to be executed and delivered, all such contracts, agreements, consents or surety and other contracts of indemnity and writings obligations, in the nature thereof, issued in the course of its business, and to cause the Company thereby to incur, not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and acted by the above named Attorney-in-fact, in and to the Company, bearing witness to the fact that the Board of Directors of the PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th day of November 2012.

RESOLVED:

That the Board of Directors, hereby authorizes the President or any Vice President of the Company, or its Attorney-in-fact, and authorizes the Attorney-in-fact to execute on behalf of the Company, bonds and undertakings, contracts of indemnity and other writings obligations.

in the nature thereof, and to attach the seal of the Company thereto, and to remove it at any time and when Attorney-in-fact and to cause the same to be given and to be.

FURTHER
RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by such officer and any such Power of Attorney so executed and certified by such signatures and the corporate seal shall be valid and binding upon the Company, and its future acts, respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 21st DAY OF AUGUST 2012.



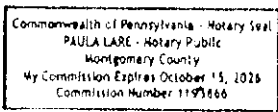
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August 2012, before me, the undersigned, a Notary Public, who execute the foregoing instrument, to the person(s) known and known by me, duly sworn, and that the said person(s) have acknowledged before me the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the said affixed and signed instrument is the corporate seal of the Company, and the said corporate seal and its signature were duly affixed.

Paula Lare

Notary Public



residing at

1000 Locust Street

My Commission expires

October 15, 2016

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolutions of the Board of Directors and the Power of Attorney issued pursuant thereto on the 14th day of November 2012 are true and correct and the said instrument is full, true and effect. This is given in full faith and belief that the Power of Attorney is the duly authorized and attached Power of Attorney of the Philadelphia Indemnity Insurance Company.

In testimony whereof, I have caused my name and office to be signed and affixed by me, this 13th day of May 2016.

Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**AGENDA REPORT
NEW BUSINESS
June 9, 2026**

To: Mayor and City Council
FROM: Kari Ott, Finance Director
THROUGH: Danny K. Cummings, City Manager
SUBJECT: **RESOLUTION #2026-114: GASB54**
DATE: June 2, 2026

PROPOSED MOTION:

I MOVE THE CITY COUNCIL APPROVE RESOLUTION #2026-114, A RESOLUTION ESTABLISHING POLICIES RELATING TO ENDING FUND BALANCES OF 2025-2026.

SUMMARY:

Attached is the following document:

Resolution #2026-114: A Resolution Establishing Policies Related to Ending Fund Balances of 2025-2026.

BACKGROUND:

Government Accounting Standards Board (GASB) No. 54 was adopted by the city during the fiscal year ended June 30, 2011. The City Council is required to formally establish spending policies for ending fund balances annually by formal resolution.

CURRENT SITUATION:

The city needs to commit the 2025-2026 ending fund balances in the Revolving Loan Fund, Capital Projects Fund, Trust Fund, and Reserve Fund for use in the 2026-2027 fiscal year. All commitments of the fund balances are required to be approved on or before the end of the fiscal year.

ANALYSIS:

- A. **STRATEGIC PLAN** No strategic plan impact.
- B. **FINANCIAL** No financial impact.
- C. **TIMING** The resolution is required to be approved on or before June 30, 2026.
- D. **POLICY/LEGAL** The resolution is required to be approved on or before June 30, 2026, and Council action is required to adopt a resolution.

ALTERNATIVES:

A. Take No Action-The Council could take no action on this matter; this would cause a finding in the audit.

RECOMMENDATION:

Staff recommends the City Council approve Resolution #2026-114.

ATTACHMENTS:

1. Reso #2026-114 GASB 54



RESOLUTION #2026-114

A RESOLUTION ESTABLISHING POLICIES RELATED TO ENDING FUND BALANCES FOR 2025-2026

WHEREAS, The City of Ontario promotes accounting practices in compliance with the Governmental Accounting Standards Board (GASB); and

WHEREAS, The City Council desires to establish fund balance policies to comply with GASB Pronouncement No. 54; and

NOW THEREFORE, BE IT HEREBY RESOLVED by the Ontario City Council to approve the following policies as it relates to ending fund balances for 2025-2026 pursuant to GASB 54:

Authority

The Ontario City Council reserves the authority to establish and modify commitments of ending fund balance.

Commitments

In compliance with GASB 54, the Ontario City Council hereby makes the following commitments of 2025-2026 ending fund balance for specific uses in 2026-2027:

Special Revenue Funds

1. The unrestricted ending fund balance of the Trust Fund is committed to use for activities related to the specific department priorities as established by those who provided the monies held in trust.
2. The ending fund balance of the Revolving Loan Fund is committed to use for activities related to the specific activities defined by Council Resolution governing the revolving loan fund program including housing incentives and the grant program established through the collection of interest payments on outstanding loans.
3. The unrestricted ending fund balance of the Reserve Fund is committed to use for specific projects and equipment replacement related to the specific department priorities as established by those who provided the monies.

Capital Project Funds

1. The unrestricted ending fund balance of the Capital Projects Fund is committed to use for capital project activities as defined by each individual department, including fees collected that are required to be spent on defined activities.

Assignments

Authority to classify portions of ending fund balance as Assigned is hereby granted to the Ontario City Council, or their designee.

Spending as it Relates to Ending Fund Balance Policy

The Ontario City Council considers the spending of the restricted classification of fund balance in the following order:

1. Restricted Uses
2. Committed Uses
3. Unrestricted Uses

EFFECTIVE DATE: Effective immediately upon passage.

PASSED AND ADOPTED by the City Council of the City of Ontario this 9th day of June, 2026, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this 9th day of June, 2026.

Deborah K. Folden, Mayor

ATTEST:

Tori Barnett, MMC, City Recorder



**AGENDA REPORT
PUBLIC HEARING
June 9, 2026**

To: Mayor and City Council

FROM: Tatiana Burgess, Planning Director

THROUGH: Danny K. Cummings, City Manager

SUBJECT: **ORDINANCE #2847-2026: ANNEXATION OF TAX LOTS 700 AND 802 ON ASSESSOR'S MAP 18S47E11BC AND REZONING FROM URBAN GROWTH AREA COMMERCIAL ZONE AND URBAN GROWTH AREA RESIDENTIAL ZONE TO CITY GENERAL COMMERCIAL ZONE**

DATE: June 1, 2026

PROPOSED MOTION:

A. APPROVAL:

1. I MOVE THAT THE CITY COUNCIL APPROVE THE FINDING OF FACTS AND RECOMMENDATION OF THE PLANNING COMMISSION FOR THE ANNEXATION OF TAX LOT 802 ON MAP 18S47E11BC AND REZONING IT FROM UGA COMMERCIAL ZONE (UGA-C) TO CITY GENERAL COMMERCIAL ZONE (C-2) AND ALSO, ANNEXATION OF TAX LOT 700 ON MAP 18S47E11BC AND REZONING IT FROM UGA RESIDENTIAL ZONE (UGA-R) TO CITY GENERAL COMMERCIAL ZONE (C-2), AS SET FORTH IN ACTION 2026-04-06CPAMD BASED ON THE INFORMATION, FINDINGS, AND CONCLUSIONS SET FORTH IN THIS REPORT.

2. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2847-2026, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA COMMERCIAL (UGA-C) ZONE AND FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) ZONE TO CITY GENERAL COMMERCIAL (C-2) ZONE, BEING 1.65 ACRES MORE OR LESS, WITHIN THE SW 1/4 OF NW 1/4 OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN) AS SET FORTH IN ACTION 2026-04-06CPAMD, AT A SINGLE MEETING BY TITLE ONLY.

IF VOTE IS UNANIMOUS:

3. IN ACCORDANCE WITH SECTION 8.2(2) OF THE CITY CHARTER, I MOVE THAT THE CITY COUNCIL APPROVE ORDINANCE #2847-2026, AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA COMMERCIAL (UGA-C) ZONE AND FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) ZONE TO CITY GENERAL COMMERCIAL (C-2) ZONE, BEING 1.65 ACRES MORE OR LESS, WITHIN THE SW 1/4 OF NW 1/4 OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN) AS SET FORTH IN ACTION 2026-04-06CPAMD, AT A SINGLE MEETING BY TITLE ONLY.

B. DENIAL:

1. I MOVE THAT THE CITY COUNCIL DENY THE REQUEST FOR ANNEXATION OF TAX LOT 802 ON MAP 18S47E11BC AND REZONING IT FROM UGA COMMERCIAL ZONE (UGA-C) TO CITY GENERAL COMMERCIAL ZONE (C-2) AND ALSO, ANNEXATION OF TAX LOT 700 ON MAP 18S47E11BC AND REZONING IT FROM UGA

RESIDENTIAL ZONE (UGA-C) TO CITY GENERAL COMMERCIAL ZONE (C-2), AS SET FORTH IN ACTION 2026-04-06CPAMD, BASED ON THE FOLLOWING LEGAL REASONS (NEED TO LIST THE LEGAL DENIAL FINDINGS).

SUMMARY:

The applicant, Sulaiman Rahmani, and owner, Abdul Rahmani, request that tax lot 802 on Assessor's Map 18S47E11BC be annexed into the City and rezoned from Urban Growth Commercial Zone (UGB-C) to City General Commercial Zone (O-C-2) and tax lot 700 on Assessor's Map 18S47E11BC be annexed into the City and rezoned from Urban Residential Zone (UGB-R) to City General Commercial (O-C-2).

BACKGROUND:

The subject parcels are 1.65 acres in total, more or less, and are the site of an old dwelling, as well as a small mini storage facility. The sites face SE 5th Ave, along an unimproved road section. Required notices were sent to adjoining landowners, Department of Land Conservation and Development, Malheur County, the Rural Road Assessment District #3, Oregon Department of Transportation (ODOT), and Ontario city departments, and published in the Argus Observer on April 15 and May 20, 2026.

The Planning Department received a letter from ODOT on May 1, 2026, informing that ODOT has no comments or concerns regarding the proposal. The Planning Department also received a letter from the Fair Housing Council (FHCO) of Oregon on June 1, 2026, informing that FHCO is satisfied with the findings of the proposed zoning map amendment.

A Planning Commission hearing was held on May 11, 2026, and via a unanimous vote, it was recommended that the City Council approve this annexation.

CURRENT SITUATION:

The applicant intends to develop the site into a 20-space RV park with full utility hookups (water, sewer, electricity) at each space, a 500 sq.ft. office and laundry building, trash enclosure, privacy fencing, landscaping, and public improvements, including curb, gutter, sidewalk, fire hydrant, and stormwater swales along SE 5th Ave. All development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance, it is considered to be consistent with the Comprehensive Plan and the planned development is an approved zoning under the comprehensive plan.

A. REZONE

1. Section 10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:
 - a. The zoning map amendment is in conformance with statewide planning goals and guidelines.
 - b. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
 - c. The applicant has demonstrated a mistake or error in the original zone designation, or the applicant has demonstrated a change in physical, social or market conditions generally

affecting the area which make the proposed change appropriate.

d. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

e. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

f. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.

g. The proposed zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Findings:

1. Explain how the proposed zoning map amendment is in conformance with statewide planning goals and guidelines.

The City of Ontario, Malheur County and the State of Oregon have all agreed upon the Comprehensive Plan and Map. Within that map, the proposed annexation will close the gap in the zoning map, and provide and eliminate an urban growth area, that is currently surrounded in its entirety by properties that had been previously annexed into the City. Statewide Planning Goal 10 - Housing - specifies the State's housing needs for its citizens. Ontario has adopted its most recent Housing Needs Analysis and Buildable Lands Inventory in 2021, which established that Ontario had an active deficit of about 11.2 acres of Commercially-zoned land and an overall surplus of 177 acres of different variations of Residentially-zoned lands within the Urban Growth Area (UGA). The applicant chose to rezone the subject parcels, and assign the City's General Commercial (C-2) zone, to preserve long-term flexibility for multi-family residential developments or other expansive commercial uses. If the proposed annexation and rezoning is approved, the subject parcel will positively affect the identified needs of the Buildable Lands Inventory, by decreasing the surplus of residentially zoned land within the UGA by 0.92 acres, by annexing and rezoning tax lot 700, as well as reducing the identified deficit of commercially zoned land within the city limits, by 1.65 acres, by annexing and rezoning both tax lots 700 and 801, to the C-2 zone. This action will also enable commercial activity and employment, while preserving the option of developing the properties for multi-family dwelling purposes.

2. Explain how the proposed zoning map amendment is in conformance with the Acknowledged Comprehensive Plan.

The property is within the City of Ontario UGA and the annexation and rezoning of the property is in compliance to the acknowledged Comprehensive Plan. The annexation will not render a net change on allowed uses. The property zone will change from the Commercial and Residential zone within the Urban Growth Area, to the General Commercial (C-2) Zone within the City limits. The C-2 zone designation will be compliant with the Goal 14: Urbanization, and will preserve the commercial/ mixed-use character of the subject parcels, as consistent with the commercial corridor along SE 5th Ave. The applicant's proposal to develop the subject properties as an RV Park will contribute to Ontario's diversified housing needs. Per Oregon Housing Needs Analysis (OHNA) 2026 Production Targets and Adopted Methodology (December 2025) Ontario has been identified as a Peer 3 city, with a population greater than 10,000. As such, the greatest housing production

indicators for Ontario, are within the 0-30% AMI (47 annual units), followed closely by the 31-60% AMI category (29 annual units). Furthermore, per ORS 197.493, the occupancy of a recreational vehicle as a residential dwelling is permitted when placed within a recreational vehicle park.

It is found that the approval of an RV Park on the subject properties will not only address the current commercial land deficit, but it will also contribute towards achieving Ontario's OHNA production targets.

3. As applicant, you must explain how there has been a mistake or error in the original zone designation or a change in physical, social or market conditions generally affecting the area, which makes this proposed zone change appropriate.

The applicant's requested zone change from a UGA Zone to a City Zone does not imply that there has been a mistake or an error in the original zone. In fact, this request for annexation and zone change only shows that the original zone designation of UGA zones was done with future thought of economic growth in mind. What has changed is the growth and development around the subject area. The proposed annexation will allow the applicant to connect the development into the City services, which will expand the City's infrastructure (Goal 14), available housing supply (Goal 10) and overall livability and economic development (Goal 9).

4. As applicant, you must show a public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

The public will benefit by annexing and re-zoning these parcels into the city limits through increased tax revenue, increased development and increased infrastructure. The rezoning of the UGA zoned parcels to City General Commercial will allow for better use of the area, since the proposal is for a fully developed RV park. The RV Park will provide much-needed affordable temporary and workforce housing in an area with near-zero rental vacancies. The C-2 zoning designation also preserves future multi-family development options.

