

TASK ORDER NO. 6
LAKE CREEK MITIGATION CULVERT
SERVICES DURING CONSTRUCTION

NEWPORT MUNICIPAL AIRPORT
AIP Project No. 3-41-0040-027-2020

Included herein is TASK ORDER NO.6 to the Engineering Services Agreement and any Amendment(s) dated March 3rd, 2015, hereinafter called CONTRACT, between City of Newport, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at Newport Municipal Airport and is desirous to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services for Services During Construction.

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

A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in Exhibit A, Scope of Services, attached.

B. OWNER'S RESPONSIBILITIES

1. The OWNER shall make available to CONSULTANT all technical data in OWNER's possession that contain pertinent information required by CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the 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.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

C. COMPENSATION FOR CONSULTING SERVICES

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

1. The OWNER shall pay the CONSULTANT for the SERVICES DURING CONSTRUCTION set forth in Exhibit A, attached, according to the labor rates shown in Exhibit B agreement and direct nonsalary expenses at actual cost. The maximum estimated total cost for these services is TWO HUNDRED NINE THOUSAND FOUR HUNDRED Dollars (\$209,400).

Any amount over the maximum estimated cost for the services as set forth in Exhibit A because of a scope of work changes will be negotiated and agreed upon between the OWNER and the CONSULTANT in writing prior to beginning of additional work.

2. The OWNER recognizes that the construction schedule is not controlled by the CONSULTANT and that the compensation for services is dependent upon the actual time expended by the OWNER and by the Construction Contractor for construction. If it is agreed by the OWNER and the CONSULTANT that more effort than is budgeted is required to complete the construction work, the maximum estimated fee shown in C-1 above shall be increased accordingly.
3. In the event that the engineering services are required in connection with this project beyond 2020, the Consultant's Hourly Rates shall be adjusted to conform with the CONSULTANT's standard rates as established for the subsequent years.
4. The CONSULTANT's direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll costs. Such direct nonsalary 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 CONSULTANT. Direct nonsalary expenses shall include, but not be limited to, necessary transportation costs, including mileage at the current rate per mile allowed by the IRS when automobiles are used and standard rates when aircraft are used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.

"The CONSULTANT shall have the option to charge Construction Observer expenses in lieu of as stated above, as follows:


- Meals and lodging incurred by the Construction Observer(s) will be invoiced as per diem at the current standard rate allowable by the Internal Revenue Service. The Consultant shall not be required to provide documentation for meals, lodging, and incidental expenses that do not exceed the daily rate."

D. AUTHORIZE SIGNER


Each person signing this Amendment represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Task Order to Professional Services Agreement.

WITNESSETH that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

CITY OF NEWPORT, OREGON

By: 
Title: City Manager
Date: 12/16/20

PRECISION APPROACH ENGINEERING, INC.

By: 
Title: President
Date: 6/9/2020

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**EXHIBIT A
TO
TASK ORDER NO. 6**

**SCOPE OF SERVICES FOR
LAKE CREEK MITIGATION CULVERT
SERVICES DURING CONSTRUCTION**

**NEWPORT MUNICIPAL AIRPORT
AIP Project No. 3-41-0040-027-2020**

PROJECT DESCRIPTION

This project consists of the following principal construction elements scheduled to occur in 2020:

- Stream diversion throughout project phases
- Waterway enhancements including riprap, streambed gravel, and fish rocks
- Construction of a new culvert to allow fish passage under Harlan-Burnt Woods Road
- Temporary traffic control and road modifications
- Partially remove and abandon existing 24" culverts

CONSULTANT ELEMENTS OF WORK

Precision Approach Engineering, Inc. (PAE) will provide construction administration and observation to assist the City of Newport (City), with subconsultants, as noted, and listed in the Scope of Services below. Construction of improvements will follow the project Contract Document and the Federal Aviation Administration (FAA) standards and guidelines.

SERVICES DURING CONSTRUCTION (SDC) - SCOPE OF SERVICES

- **Task 1 – Project Administration/Management**

PAE will manage internal project efforts, coordination with the City, FAA, and subconsultants shown in this scope of services. PAE's specific responsibilities/activities consist of:

- a) Client communications and information exchange
- b) Coordination with subconsultant (environmental)
- c) Project management/administration
- d) City/FAA/contractor coordination
- e) In-house file and network management
- f) Project invoicing

Deliverables

- Monthly invoices

- **Task 2 – Contract Award**

PAE will assist City staff with contract award. PAE's specific responsibilities/activities consist of:

- a) Assist City with writing/issuing the Notice to Proceed (NTP)
- b) Prepare conforming contract documents containing contract, bonds, proposal, and other signature forms
- c) Prepare and conduct pre-construction conference (per FAA AC 150/5370-12B). Assumes Project Manager and Resident Observer will attend
- d) Review and coordinate revisions to Contractor's proposed work schedule

Deliverables

- Draft NTP for City use
- Conforming contract documents
- Preconstruction conference agenda/checkoff list
- Preconstruction meeting minutes

• **Task 3 – Pre-construction Work**

PAE's specific responsibilities/activities consist of:

- a) Incorporate addenda and provide electronic drawing files to Contractor – 15 drawings (requires converting CAD files prior to providing to Contractor)
- b) Review Contractor submittals and material certifications (estimate 8-12 submittals)
- c) Review Contractor-provided quality control plan and provide 1 round of comments to Contractor
- d) Set up construction files

Deliverables

- Electronic drawing files to City and Contractor
- Submittal review comments
- Quality Control Plan review comments

• **Task 4 – Construction Services – Assume 122 Calendar Days of Onsite Construction Duration.**

