



TRANSMITTAL

DATE: March 25, 2010

TO: **Jim Voetberg/City Manager**
City of Newport
169 SW Coast Highway
Newport, OR 97365

TELEPHONE NO: (541) 574-0601

FAX NO:

FROM: Terry Kessler

TELEPHONE NO: (541) 754-0043

FAX NO: (541) 754-7649

PROJECT: Airport Rotating Beacon and Tower - AIP Project No. 3-41-0040-017

PROJECT NO: NPT001

COPIES:

AS YOU REQUESTED

FOR YOUR FILES

RETURN REQUESTED

FOR YOUR INFORMATION

RECORDS MANAGEMENT

FOR YOUR SIGNATURE

Item No.	No. of Copies	Description
1	2	Fully Executed Task Order No. 1 to Engineering Services Agreement between City of Newport and Precision Approach Engineering, Inc.

COMMENTS:

p:\n\ntp001-airp rotat beac & twr\0300com\0371correspondence\transmittals\ntp001-t02.docx

**TASK ORDER NO. 1
TO
ENGINEERING SERVICES AGREEMENT
CITY OF NEWPORT
NEWPORT MUNICIPAL AIRPORT**

AIRPORT ROTATING BEACON AND TOWER

This TASK ORDER NO. 1 to the Engineering Services Agreement dated March 18, 2010, hereinafter called Agreement, between the CITY OF NEWPORT, (OWNER), and PRECISION APPROACH ENGINEERING, INC., (ENGINEER).

AIP Project No. 3-41-0040-017

The design for this Project will include:

1. Installation of a new rotating beacon and tower
2. Demolition and removal of the existing tower and rotating beacon

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties mutually agree as follows:

A. SCOPE OF SERVICES

OWNER agrees to utilize the services of ENGINEER and ENGINEER agrees to perform the following engineering services to the PROJECT.

1. ENGINEER shall prepare contract documents including construction drawings, specifications, invitation to bid, and related contract forms for the Project described above. ENGINEER shall also provide opinions of construction costs. The final drawings and specifications shall be approved by the OWNER and FAA prior to advertisement for bid. The Scope of Services for this Project is further defined in Exhibit A.
2. ENGINEER shall assist OWNER with bidding and construction management services as further defined in Exhibit B.

B. OWNER'S RESPONSIBILITIES

1. OWNER shall pay publishing costs for advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project, if applicable.

C. COMPENSATION

1. OWNER shall pay ENGINEER according to the fee schedule set forth in Exhibit C.

2. OWNER shall pay ENGINEER for ENGINEERING DESIGN SERVICES as described in Exhibit A, according to the labor rates shown in Exhibit C. The not to exceed total cost for these services is **Thirty Four Thousand Sixty Dollars (\$34,060)**.
3. OWNER shall pay ENGINEER for SERVICES DURING CONSTRUCTION as described in Exhibit B, according to the labor rates shown in Exhibit C. The not to exceed total cost for these services is **Fourteen Thousand Nine Hundred Eight Dollars (\$14,908)**.
4. Any amount over the maximum estimated cost for the services as set forth in Exhibit A and Exhibit B because of scope of work changes will be negotiated and agreed upon between OWNER and ENGINEER in writing prior to beginning of additional work.
5. OWNER recognizes that the construction schedule or the level of service necessary for compliance with the project requirements is not controlled by ENGINEER, and that the compensation for services is dependent upon the actual time expended by the Construction Contractor for construction. The parties may agree in writing to increase the maximum estimated fees stated in C-3 above if it is determined that more effort than is budgeted is required to complete the construction work.
6. In the event additional engineering services are required to complete this Project that exceed the budget and such services will extend beyond 2010, the hourly rates set forth in Exhibit C may be increased by ENGINEER with prior written notice to OWNER.
7. ENGINEER's direct non-salary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll costs. Such direct non-salary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct non-salary expenses shall include, but not be limited to, necessary transportation costs, including mileage at the current rate per mile allowed by IRS when the ENGINEER's own automobiles are used and standard rates per passenger mile when aircraft are used, meals and lodging, equipment rental, computer services, typing service, telephone, printing, binding, and copying charges.
8. The ENGINEER will apply a 5-percent markup for engineering subconsultant services when invoicing OWNER.

