
CITY OF ASHLAND

AIRPORT COMMISSION **AGENDA**

COMMUNITY DEVELOPMENT & PW BUILDING, 51 WINBURN WAY

July 10, 2018 9:30 AM

CALL TO ORDER: 9:30 AM

1. Request for Additional Items from Commission Members
 - A. Public Forum:

2. APPROVAL OF MINUTES FROM JUNE 5, 2018 MEETING

3. OLD BUSINESS:
 - A. Budget Review
 - B. Action Item List
 - a. Hangar enclosure project
 - b. Landscaping/Irrigation (Driveway)
 - c. Restroom Improvements
 - d. Tree trimming update
 - e. Spring @ hydrant

4. NEW BUSINESS:
 - A. Airport: Good Neighbor Items
 - B. Next month's meeting – Airport Master Plan

5. FBO REPORT(S):
 - A. Attached –
 - B. Maintenance Updates

6. INFORMATIONAL ITEMS:
 - A. Brown Bag Lunch
 - C. Medford Update

7. NEXT MEETING DATE: **August 7, 2018 9:30 AM**

Call Tara at 541 488-5587 if you will be unable to attend!

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at (541) 488-6002 (TTY phone number 1-800-735-2900). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 25.107-25.104 ADA Title I)



Ashland Airport Commission
MINUTES
June 5, 2018

These minutes are pending approval by this Committee

CALL TO ORDER

Wolske called meeting to order at 9:30 AM

Members Present: David Wolske (Chair), Lincoln Zeve, Bernard Spera, Dana Greaves, Susan Moen, Bill Skillman, Andrew Vandenberg and George Schoen

Members Absent: Mike Morris (Council Liaison), and Daniel Palomino

FBO Present: Bob Skinner

Staff: Kaylea Kathol, and Tara Kiewel

Guests: Dawn Lamb by phone, Milton Bloombaum, Burl Brim, Julie Brim

APPROVAL OF MINUTES

May 1, 2018 Minutes

Greaves Motioned Moen Second

Vote all ayes. Minutes approved as presented

Public Forum

Milton Bloombaum – Twenty five years ago he paid to build a hanger and was required to donate it to the City. In exchange for building the hangar he was not charged rent, but paid a ground lease of three or four hundred dollars a year. In October his agreement with the City ends and that hangar rent will be four hundred dollars per month. He feels like this is a large increase for those that built the hangars. He is asking the Commission to continue the present arrangements or drop the monthly hangar rental to two hundred dollars a month.

Zeve explained that this is an agreement with the City. You pay to build a hangar and the City charges ground lease only for twenty five years. After that time the hangar rental fees will be charged at the current market value.

Zeve disclosed that he has the same agreement and will excuse himself from any voting on this issue due to a potential conflict of interest.

Skinner explained that several years ago the Commission decided that any hangar deemed smaller than commercial would be in the reversionary process at the Airport. The owner would build the hangar and given a 25 year prepaid lease. The hangar is owned by the City once built. The hangar builder gets to amortize the cost of the hangars and does have to pay any taxes on the hangars. At the end of the agreement, the rates go to the current hangar rates.

Graves expressed that both parties agreed and benefited from this agreement. Wolske summarized that Milton is asking for a rental rebate because he built a hangar which would require special preference or reworking the hangar rental agreements for all tenants. Spera said this would establish a precedent.

The Commission decided not to make a recommendation on this issue.

Ashland Airport Commission
MINUTES
June 5, 2018

These minutes are pending approval by this Committee

a hangar only relates to month to month rentals and not long term leases. Fleury is verifying with legal. Wolske said this is an FAA requirement.

1. **NEW BUSINESS:**

A. Airport: Good Neighbor Items – Did not see an increase in phone calls due to Airport Day.

2. **FBO REPORT:**

A. Attached

B. Maintenance Updates – Zeve asked for an updated on the tree trimming and requested this be added to the action item list.

3. **INFORMATIONAL ITEMS:**

A. Brown Bag Lunch

C. Medford Update

Open Discussion

Scheon asked for clarification regarding the hangar rental increase discussed and approved at the last meeting. Wolske explained the Commission approved the rate increase and Commissioners who needed to declared potential conflicts of interests. Wolske mentioned there will be an ethic meeting with legal in the future.

Airport Day

The Commission discussed Airport Day and agreed it was a successful event. The Commission thanked Lamb for all of her help. Lamb said the event went well and had a good turnout of approximately 1600 people. The Commission will send out thank you letters to vendors and volunteers. For next year updating and additional signage, layout changes, budget, and additional giveaways were discussed.

The Commission agreed to move the July meeting from July 3, 2018 to July 10, 2018.

NEXT MEETING DATE: July 10, 2018 9:30 AM

ADJOURNMENT: 11:30 AM

Respectfully submitted,

Tara Kiewel

Public Works Administrative Assistant

**CITY OF
ASHLAND**
Ashland Airport Commission
Contact List as of July 2018

Name	Title	Telephone	Mailing Address	Email Address	Term
George Schoen	Commission Member	415-298-4516	610 Ashland St.	George.schoen@sbcglobal.net	2020
William Skillman	Commission Member	541-482-2148	635 Oak Knoll Dr.	Skillman_Ashland@yahoo.com	2019
Daniel Palomino	Commission Member	541-488-1964	2020 Jasmine Ave.	Dpal71@gmail.com	2020
Lincoln Zeve	Commission Vice Chair	541-482-5436	2710 Siskiyou Blvd.	lincolnzeve@gmail.com	2019
Bernard Spera	Commission Member	541-488-7461	260 Skycrest Dr.	SPBRN3@aol.com	2018
David Wolske	Commission Chair	541-482-3233	1390 Frank Hill Rd.	david@davidwolske.com	2018
Susan Moen	Commission Member	541-201-0678	43 Morninglight Dr.	silverwinglodge@charter.net	2019
Dana Greaves	Commission Member	541-488-3379	900 Strawberry Lane	dana@vortex.com	2020
Andrew Vandenberg	Commission Member	509-703-3591	827 West 14 th St.	Andrewvandenberg@live.com	2020
Michael Morris	Council Liaison	541-890-0506	20 E. Main Street	mike@council.ashland.or.us	2021
Bob Skinner	Fixed Base Operator		403 Dead Indian Memorial Rd.	bob@skinneraviation.com	

Staff Support

Scott Fleury	Deputy Director Public Works	541-488-5347	20 E. Main Street	scott.fleury@ashland.or.us
Kaylea Kathol	Project Manager	541-552-2419	20 E. Main Street	kaylea.kathol@ashland.or.us
Tara Kiewel	Administrative Assistant	541-552-2428	20 E. Main Street	tara.kiewel@ashland.or.us

