

COOS COUNTY AIRPORT DISTRICT BOARD MEETING

Thursday, June 27, 2024
7:30 a.m.

Coos County Airport District Board Room

CALL TO ORDER

INTRODUCTIONS

<u>SECTION:</u>	<u>PAGE</u>
I. CONSENT CALENDAR:	
A. May 23, 2024 Board Meeting Minutes.....	03-05
B. Financial Report / Check Register.....	06-22
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II. EXECUTIVE DIRECTOR REPORT:	26-33
III. ACTION ITEMS:	
A. Adopt Resolution 2024-06-01: FY 2024/2025 Budget	35-38
B. Adopt Resolution 2024-06-02: CCAD Policy 6 - Public Contracts	39-55
C. Adopt Resolution 2024-06-03: CCAD Policy 7 - Airport District Budgeting	56-63
D. Approve Engaging HGE to Perform Design, Bidding, and Construction Administration for Terminal Breezeway Enclosure Project	64-75
E. Approve Contract with Knife River for Apron Reconstruction Project.....	76-94

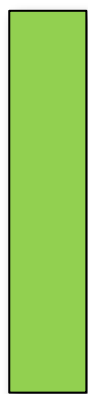
PUBLIC COMMENTS

CHAIRMAN & COMMISSIONER COMMENTS:
Next Regular Board Meeting July 25, 2024

ADJOURN TO EXECUTIVE SESSION

The Coos County Airport District will hold an executive session to conduct deliberations with persons designated by the governing body to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e).

SECTION



CONSENT
CALENDAR

COOS COUNTY AIRPORT DISTRICT

DATE: June 27, 2024

SUBJECT: Acceptance of May 2024 Financial Reports and Check Register

BACKGROUND:

These reports are provided pursuant to a recommendation from the District's external auditor, supported by the Executive Director, providing transparency and full disclosure. The District's bank statements (Umpqua General Checking, Municipal Pool, Passenger Facility, and Payroll Checking; Banner Bank; Oregon Pacific Bank; Local Government Investment Pool General and Reserve accounts) are reconciled by the 10th of the month following month-end; all transactions are posted daily; financial reports available upon request; and reports saved onto the District's website. The fund summary shows all funds are within appropriation levels, with 91.67% of the fiscal year elapsed, and general fund property tax collections at 96.3% of budget.

Checks are routinely issued from the accounts payable account (weekly) and payroll account (twice monthly), as shown by the attached check registers totaling \$559,445.05 (accounts payable) and \$127,190.03 (payroll). For confidentiality, segregation of duties, and the best utilization of the accounting software program, payroll payables are expended from the payroll account.

FISCAL IMPACT:

The balances are within the budget appropriations.

LEGAL CONSIDERATION:

N/A

Attachments:

- Finance Report
- Balance Sheet
- Fund Summary
- Check Register

It was noted that the Airport has enjoyed an increase in the number of passengers flying commercially compared to the same quarter in 2023, continuing the growth in enplanements seen last year.

Included in the recently approved budget for the next fiscal year were funds dedicated to invasive species abatement. The executive director met with Coos Watershed and the City of North Bend to discuss additional funding options to support this ongoing project.

The executive director provided background information for Actions Requests that would be presented later in the meeting. Included among these was approving a new auditor of record. Umpqua Valley Financial LLC was found to have the capacity to take on the District as a client, and a proposal letter has been included in the May 2024 meeting packet.

Also included in the Action Requests is an amendment to the service agreement with Schindler Elevator. The District has found that it would be advantageous to transition to a month to month contract at this time.

Ongoing projects at the Airport include the reconstruction of the WWII era aircraft apron, and design and construction of the Runway Safety Area, the Cargo Facility, and the escalator breezeway. A proposed addition to these projects is the replacement of the bollard lighting in front of the terminal.

On May 30th at 7:30 a.m., a work session will be held with the District's aviation consultant to discuss strategies for evaluating and attracting new air service routes.

Section III. Action Items:

Upon a motion by Commissioner Brainard (Second Commissioner Pahls), Resolution 2024-05-01 amending CCAD Policy 5: Public Records was unanimously adopted.

Upon a motion by Commissioner Pahls (Second Commissioner Brainard), Resolution 2024-05-02 adjusting the health insurance cap was unanimously adopted.

Upon a motion by Commissioner Brainard (Second Commissioner Pahls) authorization was given to the Executive Director to sign a contract and letter of engagement with Umpqua Valley Financial LLC.

Upon a motion by Commissioner Pahls (Second Commissioner Brainard) authorization was given to the Executive Director to sign Amendment 2 of Schindler's contract to provide service and maintenance of CCAD owned escalators and elevators.

Upon a motion by Commissioner Brainard (Second Commissioner Pahls) the expenditure of \$21,025, with a 10% project contingency, for the bollard replacement project was approved.

Public Comments:

Mr. Meynink was happy to hear that the District has begun work on a plan to mitigate invasive species on airport property. He also expressed his appreciation for the monthly newsletter that the District publishes, and stated his interest in the topic of trees work addresses in the most recent copy. He requested that any report provided from an arborist regarding significant tree removal be provided to the public, and that the District would wait for public comment before taking action.

Mr. Bonetti too expressed appreciation for the work the District is putting into invasive species removal, and asked that future efforts be focused on the North bluff, where there are many mature plants growing. Additionally, he requested that the District also give attention to forest restoration in areas where underbrush removal took place in recent years.

Commissioner Comments:

Commissioner Brainard thanked staff and volunteers for their continued support of the Airport Park Project.

Commissioner Benetti shared a recent experience of someone who visited the community by way of the local airport, and who had glowing reviews from her interactions.

Meeting adjourned at 7:50 a.m.

COOS COUNTY AIRPORT DISTRICT

DATE: June 27, 2024

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FISCAL IMPACT:

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LEGAL CONSIDERATION:

N/A

Attachments:

- Finance Report
- Balance Sheet
- Fund Summary
- Check Register

Coos County Airport District
Agenda Staff Report

TO: Jason Bell, Chair; District Commissioners.
 FROM: Crystal Pierce, Finance Manager.
 THROUGH: Rodger Craddock, Executive Director
 ISSUE: May 2024 Draft Monthly Financial Reports

The report below reflects a total combined cash of \$5,542,680 of which \$1,695,731 is unrestricted and available cash across all accounts. The Balance Sheet shows beginning balance; (used or earned) or the difference between what was earned to what was spent; and the ending balance or what remained as fund balance for each major fund. The Fund Summary shows revenues and expenditures for current period, fiscal year-to-date, and adopted budget amounts for each major fund.

Umpqua Checking	Sweep/AP Checking	Checks current/prior month expenses	587,912
Municipal Pool	Customer Payment	Transfer to AP/PFC Checking	239,430
Payroll Checking	Sweep	Checks current/prior month expenses	99,960
PFC Checking	Unallocated/Restricted	Passanger Facility Charges	95,771
Oregon Pacific Bank	Investment/On Demand	0.20% Annual Investment Rate	4,311
Banner Bank	Sweep/ACH Checking	Checks current/prior month expenses	330,080
LGIP Reserve	Unallocated/Restricted	5.20% Annual Investment Rate	2,206,724
LGIP General	Investment/On Demand	5.20% Annual Investment Rate	1,978,492
Total Cash on Hand			\$ 5,542,680
Less LGIP Reserve	Reserve	Restricted Fund Use	(2,206,724)
Less Federal Air Service Grant	Federal Grant	Air Service Revenue Guarantee	(500,000)
Less Construction Fund	Construction Fund	Future Projects	(914,540)
Less DHS IFA Loan	Debt Service	B17001 - Buid-to-suit	-
Less Terminal Deferred Interest	Debt Service	L06005 - Terminal Interest	-
Less Oregon Pacific DHS Loan	Debt Service	7113075 - Buid-to-suit	(11,585)
Less PFC Reserve	PFC Funds	Restricted Fund Use	(120,000)
Less Unemployment Reserve	Unemployment Funds	Restricted Fund Use	(37,196)
Less Banner Bank Loan	Debt Service	CBI4486 - BLM TI/Seismic Upgrade	(56,903)
Total Unrestricted Funds			\$ 1,695,731

Fund	Beginning Fund Balance 07/01/23	(Used) Earned	Ending Fund Balance 05/31/24
General Fund	\$ 2,238,549	(73,058)	2,224,442
Construction Fund	\$ 1,214,806	(79,982)	202,321
PFC Fund	\$ 29,595	7,287	103,048
Unemployment Fund	\$ 57,196	-	62,149
BLM Fund	\$ 253,571	14,095	923,112
DHS Fund	\$ 709,340	(66,885)	954,105
BEC Fund	\$ 45,653	3,406	102,937
Building Reserve Fund	\$ 928,157	4,257	970,824

COOS COUNTY AIRPORT DISTRICT

Balance Sheets

For Year to Date - May 31, 2024

Combined Funds**ASSETS**

Current Assets

Checking/Saving 5,542,938

Accounts Receivable 59,574

Total Current Assets 5,602,512

Total Assets

\$ 5,602,512**LIABILITIES & EQUITY**

Current Liabilities

Accounts Payable 677

Other Current Liabilities 2,263

Total Current Liabilities 2,940

Equity 5,599,572

Total Liability & Equity

\$ 5,602,512**General Fund****ASSETS**

Current Assets

Checking/Saving 2,224,180

Petty Cash 261

Accounts Receivable 56,954

Total Current Assets 2,281,395

Total Assets

\$ 2,281,395**LIABILITIES & EQUITY**

Current Liabilities

Accounts Payable 677

Other Current Liabilities 1,663

Total Current Liabilities 2,340

Equity 2,279,055

Total Liability & Equity

\$ 2,281,395

COOS COUNTY AIRPORT DISTRICT

Balance Sheets

For Year to Date - May 31, 2024

Construction Fund

ASSETS

Current Assets

Checking/Saving 202,320

Other Current Assets

Total Current Assets 202,320

Fixed Assets

Total Assets \$ 202,320

LIABILITIES & EQUITY

Equity 202,320

Total Liability & Equity \$ 202,320**Passenger Facility Charges (PFC) Fund**

ASSETS

Current Assets

Checking/Saving 103,049

Total Current Assets 103,049

Total Assets \$ 103,049

LIABILITIES & EQUITY

Equity 103,049

Total Liability & Equity \$ 103,049**Unemployment Fund**

ASSETS

Current Assets

Checking/Saving 62,149

Total Current Assets 62,149

Total Assets \$ 62,149

LIABILITIES & EQUITY

Equity 62,149

Total Liability & Equity \$ 62,149

COOS COUNTY AIRPORT DISTRICT

Balance Sheets

For Year to Date - May 31, 2024

BLM Fund

ASSETS

Current Assets

Checking/Saving 923,112

Total Current Assets 923,112

Total Assets \$ 923,112

LIABILITIES & EQUITY

Equity 923,112

Total Liability & Equity \$ 923,112**DHS Multi Services Campus Fund**

ASSETS

Current Assets

Checking/Saving 954,104

Total Current Assets 954,104

Total Assets \$ 954,104

LIABILITIES & EQUITY

Equity 954,104

Total Liability & Equity \$ 954,104**BEC Fund - Business Enterprise Center**

ASSETS

Current Assets

Checking/Saving 102,937

Accounts Receivable 2,621

Total Current Assets 105,558

Total Assets \$ 105,558

LIABILITIES & EQUITY

Current Liabilities

Other Current Liabilities 600

Total Current Liabilities 600

Equity 104,958

Total Liability & Equity \$ 105,558

COOS COUNTY AIRPORT DISTRICT

Balance Sheets

For Year to Date - May 31, 2024

Building Reserve Fund

ASSETS

Current Assets

Checking/Saving

970,824

Total Current Assets

970,824

Total Assets

\$ 970,824

LIABILITIES & EQUITY

Equity

970,824

Total Liability & Equity

\$ 970,824

COOS COUNTY AIRPORT DISTRICT
 Budget Versus Actual Fund Summary
 For the Month and Year to Date - May 31, 2024

	Total Revised Budget	Actual		% of Budget
		May	Fiscal Year to Date	
General Fund				
Beginning Fund/Cash Balance	\$ 2,348,249	\$ 2,297,500	\$ 2,238,549	
Revenues				
Taxes	1,494,239	10,221	1,437,452	96.20%
Other	1,367,477	120,003	1,256,930	91.92%
Grants and subsidy	504,513		-	0.00%
Transfers in	2,970,000	300,000	1,450,000	48.82%
Transactions paid from incorrect fund		-		
Total Revenue	6,336,229	430,224	4,144,382	
Expenses				
Personnel Services	2,168,065	166,788	1,991,790	91.87%
Materials and Services	2,031,340	121,431	1,143,574	56.30%
Capital Outlay	665,000	196,987	463,023	69.63%
Debt Service	273,229	18,076	255,149	93.38%
Transfers out	684,250		304,953	44.57%
Contingency/Rounding			-	
Total Expenses	5,821,884	503,282	4,158,489	
Ending Fund/Cash Balance	\$ 2,862,594	\$ 2,224,442	\$ 2,224,442	
Construction Fund				
Beginning Fund/Cash Balance	\$ 1,351,093	\$ 282,303	\$ 1,214,806	
Federal Grant Proceeds - FAA	2,574,510		735,478	28.57%
State Grants-AIP Projects	282,000		42,706	15.14%
Transfers In from General Fund	1,899,250	-	300,000	15.80%
Reimbursements			75,081	
Transactions paid from incorrect fund			-	
Total Receipts	4,755,760	-	1,153,265	
Capital Outlay - ARFF Facility	112,500		175,158	155.70%
Capital Outlay - Demolition	40,000	-	-	0.00%
Capital Outlay - Glideslope Relocation	39,813		79,028	198.50%
Capital Outlay -Runway slope emprovement study	470,000	45,148	223,105	47.47%
Capital Outlay - Cargo Facility & Road Realignment	2,000,000	11,367	453,178	22.66%
Capital Outlay - Landside Property	135,000	-	-	0.00%
Capital Outlay - Reconstruct Ramp/Apron	2,137,360	14,667	143,081	6.69%
Project Management/Consulting Services	96,000	8,800	92,200	96.04%
Transfer Out	2,500,000		1,000,000	40.00%
Total Disbursements	7,530,673	79,982	2,165,750	28.76%
Ending Fund/Cash Balance	\$ (1,423,820)	\$ 202,321	\$ 202,321	

COOS COUNTY AIRPORT DISTRICT
 Budget Versus Actual Fund Summary
 For the Month and Year to Date - May 31, 2024

	Total Revised Budget	Actual		% of Budget
		May	Fiscal Year to Date	
Passenger Facility Charges (PFC) Fund				
Beginning Fund/Cash Balance	\$ 40,166	\$ 95,761	\$ 29,595	
Investment Earnings	-	-	-	
Passenger Facility Charges	83,000	7,287	73,453	88.50%
Total Receipts	<u>83,000</u>	<u>7,287</u>	<u>73,453</u>	
Transfer out to General Fund	120,000	-	-	0.00%
Total Disbursements	<u>120,000</u>	<u>-</u>	<u>-</u>	
Ending Fund/Cash Balance	<u>\$ 3,166</u>	<u>\$ 103,048</u>	<u>\$ 103,048</u>	

Unemployment Fund				
Beginning Fund/Cash Balance	\$ 57,196	\$ 62,149	\$ 57,196	
Transfer from General Fund			4,953	
Total Receipts	<u>-</u>	<u>-</u>	<u>4,953</u>	
Unemployment Claims	20,000			0.00%
Total Disbursements	<u>20,000</u>	<u>-</u>	<u>-</u>	
Ending Fund/Cash Balance	<u>\$ 37,196</u>	<u>\$ 62,149</u>	<u>\$ 62,149</u>	

BLM Facility Fund				
Beginning Fund/Cash Balance	\$ 229,688	\$ 909,017	\$ 253,571	
Lease Revenue	756,000	73,451	905,692	119.80%
Investment Earnings	-	2,218	5,565	
Reimbursement			-	
Miscellaneous	800,000		505,668	63.21%
Transactions paid from incorrect fund			-	
Total Receipts	<u>1,556,000</u>	<u>75,669</u>	<u>1,416,925</u>	
Materials and Services				
All but below	203,600	16,000	143,820	70.64%
HVAC and other major repairs	36,000	6,817	27,237	75.66%
Capital Outlay				
Gates			-	
BLM Improvements			-	
Debt Service	465,150	38,757	426,327	91.65%
Transfer Out	450,000		150,000	33.33%
Contingency				
Total Disbursements	<u>1,154,750</u>	<u>61,574</u>	<u>747,384</u>	
Ending Fund/Cash Balance	<u>\$ 630,938</u>	<u>\$ 923,112</u>	<u>\$ 923,112</u>	

COOS COUNTY AIRPORT DISTRICT
 Budget Versus Actual Fund Summary
 For the Month and Year to Date - May 31, 2024

	Total Revised Budget	Actual		% of Budget
		May	Fiscal Year to Date	
DHS Multi Services Campus Fund				
Beginning Fund/Cash Balance	\$ 559,190	\$ 1,020,990	\$ 709,340	
Lease revenue	1,581,053	263,756	1,581,056	100.00%
Investment Earnings	30,000	3,132	29,574	98.58%
Reimbursements & Cost Shares		2,117	23,017	
Finance charges - DHS CW & SS lease			-	
Transactions paid from incorrect fund			-	
Total Receipts	1,611,053	269,005	1,633,647	
Materials and Services	141,400	24,305	141,651	100.18%
Capital Outlay	5,000	-	-	0.00%
Debt Service				
OR Pacific Loan	139,032	11,585	127,435	91.66%
IFA Loan	819,800		819,796	100.00%
Transfer to General Fund	400,000	300,000	300,000	75.00%
Transfer to Building Reserve Fund	100,000	-	-	0.00%
Total Disbursements	1,605,232	335,890	1,388,882	86.52%
Ending Fund/Cash Balance	\$ 565,011	\$ 954,105	\$ 954,105	

BEC Fund - Business Enterprise Center				
Beginning Fund/Cash Balance	\$ 47,781	\$ 99,531	\$ 45,653	
BEC Rent Receipts	97,000	7,641	89,100	91.86%
Reimbursements & Cost Shares			-	
Insurance Proceeds			-	
Refundable Security Deposits			1,061	
Returned Check Fee			-	
Transactions paid from incorrect fund			-	
Total Receipts	97,000	7,641	90,161	
Materials and Services	51,350	4,235	32,877	64.03%
Return of Security Deposits			-	
Pass through expenses			-	
Transfer to General Fund	50,000	-	-	0.00%
Transfer to Building Fund	25,000	-	-	0.00%
Total Disbursements	126,350	4,235	32,877	
Ending Fund/Cash Balance	\$ 18,431	\$ 102,937	\$ 102,937	

COOS COUNTY AIRPORT DISTRICT
 Budget Versus Actual Fund Summary
 For the Month and Year to Date - May 31, 2024

	Total Revised Budget	Actual		% of Budget
		May	Fiscal Year to Date	
Building Reserve Fund				
Beginning Fund/Cash Balance	\$ 917,840	\$ 966,567	\$ 928,157	
Investment Earnings	15,000	4,257	42,667	284.45%
Transfer from BEC	25,000	-	-	0.00%
Transfer from BLM	50,000	-	-	0.00%
Transfer from DHS - APD	100,000	-	-	0.00%
Transfer from Construction	500,000	-	-	0.00%
Total Receipts	690,000	4,257	42,667	6.18%
Capital Outlay	-		-	
Transfer to General Fund			-	
Transfer to Construction Fund			-	
Total Disbursements	-	-	-	
Ending Fund/Cash Balance	\$ 1,607,840	\$ 970,824	\$ 970,824	