D. MISCELLANEOUS

All terms and conditions of the Agreement apply to this Task Order as though fully set forth therein. In the event of a conflict between this Task Order and the Engineering Services Agreement, the terms of this Task Order shall apply.

The parties do mutually agree to all mutual covenants and agreements contained within this Task Order No. 1.

CITY OF NEWPORT

By: Jim Vertey

Title: City Manager

Date: 3/25/10

PRECISION APPROACH ENGINEERING, INC.

By: John W. Shute

Title: VP

Date: 3-25-2010

p:\n\pnt001-airp rotat beac & nvr\0000con\0030contract\to#1\to#1_npt001_final.docx

EXHIBIT A
to
TASK ORDER NO. 1

CITY OF NEWPORT
NEWPORT MUNICIPAL AIRPORT

SCOPE OF WORK
ENGINEERING DESIGN SERVICES
AIRPORT ROTATING BEACON AND TOWER

ENGINEER-PROVIDED DESIGN SERVICES

1. Administrative Tasks

- a. Meet with the OWNER to define project scope, funding regulations, and schedule.
- b. Prepare preliminary layouts and costs.
- c. Review and evaluate 2 alternative beacon locations with the OWNER.
- d. Assist the OWNER in administrative section of Contract Document.
- e. Assist the OWNER in establishment of DBE goal.
- f. Provide coordination and management of subconsultants.
- g. Coordinate subconsultant field activities with the OWNER.
- h. Determine and submit FAA Form 7460-1 - Notice of Proposed Construction or Alteration.
- i. Coordinate airport operations impacts with the OWNER and evaluation of alternatives.
- j. Prepare for and conduct a Pre-Bid conference for prospective bidders following approval of Final Design.

2. Pre-Design Tasks

- a. Conduct on-site evaluation of two (2) alternative beacon locations. Determine feasibility of each location considering engineering design and construction costs, constructability, and compatibility with the developmental needs of the OWNER.

- b. Following the OWNER's selection of location and layout, meet and coordinate to determine final project schedule and impacts to Airport operations.
- c. In the event that one of the alternative locations for the beacon is not selected, it is assumed:
 - 1) The new rotating beacon and tower will be located at or adjacent to the existing airport rotating beacon and tower.
 - 2) Electrical service for the existing beacon will be adequate for the new facility.
 - 3) New rotating beacon will be equipped with an obstruction light.
- b. Collect and review existing documents.
- c. Provide survey to obtain height of existing beacon light and data required to portray existing conditions and to complete design and set control for construction, if required.
- d. Site visit by electrical engineer (subconsultant) for evaluation of existing power connections and site conditions.
- e. Review design elements for compatibility with existing tower power and facilities.
- f. Obtain geotechnical information (subconsultant) to include one test pit and soil samples as required for soil classifications in the vicinity of new tower footings.

3. Design Tasks

- a. Attend design meeting with the OWNER or the OWNER's representative to review and discuss ENGINEER's pre-design recommendations and make any changes to scope of work, schedule, impacts to Airport operations, and provide support needed to complete design.
- b. Prepare preliminary construction drawings.
- c. Prepare preliminary legal and technical specifications.
- d. Submit complete preliminary plans, specifications, construction quantities, and cost opinion.
- e. Prepare a construction safety plan in accordance with FAA guidelines and airport operational procedures for construction improvements.
- f. Prepare draft design report in following FAA guidelines.

4. Final Design Tasks

- a. Incorporate comments and respond as necessary to requests for additional information.
- b. Finalize work elements identified under Scope of Services.
- c. Finalize construction contract plans, specifications, quantities, and construction cost opinion.
- d. Submit final plans and specifications for FAA and OWNER approval.
- e. Make final changes identified in final review.

- f. Complete and submit Design Report to FAA and OWNER.
- g. Prepare and Conduct pre-bid conference with the OWNER.

5. Document Preparation

- a. The ENGINEER shall provide 15 sets of the approved drawings and specifications to supply Contractors requesting drawings for purposes of bidding; shall furnish the FAA with 1 set and the OWNER with 3 sets of drawings and specifications for their files; and shall furnish 3 bound sets of specifications and half-size drawings, and one full-size set of drawings, at no charge to the Contractor, for use during construction. The expense of any additional sets of drawings and specifications shall be compensated for at their cost to the ENGINEER.

p:\n\ntp001-airp rotat beac & twr\0000con\0030contract\to#1\exh a to to#1_dsn scope of work_npt001_final.docx