06/26/2018 13:10
kierevelt

City of Ashland
YEAR-TO-DATE BUDGET REPORT

P 1
g1ytdbud

FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ACCOUNTS FOR:
0280 Airport Fund

ORIGINAL APPROP TRANRS/ADJUSTMS REVISED BUDGET YTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET PCT USED

085700 Public Works - Airport

17 Rental Repair Maint

0280.01.08.57.00.602320. Maintenance 0 7,500 2,095.87 .00 5,404.13 27.9%

0280.01.08.57.00.602332. Electricity 0 3,460 2,856.49 .00 603.51 82.6%

2018/11/000867 05/31/2018 GEN 204.68 REF 64.11 VND 000054 VCH PACIFIC POWER May 2018 401 Dead Indian Mem R May18 City Utility Bills 16645

0280.01.08.57.00.602333. Water 0 4,080 889.13 .00 3,190.87 21.8%

2018/11/000867 05/31/2018 GEN 80.83 REF 17,800 Wastewater & Other 0 17,800 12,841.44 .00 4,958.56 72.1%

2018/11/000867 05/31/2018 GEN 1,167.54 REF 8,300 Grounds Care -658 7,643 .00 7,642.50 .0%

0280.01.08.57.00.602353. Infrastructure 0 4,500 4,500 .00 4,500.00 .0%

0280.01.08.57.00.602400. TOTAL Rental Repair Maint 45,640 -658 44,983 18,682.93 .00 26,299.57 41.5%

19 Contractual Services

0280.01.08.57.00.604100. Professional Services -2,064 147,936 182,937.12 158,855.88 -193,857.00 231.0%*

2018/11/000374 05/01/2018 API 13,122.50 VND 000614 VCH CENTURY WEST ENGINEER Apr 2018 Update Airport Master 16064
 2018/11/000374 05/01/2018 POL -13,122.50 VND 000614 PO 20181019 CENTURY WEST ENGINEER Apr 2018 Update Airport Master 16908
 2018/11/000979 05/01/2018 API 16,764.69 VND 000614 VCH CENTURY WEST ENGINEER May 2018 Update Airport Master
 2018/11/000979 05/01/2018 POL -16,764.69 VND 000614 PO 20181019 CENTURY WEST ENGINEER May 2018 Update Airport Master

FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ACCOUNTS FOR:
0280 Airport Fund

ORIGINAL APPROP	TRANSRS/ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----------------	------------------	----------------	--------------	--------------	------------------	----------

TOTAL Contractual Services	150,000	-2,064	147,936	182,937.12	158,855.88	-193,857.00 231.0%
----------------------------	---------	--------	---------	------------	------------	--------------------

20 Internal Charges & F

0280.01.08.57.00.605000.	5,500		Miscellaneous Charges & Fees	5,500	3,249.00	.00 2,251.00 59.1%
--------------------------	-------	--	------------------------------	-------	----------	--------------------

0280.01.08.57.00.605600.	150		Other	150	.00	.00 150.00 .0%
--------------------------	-----	--	-------	-----	-----	----------------

0280.01.08.57.00.605811.	5,150		Internal Chg - Insurance Svc	5,150	4,720.87	.00 429.13 91.7%
--------------------------	-------	--	------------------------------	-------	----------	------------------

2018/11/000886 05/01/2018 GEN	429.17	REF				May18 Insurance Service Fee
-------------------------------	--------	-----	--	--	--	-----------------------------

0280.01.08.57.00.605813.	4,400		Internal Chg - Facility Use	4,400	4,033.37	.00 366.63 91.7%
--------------------------	-------	--	-----------------------------	-------	----------	------------------

2018/11/000885 05/01/2018 GEN	366.67	REF				May18 Facility Use Fee
-------------------------------	--------	-----	--	--	--	------------------------

TOTAL Internal Charges & F	15,200				12,003.24	.00 3,196.76 79.0%
----------------------------	--------	--	--	--	-----------	--------------------

21 Other Purchased Svcs

0280.01.08.57.00.606200.	200		Printing & Binding	200	.00	.00 200.00 .0%
--------------------------	-----	--	--------------------	-----	-----	----------------

0280.01.08.57.00.606500.	150		Dues	150	125.00	.00 25.00 83.3%
--------------------------	-----	--	------	-----	--------	-----------------

TOTAL Other Purchased Svcs	350				125.00	.00 225.00 35.7%
----------------------------	-----	--	--	--	--------	------------------

23 Commission			Airport Commission			
---------------	--	--	--------------------	--	--	--

FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ACCOUNTS FOR: 0280 Airport Fund	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2018/11/000572 05/01/2018 API	10,79 VND 003138 VCH		LAMB, DAWN		Hand Counters - Airport Day At		16328
2018/11/000969 05/31/2018 GEN	213.44 REF				May 2018 Fleury MasterCard		
TOTAL Commission	1,500	0	1,500	779.23	.00	720.77	51.9%
30 Imprvmnts Not Bldgs							
0280.01.08.57.00.704100.	45,000	Capital Outlay	40,684	35,480.47	6,508.32	-1,305.12	103.2%
2018/11/000572 05/01/2018 API	10,000.00 VND 001647 VCH		FRISON TREE SERVICE, Tree Trimming at Airport				16314
2018/11/000572 05/01/2018 POL	-10,000.00 VND 001647 PO 20181214		FRISON TREE SERVICE, Tree Trimming at Airport				
0280.01.08.57.00.704200.	121,000	Capitalized Projects	121,000	.00	.00	121,000.00	.0%
TOTAL Imprvmnts Not Bldgs	166,000	-4,316	161,684	35,480.47	6,508.32	119,694.88	26.0%
32 Debt - Principal							
0280.01.08.57.00.801214.	34,900	Wells Fargo - Airport	34,900	34,899.99	.00	.01	100.0%
TOTAL Debt - Principal	34,900	0	34,900	34,899.99	.00	.01	100.0%
33 Debt - Interest							
0280.01.08.57.00.802214.	3,639	Wells Fargo - Airport	3,639	3,635.97	.00	3.03	99.9%
TOTAL Debt - Interest	3,639	0	3,639	3,635.97	.00	3.03	99.9%
TOTAL Public Works - Airport	417,229	-7,038	410,191	288,543.95	165,364.20	-43,716.98	110.7%

06/26/2018 13:10
Kiewelt

City of Ashland
YEAR-TO-DATE BUDGET REPORT

P 4
g1ytcdbud

FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ACCOUNTS FOR: 0280 Airport Fund	ORIGINAL APPROP	TRANSRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Airport Fund	417,229	-7,038	410,191	288,543.95	165,364.20	-43,716.98	110.7%
TOTAL EXPENSES	417,229	-7,038	410,191	288,543.95	165,364.20	-43,716.98	

