



Kent Taylor Civic Hall
200 NE Second Street
McMinnville, OR 97128

City Council Meeting Agenda

Tuesday, September 8, 2020

5:30 p.m. – Executive Session (CLOSED TO THE PUBLIC)

6:00 p.m. – Work Session

7:00 p.m. – Regular Council Meeting

Welcome! The public is welcome to attend, however if you are not feeling well, please stay home and take care of yourself. In accordance with Governor Kate Brown's Executive Order we are limiting the amount of people at Civic Hall and if we meet capacity we may ask you to leave. **With new face covering mandate all who wish to attend public meetings must wear a face mask or some kind of face covering is required.**

The public is strongly encouraged to relay concerns and comments to the Council in one of three ways:

- Email at any time up to 12 p.m. the day of the meeting to Claudia.Cisneros@mcminnvilleoregon.gov;
- If appearing via telephone only please sign up prior to the meeting by emailing the City Recorder at Claudia.Cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;
- Join the zoom meeting; send a chat directly to City Recorder, Claudia Cisneros, to request to speak and use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic.

You can live broadcasts the City Council Meeting on cable channels Xfinity 11 and 331,
Frontier 29 or webstream here:

www.mcm11.org/live

CITY COUNCIL WORK SESSION & REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/93700753612?pwd=QzRSK3ZsUUxKMUtYWWEtBZ1I4ZmVkQT09>

Zoom ID: 937-0075-3612

Zoom Password: 195997

Or you can call in and listen via zoom: 1-253- 215- 8782

ID: 937-0075-3612

5:30 PM – EXECUTIVE SESSION – VIA ZOOM (NOT OPEN TO THE PUBLIC)

1. CALL TO ORDER
2. Executive Session pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
3. ADJOURNMENT

6:00 PM – COUNCIL WORK SESSION – VIA ZOOM & COUNCIL CHAMBERS

1. CALL TO ORDER
2. HOUSE BILL 2001 FOLLOW-UP
3. ADJOURNMENT

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM & COUNCIL CHAMBERS

1. CALL TO ORDER & ROLL CALL

2. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.*

3. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 - b. Department Head Reports

4. CONSENT AGENDA
 - a. Consider request from Blue Ocean Wines LLC.: Blue Ocean Wines LLC. located at 581 NE 3rd Street for an OLCC Winery 1st Location Liquor License.

5. RESOLUTION
 - a. Consider **Resolution No. 2020-55**: A Resolution authorizing the City Manager to execute the forthcoming grant offer from the Federal Aviation Administration relative to the construction of the McMinnville Municipal Airport Apron & Taxiway Rehabilitation project contingent upon the City Attorney's review.
 - b. Consider **Resolution No. 2020-56**: A Resolution approving an Intergovernmental Agreement between the City of McMinnville and McMinnville Water & Light related to the Three Mile Lane Bridge replacement project utility construction services.
 - c. Consider **Resolution No. 2020-57**: A Resolution approving Task Order No. 2 to the Personal Services Contract for utility construction services related to the Three Mile Lane Bridge replacement project.

6. ADJOURNMENT

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice: Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702 or Claudia.Cisneros@mcminnvilleoregon.gov.

Executive Sessions: *The McMinnville City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660 but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.*



City Recorder Use
Final Action:
<input type="checkbox"/> Approve
<input type="checkbox"/> Disapprove

Liquor License Recommendation

Business name/individual: Blue Ocean Wines LLC

Business Location Address: 581 NE 3rd St

Liquor License Type: Winery 1st Location

Is the business at this location currently licensed by OLCC: yes no

If yes, what is the name of the existing business?: [Click here to enter text.](#)

Days of operation: N/A N/A Hours of operation: N/A

Entertainment: N/A Hours of music: N/A

Seating count inside: N/A Seating count outside: N/A Seating count total: N/A

Exemptions: N/A

Tritech Records Management System check: yes no

Criminal Records check: yes no

Recommended action: approve disapprove

Chief of Police/Designee

City Manager/Designee



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: August 26, 2020
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: McMinnville Municipal Airport Apron & Taxilane Rehabilitation Project

Report in Brief:

This action is the consideration of a resolution to accept a forthcoming Federal Aviation Administration (FAA) grant offer in the amount of \$1,467,207 for construction and construction services for the McMinnville Municipal Airport Apron & Taxilane Rehabilitation Project.

Discussion:

On May 15, 2020, the City submitted a grant application for the McMinnville Municipal Airport Apron & Taxilane Rehabilitation project. The City has been notified by the FAA that the project has been funded, and it is expected that the FAA will send out a grant offer for the City's acceptance in September.

The FAA asked the City to accept and sign the offer within a few days of receiving it. In order to meet this timeline, the Council is being asked to authorize the City Manager to execute the forthcoming FAA Grant Offer contingent upon the City Attorney's review of the terms and conditions.

The Grant Application is in the amount of \$1,467,207. This will be the final grant for this project using FAA (AIP) Grants (discretionary and non-discretionary funds) that will cover consulting and construction costs. 100% of this grant is federally funded with no City match required.

This project consists of reconstructing approximately 9,345SY of aircraft apron, design apron geometry and size to accommodate 19 current tie down positions, demolition and removal of existing pavement, preparations of a pavement sections design based on the anticipated aircraft using the apron, possible subgrade stabilization, drainage structures and underdrains, shoulder work, pavement markings, and construction of new tie down anchors.

Construction is expected to begin in August of 2021.

Attachments:

1. Resolution
3. Grant Application

Fiscal Impact:

The project is funded by a forthcoming FAA-AIP grant offer whereas the FAA funds 100% of the project and no City match will be required.