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/01/24	19366	Superior Construction Consulting Services	Const.	4,400.00
Total 05/01/24:				<u>4,400.00</u>
05/06/24	19367	Lincoln Financial	Gen	225.00
05/06/24	19368	American Family Life Assurance	Gen	118.82
05/06/24	DB20240506	VOYA/OSGP	Gen	100.00
05/06/24	19369	Ziplay Fiber	BLM	182.23
05/06/24	19370	Oregon Pacific Bank	DHS	11,585.21
05/06/24	19371	Ziplay Fiber	DHS	113.35
05/06/24	19372	Douglas Fast Net	Gen	235.52
05/06/24	19373	Quadient Finance USA Inc	Gen	200.00
05/06/24	19374	Ziplay Fiber	Gen	233.89
05/06/24	19375	Ziplay Fiber	Gen	65.43
05/06/24	19376	Ziplay Fiber	Gen	270.00
Total 05/06/24				<u>13,329.45</u>
05/09/24	19377	Cardmember Service	BLM	404.61
05/09/24	19378	Ardurra	Const.	71,182.07
05/09/24	19379	Cardmember Service	DHS	71.98
05/09/24	19380	Coastal Metal Works Inc	DHS	725.00
05/09/24	19381	Ace Hardware	Gen	150.22
05/09/24	19382	Bi-Mart Corporation	Gen	256.55
05/09/24	19383	Cardinal Employment Services	Gen	3,519.18
05/09/24	19384	Cardmember Service	Gen	2,265.45
05/09/24	19385	Coastal Paper & Supply	Gen	35.26
05/09/24	19386	Comfort Flow Heating	Gen	692.00
05/09/24	19387	Coos Head Builders Supply	Gen	87.66
05/09/24	19388	Farr's True Value Hardware	Gen	22.47
05/09/24	19389	Five Star Airport Alliance	Gen	131,663.38
05/09/24	19390	Golders Napa	Gen	8.98
05/09/24	19391	Industrial Source	Gen	252.14
05/09/24	19392	Industrial Steel & Supply	Gen	11.46
05/09/24	19393	Knife River Materials	Gen	334.00
05/09/24	19394	KVAL	Gen	2,075.00
05/09/24	19395	Mack's Saw Shop	Gen	25.00
05/09/24	19396	Melissa Cribbins, Attorney At Law	Gen	1,732.50
05/09/24	19397	O'Neills Overhead Doors	Gen	6,463.75
05/09/24	19398	Oregon Pacific Company	Gen	214.48
05/09/24	19399	Perkins Coie	Gen	1,276.96
05/09/24	19400	Perry's Supply	Gen	46.15
05/09/24	19401	Peterson Machinery Co	Gen	403.68
05/09/24	19402	Platt Electric	Gen	349.67
05/09/24	19403	Rodger Craddock	Gen	1,796.05
05/09/24	19404	Roto Rooter	Gen	80.00
05/09/24	19405	Schindler Elevator Corporation	Gen	2,154.01

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/09/24	19406	South Coast Development Council Inc	Gen	5,000.00
05/09/24	19407	South Coast Office Supply	Gen	68.27
05/09/24	19408	Southern Oregon Wireless Inc	Gen	1,700.00
05/09/24	19409	Special Districts Association of Oregon	Gen	111,202.11
05/09/24	19410	Stephanie Stroud CPA	Gen	300.00
05/09/24	19411	The Legend	Gen	350.00
05/09/24	19412	Travis Mickelson	Gen	276.49
05/09/24	19413	Ziplay Fiber	Gen	270.00
05/09/24	19414	Ziplay Fiber	Gen	450.00
Total 05/09/24				<u>347,916.53</u>
05/14/24	19415	Bell Turbo	Gen	987.89
Total 05/14/24				<u>987.89</u>
05/15/24	19416	Superior Construction Consulting Services	Const.	4,400.00
Total 05/15/24				<u>4,400.00</u>
05/17/24	19417	Vend West Services	BEC	15.00
05/17/24	19418	Comfort Flow	BLM	6,583.01
05/17/24	19419	Ace Hardware	Gen	133.15
05/17/24	19420	Bassett-Hyland Energy Corp.	Gen	202.68
05/17/24	19421	CnB Security Inc	Gen	600.00
05/17/24	19422	Cardinal Employment Services	Gen	1,915.20
05/17/24	19423	Comp-U-Talk Inc	Gen	525.50
05/17/24	19424	Coos Head Builder Supply	Gen	245.41
05/17/24	19425	Golders Napa	Gen	149.11
05/17/24	19426	HGE Architects Inc	Gen	10,588.00
05/17/24	19427	KEZI	Gen	1,170.00
05/17/24	19428	Les Schwab	Gen	49.96
05/17/24	19429	Mark Lane	Gen	2,418.00
05/17/24	19430	Mast Bros Enterprises INC	Gen	250.50
05/17/24	19431	Oregon Pacific Company	Gen	78.09
05/17/24	19432	Perry's Supply	Gen	214.83
05/17/24	19433	Peterson Machinery Co	Gen	246.33
05/17/24	19434	Rodger E Craddock	Gen	275.00
05/17/24	19435	Schindler Elevator Corporation	Gen	3,553.96
05/17/24	19436	Tom's Lock & Key	Gen	5.00
05/17/24	19437	Tower Ford	Gen	681.01
05/17/24	19438	Vend West Services	Gen	10.00
05/17/24	19439	Ziplay Fiber	Gen	483.06
Total 05/17/24:				<u>30,392.80</u>
05/20/24	19440	Lincoln Financial	Gen	225.00

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/20/24	19441	Tower Ford	Gen	45,328.44
Total 05/20/24:				45,553.44
05/21/24	DB20240521	VOYA/OSGP	Gen	100.00
Total 05/21/24:				100.00
05/23/24	19442	Platt Electric	BLM	40.08
05/23/24	19443	Ace Hardware	Gen	50.01
05/23/24	19444	Bassett-Hyland Energy Corp.	Gen	9.09
05/23/24	19445	Bay Cities Ambulance	Gen	1,040.00
05/23/24	19446	Cardinal Employment Services	Gen	1,915.20
05/23/24	19447	Golders Napa	Gen	21.60
05/23/24	19448	NW Natural	Gen	1,223.65
05/23/24	19449	NW Natural	Gen	77.04
05/23/24	19450	Platt Electric	Gen	182.35
05/23/24	19451	Tom's Lock & Key	Gen	12.00
05/23/24	19452	Waste Connections	Gen	19.00
05/23/24	19453	Ziplay Fiber	Gen	381.10
Total 05/23/24:				4,971.12
05/30/24	19454	CB-NB Water Board	BEC	208.75
05/30/24	19455	Coastal Paper & Supply	BEC	76.97
05/30/24	19456	CB-NB Water Board	BLM	845.63
05/30/24	19457	Ziplay Fiber	BLM	182.23
05/30/24	19458	Comfort Flow	DHS	3,389.00
05/30/24	19459	Ziplay Fiber	DHS	113.35
05/30/24	19460	Ace Hardware	Gen	93.94
05/30/24	19461	AirMedCare Network	Gen	60.00
05/30/24	19462	Cardinal Employment Services	Gen	1,894.85
05/30/24	19463	CB-NB Water Board	Gen	1,283.77
05/30/24	19464	Coos Head Builder Supply	Gen	30.73
05/30/24	19465	Five Star Airport Alliance	Gen	9,407.21
05/30/24	19466	Mack's Saw Shop	Gen	26.95
05/30/24	19467	McCowan Clinical Laboratory	Gen	1,860.00
05/30/24	19468	Oregon Pacific Company	Gen	28.85
05/30/24	19469	Quadient Finance USA Inc	Gen	119.97
05/30/24	19470	Standard Insurance Company	Gen	1,020.62
05/30/24	19471	Ziplay Fiber	Gen	239.69
05/30/24	19472	Ziplay Fiber	Gen	65.43
05/30/24	19473	Ziplay Fiber	Gen	270.00
Total 05/30/24:				21,217.94
Grand Total:				473,169.17

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/01/24	DB20240501	Carson-Davis Oil Company	Gen	2,114.03
05/01/24	DB20240501	Spectrum Business	Gen	362.62
Total 05/01/24:				<u>2,476.65</u>
05/03/24	DB20240503	North Bend Sanitation	Gen	758.04
05/03/24	DB20240503	North Bend Sanitation	BEC	605.13
05/03/24	DB20240503	North Bend Sanitation	BLM	307.77
05/03/24	DB20240503	North Bend Sanitation	BLM	307.77
Total 05/03/24:				<u>1,978.71</u>
05/06/24	DB20240508	Carson-Davis Oil Company	Gen	614.32
Total 05/06/24				<u>614.32</u>
05/07/24	DB20240507	NW Natural	Gen	219.47
Total 05/07/24:				<u>219.47</u>
05/09/24	DB20240509	U.S. Cellular	Gen	550.85
Total 05/09/24:				<u>550.85</u>
05/15/24	DB20240515	Banner Bank	Gen	84.08
Total 05/15/24:				<u>84.08</u>
05/20/24	DB20240520	Pacific Power	Gen	13,842.20
05/20/24	DB20240520	Pacific Power	BEC	829.78
05/20/24	DB20240520	Pacific Power	BLM	4,167.92
Total 05/20/24:				<u>18,839.90</u>
05/21/24	DB20240521	Pacific Power	Gen	26.51
Total 05/21/24:				<u>26.51</u>
05/28/24	DB20240528	Banner Bank	BLM	56,834.00
05/28/24	DB20240528	Carson-Davis Oil Company	Gen	772.74
Total 05/28/24:				<u>57,606.74</u>
05/31/21	DB20240531	Carson-Davis Oil Company	Gen	2,951.19

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/31/24	DB20240531	Spectrum Business	Gen	362.62
Total 05/31/24:				<u>3,313.81</u>
Grand Total:				<u>85,711.04</u>

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/06/24	DB20240506	Payroll 05/06/2024	Gen	36,641.66
05/06/24	DB20240506	Internal Revenue Service	Gen	11,620.30
05/06/24	DB20240506	Oregon Department of Revenue	Gen	3,277.98
05/06/24	DB20240506	PERS	Gen	12,329.75
Total 05/06/24:				<u>63,869.69</u>
05/20/24	DB20240520	Payroll 05/20/2024	Gen	36,254.37
05/20/24	DB20240520	Internal Revenue Service	Gen	11,448.80
05/20/24	DB20240520	Oregon Department of Revenue	Gen	3,246.26
05/20/24	DB20240520	PERS	Gen	12,370.91
Total 05/20/24:				<u>63,320.34</u>
Grand Total:				<u>127,190.03</u>

Check Issue Date	Check Number	Payee	Fund	Check Amount
05/02/24	DB20240502	Bankcard Merchant	Gen	547.59
05/02/24	DB20240502	Authnet Gateway Billing	Gen	17.25
Total 05/02/24:				<u>564.84</u>
Grand Total:				<u>564.84</u>

COOS COUNTY AIRPORT DISTRICT MAINTENANCE AND OPERATIONS REPORT

Thursday, June 27, 2024

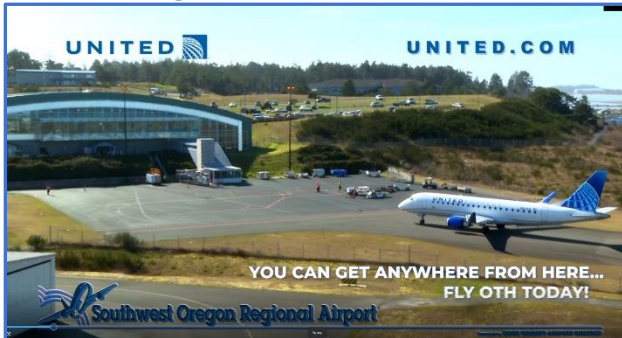
- On May 27th, the motor on a small fishing boat went out and the boat drifted over against the runway safety area (RSA). The passenger got out and waited with the boat for assistance. A report has been filed with the FAA.
- On June 14th, a late arriving passenger was checked in by the airline and proceeded through TSA to the gate. Upon arriving, he found that airline personnel were no longer present, and thus decided to push through the secure doors to head out toward the plane, resulting in a security alarm sounding. Reports from District, airline, and TSA staff have been completed.
- On June 15th, a vehicle was found to have driven off the end of Colorado Ave and over the embankment. Police were notified and the vehicle was towed. During the recovery of the vehicle, a homeless camp was also identified and removed from the area.
- On June 18th, a USCG helicopter reported that they'd lost maneuverability of the aircraft. An alert 2 was initiated, which is alert used when an aircraft is having major difficulties and a difficult or crash landing may be expected. In response, the airport operations manager instructed all 3 ARFF trucks to respond. The vehicles were all in place prior to the aircraft landing in case of a potential emergency. The aircraft was able to land without incident.
- Operations and Maintenance staff attended the required Wildlife Management training.
- Installation of the Airfield Generator is complete, and the unit is back in service. Administration staff worked with the Airport District's insurer to submit a claim, and was awarded partial reimbursement.
- Carpet replacement has been scheduled for the terminal basement offices and the Air Traffic Control Tower.
- Upon investigation of a reported leak from the ceiling at the Oregon State Police office, it was found that the HVAC unit was malfunctioning. Repairs have been made and water damage was repaired.
- The three HVAC units at BLM budgeted for replacement (1 from FYE 2024 and 2 from FYE 2025) will be installed beginning on June 24th.

- Annual testing of the backflow preventors was carried out. Five units failed, indicating that repairs are needed. These units will be tested again after repairs are completed.
- Water testing at the terminal and BLM was completed at the request of GSA. The water was found to be in compliance with GSA standards.
- Repairs were completed on the Coos Aviation and South Ramp gates.

COOS COUNTY AIRPORT DISTRICT PUBLIC INFORMATION OFFICER REPORT

June 21, 2024

Marketing and Communications



Advertising for peak season, Denver and San Francisco is in full swing. All commercial copy for Radio and Television has been updated to include Flying OTH round-trip and non-stop for DEN and SFO.

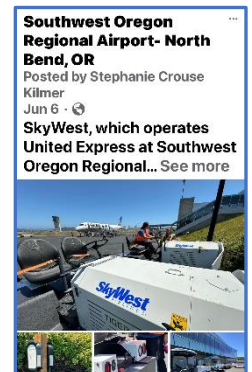
I have started to prepare for taping a new Television Commercial since much of the current video has very old footage in use. Some of it has been updated, but I am looking at updating the message and the visuals. Radio commercial copy running is focused generally on DEN and SFO.

Newsletter: The June Newsletter is scheduled to be released and will feature articles on the recent meeting with the consultant, staff, projects, and SkyWest news. Newsletter subscriptions continue to increase reaching just under 400. Parties have to opt-in to receive the newsletter, so it has slowed. Once a new website is launched, I will be able to target some marketing around signing up for the newsletter.

Social Media Advertising



Social media advertising includes both paid and organic methods on Facebook and Instagram. Our audience has grown slightly on Facebook; however, the Instagram account is outpacing Facebook adding 60 accounts last month.



Some of the highest insights came with a post regarding the Denver flights. The post reached 8800 people through boosting. The video played 69-thousand times. Another high-reach post was regarding SkyWest's electric baggage cart tugs.

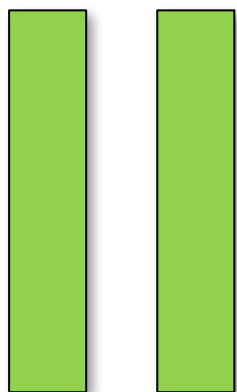
Website: We have started the process of updating the district's website. We have started gathering user information about what would work well in a new website and the features they'd like in a website. We also started collecting some photos. I hope when you have a moment you can look at our current site (www.flyoth.com) and let me know what you'd like to see as well. The early launch date for the new website could be later this summer. Email: stephanie@flyoth.com

Vend West has added a snack machine to the lower secure passenger area in the terminal. It has been well-received. With delays, it is the only way passengers who have been through TSA can get a snack or beverage. Three out of four machines communicate with Home Base to let them know the cycle of purchases which then initiates the need to move up servicing. The Airport during peak season is on a schedule for filling them two times per week.

Sound issues for the most part have been addressed. SkyWest indicates people appear to understand the messages and it is clear they can hear no matter how many people are in the terminal. In addition, we have received requests for some signage and power needs. I will be working with the Executive and Deputy Director on those in the future.

Business After Hours: We will host at the terminal July 11, 2024, at 5 pm. The focus is GA.

SECTION



EXECUTIVE
DIRECTOR'S
REPORT

COOS COUNTY AIRPORT DISTRICT BOARD MEETING

Thursday, June 27, 2024

7:30 a.m.

Coos County Airport District Board Room

CALL TO ORDER

INTRODUCTIONS

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III. ACTION ITEMS:

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C. Adopt Resolution 2024-06-03: CCAD Policy 7 - Airport District Budgeting	56-63
D. Approve Engaging HGE to Perform Design, Bidding, and Construction Administration for Terminal Breezeway Enclosure Project	64-75
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PUBLIC COMMENTS

CHAIRMAN & COMMISSIONER COMMENTS:

Next Regular Board Meeting July 25, 2024

ADJOURN TO EXECUTIVE SESSION

The Coos County Airport District will hold an executive session to conduct deliberations with persons designated by the governing body to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e).

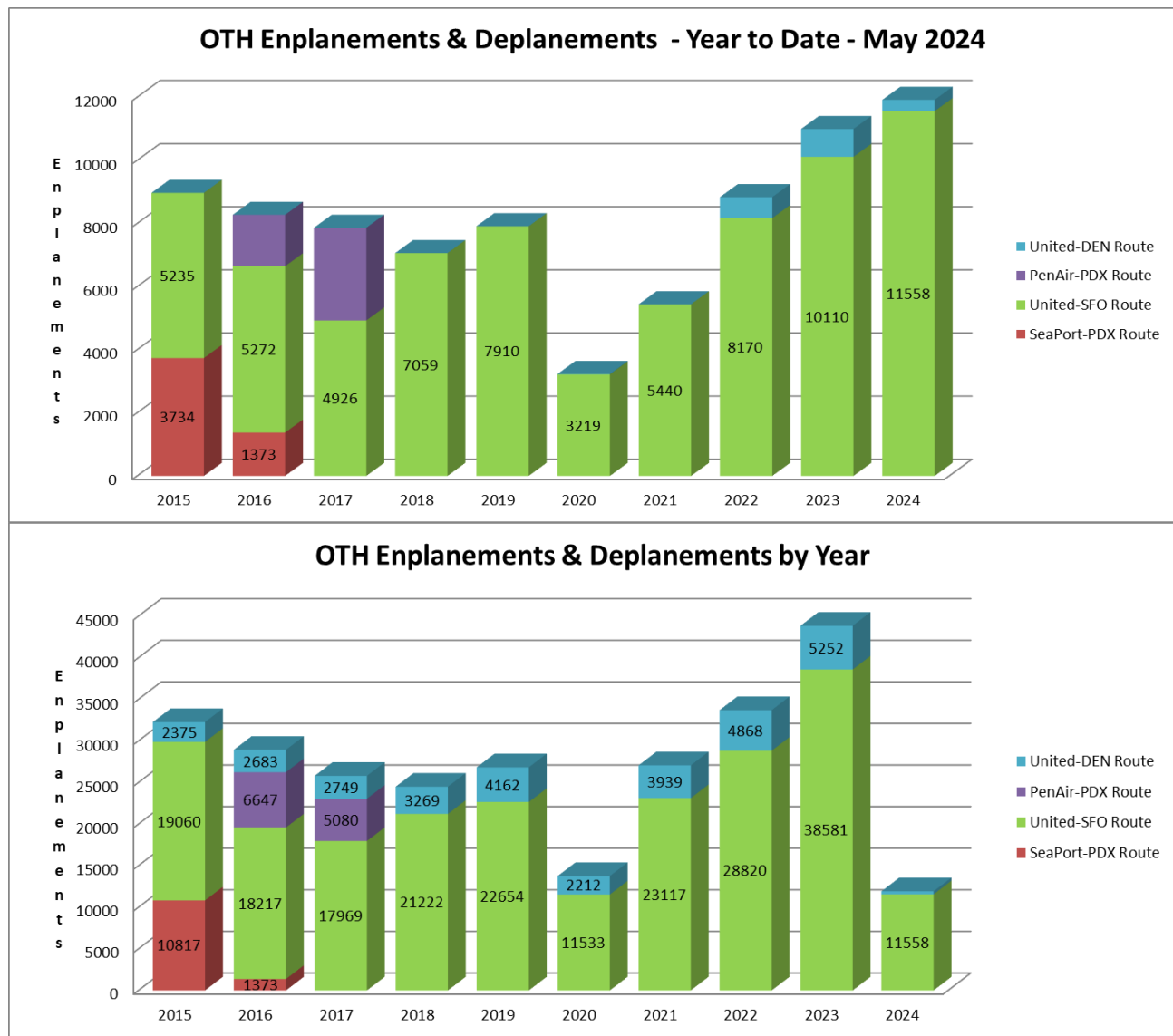
COOS COUNTY AIRPORT DISTRICT EXECUTIVE DIRECTOR'S REPORT

Thursday, June 27, 2024

Enplanements / Deplanements:

Airline service at Southwest Oregon Regional Airport has shown steady improvement. In the calendar year 2023, as depicted in the graph below, enplanements and deplanements surpassed previous years. Despite solid growth in 2023, 2024 is trending to perform even better. When comparing the first five months of 2024 against the same period in 2023, we have realized a nearly 9% increase.