06/26/2018 13:10
Kiewel

City of Ashland
YEAR-TO-DATE BUDGET REPORT

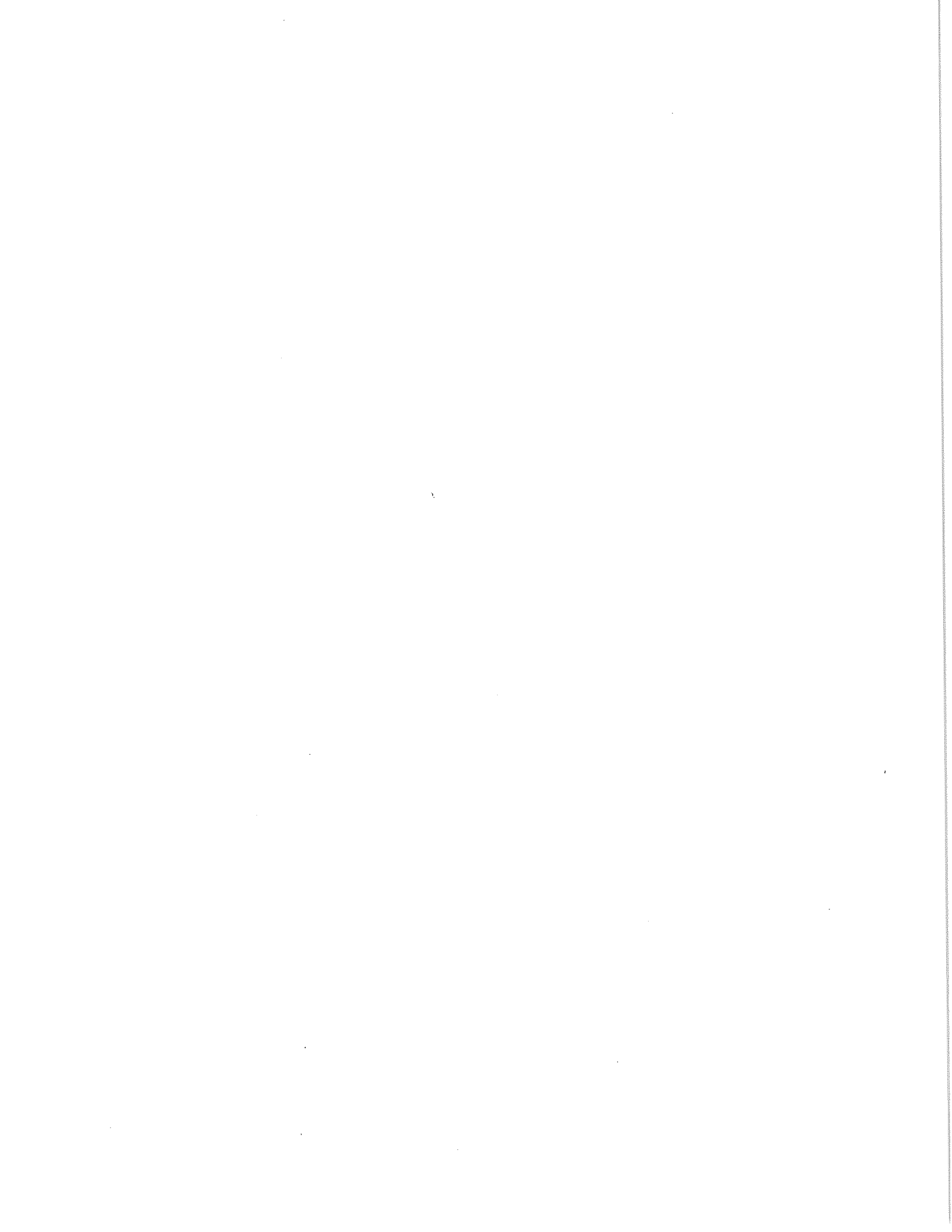
P
glytdbud 5

FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	417,229	-7,038	410,191	288,543.95	165,364.20	-43,716.98 110.7%

** END OF REPORT - Generated by Tara Kiewel **



06/26/2018 13:10
Kiewel

City of Ashland
YEAR-TO-DATE BUDGET REPORT

P 1
gljrcbud

FOR 2018 11
ACCOUNTS FOR:
0280 Airport Fund

JOURNAL DETAIL 2018 11 TO 2018 11

085700 Public Works - Airport

17 Rental Repair Maint

0280.01.08.57.00.6023220.

7,500 Maintenance 0 7,500 2,095.87 .00 5,404.13 27.9%

0280.01.08.57.00.6023332.

3,460 Electricity 0 3,460 2,856.49 .00 603.51 82.6%

2018/11/000867 05/31/2018 GEN
2018/11/000897 05/01/2018 API

204.68 REF 64.11 VND 000054 VCH PACIFIC POWER May 2018 401 Dead Indian Mem R 16645

0280.01.08.57.00.6023333.

4,080 Water 0 4,080 889.13 .00 3,190.87 21.8%

2018/11/000867 05/31/2018 GEN

80.83 REF Wastewater & Other 17,800 12,841.44 .00 4,958.56 72.1%

0280.01.08.57.00.6023334.

17,800 Grounds Care -658 7,643 .00 7,642.50 .0%

2018/11/000867 05/31/2018 GEN

1,167.54 REF Infrastructure 4,500 .00 4,500.00 .0%

0280.01.08.57.00.6023353.

8,300 Professional Services 147,936 182,937.12 158,855.88 -193,857.00 231.0%*

0280.01.08.57.00.602400.

4,500 TOTAL Rental Repair Maint 45,640 -658 44,983 18,682.93 .00 26,299.57 41.5%

TOTAL Rental Repair Maint

19 Contractual Services

0280.01.08.57.00.604100.