Recommendation:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the forthcoming grant offer from the Federal Aviation Administration relative to the construction of the McMinnville Municipal Airport Apron & Taxiway Rehabilitation project contingent upon the City Attorney's review.

RESOLUTION NO. 2020 – 55

A Resolution authorizing the City Manager to execute the forthcoming grant offer from the Federal Aviation Administration relative to the construction of the McMinnville Municipal Airport Apron & Taxilane Rehabilitation project contingent upon the City Attorney’s review .

RECITALS:

WHEREAS, The City with the help of its consultant, Century West Engineering, has submitted a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant application for Construction and Construction Services for the McMinnville Municipal Airport Apron & Taxilane Rehabilitation Project.

WHEREAS, It is expected that the FAA will send out a grant offer for the City’s acceptance in September, and the FAA asked the City to accept and sign the offer within a few days of receiving it. In order to meet this timeline, the Council is being asked to authorize the City Manager to execute the forthcoming FAA Grant Offer contingent upon the City Attorney’s review of the terms and conditions.

WHEREAS, The Grant Application is in the amount of \$1,467,207. This will be the final grant for this project using FAA (AIP) Grants (discretionary and non-discretionary funds) that will cover consulting and construction costs. 100% of this grant is federally funded with no City match required.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. The City Manager is hereby authorized and directed to execute the forthcoming agreement with the Federal Aviation Administration for the McMinnville Municipal Airport Apron & Taxilane Rehabilitation project in the amount of \$1,467,207.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of September 2020 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 8th day of September 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

MMV

AIP Development Application Checklist

3-41-0036-019-2020

- 1. SF424
- 2. SF5100-100
- 3. CIP Data Sheet
- 4. Standard DOT Title VI Assurances
- 5. Certification for Contracts Grants Loans
- 6. Airport Sponsor Assurances
- 7. Current FAA Advisory Circulars
- 8. SF5100-134 Sponsor Certification for Selection of Consultants
- 9. SF5100-132 Sponsor Certification for Plans and Specs
- 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- 13. SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition)
- 14. SF5100-135 Sponsor Certification for Conflict of Interest
- 15. Title VI Pre-Award Sponsor Checklist

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
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* 3. Date Received: 05/13/2020	4. Applicant Identifier: _____
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5a. Federal Entity Identifier: 3-41-0036-019-2020	5b. Federal Award Identifier: _____
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State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
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8. APPLICANT INFORMATION:

* a. Legal Name: City of McMinnville	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002204	* c. Organizational DUNS: 0852566260000

d. Address:

* Street1: 231 NE 5th Street
Street2: _____
* City: McMinnville
County/Parish: _____
* State: Oregon
Province: _____
* Country: USA: UNITED STATES
* Zip / Postal Code: 97128

e. Organizational Unit:

Department Name: City of McMinnville	Division Name: McMinnville Municipal Airport
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____	* First Name: Mike
Middle Name: _____	
* Last Name: Bisset	
Suffix: _____	
Title: Community Development Director	
Organizational Affiliation: City of McMinnville	
* Telephone Number: (503) 434-7312	Fax Number: _____
* Email: mike.bisset@mcminnvilleoregon.gov	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

FAA

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-41-0036-019-2020

* Title:

Apron and Taxilane Rehabilitation, Construction

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

McMinnville, Yamhill County, Oregon

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**


Rehabilitate Apron and Taxilane pavement, and shoulder construction and grading

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="1st/OR"/>	* b. Program/Project: <input type="text" value="1st/OR"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="8/16/2021"/>	* b. End Date: <input type="text" value="10/01/2021"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="\$1,467,207"/>
* b. Applicant	<input type="text" value="\$0"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$1,467,207"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Jeff"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Towery"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="City Manager"/>	
* Telephone Number: <input type="text" value="(503) 434-7302"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="jeff.towery@mcminnvilleoregon.gov"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="5-14-2020"/>



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated ___/___/___ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of McMinnville and Yamhill County has established zoning and an airport overlay to assure compatible land use in the vicinity of the airport. The proposed improvements are permitted outright by current zoning.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Yes.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Yes.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The airport is owned by the City of McMinnville. The current exhibit A is on file at the ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$ 5,000		\$ 5,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees	189,825		189,825
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	1,272,382		1,272,382
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 1,467,207		\$ 1,467,207
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	1,467,207		1,467,207
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 1,467,207		\$ 1,467,207
19. Federal Share requested of Line 18	1,467,207		1,467,207
20. Grantee share	0		0
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 1,467,207		\$ 1,467,207

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Apron and Taxilane Rehabilitation Project
AIRPORT: McMinnville Municipal Airport
1. Objective: Construct and provide construction management services for the rehabilitation of apron and taxilane, reconfiguration of aircraft tie-downs, and drainage and grading improvements
2. Benefits Anticipated: The project will provide for the restored service life of the east apron pavement. Tie-down reconfiguration and grading improvements to assure that the reconstructed apron will meet current FAA standards. Drainage improvements to assure that the area will properly drain once the project is constructed. Construction management will assure that project is constructed in accordance with design and FAA construction specifications.
3. Approach: (See approved Scope of Work in Final Application) Construct per design which is in accordance with FAA advisory circulars and design standards. Consultant Scope of Work provides a detailed approach for the construction management services to be performed.
4. Geographic Location: City of McMinnville, OR Yamhill County, OR State of Oregon
5. If Applicable, Provide Additional Information: None
6. Sponsor's Representative: (include address & telephone number) Mike Bisset, Community Development Director, City of McMinnville 231 NE 5th Street, McMinnville, OR 97128 503-434-7312

CIP DATA SHEET

AIRPORT	McMinnville Municipal Airport	LOCID	MMV	LOCAL PRIORITY	
PROJECT DESCRIPTION	Apron and Taxiway Rehabilitation Project	PLANNED YEAR TO CONSTRUCT	2021		



JUSTIFICATION: This apron area has deteriorated and is beyond its service life. A 2015 PCI report recommended reconstruction of this area. 2015 PCI values ranged from 6 to 37. 2020 PCI values are projected to be 0 to 31. Tiedown layout may need reconfiguration due to current layout standards. A portion the area serves aircraft of greater than 60k #'s. The remainder of the apron serves 12.5k # aircraft. Funding limitations may require construction in phases or bidding as a base bid with additive alternates.