Below you will find graphs depicting enplanement / deplanements by year as well as for the month of May:



General Aviation

Airport infrastructure serves not only commercial air service but also general aviation (GA). The bulk of services provided to the GA community, aside from airport infrastructure, come through Coos Aviation. CCAD staff tracks GA use of the airport from “out of county” users. While GA traffic fluctuates from year to year, we typically see more than 1,200 GA visitors annually. So far this year (January – May), we have had 381 “out of county” GA planes land here, which is nearly identical to last year’s numbers for the same period. GA traffic is expected to increase substantially during the coming summer months.

Auditing Services:

With the Board's approval, CCAD entered a professional services agreement with Umpqua Valley Financial LLC to provide annual auditing services. As the FY2023-24 fiscal year concludes at the end of the month, the initial fieldwork phase of the audit process is scheduled to begin the week of September 6, 2024.

Landscaping Services:

The Budget Committee approved the budget that included funding to engage a local firm(s) to assist CCAD with landscape maintenance services around the airport terminal and the two DHS facilities. Deputy Director Brittsan crafted a request-for-proposal (RFP) has been released and proposals are expected by July 17.



Closing Out the ARFF Project:



While the nearly 12,000-square-foot fire station was completed some time ago and has been in use for more than a year, the remaining project task is to complete the FAA grant closeout documents.

The cost of the project was nearly \$7 million, most of which, \$6.5 million, was funded by federal grants. Completing the closeout documents is a prerequisite to obtaining the final project reimbursement owed to CCAD (\$523,000).

Staff has been working with representatives from Mead and Hunt, the project engineers, and our program manager at the FAA to close out the project. On June 20th, all remaining closeout documents were submitted to the FAA for their review and approval.

Apron Reconstruction Design

The airport apron, originally constructed over 80 years ago during World War II, spans 300,000 square feet and plays a crucial role in facilitating safe and efficient aircraft operations. However, its age and outdated construction methods pose a significant risk, with visible signs of deterioration. A potential failure could disrupt access to vital facilities such as Reach Air Medical, the ARFF Station, the Main Hangar, and the Connect Oregon VIII-funded aircraft parking apron, thereby jeopardizing airport operations and emergency services.



The estimated cost to replace the entire apron stands at \$23 million. While I had reported in the past that CCAD has secured a little over \$2

million in federal grants to commence the replacement of select sections of the apron, last month I reported that we were advised that the FAA would be reducing this year's entitlement grants by 16.34%, resulting in a reduction of our entitlement grant by \$163,400. Additionally, they are limiting the release of this year's funding to just under 60% of the lowered amount, leaving us with \$509,732 in AIP funds due to contributing factors including budget rightsizing and the lack of reauthorization of FAA funding in Washington DC. I am happy to report that due to the recently reauthorized FAA funding, we will be receiving our full Airport Improvement Program funding.

Design plans have been completed for the reconstruction of phase 1 of the apron by Ardurra who also advertised to project for bids. While we received only one bid, the bid was below the engineer's project estimate.

Updated Boundary Survey

The airport property originally transferred to the City of North Bend in the late 1940s encompassed a larger area than its current size, with certain portions of land being surplus by the city several decades ago. Both the District and the FAA prioritize the need for an accurate boundary survey of District property.

As part of the scope of work for the Runway Safety Area (RSA) project, updating the boundary survey is included. The project is nearly complete which included the setting of survey pins and monuments ensuring that we have precise and up-to-date information regarding the boundaries of District property. It was identified that a portion of one of our runways was not properly recorded after the district was formed and ownership was transferred from the City of North Bend. Staff will be working to rectify the error in the coming months.

New Cargo Facility

With the Board's approval (3/25/24) the design phase for our new cargo facility has been initiated. Design plans are currently at 60% and it is anticipated they will be completed within the coming months which will allow us to undertake the project bid process.

The project is partly funded by a Connect Oregon grant. A portion of the initial grant has already been utilized for the construction of the new apron.



Glide Slope Relocation Evaluation

It has come to our attention that the current positioning of the glideslope shed at Southwest Oregon Regional Airport is not in compliance with FAA guidelines, as it is located too close to the runway relative to the permitted size of aircraft for landing operations. The FAA is presently assessing the feasibility of relocating the shed to ensure adherence to safety

regulations. Should relocation be deemed feasible, subsequent phases involving design and construction will follow suit.

Conversely, if relocation proves unfeasible, the FAA may grant an exception, allowing the glideslope shed to remain in its current location. Testing of the new Glide Slope equipment placement was conducted during the first week of April and testing data is being evaluated by FAA. It is unknown when the results of the testing will be released.

Runway Safety Area

The Runway Safety Area (RSA) located on the east side of Runway 5 currently does not meet FAA size requirements. We are currently in the design phase for the project, which we anticipate will be completed by September 2024. However, due to state regulations regarding in-water work, which limit activity to the period between October and February, we expect that the construction phase will not commence until late 2025.

Tarmac Breezeway Capital Improvement Project

The Coos County Airport District inaugurated the current terminal facility in 2008. Due to budget constraints, some elements of the original design were value-engineered to reduce costs. One significant change was the breezeway enclosure, which extends from the lower terminal to the tarmac. Originally designed with multiple doors, these were omitted, leaving six openings exposed to the elements.

This construction method has led to condensation forming and dripping onto the escalators, causing rust. Earlier this year, one escalator was out of service for several months due to corrosion. Additionally, portions of the metal-clad walls and roof show varying stages of rust and corrosion. The cost to repair the inoperable escalator was \$34K, while the estimated cost to replace both escalators and the elevator exceeds \$500K. Staff believes the best course of action is to address the corrosion on the enclosure, seal the openings, add a heating system, and insulate the walls.

In February 2024, the Board approved a scope of work with HGE Architects to undertake preliminary design efforts to enclose the breezeway and implement the above-mentioned improvements. HGE recently completed the pre-design and provided a ballpark estimate of the project, ranging between \$565,000 and \$695,000 (attached). HGE is ready to move forward to the final design phase. The cost of the final design effort is estimated at \$68,420.

Airport Master Plan Update

An airport master plan serves as a comprehensive roadmap for the long-term development of the airport. Key objectives of a master plan include:

- To provide a graphic representation of existing airport features, future airport development and anticipated land use.
- To establish a realistic schedule for implementation of the proposed development.
- To identify a realistic financial plan to support the development.
- To validate the plan technically and procedurally through investigation of concepts and alternatives on technical, economic and environmental grounds.
- To prepare and present a plan to the public that adequately addresses all relevant issues and satisfies local, state and federal regulations.
- To establish a framework for a continuous planning process.

The most recent Master Plan for CCAD was completed in 2013. FAA guidelines recommend evaluating plans every five years and updating them every seven to ten years. Given the elapsed time since our last update, updating the master plan has been included in FAA's recent capital improvement plan for CCAD, with a projected start date of 2025.

Emergency Generator Repair

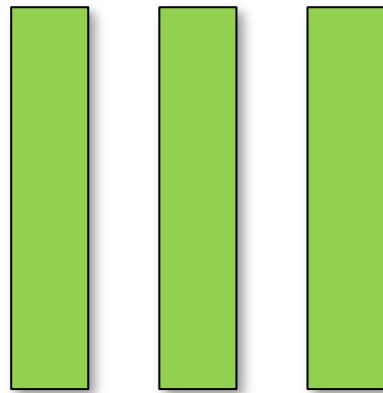
Following FAA mandates, CCAD has several generators strategically placed around the airport.

Earlier this year, the engine of our largest generator failed and required rebuilding. This generator is vital for supplying backup power to the old terminal, runway lighting, and navigation aids, making it imperative to address this issue promptly to maintain airport operations and safety. In April, the Board approved just over \$100,000 for the project. The project was recently completed, and the generator was placed back online.



While the engine was over 20 years old, it was meticulously maintained and serviced. Staff took a chance and submitted a claim to our insurer. After sending out a claim inspector, our insurer approved the claim and remitted \$76,846 to CCAD to help with project expenses.

SECTION



ACTION ITEMS

COOS COUNTY AIRPORT DISTRICT BOARD MEETING

Thursday, June 27, 2024

7:30 a.m.

Coos County Airport District Board Room

CALL TO ORDER

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PUBLIC COMMENTS

CHAIRMAN & COMMISSIONER COMMENTS:

Next Regular Board Meeting July 25, 2024

ADJOURN TO EXECUTIVE SESSION

The Coos County Airport District will hold an executive session to conduct deliberations with persons designated by the governing body to negotiate real property transactions. The executive session is being held pursuant to ORS 192.660(2)(e).

COOS COUNTY AIRPORT DISTRICT

ACTION REQUEST

DATE: June 27, 2024

SUBJECT: Resolution 2024-06-01: Adopting Fiscal Year 2024/2025 Budget and Certification of Tax Rate

BACKGROUND:

ORS 294.440 provides the Oregon Department of Revenue with the oversight role for budgeting of all local governments. Oregon's Budget Law sets out specific procedures that must be followed; among those is a requirement that the budget process be completed by June 30th, the day before the start of the fiscal year (FY) to which the budget applies. The District's budget process began in March 2024 with the following process:

- Established standard procedures for preparing;
- Encouraged citizen involvement in the preparation process;
- Provided a method for estimating revenues, expenses, ad proposed taxes; and
- Offered a way of outlining the programs and services provided by the District and the fiscal policy used to carry them out.

The FY 2024/2025 Budget for the Coos County Airport District has been prepared and approved by the District's Budget Committee, all citizen members appointed by the District's Commission. The FY 2024/2025 Budget is hereby submitted to the Commission with a recommendation for adoption and certification of a countywide tax rate of \$0.24 per \$1,000.

FISCAL IMPACT:

2024/2025 Fiscal Year Budget in the amount of \$20,683,609

LEGAL CONSIDERATION:

This item has been reviewed by legal counsel.

RECOMMENDATION:

Adopt Resolution 2024-06-01 adopting the FY 2024/2025 Budget, making appropriations, certification of the tax rate and the categorizing of the imposed taxes.

MOTION:

Motion to adopt Resolution 2024-06-01 adopting the FY 2024/2025 Budget, in the amount of \$20,683,609, the Certification of the Tax Rate at \$0.24 per \$1,000, categorized as General Government.

COOS COUNTY AIRPORT DISTRICT

In the Matter of the Adoption of the
Fiscal Year 2024/2025 Budget and
Certification of Tax Rate

Resolution 2024-06-01

BE IT RESOLVED that the Board of Commissioners of the Coos County Airport District hereby adopts the budget for the 2024/2025 Fiscal Year in the sum of \$20,683,609, now on file at the District Office, located at 1100 Airport Lane, North Bend, Oregon; and,

BE IT FURTHER RESOLVED that the Board of Commissioners of the Coos County Airport District hereby imposes the taxes provided for in the adopted budget at the tax rate of \$0.24 per \$1,000.00 of assessed value for operations, and that these taxes are hereby imposed and categorized under general government limitations for the tax year 2024/2025 upon the assessed value of all property within the District; and,

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2024 and for the purposes shown below are appropriated as follows:

General Fund		<u>Total</u>
Operations.....	5,077,023	
Debt Service.....	127,470	
Transfers to other Funds.....	1,785,740	
Contingency.....	<u>184,759</u>	7,174,992
 PFC Fund		
Transfer to other Funds.....	<u>80,000</u>	80,000
 BLM Facility Fund		
Operations.....	344,471	
Debt Service.....	465,150	
Transfer to other Funds.....	600,000	
Contingency.....	<u>248,916</u>	1,658,537

BEC Fund		<u>Total</u>
Operations.....	44,410	
Transfer to other Funds.....	75,000	
Contingency.....	<u>12,253</u>	131,663
 DHS Fund		
Operations.....	225,878	
Debt Service.....	957,323	
Transfer to other Funds.....	550,000	
Contingency.....	<u>141,708</u>	1,874,909
 Construction Fund		
Operations.....	<u>7,790,875</u>	7,790,875
 Unemployment Fund		
Personnel Services.....	<u>20,000</u>	20,000
 Building Reserve Fund		
Transfer to Other Funds.....	500,000	500,000
 TOTAL APPROPRIATIONS, ALL FUNDS.....		19,230,976
 TOTAL UNAPPROPRIATED AND RESERVE AMOUNTS, ALL FUNDS.....		1,452,633
 TOTAL Adopted Budget		<u>20,683,609</u>

ADOPTED by the Board of Commissioners of the Coos County Airport District this 27th day June of 2024.

Jason Bell, Chair

Joe Benetti, Vice-Chair

COOS COUNTY AIRPORT DISTRICT

ACTION REQUEST

DATE: June 27, 2024

SUBJECT: Resolution 2024-06-02

BACKGROUND:

On December 18, 2003 the Board of Commissioners of the Coos County Airport District (CAAD) enacted the Policies, Rules and Regulations governing the use and operation of what is now known as the Southwestern Oregon Regional Airport. Among those policies included Policy 6: Public Contracts.

The policy has been reviewed by both the Executive Director and the CCAD Attorney who find that Policy 6: Public Contracts needs to be amended. Proposed changes, along with some grammatical corrections, to Policy 6 are attached in both legislative format and a clean amended copy.

The proposed amendment can be implemented with the adoption of Resolution 2024-06-02.

FISCAL IMPACT:

None

LEGAL CONSIDERATION:

This item has been reviewed by legal counsel.

RECOMMENDATION:

If it pleases the Board, adopt Resolution 2024-06-02.

MOTION:

Motion to adopt Resolution 2024-06-02, amending CCAD Policy 6: Public Contracts.

CHAPTER 6: PUBLIC CONTRACTS

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POLICY 6.1: ESTABLISHMENT OF A LOCAL CONTRACT REVIEW BOARD AND ESTABLISHING RULES AND REGULATIONS

A. A local contract review board is created and the Board of Commissioners is designated as the contract review board (LCRB) for the Coos County Airport District ("District" or "CCAD").

ESTABLISHMENT OF RULES AND REGULATIONS OF THE LOCAL CONTRACT REVIEW BOARD

(1) **Model Rules of the Attorney General.** There are hereby adopted by reference the model rules prepared by the Oregon Attorney General, as they now exist or may hereafter be amended, relating to Public Bidding (OAR 137-039047-000) and the Public Improvement Contracts (OAR 137-049-049100), which are applicable to units of local government and which are not inconsistent with any of the local rules contained in this or subsequent resolutions of the Local Contract Review Board. No other model rules of the Attorney General are adopted.

(2) **Contracts Exempt from Competitive Bidding.** The Local Contract Review Board (the "BoardLCRB") hereby exempts certain classes of public contracts from the requirement that such contracts be let by competitive bids, and for such purpose finds that it is unlikely that such exemptions will encourage favoritism in the awarding of public contracts, or substantially diminish competition for such contracts, and that the awarding of public contracts pursuant to such exemptions will result in substantial cost savings, giving due consideration to the type, cost, amount of the contract, number of available bidders and other related matters. Contracts are exempted as follows:

- (a) Contracts made with other public agencies;
- (b) Contracts for personal services in which the type or quality of the services vary depending on the training, skill and experience of the provider;
- (c) Contracts where the rate or price is established by a regulatory authority;
- (d) Copyrighted, trademarked, trade secret or patented materials where there is only one available supplier;
- (e) The purchase of advertising;
- (f) The purchase of required goods or services under a requirement contract of not more than two-years duration, which is awarded on the basis of competitive bids;
- (g) The investment of public funds or the borrowing of funds made pursuant to resolution or law;
- (h) Insurance contracts;
- (i) Contracts for which there is only one seller of a product of the quality required, or for which the efficient utilization of existing equipment or supplies requires specifications of a compatible products for which there is only one seller;
- (i) Products or services that support existing software or data exchange that are required for compatibility to existing equipment;

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~~(j)~~(k) Contracts for equipment, materials or services for which there are a limited number of suppliers, all of whom have been identified, and all of whom are given actual notice of bid opening, or are asked to supply competitive quotes.

~~(k)~~(l) Contracts under \$50,000, provided that if such contract is over \$20,000 but less than \$50,000, then two or more competitive quotes shall be obtained.

~~(j)~~(m) Authorized additions, changes or amendments to an existing contract for materials, services or both.

~~(m)~~(n) Contracts for equipment, materials and/or services which are not available in sufficiently uniform quality, function or characteristics to be adequately compared by price alone; and, in such case, proposals may be solicited and compared for the selection of the most advantageous to the District.

~~(m)~~(o) If capabilities, performance or qualities are not substantially equal, then proposals may be requested and evaluated in comparison with price.

~~(e)~~(p) If the capabilities of bidders are of primary importance, then a bidder may be selected on the basis of capabilities and the price negotiated with such bidder.

(3) Emergency Authorizations.

(a) Emergency Contracts up to \$100,000. The ~~Board~~-LCRB may let public contracts without competitive procurement if an emergency exists. For the purposes of this rule, an emergency consists of circumstances creating an unforeseen and substantial risk of loss or damage to property, a significant interruption of governmental services or a threat to public health or safety which requires prompt execution of a contract to remedy the condition.

(1) The Executive Director may declare an emergency, which shall authorize the Coos County Airport District to enter into an emergency contract with a price up to \$100,000. The Executive Director must make written findings describing the emergency conditions necessitating prompt execution of the contract.

(2) Any contract awarded under this exemption shall be awarded within 60 days following declaration of the emergency unless an extension is granted by the ~~Board~~-LCRB.

(b) Emergency Contracts in Excess of \$100,000. The ~~Board~~-LCRB may enter into public contracts in excess of \$100,000 without competitive bidding when circumstances that could not reasonably be anticipated necessitate the prompt establishment and performance of the contract in order to preserve public funds, property, or the uninterrupted provision of government services. In exercising its authority under this exemption, the ~~Board~~-LCRB shall:

(1) The ~~Board~~-LCRB may declare an emergency, which shall authorize the ~~Coos County Airport~~ District to enter into an emergency contract with a price in ~~Excess~~ excess of \$100,000. The ~~Board~~-LCRB must make written findings describing the emergency conditions necessitating prompt execution of the contract.

- (2) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;
- (3) Make written findings describing the circumstances that require the prompt performance of the contract, and of the harm anticipated to result from failing to establish the contract on an expedited basis;
- (4) Make specific finding of the measures taken under Subsection (42) of this section to encourage competition, the amounts of the quotes or proposals obtained, if any, and the reason for selecting the particular contractor.