5. Explain how the property affected by the change, if approved, is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

The minimum parcel size in the General Commercial (C-2) zone, once annexed in, is 3,000 sq. ft. The total proposed annexation area is 71,874 sq.ft., more or less. Should a residential development occur in a C-2 zone, it shall comply with the multi-family residential requirements, as outlined in Ontario Municipal Code 10A-29-07, which specifies that a minimum of 10 dwelling units is required. The annexation of the subject property will enable the applicant to meet the commercial zone site standards requirements, as well preserve the ability to meet the residential development requirements, as needed. A detailed site plan has been submitted by the applicant that demonstrates that all site development requirements can be met.

6. Explain how the property affected by the proposed change of zone is properly related to streets and other public facilities and with services adequate to meet the demands of the uses allowed in the new zone. This shall explain how this proposal will not absorb a disproportionate share of public facilities, utilities and general assets.

The parcel far exceeds the minimum parcel size and will be able to be developed into large developments as planned for in the comprehensive plan. The surrounding infrastructure is

capable of handling traffic and expansion of services for the proposed RV-park development. The properties have direct access to an existing right-of-way: SE 5th Ave. The developer will install at his own cost: water service/meter, sewer connections, curb, gutter and sidewalk, fire hydrant, as well as onsite stormwater swales. As part of the UGA the property has been part of the City Transportation Master Plan, Water Master Plan, Waster Water Master Plan and the City Storm Water Master Plan and therefore has been approved to provide city services to this property.

7. Explain how the proposed change in zoning will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

The annexed properties will be in harmony with the surrounding developed properties and will not result in any adverse effects to the adjacent properties zoned the same. The proposed development will include privacy fencing and frontage landscaping, which will aid any potential noise, glare or lighting mitigation. The proposed development will also include paved surfaces and onsite stormwater retention swales, which will eliminate dust and vibration discharges. The principal permitted uses will be more expansive, and consistent with the General Commercial zone.

SUMMARY CONCLUSIONS: Based on the findings above: The City of Ontario Municipal Code Implements policies contained in the City of Ontario Comprehensive Plan conform to the Statewide Planning Goals; generally, if a proposed rezone meets all criteria and standards contained in the OMC, the request will be consistent with Comprehensive Plan Policies and therefore conform to the Statewide Planning Goals. As this proposal meets the criteria in the above section, this proposal is consistent with Statewide Planning Goals. CRITERION IS MET

a. The findings 2 above show that the request is within goals and conformance of the Acknowledged Comprehensive plan. Therefore, this proposal has demonstrated itself to be consistent with the Comprehensive Plan. CRITERION IS MET

b. The information in finding 3, indicates that there has been no mistake and the request is consistent with the Comprehensive Plan. Therefore, there is no mistake, and the request follows the comprehensive plan and approved zoning and demonstrates that this criterion is met. CRITERION IS MET

c. As noted in finding 4, rezoning from the UGA zones to City zones would not be considered as the granting of a special privilege for a single property as it is providing for the same zoning as the comprehensive plan. CRITERION IS MET

d. As noted in the findings 5, the subject property size is adequate to demonstrate consistency with this criterion. CRITERION IS MET

e. As noted in the finding 6 above, the properties are properly related to streets and public facilities within the public streets and the existing uses and services demonstrate that uses allowed in the proposed zone are provided. CRITERION IS MET

f. In the finding 7 above, that while the impact on surrounding properties will be low, with the proposed change in zoning, compliance with present City of Ontario ordinances will be essential in eliminating these issues. The permitted uses will remain the same and be subject to change due to the annexation. CRITERION IS MET

FINAL CONCLUSION: ALL CRITERIA ARE MET

B. ANNEXATION

1. 10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.

2. Oregon Revised Statute 222.125: Annexation by consent of all owners of land and majority of electors; proclamation of annexation. The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

Findings:

1. The applicant has paid the fees and provided the proper application with signatures.
2. The property is annexable because it lies inside the Urban Growth Boundary and is contiguous with the current city limits.
3. The property currently has three different UGA zones in the Urban Growth Area and the companion requested City zones are consistent with contiguous property.
4. Findings from preceding sections of this report are herein included by this reference. A change to the comprehensive plan map or text is not necessary to annex the property; however, the annexation of the property must be consistent with all applicable Comprehensive Plan Policies.
5. Annexation would benefit the city by increasing tax revenue, and by providing more potentially developable residential land.

FINAL CONCLUSION: All criteria and standards applicable to a request for annexation have been met. The property may be annexed.

SUMMARY CONCLUSIONS AND PLANNING COMMISSION DECISION:

A request for the annexation and rezoning of property may be recommended for approval or denial by the Planning Commission to the City Council if all applicable decision criteria and standards are found met, or able to be met through appropriate conditions of approval. In this case, findings must be made by the Planning Commission that the specific criteria are either met, able to be met through conditions of approval, or not met; options and discussion are provided under "Findings:" and "Conclusion:" for each criterion. All the criteria and standards must be met in order for the request to be recommended for approval.

ANALYSIS:

- A. **STRATEGIC PLAN** This project falls under the Growth goal of the City Council's strategic plan; specifically allowing for annexation of land to add growth and more tax base. It allows for the development of the property.
- B. **FINANCIAL** The requested annexation will add to the City tax base.
- C. **TIMING** The rezoning of this property is needed in a timely manner to allow for the proposed development, as a response to the identified temporary housing need.
- D. **POLICY/LEGAL** The proposed development must comply with applicable provisions of the OCC (City of Ontario Zoning Ordinance as set forth in the Ontario City Code), and the City of Ontario Comprehensive Plan. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance, it is consistent with the Comprehensive Plan. A rezone must be made by an Ordinance and the City Council is the Final Authority for approving a City Ordinance.

ALTERNATIVES:

The City Council could table the action until a time certain if more information is needed to make a decision.

RECOMMENDATION:

Staff recommends that the City Council approve and adopt the findings of facts and approve the annexation and rezone from Urban Growth Area Commercial and Residential zones to City General Commercial zone of the subject properties as per the report.

ATTACHMENTS:

- 1. Ord #2847-2026 Annex & Rezone Complete with Exhibits
- 2. Annexation & Rezoning Zoning Application_2024(signed & completed)
- 3. Aerial View
- 4. Site Plan
- 5. Affidavit of Publication - 4.15.26
- 6. Affidavit of Publication - 5.20.26
- 7. Email from ODOT - RE_ Notice of Annexation
- 8. Email from Fair Housing Council - RE_ PAPA file 2026-04-06CPAMD

After Recording Return to:
City of Ontario
Attn. Tori Barnett
444 SW 4th Street
Ontario, OR 97914



ORDINANCE #2847-2026

AN ORDINANCE PROCLAIMING THE ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA COMMERCIAL (UGA-C) ZONE TO CITY GENERAL COMMERCIAL (C-2) ZONE AND ANNEXATION AND REZONING OF CERTAIN TERRITORY TO THE CITY OF ONTARIO FROM URBAN GROWTH AREA RESIDENTIAL (UGA-R) ZONE TO CITY GENERAL COMMERCIAL (C-2) ZONE, BEING 1.65 ACRES MORE OR LESS, WITHIN THE SW 1/4 OF NW 1/4 OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 47 EAST, WILLAMETTE MERIDIAN

- WHEREAS,** There has been submitted to the City of Ontario a written request for annexation and rezoning to the city signed by 100% of the owners of land within the affected territory to be annexed; and
- WHEREAS,** All of the owners of land in that territory have consented in writing to the annexation of their land in the territory and have filed a statement of their consent with the legislative body of the city; and
- WHEREAS,** The subject properties will remain within the Ontario Rural Fire Protection District and Ontario Rural Road Assessment District #3, until development to city standards is complete; and
- WHEREAS,** The City Charter and the City Code does not expressly require the city to submit a proposal of annexation of territory to the electors of the city; and
- WHEREAS,** All the owners have requested 1.65 acres be rezoned from Urban Growth Area Commercial Zone (UGA-C) and Urban Growth Residential Zone (UGA-R) to City General Commercial Zone (C-2); and

NOW THEREFORE, THE CITY OF ONTARIO ORDAINS AS FOLLOWS:

1. Annexation Area. The following contiguous territory be and the same is hereby annexed: The property legally described and mapped in the attached Exhibits "A" and "B" respectively.
2. Rezoning. That based on the Planning Commission findings and recommendation in Planning Action 2026-04-06CPAMD, the lands as described and shown in the attached Exhibits "A" and "B" be rezoned from UGA Commercial and UGA Residential to City General Commercial being 1.65 acres, more or less.
3. Record. The City Planner shall submit to the Oregon Secretary of State (1) a copy of this Ordinance, (2) a copy of the statement of consent of the landowner in the territory annexed; and (3) shall send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the city within 10 days of the effective date of annexation to the Malheur County Assessor, Malheur County Clerk, and the State Department of Revenue.

PASSED AND ADOPTED by the Common Council of the City of Ontario this _____ day of _____, 2026, by the following vote:

AYES:

NAYES:

ABSENT:

APPROVED by the Mayor this _____ day of _____, 2026.

ATTEST:

Deborah Folden, Mayor

Tori Barnett, MMC, City Recorder

Exhibit "A"

Annexation Boundary Description

Land in Malheur County, Oregon, as follows:

In Twp. 18 S., R. 47 E., W.M.:

Sec. 11: A parcel of land in N1/2 NW1/4 SW1/4 NW1/4 described as follows:

The East 100 feet of the following parcel of land:

Beginning at the Northwest corner of said N1/2 NW1/4 SW1/4 NW1/4;
Thence East, coincident with the North boundary thereof, 396 feet;
Thence South 330 feet, more or less, to the South boundary of said N1/2 NW1/4 SW1/4 NW1/4;
Thence West, coincident with the said South boundary, 396 feet;
Thence North, coincident with the West boundary thereof, 330 feet, more or less, to the Point of Beginning.
SUBJECT to road right of way along the North.

ALSO, a parcel of land in the S1/2 NW1/4 SW1/4 NW1/4 described as follows:

Commencing at the Northwest corner of said S1/2 NW1/4 SW1/4 NW1/4;
Thence S. 89 degrees 57' 41" E., coincident with the North boundary thereof, 296.61 feet to the Point of Beginning;
Thence S. 89 degrees 57' 41" E., coincident with the North boundary thereof, 100 feet;
Thence S. 00 degrees 11' 47" E., 12.10 feet;
Thence N. 89 degrees 57' 41" W., 100 feet;
Thence N. 00 degrees 11' 47" W., 12.10 feet to the Point of Beginning.

Land in Malheur County, Oregon, as follows:

In Twp. 18 S., R. 47 E., W.M.:

Sec. 11: A parcel of land in the SW1/4 NW1/4 described as follows:

Beginning at a point 396 feet East of the Northwest corner of the said SW1/4 NW1/4;
Thence South 330 feet;
Thence East 132 feet;
Thence North 330 feet;
Thence West 132 feet to the Point of Beginning.
SUBJECT to road right of way along the North.

Said Annexation Parcel contains 1.65 acres more or less.

- End of Description -

Exhibit "B"

Annexation Boundary Map

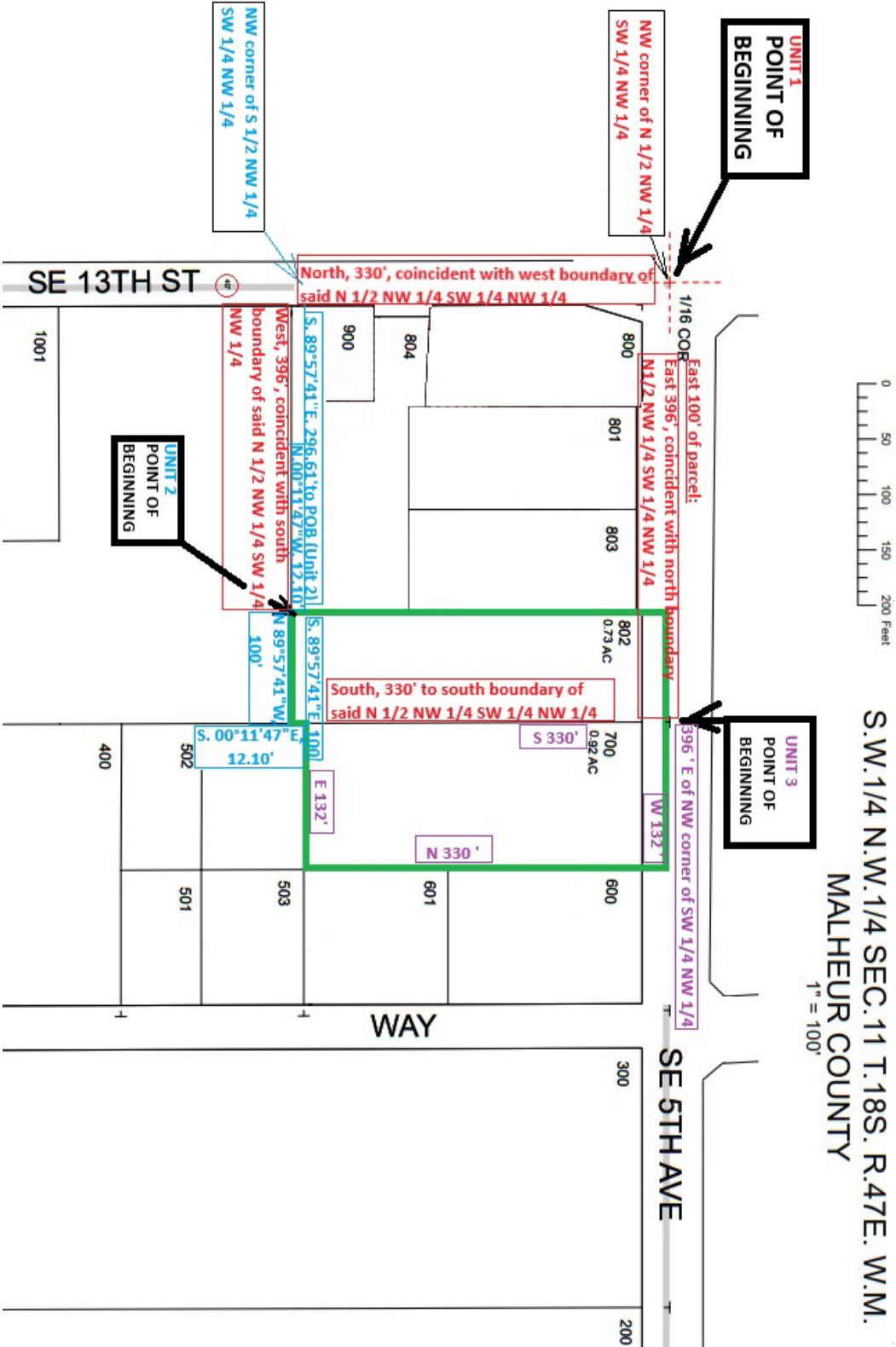


Exhibit "C"