COST ESTIMATE:

ADMINISTRATION:	\$ 5,000	1. Construction	\$ 1,272,382	
ENGINEERING:	\$	2	\$	5 \$
INSPECTION:	\$ 189,825	3	\$	TOTAL: \$ 1,467,207

Federal (%) \$ 1,467,207 **State** \$ 0 **Local (%)** \$ 0

SPONSOR VERIFICATION:	Date (see instruction sheet or attached comments for more information)	
For each and every project as applicable	2010	-Date of approved ALP with project shown
	1/2019	-Date of environmental determination (ROD, FONSI, CatEx)
	na	-Date of land acquisition or signed purchase agreement
	2013	-Date of pavement maintenance program
	na	-Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE: **DATE:** 13 May 2020

PRINTED NAME: Mike Bisset **TITLE:** Community Development Director

PHONE NUMBER: 503-434-7312 **EMAIL:** mike.bisset@mcminnvilleoregon.gov

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

INSTRUCTIONS FOR COMPLETING
CAPITAL IMPROVEMENT PLAN DATA SHEET

A Capital Improvement Plan (CIP) Data Sheet must be submitted for each major work item that is requesting Federal assistance over the next 5 years. Submittal of this information is necessary to effectively administer the Airport Improvement Program.

HEADER INFORMATION - Include the name of the airport, the LOCID, the local priority of the requested work, the project description and the desired Federal fiscal year (October 1st to September 30th) that you desire the project.

SKETCH - Color-coded sketch that depicts and identifies the scope of the proposed project. An aerial photo can be used as long as it shows the proposed project information.

JUSTIFICATION - Answers the questions of what it is, why is it needed and what is the benefit. This is a very important part of your Capital Improvement Plan. The information is required to accurately determine the eligibility of your project and its priority for funding. Projects without adequate justification cannot be added to the CIP. To help you prepare solid justification we have compiled the following list of suggestions, which you can use to support your assessment of the need for this project. Be sure to list all reasons and needs for your project and include a detailed description of existing conditions. Use extra pages if needed.

- For pavement rehabilitation include the age of the pavement, distresses, Pavement Condition Index (PCI) Rating (may be able to obtain this info from ODA), or any other factor that would affect pavement life. Include type of pavement (apron, runway) and dimensions (linear feet and width or square footage). Also include what you have done to maintain the pavement over its lifetime and the date of the last major rehabilitation (i.e. overlays, sealcoats, etc.)
- New taxiways/taxilanes – what will this taxiway/taxilane serve? Does it serve a hangar area? Is it a parallel taxiway? What width are you proposing? If you propose a width that is wider than FAA standards, indicate how that additional pavement will be funded.
- For Apron Expansion indicate the current size of the apron and what you plan to add. Indicate why you need more apron space and how the apron area will be used (tie down area, etc).
- For fencing projects – indicate the height of the fence and lineal footage. Also, explain why the fence is needed (i.e. deer fencing, security, etc)
- Land acquisition explain what the land is needed for – approach protection? Development such as a new hangar area? Also include if it is fee or easement. Include parcel numbers and acreage of those parcels. Please state if residences or businesses will be acquired.
- For Arrival/Departure Building, provide what type of facility you currently have and what you plan to build (square footage, types of rooms)

COST ESTIMATE - The estimate of total cost including the Federal, State and Local shares. For first year projects, attach a detailed cost estimate showing unit costs; aggregate in square yards (S.Y.), concrete paving in square yards (S.Y.) and asphaltic paving in tons. Separate the costs for land acquired in fee and land acquired in easement. Note if the project is dependent on other sources of funding (i.e. other agency grants)

SPONSOR VERIFICATION - The verification that the project is properly planned and is ready to "go" within the first year of the CIP for applicable projects. Except for equipment acquisition, proposed development and land acquisition must be shown on an approved ALP, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. These requirements must be completed before a project can be considered for upcoming year funding. For the 2nd and 3rd years of the CIP program, the sponsor should be working towards satisfying these requirements. Date each item verifying that all project requirements are satisfied (check marks are not acceptable).

STANDARD DOT TITLE VI ASSURANCES

City of McMinnville (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED

14 May 2020

City of McMinnville
(Sponsor)


(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: McMinnville Municipal Airport


LOCATION: McMinnville, Oregon

AIP PROJECT NO.: 3-41-0036-019-2020

STATEMENTS APPLICABLE TO THIS PROJECT _____

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) MMV.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) MMV, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY:  DATE: 5-14-2020
TITLE: City Manager

SPONSORING AGENCY: City of McMinnville

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

Signed



Sponsor's Authorized Representative

Date

5-14-2020

Title

City Manager



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02/28/2020 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated;
and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of McMinnville

Airport: McMinnville Municipal Airport

Project Number: 3-41-0036-019-2020

Description of Work: Apron and Taxiway Rehabilitation Project, Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 14th day of May 2020.