(5) Following the declaration of emergency, the Executive Director or his/her designee shall immediately prepare a Resolution for approval of the emergency procurement contract by the Board at its next regularly scheduled session, or as soon as practical. Such contract shall be added to the regular agenda of the [Coos County Airport District CCAD](#) Board without the need for approval for its inclusion on the agenda. If the Board adopts the Resolution, the Board will pay for the work required by the emergency procurement contract. —If the CCAD Board disapproves the Resolution, the Board will only pay for work performed prior to the date the Board considered the Resolution for approval. If for any reason presentation of the Resolution to the CCAD Board is delayed, the Board still will only be liable for work performed prior to the time the Resolution was first presented to the [Board of CommissionersCCAD Board](#).

- (c) No contract shall be let pursuant to this section in the absence of a substantial risk of loss, damage, or interruption of services that would occur if contract award awaited the time necessary, given the complexity of the project, to solicit, receive and analyze bids or proposals.

(4) **Special Exemptions.** The Board may grant a special exemption from competitive bidding requirements when the contract does not fall within one of the classes exempted under these rules after there has been submitted to the Board a written request for such exemption specifying the reasons for the request, and the procedure proposed to be used in letting the contract. Such specific exemption may be granted if the Board finds that the lack of competitive bids will not result in favoritism, or will not substantially diminish competition in awarding the contract, and that such exemption will result in substantial cost savings. In making such finding, the Board may consider the type, cost, amount of the contract, number of persons available to bid, and such other factors as the Board may deem appropriate.

(5) **Use of Brands in Specifications.** Specifications for a contract shall not require any product by brand name or mark, nor the product of any particular manufacturer or seller except as otherwise provided in this policy, but this provision shall not be construed to prevent reference in the specifications to a particular product as a description of the type of item required. In addition to any other exemptions provided by the policy, the purchase by brand name may be made whenever the contracting officer of body finds any of the following circumstances to exist:

- (a) It is unlikely that such exemption will encourage favoritism in the awarding of the contract or substantially diminish competition;

- (b) The specifications of a product by brand name or make, or the product by a particular manufacturer or seller, would result in substantial cost savings;
 - (c) There is only one manufacturer or seller of the product of the quality required;
 - (d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.
- (6) **Reenactment and Amendment of Regulations.** This policy reenacts and amends previous rules and regulations of the Local Contract Review Board in compliance with the Oregon Laws of 1999.

FINDINGS IN SUPPORT OF EXEMPTIONS TO BIDDING REQUIREMENTS FOR PUBLIC CONTRACTS OF THE COOS COUNTY AIRPORT DISTRICT

The Board of Commissioners, acting as the Local Contract Review Board for the Coos County Airport District, adopts the following findings in support of exemptions from competitive bidding requirements of the public contracting law. The paragraph designations of the following findings correspond with the paragraph of exemptions in the policy of the [Board LCRB](#).

- (a) Intergovernmental or other agreements made with public bodies are of such nature that competitive bidding among public bodies would not be appropriate.
- (b) Oregon Law specifically authorizes exemptions for personal services and the defining of the types of services to be subject to exemption may be defined in local rules.
- (c) Where a regulatory authority establishes the pricing, it would be wasteful of public funds to advertise for bids.
- (d) It would waste public funds to advertise where there is only one supplier because of patents, [trademarks](#), [trade secrets](#) or copyrights.
- (e) Amounts charged for legal advertising are set by law, and there is little choice as to the media to be used.
- (f) The purpose of requirement contracts is to avoid having many bids for the same items or services to supply the needs of the District over a year or two. The District is not required to purchase any particular quantity, but the price for what is to be ordered is set by competitive bidding for one or two years.
- (g) Investment of District funds is regulated by law, and it would be an unnecessary cost to advertise for bids in making investments.
- (h) There is a lack of uniformity of policy provisions and coverage, as well as limited markets for some types of insurance, making it impractical to have competitive bids.
- (i) When there is only one supplier of a product having the required specifications, it would be wasteful to advertise for bids.
- (j) There is a need to ensure uniformity and communication between new equipment and existing software or data exchange that are required for compatibility to existing equipment.

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(j)

(j)(k) If all suppliers of a product or service are identified and notified to submit bids or quotes, then advertising is an unnecessary cost.

(k)(l) Because of the relative costs of preparing detailed specifications, contract documents and advertising, there needs to be a dollar limit on the use of competitive bidding. Limits of \$20,000 for competitive quotes and \$50,000 for competitive bids are reasonable.

(j)(m) When a contract is made by bids or quotes under the rules, and it is necessary to increase or extend the required materials or services, then use of the contracted prices, the avoidance of the cost of re-bidding or of mobilization by a contract make it advantageous to attempt to expand the existing contract by negotiation or change order.

(m) (n) (o) Some types of products may allow substantially different approaches, systems, equipment or processes to accomplish the desired result. Because of this, it may be an advantage to allow the competing contractors to design a system or project and offer it at a set-price rate. It is sometimes advantageous to have contractors evaluate on both capabilities and price. If the capabilities of the contractor are the most important factor, then it may be prudent to select the contract first, and then negotiate the rate or price.

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POLICY 6.2: APPOINTMENT OF AIRPORT DISTRICT BOARD OF COMMISSIONERS' PROFESSIONAL SERVICES CONTRACTORS

A. **APPOINTMENT.** It is the policy of the Coos County Airport District that the Airport's consultants, which may include, but ~~is does not require and is~~ not limited to, Attorney of Record, Auditor of Record, Insurance Agent of Record, Architect of Record, and Engineer of Record, shall be appointed to advise the Board of Commissioners and the Airport Executive Director.

An appointment shall be ~~for two years. Two appointments may be given for a total of four years. The last appointment may be extended for one (1) year. Appointments shall be made by~~ with a majority vote of the Board of Commissioners at a regular monthly meeting.

Either party may reopen contracts in the month of February of any year. Either party, before March 15, may give notice to terminate the contract effective June 30th of the next year.

When an appointment is not extended, the Board of Commissioners will direct the Airport ~~Manager~~ Executive Director to prepare criteria for consultant services for the Board of Commissioners' approval and to solicit proposals from firms or individuals desiring to provide consultant services.

This policy does not prevent the Board of Commissioners from taking action to revoke the appointment of the consultant at any time without cause upon affirmative vote of three (3) members of the Board of Commissioners at a regular meeting.

B. ~~ADMINISTRATIVE PROCEDURE~~ **LOWEST BID NOT REQUIRED** FOR APPOINTMENT OF BOARD OF COMMISSIONERS' CONSULTANTS

~~In order to stagger the termination dates of contracts with consultants and to implement Board policy, the following procedure will be followed:~~

~~1. All contracts with the present consultants will be in effect until January 1, unless the Board chooses to revoke the appointments without cause with a three fifths vote.~~

~~2. Contracts may be reopened by either party for consideration of fees in February of any year. At that time, either party may give notice to terminate the contract effective June 30th of the next year.~~

~~3. By lottery at the end of June, at the Board of Commissioners' meeting, the consultants will be selected. The first consultant will have a contract until June 30th (ending two years after selection); the second consultant will have a contract until September 30th (ending two years after selection); the third consultant will have a contract until December 31st (ending two years after selection); and the fourth consultant will have a contract until March 31st (ending two years after selection).~~

4. The Airport District CCAD is not obligated to award professional services contracts to the lowest bidder, since the proposals are evaluated for things other than qualifications and the price they are requesting for the service.

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POLICY 6.3: AIRPORT DISTRICT POLICY FOR CAPITAL IMPROVEMENTS

The Coos County Airport District CCAD capital improvement projects will be carried out by the Airport under the following policies and procedures:

1. All construction projects will be engineered and designed by duly licensed and qualified engineers and/or architects.
2. The Board of Commissioners shall review and approve all plans and specifications prior to a call for bids.
3. The Airport District will cause inspection of the construction to be performed by qualified and responsible personnel.
4. Procedures involved in authorizing and contracting for improvement projects will comply with Oregon law and the rules and regulations of the Local Contract Review Board of the Airport District.
5. Exceptions to rules and policies permitted by law or regulation may be exercised only by the Airport District Board of Commissioners or by the Board of Commissioners acting as the Local Contract Review Board.

POLICY 6.4: DELEGATION AND LIMITATION OF AUTHORITY:

A. CONTRACTING PROCEDURES. To the extent permitted, and not limited, by public contracting laws, regulations and policies of the State of Oregon and the Coos County Airport District, the Executive Director ~~of the airport~~ shall carry out the procedures required for the letting of public contracts for purchases, improvements and services; and the Executive Director may delegate to other airport officials such functions for specific projects.

B. AWARDING OF CONTRACTS. The Executive Director may award contracts under \$50,000 ~~in~~ for projects authorized by the Board of Commissioners, and may authorize individual budgeted

purchases up to ~~\$25,000~~ 75,000, but contracts and purchases in excess of such amounts must be authorized or ratified by the [Board of Commissioners at their next regularly scheduled meeting](#). ~~In-For~~ projects authorized by the [Board of Commissioners](#), contracts for personal services may be awarded by the Executive Director up to \$25,000.

- C. CHANGE ORDERS. Change orders ~~in-to~~ carrying out construction contracts may be authorized by the Executive Director if they do not change the scope or nature of the project and do not require the transfer, appropriation or authorization of additional funds greater than 10% of the project. Change orders requiring additional funds or changing the scope or nature of the project shall be authorized or ratified by the [Board of Commissioners](#).

CHAPTER 6: PUBLIC CONTRACTS

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POLICY 6.1: ESTABLISHMENT OF A LOCAL CONTRACT REVIEW BOARD AND ESTABLISHING RULES AND REGULATIONS

- A. A local contract review board is created and the Board of Commissioners is designated as the contract review board (LCRB) for the Coos County Airport District (“District” or “CCAD”).

ESTABLISHMENT OF RULES AND REGULATIONS OF THE LOCAL CONTRACT REVIEW BOARD

- (1) **Model Rules of the Attorney General.** There are hereby adopted by reference the model rules prepared by the Oregon Attorney General, as they now exist or may hereafter be amended, relating to Public Bidding (OAR 137-047-000) and the Public Improvement Contracts (OAR 137-049-100), which are applicable to units of local government and which are not inconsistent with any of the local rules contained in this or subsequent resolutions of the Local Contract Review Board. No other model rules of the Attorney General are adopted.
- (2) **Contracts Exempt from Competitive Bidding.** The Local Contract Review Board (the “LCRB”) hereby exempts certain classes of public contracts from the requirement that such contracts be let by competitive bids, and for such purpose finds that it is unlikely that such exemptions will encourage favoritism in the awarding of public contracts, or substantially diminish competition for such contracts, and that the awarding of public contracts pursuant to such exemptions will result in substantial cost savings, giving due consideration to the type, cost, amount of the contract, number of available bidders and other related matters. Contracts are exempted as follows:
- (a) Contracts made with other public agencies;
 - (b) Contracts for personal services in which the type or quality of the services vary depending on the training, skill and experience of the provider;
 - (c) Contracts where the rate or price is established by a regulatory authority;
 - (d) Copyrighted, trademarked, trade secret or patented materials where there is only one available supplier;
 - (e) The purchase of advertising;
 - (f) The purchase of required goods or services under a requirement contract of not more than two-years duration, which is awarded on the basis of competitive bids;
 - (g) The investment of public funds or the borrowing of funds made pursuant to resolution or law;
 - (h) Insurance contracts;
 - (i) Contracts for which there is only one seller of a product of the quality required, or for which the efficient utilization of existing equipment or supplies requires specifications of a compatible products for which there is only one seller;
 - (j) Products or services that support existing software or data exchange that are required for compatibility to existing equipment;

- (k) Contracts for equipment, materials or services for which there are a limited number of suppliers, all of whom have been identified, and all of whom are given actual notice of bid opening, or are asked to supply competitive quotes;
- (l) Contracts under \$50,000, provided that if such contract is over \$20,000 but less than \$50,000, then two or more competitive quotes shall be obtained;
- (m) Authorized additions, changes or amendments to an existing contract for materials, services or both;
- (n) Contracts for equipment, materials and/or services which are not available in sufficiently uniform quality, function or characteristics to be adequately compared by price alone; and, in such case, proposals may be solicited and compared for the selection of the most advantageous to the District;
- (o) If capabilities, performance or qualities are not substantially equal, then proposals may be requested and evaluated in comparison with price.
- (p) If the capabilities of bidders are of primary importance, then a bidder may be selected on the basis of capabilities and the price negotiated with such bidder.

(3) Emergency Authorizations.

- (a) Emergency Contracts up to \$100,000. The LCRB may let public contracts without competitive procurement if an emergency exists. For the purposes of this rule, an emergency consists of circumstances creating an unforeseen and substantial risk of loss or damage to property, a significant interruption of governmental services or a threat to public health or safety which requires prompt execution of a contract to remedy the condition.
 - (1) The Executive Director may declare an emergency, which shall authorize the Coos County Airport District to enter into an emergency contract with a price up to \$100,000. The Executive Director must make written findings describing the emergency conditions necessitating prompt execution of the contract.
 - (2) Any contract awarded under this exemption shall be awarded within 60 days following declaration of the emergency unless an extension is granted by the LCRB.
- (b) Emergency Contracts in Excess of \$100,000. The LCRB may enter into public contracts in excess of \$100,000 without competitive bidding when circumstances that could not reasonably be anticipated necessitate the prompt establishment and performance of the contract in order to preserve public funds, property, or the uninterrupted provision of government services. In exercising its authority under this exemption, the LCRB shall:
 - (1) The LCRB may declare an emergency, which shall authorize the District to enter into an emergency contract with a price in excess of \$100,000. The LCRB must make written findings describing the emergency conditions necessitating prompt execution of the contract.

- (2) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods or services;
 - (3) Make written findings describing the circumstances that require the prompt performance of the contract, and of the harm anticipated to result from failing to establish the contract on an expedited basis;
 - (4) Make specific finding of the measures taken under Subsection (2) of this section to encourage competition, the amounts of the quotes or proposals obtained, if any, and the reason for selecting the particular contractor.
 - (5) Following the declaration of emergency, the Executive Director or his/her designee shall immediately prepare a Resolution for approval of the emergency procurement contract by the Board at its next regularly scheduled session, or as soon as practical. Such contract shall be added to the regular agenda of the CCAD Board without the need for approval for its inclusion on the agenda. If the Board adopts the Resolution, the Board will pay for the work required by the emergency procurement contract. If the CCAD Board disapproves the Resolution, the Board will only pay for work performed prior to the date the Board considered the Resolution for approval. If for any reason presentation of the Resolution to the CCAD Board is delayed, the Board still will only be liable for work performed prior to the time the Resolution was first presented to the CCAD Board.
- (c) No contract shall be let pursuant to this section in the absence of a substantial risk of loss, damage, or interruption of services that would occur if contract award awaited the time necessary, given the complexity of the project, to solicit, receive and analyze bids or proposals.
- (4) **Special Exemptions.** The Board may grant a special exemption from competitive bidding requirements when the contract does not fall within one of the classes exempted under these rules after there has been submitted to the Board a written request for such exemption specifying the reasons for the request, and the procedure proposed to be used in letting the contract. Such specific exemption may be granted if the Board finds that the lack of competitive bids will not result in favoritism or will not substantially diminish competition in awarding the contract, and that such exemption will result in substantial cost savings. In making such finding the Board may consider the type, cost, amount of the contract, number of persons available to bid, and such other factors as the Board may deem appropriate.
 - (5) **Use of Brands in Specifications.** Specifications for a contract shall not require any product by brand name or mark, nor the product of any particular manufacturer or seller except as otherwise provided in this policy, but this provision shall not be construed to prevent reference in the specifications to a particular product as a description of the type of item required. In addition to any other exemptions provided by the policy, the purchase by brand name may be made whenever the contracting officer of body finds any of the following circumstances to exist:
 - (a) It is unlikely that such exemption will encourage favoritism in the awarding of the contract or substantially diminish competition;
 - (b) The specifications of a product by brand name or make, or the product by a particular manufacturer or seller, would result in substantial cost savings;

- (c) There is only one manufacturer or seller of the product of the quality required;
 - (d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.
- (6) **Reenactment and Amendment of Regulations.** This policy reenacts and amends previous rules and regulations of the Local Contract Review Board in compliance with the Oregon Laws of 1999.

FINDINGS IN SUPPORT OF EXEMPTIONS TO BIDDING REQUIREMENTS FOR PUBLIC CONTRACTS OF THE COOS COUNTY AIRPORT DISTRICT

The Board of Commissioners, acting as the Local Contract Review Board for the Coos County Airport District, adopts the following findings in support of exemptions from competitive bidding requirements of the public contracting law. The paragraph designations of the following findings correspond with the paragraph of exemptions in the policy of the LCRB.

- (a) Intergovernmental or other agreements made with public bodies are of such nature that competitive bidding among public bodies would not be appropriate.
- (b) Oregon Law specifically authorizes exemptions for personal services and the defining of the types of services to be subject to exemption may be defined in local rules.
- (c) Where a regulatory authority establishes the pricing, it would be wasteful of public funds to advertise for bids.
- (d) It would waste public funds to advertise where there is only one supplier because of patents, trademarks, trade secrets or copyrights.
- (e) Amounts charged for legal advertising are set by law, and there is little choice as to the media to be used.
- (f) The purpose of requirement contracts is to avoid having many bids for the same items or services to supply the needs of the District over a year or two. The District is not required to purchase any particular quantity, but the price for what is to be ordered is set by competitive bidding for one or two years.
- (g) Investment of District funds is regulated by law, and it would be an unnecessary cost to advertise for bids in making investments.
- (h) There is a lack of uniformity of policy provisions and coverage, as well as limited markets for some types of insurance, making it impractical to have competitive bids.
- (i) When there is only one supplier of a product having the required specifications, it would be wasteful to advertise for bids.
- (j) There is a need to ensure uniformity and communication between new equipment and existing software or data exchange that are required for compatibility to existing equipment.

- (k) If all suppliers of a product or service are identified and notified to submit bids or quotes, then advertising is an unnecessary cost.
- (l) Because of the relative costs of preparing detailed specifications, contract documents and advertising, there needs to be a dollar limit on the use of competitive bidding. Limits of \$20,000 for competitive quotes and \$50,000 for competitive bids are reasonable.
- (m) When a contract is made by bids or quotes under the rules, and it is necessary to increase or extend the required materials or services, then use of the contracted prices, the avoidance of the cost of re-bidding or of mobilization by a contract make it advantageous to attempt to expand the existing contract by negotiation or change order.
- (n) (o) Some types of products may allow substantially different approaches, systems, equipment or processes to accomplish the desired result. Because of this, it may be an advantage to allow the competing contractors to design a system or project and offer it at a set-price rate. It is sometimes advantageous to have contractors evaluates on both capabilities and price. If the capabilities of the contractor are the most important factor, then it may be prudent to select the contract first, and then negotiate the rate or price.

POLICY 6.2: APPOINTMENT OF AIRPORT DISTRICT BOARD OF COMMISSIONERS' PROFESSIONAL SERVICES CONTRACTORS

- A. APPOINTMENT. It is the policy of the Coos County Airport District that the Airport's consultants, which may include, but does not require and is not limited to, Attorney of Record, Auditor of Record, Insurance Agent of Record, Architect of Record, and Engineer of Record, shall be appointed to advise the Board of Commissioners and the Airport Executive Director.

An appointment shall be made by a majority vote of the Board of Commissioners at a regular monthly meeting.

Either party may reopen contracts in the month of February of any year. Either party, before March 15, may give notice to terminate the contract effective June 30th of the next year.

When an appointment is not extended, the Board of Commissioners will direct the Airport Executive Director to prepare criteria for consultant services for the Board of Commissioners' approval and to solicit proposals from firms or individuals desiring to provide consultant services.