150,000

2018/11/000374 05/01/2018 API
2018/11/000374 05/01/2018 POL
2018/11/000979 05/01/2018 API
2018/11/000979 05/01/2018 POL

13,122.50 VND 000614 VCH CENTURY WEST ENGINEER Apr 2018 Update Airport Master 16064
-13,122.50 VND 000614 PO 20181019 CENTURY WEST ENGINEER Apr 2018 Update Airport Master 16908
16,764.69 VND 000614 VCH CENTURY WEST ENGINEER May 2018 Update Airport Master
-16,764.69 VND 000614 PO 20181019 CENTURY WEST ENGINEER May 2018 Update Airport Master

FOR 2018 11

JOURNAL DETAIL 2018 11 TO 2018 11

ACCOUNTS FOR: 0280 Airport Fund	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL Contractual Services	150,000	-2,064	147,936	182,937.12	158,855.88	-193,857.00	231.0%
20 Internal Charges & F							
0280.01.08.57.00.605000.	5,500	Miscellaneous Charges & Fees 0	5,500	3,249.00	.00	2,251.00	59.1%
0280.01.08.57.00.605600.	150	Other 0	150	.00	.00	150.00	.0%
0280.01.08.57.00.605811.	5,150	Internal Chg - Insurance Svc 0	5,150	4,720.87	.00	429.13	91.7%
2018/11/000886 05/01/2018 GEN	429.17 REF				May18 Insurance Service Fee		
0280.01.08.57.00.605813.	4,400	Internal Chg - Facility Use 0	4,400	4,033.37	.00	366.63	91.7%
2018/11/000885 05/01/2018 GEN	366.67 REF				May18 Facility Use Fee		
TOTAL Internal Charges & F	15,200	0	15,200	12,003.24	.00	3,196.76	79.0%
21 Other Purchased Svcs							
0280.01.08.57.00.606200.	200	Printing & Binding 0	200	.00	.00	200.00	.0%
0280.01.08.57.00.606500.	150	Dues 0	150	125.00	.00	25.00	83.3%
TOTAL Other Purchased Svcs	350	0	350	125.00	.00	225.00	35.7%
23 Commission							
0280.01.08.57.00.608110.		Airport Commission					

CITY OF
ASHLAND

DEPARTMENT OF PUBLIC WORKS
INVITATION TO BID

FBO Restrooms Remodel

Project No: 2018-22

ISSUE DATE: TBD

BIDS DUE: Month Day, 2018

Not later than 2:00 PM

Late bids will not be considered

Bid opening on same day shortly after submittal
deadline

REFER QUESTIONS TO:

Kaylea Kathol, Public Works Project Manager

Phone: 541-488-5587

Email: kaylea.kathol@ashland.or.us

SUBMIT BIDS TO:

Kaylea Kathol

20 East Main St

Ashland, OR, 9520

PRE-BID CONFERENCE: There will a mandatory pre-bid conference at on Month Day 2018 at 10:00 AM at the FBO Office, 403 Dead Indian Memorial Road, Ashland, Oregon, 97520.

CITY OF ASHLAND
PUBLIC WORKS DEPARTMENT
20 EAST MAIN STREET
ASHLAND OR 97520
541/488-5587

CONTENTS

INVITATION TO BID 4

INSTRUCTION TO BIDDERS 5

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK..... 5

2. BID DOCUMENTS 5

3. PERPERATION OF BIDS 5

4. BID PRICES 6

5. SPECIFIED PRODUCTS 6

6. BID GUARANTY 6

7. SUBMISSION OF BIDS..... 6

8. ACCEPTANCE OR REJECTION OF PROPOSALS..... 7

9. AWARD AND CONTRACT..... 7

GENERAL CONDITIONS 9

1. DEFINITIONS..... 9

2. BUSINESS LICENSE REQUIRED..... 9

3. CONTRACTOR’S INSURANCE AND INDEMNITY 9

Notice of cancellation or change. 9

Additional Insureds 9

Primary Coverage 10

Indemnification..... 10

4. HOURS OF LABOR 10

5. PREVAILING WAGE 10

SPECIAL PROVISIONS.....11

1. BACKGROUND..... 11

2. SCOPE OF WORK..... 11

3. CONTRACT TERMS 11

4. SCOPE EXCLUSIONS..... 11

5. SUBMITTALS 11

6. MEASUREMENT AND PAYMENT..... 12

7. PRE BID MEETING 12

PRODUCT SPECIFICATIONS13

Tile 13

Paint..... 13

Toilets..... 13

Grab Bars 13

Sinks..... 14

Undersink Piping Covers 14

Faucets..... 14

Mirrors 14

Toilet Paper Dispensers..... 15

Toilet Seat Cover Dispensers 15

Sanitary Napkin Receptical..... 15

Paper TOWel Dispensers..... 16

Hand Soap Dispenser 16

Coat Hooks/Racks 16
Lighting – Vanity 16
Lighting – Overhead 17
Ceiling Diffuser 17
Ceiling Exhaust Fan 17
Switches 17
Outlets 18
BID FORM 19
CONTRACT FORM 21

INVITATION TO BID

FBO RESTROOMS REMODEL

Notice is hereby given that sealed bids for Project Number 2018-22: FBO Restrooms Remodel, shall be received by Kaylea Kathol, Public Works Project Manager, 20 E Main (by mail) / 51 Winburn Way (in person), Ashland, OR 97520. Sealed bids must be submitted not later than 2:00 PM, Pacific Time, on Month Day, 2018. Bids received after the deadline will be rejected. The official time for determining whether a bid has been submitted in a timely manner is based on the time clock in the Community Development Building, visible from the public lobby. Bids received prior to the deadline will be publicly opened and read aloud shortly thereafter in the Siskiyou Room of the Community Development a Building located at 51 Winburn Way.

The outside of the sealed envelope must clearly marked with the bidder's name, address, bid name and number, and the due date. Bidder must submit one original bid. Please retain a copy for your records.

The Work shall consist of supplying all labor, Equipment and materials necessary to remodel two (2) single-occupancy restrooms at the office of the Ashland Municipal Airport Fixed Base Operator.

Interested parties may access Bid Documents, notices and addenda on the Oregon Procurement Information Network (<http://orpin.oregon.gov>).

A mandatory pre-bid meeting will be held on Month Day 2018 at 10:00 AM at the FBO Office, 403 Dead Indian Memorial Road, Ashland, Oregon, 97520.

City of Ashland reserves the right to reject for good cause any and all bids, waive formalities or to accept any bid which appears to serve the best interest of the City.

Scott A. Fleury

Deputy Public Works Director

Date: _____

INSTRUCTION TO BIDDERS

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- 1.1. Examination of Site and Requirements: Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, that it has carefully examined the Bid Documents and the Project Site, and that it has investigated and satisfied itself as to the general and local conditions, and with all applicable Federal, State, County, and City of Ashland laws, ordinances, rules, and regulations that may in any manner affect the performance of the Work or its cost.
- 1.2. Pre-Bid Meeting: The Project Site is available for inspection for Perspective bidders at a Pre-Bid Meeting and walk-through, as indicated in the Invitation to Bid, and existing conditions should be examined. This will be the only opportunity for bidders to visit the Project Site.
- 1.3. Surface and Subsurface Conditions: Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Project Site, including all exploratory work done by Agency, as well as from the drawings and specifications made a part of the Bid Documents.