Name of Sponsor: City of McMinnville

Name of Sponsor's Authorized Official: Jeff Towery

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of McMinnville

Airport: McMinnville Municipal Airport

Project Number: 3-41-0036-019-2020

Description of Work: Apron and Taxiway Rehabilitation Project, Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
 - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 14 day of May, 2020.

Name of Sponsor: City of McMinnville

Name of Sponsor's Authorized Official: Jeff Towery

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of McMinnville

Airport: McMinnville Municipal Airport

Project Number: 3-41-0036-019-2020

Description of Work: Apron and Taxiway Rehabilitation Project, Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 14 day of May, 2020.

Name of Sponsor: City of McMinnville

Name of Sponsor's Authorized Official: Jeff Towery

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of McMinnville

Airport: McMinnville Municipal Airport

Project Number: 3-41-0036-019-2020

Description of Work: Apron and Taxiway Rehabilitation Project, Construction

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 14 day of May, 2020.

Name of Sponsor: City of McMinnville

Name of Sponsor's Authorized Official: Jeff Towery

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of McMinnville

Airport: McMinnville Municipal Airport

Project Number: 3-41-0036-019-2020

Description of Work: Apron and Taxiway Rehabilitation Project, Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: McMinnville Municipal Airport
Address: 4000 Cirrus Ave, McMinnville, OR 97128

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 14 day of May, 2020.

Name of Sponsor: City of McMinnville

Name of Sponsor's Authorized Official: Jeff Towery

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:  _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of McMinnville

Airport: McMinnville Municipal Airport

Project Number: 3-41-0036-019-2020

Description of Work: Apron and Taxiway Rehabilitation Project, Construction

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 14 day of May, 2020.

Name of Sponsor: City of McMinnville

Name of Sponsor's Authorized Official: Jeff Towery

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: McMinnville Municipal Airport/City of McMinnville

AIP #: 3-41-0036-019-2020

Project Description(s): Apron and Taxilane Rehabilitation Project

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
 None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
 None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
 None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
 None

To be completed by the Civil Rights Staff

Review completed and approved: 
Signature

Date: 5-14-2020

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 2200 S. 216th St., Des Moines, WA 98198. FAX: (425) 227-1009 Phone (425) 227-2009



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: August 26, 2020
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: Intergovernmental Agreement between the City and McMinnville Water & Light – Three Mile Lane Bridge Replacement Utility Construction Services

Council Goal:

Plan and Construct Capital Projects

Report in Brief:

This action is the consideration of a resolution to enter into an intergovernmental agreement with McMinnville Water & Light related to the Three Mile Lane Bridge replacement project utility design.

Discussion:

The Oregon Department of Transportation (ODOT) is currently working on the project to replace the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge. The ODOT Bridge Construction is expected to start in 2021, and be completed in 2023.

In March 2018, the City and MWL entered into an intergovernmental agreement by which the City agreed to act as the contracting agency for itself and on behalf of MWL to contract for engineering and design from OBEC Consulting Engineers, Inc. (“OBEC”) for the construction of the following utility lines in conjunction with the ODOT Bridge Construction: a 16” ductile iron sewer force main; a 12” ductile iron water main; four 3” diameter steel conduits for power; and two 2”-diameter steel conduits for fiber optic utilities, all as part of the bridge construction.

In March 2018, the City entered into a Personal Services Contract with OBEC for the utility design work. Subsequent to that, in 2019, DOWL, LLC, an Alaska limited liability company (“DOWL”) purchased OBEC, and an “Assignment and Assumption of Personal Services Contract” was executed by the City and DOWL.

The contracted services under the March 2018 agreement with OBEC, as assigned to DOWL, will be completed once ODOT concludes its procurement process to select a construction contractor, which is slated to occur in late 2020 or early 2021.

With the commencement of the ODOT Bridge Construction, the City and MWL wish DOWL to perform engineering construction support services during construction of the Project. DOWL has provided the attached scope of work and costs for construction support services related to the work. The anticipated not-to-exceed price for DOWL’s work is \$157,598. The City’s share of the services is approximately \$72,463, and MWL’s share of the services is approximately \$85,135.

Attachments:

1. Resolution
2. Intergovernmental Agreement w/ Exhibits

Fiscal Impact:

Funding for the City's portion of the project construction services is included in the FY21 Wastewater Capital Fund (77) budget.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving an intergovernmental agreement with McMinnville Water & Light related to the Three Mile Lane Bridge replacement project utility construction services.

RESOLUTION NO. 2020 - 56

A Resolution approving an Intergovernmental Agreement between the City of McMinnville and McMinnville Water & Light related to the Three Mile Lane Bridge replacement project utility construction services.

RECITALS:

WHEREAS, The Oregon Department of Transportation (ODOT) is currently working on a project to replace the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge.

WHEREAS, The City of McMinnville and McMinnville Water and Light (MWL) wish to coordinate the installation of a 16" ductile iron sewer force main, a 12" ductile iron water main, four 3" diameter steel conduits for power, and two 2" diameter steel conduits for fiber optic utilities with the bridge construction.

WHEREAS, DOWL is part of ODOT's team for the bridge replacement project, and will provide utility construction services to the City and MWL for the project.

WHEREAS, Per the Intergovernmental Agreement, MW&L will depend on the City to act as contracting agency on behalf of MW&L, and the City will be dependent upon timely distribution from MW&L of funds for to pay for construction services related to water, electric and fiber systems as part of the project construction.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That entry into an Intergovernmental Agreement with McMinnville Water & Light is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Intergovernmental Agreement.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of September 2020 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 8th day of September 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF MCMINNVILLE AND
MCMINNVILLE WATER AND LIGHT

THIS INTERGOVERNMENTAL AGREEMENT ('Agreement') is entered into between the City of McMinnville, an Oregon Municipal Corporation of the State of Oregon ('City') and a unit of the City, acting by and through its Water and Light Commission ("McMinnville Water and Light" or "MWL"), hereinafter collectively referred to as the 'Parties'.