Parcel Before Rezone

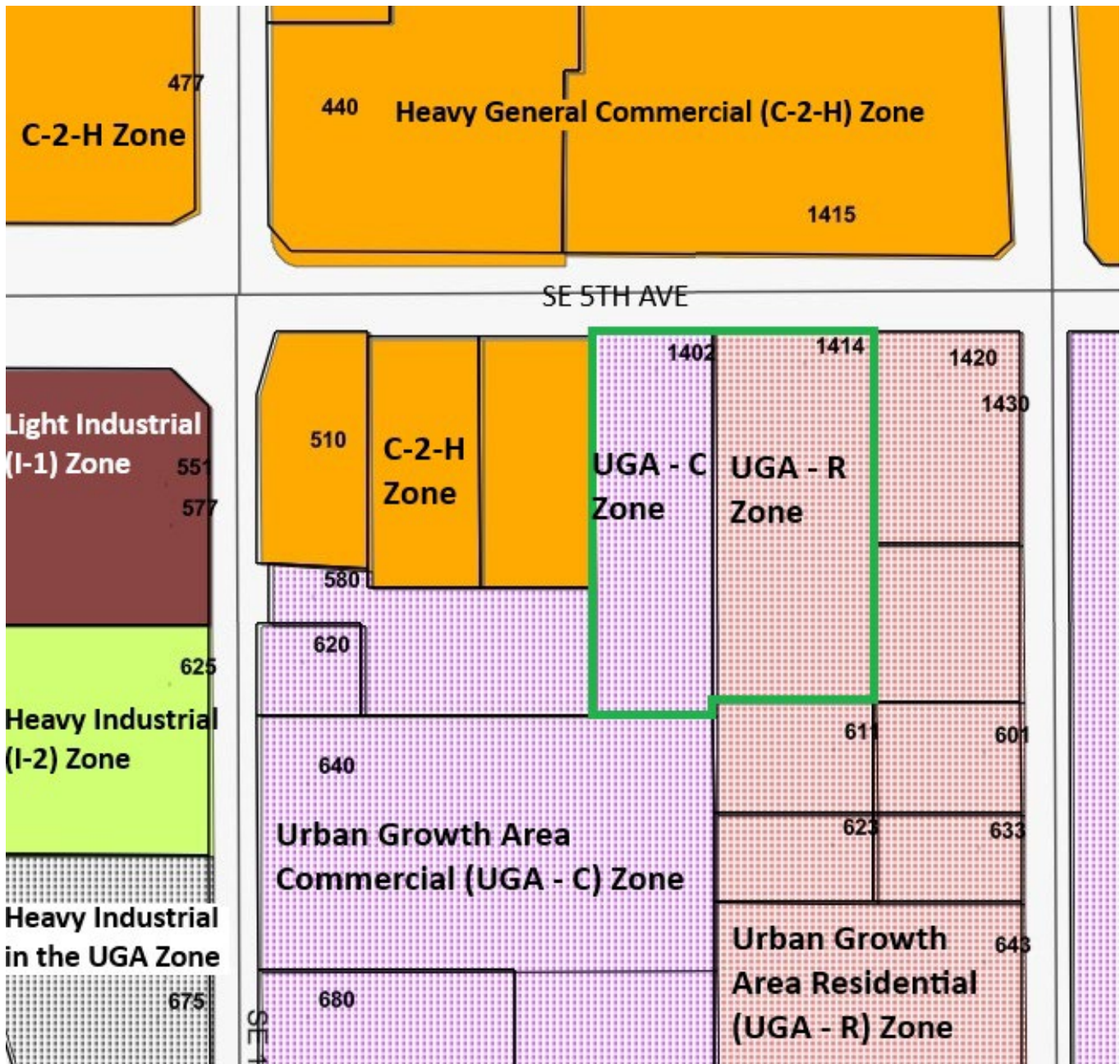
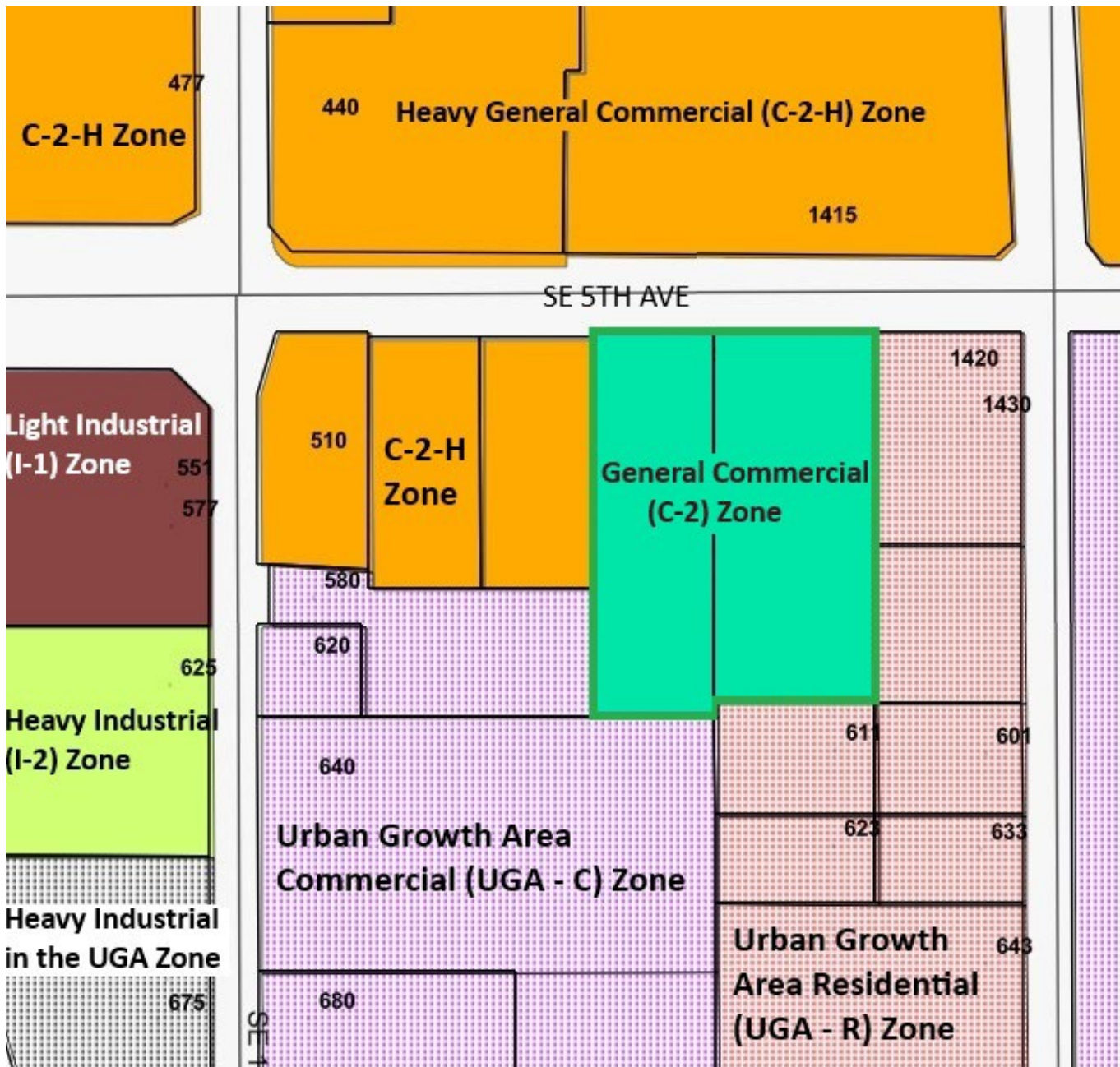


Exhibit "D"

Parcels After Rezone



City of Ontario Planning and Zoning Application Form

444 SW 4th Street, Ontario, OR 97914

Permit Center Annex: 458 SW 3rd Street

Voice (541) 881-3222 / (541) 881-3224

Fax (541) 881-3251



ANNEXATION & REZONE APPLICATION

FILE # _____

Date Received _____

Fee: \$421.00 + \$260 + \$107 = \$788.00

(Mailing & Advertising \$260.00)

(Base Ordinance recording fee \$107.00)

Fee: PLUS 2 cents per square foot

Time Received _____

PDAC Date: March 4, 2026

Accepted as Complete _____

Applicant(s) – attach additional sheets as necessary

Name Sulaiman Rahmani

Address 512 Skyline Drive

San Ramon, Ca 94583

Telephone (925) 768-5000

email salrahmani@gmail.com

signature 

Property Owner(s) – attach additional sheets as necessary

Abdul H Rahmani

4312 Cowell Rd

Concord, Ca 94518

(925) 708-7699

abdul8844@yahoo.com



Description of proposed action: Annex and rezone two adjacent parcels (Tax Lots 700 & 802, Tax Map 18S47E11BC)
into the City of Ontario. Rezone both parcels to C-2 General Commercial. Currently in UGA under Malheur County
jurisdiction. TL 802 is county commercial; TL 700 is county residential. C-2 recommended by City Planning Director at
PDAC meeting 3/4/26 to allow broad commercial use including proposed 20-space RV park with office/laundry building,
and future multi-family residential. See attached Feasibility Study for full justification.

If the application includes any site plans or other drawings, please submit electronic copies in pdf format

OFFICE USE ONLY

120 day time limit
DLCD 45-day notice required
Notice of PC Hearing
Notice to media
Hearing dates
Notice of Decision
Associated applications

Accepted as complete _____
Y/N _____ Date mailed _____
Date mailed _____
Publication date _____
PC _____
Date mailed _____

Final decision by _____
Date of first hearing _____
Posted on site _____
Emailed _____
CC _____
Appeal deadline _____

ANNEXATION & REZONE JUSTIFICATION

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL. AN APPLICATION WILL NOT BE ACCEPTED FOR A ZONE CHANGE REQUEST WITHOUT THIS INFORMATION

THE CITY WILL USE THESE ANSWERS IN ITS ANALYSIS OF THE MERITS OF THE APPLICATION

PLEASE PRINT CLEARLY OR TYPE

A. DESCRIPTION OF PROPERTY:

Township 18 S Range 47 E Section 11, Willamette Meridian

Tax Lot # 700 and 802

Lot Size 1.65 acres (71,874 SF total) Current Zoning Residential (TL 700) / Commercial (TL 802)
(ACRES OR SQUARE FEET)

Property Address 1402 and 1414 SE 5th Avenue, Ontario, OR 97914

Name of Subdivision N/A – unplatted metes and bounds parcels

EXISTING RECORDED EASEMENTS:

Purpose & Description: Road ROW along North (SE 5th Ave); Water Right Agreement 1896

Book & Page No. Book 1, Page 66 Inst. # Leases & Agreements

EXISTING DEED RESTRICTIONS:

Purpose & Description: None identified per Preliminary Title Report (File No. 151561AM)

Book & Page No. N/A Inst. # N/A

B. SPECIFICATION OF REQUEST

Zone Requested C-2 General Commercial (for both Tax Lots 700 and 802)

Intended use under new zone (Explain in detail, including all operational characteristics, use extra sheets.) 20-space RV park with full utility hookups (water, sewer, electric) at each space, a 500 SF office/registration and laundry building, trash enclosure, privacy fencing, landscaping, and public improvements including curb, gutter, sidewalk, fire hydrant, and stormwater swales along SE 5th Avenue. C-2 zoning requested per City Planning Director's recommendation to preserve long-term flexibility for multi-family residential or other commercial uses. Engineering by CK3, LLC, Ontario, OR. See attached Feasibility Study and CK3 site plan for complete details.

C. JUSTIFICATION

PROPOSED FINDINGS

In preparing findings of fact to support a Zoning Map Amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current proposal.

Explain in detail, using extra sheets as needed, how the proposed zone change complies with the following required findings:

1. Explain how the proposed zoning map amendment is in conformance with statewide planning goals and guidelines.

The rezoning conforms with Oregon Statewide Planning Goals 1 (Citizen Involvement – applicant participated in PDAC process and will participate in public hearings), Goal 2 (Land Use Planning – action is consistent with the acknowledged Comprehensive Plan’s UGA designation), Goal 9 (Economic Development – C-2 enables commercial activity and employment), Goal 10 (Housing – C-2 permits multi-family residential, addressing Oregon’s documented 500,000-unit housing deficit), and Goal 14 (Urbanization – annexation of UGA land with available infrastructure represents orderly, efficient urban growth). See Feasibility Study, Section F.1 for detailed analysis.

2. Explain how the proposed zoning map amendment is in conformance with the Acknowledged Comprehensive Plan.

The property is within the City’s designated Urban Growth Area (UGA). The UGA designation under the Comprehensive Plan anticipates urbanization and annexation of these parcels. The City Planning Director confirmed at the March 4, 2026 PDAC meeting that C-2 General Commercial is there recommended zoning for both parcels. No Comprehensive Plan amendment is required. The C-2 zone is consistent with the commercial/mixed-use character of the SE 5th Avenue corridor.

3. As applicant, you must explain how there has been a mistake or error in the original zone designation or a change in physical, social or market conditions generally affecting the area, which makes this proposed zone change appropriate.

Significant changes in market and social conditions have occurred since the original residential zoning: (a) Oregon now faces a deficit of ~500,000 housing units over the next 20 years, with only 13,000 permits issued in 2024 against a state target of 36,000/year; (b) Idaho’s population surpassed 2M in 2024, growing 7% since 2020, with housing demand spilling into Malheur County; (c) Malheur County median home prices rose 5% even as sales declined, indicating supply constraints; (d) Ontario’s role as the commercial hub for the OR-ID border region has intensified; (e) adjacent properties along SE 5th Ave are in commercial/industrial use, making residential zoning inconsistent with the area’s character.

3. As applicant, you must show a public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.

There is a clear public need for additional commercial and housing-flexible land in Ontario. Oregon's Housing Needs Analysis documents an acute statewide shortage. The Governor declared a housing emergency. The RV park will provide affordable temporary and workforce housing in an area with near-zero rental vacancy. C-2 zoning preserves future multi-family development. This is not a special privilege – it responds to documented regional needs, and City staff recommended this classification.

5. Explain how the property affected by the change, if approved, is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.

The combined 1.65-acre site (71,874 SF) is adequate for C-2 development. TL 802 has ~232' of frontage on SE 5th Ave; TL 700 adds ~305' of depth. Parcels are regular in shape with sufficient area to meet all C-2 setbacks (0' front/back, 7' sides). The CK3 site plan demonstrates 20 RV spaces, office/laundry building, roadway, parking, landscaping, and stormwater all fit within the site.

6. Explain how the property affected by the proposed change of zone is properly related to streets and other public facilities and with services adequate to meet the demands of the uses allowed in the new zone. This shall explain how this proposal will not absorb a disproportionate share of public facilities, utilities and general assets.

The property fronts SE 5th Ave (paved, two-lane) with direct access. City water mains exist along SE 5th Ave. City sewer is extending to Thrifty Way with a stub-out available. The developer will install at own cost: water service/meter, sewer connection/manhole, curb/gutter/sidewalk, fire hydrant, stormwater swales, and ADA driveway approach. SDC transportation fees (\$8,500+) will be paid. The development will not absorb a disproportionate share of public facilities – it expands them.