This policy does not prevent the Board of Commissioners from taking action to revoke the appointment of the consultant at any time without cause upon affirmative vote of three (3) members of the Board of Commissioners at a regular meeting.

- B. LOWEST BID NOT REQUIRED FOR APPOINTMENT OF BOARD OF COMMISSIONERS' CONSULTANTS

CCAD is not obligated to award professional services contracts to the lowest bidder, since the proposals are evaluated for things other than qualifications and the price they are requesting for the service.

POLICY 6.3: AIRPORT DISTRICT POLICY FOR CAPITAL IMPROVEMENTS

The CCAD capital improvement projects will be carried out by the Airport under the following policies and procedures:

1. All construction projects will be engineered and designed by duly licensed and qualified engineers and/or architects.
2. The Board of Commissioners shall review and approve all plans and specifications prior to a call for bids.
3. The District will cause inspection of the construction to be performed by qualified and responsible personnel.
4. Procedures involved in authorizing and contracting for improvement projects will comply with Oregon law and the rules and regulations of the Local Contract Review Board of the District.
5. Exceptions to rules and policies permitted by law or regulation may be exercised only by the District Board of Commissioners or by the Board of Commissioners acting as the Local Contract Review Board.

POLICY 6.4: DELEGATION AND LIMITATION OF AUTHORITY:

- A. CONTRACTING PROCEDURES. To the extent permitted, and not limited, by public contracting laws, regulations and policies of the State of Oregon and the Coos County Airport District, the Executive Director shall carry out the procedures required for the letting of public contracts for purchases, improvements and services; and the Executive Director may delegate to other airport officials such functions for specific projects.
- B. AWARDING OF CONTRACTS. The Executive Director may award contracts under \$50,000 for projects authorized by the Board of Commissioners, and may authorize individual budgeted purchases up to \$ 75,000, but contracts and purchases in excess of such amounts must be authorized or ratified by the Board of Commissioners at their next regularly scheduled meeting. For projects authorized by the Board of Commissioners, contracts for personal services may be awarded by the Executive Director up to \$25,000.
- C. CHANGE ORDERS. Change orders to carry out construction contracts may be authorized by the Executive Director if they do not change the scope or nature of the project and do not require the transfer, appropriation or authorization of additional funds greater than 10% of the project. Change orders requiring additional funds or changing the scope or nature of the project shall be authorized or ratified by the Board of Commissioners.

COOS COUNTY AIRPORT DISTRICT

In the Matter of

Amending CCAD Policy 6: Public Contract

Resolution 2024-06-02

WHEREAS, on December 18, 2003, the Board of Commissioners of the Coos County Airport Board enacted the Policies, Rules and Regulations governing the use and operation of what is now known as the Southwestern Oregon Regional Airport; and

WHEREAS, among the enacted policies included Policy 6: Public Contracts; and,

WHEREAS, from time to time, the CCAD Board finds it necessary to review and update established policies; and,

WHEREAS, after review by the Executive Director and CCAD Attorney, the CCAD Board finds it necessary to amend Policy 6: Public Contracts; and

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Coos County Airport District hereby adopts the amended Policy 6: Public Contracts which is attached hereto and is incorporated as if fully set forth here.

APPROVED and ADOPTED by the Coos County Airport District Board of Commissioners this 27th day of June 2024.

Jason Bell, Chairman

Joe Benetti, Vice-Chairman

COOS COUNTY AIRPORT DISTRICT

ACTION REQUEST

DATE: June 27, 2024

SUBJECT: Resolution 2024-06-03

BACKGROUND:

On December 18, 2003 the Board of Commissioners of the Coos County Airport District (CAAD) enacted the Policies, Rules and Regulations governing the use and operation of what is now known as the Southwestern Oregon Regional Airport. Among those policies included Policy 7: Airport District Budgeting.

The policy has been reviewed by both the Executive Director and the CCAD Attorney who find that Policy 7: Airport District Budgeting needs to be amended. Proposed changes, along with some grammatical corrections, to Policy 7 are attached in both legislative format and a clean amended copy.

The proposed amendment can be implemented with the adoption of Resolution 2024-06-03.

FISCAL IMPACT:

None

LEGAL CONSIDERATION:

This item has been reviewed by legal counsel.

RECOMMENDATION:

If it pleases the Board, adopt Resolution 2024-06-03.

MOTION:

Motion to adopt Resolution 2024-06-03, amending CCAD Policy 7: Airport District Budgeting.

CHAPTER 7: AIRPORT DISTRICT BUDGETING

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G. BUDGET ADOPTION, APPROPRIATIONS AND TAX LEVY3

H. CERTIFICATION OF LEVY3

I. POST-ADOPTION CHANGES TO THE BUDGET3

POLICY 7.1: AIRPORT DISTRICT COMPLIANCE WITH LOCAL BUDGET LAW

A. COMPLIANCE WITH LOCAL BUDGET LAW

Compliance with Oregon's Local Budget Law (ORS 294.305 – 294.565) is required prior to the expenditure of any ~~money or certify to the assessor an ad valorem tax rate or estimated amount of ad valorem taxes to be imposed in any year. monies of the levy of any tax upon property located within the District.~~ (ORS 294.326338) The Airport District shall comply with the provisions of the Local Budget Law, and with the instructions and requirements of the Department of Revenue, which has been charged by the Legislature with responsibility to interpret and administer the Local Budget Law. In preparing and adopting its budget, the Airport District shall be guided by the Budget Manual for Municipal Corporations, published by the Department of Revenue, and the Department's various forms and instructions.

B. APPOINTMENT OF BUDGET OFFICER

Pursuant to ORS 294.331, the Airport District's Board of Commissioners shall designate a Budget Officer to prepare or supervise the preparation of the Airport District's budget. The Budget Officer shall fully acquaint himself/herself with the Local Budget Law and the budget preparation process. The Budget Officer shall act under the direction of the Board.

C. PREPARATION OF THE PROPOSED BUDGET

The Budget Officer shall prepare or supervise the preparation of the proposed budget. The Budget Officer shall then publish a "Notice of Budget Committee Meeting" as set forth in ORS 294.404438(1).

D. BUDGET COMMITTEE

Pursuant to ORS 294.336414, the Airport District shall establish a Budget Committee consisting of the members of the Board of Commissioners and an equal number of qualified electors of the Airport District. Any increase or reduction in the number of members of the Airport District's Board of Commissioners shall cause a like increase or reduction to be made in the number of appointive citizen members of the Budget Committee. At its first meeting, the Budget Committee shall elect a chairperson ~~and a secretary~~. The Committee shall meet from time to time to review and revise or approve the proposed budget presented by the Budget Officer. All meetings of the Budget Committee are subject to Oregon's Public Meetings Law. Members of the Budget Committee shall receive no compensation for their services. The appointive members of the Budget committee shall not be considered officers, agents or employees of the Airport District. Each member shall serve a three-year term. Terms of office on the Budget Committee citizen members shall be staggered so ~~that the terms of a majority of the committee members so not expire in the same year one-third of the terms of the appointive members end each year.~~

E. PUBLICATION OF BUDGET SUMMARY AND NOTICE OF BUDGET HEARING (ORS 294.424438)

After the Budget Committee has approved the budget, the Board of Commissioners of the Airport District shall hold a budget hearing. ~~Fifteen to twenty five days~~ **Not more than thirty (30) days and not less than five (5) days** before the scheduled hearing, the Board of Commissioners shall publish a "Financial Summary and Notice of Budget Hearing." This information must appear in a newspaper of general circulation published in the Airport District. ~~Eight to fourteen days before the scheduled~~

~~hearing, a second notice of budget hearing shall be published. It need not contain the summarized information found in the first notice. However, the second notice shall repeat significant information about the scheduled budget hearing and set forth the date on which the Financial Summary was first published.~~

F. BUDGET HEARING (ORS 294.453~~30~~)

The Board of Commissioners of the Airport District shall hold the scheduled budget hearing on the date and time specified in the public notices given. The purpose of the hearing is to take citizen testimony on the budget approved by the Budget Committee. Additional hearings may be held if necessary. All hearings are open to the public, and are subject to Oregon's Public Meetings Law.

G. BUDGET ADOPTION, APPROPRIATIONS AND TAX LEVY

The Airport District's Board of Commissioners may make changes in the approved budget before it is adopted, subject to the limitations set forth in ORS 294.435~~456~~. These limitations cannot be exceeded without first publishing a revised Financial Summary and holding another budget hearing. Once all budget hearings have been concluded, and upon consideration of relevant testimony received at such hearings, the Airport District's Board of Commissioners shall adopt the budget. The Airport District's Board of Commissioners shall prepare a resolution or ordinance formally adopting the budget; making appropriations; and determining and, categorizing a tax levy for the year as required under ORS 310.060. ~~(NEED LANGUAGE PERTAINING TO SETTING RATE OR AMOUNT REQUIRED BY RECENT BUDGET LAW CHANGES.)~~

H. CERTIFICATION OF LEVY ~~(CHECK THIS OUT TO SEE IF STILL CORRECT)~~

~~The Airport District shall send a certified copy of the ordinance or resolution to the County Commission within 15 days after its adoption. As required by ORS 310.060, Notice Certifying Taxes, t~~he following shall be submitted to the County Assessor's office by July 15th of each year:

- ~~1. The original and one copy of the notice of levy;~~ Two copies of the tax certification form; and
- ~~2. Two true copies of the budget as finally adopted;~~
- ~~3. A copy of the notice of publication per ORS 294.421; and~~
- ~~4. Two copies each of the resolutions adopting the budget, and of the resolution making appropriations, to itemize and categorize the taxes and to certify the taxes.~~

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~~On or before July 15th of each year, the Airport District shall forward the following to the Department of Revenue:~~

- ~~1. A true copy of the budget as finally adopted;~~
- ~~2. A copy of the notice of publication per ORS 294.421;~~
- ~~3. A copy of the resolution adopting the budget and the resolution making appropriations; and~~
- ~~4. Copies of any notices pursuant to ORS 294.421(4), (5) or (6).~~

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~~The following shall be submitted to the County Clerk by September 30th of each year:~~

1. The Budget Message;
2. Budget detail sheets;
3. A copy of meeting notices or affidavits of publication;
4. A copy of the resolution adopting the budget and the resolution making appropriations; and.

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5. Tax certification.

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I. POST-ADOPTION CHANGES TO BUDGET

Post-adoption changes to the budget are restricted by statute. ORS 294.~~450-463~~ governs the transfer of appropriations within a fund or from one fund to another. ORS 294.~~455-471(e)~~ governs the appropriation of funds to repair or replace property involuntarily converted or destroyed. ORS 294.~~460-468~~ governs loans from one fund to another. ORS 294.~~480-471~~ specifies the conditions under which the Airport District shall adopt a supplemental budget.

CHAPTER 7: AIRPORT DISTRICT BUDGETING

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POLICY 7.1: AIRPORT DISTRICT COMPLIANCE WITH LOCAL BUDGET LAW

A. COMPLIANCE WITH LOCAL BUDGET LAW

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B. APPOINTMENT OF BUDGET OFFICER

Pursuant to ORS 294.331, the Airport District’s Board of Commissioners shall designate a Budget Officer to prepare or supervise the preparation of the Airport District’s budget. The Budget Officer shall fully acquaint himself/herself with the Local Budget Law and the budget preparation process. The Budget Officer shall act under the direction of the Board.

C. PREPARATION OF THE PROPOSED BUDGET

The Budget Officer shall prepare or supervise the preparation of the proposed budget. The Budget Officer shall then publish a “Notice of Budget Committee Meeting” as set forth in ORS 294.438(1).

D. BUDGET COMMITTEE

Pursuant to ORS 294.414, the Airport District shall establish a Budget Committee consisting of the members of the Board of Commissioners and an equal number of qualified electors of the Airport District. Any increase or reduction in the number of members of the Airport District’s Board of Commissioners shall cause a like increase or reduction to be made in the number of appointive citizen members of the Budget Committee. At its first meeting, the Budget Committee shall elect a chairperson. The Committee shall meet from time to time to review and revise or approve the proposed budget presented by the Budget Officer. All meetings of the Budget Committee are subject to Oregon’s Public Meetings Law. Members of the Budget Committee shall receive no compensation for their services. The appointive members of the Budget committee shall not be considered officers, agents or employees of the Airport District. Each member shall serve a three-year term. Terms of office on the Budget Committee citizen members shall be staggered so one-third of the terms of the appointive members end each year.

E. PUBLICATION OF BUDGET SUMMARY AND NOTICE OF BUDGET HEARING (ORS 294.438)

After the Budget Committee has approved the budget, the Board of Commissioners of the Airport District shall hold a budget hearing. Not more than thirty (30) days and not less than five (5) days before the scheduled hearing, the Board of Commissioners shall publish a “Financial Summary and Notice of Budget Hearing.” This information must appear in a newspaper of general circulation published in the Airport District.

F. BUDGET HEARING (ORS 294.453)

The Board of Commissioners of the Airport District shall hold the scheduled budget hearing on the date and time specified in the public notices given. The purpose of the hearing is to take citizen testimony on the budget approved by the Budget Committee. Additional hearings may be held if necessary. All hearings are open to the public and are subject to Oregon's Public Meetings Law.

G. BUDGET ADOPTION, APPROPRIATIONS AND TAX LEVY

The Airport District's Board of Commissioners may make changes in the approved budget before it is adopted, subject to the limitations set forth in ORS 294.456. These limitations cannot be exceeded without first publishing a revised Financial Summary and holding another budget hearing. Once all budget hearings have been concluded, and upon consideration of relevant testimony received at such hearings, the Airport District's Board of Commissioners shall adopt the budget. The Airport District's Board of Commissioners shall prepare a resolution or ordinance formally adopting the budget; making appropriations; and determining and categorizing a tax levy for the year as required under ORS 310.060.

H. CERTIFICATION OF LEVY

As required by ORS 310.060, Notice Certifying Taxes, the following shall be submitted to the County Assessor's office by July 15th of each year:

1. Two copies of the tax certification form; and
2. Two copies each of the resolutions adopting the budget, making appropriations, to itemize and categorize the taxes and to certify the taxes.

The following shall be submitted to the County Clerk by September 30th of each year:

1. The Budget Message;
2. Budget detail sheets;
3. A copy of meeting notices or affidavits of publication;
4. A copy of the resolution adopting the budget and the resolution making appropriations; and.
5. Tax certification.

I. POST-ADOPTION CHANGES TO BUDGET

Post-adoption changes to the budget are restricted by statute. ORS 294.463 governs the transfer of appropriations within a fund or from one fund to another. ORS 294.471(e) governs the appropriation of funds to repair or replace property involuntarily converted or destroyed. ORS 294.468 governs loans from one fund to another. ORS 294.471 specifies the conditions under which the Airport District shall adopt a supplemental budget.

COOS COUNTY AIRPORT DISTRICT

ACTION REQUEST

DATE: June 27, 2024

SUBJECT: Tarmac Breezeway Enclosure

BACKGROUND:

The Coos County Airport District inaugurated the current terminal facility in 2008. Due to budget constraints, some elements of the original design were value-engineered to reduce costs. One significant change was the breezeway enclosure, which extends from the lower terminal to the tarmac. Originally designed with multiple doors, these were omitted, leaving six openings exposed to the elements.

This construction method has led to condensation forming and dripping onto the escalators, causing rust. Earlier this year, one escalator was out of service for several months due to corrosion. Additionally, portions of the metal-clad walls and roof show varying stages of rust and corrosion. The cost to repair the inoperable escalator was \$34K, while the estimated cost to replace both escalators and the elevator exceeds \$500K. Staff believes the best course of action is to address the corrosion on the enclosure, seal the openings, add a heating system, and insulate the walls.

In February 2024, the Board approved a scope of work with HGE Architects to undertake preliminary design efforts to enclose the breezeway and implement the above-mentioned improvements. HGE recently completed the pre-design and provided a ballpark estimate of the project, ranging between \$565,000 and \$695,000 (attached). HGE is ready to move forward to the final design phase.

FISCAL IMPACT:

The proposal to complete the final design, bidding administration, and construction administration services will cost \$68,420 and has been included in the FY2024-25 budget.

LEGAL CONSIDERATION:

This item has been reviewed by legal counsel.

RECOMMENDATION:

Staff recommends engaging HGE for the necessary final design, bidding administration, and construction administration services for this capital improvement project.

MOTION:

Motion to approve engaging HGE to perform final design, bidding, and construction administration services for the tarmac breezeway enclosure capital improvement project in the amount of \$68,420.



333 S. 4TH STREET
COOS BAY, OREGON 97420
P: 541.269.1166
www.hge1.com

June 4, 2024

Coos County Airport District
1100 Airport Lane
North Bend, OR 97459

Attn: Rodger Craddock, Executive Director
Re: Coos County Airport District – Escalator Enclosure
Project #24.012

Dear Roger:

Find attached our preliminary design drawings and cost estimate to upgrade the escalator portion of the building. As explained earlier, these renovation/upgrade/remodel projects are difficult to estimate accurately and confidently; therefore, we have prepared two different estimate types to provide some comparison – a “cost per square foot” estimate and a “hybrid ‘take-off’ estimate. I have arrived at a total project budget range of \$565,000 to \$695,000.

To keep control of costs and have some options available to the district, it was agreed to bid the project as follows:

1. Base Bid – Building Envelope: This would include all the building envelope upgrades such as siding, roofing, flashing, weather barriers, doors, storefront, and windbreak.
2. Alternate Bid – Interiors: This would include finishing the Work including interior wall and ceiling finishes, flooring, mechanical (heat and ventilation), and miscellaneous electrical.

Initially, we had been authorized to provide preliminary design work, including this cost estimate, which has been completed. Our fees to continue on with architectural services for final design, bidding administration, and construction administration services would be a total of \$68,420. This is a net fee, deducting the preliminary design work expended to date. If this is satisfactory, we can prepare an Owner-Architect Agreement for your review and approval. This fee breakdown is as follows:

Project #24.012; Coos County Airport District – Escalator Enclosure
Page 2 of 2

DESIGN PROFESSIONAL:	FEE BREAKDOWN PER PHASE					SUBTOTALS
	Programming/ Schematic Design	Design Development	Construction Documents	Bidding/ Permitting	Construction Phase	
	17%	19%	41%	4%	31%	111%
HGE Architects, Inc						
Architecture	\$ 11,880	\$ 13,000	\$ 22,000	\$ 3,000	\$ 20,000	\$ 69,880
Civil			- included above -			
Interiors			- included above -			
Consulting Engineers						
Structural - DCI			\$ 3,500		\$ -	\$ 3,500
Mechanical						
Electrical			\$ 2,500	\$ -	\$ 1,200	\$ 3,700
Consult. Coord.	10%		\$ 600	\$ -	\$ 120	\$ 720
Total fee per phase	\$ 11,880	\$ 13,000	\$ 28,600	\$ 3,000	\$ 21,320	
Consultant Fee % of Overall Fee		0%				\$ 77,800
					Completed Schematic Design	\$ (11,880)
					Remibursable expenses	\$ 2,500
					TOTAL FEE	\$ 68,420

Please let me know if you have any questions. I plan to attend the upcoming board meeting to address any questions or concerns that may arise.

Very truly yours,

HGE ARCHITECTS, Inc.