RECITALS:

The Oregon Department of Transportation (ODOT) is currently working on a project to replace the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge ("The ODOT Bridge Construction"). The ODOT Bridge Construction is expected to start in 2021, and be completed in 2023.

In March 2018, the City and MWL entered into an intergovernmental agreement by which the City agreed to act as the contracting agency for itself and on behalf of MWL to contract for engineering and design from OBEC Consulting Engineers, Inc. ("OBEC") for the construction of the following utility lines in conjunction with the ODOT Bridge Construction: a 16" ductile iron sewer force main; a 12" ductile iron water main; four 3" diameter steel conduits for power; and two 2"-diameter steel conduits for fiber optic utilities, all as part of the bridge construction ("the Project").

In March 2018, the City entered into a Personal Services Contract with OBEC for the utility design work of the Project.

In 2019, DOWL, LLC, an Alaska limited liability company ("DOWL") purchased OBEC, and an "Assignment and Assumption of Personal Services Contract" was executed by the City and DOWL.

The contracted services under the March 2018 agreement with OBEC, as assigned to DOWL, will be completed once ODOT concludes its procurement process to select a construction contractor, which is slated to occur in late 2020 or early 2021.

With the commencement of the ODOT Bridge Construction, the City and MWL wish DOWL to perform engineering construction support services during construction of the Project.

By this intergovernmental agreement under ORS 190.110(4) the parties intend that the City will act for itself, and on behalf of MWL, as contracting agency to contract with DOWL for engineering construction support services on the Project.

DOWL has provided the attached scope of work and costs for construction support services related to the Project (**Exhibit 1**). The anticipated not-to-exceed price for DOWL's work is \$157,598 based on attachment 1 to Exhibit 1 (scope of work). As described in Exhibit 1, the City's share of the services is approximately \$72,463, and MWL's share of the services is approximately \$85,135.

NOW THEREFORE, it is agreed as follows:

1. TERM

This agreement shall be effective as of the date this agreement is signed by all parties ("Effective Date"). This agreement shall remain in effect until completion and closeout of DOWL's scope of work ("termination"; see §5.c. obligations continuing after termination).

1 – Intergovernmental Agreement – Engineering Construction Support Services

2. RESPONSIBILITIES OF CITY

For the duration of this agreement, the City as contracting agency will execute and manage the Personal Services Contract with DOWL, and coordinate DOWL's performance of the work. The City will pay its apportioned expenses as described in Section 6(a). The City will forward invoices to MWL from DOWL for all work attributed to construction support services for MWL's utilities. In cooperation and consultation with MWL, and except to the extent the City has effectively assigned these rights to MWL, the City as the contracting agency, and at the reasonable request of MWL, will act to enforce any contract claims for DOWL's work on behalf of MWL. In contracting with DOWL, the City will add MWL as an insured (professional liability) and additional insured, and indemnified party in the same manner as the City protects itself.

3. RESPONSIBILITIES OF MWL

For the duration of this agreement, MWL will provide timely review and approval of all DOWL's construction support services for MWL's utilities, and will cooperate with the City in defense or enforcement of contract claims, related to MW&L's utilities. MWL will promptly pay, when due, all invoices from DOWL for all work attributed to construction support services for MWL's utilities according to the apportionment of expenses described in Section 6(a).

4. COLLABORATION AND COOPERATION

The parties shall collaborate, as required, to ensure the needs of all parties are met in the coordination of work by DOWL, and shall notify each other as soon as possible of any concerns regarding the coordination or performance of the work by the DOWL. The parties will work diligently toward resolving any issues that may arise for the mutual benefit of the parties.

5. LIABILITY AND INDEMNITY

- a. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold harmless the other party, and each of that second party's elected or appointed officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any third party (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this agreement by the first party, including, but not limited to, any acts or omissions of the first party's officers, employees, agents, volunteers and others, if any, designated by the first party to perform services under this agreement; provided however that the first party shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the second party.
- b. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity, or waive any governmental immunity.
- c. The obligations of the parties under this section will survive expiration or termination of this agreement.

6. GENERAL

- a. Apportionment of Expenses. MWL will pay 57% of the expenses related to Construction Engineering Support Services (Task 8.3) and 100% of the expenses attributed to the OHA Plan Review Submittal Assistance (Task 8.5). The City will pay 43% of the expenses related to Construction Engineering Support Services (Task 8.3). Each party will pay 50% of expenses attributed to all other Tasks and Expenses.
- b. Assignment and Amendment. Any changes to this Agreement must be agreed to in writing by authorized representatives of each party.
- c. Notice. Any written notification required for this Agreement shall be made to the following:
If to City:
Mike Bisset
Community Development Director
231 NE Fifth Street
McMinnville, Oregon 97128

If to MWL:
John Dietz
General Manager
855 NE Marsh Lane, PO Box 638
McMinnville, Oregon 97128
- d. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- e. Authority. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

CITY OF McMINNVILLE

_____ Date:
Jeff Towery
City Manager

APPROVED AS TO FORM

Amanda Guile-Hinman
City Attorney

McMINNVILLE WATER AND LIGHT

Date:

Scott A. Hill
Mayor and Ex-Officio member of the Water and Light Commission

ATTEST:

Date:

Trena McManus
Clerk of the Commission

August 26, 2020

Mike Bisset
Community Development Director
McMinnville Public Works
1900 Riverside Drive
McMinnville, Oregon 97128

RE: 3 Mile Lane Utility Crossing
Amendment No. 2, Construction Support
Scope of Work and Fee Estimate
OBEC Job No. 0884-0001

Dear Mike:

DOWL appreciates the opportunity to continue to assist the City of McMinnville with utility construction support services to be completed in parallel with ODOT's OR18 Spur: South Yamhill River Bridge Replacement Project. This letter contains DOWL's proposed amendments to the scope of work, estimated fee, and schedule to complete the construction phase of the project.