7. Explain how the proposed change in zoning will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

The proposed C-2 zoning and RV park use will not create adverse impacts. The development includes: privacy fencing along the boundary, landscaping along frontage (6% of lot, 65% green/growing), on-site stormwater retention, proper sewer connections, and "no parking" signage per Fire Dept. requirements. The vacant parcels will be improved with paved surfaces, utilities, and maintained grounds. RV parks generate minimal traffic compared to retail or restaurant uses permitted under C-2.

10B-45-05 PURPOSE AND AUTHORITY. Annexations shall be processed according to the provisions of the Oregon Revised Statutes, The Comprehensive Plan and provisions of this Title. The inclusion of land within the urban growth boundaries as shown on the comprehensive plan shall be evidence of the annexability of the land if other statutory criteria are met, and therefore no land hearing on the subject of annexability need be held.

10B-45-10 INITIATION OF ACTION. When a person, authorized by statute, wishes to extend the city's boundaries, an application on forms supplied by the city shall be filed with the Planning Director and which include: annexation consent forms, by the property owners, and by tenants if required by law or court decision; request for a change in zoning map designation, or plan change if required; request for other quasi-judicial action if required; fees, and other exhibits and requirements for a quasi-judicial action as set forth in this Title. All land use actions associated with the annexation shall be consolidated, as feasible, and one fee paid.

10B-45-15 HEARING DATE, NOTICE, DECISION. When the Planning Director receives a complete petition for annexation, he/she shall determine if annexation is in harmony with the comprehensive plan and if the accompanying documents are in compliance with the statutes. If the petition is in compliance with the plan and statutes, the Planning Director shall transmit the annexation question to the City Council for preparation of an ordinance and advertising of a public hearing.

The Planning Director shall advertise a public hearing on the quasi-judicial change of the zoning map as specified in Title 10A and 10B. If the requested zoning change requires a legislative plan change, the Planning Director shall set hearing dates and advise D.L.C.D. as set forth in this Title for legislative plan changes. Each constituent action in a consolidated action shall be decided and subject to appeal according to the procedures set forth in this Title for each type of action.

10B-45-20 AGENCY COORDINATION. Within ten days after the effective date of the annexation proceedings, the City Recorder shall submit to the Oregon Secretary of State one copy of the annexation ordinance, a copy of the statement of consent of landowners in the territory annexed; a description of metes and bounds or legal subdivision, and a map depicting the new city limits. Similar exhibits shall also be sent to the Malheur County Assessor, Malheur County Clerk, Malheur County Planning Department, and the Center of Population Research and Census at Portland State University. The map of the new City limits shall be sent to all local utilities and to the Fire and Police Departments.

OMC 8-12-9: Charge Imposed. Annexation Charge. On any parcel of land annexed to the City after the effective date of this chapter, a two cent (\$.02) per square foot charge shall be imposed on the gross land area annexed at the time of annexation. (Ord. 2391)

Note:

Any property under consideration for annexation must also receive a City zone. If the applicant(s) and/or property owner(s) and City staff are in agreement over the new zone, the City will initiate a zone change application as part of the annexation. No other forms are required.

If the property owner requests a City zone that is other than that suggested by staff, or is not in conformance with the Comprehensive Plan, the applicant shall file a separate Rezone application, along with the requisite fee.

10B-05-15 BURDEN, CRITERIA OF PROOF.

1. The proponent of proposals shall have the burden of proving the justification of the request. The greater the impact of the request on an area, the greater is the burden upon the proponent.
2. The requested proposal must be supported by proof that it conforms to all applicable standards and criteria of the OMC. The Planning Official may require that proponents submit written evidence, facts and/or written findings substantiating such conformance, as part of the application.

CHAPTER 10B-20 QUASI-JUDICIAL ZONING MAP AMENDMENT

10B-20-05 PURPOSE, AUTHORITY. The quasi-judicial zoning map amendment procedures are designed and authorized to adjust zone boundaries and create new zoning classifications on the official zoning map within areas on the land use plan indicated for the uses allowed by the map change. Such changes shall be in conformity with the land use goals of the state. The decision of the Commission shall be the final decision of the City unless an appeal is filed as authorized by this Title.

10B-20-25 HEARING DECISION. The Commission shall hold a public hearing on the action and shall approve, deny, or modify the proposed zoning map amendment and shall make findings as appropriate to support the decision. The Planning Director shall notify the applicant of the decision of the Commission and notify any person appearing at the hearing in person, if they are not present when the final decision is rendered, or if the person has appeared in writing. During the hearing, persons appearing shall be advised that they must testify in favor of or in opposition to the action to gain standing to appeal the Commission's decision to the Council. Persons testifying shall be advised that they must address one or more of the criteria or required findings set forth in this Title for quasi-judicial zoning map amendment decisions in order to establish standing to appeal the final local decision to the Oregon Land Use Board of Appeals.

10B-20-30 REQUIRED FINDINGS, DECISION CRITERIA. In preparing findings to support a quasi-judicial zoning map amendment decision, the following findings shall be addressed except when alternatives are set forth or where a required finding clearly does not apply to the current action:

1. The zoning map amendment is in conformance with statewide planning goals and guidelines.
2. The zoning map amendment is in conformity with the acknowledged comprehensive plan.
3. The applicant has demonstrated a mistake or error in the original zone designation or the applicant has demonstrated a change in physical, social or market conditions generally affecting the area which make the proposed change appropriate.
4. A public need is demonstrated for this zoning at this location and is not the granting of a special privilege for a single property or small group of properties.
5. The property affected by the change is adequate in size and shape to facilitate its use and development as permitted under the new zoning classification.
6. The property affected by the proposed change of zone is properly related to streets and public facilities and with services adequate to meet the demands of the uses allowed in the new zone.

The proposed zoning map change will not result in adverse effects upon surrounding properties or surrounding uses from dust, noise, vibration, odor, heat, glare, lighting, or discharges into the air, water or land.

Note:

Annexation & Rezone applications are decided by the City Council. However, the application must first go to the Planning Commission for a recommendation on the new zone. Applicants should allow a minimum of two months for an application to be processed by the City; additional time may be necessary if the request involves a Comprehensive Plan change. An annexation is not a land use decision and is not appealable to LUBA.

SITE INFORMATION

STRUCTURES: Are any of the following structures present on the site? *(If so, please specify number)*

	<i>Total</i>	<i>Occupied</i>	<i>Vacant</i>	<i>Persons</i>
Single Family Structures	<u>1</u>	<u>1</u>	<u>0</u>	<u>2</u>
Multifamily structures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Mobile homes	<u>1</u>	<u>1</u>	<u>0</u>	<u>1</u>
Total population of annexed area	<u>3</u>			
Date of population count <u>March 2026</u>				
Barn or other agricultural structure(s)	<u>None</u>			
Industrial Building(s)	<u>None</u>			
Commercial Building(s)	<u>Approximately 20 storage units (to be removed prior to development)</u>			
Accessory building(s)	<u>Minor structure / shed (to be removed prior to development)</u>			
Other	<u>None</u>			

SERVICES

Water	City of Ontario <u></u>	Well <u>x</u>	None <u></u>
Sanitary Sewer	City of Ontario <u></u>	Septic <u>x</u>	None <u></u>
Fire	City of Ontario <u></u>	Ontario RFD <u>x</u>	
Streets	City of Ontario <u></u>	Malheur County <u>x</u>	
Does the property have frontage along or access to City of Ontario streets? <u>No</u>			
Does the property have frontage along or access to Malheur County streets? <u>Yes – SE 5th Avenue</u>			
Does the property have frontage along or access to ODOT roads/highways? <u>No</u>			

LIVESTOCK

Please list the number and type of all livestock currently present on the property None

BUSINESSES

Are any businesses operating on the property? Yes — storage unit rentals (tenants being transitioned out in preparation for development. Total 20 units - 9 tenants transitioned out = 11 tenants remaining to be transitioned out).

CONFIDENTIAL
CENSUS INFORMATION

ADDRESS: 1402 E 14th SE 5th Ave, Ontario, OR 97914

HOUSING TYPE

- ☒ Single Unit Structure
☐ Multiple Unit Structure
☒ Trailer or Mobile Home

TENURE

- ☐ Owner Occupied
☒ Renter Occupied
☐ Vacant
☐ Seasonal

RESIDENTS

	Last Name	First Name	Sex	Age
Respondent	<u>Randell</u>	<u>Delbert</u>	<u>M</u>	<u>unknown</u>
2.	<u>Silvan</u>	<u>Levin</u>	<u>M</u>	<u>unknown</u>
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Please attach additional sheets if necessary

Portland State University College of Urban and Public Affairs Center for Population Research and Census

503-725-3922

<http://www.pdx.edu/prc/>

ANNEXATION & REZONE

FILE # _____

Applicant is:

- ☒ The owner of the property
☐ The purchaser of the property under a duly executed written consent of the owner to make such application
☐ A lessee in possession of the property who has the written consent of the owner to make such authorization
☐ The agent of any of the above, who is duly authorized in writing by the principal

AUTHORIZATION:

I hereby consent that I am authorized to make the application for annexation & rezone and the statements within this application are true and correct to the best of my knowledge and belief. I verify that this is a legally created tract, lot or parcel of land. I understand that I have the right to an attorney for verification as to the creation of the subject property. I understand that any action authorized by the City of Ontario may be revoked if it is determined that the authorization was issued on account of false statements or misrepresentation.



Signature of applicant

4/1/2026

Date

Signature of applicant

Date



Signature of property owner

4/3/26

Date

Signature of property owner

Date

Signature of property owner

Date

Incomplete applications, or insufficient information, may result in delay or denial of the application.

SUPPLEMENTAL INFORMATION TO SUBMIT WITH APPLICATIONS:

The following additional data may be required at the discretion of the Planning or Public works Official:

1. Any data required by OMC land development regulations.
2. Finished floor elevation related to curb, street, or other established grade or benchmark.
3. Drainage patterns. All lots shall show grading and drainage and finished grades or contours (clearly indicated).
4. The size and location of all existing and proposed public and private utilities, easements, or right of way.
5. The size, setback dimensions, and height of all proposed structures, and all existing structures to be retained on-site, and, the use of each structure. The locations may be indicated by construction site envelopes showing possible legal locations near the spot, building dimensions including height, and building separation.
6. Location, dimensions and names of adjacent streets and proposed internal streets, showing centerline radii and curb return radii.
7. The location and dimensions of existing and future sidewalks shall be shown.
8. The proposed layout of parking lots including the location and dimensions of parking spaces, curbed islands, internal planter strips, maneuvering aisles, and access driveways with indication of direction of travel.
9. The location of all signs, exterior lighting and fencing to be used to divide properties and to screen mechanical equipment and trash containers.
10. Existing physical features including drainage ways and structures with indication as to which are to be retained. Adjacent properties and their physical features within 50 feet of the property line shall be identified, including setback dimensions of adjacent structures.
11. The location of existing trees and scrubs and notation of which are to be retained on the property; location and dimensions of proposed landscaped areas; location and types of all proposed plant material and ground cover; location and type of irrigation systems; and, all other pertinent landscape features.
12. Location of all recreational amenities such as open play areas, swimming pools, tennis courts and recreational equipment.
13. Statement of maintenance responsibility for all improvements shown on the site plan.
14. Site data in tabular form including:
 - a. Total area of the property in square feet.
 - b. Building coverage in square feet and percent total.
 - c. Parking lot in square feet and percent total.
 - d. Landscaped area in parking lot in square feet.
 - e. All other landscaped areas in square feet.
 - f. Number of parking spaces provided.
 - g. Number of residential units if appropriate.
 - h. Existing and proposed gross floor area in square feet.

If the applicant is not the property owner, the Planning Official may require documentation of consent to represent the owner including:

- A. A description of the property and the specific action for which approval is sought
- B. Signature of owner
- C. Date of consent
- D. Party to whom consent is given
- E. Notarization of consent

If you are providing large or detailed plans, please provide electronic copies with your application or make arrangements to email them to staff.

Electronic copies of all written materials are appreciated if available.

SEPARATE AGREEMENT MAKING CONSENT IRREVOCABLE

NAME: Abdul H. Rahmani

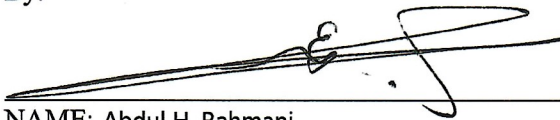
ADDRESS: 4312 Cowell Rd

ADDRESS: Concord, Ca 94518

On this day I (We) executed a consent to annexation for the City of Ontario, for the below described property. The one-year period for the validity of my consent under ORS 222.173 is hereby waived.

Description: See Exhibit "A" and Map Exhibit B.

By:



NAME: Abdul H. Rahmani

NAME:

STATE OF California)

) SS.

COUNTY OF Contra Costa)

The foregoing instrument was acknowledged before me this 02 day of April, 2026.

by Abdul H. Rahmani




Notary Public for the State of ~~Oregon~~ California
My Commission expires: 11/25/29

Filed in the office of:
City Recorder
Ontario City Hall
444 SW 4th Ave
Ontario, OR 97914

CONSENT TO ANNEXATION BY PROPERTY OWNER(S)

1. In accordance with ORS 222.170 it is hereby represented and stated that the undersigned is/are the owner(s) of either the legal and/or equitable title to the real property herein described.
2. The undersigned irrevocably consents to be annexed to the City of Ontario without an election being held within the territory to be annexed, at such future time as all legal requirements for annexation have otherwise been met and at the discretion of the City. This irrevocable consent to annexation is an instrument affecting the title and possession of the real property described herein.
3. All terms and conditions herein imposed shall run with the land and shall be binding upon and inure to the benefit of the successors in interest of owner. Upon any sale or division of the property as herein described the terms of this consent shall apply separately to each parcel and the owner of each parcel shall succeed to the obligations imposed on owner by this consent.
4. The below signatures on the original consent were filed in the office of the City Clerk in accordance with the State Statute. The undersigned parties are all the property owners within the lands referenced below.

Description: See Exhibit "A" and Map Exhibit B.

By: Abdul H. Rahmani
NAME OF COMPANY IF APPLIES

Abdul H. Rahmani
NAME:



NAME:

STATE OF California)
) SS.
COUNTY OF Contra Costa)

The foregoing instrument was acknowledged before me this 02 day of April, 2026
by Abdul H. Rahmani



Brandie Barnhart
Notary Public for the State of Oregon, California
My Commission expires: 11/25/29

Exhibit "A"

LEGAL DESCRIPTION FOR THE CITY OF ONTARIO ANNEXATION

Land in Malheur County, Oregon, as follows:

In Twp. 18 S., R. 47 E., W.M.:

Sec. 11: A parcel of land in the N1/2 NW1/4 SW1/4 NW1/4 described as follows: The East 100 feet of the following parcel of land: Beginning at the Northwest corner of said N1/2 NW1/4 SW1/4 NW1/4; Thence East, coincident with the North boundary thereof, 396 feet; Thence South 330 feet, more or less, to the South boundary of said N1/2 NW1/4 SW1/4 NW1/4; Thence West, coincident with the said South boundary, 396 feet; Thence North, coincident with the West boundary thereof, 330 feet, more or less, to the Point of Beginning. SUBJECT to road right of way along the North.