Joseph A. Slack, AIA, LEED AP
Principal Architect

JAS/tg

Enclosed: Preliminary Design Drawings
Cost Estimate



ARCHITECTURE
LANDSCAPE ARCHITECTURE
INTERIORS - PLANNING

COOS COUNTY AIRPORT DISTRICT

ESCALATOR ENCLOSURE

PRELIMINARY COST ESTIMATE #24.012

Building & Size:	
(E) Footprint Area - 1,995 sq. ft.	Main Floor 1,218 sq.ft.
Windbreak Area - 154 sq. ft.	Apron Floor 287
	TOTAL 1,505 sq.ft.
	1,505 sq.ft.
Existing foot print 1,884 sq. ft	
Windbreak enclosures 154	Total Area 2,038 sq. ft

COST ESTIMATE BREAKDOWN BY AREA

Renovation/building upgrade	1,884	sf	\$	250	\$ 471,000
Windbreak Alcoves, covered	75	sf	\$	500	\$ 37,500
					\$ 508,500
				Contingency	10% \$ 50,850
				Subtotal Construction Cost	\$ 559,350
				Architectural/Engineering	12% \$ 67,122
				Permitting	1.5% \$ 8,390
				Special Inspection & Testing - allowance	\$ 2,500
				Owner Contingency	10% \$ 55,935
cost per square foot \$ 368				Total Cost Estimate \$ 693,297	

COST ESTIMATE BREAKDOWN BY TRADE/ CONSTRUCTION DIVISION

Item	Description	Qt.	Unit	Unit Price	Total
Division 1 - General Conditions					
Mobilization, temporary utilities, protection facilities. 6 months.		7	mth	4,500	\$ 31,500
Shoring, scaffolding		1	allow.	5,000	\$ 5,000
Equipment rental		1	allow.	10,000	\$ 10,000
					\$ 46,500
Division 2 - Site Work, Demolition					
Demo - misc.		1,884	sf	1.75	\$ 3,297
Demo - metal decking		100	sf	50.00	\$ 5,000
Demo metal panels		991	sf	2.50	\$ 2,478
WINDBREAKS - Demo apron		4	cy	481	\$ 1,852
				Division Subtotal	\$ 12,626
Division 3 - Concrete					
WINDBREAKS - Concrete patch back		4	cy	1,500	\$ 6,000
					\$ 6,000
Division 4 - Masonry					
Not used					\$ -
Division 5 - Structural Steel					

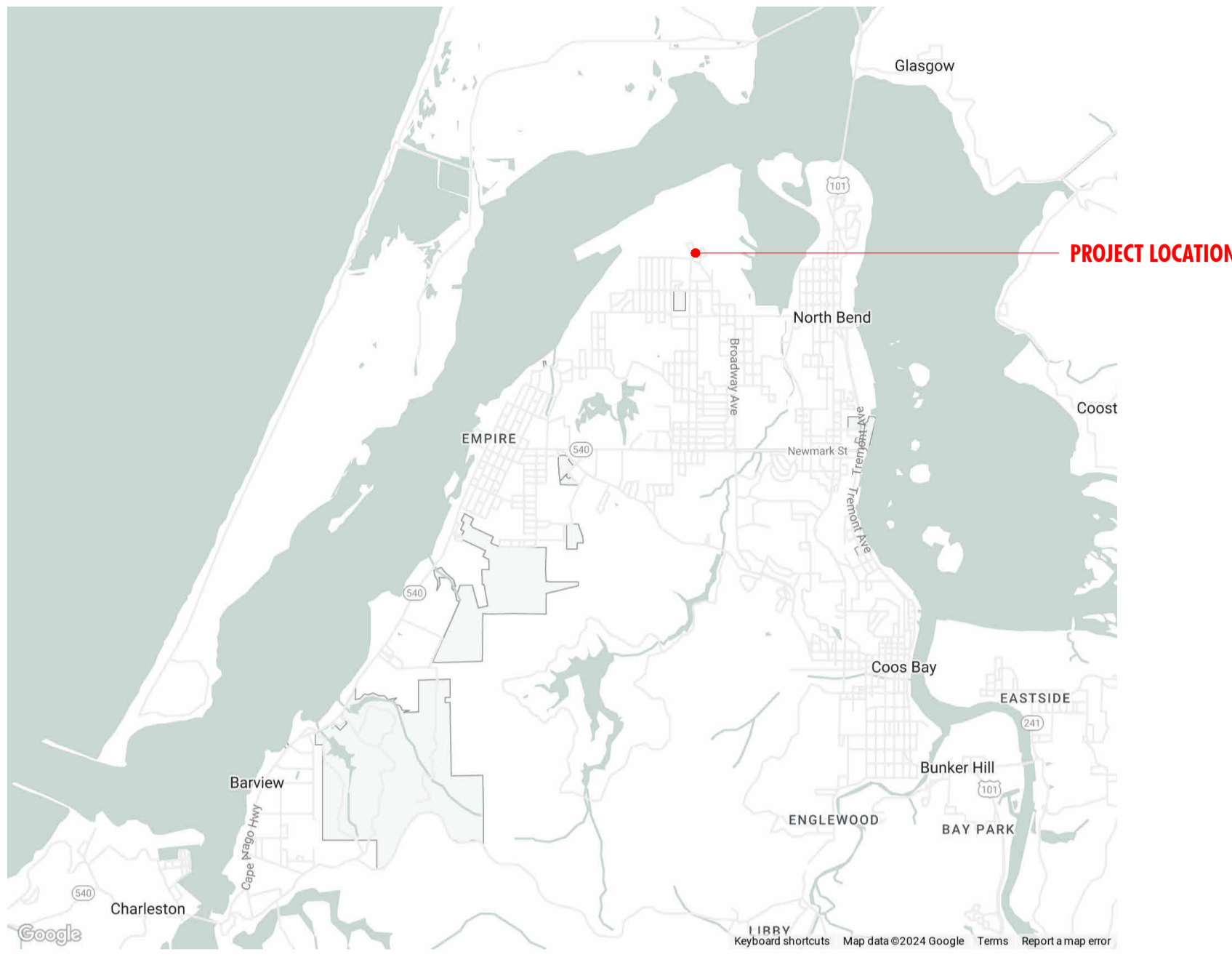
Item	Description	Qt.	Unit	Unit Price	Total
WINDBREAKS - Pipe bollards		8	ea	1,500	\$ 12,000
Misc. bolts and fasteners		1	ls	2,500.00	\$ 2,500
Non-structural item bracing		1	allow.	2,500	\$ 2,500
Structural tube steel	At infill walls	8	LF	2,500	\$ 20,000
WINDBREAKS - Structural tube steel	At wind breaks	1	allow.	15,000	\$ 15,000
Metal decking - repair		100	sf	150	\$ 15,000
WINDBREAKS - Metal decking	At wind breaks	148	sf	150	\$ 22,200
					\$ 55,000
Division 6 - Wood					
Misc. blocking, wall blocking	allowance	1	ls	7,500	\$ 7,500
					\$ 7,500
Division 7 - Thermal and Moisture					
Wall insulation		1,505	sf	1.75	\$ 2,634
Exterior flashing allowance	allowance	1	ls	7,500	\$ 7,500
Rigid roof insulation		951	sf	3	\$ 2,853
Membrane roofing		1,884	sf	12	\$ 22,608
Metal panels		650	sf	32	\$ 20,800
Flashing		237	lf	25	\$ 5,925
Caulking/joint sealants (general)		1	allow.	2,500	\$ 2,500
Water resistant barrier (WRB)	allowance	1	ls	5,000	\$ 5,000
Metal fascia panels, gutters, & downspouts		217	lf	32	\$ 6,944
WINDBREAKS - Water resistant barrier	allowance at windbreaks	1	ls	5,000	\$ 5,000
WINDBREAKS - Metal panels		120	sf	32	\$ 3,840
WINDBREAKS - Rigid roof insulation		80	sf	25	\$ 2,000
WINDBREAKS - Membrane roofing		80	sf	12	\$ 960
WINDBREAKS - Metal fascia panels, gutters,		25	lf	32	\$ 800
WINDBREAKS - Flashing		16	lf	50	\$ 800
WINDBREAKS - Caulking/joint sealants		1	allow.	2,500	\$ 2,500
					\$ 92,664
Division 8 - Doors and Windows					
Storefront entrance doors and transoms		4	ea	5,000	\$ 20,000
Door Hardware		4	ea	1,500	\$ 6,000
Storefront glazing - east		250	sf	50.00	\$ 12,500
Storefront glazing - west		350	sf	50.00	\$ 17,500
Storefront glazing - north		120	sf	50.00	\$ 6,000
WINDBREAKS - Storefront glazing		182	sf	50.00	\$ 9,100
					\$ 51,100
Division 9 - Finishes					
Concrete floor - polish/sealant		1,258	sf	12.00	\$ 15,096
Ceiling finish		1,926	sf	2.25	\$ 4,334
Walls - gyp bd sheathing & pvc wall protection		873	sf	2.00	\$ 1,746
					\$ 21,176
Division 10 - Specialties					

Item	Description	Qt.	Unit	Unit Price	Total
Non Structural bracing - allowance		1	ls	2,500	\$ 2,500
					\$ 2,500
Divisions 15 - Mechanical					\$ -
Electric wall heaters		4	ea	2,500.00	\$ 10,000
Misc. mechanical - ventilatino	allowance	1	ea	7,500.00	\$ 7,500
					\$ 17,500
Division 16 - Electrical					
Replace light fixtures		13	ea	500.00	\$ 6,500
Misc. electrical	allowance	1	ea	7,500.00	\$ 7,500
					\$ 14,000
Subtotal					\$ 326,566
Contractor general conditions -					5.00% \$ 16,328
Contractor contingency -					5.00% \$ 17,145
BOLI fee/ bonds & insurance/CAT tax -					3.00% \$ 10,801
Construction fee, OH&P -					10.00% \$ 37,084
Building Construction - Subtotal					\$ 407,924
Construction Contingency					10% \$ 40,792
Building Construction - Total					\$ 448,716
Development Costs					
Architectural/Engineering					\$ 58,333
Geotech Report/ Soils Investigation					\$ -
Permitting					\$ 6,731
Special Inspection & Testing - allowance					\$ 5,000
Owner contingency					10% \$ 44,872
					26% \$ 114,935
cost per square foot \$ 299					Total Cost Estimate \$ 563,652

COOS COUNTRY AIRPORT DISTRICT ESCALATOR ENCLOSURE IMPROVEMENTS

2348 COLORADO AVE, NORTH BEND
COOS COUNTY, OREGON

PRELIMINARY
NOT FOR
CONSTRUCTION



PLAN NORTH
1 2 VICINITY MAP
1" = 400'-0"

BUILDING DATA:

N,NNN SF MAIN FLOOR ADDITION
N,NNN SF SECOND FLOOR ADDITION
N,NNN SF TOTAL ENCLOSED AREA

PROJECT NO.: 24-012
COOS COUNTY AIRPORT DISTRICT -
ESCALATOR ENCLOSURE IMPROVEMENTS
COOS COUNTY AIRPORT DISTRICT
2348 COLORADO AVE,
NORTH BEND, OR 97459

SHEET INDEX

ARCHITECTURE	
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A2.1	FLOOR PLAN
A2.2	ROOF & REFLECTED CEILING PLANS
A3.1	BUILDING SECTIONS
A4.1	BUILDING ELEVATIONS
A5.1	BUILDING DETAILS
A5.2	BUILDING DETAILS

PROJECT TEAM

ARCHITECT
HGE ARCHITECTS, INC
333 S 4TH ST.
COOS BAY, OR 97420
PHONE: (541) 269-1166
CONTACT: JOE SLACK

MECHANICAL
ELECTRICAL

SCHEMATIC DESIGN

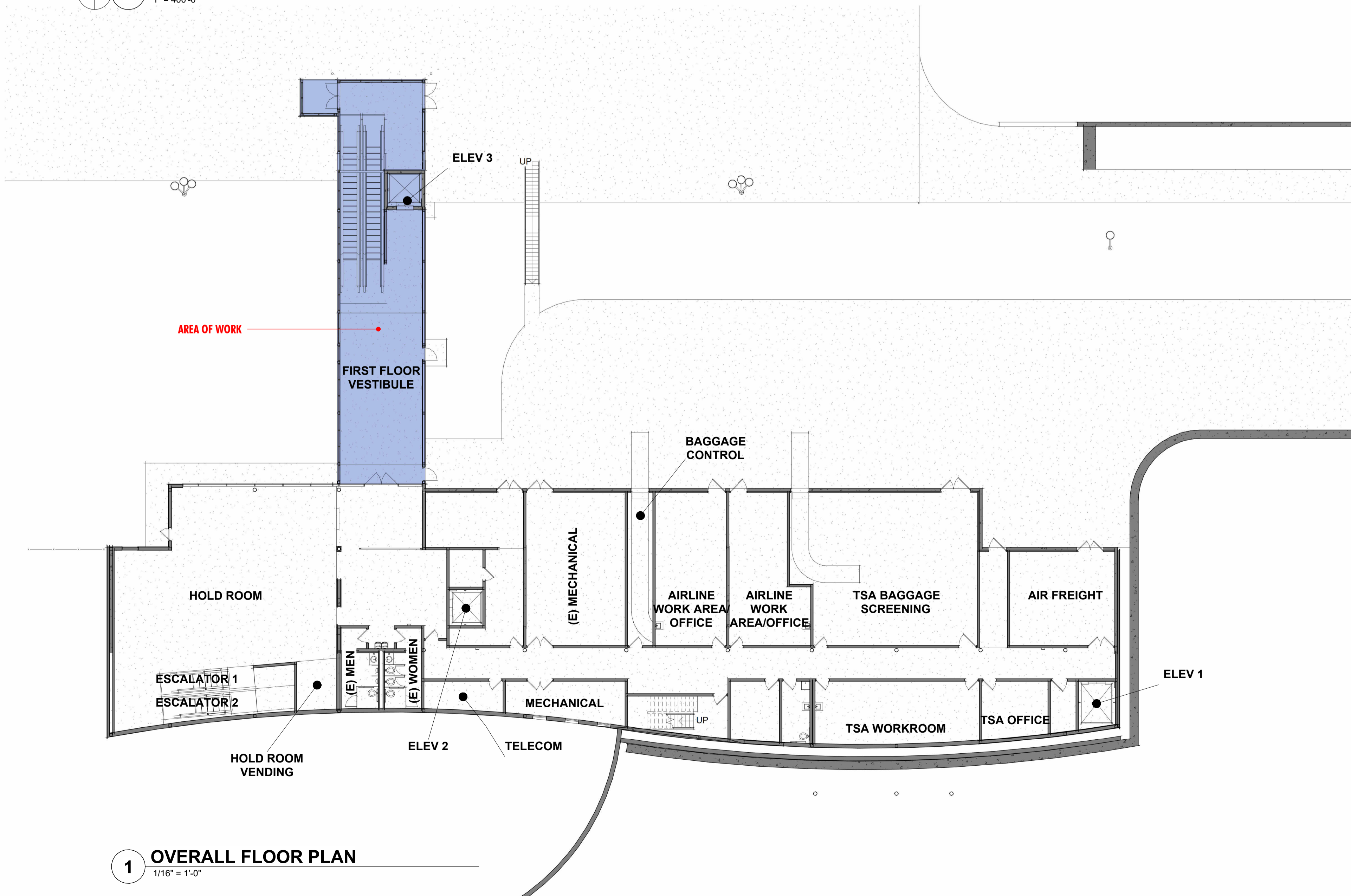
REVISIONS:		
#	DATE	DESCRIPTION

DATE: JUNE 2024

SHEET TITLE:
COVER SHEET

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HGE ARCHITECTS, Inc.



1 OVERALL FLOOR PLAN
1/16" = 1'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

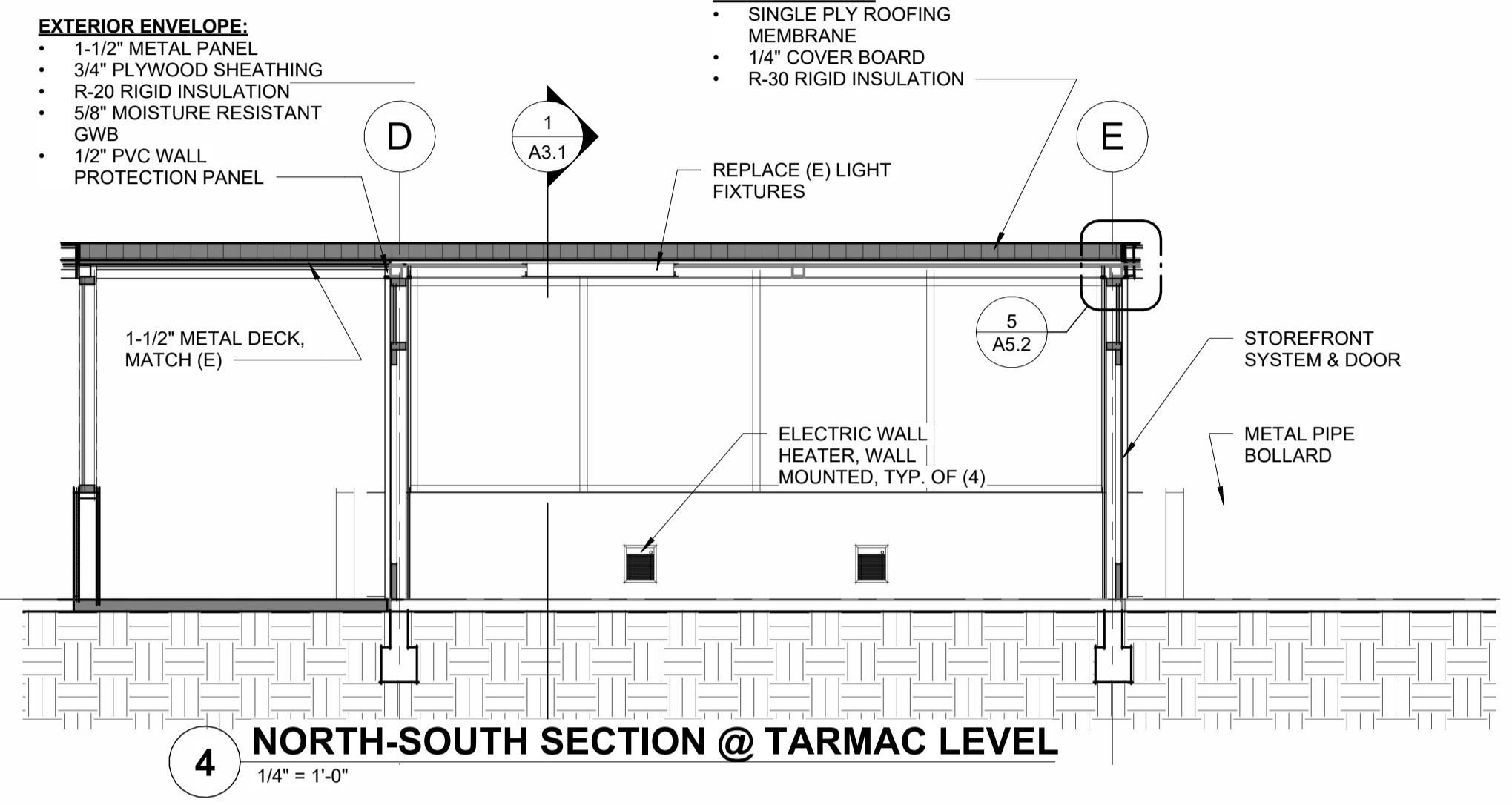
PROJECT NO.: 24-012
COOS COUNTY AIRPORT DISTRICT -
ESCALATOR ENCLOSURE IMPROVEMENTS
COOS COUNTY AIRPORT DISTRICT
2348 COLORADO AVE.
NORTH BEND, OR 97459