2. BID DOCUMENTS

Bidders may obtain or access plans, specifications, and addenda for this Project through the following sources:

Oregon Procurement Information Network website, <http://orpin.oregon.gov>
City of Ashland website, <http://www.ashland.or.us/>

3. PERPERATION OF BIDS

- 3.1. Complete Bid Form: Bidders must submit bids on the Bid Form provided by the City. The name, address, Oregon State Contractor's registration number of Bidder, and other information required shall be typed or printed in ink on the Bid Form in the spaces provided. The Bidder's business name must match the name on the bid guaranty.
- 3.2. Fill in Blanks: All blank spaces on the Bid From must be filled in by the Bidder. Bidder must submit a bid amount for all Alternates, Additives, Deductives, unit prices and other prices indicated on the Bid Form. When bidding on items for which there is no charge, Bidder shall write the words "No Charge," "zero," or "0.00" in the space provided on the Bid Form. If a Bidder fails to submit a bid price for any item, notes "no bid" or similar language for any item, or does not fill in all blank spaces on the Bid Form, the bid may be rejected as non-responsive.
- 3.3. SIGN BID FORM: The Bidder shall manually sign the Bid Form in ink by an authorized representative of the Bidder.
- 3.4. ACKNOWLEDGE ADDENDA: Bidders shall acknowledge receipt of all addenda by identifying the addendum number in the space provided on the Bid Form.

4. BID PRICES

- 4.1. ESTIMATED QUANTITIES: Any quantities on the Bid Form are estimates and are stated for bid comparison purposes. The Agency will pay the Contractor based on actual quantities of each item of Work completed in accordance with the Contract Documents.
- 4.2. FILING FEES: Applicable state laws concerning prevailing wages, hour, workers compensation of and other conditions of employment are called to the attention of Bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.
- 4.3. BID ALLOWANCES: Bidder shall include in the bid all allowances provided on the Bid Form or elsewhere in the Bid Documents. Agency will pay the difference if the actual cost exceeds the allowance.
- 4.4. INSURANCE AND BONDS: Bidder shall include in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid Work and all additives and alternates.

5. SPECIFIED PRODUCTS

- 5.1. BID PRODUCTS IDENTIFIED: Bids must be based upon use of items named in the specifications, or approved equals or substitutions. Requests for approval of equals or substitutions must be made in writing and received by Owner at least 10 days prior to the bid submission deadline.

6. BID GUARANTY

- 6.1. FORM AND AMOUNT: Bidder shall submit with its bid a surety company bid bond in an amount not less than **five percent (5%)** of the total amount of the Bid that could be awarded, including any additives and alternates. Bids not accompanied by an appropriate bid bond may be rejected as non-responsive.
- 6.2. BIDS VALID: The award of the contract, if it be awarded, shall be made within 30 calendar days after the bid submission deadline. No Bidder may withdraw its bid after the bid submission deadline, unless the award of the contract is delayed for a period exceeding 30 calendar days from the bid submission deadline. The Agency reserves the right, for a period of 30 calendar days following the bid submittal deadline, to initiate or rescind acceptance of any Alternate or Additive Bid in the amounts bid on the Bid Form.
- 6.3. HOLDING BID GUARANTY: If the successful Bidder fails to enter into a contract with the Agency and provide satisfactory performance and payment bonds and evidence of insurance within 10 calendar days, the bid bond shall be forfeited to the Agency.

7. SUBMISSION OF BIDS

- 7.1. BID SUBMITTAL DEADLINE: Bidders must submit their bids on the Bid Form included with the Bid Documents prior to the deadline established in the Request for Bids. Bids received after the deadline will be rejected. The official time for determining whether a bid has been submitted in a timely manner is based on the time clock in the Community Development Building, visible from the public lobby. Bids received prior to the deadline will be publicly opened and read aloud shortly after the deadline.
- 7.2. SEALED BID ENVELOPE: Bids and bid modifications must be submitted in sealed envelopes or packages (1) addressed to the office specified in the Request for Bids and (2) showing the name of the Project, bid opening date and time, and the name and address of Bidder.

- 7.3. PROHIBITED FORMS OF BID: Receipt of bids and bid modifications by any email, facsimile, telephone, other electronic means, or orally will not be considered.
- 7.4. WITHDRAWAL OF BID: Any bid may be withdrawn at any time prior to the bid submittal deadline by providing written request to the Project Manager established on the cover page of the Invitation to Bid. The Bidder or a duly authorized representative must execute the request. Withdrawal of a bid will not prejudice the right of the bidder to file a new bid. All bids shall be irrevocable for 30 calendar days from the day of opening.
- 7.5. MODIFICATION OF BID: After a Bidder has withdrawn its bid as established in the paragraph above, a Bidder may revise its bid if the Agency receives the revised bid on the required Bid Form prior to the bid submission deadline in a properly marked and sealed envelope.
- 7.6. CLARIFICATION/PROTEST: Any Bidder requiring clarification or protesting any of the Specifications must provide specific requests in writing to the Project Manager established on the cover page of this ITB no less than 10 calendar days prior to the bid submittal deadline. Such requests, if deemed appropriate, will be answered in the form of bulletins or addenda which, if issued, will be provided to all known bidders via email or will be posted to the website(s) hosting the ITB.
- 7.7. ADDENDA: The Project Manager shall issue addendum no later than 5 calendar days prior to the bid submittal deadline. Any addenda so issued will become a part of the agreement.
- 7.8. TABULATION OF BIDS: Bidders may request a Tabulation of Bid Results.

8. ACCEPTANCE OR REJECTION OF PROPOSALS

- 8.1. REJECTION/ACCEPTANCE: The City reserves the right to waive technical defects, discrepancies and minor irregularities, or not to award a contract when it finds such action to be in the public interest. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- 8.2. PUBLIC INTEREST: The City reserves the right to reject any bid not in compliance with the bid documents, or all prescribed public bidding procedures and requirements, and the right to reject any or all bids when it is in the public interest to do so per ORS 279B.100(1). Written notice of rejection of all bids shall be sent to all bidders.
- 8.3. COLLUSION: Upon evidence that collusion exists among bidders, none of the bids of participants in such collusion will be considered. All involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

9. AWARD AND CONTRACT

- 9.1. CONTRACT AWARD: Award will be made to the lowest bidder who is determined to be responsive and responsible. The award will be made on an all-or-none basis, by category or by individual item as in the best interest of the City. The delivery or furnishing of any of the bid items cannot commence until a contract is properly executed.
- 9.2. AWARD OF ADDITIVES, ALTERNATES, and DEDUCTIVES: The low bid shall be determined by the sum of the Base Bid, plus any combination of Additives, Alternatives, and/or Deductives the City decides, in its sole discretion, to include in the contract award.