Project Understanding and Background:

The City of McMinnville is seeking a professional engineering consultant to provide construction support for the new utility services to be constructed in parallel with the OR18 Spur: South Yamhill River Bridge Replacement project being completed by ODOT.

The City of McMinnville (City), in partnership with McMinnville Water and Light (MW&L), wishes to coordinate the installation of several utilities with the bridge construction. The proposed utilities are: a 16" ductile iron force main sewer, a 12" ductile iron water main, four 4" diameter steel conduits for power and two 2" diameter steel conduits for fiber optic utilities.

DOWL will provide construction support services for the proposed utilities to be installed in parallel with ODOT's OR18 Spur: South Yamhill River Bridge Replacement Project. ODOT will oversee and provide overall construction project administrative and engineering services. DOWL will provide construction support consisting of shop drawing and submittal reviews, construction engineering and technical support to address Request For Information (RFI's), construction inspection and drafting support as outline in the following scope of work. The project is scheduled to bid in December of 2020 and construction is estimated to be completed in October of 2023.

Amendment 2 Scope of Work: Construction Support

This scope outlines the modifications to the original Scope of Work tasks and additional tasks needed for DOWL to provide construction support during the construction phase of this project and is an amendment to the original contract. This Scope of Work does not supersede or revise any tasks from the original contract unless specifically noted herein.

Task 8 Construction Support (Additional Scope)

Subtask 8.1 Overall Project Management (Additional Scope)

The major objective of this task is to establish and maintain the lines of communication and set forth the priorities between DOWL, the City, MW&L, ODOT, and Construction Contractor (CC). This activity is continuous throughout the duration of the construction phase of the project. DOWL shall provide leadership, direction, and control of their staff related to these construction support services.

This effort is budgeted to average 6 hours per month of PM & administrative staff for thirty four (34) months. DOWL shall prepare monthly invoices, including a breakdown of hours spent by each individual on each task, with status reports throughout the duration of the construction phase.

Assumptions

- Project Management tasks are assumed to be thirty four (34) months in duration to match the overall construction schedule.
- For budgeting purposes, assume an average of 6 hours per month for external communication, internal construction management, and billing and invoicing.

Deliverables

- Invoices and progress reports (monthly)

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.2 Project Meetings (Additional Scope)

Prepare for and attend construction production and coordination meetings, including pre-construction meeting led by ODOT, as an integral part of the utility construction delivery. Meetings shall take place at the City's Engineering Services Office, at ODOT offices in Salem, at DOWL offices, on the project site, or by conference call, as appropriate.

Assumptions

- Effort includes travel time, and attending the meeting
- Attend one (1) Pre-Construction Project Kickoff Meeting – up to two (2) DOWL team members shall attend ODOT led meeting for up to one (1) hour at the ODOT offices.
- Attend up to thirty (30) meetings during construction related to utility construction activities organized by the City, MW&L, ODOT and/or, the CC as necessary. Meetings will be attended by up to one (1) DOWL team member for up to two (2) hours at the meeting organizers offices.

Deliverables

- None

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.3 Construction Engineering Support Services (Additional Scope)

DOWL shall support the Project's needs by providing construction support to ensure the construction is completed according to the approved Plans and Specifications for the Project. DOWL shall coordinate with the City, MW&L, and ODOT design and inspection staff as requested to provide engineering consultation services necessary to ensure meeting the utility design intent.

DOWL shall provide technical support regarding compliance of submittals and/or effectiveness of CC proposed methods and RFIs for all the proposed utilities to be installed. DOWL staff shall perform reviews of construction submittals and RFIs related to the proposed utility work as requested. The review and processing of all CC submittals and RFIs will be performed by ODOT. ODOT will copy DOWL on emails with reviewed submittals and RFIs sent back to the CC.

Assumptions

- It is anticipated that there will be up to forty (40) submittals and/or RFI's submitted for review according to the following breakdown for budgeting purposes:
 - Up to twelve (12) shop drawing and submittal review support for the City sanitary line.
 - Up to sixteen (16) shop drawing and submittal review support for MW&L water and conduit lines
 - Up to five (5) RFI's review support for the City sanitary line
 - Up to five (5) RFI's review support for MW&L water and conduit lines
- For the purpose of estimating the amount of shop drawing and submittal review support, each review includes the review of the original submittal and the review of revised submittals as necessary

Deliverables

- Submit reviews within seven (7) days of receipt.
- Responses to RFI's and other questions during construction within three (3) days of receipt.

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.4 Construction Engineering and Inspection (Additional Scope)

DOWL shall perform on-site monitoring and inspection of construction upon request from the City and MW&L to inspect the proposed utility installation within the bridge footprint. The bridge footprint limits include the bridge proper, centerline of bent 1 to centerline of bent 6, plus the steel pipe casing installations which runs approximately fifty (50) feet up and down station of the bridge. The City and MW&L will be responsible for on-site monitoring and inspection for all remaining underground proposed utility installation limits. DOWL on-site monitoring and inspection will document and verify the CC has installed the utility systems per the Contract Plans and Special Provisions. DOWL will not be responsible to provide quality and payment documentation for utility installation. ODOT will be the overall lead for the project construction administration, monitoring and inspection, quality and payment documentation, with exception of the proposed utility monitoring and inspection performed by DOWL, the City, and MW&L forces. This effort will be budgeted to cover fifty five (55) site visits for up to eight (8) hours each. DOWL shall provide inspection staff using ODOT-certified inspectors.