SCHEMATIC DESIGN

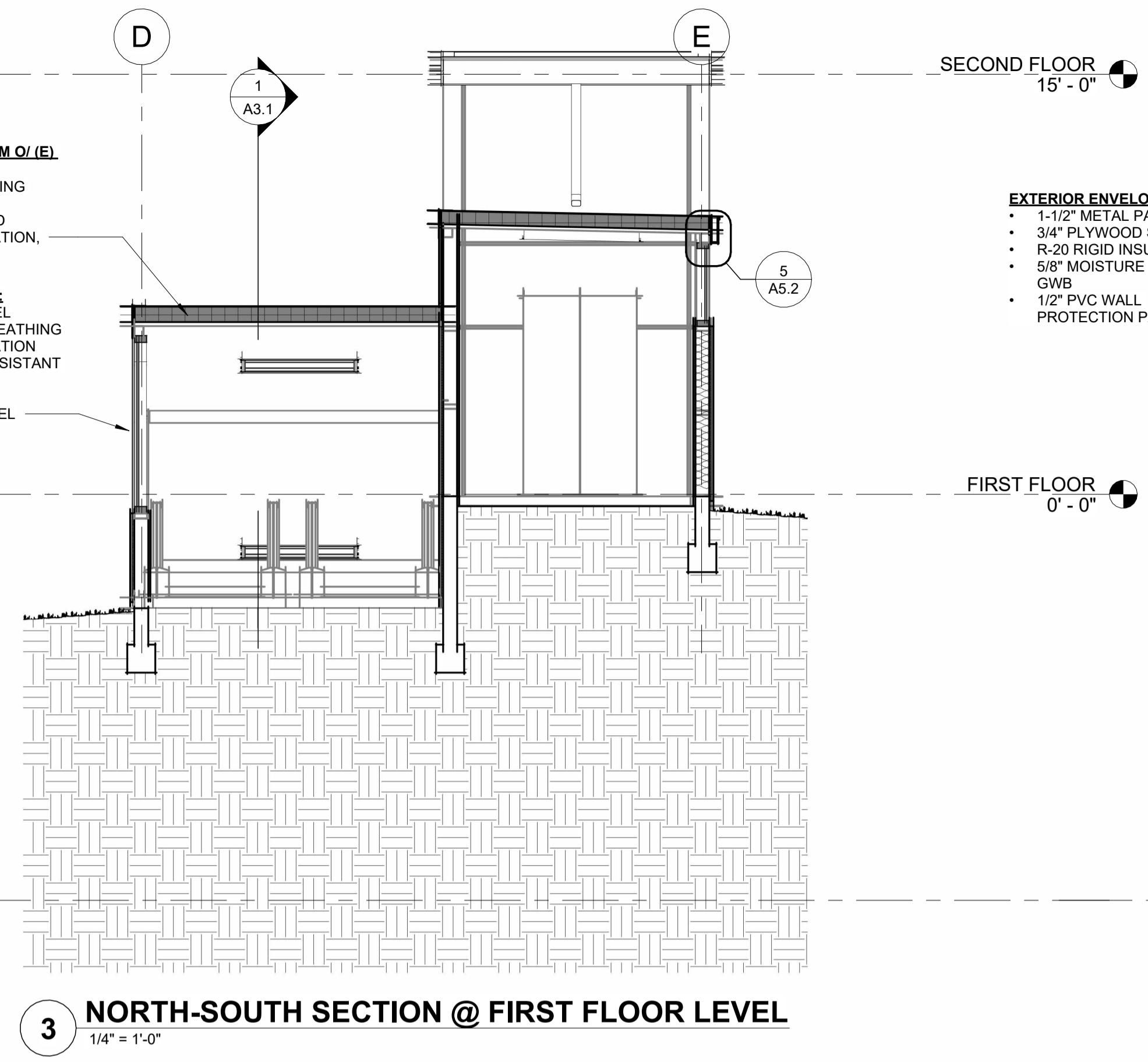
REVISIONS:		
#	DATE	DESCRIPTION

DATE: JUNE 2024
SHEET TITLE:
BUILDING SECTIONS

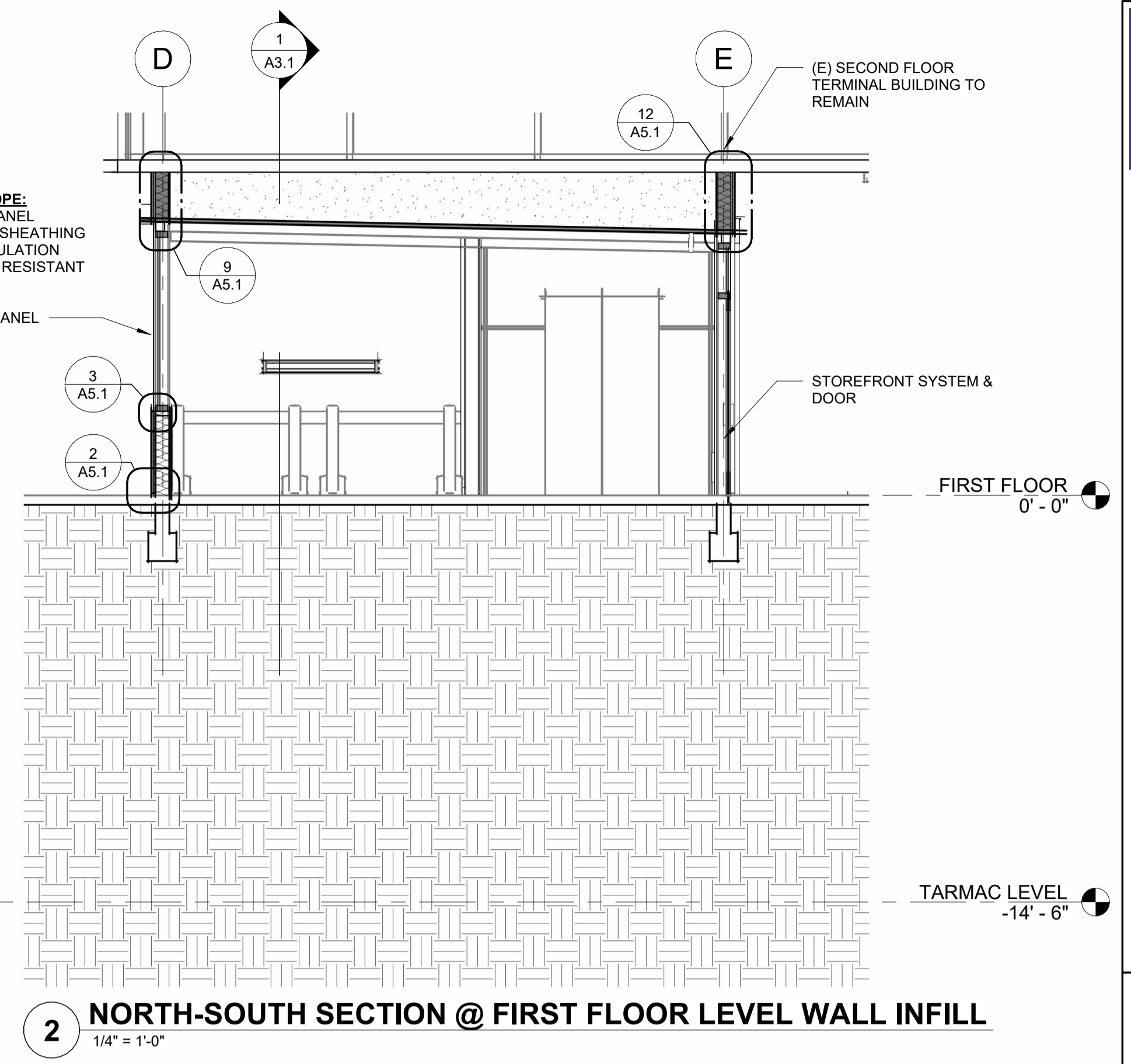
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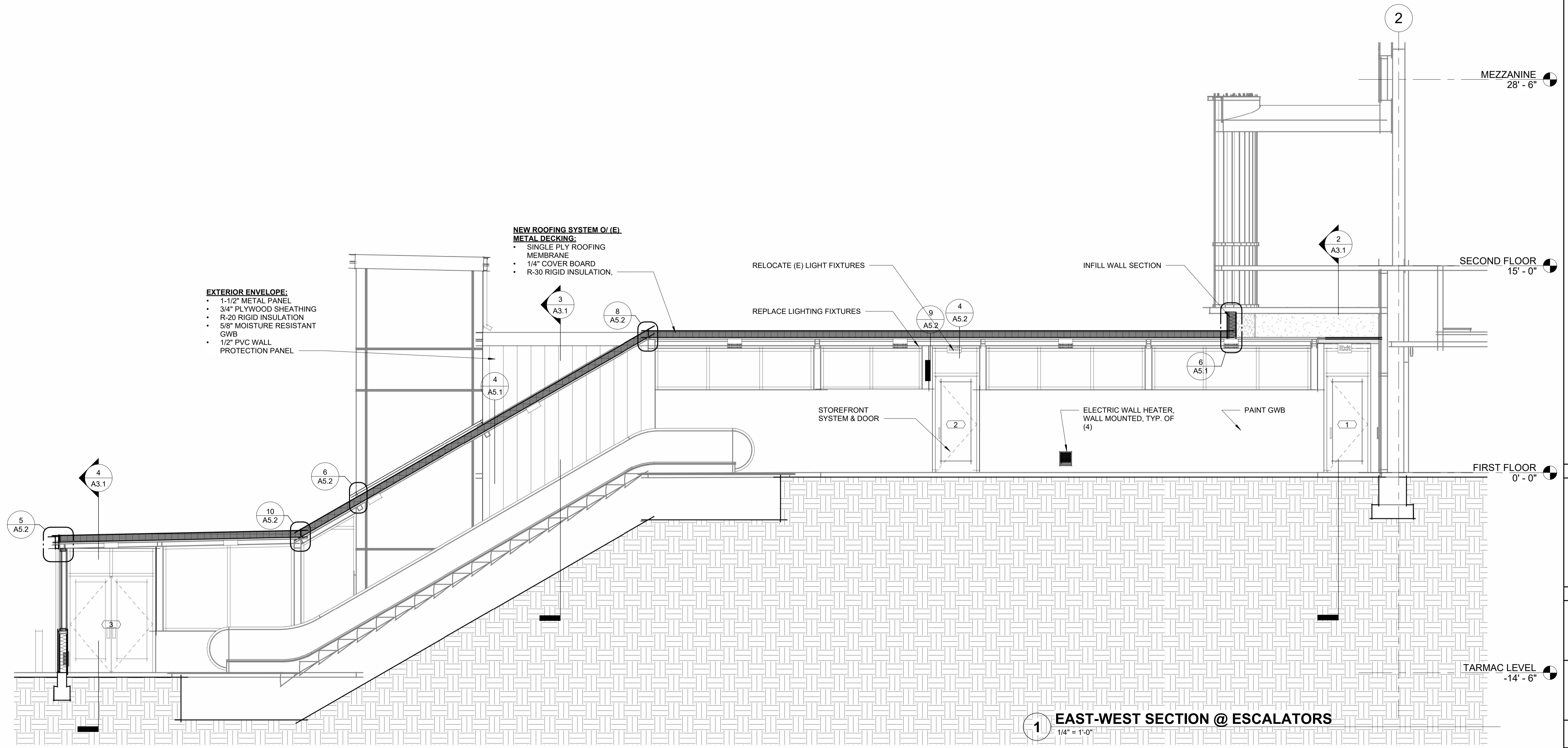
4 NORTH-SOUTH SECTION @ TARMAC LEVEL
1/4" = 1'-0"



3 NORTH-SOUTH SECTION @ FIRST FLOOR LEVEL
1/4" = 1'-0"



2 NORTH-SOUTH SECTION @ FIRST FLOOR LEVEL WALL INFILL
1/4" = 1'-0"



1 EAST-WEST SECTION @ ESCALATORS
1/4" = 1'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

PROJECT NO.: 24-012
COOS COUNTY AIRPORT DISTRICT -
ESCALATOR ENCLOSURE IMPROVEMENTS
COOS COUNTY AIRPORT DISTRICT
2348 COLORADO AVE.
NORTH BEND, OR 97459

SCHEMATIC DESIGN

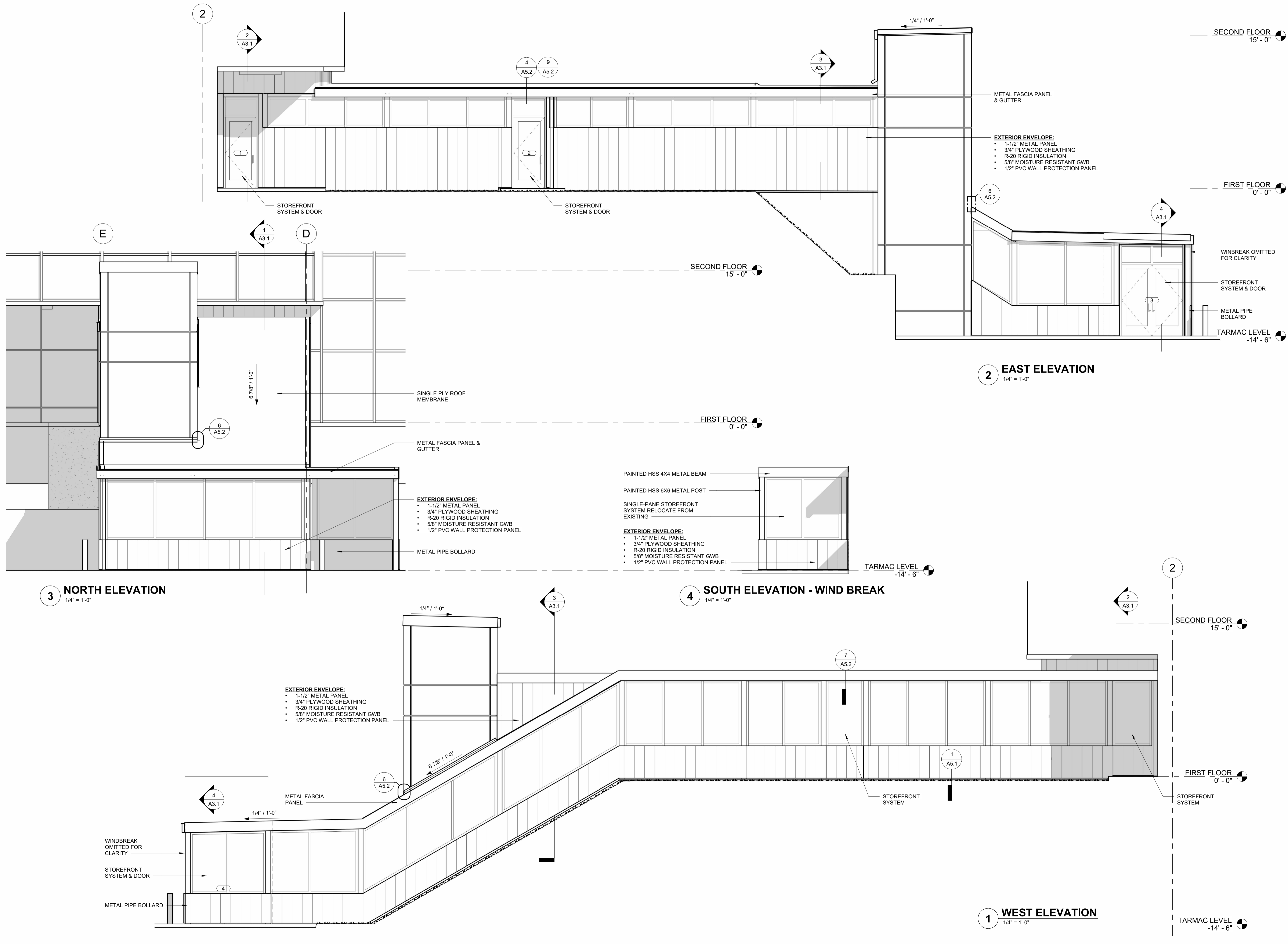
REVISIONS:
DATE DESCRIPTION

DATE: JUNE 2024

SHEET TITLE:
BUILDING
ELEVATIONS

A4.1

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2 EAST ELEVATION
1/4" = 1'-0"

3 NORTH ELEVATION
1/4" = 1'-0"

4 SOUTH ELEVATION - WIND BREAK
1/4" = 1'-0"

1 WEST ELEVATION
1/4" = 1'-0"

C:\Users\Sam S\Documents\24.012 Coos County Airport District - Escalator Enclosure Improvements_s\back@hge1.com.rvt
6/4/2024 3:45:40 PM

COOS COUNTY AIRPORT DISTRICT

ACTION REQUEST

DATE: June 27, 2024

SUBJECT: Contract Award for Apron Reconstruction Project

BACKGROUND:

The airport apron, constructed over 80 years ago during World War II, spans 300,000 square feet and serves as a critical component for safe and efficient aircraft operations. However, it is deteriorating due to age and the construction methods used eight decades ago. A potential failure could disrupt access to essential facilities such as Reach Air Medical, the ARFF Station, the Main Hangar, and the Connect Oregon VIII-funded aircraft parking apron, jeopardizing both airport operations and emergency services.

The estimated cost to replace the entire apron is \$23 million. Currently, we have secured a little over \$2 million in federal grants to initiate the replacement of a portion of the apron (approximately 26,000 square feet).

In December 2023, the Board approved a work order with Ardurra in the amount of \$400,547.50 for project-related design services, project bidding, and construction administration.

Earlier this year, Ardurra completed the project design documents, which were reviewed by the FAA. Ardurra recently completed the bidding process, and Knife River Materials submitted a bid of \$1,392,420 for the project.

FISCAL IMPACT:

The contract price for the apron reconstruction project is \$1,392,490. The bulk of the project costs, 93.75%, will be reimbursed to CCAD through a combination of federal grants (BIL and AIP). After reimbursement, CCAD will be responsible for 6.25% of the total cost.

LEGAL CONSIDERATION:

This item has been reviewed by legal counsel.

RECOMMENDATION:

Approve the contract with LTM, Inc. dba Knife River Materials for the reconstruction of the apron.

MOTION:

Motion to approve the contract with LTM, Inc. dba Knife River Materials for the reconstruction of the apron in the amount of \$1,392,490 and authorize the Executive Director to sign the Notice of Award and Contract.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Coos County Airport District (“Owner”) and
LTM, Inc. dba Knife River Materials (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Schedule A: Reconstruct Apron

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

*Reconstruct Apron
Southwest Oregon Regional Airport
North Bend, Oregon
FAA/AIP Project No. 03-41-0041-056/057*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Ardurra Group Inc., 2471 S. Titanium Place, Meridian, ID 83642-6703.

3.02 The Owner has retained ARDURRA (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the administration of the Agreement and completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions in accordance with following:

<u>Phase</u>	<u>Completion</u>	<u>Liquidated Damages per Working Day</u>
1	43 Working Days	\$3,500
2	1 Working Day	\$3,500

The days indicated are the number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and agree that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount(s) specified in Paragraph 4.02 for each phase for each day that expires after the time specified in Paragraph 4.02 for Final Completion of each phase until each phase of the Work is complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

5.02 *Changes to the Contract Price*

- A. The Owner may make changes in the Work by issuing a Change Order to the Contractor, and the Contractor shall comply with the Owner's directives in the Change Order. The Contract Price and Contract Time shall be changed only by a mutually executed, written Change Order. Verbal changes or extras shall not be valid or enforceable. No additional work shall begin, and no additional costs or time shall be incurred, without the Owner's prior written approval and agreement on (1) the scope of the change or additional work; (2) the amount of adjustment, if any, for the cost of such Work; and (3) the extent of the adjustment, if any, in the Contract Time. A Change Order signed by the Contractor shall conclusively establish the Contractor's agreement therewith and shall constitute full satisfaction and a waiver of any and all claims, requests for costs, or requests for time by the Contractor arising out of, or relating in any way to, the Work to be performed or deleted pursuant to Change Order except as specifically described on the cover sheet of the Change Order and initialed by the Owner, and shall constitute a final settlement of all such matters, including those related to Subcontractors and Suppliers that are subject to the Change Order. The amount of any Change Order, regardless of whether it increases or decreases the Contract Time, shall be conclusively presumed to include full and complete compensation to the Contractor and its subcontractors for all costs, expenses and damages incurred or sustained by the Contractor due to such change or increase or decrease in the Contract Time. All changes in the Work shall be performed under applicable conditions of the Contract Documents.
- B. If the Contractor intends to issue a Change Order or other contract modification to a subcontractor, the value of which will or may exceed \$25,000 for any single Change Order

item or \$150,000 in the aggregate, the Contractor shall notify the Owner in writing of the Contractor's intention and shall, as a condition precedent to the Contractor's right to issue such Change Order or other contract modification, obtain the Owner's written approval to issue the Change Order or other contract modification to the subcontractor. The Owner may withhold its approval for any reason and in the Owner's sole discretion and regardless of whether the Change Order or other contract modification could be included in a Change Order. Any Change Order or other contract modification issued by the Contractor to a subcontractor in contravention of the requirements of this Paragraph shall be at the Contractor's sole risk and cost, and it shall not be subject to reimbursement by the Owner.