ALSO, a parcel of land in the S1/2 NW1/4 SW1/4 NW1/4 described as follows: Commencing at the Northwest corner of said S1/2 NW1/4 SW1/4 NW1/4; Thence S. 89 degrees 57' 41" E., coincident with the North boundary thereof, 296.61 feet to the Point of Beginning; Thence S. 89 degrees 57' 41" E., coincident with the North boundary thereof, 100 feet; Thence S. 00 degrees 11' 47" E., 12.10 feet; Thence N. 89 degrees 57' 41" W., 100 feet; Thence N. 00 degrees 11' 47" W., 12.10 feet to the Point of Beginning.

Land in Malheur County, Oregon, as follows: Sec. 11: A parcel of land in the SW1/4 NW1/4 described as follows: Beginning at a point 396 feet East of the Northwest corner of the said SW1/4 NW1/4; Thence South 330 feet; Thence East 132 feet; Thence North 330 feet; Thence West 132 feet to the Point of Beginning. SUBJECT to road right of way along the North.

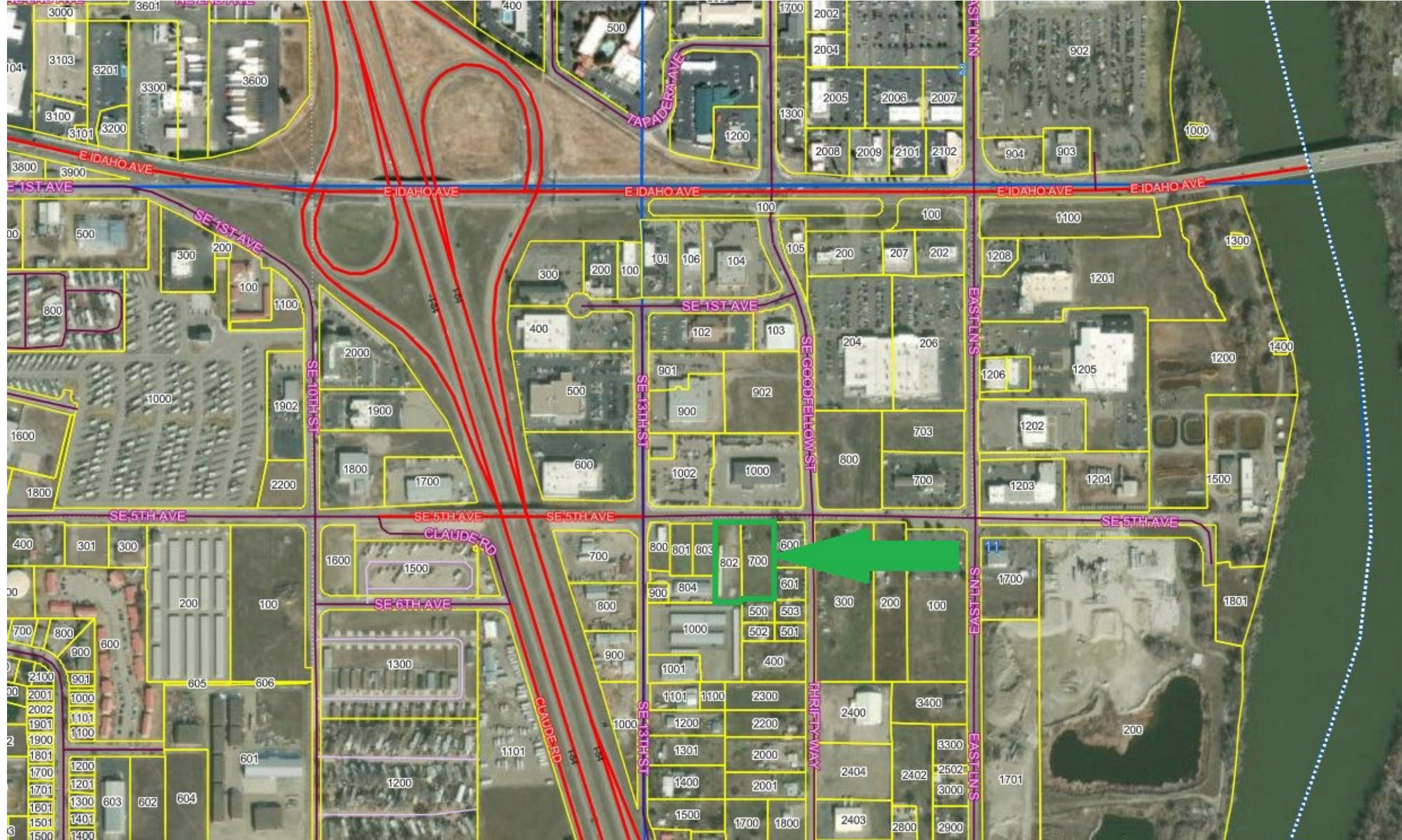
Map/Tax Acct #(s): 18S4711BC 802 and 18S4711BC 700
Source: Statutory Warranty Deed, Recording No. 2017-0308, Malheur County, Oregon

END OF DESCRIPTION

Exhibit “B”
Map of Property

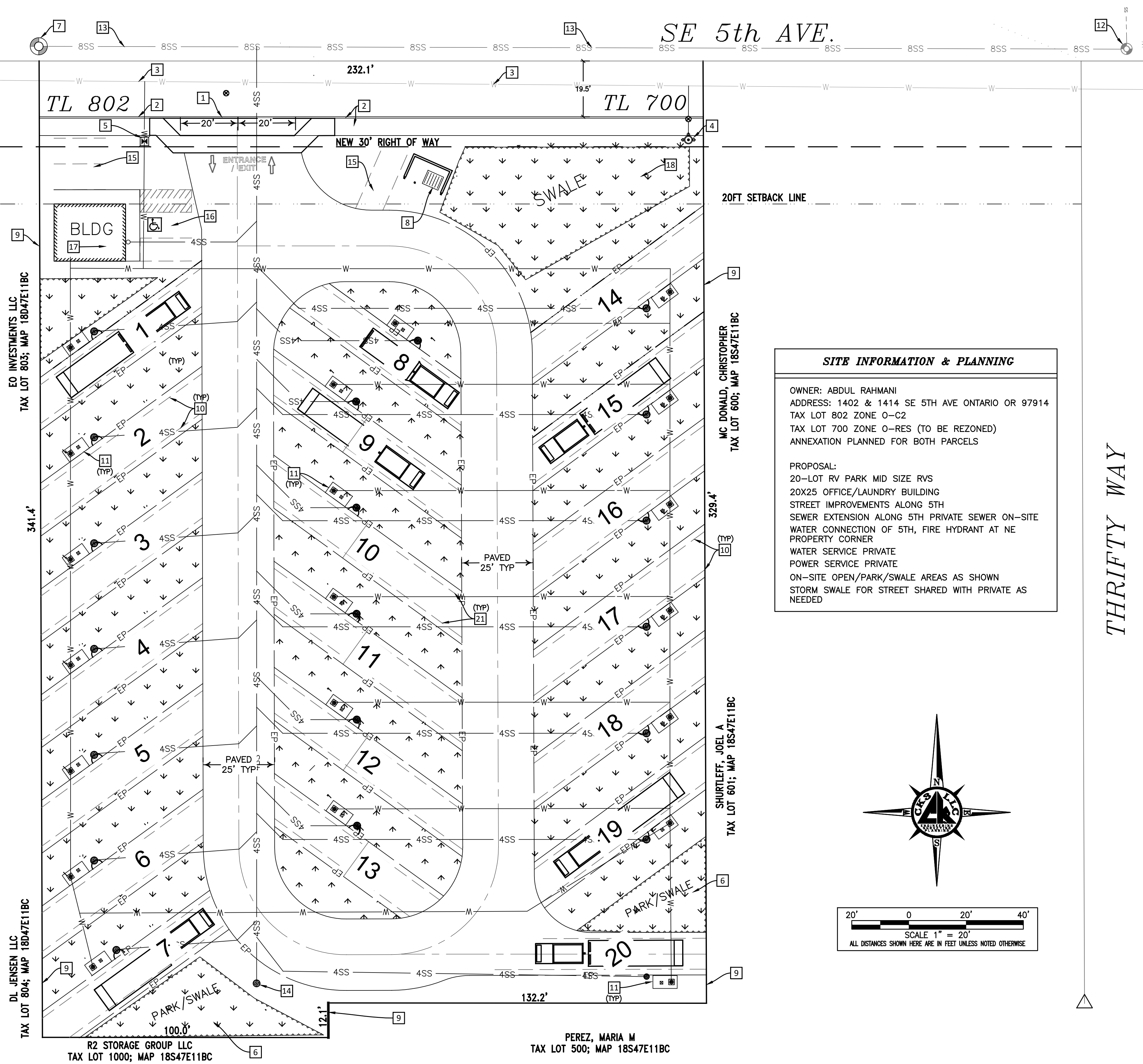
See attached:

1. Title report plat map showing Tax Lots 700 and 802 with dimensions and acreages
2. Satellite image with property boundaries outlined in yellow
3. CK3, LLC preliminary site plan (Drawing EX1.0)



SITE PLANNING MAP

TAX LOT 700 & 802 OF TAX MAP 18S47E11BC
WITHIN THE SW1/4NW1/4 OF SECTION 11,T.18S., R.47E
CITY OF OREGON OREGON (TO BE ANNEXED)



SITE INFORMATION & PLANNING

OWNER: ABDUL RAHMANI
ADDRESS: 1402 & 1414 SE 5TH AVE OREGON OR 97914
TAX LOT 802 ZONE O-C2
TAX LOT 700 ZONE O-RES (TO BE REZONED)
ANNEXATION PLANNED FOR BOTH PARCELS

PROPOSAL:
20-LOT RV PARK MID SIZE RVS
20X25 OFFICE/LAUNDRY BUILDING
STREET IMPROVEMENTS ALONG 5TH
SEWER EXTENSION ALONG 5TH PRIVATE SEWER ON-SITE
WATER CONNECTION OF 5TH, FIRE HYDRANT AT NE
PROPERTY CORNER
WATER SERVICE PRIVATE
POWER SERVICE PRIVATE
ON-SITE OPEN/PARK/SWALE AREAS AS SHOWN
STORM SWALE FOR STREET SHARED WITH PRIVATE AS
NEEDED

CONTACTS
PUBLIC WORKS DEPT. ONTARIO PUBLIC WORKS PHONE: (541) 889-8572 CONTACT: Paul Woods
FIRE DEPARTMENT ONTARIO FIRE DEPARTMENT PHONE: (541) 881-3230 CONTACT: Terry Leighton
POWER COMPANY IDAHO POWER COMPANY PHONE: (208) 642-6546 or 388-2323 CONTACT:
GAS COMPANY CASCADE NATURAL GAS CORP. PHONE: (888) 522-1130 CONTACT:
TELEPHONE COMPANY CENTURYLINK PHONE: (800) 871-9244 CONTACT:
CABLE/INTERNET SPARKLIGHT PHONE: (877) 692-2253 CONTACT:



SYMBOLS LEDGEND	
PROPERTY LINE	NEW 8" PUBLIC SS LINE
EASEMENT LINE	NEW 4" SS LATERALS
RIGHT OF WAY	NEW 6" WATER LINE
EX. SANITARY SEWER LINE	NEW TOP SWALE
EX. WATER VALVE	NEW BOTTOM SWALE
EX. FIRE HYDRANT	NEW BOTTOM SWALE
EX. MONITORING WELL	NEW CURB & GUTTER
EX. BOLLARD	NEW EDGE OF AC
EX. SANITARY SEWER MANHOLE	
EX. WATER METER	
EX. LIGHT	
NEW FIRE HYDRANT	
NEW WATER METER	
NEW WATER VALVE	
NEW SANITARY SEWER MANHOLE	
NEW SANITARY SEWER CLEANOUT	
RV CONNECTION	
CONCRETE RV UTILITY CONNECTION PAD	

- KEY NOTES**
- ENTRANCE: PROPOSED CONCRETE APPROACH WITH NEW CURB AND GUTTER, AND SIDEWALK. 40' APPROACH CITY APPROVAL REQUIRED.
 - PROPOSED NEW CURB AND GUTTER, SIDEWALK AND AC ROAD DEVELOPMENT.
 - EXISTING CITY WATERLINES.
 - PROPOSED NEW FIRE HYDRANT
 - PROPOSED NEW WATER SERVICE AND METER.
 - LANDSCAPED COMMON AREA & PARK/SWALE AREA.
 - NEW SANITARY SEWER MANHOLE.
 - PROPOSED NEW TRASH ENCLOSURE.
 - PROPOSED NEW PRIVACY FENCE ON BOUNDARY.
 - RV PARKING STRIPING, TYPICAL
 - RV WATER ELECTRICAL & DUMP STATION (TYP)
 - EXISTING CITY SEWER MANHOLE
 - PROPOSED NEW CITY SEWER MAIN
 - PROPOSED SEWER CLEAN OUT
 - PURPOSED OFFICE PARKING (4)
 - PROPOSED ADA PARKING (1)
 - PROPOSED 20X25' OFFICE REGISTRATION AND LAUNDRY
 - PROPOSED SWALE FOR CITY STREET AND ON-SITE AS NEEDED

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THRU 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE OREGON UTILITY NOTIFICATION CENTER (503-232-1987).

NOTICE TO CONTRACTOR

EXHIBIT SHEET SITEPLAN PRE-DEVELOPMENT RV PARK RAHMANI, SULAIMAN & ABDUL SE 5TH AVENUE 1402 & 1414 OREGON, OR 97914

THIS DRAWING, AND ALL INFORMATION HEREIN, REMAINS THE PROPERTY OF CK3, L.L.C. ALL RIGHTS ARE EXPRESSLY RESERVED AND IT MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF CK3, L.L.C.

CK3, L.L.C.
ENGINEERING-SURVEYING & PLANNING
368 S.W. 5th Avenue
Ontario, OR 97914
Phone: (541) 889-2074
Fax: (541) 889-2074
Web: ck3llc.net

DAVID G. LORENTZEN
REGISTERED PROFESSIONAL ENGINEER
08487PE
PRELIMINARY
August 22, 2023
EXPIRES 12/31/2026

EXHIBIT SHEET SITEPLAN PRE-DEVELOPMENT RV PARK RAHMANI, SULAIMAN & ABDUL SE 5TH AVENUE 1402 & 1414 OREGON, OR 97914

DATE: _____
REVISION DESCRIPTION: _____
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Reviewed By: _____
Drawn By: _____
Approved By: _____
Print Date: 02/20/26
DWG. Scale: 1" = 20'
Book & Page: N/A

EX1.0
SHEET NO. 1 OF 1
DWG NO. SITE-PLAN
JOB NO. C026002

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Argus Observer, a newspaper of general circulation as defined by ORS 193.010 printed and published in the City of Ontario, County of Malheur, State of Oregon, and that this affidavit is Page 1 of 2.