- 9.3. CANCELLATION OF AWARD: The City reserves the right to cancel award of the contract at any time before execution of the contract(s) by both parties if cancellation is deemed to be the City's best interest. In no event shall the City have any liability for the cancellation of award. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.
- 9.4. CONTRACT EXTENSION: In the event more than thirty (30) calendar days lapse between the bid opening date and the date the contract is submitted to the bidder, the City may grant an extension of time to the bidder for fulfillment of the contract to offset any delay in the contract actually occasioned by the delay.
- 9.5. PROTEST OF AWARD: All protests must be in writing and physically received by the Project Manager no later than 4:00 P.M. on the third (3rd) working day after the postmarked notice of intent to award or disqualification. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. Protests not filed within the time specified or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

General Conditions

1. DEFINITIONS

Agency: City of Ashland

Contract: The written agreement between the City of Ashland and the Contractor, including without limitation all Contract Documents, describing the Work to be completed and defining the rights and obligations of the City of Ashland and the Contractor.

Equipment: All machinery, tools, manufactured products, and fabricated items needed to complete the Contract of specified for incorporation into the Work.

Project: The sum of all Work to be performed under the Contract.

Project Manager: The City of Ashland's representative who directly supervises the engineering and administration of a Contract.

Project Site: The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

Work: The furnishing of all Materials, Equipment, labor, and incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

2. BUSINESS LICENSE REQUIRED

The successful Bidder shall, prior to starting Work, obtain a City of Ashland Business License. Subcontractors on the Project shall also be required to have a current business license. Licenses may be acquired through the City of Ashland Utility Office during regular business hours.

3. CONTRACTOR'S INSURANCE AND INDEMNITY

Contractor shall, at its own expense, at all times during the term of this agreement maintain in force:

Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers

General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the City.

ADDITIONAL INSUREDS

The City of Ashland, its officers, employees and agents shall be named as additional insureds on each required insurance policy. Contractor shall submit certificates of insurance acceptable to the City with the signed contract prior to the commencement of any Work under this agreement. These certificates shall contain provision that coverage afforded under the policies cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to City. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

PRIMARY COVERAGE

Insurance carried by Contractor under this Contract shall be the primary coverage, and the City's insurance is excess and solely for damages or losses for which the City is responsible.

INDEMNIFICATION

Contractor agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Contractor (including but not limited to, Contractor's employees, agents, and others designated by Contractor to perform Work or services attendant to this contract.) Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and approximately caused by the negligence of City.

4. HOURS OF LABOR

The Contractor shall notify the City of Ashland and obtain their approval at least 48 hours prior to undertaking any Work outside of normal working hours. Normal working hours for City staff are 7:30 AM to 4:30 PM, Monday through Friday, excluding holidays.

5. PREVAILING WAGE

The Contractor agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law for proposed bid prices that exceed \$50,000. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 – 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the Project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)]. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

SPECIAL PROVISIONS

FBO RESTROOMS REMODEL

1. BACKGROUND

The Ashland Municipal Airport is owned by the City of Ashland and operated under contract by Skinner Aviation, the Fixed Base Operator (FBO), located at 403 Dead Indian Memorial Road, Ashland, Oregon. The FBO office is a public facility with two single-occupancy restrooms. The standard (non-accessible) restroom is 41 square feet (6.8 feet by 6 feet), and the accessible restroom is 51 square feet (8.5 feet by 6 feet). The restrooms have aging and deteriorating fixtures and flooring, and may not comply with all applicable provisions of the Americans with Disabilities Act (ADA). The City of Ashland is soliciting bids from general contractors for upgrades to the two FBO restrooms.

2. SCOPE OF WORK

The Contractor to whom the project is awarded shall provide material, tools, equipment and labor to complete the project according to all requirements specified in this Contract. Specific tasks are outlined below. Materials are further defined in **Product Specifications**.

- A. Remove and dispose of existing flooring and wallpaper;
- B. Remove and dispose of all fixtures and other features, including but not limited to toilets, sinks, faucets, grab bars, dispensers, mirrors, lights/lamps, switches and wall plates, fans, and diffusers;
- C. Install ceramic tile on floors and walls (partial);
- D. Paint ceiling and walls (partial);
- E. In both restrooms, install new toilets, sinks, faucets, and p-traps, grab bars, hand soap dispensers, paper towel dispensers, toilet paper dispensers, toilet seat cover dispensers, sanitary napkin disposal receptacles, switches and wall plates, ceiling diffusers, ceiling fans, and lighting fixtures/bulbs;
- F. In one restroom, install a new outlet and wall plate;
- G. Remove exterior door "men" and "women" door signage. Replace with unisex sign on standard restroom, and accessible unisex sign on accessible restroom;

In addition, Contractor shall apply for and obtain all required permits from the City of Ashland, including permits for plumbing, electrical and structural installations.

3. CONTRACT TERMS

The Project must be completed in full by Month Day, 2018.

4. SCOPE EXCLUSIONS

Not Applicable

5. SUBMITTALS

Submit product cut sheets for the following products:

- Overhead AND vanity lighting

- Paint (include color chip and data sheets)

6. MEASUREMENT AND PAYMENT

No measurement of quantities will be made for Work performed as described in the Scope of Work, above. All Work performed to complete the Project will be paid for at the lump sum basis.

7. PRE BID MEETING

A mandatory pre-bid site visit will be held at the time and place identified on the cover sheet of this Invitation to Bid.

PRODUCT SPECIFICATIONS

TILE

General

- Material: Ceramic floor and wall tile
- PEI Rating: III or greater
- Color: True white
- Features: Glazed
- Shape: Square
- Size: Minimum of 10 inch x 10 inch to maximum of 13 inch x 13 inch
- Other Comments: Tile shall be suitable for both floors and walls

Implementation

Prior to tile installation, remove all existing flooring, trim, wallpaper, fixtures, hardware, dispensers, grab bars, etc. Install in both restrooms per manufacturer's recommendations on bathroom floors and walls. Install on walls to a height of at least five feet, but not to exceed six feet, above finish floor surface.

PAINT

General

- Product: Behr Premium Plus Ultra Interior Paint
- Color: "Anonymous"
- Sheen: Satin Enamel

Implementation

Apply paint in both restrooms prior to installing any wall-mounted products, including but not limited to fixtures, lights, and wall plates. Prepare walls and ceiling, including the removal of any surface inconsistencies or residues that may impact adhesion or appearance. Apply paint to the walls above the extent of tiling and to the ceiling. Apply additional coats as needed to achieve a neat, finished appearance.