- C. The Owner or Engineer may issue Construction Change Directives. A Construction Change Directive is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner or Engineer may, by Construction Change Directive and without invalidating the Contract, order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, the Contract Price and Contract Time being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The Owner's use of a Construction Change Directive does not, however, constitute the Owner's agreement that the directive constitutes a change in the Work, nor the Contract Price or Contract Time.
- D. If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order proposal, or any other document, all amounts and all work therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all cases, initialed by the Owner. If the Owner makes a payment that contains a reservation of rights not initialed by the Owner (indicating agreement with the reservation), and if the Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn, and ineffective.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. The Contractor shall pay, and shall require all of its subcontractors of every tier to pay, all of their respective workers the existing applicable State of Oregon prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that Contractor or subcontractor, or other person, uses in performing all or part of the Work on this Project. The Contractor will pay the higher of the applicable state or federal prevailing wage rate to all workers on this Project. The Contractor shall comply with all applicable requirements of O.R.S. 279C for prevailing wages, including all provisions of O.R.S. 279C.800, et seq.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **26th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions and in the case of Unit Price Work based on the number of units completed. The Contractor shall submit its current detailed computerized substantiation, claim certifications, and lien releases on a form consistent with O.R.S. § 87.023.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Agreement and in accordance with Specification Section 007002 Federal Aviation Administration General Provisions, Section 90 - Measurement and Payment.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 and Specification Section 007002 Federal Aviation Administration General Provisions, within thirty (30) days of Final Completion and within seven (7) days after the Owner “approves the work” per O.R.S. § 701.625(3)(a)(B).

6.04 *Payments to Subcontractors*

- A. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed or fifteen (15) days after the payment is approved by the Owner, whichever is the earlier date. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.
- B. The Contractor agrees to maintain records and documents of payments to DBEs for three years following the performance of this Agreement. These records will be made available for inspection upon request by any authorized representative of the Owner or ODOT. This reporting requirement also extends to any certified DBE subcontractor.
- C. When a Contractor’s invoice is filled out incorrectly, or when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, the Owner or Engineer shall notify the Contractor within fifteen (15) days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the Contractor within seven (7) days of being notified by the Owner, may not cause a payment without interest to be made later than specified above. The same

provisions shall apply to subcontractor's invoices to the Contractor, and the Contractor shall assume the obligations under this Paragraph for its subcontractors or suppliers of any tier.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due hereunder shall bear interest at the legal rate set by Oregon Revised Statute 279C.570.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at 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 adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding Paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 17, inclusive).
 2. Performance bond.
 3. Payment bond.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as bearing the title: Reconstruct Apron, dated April 2024 to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated April 2024 , thereof, copy of Table of Contents attached as Exhibit 1.
 7. Drawings (not attached but incorporated by reference) bearing the title: Reconstruct Apron, dated April 2024, consisting of sheets numbered 1-12, inclusive, as listed in Index of Drawings, copy of Index of Drawings attached as Exhibit 2.
 8. Addenda (Number 1).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid attached as Exhibit 3.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 11. Contract Prevailing Wage Rates included in the Construction Documents, dated February 23, 2024.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Indemnification*

- A. To the fullest extent permitted by law including O.R.S. § 30.140, and subject to the conditions in this Paragraph 10.02, the Contractor shall defend, indemnify and hold harmless the Owner

and Engineer, and the consultants, agents, employees, directors, officers, partners, lenders, successors and assigns of any of them (collectively, the "Indemnified Parties") from, for, and against claims, damages, losses, and expenses, whether direct, indirect, or consequential, including but not limited to actual costs and attorneys' fees incurred on such claims and in proving the right to indemnification hereunder, arising out of or resulting from the acts or omissions of the Contractor, a subcontractor or supplier of any tier, their agents, anyone directly or indirectly under their control, or anyone for whose acts they might be liable (collectively the "Indemnitor"), regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph 10.02.

- B. The Contractor shall fully defend and indemnify the Indemnified Parties for the sole negligence or willful misconduct of the Indemnitor. Where any such claims arise from the concurrent negligence of (1) the Indemnified Parties, and (2) the Indemnitor, then the Contractor's obligations to indemnify and defend the Indemnified Parties under this Paragraph 10.02 shall be effective only to the extent of the Indemnitors' negligence.
- C. To the extent the wording of this Paragraph 10.02 would reduce or eliminate the insurance coverage of the Owner or the Contractor, this Paragraph 10.02 shall be considered modified to the extent that such insurance coverage is not affected. To the extent that any portions of this Paragraph 10.02 or its subparts are stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.
- D. In claims against any person or entity indemnified under this Paragraph 10.02 by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly under their control, or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 10.02, to the extent allowed under Oregon law, shall not be limited by the amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- E. This Paragraph 10.02 and its subparts shall survive completion, acceptance, final payment, or termination of this Agreement.

10.03 *Hazardous Conditions*

- A. Hazardous conditions shall include any material, waste, substance, or chemical deemed to be hazardous under applicable legal requirements, or the handling, storage, remediation, or disposal of which is regulated by applicable legal requirements. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or conditions. If the Contractor encounters hazardous materials or conditions not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, as defined by CERCLA, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, then the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Engineer of the condition. The Contractor shall proceed with the Work in areas not affected by abatement of such hazardous materials or conditions. Where abatement causes any delay to the Work, the Owner and Engineer shall determine, at their sole discretion, whether to adjust the Contract Time or Contract Price due to such delays.

10.04 *Waiver of Subrogation*

- A. To the extent losses are covered by property insurance required by the Contract Documents, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, except such rights as they have to proceeds of such insurance. The Owner does not waive subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified under this section from the Engineer, Engineer's consultants, separate contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, and (3) regardless of whether the person or entity had an insurable interest in the damaged property.

10.05 *Oregon Specific Provisions*

- A. The Contractor shall provide, and shall cause its subcontractors of any tier to provide, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and the Oregon Safe Employment Acts requirements, and the Contractor shall, and shall cause applicable subcontractors of any tier, to indemnify, defend, and hold harmless the Owner from and against any and all claims, losses, liabilities, fines, or attorneys' fees arising from any failure by the Contractor or subcontractors of any tier to have complied with any such requirements. The Contractor shall maintain the site and perform the Work in a manner that meets statutory and common-law requirements for a safe workplace. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner, Engineer, or designated representatives of either of them, regarding the Contractor's performance, shall not be construed to include a review of the adequacy of the Contractor's safety measures at or near the site of the Work. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under the Agreement. No action or inaction of the Owner, Engineer, or designated representatives of either of them relating to safety, property protection, any element of the Contractor's safety manual or related performance, or violation thereof, shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner, Engineer, or designated representatives of either of them to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this provision; (3) impose any continuing obligation upon the Owner, Engineer, or designated representatives of either of them to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property and the general public.

- B. Subject to any limitations imposed by *Walsh Constr. v. Mut. Of Enumclaw*, 104 P.3d 1146 (Or. 2005) or other applicable Oregon law, the Owner, its directors, officers, and agents, the Engineer, their consultants and employees, and any required governmental agencies and others designated in the Contract Documents shall be named as additional insureds under the Contractor's commercial general liability policy for all coverages required by the Contract Documents. The Contractor's insurance shall include a severability of interest (cross liability clause) for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage and non-contributory for both defense and indemnity, and any Owner's policies excess.
- C. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. All employers, including the Contractor, who employ subject workers who work under this Agreement in the state of Oregon shall comply with O.R.S. 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under O.R.S. 656.126. The Contractor shall ensure that each of its subcontractors complies with these requirements.
- D. The Contractor shall give notice in writing to employees who work on this Project, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work. The Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in O.R.S. 279C.100, the Contractor shall pay the employee at least time and a half pay for:
1. (A) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or (B) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 2. (B) all work the employee performs on Saturday and on any legal holiday specified in O.R.S. 279C.540.
- E. The Contractor shall comply with the prohibition set forth in O.R.S. 652.220, that compliance is a material element of this Agreement. The Contractor's failure to comply is a breach of this Agreement that entitles Owner to terminate this Agreement for cause. The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- F. Any worker employed by the Contractor shall be foreclosed from the right to collect for any overtime provided in O.R.S. 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing that Contractor has: (1) caused a circular clearly printed in boldfaced 12-point type and containing a copy of O.R.S. 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and (2)

maintained the circular continuously posted from the inception to the completion of the Agreement on which workers are or have been employed.

- G. The Contractor and every subcontractor of every tier must have a public works bond filed with the Construction Contractors Board before starting work on the Project in compliance with O.R.S. 279C.836, unless exempt under O.R.S. 279C.836(4), (7), (8) or (9).
- H. The Contractor shall include in every Subcontract a clause that requires the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless the contractor or subcontractor is exempt under O.R.S. 279C.836(4), (7), (8) or (9).
- I. The Contractor shall provide Owner with Contractor's certification of compliance with Oregon tax laws in accordance with O.R.S. 305.385.
- J. The Contractor certifies that all subcontractors performing Work described in O.R.S. 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with O.R.S. 701.035 to 701.055 before the subcontractors commence Work under the Contract Documents.
- K. As required by O.R.S. 279C.520 and 279C.540, for the Contractor's employees subject to Oregon employment laws:
 - 1. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - a. These requirements do not apply to individuals who are exempted under O.R.S. 653.010 through 653.261, or under 29 U.S.C. 201 through 209, from receiving overtime.
 - 2. The Contractor shall give notice in writing to its employees performing work under the Contract Documents of the number of hours per day and the number of days per week that the employees may be required to work. The Contractor shall provide this notice to its employees either (a) at the time of hire, (b) before they begin work under the Contract Documents, or (c) by posting a notice in a location frequented by employees.
 - 3. As required by O.R.S. 279C.530, all subject employers working under the Contract Documents are either employers that will comply with O.R.S. 656.017 or employers that are exempt under O.R.S. 656.126.
- L. The Contractor shall comply with O.R.S. 279C.520(1)(b) and (c).
- M. The Contractor shall comply with O.R.S. 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement, and failure to comply is a breach that entitles the Owner to terminate the Agreement for cause.

10.06 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without

such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner. By its signature, the Contractor certifies that the services to be performed under the Contract Documents are those of an independent contractor as defined in O.R.S. 670.600, and that the Contractor is solely responsible for the Work performed under the Contract Documents. The Contractor represents and warrants that the Contractor, its subcontractors, consultants, employees, and agents are not "officers, agents, or employees" of the Owner within the meaning of the Oregon Tort Claims Act (O.R.S. 30.260 through 30.300). The Contractor shall be responsible for all federal, state, and local taxes, and any fees applicable to payments for Work under the Contract Documents.

10.07 *Maintenance of Records*

- A. The Contractor shall maintain, in good order and on a current basis, a record copy of all subcontracts, purchase orders, drawings marked to record all changes made during construction, specifications, addenda, Change Orders, and other modifications; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; RFI logs; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of subcontracts or Work. These records shall be available to the Owner and Engineer, and, at completion of the Project, delivered to the Owner and Engineer in an organized manner as a finished product.

10.08 *Material Delivery*

- A. Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site. If authorized by the Owner, the Contractor may request payment for material delivered to the Project site and suitably stored, or for completed preparatory Work and, provided the Contractor complies with or furnishes satisfactorily evidence of the following, for material stored off the Project site:
 1. The material will be placed in a warehouse or other secure location that is structurally sound, protected, secure, and suitable for the materials to be stored.
 2. The warehouse or other location must be approved by the Owner.
 3. Materials for the Project are stored within a secure portion of the warehouse or location set aside for the Project.
 4. The Contractor furnishes a certificate of insurance to the Owner providing insurance coverage acceptable to the Owner for damage, fire, or theft, which covers the full value of all materials stored or in-transit.
 5. The Owner shall have the right of access to stored materials at all times.
 6. The Contractor assumes total responsibility for the stored materials to the extent not covered by its builder's risk insurance.
 7. At the Owner's request, the Contractor furnishes a UCC financing statement, proofs of title, satisfactory evidence that the Contractor has paid for the materials in question,

certified lists of materials stored, bills of lading, invoices and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

10.09 *Suspension & Termination*

- A. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work, in whole or in part, for such period of time as the Owner or Engineer may determine. The Contract Price and Contract Time may be adjusted for changes in the cost and time caused by such suspension, delay, or interruption. Adjustment of the Contract Price shall be consistent with the terms of the Contract Documents. No adjustment shall be made hereunder to the extent that (1) performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (2) an equitable adjustment is made or denied under another provision of this Agreement.
- B. Subject to the terms of the Contract Documents, the Owner may, at any time and for its convenience, terminate this Agreement. Upon such termination, the Contractor shall cease operations as directed by the Owner in the notice, take the actions necessary or directed by the Owner to protect and preserve the Work, and terminate or assign its existing subcontracts, purchase orders, and agreements. If the Contractor is not in default, the Contractor shall receive, as full compensation, the amounts owed for costs actually incurred up to the effective date of the termination, including all additional costs directly incurred because of the termination. The Contractor waives and relinquishes all other claims for payment and damages for such termination, including but not limited to overhead, lost profits, anticipated costs, and Work not yet performed.
- C. The Contractor may terminate the Agreement, in accordance with the Contract Documents, if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect control of the Contractor, for any of the following reasons:
 - 1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - 2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
 - 3. Because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided herein, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.
- D. Either party seeking to terminate this Agreement must provide the other party seven (7) days' written notice, during which time the nonterminating party will have the opportunity to cure the default.
- E. Upon termination under this Paragraph 10.9, the Contractor shall not in any event be entitled to recover amounts for Work not yet performed, nor anticipated or lost profits.

10.10 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.11 *Notice and Claims Procedures*

- A. A “Claim” is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the terms of this Agreement, payment of money, a change in the Contract Times, or other relief with respect to the terms of the Contract Documents. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate Claims shall rest with the party asserting the Claim.
- B. To reduce the incidence and costs to all parties of extended disputes, all Claims, whether direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except Claims that have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedures.
- C. Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner and the Engineer within fourteen (14) days of the occurrence giving rise to such Claim and shall include a clear description of the events underlying the Claim. The Contractor shall submit a written Claim statement as provided herein within thirty (30) days after submitting the notice. The Claim statement shall include a clear description of the Claim and any proposed change in the Contract Price (showing all components and calculations) or Contract Time (showing cause and analysis of the resultant delay in the critical path) and shall provide data fully supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. Failure to timely or properly submit the written notice, or the written Claim statement, shall constitute a complete and absolute waiver of the Claim or any Claims arising therefrom.
- D. Claims shall be deemed to include all changes in cost and time, whether direct or indirect, to which the Contractor or subcontractors of any tier might be entitled. Any Claim of a subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an “event giving rise to a Claim” is not a Request for Information but rather is a response that the Contractor believes would change the Contract Price or Contract Time. The fact that the Owner and the Contractor may consider, discuss, or negotiate an untimely or waived Claim shall in no way affect the notice or Claims procedures under this Paragraph.
- E. No act, omission, or knowledge of the Owner or Engineer, whether actual or constructive, shall be a waiver of the requirement for timely notice and a written Claim statement unless the Owner and Contractor mutually execute an unequivocal written waiver as a modification to this Agreement. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that may have been defective or untimely under the Contract Documents shall not constitute a waiver of the provisions of the Contract Documents. The Contractor expressly acknowledges and agrees that the Contractor’s failure to timely submit required notices or Claims substantially prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, modify impacted Work, or monitor time, costs, and quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the Contractor’s failure to timely submit notices or Claims as required by the Contract Documents, and the Owner shall not be required to establish any actual prejudice in order to enforce the notice and Claim provisions of the Contract Documents.

- F. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Work under this Agreement and maintain the Contract Times stated herein, and the Owner shall continue to make payments in accordance with the Contract Documents.

10.12 *Dispute Resolution*

- A. Claims, disputes, or other matters in controversy arising out of or related to this Agreement, except for those waived under the Contract Documents, shall be subject to mediation as a condition precedent to the initiation of litigation. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association (AAA), or such other mediation service to which the parties mutually agree, and the mediation shall be administered by the AAA (or other agreed service) in accordance with its current Construction Industry Mediation Procedures. A request for mediation shall be made in writing and delivered to the other party to the Agreement. Mediation shall proceed in advance of litigation, as an express condition precedent, and litigation shall be stayed pending mediation, unless stayed for a longer period by agreement of the parties or court order.
- B. Any disputes that are not resolved through negotiations or mediation shall be resolved by litigation and not by arbitration. The Contractor may not bring litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Agreement. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of the Contract Documents. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and this requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. Neither the Contractor nor a subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law). The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or subcontractor of any tier.

10.13 *Waiver of Consequential Damages*

- A. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes without limitation:
 1. Damages incurred by the Owner for rental expenses, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
 2. Damages incurred by the Contractor for principal and home office overhead and expenses, including without limitation the compensation of personnel stationed there, for losses of financing, business, and reputation, for losses on other projects, for interest or financing costs, and for loss of profit, except as explicitly allowed under the Contract Documents.
- B. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the Contract Documents.
- C. Nothing contained in this Paragraph 10.13 shall be deemed to preclude assessment of Liquidated Damages, when applicable, in accordance with the requirements of the Contract

Documents, or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect, or consequential damages alleged by a third party.

10.14 *Governing Law*

- A. This Agreement shall be governed by the internal law of the place where the Project is located, excluding that jurisdiction's choice of law principles. The venue for any litigation shall be in Coos County, Oregon.

10.15 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision and harmonizing the other provisions of the Contract Documents.

10.16 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.16:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the execution of this Agreement;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Agreement to the detriment of Owner, (b) to establish Bid or Contract 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.

10.17 *Other Provisions*

- A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- B. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
 - C. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract Time shall commence on the effective date of the Notice to Proceed.
 - D. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Coos County Airport District	CONTRACTOR: LTM, Inc. dba Knife River Materials
_____	_____

By: Rodger Craddock

Title: Executive Director

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

1100 Airport Lane

North Bend, OR 97459

Address for giving notices:

3055 Ocean Blvd.

Coos Bay, OR 97420

NOTICE OF AWARD

Date of Issuance:

Owner: Coos County Airport District Owner's Contract No.: FAA/AIP No.: 03-41-0041-056/057

Engineer: Ardurra Group Inc. Engineer's Project No.: 230521

Project: Southwest Oregon Regional Contract Name: Reconstruct Apron
 Airport Apron Reconstruction

Bidder: LTM, Inc. dba Knife River Materials

Bidder's Address: 3055 Ocean Blvd, Coos Bay, OR 97420

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 21st, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Bid Schedule A.

The Contract Price of the awarded Contract is: \$1,392,490.00

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

5 sets of the Contract Documents and Drawings have been transmitted or made available to Bidder, or will be delivered separately.

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 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements the Contract Security (Payment and Performance Bonds) and Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
 - b. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on TBD – estimated August 2024.
 - c. Complete Public Works Contract Report (WH-5) and submit to the Oregon Department of Revenue within thirty days of award.

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: Coos County Airport District

Authorized Signature

By: Rodger Craddock

Title: Executive Director