LEGAL #AOB001340

May - Ontario Planning Commission

was printed and published correctly in the regular and entire issue of said The Argus Observer for 1 issues, that the first was made on the Apr. 15, 2026 and last publication thereof was made on the Apr. 15, 2026 that said publication was made on each of the following dates, to wit:

Apr. 15, 2026

Request of

Tatiana Burgess

458 SW 3rd St,

Ontario, OR, 97914

By The Argus Observer

NOTICE ID: p8AB9dfGQ870iVOgEmBR

PUBLISHER ID: AOB001340

NOTICE NAME: May - Ontario Planning Commission

Publication Fee: \$92.82

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



SHERI SMITH
Notary Public - State of Florida

Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 04/21/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

May Planning

**Commission
NOTICE OF PUBLIC
HEARINGS**

Notice is hereby given that the City of Ontario Planning Commission will meet at 6:00 p.m. on Monday, May 11, 2026, in the City Council Chambers at Ontario City Hall, 444 SW 4th Street, Ontario, Oregon to form a recommendation for City Council for review and take action at a subsequent Council meeting, on the following matter:

**PLANNING FILE
#2026-04-06CPAMD:**

Proposal is to annex tax lot 802 on map 18S47E11BC and rezone it from Urban Growth Area Commercial Zone (UGA-C) to City General Commercial Zone (C-2) and also annex tax lot 700 on map 18S47E11BC and rezone it from Urban Growth Area Residential Zone (UGA-C) to City General Commercial Zone (C-2) The property owner has requested annexation and rezoning to develop the property to its fullest potential.

The decision will be formed on procedural requirements for hearings as set forth in Titles 10A and 10B of the City of Ontario Municipal Code, Title 10.

Information submitted by the applicant and the City staff report may be viewed at the City Hall Annex, 458 SW 3rd St, Ontario, copies may be obtained at reasonable cost.

**NOTICE TO
MORTGAGEE,
LIENHOLDER, VENDOR
OR SELLER: ORS
CHAPTER 215
REQUIRES THAT IF YOU
RECEIVE THIS NOTICE,
IT MUST BE PROMPTLY
FORWARDED TO THE
PURCHASER.**

Comments on this matter may be submitted in writing to the Planning and Zoning Administrator at the Ontario Community Development Center at 458 SW 3rd Street by 5:00 P.M. on the

date of the hearing.

Written or oral testimony may be given at the hearing. Failure to raise an issue in person or in writing at the hearing with sufficient specificity to allow the decision maker an opportunity to respond to the issue precludes appeal to the Land Conservation and Development Commission .

Inquiries may be directed to: Tatiana Burgess, Planning Director, City of Ontario Community Development Center, 458 SW 3rd Street, Ontario, OR, 97914, or by phone at (541) 881-3222.

**Legal Number
AOB001340
April 15, 2026**

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Argus Observer, a newspaper of general circulation as defined by ORS 193.010 printed and published in the City of Ontario, County of Malheur, State of Oregon, and that this affidavit is Page 1 of 2.

LEGAL #AOB001398

City Council Notice for May PC Action

was printed and published correctly in the regular and entire issue of said The Argus Observer for 1 issues, that the first was made on the May. 20, 2026 and last publication thereof was made on the May. 20, 2026 that said publication was made on each of the following dates, to wit:

May. 20, 2026

Request of

Tatiana Burgess

458 SW 3rd St,

Ontario, OR, 97914

By The Argus Observer

NOTICE ID: CvRRWGzyBJermNIQnFa9

PUBLISHER ID: AOB001398

NOTICE NAME: City Council Notice for May PC Action

Publication Fee: \$84.50

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



SHERI SMITH
Notary Public - State of Florida

Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 05/20/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Notice of Public Hearing

Notice is hereby given that the City Council will review a recommendation made by the Planning Commission and take action at a Council meeting beginning 6:00 p.m. on June 9, 2026, on the following matter:

PLANNING FILE

#2026-04-06CPAMD:

Proposal is to annex tax lot 802 on map 18S47E11BC and rezone it from Urban Growth Area Commercial Zone (UGA-C) to City General Commercial Zone (C-2) and also annex tax lot 700 on map 18S47E11BC and rezone it from Urban Growth Area Residential Zone (UGA-R) to City General Commercial Zone (C-2). The property owner has requested annexation and rezoning to develop the property to its fullest potential.

The decision will be formed on procedural requirements for hearings as set forth in Titles 10A and 10B of the City of Ontario Municipal Code, Title 10.

Information submitted by the applicant and the City staff report may be viewed at the City Hall Annex, 458 SW 3rd St, Ontario, copies may be obtained at reasonable cost.

NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

Comments on any or all of these matters may be submitted in writing to the Planning and Zoning Administrator at the Ontario Community Development Center at 458 SW 3rd Street by 5:00 P.M. on the date of the hearing. **Written or oral testimony may be given at the hearing. Failure to raise an issue in person or in writing at the hearing with sufficient specificity to allow the decision**

make an opportunity to respond to the issue precludes appeal to the Land Conservation and Development Commission.

Inquiries may be directed to: Tatiana Burgess, Planning Director, City of Ontario Community Development Center, 458 SW 3rd Street, Ontario, OR, 97914, or by phone at (541) 881-3222.

**Legal Number
AOB001398
May 20, 2026**

From: [EDEN John W](#)
To: [Tatiana Burgess](#)
Subject: RE: Notice of Annexation
Date: Friday, May 1, 2026 11:15:42 AM

Hi Tatiana,
ODOT has no comments or concerns for this RV park.
Thanks,

John Eden
ODOT District 14 Maintenance Office
1390 SE 1st Ave. Ontario, OR 97914
Office / Cell: 541-216-1246
Fax: 541-889-6600

From: Tatiana Burgess <tatiana.burgess@ontariooregon.org>
Sent: Tuesday, April 28, 2026 8:29 AM
To: EDEN John W <John.W.EDEN@odot.oregon.gov>
Subject: Notice of Annexation

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

Good morning John!
We have received an application for the annexation of tax lots 700 and 800 on map 18S47E11BC (1402 and 1414 SE 5th Ave, Ontario). The proposal is to develop these parcels as a 20-space RV park.
These properties face SE 5th Ave, and are currently in the County's jurisdiction, along the Rural Rd. District maintenance corridor. Do you think ODOT would like to submit any comment regarding this proposal?
Thank you for your time and consideration!



Tatiana Burgess, MBA
Community Development
Planning Director
City of Ontario
(541) 881-3222

From: [Mathew Hogan from Fair Housing Council of Oregon](#)
To: [Tatiana Burgess](#)
Subject: RE: PAPA file 2026-04-06CPAMD
Date: Monday, June 1, 2026 3:39:08 PM

Good day Tatiana,
We are satisfied with the findings for this amendment. Thank you for your correspondence. Have a great rest of your spring.

Mathew Hogan
Fair Housing Council of Oregon
Phone: (406) 439 0950

For the latest on the PAPA Project and our feedback & technical advice methodology, please read the PAPAs section at our partner website, [here](#).

On Mon, Jun 1, 2026 at 1:45 PM, Tatiana Burgess <tatiana.burgess@ontariooregon.org> wrote:

Good afternoon Mr. Hogan!

We have this action item scheduled for the final public hearing in front of our City Council, on June 9, 2026.

After I emailed you the requested staff report revisions, I have not heard back from you. I wanted to follow up and see if there are any comments, that the Fair Housing Council would like to be submitted to City Council, when considering this action item?
Please let me know.

Thank you so much!



Tatiana Burgess, MBA
*Community Development
Planning Director
City of Ontario
(541) 881-3222*

From: Tatiana Burgess
Sent: Thursday, May 7, 2026 12:17 PM
To: Mathew H <mathew.jamesfhco@gmail.com>
Subject: RE: PAPA file 2026-04-06CPAMD

Good afternoon Mr. Hogan!

Thank you for your patience while I compiled a worthy response to your request.

Please see attached a revision to my staff report, including exhibits A-E, referenced in the staff report.

Please let me know if there is anything else that I may be able to provide, and thank you so much for reaching out!



Tatiana Burgess, MBA
Community Development
Planning Director
City of Ontario
(541) 881-3222

On Mon, May 4, 2026 at 8:42 AM, Mathew Hogan from Fair Housing Council of Oregon <mathew.jamesfhco@gmail.com> wrote:

Good morning Tatiana,
Thank you for sending the Staff Report my way. It's a great amendment. I think we would like to see the section addressing Goal 10 and to be a bit specific. Please let me know if I have missed more findings in the documents you had sent over.

It currently has some findings on pages 3-4 of the staff report. This may well be a good idea and helpful to the city's housing objectives, but can we explain the numbers in terms of the city HNA and BLI?
How, specifically, will 2026-04-06CPAMD meet the city's housing goals?
This [Findings Guidance Document](#) may be helpful to you. Let me know if I can help in some way, we would love to submit a positive letter in support of this amendment for the hearing on 5/11/26.

Mathew Hogan
Fair Housing Council of Oregon
Phone: (406) 439 0950

For the latest on the PAPA Project and our feedback & technical advice methodology, please read the PAPAs section at our partner website, [here](#).

On Fri, May 1, 2026 at 12:45 PM, Tatiana Burgess <tatiana.burgess@ontariooregon.org> wrote:

Good afternoon Mr. Hogan!

Thank you for reaching out! Please see attached the requested documentation.

After the staff report was written, just today, I also received an email from ODOT, regarding this proposal, and I will also attach that email, for your reference.

Please let me know if there is anything else I may be able to provide.

Thank you!



Tatiana Burgess, MBA
Community Development
Planning Director
City of Ontario
(541) 881-3222

From: Mathew Hogan from Fair Housing Council of Oregon <mathew.jamesfhco@gmail.com>

Sent: Friday, May 1, 2026 10:59 AM

To: Tatiana Burgess <tatiana.burgess@ontariooregon.org>

Subject: PAPA file 2026-04-06CPAMD

Good morning Tatiana,

My name is Mathew Hogan and I am project lead for the Fair Housing Council of Oregon's (FHCO) PAPA project. I was hoping to obtain the staff report and all corresponding attachments for 2026-04-06CPAMD the "Proposal is to annex tax lot 802 on map 18S47E11BC and rezone it from Urban Growth Area Commercial Zone (UGA-C) to City General Commercial Zone (C-2) and also annex tax lot 700 on map 18S47E11BC and rezone it from Urban Growth Area Residential Zone (UGA-C) to City General Commercial Zone (C-2) The property owner has requested annexation and rezoning to develop the property to its fullest potential. The proposed development is for a 20-spaces RV Park across both tax lots. The rezoning request is to facilitate a potential for broader range of permitted uses, including multi-family residential developments." when available. We will be reviewing the staff report predominantly for Statewide Planning Goal 10 compliance.

If we do have any commentary or concerns my colleagues and I will be in touch to advise. We hope this can be a collaborative process. Please confirm receipt of this e-mail, and I look forward to hearing from you soon.

Very Respectfully,

Mathew Hogan

Fair Housing Council of Oregon

Phone: (503) 928-8597

E-mail: Mathew.JamesFHCO@gmail.com

For the latest on the PAPA Project and our feedback & technical advice methodology, please read the PAPAs section at our partner website, [here](#).



COMMUNITY DEVELOPMENT DEPARTMENT

Q2 FISCAL YEAR 2025-26

January – March 2026

Community Development Center



BUILDING DEPARTMENT

- Building Official – **Eddie Alvarez**

PLANNING DEPARTMENT

- Planning Commission – **2 vacancies**
- Planning Director – **Tatiana Burgess**

ADMINISTRATIVE SUPPORT

- Building & Planning Technician –
Jennifer Braden

Total Permits Issued

	Permit Valuation Totals	Permit Fees Assessed	Permits Issued
Structural & Mechanical	\$8,732,055.25	\$82,793.97	51

Total Inspections Completed

Total	January	February	March
129	46	46	37

Building Department Statistics

January – March 2026



State of Oregon Code Updates

OREGON STRUCTURAL SPECIALTY CODE (OSSC) – Mandatory as of April 1, 2026

OREGON MECHANICAL SPECIALTY CODE (OMSC) – Mandatory as of April 1, 2026

Building Department

January – March 2026





January – March 2026

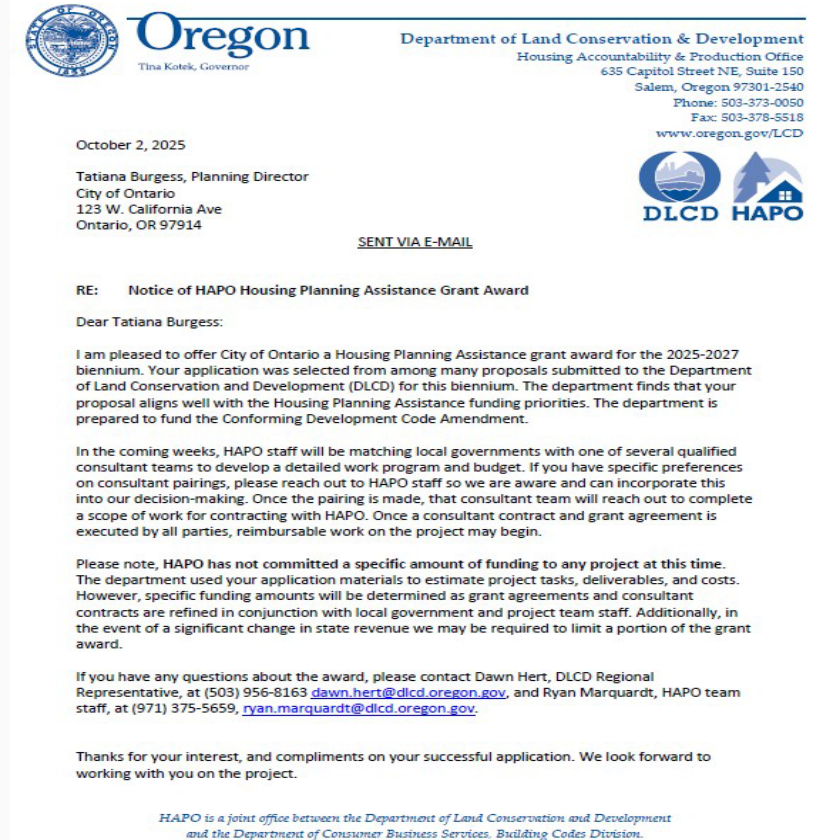
PLANNING DEPARTMENT

- 3 new permits issued
- 1 zoning inspections
- 9 dispensary inspections



DEPARTMENT OF LAND CONSERVATION & DEVELOPMENT (DLCD)

- \$69,500 awarded in grand funding for a development code audit and updates
- DLCD – Ontario contract executed on 03/19/2026
- Winterowd & Brooks LLC retained
- Expected completion date – end of 2026



Planning Development Code Update

January – March 2026



PHASE III FAÇADE GRANT

Facade Grant Program Phase III

SW 4th Ave: from Yturri Beltline to Oregon Street

Idaho Ave: from NW 9th St to West side of I-84 Interchange

Oregon St: from SW 6th Ave to NW 8th Ave

SW 9th St: from SW 4th Ave to W Idaho Ave

SW 2nd St: from SW 5th Ave to W Idaho Ave

SW 1st St: from SW 5th Ave to W Idaho Ave

SE 2nd St: from SE 5th Ave to E Idaho Ave

***No new applicants
this quarter**

FISCAL YTD

Awarded: \$5,000

Total Improvements: \$12,821

Funds Available: \$20,877.50

Economic Development Grants

January – March 2026



DEQ CLIMATE EQUITY AND RESILIENCE THROUGH ACTION (CERTA) GRANT



Oregon Department of Environmental Quality, in partnership with Ontario, is offering funding through the Low-Embodied Carbon Housing Program.