DOWL shall keep detailed as-construct records of any modifications to the original proposed utility design within the defined bridge footprint limits.

Assumptions

- For budgeting purposes each Eight (8) hour inspection and monitoring shift assumes two (2) hours of travel time and six (6) hours of inspection and monitoring time per shift.
- On-site monitoring and inspection of the City sanitary line installation within the bridge footprint includes:
 - Trench excavation and backfill within casing limit
 - Casing block-out installation in the cast-in-place bridge retaining wall
 - Casing installation
 - Installation of bridge pipe supports
 - Installation of pipe and double ball expansion joints
 - DOWL will not be responsible for:
 - Pipe installation outside the bridge footprint
 - Sanitary line flushing, pressure testing, and tie-ins
- On-site monitoring and inspection of MW&L water line and conduits installation within the bridge footprint includes:
 - Trench excavation and backfill within casing limits
 - Casing block-out installation in the cast-in-place bridge retaining wall for water line and conduits
 - Casing installation for water line
 - Installation of bridge water line pipe supports
 - Installation of water line pipe and double ball expansion joints
 - Installation of conduit bank hanger assembly, conduits, and expansion joints
 - DOWL will not be responsible for:
 - Water line pipe installation outside the bridge footprint limits
 - Water line flushing, pressure testing, disinfection and inspection of tie-ins
 - Conduits and vaults outside the bridge footprint limits
- As-construct documentation will be limited to proposed utility work within the footprint of the bridge for changes witnessed on-site by DOWL inspection staff.

Deliverables

- General Daily Progress Reports – Completed each day DOWL is on-site
- As-construct drawing see Subtask 8.5

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.5 Oregon Health Authority (OHA) Plan Review Submittal Assistance (Additional Scope)

DOWL shall assist MW&L with new water line OHA Plan Review submittal per OAR 333-061-0060 requirements.

Assumptions

- DOWL will provide the following documents to submit OHA Plan Review prior to construction
 - 95% unsigned water line plans and construction specification

- Project vicinity map
- Land Use Compatibility State (LUCS)
- MW&L will provide the following documents and support to submit OHA Plan Review prior to construction
 - Signed statement that new water line improvements replaces an existing main, hydraulic modeling has been performed by MW&L, and the improvements do not significantly change the system supply and demand.
 - Signed statement verifying new water line is either within MW&L right of way or utility easements
 - MW&L will be responsible for all OHA Plan Review and City of McMinnville LUCS review fees
- Upon completion and acceptance of new water line construction, DOWL will submit the following post water line construction acceptance package to OHA:
 - As-built plans
 - Written acknowledgement by water line EOR that the project was completed per plan
 - Confirmation that coliform testing shows successful disinfection has been performed

Deliverables

- Submittal and acquire OHA Plan Review approval prior to December 2020 Bid Date
- Submit post water line construction acceptance package to OHA within 21 days after proposed water line work has been accepted by MW&L

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.6 Construction CADD Support (Additional Scope)

DOWL shall provide construction support drafting to address plan sheet revisions during construction as required and to develop as-construct drawings upon completion of the construction phase.

Assumptions

- CADD drafting support is only for “UT” plan sheet set
- Up to five (5) sheets to be revised during construction

Deliverables

- Stamped revised plan sheets as required
- Submit two (2) electronic copies of the as-construct UT sheet plan set, one (1) copy to the City and one (1) copy to MW&L, within 21 days after proposed utility work has been accepted by the City and MW&L

Schedule

Task shall be continuous throughout project construction phase duration.

3 Mile Lane Utility Crossings Amendment 2
City of McMinnville

Estimated Labor Costs and Expenses
Attachment 1

DOWL, LLC
August 26, 2020

DOWL JOB No. 0884-0001

TASKS		PM VI	Engineer VI	Engineer III	Inspector III	CAD Drafter V	Project Controller	TOTAL HOURS	TOTAL LABOR
Task 8	Construction Support	167	236	102	394	80	106	1085	\$153,870
8.1	Overall Project Management	136					68	204	\$35,700
8.2	Project Meetings	4	30		34			68	\$9,770
8.3	Construction Engineering Support Services	19	126	54			38	237	\$38,520
8.4	Construction Engineering and Inspection		80		360			440	\$52,200
8.5	OHA Plan Review Submittal Assistance	4		48				52	\$7,280
8.6	Construction CADD Support	4				80		84	\$10,400
ESTIMATED TOTAL HOURS		167	236	102	394	80	106		
LABOR COSTS PER HOUR		\$200	\$180	\$135	\$105	\$120	\$125		
ESTIMATED LABOR COSTS		\$33,400	\$42,480	\$13,770	\$41,370	\$9,600	\$13,250		\$153,870
								DOWL EXPENSE ESTIMATE	\$3,728
								TOTAL NOT-TO-EXCEED BUDGET	\$157,598



City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: August 26, 2020
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: Three Mile Lane Bridge Replacement Project Personal Services Contract Task Order No. 2

Report in Brief:

This action is the consideration of a resolution to approve Task Order No. 2 to the Personal Services Contract with DOWL, LLC in the amount of \$157,598.00 for utility construction services related to the Three Mile Lane Bridge replacement project.