TOILETS

General

- Product Type: Commercial grade, two-piece, elongated bowl
- Material: Vitreous china
- Color: True white
- GPF: Not more than 1.6
- Seat Height: 17 inches minimum and 19 inches maximum above finish floor

Implementation

Install in both restrooms according to manufacturer's recommendation. Place toilet in compliance with **Section 604 of 2010 ADA Standards for Accessible Design**.

GRAB BARS

General

- Material: Stainless steel
- Cross-Section Shape: Circular

- Color: None specified
- Minimum Length: side wall 42 inches; rear wall, 36 inches

Implementation

Install in both restrooms according to manufacturer's recommendation. Place side and rear grab bars in both restrooms. The position and the size of the grab bars shall comply with **Sections 604.5 and 609 of ADA Standards for Accessible Design.**

SINKS

General

- Product Type: Commercial grade, single bowl, wall-hung mount
- Material: Vitreous china
- Color: True white
- Features: Backsplash
- Minimum Dimensions: 18 ¼" (L) by 19 1/8" (W)
- Appurtenances: all plumbing materials, including p-traps, shall be of metal (stainless steel, brass, bronze, cast brass, steel, and/or zinc as appropriate are all acceptable materials).

Implementation

Install in both restrooms according to manufacturer's recommendation. Mount sink in compliance with **Section 606 of 2010 ADA Standards for Accessible Design.**

UNDERSINK PIPING COVERS

General

- Product Type: P-trap and valve & supply covers
- Material: PVC
- Color: True white
- Features: Non specified

Implementation

Install in both restrooms according to manufacturer's recommendation. Product shall fulfill the intention of **Section 606.5 of 2010 ADA Standards for Accessible Design.**

FAUCETS

General

- Product Type: Commercial grade, manually operated, two-handle
- Material: Brass or cast brass
- Color: Polished chrome
- Features: Low arc
- Drain type: Grid strainer

Implementation

Install in both restrooms according to manufacturer's recommendation. Faucets shall comply with **Section 309 of 2010 ADA Standards for Accessible Design**

MIRRORS

General

- Product Type: Commercial grade, framed mirror
- Material: Glass and stainless steel
- Color: None specified
- Features: Stainless steel frame
- Minimum Dimensions: 18" (W) by 36" (H)

Implementation

Install in both restrooms above sink according to manufacturer's recommendation. Mount mirror in compliance with **Section 603.3 of 2010 ADA Standards for Accessible Design**.

TOILET PAPER DISPENSERS

General

- Product Type: Commercial grade, universal standard dispenser
- Material: stainless steel
- Color: stainless steel, silver, satin, or similar as approved by Agency
- Features: Vertical double role

Implementation

Install in both restrooms according to manufacturer's recommendation. Dispenser shall comply with **Section 309.4** and shall be mounted in compliance with **Section 604.7 of 2010 ADA Standards for Accessible Design**.

TOILET SEAT COVER DISPENSERS

General

- Product Type: Commercial grade, universal standard dispenser
- Material: stainless steel
- Color: stainless steel, silver, satin, or similar as approved by Agency (must have same color/finish as toilet paper dispenser)
- Features: None specified

Implementation

Install in both restrooms according to manufacturer's recommendation. Dispenser shall be installed at a location where occupant will have an unobstructed forward approach to the dispenser, and shall be mounted according to the heights specified in **Section 308.2.1 (unobstructed forward reach) of 2010 ADA Standards for Accessible Design**.

SANITARY NAPKIN RECEPTICAL

General

- Product Type: Commercial grade, universal standard dispenser
- Material: stainless steel
- Color: stainless steel, silver, satin, or similar as approved by Agency (must have same color/finish as toilet paper dispenser)
- Features: Wall-mounted

Implementation

Install in both restrooms according to manufacturer's recommendation. Receptacles shall be mounted below grab bars, and shall be within reach from a sitting position at the toilets.

PAPER TOWEL DISPENSERS*General*

- Product Type: Commercial grade, automatic paper towel dispenser (universal)
- Material: Plastic or stainless steel
- Color: plastic dispensers shall be black, dark grey, or charcoal; steel shall have satin or brushed finish
- Features: Touch-free

Implementation

Install in both restrooms according to manufacturer's recommendation. Depending on where the dispensers are mounted relative to the sink, the dispensers' locations shall comply with either **Section 308.2 (Forward Reach)** or **308.3 (Side Reach)**.

HAND SOAP DISPENSER*General*

- Product Type: Commercial grade, automatic hand soap dispenser (universal)
- Material: Plastic or stainless steel
- Color: Must have same color/finish as paper towel dispensers
- Features: touch-free, must be of the same manufacturer and collection/series as the paper towel dispenser

Implementation

Install in both restrooms according to manufacturer's recommendation. Depending on where the dispensers are mounted relative to the sink, the dispensers' locations shall comply with either **Section 308.2 (Forward Reach)** or **308.3 (Side Reach)** of 2010 ADA Standards for Accessible Design.

COAT HOOKS/RACKS*General*

- Product Type: Commercial grade wall-mounted duty coat rack with 3 heavy duty hooks
- Material: stainless steel
- Color: stainless steel, brushed or satin finish
- Features: none specified

Implementation

Install in both restrooms according to manufacturer's recommendation. Install hooks/racks on the wall opposite the toilet. Hooks/racks in the standard restroom shall be installed at 60 inches above finish floor. Hooks/racks in the accessible restroom shall be installed at 48 inches above finish floor, per **Section 308** of 2010 ADA Standards for Accessible Design.

LIGHTING – VANITY*General*

- Product Name: Traditional Square LED Vanity
- Manufacturer: Lithonia
- Length: 47-1/16 in (4')
- Color Temperature: 3000 K
- Finish: Brushed Nickel
- Product Ordering Information: FMVTSL 48IN MVOLT 30K 90CRI BN

Implementation

Install in both restrooms according to manufacturer's recommendation.

LIGHTING – OVERHEAD

General

- Product Name: LED Litepuff Linear Low Profile Flush Mount
- Manufacturer: Lithonia
- Length: 47-7/8"
- Width: 9"
- Color Temperature: 3000 K
- Finish: Not Specified
- Product Ordering Information: FMLL 9 30830

Implementation

Install in both restrooms according to manufacturer's recommendation.

CEILING DIFFUSER

General

- Material: Aluminum or Steel
- Shape: Square
- Color: True white
- Dimensions: Contractor to verify (not: existing diffuser has actual dimensions of 9.5x9.5)
- Features: 4-way air deflection

Implementation

Install in both restrooms according to manufacturer's recommendation. Install after ceiling painting is complete.