Rebate available: \$45,000 per unit

Funding available: for up to 40 total units

Scope: convert existing non-residential buildings into residential units

Timeline: construction must be completed by March 30, 2029

Economic Development Grants

January – March 2026





January – March 2026

Major Projects Newly Permitted



EDGE PERFORMANCE

1625 N Oregon St

Addition of ~14,000 sf



January – March 2026

Major Projects Under Construction



THE ONTARIO CARWASH

76 SW 4th Ave

2025 fire damage rebuild



January – March 2026

Major Projects Under Construction



THE OUTPOST
491 SE 10th ST





January – March 2026

Major Projects Under Construction



ONTARIO POOL

790 SW 3rd AVE





January – March 2026

Completed Commercial Projects

2327 SW 4th Ave



Valley Family Health

- Pharmacy addition
- 935 sf new space



October – December 2025

Completed Residential Projects

1121 SW 5th Ave



732 Reiter Dr



THANK YOU

Tatiana Burgess

541-881-3222

Tatiana.Burgess@OntarioOregon.org

www.ontariooregon.org/communitydevelopment.html

MALHEUR COUNTY COURT MINUTES

April 22, 2026

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Jim Mendiola present. Commissioner Ron Jacobs was absent. Judge Joyce led the Pledge of Allegiance. Members of the media, public and staff had the opportunity to join the meeting electronically or in person. Present in the meeting room was Administrative Officer Lorinda DuBois. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2026-1439](#)

PROCLAMATION - BUILDING SAFETY MONTH

Building Official Adele Schaffeld met with the Court and presented a proclamation declaring the month of May as Building Safety Month: also present in support of Building Safety Month were David Spencer, Past President of the International Code Council (ICC) Board of Directors; Kylee VanOrman, Wasco County Deputy Building Official and Secretary/Treasurer of Eastern Oregon Building Officials Association; Donald Cochran and Justin Thomas, Wasco County electrical inspectors; and Rachel Dodson and Lisa Osbourn, Wasco County permit technicians.

Ms. Schaffeld noted current efforts to recruit youth into the industry. Malheur Education Service District (ESD) will have its summer intern program again (one intern will be with the Building Department and a second intern will be placed with a local contractor); TVCC's electrical apprenticeship program was changed to a degree program and is now financial aid eligible; and the mechanical and plumbing apprenticeship programs may be in the near future.

Ms. Schaffeld read the proclamation.

Building Safety Month – May 2026

Whereas our County is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas these guardians are dedicated members of the International Code Council (ICC), a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas Building Safety Month is sponsored by ICC to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas "Built to Last" the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, we, the County Court of Malheur County, Oregon, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, we encourage our citizens to join us as we participate in Building Safety Month activities.

Commissioner Mendiola moved to declare May 2026 as Building Safety Month in Malheur County. Judge Joyce seconded and the motion passed.

Vote: JM/DJ in favor. Approved.

PROCLAMATION – SAFE BOATING WEEK

JP Carey, representative of the United States Coast Guard Auxiliary, met with the Court and presented a proclamation for Safe Boating Week. Mr. Carey read the proclamation.

SAFE BOATING WEEK

WHEREAS, Malheur County is home to rivers, reservoirs, and waterways that provide residents and visitors with opportunities for recreation, relaxation, and enjoyment; and

WHEREAS, safe boating practices are essential to protecting lives, preventing accidents, and ensuring that these waterways remain a source of enjoyment for all; and

WHEREAS, the observance of National Safe Boating Week, held annually in the United States during the week preceding Memorial Day, will take place May 16–22, 2026, and serves to promote boating safety education, responsible operation, and the consistent use of life jackets; and

WHEREAS, the U.S. Coast Guard and its partners encourage all boaters to wear properly fitted life jackets, avoid alcohol while operating watercraft, remain attentive to weather and water conditions, and complete boating safety education courses; and

WHEREAS, increasing awareness of safe boating practices will help reduce preventable accidents and save lives throughout our community;

NOW, THEREFORE, the Malheur County Court hereby proclaims May 16–22, 2026 as: SAFE BOATING WEEK

in Malheur County, Oregon, and encourages all residents and visitors to prioritize boating safety, wear life jackets, and practice responsible recreation on our waterways.

Commissioner Mendiola moved to declare the week of May 16-22, 2026 as Safe Boating Week. Judge Joyce seconded and the motion passed.

Vote: JM/DJ in favor. Approved.

REQUEST FOR PROPOSALS - SECTION 5310; 5311 FORMULA APPLICATION

One application for funding in response to the County's Request for Proposals for eligible transportation providers to apply for Federal assistance under 49 U.S.C. Section 5310, Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program was received. MCOA&CS (Malheur Council on Aging and Community Services) Transportation Manager Brittany White explained that the STIF (State Transportation Improvement Fund) Advisory Committee reviewed, evaluated, and scored the application; and recommended award to the applicant, Malheur Council on Aging & Community Services. The initial application is due to ODOT by May 14, 2026 and the final application is due to ODOT July 16, 2026. Funding is for the 2027/2029 biennium.

Ms. White also requested the County submit the Section 5311 grant application for the 2027/2029 biennium.

Commissioner Mendiola moved to award the Section 5310 to MCOA&CS and authorized submittal of the 5310 grant application (after the protest period has expired); and moved to authorize submittal of the Section 5311 grant application. Judge Joyce seconded and the motion passed.

Vote: JM/DJ in favor. Approved.

CROSSING PERMITS

Judge Joyce moved to approve Crossing Permit #20-26 to Idaho Power for work on Recla Drive #1113; Permit #21-26 to Mountain Limited/CenturyLink for work on Chester Road #901; and Permit #22-26 to CenturyLink/Crown Utilities for emergency work on Alberta Avenue #768. Commissioner Mendiola seconded and the motion passed. Original permits will be kept on file at the Road Department.

Vote: DJ/JM in favor. Approved.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of April 15, 2026 as written. Judge Joyce seconded and the motion passed.

Vote: JM/DJ in favor. Approved.

AGREEMENT – CATALYST

Commissioner Mendiola moved to approve Professional Services Agreement with Catalyst Public Policy Advisors, LLC. Judge Joyce seconded and the motion passed. Catalyst will assist the County with the application process for submission of two census tracts to the Opportunity Zone 2.0 Program managed by Business Oregon. (Commissioner Jacobs previously reviewed the agreement and indicated his support of the agreement to staff.) See instrument # 2026-[2026-1441](#)

Vote: JM/DJ in favor. Approved.

FAIR ADVISORY BOARD

Commissioner Mendiola moved to appoint Kyle Nebeker to the Fair Advisory Board. Judge Joyce seconded and the motion passed.

Vote: JM/DJ in favor. Approved.

GRANT APPLICATION RESOLUTION - ASSESSOR'S OFFICE

Commissioner Mendiola moved to approve Grant Application Resolution for the Department of Revenue's County Assessment Function Funding Assessment (CAFFA) Program. Judge Joyce seconded and the motion passed. By approving the resolution, the County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application amount of \$1,518,641. See instrument #[2026-1440](#)

BOILER – JAIL

Ms. DuBois noted that the main boiler in the Jail went out. Replacement estimates are being sought. Both boilers were last replaced in April 2018. The main boiler has over 600,000 hours on it.

PUBLIC COMMENTS

Judge Joyce asked for comments from the public. No public comments were received.

COURT ADJOURNMENT

Commissioner Mendiola moved to adjourn the meeting. Judge Joyce seconded and the motion passed.

Vote: JM/DJ in favor. Approved.

MALHEUR COUNTY SPECIAL MEETING MINUTES

Pursuant to Initiative Measure 23-64

Meet to Promote Relocating Oregon-Idaho Ordinance

May 11, 2026

The Special Meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. The Special Meeting was held pursuant to Initiative Measure 23-64 and Malheur County Meet to Promote Relocating Oregon-Idaho Border Ordinance to discuss how to promote the interests of Malheur County in any negotiations regarding the relocation of the Oregon-Idaho border. Members of the media and public had the opportunity to join the meeting electronically or in person. Present in the meeting room were public members Pat Barfield, Brent Grasty, Steve Christiansen, and Jim Boyle. Notice of the meeting was emailed to the Argus Observer and those who have requested notice, and posted on the Courthouse bulletin board and County website. The meeting was audio recorded. The agenda is recorded as instrument # [2026-1712](#)

Judge Joyce opened the meeting and asked for comments from the public.

Pat Barfield: My name is Pat Barfield, I live at 3664 Butte Drive, Ontario, Oregon and my goal in making a statement here is I'd like to keep my address Ontario, Oregon. And I think folks that don't agree or don't feel like they have sufficient representation for the place where they live, then they need to seek out that different place to live on their own rather than changing the border of Oregon. And I'll just leave it at that.

Brent Grasty: I'm Brent Grasty and live in Vale. I took a minute and read the minutes from the last meeting and it was a long meeting, the proponents were on the call which part of me says, because their attendance rates maybe 60% in all these meetings, what is it five years now, so 15 meetings, and at least twice they were not familiar that Malheur County's in a different time zone, which says to me, they're not paying attention. And the dominant subjects that from what I've attended and read is really three things: the hourly rates, primarily for farm workers; the inheritance tax and the high rate, admittedly the high rate there; and then representation, and then that's probably the strongest one. And what has been consistent is, over the years, we've listed out, we've asked questions about and tried to identify the lists of things that would have to be addressed to execute a transfer of part of the state to another state. And as far as I can tell, the Greater Idaho group has not answered any of those questions. And last time, McCarter said he's waiting on some momentum from the courts, I mean the county courts or the legislators, you know, state on both sides, and said there's some support from a couple of people in Idaho that supported the concept and the discussion. It doesn't feel to me like they're addressing the questions or pursuing that advocacy. And I know they got some dead ends, they ran into some dead ends, they tried to talk with Owens and others about getting some discussion. I think part of their problem is not all the measures in each of the counties are the same. In Malheur County it was meet to discuss how to promote the county should that happen. And that's what you all and we all have been doing for five years. But I don't see any momentum and I will say, I was pretty active two years ago with the petition that we gathered signatures for, it failed miserably. And I think it's possible that we did a rotten job of clarifying that yes meant the Court could discontinue the requirement for three meetings a year. And I think it got misunderstood. But, with that as a background, I'm just curious if the Court can take a position on this? So it's passed twice now, so that's fair, that's how the system works, but I'd like to know if the Court can have a public opinion about the lack of progress or if your position must be, maybe because it was passed by the voters of the county, must be neutral. So is that possible? Can the Court take a position and say, let's say another petition drive came about and there was another effort. We tried to do a better job of clarifying what's going on. The second part of that question is, I feel like you guys' role is, and you've been doing it, is advocating for the county. What's the best interest of the county for economic development across the board, recreation, farming, agriculture in general, industrial. And so maybe there's, if the Court can take a position that makes a difference to me because then there's an official body that has an opinion. And then, with that, those three things I listed are things that are important to the business owners and residents of the county. And that clearly is something that needs to be addressed. We can't do anything about Multnomah County and the Valley in general is going to take the dominant win. But that's true with every state, every state that leans one way or the other. So is that possible? Can the Court take a position, an official position on that? And I'm really just kind of preloading the magazine here on if there was another petition drive, we're five years out, two years, six more meetings since the November '24 election. And so there's my ramble.

Judge Joyce: I think that the way I understood it when we started according to the initiative petition that we were to remain neutral and our job was just to sit here and hold the meeting, period. We made some suggestions over time and in particular, a couple that I made, well it was gonna be unconstitutional if we did that. And I said, so what are we doing now? You're doing the same thing. And that kind of goes back to your statement about the Multnomah County versus Malheur County. I've always felt that if you're going to pass a bill out of Salem, it should pass in the county. And that part of it did, the initiative did, but by a slight margin.

Commissioner Jacobs: Well, personally, I feel like we do have to stay neutral, you know, partly because the vote last time was to continue to hold these meetings. And that's really our responsibility right now is to hold these meetings. If there was another bill put forward or initiative put forward, I think we would still have to stay neutral. These are bipartisan positions here in the county.

Mr. Grasty: Do you agree with that Jim?

Commissioner Mendiola: As a board, yes. Personally, I have a little problem with what they're trying to do, but as a board, we have to stay.

Mr. Barfield: Brent, can I ask you, is the only way forward to have a referendum to stop having the meetings, that's the only way to stop them?

Multiple talking

Mr. Barfield: ...the progression of what they're doing. What they're doing is their business I think.

Commissioner Mendiola: Yeah, what Brent said about the ballot and the way it was written, I think it confused a lot of people. If we could get that, and it happens to every ballot, every measure you know, you put it in a certain way, and they do it for a reason, you know, if they confuse you, the voter that's not educated and knows what's going on, or doesn't read the pamphlet or something, how it's supposed to go, a lot of people think, well I voted for that or I didn't vote for that and it was completely opposite of what they actually got done.

Mr. Grasty: Yeah, we checked right at the beginning because, the first thing I wanted to know is how long do you have to do this. And the County Clerk checked and said, yeah, this is a forever. And it really comes down to if it were to happen again it's really got to be more clearly outlined and, you know, it's supposed to be anyway, a neutral ballot wording and the description, you know, I think the Greater Oregon group put a draft together and it got modified to try to be neutral. I don't have a problem with how that process worked. I think we just didn't get the word out right.

Commissioner Jacobs: If we were to have another vote on it and I want people to know that it doesn't mean that we can't discuss it in a court meeting. Someone can put it on the agenda and bring it up and we can have these discussions periodically, or if someone wants to put it on the agenda we can. But the way it is now, we have to hold these meetings.