- a) Project Manager Services During Construction Management/Coordination. PAE's and subconsultant specific responsibilities/activities also include:
 - Correspondence with City, FAA, and Contractor
 - Participate in progress/safety meetings with City and Contractor, review work completed and work in progress. Assume 15 work days onsite.
 - Prepare contract change orders and supplemental agreements with associated cost justifications as necessary
 - Respond to Contractor's requests for information (RFI)
 - Conduct substantial completion walkthrough
 - Prepare punch list items as necessary
 - Construction administration and coordination with construction observer
- b) Construction Observation and Administrative Support – Assume 122 Calendar Days of Onsite Construction - Provide one, part-time construction observer to monitor general conformance with plans and specifications for up to 40 hours per week of field and office time. In addition to construction observation, onsite construction observation also includes:
 - Correspondence with Contractor and City
 - Prepare daily and weekly inspection reports; weekly inspection reports to follow FAA format and will include photos representing work performed for period (approximately 4 photos per report)
 - Participate in weekly progress/safety meetings with Contractor and City
 - Assist with preparation of pay estimates for Contractor's completed work, including field measurements and CAD time to verify quantities
 - Prepare monthly letter to the City recommending Contractor payment

- Review Contractor's quality control and acceptance testing results
- Assist with preparation of contract change orders and supplemental agreements as required
- Collect Contractor's certified payroll and periodically check wage rates for conformance to contract requirements, includes admin time
- Perform wage rate interviews
- Conduct substantial completion inspection with City
- Prepare punch list items as necessary
- Prepare draft substantial completion letter for City use

Deliverables

- Weekly inspection reports to City and FAA
- Monthly pay estimates including a letter recommending payment to Contractor
- Contract change orders/supplemental agreements/RFI responses if required
- Wage rate interviews
- Punch list documenting construction deficiencies noted during substantial completion inspection
- Draft substantial completion letter for City use

• **Task 5 – Project Closeout (per NWMR Engineering Guidance 2013-12)**

- a) Project Manager and construction observer to coordinate and attend final inspection
- b) Collect and verify DBE data to be included in final report
- c) Obtain release of liens from prime contractor and subcontractors
- d) Draft final completion letter for City use
- e) Create Electronic AutoCAD Record Drawings from Contractor-provided markups and prepare electronic and printed sets of deliverables
- f) Review final project test results.
- g) DBE Reporting - Provide summary of DBE Engineer and Contractor participation (draft FAA "Uniform Report of DBE Awards or Commitments and Payments) for input into dbe-Connect system

Deliverables

- Final inspection and acceptance letter
- AutoCAD record drawings to City, PDF record drawing file to City and FAA
- Annual DBE reporting

• **Additional Services - Subcontracted**

Environmental Support

Subconsultant will provide miscellaneous field and office support services during construction. The specific responsibilities/activities consist of:

- a) Project management and quality control
- b) Oversee isolation of work area from waterway and salvage any fish from work area prior to dewatering. Work includes obtaining fish salvage permit, coordination with Oregon Department of Fish and Wildlife, and up to five days onsite and travel time
- c) Respond to Contractor's requests for information (RFI)
- d) Post construction site monitoring as necessary for permit conformance. Includes five days onsite and travel time

EXCLUSIONS

This scope of services provides for general review of the Contractor's work for general conformance with the contract documents and does not include performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope of services and fee proposal will be required.

The following items are specifically excluded from this scope of services:

- Material Testing –All material testing is to be scheduled, paid, and performed by independent testing laboratory hired by the Contractor. Construction services associated with testing will include review of test results for conformance with project specifications.
- Project Construction Survey – Project construction survey to be performed by a State licensed Professional Land Surveyor, hired and paid for by the Contractor.

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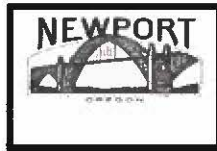
EXHIBIT B
to
TASK ORDER # 6

**LAKE CREEK MITIGATION CULVERT
SERVICES DURING CONSTRUCTION**

NEWPORT MUNICIPAL AIRPORT - AIP PROJECT NO. 3-41-0040-027-2020

**OREGON
2020 STANDARD LABOR RATES**

Classification	2020 Rate
ADMIN 1	\$75.00
ADMIN 2	\$87.40
ADMIN 3	\$100.80
ADMIN 4	\$112.20
ADMIN 5	\$125.40
ADMIN 6	\$138.00
TECHNICIAN 1	\$100.60
TECHNICIAN 2	\$112.20
TECHNICIAN 3	\$125.40
TECHNICIAN 4	\$140.40
TECHNICIAN 5	\$157.20
TECHNICIAN 6	\$176.00
TECHNICIAN 7	\$195.40
ENGINEER 1	\$125.80
ENGINEER 2	\$141.20
ENGINEER 3	\$154.20
ENGINEER 4	\$170.80
ENGINEER 5	\$195.40
ENGINEER 6	\$221.80
ENGINEER 7	\$249.60
ENGINEER 8	\$278.60
ENGINEER 9	\$312.00



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Task Order no. 6 L.C.M.C service during construction Date: 12/16/2020

Statement of Purpose: Engineering Services Agreement between City of Newport and Precision Approach Engineering

Department Head Signature: [Signature]

Remarks, if any: [Signature]

City Attorney Review and Signature: [Signature] Date: 12/16/2020

Other Signatures as Requested by the City Attorney: _____

	Signature					Name/Position
	Date:					
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>			
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>			
City Council Approval Needed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			Date: <u>6/15/2020</u>	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 12/16/20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 12/23/2020

Date posted on website: 12/23/20