CEILING EXHAUST FAN

General

- Material: Aluminum or Steel
- Minimum Ventilation: 50 CFM (standard restroom), 100 CFM (accessible restroom)
- Physical Dimensions: Contractor to verify based on existing conditions
- Color: True white
- Features: None specified

Implementation

Install in both restrooms according to manufacturer's recommendation. Install after ceiling painting is complete.

SWITCHES

General

- Material: Plastic
- Product Type: single pole AC rocker switch AND wall plate (verify amperage)
- Color: True white
- Features: color of wall plate must match switch

Implementation

Install in both restrooms according to manufacturer's recommendation. Placement in standard restroom may remain at existing switch location. Placement in accessible restroom must comply with **Section 309 of 2010 ADA Standards for Accessible Design**.

OUTLETS*General*

- Material: Plastic
- Product Type: Duplex outlet AND wall plate (verify amperage)
- Color: True white
- Features: color of wall plate must match switch

Implementation

Install in standard restroom according to manufacturer's recommendation. There is no existing outlet in the accessible restroom.

BID FORM

Project No: 2018-22

Bid Title: FBO Restrooms Remodel

Bidder Name: _____ Ore. CCB No. _____

Bidder Address: _____

Bidder Contact: _____

Contact Telephone: _____ Contact Email: _____

Pursuant to an in compliance with the Bid Documents, the undersigned Bidder agrees to perform the Work for the above-referenced Project for the following Total Bid amount:

Description	Bid Amount
Remodel two (2) single-occupancy restrooms	\$
TOTAL BID:	\$

1. The undersigned Bidder proposes and agrees if this bid is accepted to enter into a Contract with the City of Ashland in the form included in the Bid Documents (Invitation to Bid, Instructions, General Conditions, Special Provisions, Contract Form, and Exhibits) to complete all Work as specified or indicated in the Bid Documents for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the Bid Documents.
2. The undersigned Bidder understands that all Work will be performed under a lump sum or unit price basis and that for said lump sum, or unit price, all services, materials, labor, Equipment, and all Work necessary to complete the Project in accordance with the specifications shall be furnished for the named price. If there shall be an increase in the amount of Work covered by the lump sum price, it shall be computed on a basis of "Extra Work" for which an increase in payment will have been earned and if there is to be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and Agency.
3. The undersigned Bidder understands that any estimate with respect to time, materials, Equipment or service which may appear in the specifications, is for the sole purpose of assisting the undersigned in checking their own independent calculations and that at no time shall the undersigned attempt to hold the owner, the City of Ashland, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

4. The undersigned Bidder acknowledges the following addenda have been received and examined as part of the contract documents:

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Signature of Bidder: _____

Name (Printed): _____

Title: _____

Date: _____

CONTRACT FORM

GOODS & SERVICES AGREEMENT

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER:</p> <p>PROVIDER'S CONTACT:</p> <p>ADDRESS:</p> <p>PHONE:</p>
---	---

This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXXXXXXXXXXXXX, a domestic business corporation ("hereinafter "Provider"), for (give very brief description of goods and services).

1. PROVIDER'S OBLIGATIONS

1.1 Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.

1.2.1 The insurance required in this Article shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
- Automobile Liability.

1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Provider shall immediately notify the City of any change in insurance coverage
- Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$XXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXX (this is maximum, not to exceed amount of entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX(Request for Proposals, etc. dated XXXXXX.
- The Provider's complete written XXXXXX dated XXXXXX.

5. REMEDIES

- 5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
 - 5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
 - 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until XXXXXXXX, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – XXXXXX Department
Attn: XXXXXXXXXXXXXXXX
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-XXXX

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:

Provider's name
Attn: XXXX
XXXXXXX

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

XXXXXXXXXXXXXXXXXXXXX (PROVIDER):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

FBO MONTHLY REPORT

May, 2018

CH 132

AMOUNT	ITEM	RATE			
	FBO RENTAL				\$ 1,753.40
	DAILY				
26	Daily Tie-Downs- Small	@ \$ 7.00 =	\$ 182.00		
6	Daily Tie-Downs- Large	@ \$ 11.00 =	\$ 66.00		
	MONTHLY				
4	Monthly Tie-Downs- Small	@ \$ 49.00 =	\$ 196.00		
1	Monthly Tie-Downs- Large	@ \$ 60.00 =	\$ 60.00		
0	Freight Operations (x1000)	@ \$ 5.83 =	\$ -		
14	New T-Hangars	@ \$ 302.00 =	\$ 4,228.00		
1	Helicopter Hangars	@ \$ 236.00 =	\$ 236.00		
12	Closed Hangars	@ \$ 236.00 =	\$ 2,832.00		
1	Large Closed Hangar	@ \$ 302.00 =	\$ 302.00		
5	Open Hangar	@ \$ 187.00 =	\$ 935.00		
1	Commercial Hangar-JLC	@ \$ 782.00 =	\$ 782.00		
1	Commercial Hangar	@ \$ 483.00 =	\$ 483.00		
1	Sky Research Land Lease	@ \$ 478.00 =	\$ 478.00		
2192	Fuel Flowage Fee Brim	@ \$ 0.07 =	\$ 153.44		
1	Nielsen Land Lease	@ \$ 159.00 =	\$ 159.00		
	ANNUAL				
	Valley Inv. Land Lease	@ \$ 7,919.00 =	\$ -		
	Brim Land Lease	@ \$ 975.00 =	\$ -		
	Private Hangars Land Lease	@ \$ 324.00 =	\$ -		
	Private Hangars Land Lease	@ \$ 337.00 =	\$ -		
	Brim Storage Area	@ \$ 2,680.00 =	\$ -		
	NOTES:				
	TOTAL RENTS =		\$ 11,092.44	X 0.75	\$ 8,319.33
	UTILITY CHARGE NEW CLOSED HANGARS			=	\$ 65.00
	FBO FLOWAGE FEE				
	Price Per Gallon	\$5.29 100LL	2432 Gallons		
	Price Per Gallon	\$ 4.39 JET A	251 Gallons		
	Total Gallons		2683	X 0.07	\$ 187.81
	CREDITS				
			Water Credit	-	\$124.98
			Garbage Credit	-	\$52.55
	DEBITS				
	Preauthorized other credit for:				
	TOTAL DUE TO CITY BY 20TH			=	\$ 10,148.01

For City Use Only		
3 Private		Expires 07/21/23
6 Private		Expires 09/30/18
Valley Investments Lease		Expires 06/30/20
Jeff Nielson Mark Freeborn		Expires 06/01/37
Brim Lease		Expires 12/31/23
Sky Research		Expires 03/14/26

1498