Mr. Grasty: It was interesting, Bob Wheatly got in touch with me and he's been, he was a chief signature gather in the first go around. And he said a number of times, and then McCarter said it, McCarter said at the last meeting, they don't have a problem with these meetings being curtailed. But they kind of backed themselves and you guys into a corner. As far as I can tell, no progress has been made on this discussion since the get-go. The group, the Greater Idaho group, hasn't answered any of those questions for 13 counties. And then you've got Harney County that did vote and passed discontinuing the meetings. We've got a big old hole between us and Lake. Well, I've rambled a lot but, just curious if you guys can take a position, and I understand the rationale.

Mr. Barfield: Well, doesn't not showing up speak loudly?

Commissioner Mendiola: Yes it does, to me it does.

Mr. Grasty: So do you guys feel, does the Court feel in some way you're addressing those what I think really are the three most common concerns? I think it's the inheritance tax and representation. To me that's pretty much what you all do to get our voices heard at the next step up. I know if Bob was sitting here, he had an idea, he texted me and said I got an idea and generally he discusses that when he comes, that he doesn't care whether we keep having the official meetings, he just wants to have that voice and know that we're doing something. Do you guys feel like you're addressing those in your own way?

Commissioner Jacobs: Well we're in contact with the legislators and we definitely have some thoughts about those specific issues that you brought up and so we would hope that they would get discussed more prominently and in Salem. But that's part of the problem with the population that we have here in Eastern Oregon we don't have near the representation as the West side.

Mr. Grasty: I know my brother Steve was president of the AOC, Association of Oregon Counties, I mean, that's a lobbying group in part, right, that I'm sure many of the rural counties share the same concerns. Are you able to use that as a vehicle to...

Commissioner Jacobs: Sure, we have the Eastern Oregon Counties and the Association of Oregon Counties across the state so yes, we're involved with those organizations.

Mr. Grasty: I guess it is just a burr in my saddle that your time is invested in this. I don't know if you do prep before you come or follow up beyond just recording the meeting, but it feels like there's at least 15 hours that could have been spent doing something else and to and from and that it adds up.

Judge Joyce: Two of our, well at least one of our former state senators and another one that he worked with from North Central Oregon, what they would like, one of them represents ten counties, and he said it would be nice to have a state senator in every single county. That would probably eliminate the issues that caused the petition to begin with.

Mr. Grasty: Heavy lift Dan.

Judge Joyce: Well, everything's a heavy lift. What difference is it going to make, you know?

Commissioner Mendiola: It'd be more equally legislated then, instead of by a population, you'd have two per county instead of one for every 100,000 people or whatever it is.

Mr. Grasty: You could apply that nationwide and they'd just flip houses, that's the outcome. Where's the one person one vote come in in that? These are old arguments. We've got the system we've got.

Commissioner Mendiola: It's just not Oregon that's having a problem with that. You've got Eastern Oregon and Western Oregon, but you've got Northern Nevada and South Nevada. Washington, same way, East and West, people on the East side don't get the representation they think they need. It's just not Oregon and Idaho. And Idaho is, you know, Southeast Idaho and pretty much every direction after that.

Mr. Barfield: I'm not sure that adding more politicians is going to solve any kind of problem. Actually, I think that'd be like turning them into an army, which is basically, that's a few directors and everybody else follows the rules, but I don't know. Mostly the political establishments that we have spend more time just arguing about things than they do getting much accomplished.

Judge Joyce: I think they were looking at the vote. I think they were looking at the vote when they said that. One guy having one vote for ten counties versus ten voters in Salem representing them.

Mr. Grasty: See you in September.

Mr. Barfield: What's the date in September?

Commissioner Jacobs: The 14th of September is the second Monday.

Mr. Barfield: So it's the second Monday in May, September and

Judge Joyce: January

Judge Joyce: Jim?

Jim Boyle: I'm an observer. I kind of wondered about it. Pat called me this morning and said, hey, they're having a meeting and I thought, I wonder where this is going. I always kind of thought maybe it was like what the southerners call the Civil War, the lost cause you know.

Judge Joyce: Steve, you have any comments?

Steve Christiansen: Steve Christiansen from Ontario. And I will agree with most of what I've heard this morning, it doesn't seem like anybody is really interested in resolution, just stirring the pot. Resolution is not through total boundary change; resolution is through addressing each issue and finding common ground. Nobody's going to get everything they want. No group is going to get everything they want. So find common ground and find resolution that everybody can at least survive under.

There were no further comments. Appreciation was expressed for attending the meeting. Commissioner Mendiola moved to adjourn the meeting. Commissioner Jacobs seconded and the motion passed unanimously.

Vote:

JM/RJ/DJ in favor. Approved.

MALHEUR COUNTY COURT MINUTES

May 13, 2026

The regularly scheduled meeting of the County Court was called to order by Judge Dan Joyce at 9:00 a.m. with Commissioner Ron Jacobs and Commissioner Jim Mendiola present. Judge Joyce led the Pledge of Allegiance. Members of the media, public and staff had the opportunity to join the meeting electronically or in person. Present in the meeting room was Administrative Officer Lorinda DuBois and Economic and Community Development Coordinator Taylor Rembowski. Notice of the meeting was posted on the County website, Courthouse bulletin board, and emailed to the Argus Observer and those persons who have requested notice. The agenda is recorded as instrument # [2026-1726](#)

PROCLAMATION – TREATMENT COURT MONTH

Circuit Court Judge Erin Lands, SAFE (Stop Addiction Forever) Court Program Lydia Machuca and Trial Court Administrator Marilee Aldred met with the Court and presented a proclamation declaring the month of May as Treatment Court Month.

Judge Landis shared a brief update on the SAFE Court program. Two core team members are transitioning out of the program. Currently there are 10 participants in the program (11 graduated last year). District Attorney Dave Goldthorpe received grant funding that has allowed for participation in national training opportunities. Most SAFE Court participants are facing prison if they are not successful in the program; the cost to send an individual to prison is high and if that can be avoided by successful participation in the program it's a great thing. Judge Landis shared two stories of individuals who have or are participating in the program. Judge Landis read the proclamation.

Malheur County

PROCLAMATION

"National Treatment Court Month"

May 2026

WHEREAS treatment courts are the most successful justice system intervention in our nation's history for reducing crime by addressing substance use and mental health disorders; and

WHEREAS treatment courts save an average of more than \$6,000 for every individual they serve; and

WHEREAS treatment courts provide a range of economic benefits to a community, such as reduced costs in court and prison expenditures, increased tax revenues, lowered foster care expenses, and decreased costs related to victimization; and

WHEREAS treatment courts combine accountability with evidence-based treatment; and

WHEREAS treatment courts annually refer more than 150,000 people to lifesaving treatment and recovery support services; and

WHEREAS treatment courts significantly improve substance use and mental health disorder treatment outcomes and prevent fatal overdoses; and

WHEREAS treatment courts facilitate community-wide partnerships, bringing together public safety and public health; and

WHEREAS there are now more than 4,000 treatment courts nationwide; and

WHEREAS treatment courts demonstrate that when one person rises, we all rise.

THEREFORE, BE IT RESOLVED that Malheur County declares that Treatment Court Month be established during the month of May.

Commissioner Jacobs moved to declare May as Treatment Court Month. Commissioner Mendiola seconded and the motion passed unanimously.

Vote: RJ/JM/DJ in favor. Approved.

CROSSING PERMITS

Commissioner Jacobs mentioned that during budget meetings budget committee member Lance King recommended crossing permits be reviewed by the County Surveyor. Commissioner Jacobs suggested that as the Court reviews the permits those that may involve corners be forwarded to the County Surveyor for review.

COURT MINUTES

Commissioner Mendiola moved to approve Court Minutes of May 6, 2025 as written. Commissioner Jacobs seconded and the motion passed unanimously.

Vote: JM/RJ/DJ in favor. Approved.

BUDGET MEETING MINUTES

Commissioner Jacobs moved to approve Budget Committee Meeting Minutes of April 28 and April 29, 2026 as written. Commissioner Mendiola seconded and the motion passed unanimously.

Vote: RJ/JM/DJ in favor. Approved.

SUPPLEMENTAL BUDGET

Commissioner Jacobs moved to approve Resolution No. R26-18: In the Matter of Fiscal Year 2025/2026 Supplemental Budget by Resolution Under Local Budget Law ORS 294.471. Commissioner Mendiola seconded and the motion passed unanimously. The purpose of the supplemental budget is to allocate settlement funds in the amount of \$150,000 from the Progent breach of contract claim that were not anticipated when the budget was adopted; these funds are to be used to reimburse the County General Fund for the expenses of the claim and the May 2024 cyber event. See instrument # [2026-1727](#)

Vote: RJ/JM/DJ in favor. Approved.

QUITCLAIM DEEDS

Commissioner Jacobs moved to approve the following Quitclaim Deed for properties sold at the recent County Land Sale:

Quitclaim Deed to Travis Schneider for Ref. #11992, Instrument # [2026-1728](#);

Quitclaim Deed to David and Kristy Dickerson for Ref. #12142, Instrument # [2026-1729](#) ;

Quitclaim Deed to the Michael Kincade Revocable Trust 2014 for Ref. #12225, Instrument # [2026-1730](#) ;

Quitclaim Deed to the Michael Kincade Revocable Trust 2014 for Ref. #12138, Instrument # [2026-1731](#) ;

Quitclaim Deed to the Michael Kincade Revocable Trust 2014 for Ref. #12104, Instrument # [2026-1732](#) ; and

Quitclaim Deed to JSJ Land LLC for Ref. #11841, Instrument # [2026-1733](#).

Commissioner Mendiola seconded and the motion passed unanimously.

Vote: RJ/JM/DJ in favor. Approved.

OPPORTUNITY ZONES

Commissioner Jacobs moved to submit letters of support through the Business Oregon portal for Nyssa and Ontario tract nominations as Opportunity Zones. Commissioner Mendiola seconded and the motion passed unanimously. Catalyst Public Policy Advisors LLC is assisting the County with the study and application process for submission of the two census tracts. Letters of support for the designations are being solicited throughout the community.

Vote: RJ/JM/DJ in favor. Approved.

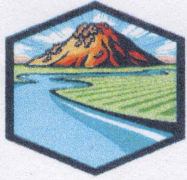
PUBLIC COMMENTS

Judge Joyce asked for comments from the public. No public comments were received.

COURT ADJOURNMENT

Commissioner Jacobs moved to adjourn the meeting. Commissioner Mendiola seconded and the motion passed unanimously.

Vote: RJ/JM/DJ in favor. Approved.



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Ontario Municipal Airport

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"The Gateway to Adventure"

Airport Committee Meeting Minutes

May 4, 2026

The committee meeting was called to order by Chairman Shawn Coleman at 6:00 pm.

- 1) Roll Call:** Bill Hager-present, John Freeburg-present, Pete Morgan-present, Charlotte Hatch-present, Michael Franks-present, Rick Todd-present (via Zoom), Chairman Shawn Coleman-present, Alternate Jim Beaumont-excused.

Ex Officio members: Ken Hart (City Council)-excused, Dan Cummings (City Manager)-present.

Airport Manager: Andy Wood-present

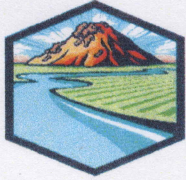
FBO: Silverhawk: Present (Catherine Weber – CEO)

- 2) PLEDGE OF ALLEGIANCE:** Led by Chairman.
- 3) MOTION TO ADOPT THE AGENDA:** *Pete Morgan moved to adopt the agenda. John Freeburg second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*
- 4) APPROVAL OF MINUTES:** *Rick Todd moved to approve the minutes from 4/6/2026. Charlotte Hatch second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*

5) OLD BUSINESS

- A) *Silverhawk FBO Services:* Andy Wood introduced Catherine Weber, CEO of Silverhawk. Silverhawk had submitted their Five-Year Plan for the FBO to Andy and the committee to review. The plan laid out the completed projects and those in-progress currently for 2026 and then their expected projects and improvements over the next five years. The focus was updating current facilities based on traffic volume and TVCC program growth. Silverhawk stressed that they are committed to the airport, evident in the money they have already put into their facilities.

Shawn Coleman asked Catherine about the operating hours for the FBO, as there was some confusion between publications and actual operating hours. Catherine confirmed that the hours stated in their contract are 9 A.M. to 5 P.M. Monday through Friday starting in May and ending in September, which may be extended depending on the fire season. Shawn also queried about Silverhawk's participation in future committee meetings since the committee has not been able to voice their grievances directly to Silverhawk. Catherine offered her cell number to the committee to contact



"The Gateway to Adventure"

her directly with issues and suggested that if there are FBO specific matters to discuss on the agenda, she would work to have a Silverhawk representative attend.

Dan Cumming expressed that the City of Ontario would like a recommendation from the airport committee for the City to enter into negotiations with Silverhawk to renew their lease. Discussion continued about operating hours, fuel pump updates, and Shawn Coleman asked specifically for an event clause to be added to the lease. This would encourage the FBO to participate in airport events. Shawn pointed out the FBO was unstaffed and locked during the previous two STOL competitions and he heard several complaints. *Bill Hager moved that the committee is recommending that the City of Ontario enter negotiations with Silverhawk to renew their FBO lease. Pete Morgan second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*

6) NEW BUSINESS

- A) *Fuel Card Lock Matching City Grant:* Andy Wood summarized the final sub-committee meeting between the airport, city, and FBO. The sub-committee is adjourned with the completion of Silverhawk's Five-Year Plan. During their meeting, part of Silverhawk's plan was to upgrade the current outdated fuel terminal to a more modern QT Pod M4000 self-serve fueling terminal. Dan Cummings offered that if Silverhawk would commit \$40,000 towards upgrading the terminal, the city would put together a grant also in the amount of \$40,000. *Pete Morgan moved that the Ontario Airport Committee recommends to the Ontario Budget Committee to approve a fuel card lock matching city grant in the amount of \$40,000.00. Mike Franks second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*

7) HAND-OUTS/DISCUSSION ITEMS

- A) *Airport Budget Status Report:* Andy Wood reported that the budget was not finalized for February 2026 in time. It will be presented at next month's committee meeting.

8) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

Lee Unterwegner from JUB Engineering reported that the helicopter parking pad application has been turned in for a grant. They are hoping for October to begin the project, but it will depend on how quickly FAA funding comes in.

The BLM is reviewing the 65% design package for the BLM base. Lee estimated that bids will start in late Fall of 2026.

- 9) **ADJOURN** *Moved by Bill Hager. Pete Morgan second.* Roll call vote: Bill-yes, John-yes, Pete-yes, Charlotte-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 7/0/0.*



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The meeting was adjourned at 7:25 pm.

Next meeting: Monday, June 1, 2026 at 6 pm at Ontario City Hall.

Shawn Coleman - Chairman

Charlotte Hatch - Secretary

[Faint, illegible handwritten notes]