Discussion:

On March 27, 2018, the City Council adopted Resolution 2018-15, awarding the Personal Services Contract for utility design services (for the City and for McMinnville Water & Light) related to the Three Mile Lane Bridge replacement project, to OBEC Consulting Engineers in the amount of \$217,761.00.

OBEC was part of ODOT's design team for the bridge replacement project. OBEC is also on ODOT's approved consultant list for local agency projects. To minimize construction conflicts, and to allow for efficient construction of the bridge and utility work, the City (in consultation with MWL), chose OBEC to complete the utility (sewer, water, power, and fiber) design work. The utility construction plans prepared by OBEC will be incorporated into ODOT's project contract documents and construction plans.

In November 2019, Task Order No. 1 to the Contract, for additional sewer coordination and design services, was executed in the amount of \$6,048.00.

Subsequent to that, in 2019, DOWL, LLC, an Alaska limited liability company ("DOWL") purchased OBEC, and an "Assignment and Assumption of Personal Services Contract" was executed by the City and DOWL.

With the commencement of the ODOT Bridge Construction, the City and MWL wish DOWL to perform engineering construction support services during construction of the Project. DOWL has provided the attached scope of work and costs for construction support services related to the work. The anticipated not-to-exceed price for DOWL's work is \$157,598. The City's share of the services is approximately \$72,463, and MWL's share of the services is approximately \$85,135.

Attachments:

1. Resolution
2. Personal Services Contract Task Order No. 2
3. Resolution 2018-15
4. Task Order No. 1
5. Personal Services Contract Assignment

Fiscal Impact:

Funding for the City's portion of the project construction services is included in the FY21 Wastewater Capital Fund (77) budget.

Recommendation:

Staff recommends the City Council adopt the attached resolution approving Task Order No. 2 to the Personal Services Contract with DOWL, LLC in the amount of \$157,598.00 for utility construction services related to the Three Mile Lane Bridge replacement project.

RESOLUTION NO. 2020 - 57

A Resolution approving Task Order No. 2 to the Personal Services Contract for utility construction services related to the Three Mile Lane Bridge replacement project.

RECITALS:

WHEREAS, On March 27, 2018, the City Council adopted Resolution 2018-15, awarding the Personal Services Contract for utility design services (for the City and for McMinnville Water & Light) related to the Three Mile Lane Bridge replacement project, to OBEC Consulting Engineers in the amount of \$217,761.00.

WHEREAS, In November 2019, Task Order No. 1 to the Contract, for additional sewer coordination and design services, was executed in the amount of \$6,048.00.

WHEREAS, Subsequent to that, in 2019, DOWL, LLC, an Alaska limited liability company (“DOWL”) purchased OBEC, and an “Assignment and Assumption of Personal Services Contract” was executed by the City and DOWL.

WHEREAS, With the commencement of the ODOT Bridge Construction, the City and MWL wish DOWL to perform engineering construction support services during construction of the Project. DOWL has provided the attached scope of work and costs for construction support services related to the work. The anticipated not-to-exceed price for DOWL’s work is \$157,598. The City’s share of the services is approximately \$72,463, and MWL’s share of the services is approximately \$85,135.

WHEREAS, Funding for the City’s portion of the project construction services is included in the FY21 Wastewater Capital Fund (77) budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That Task Order No. 2 to the Personal Services Contract between the City of McMinnville and DOWL, LLC, in the amount of \$157,598.00, is hereby approved.
2. The City Manager is hereby authorized to execute Task Order No. 2.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 8th day of September 2020 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 8th day of September 2020.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

TASK ORDER NO. 2
to the
PERSONAL SERVICES CONTRACT
with
DOWL, LLC

This Task Order No. 2 amends the personal services contract (“Contract”), dated March 28, 2018, between the City of McMinnville (“City”) and DOWL, LLC (“Contractor”) for engineering design services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide utility construction support services for the Three Mile Lane utility crossing project, as outlined in the attached scope of work letter dated August 26, 2020. The additional cost for these services is estimated to be \$157,598.00. The Contractor will also complete any remaining Tasks provided in the Contract.

2. EFFECTIVE DATE AND DURATION

This Task Order No. 2 is effective on the date at which it is fully executed, and the expiration date of the Personal Services Contract is extended to December 31, 2023.

3. COMPENSATION

The City agrees to pay the Contractor for actual hours worked and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Task Order No. 2, with a total sum not to exceed \$157,598.00.

4. McMINNVILLE WATER AND LIGHT

The Contractor shall indemnify McMinnville Water and Light for costs for claims and losses to the extent they were caused by Contractor’s negligence in performing work under this contract. The Contractor shall reimburse McMinnville Water and Light for defense costs, including attorneys’ fees at trial and on appeal, proportional to the Contractor’s actual fault compare to others fault. The Contractor agrees to include McMinnville Water and Light as an additional insured on its’ general liability policy.

5. OTHER CONDITIONS / REQUIREMENTS

All other terms and conditions of the original Personal Services Contract remain in full force and effect.

For the Owner:
Approved:

By: _____

Title: _____

Date: _____

For the Contractor:
Approved:

By: _____

Title: _____

Date: _____

August 26, 2020

Mike Bisset
Community Development Director
McMinnville Public Works
1900 Riverside Drive
McMinnville, Oregon 97128

RE: 3 Mile Lane Utility Crossing
Amendment No. 2, Construction Support
Scope of Work and Fee Estimate
OBEC Job No. 0884-0001

Dear Mike:

DOWL appreciates the opportunity to continue to assist the City of McMinnville with utility construction support services to be completed in parallel with ODOT's OR18 Spur: South Yamhill River Bridge Replacement Project. This letter contains DOWL's proposed amendments to the scope of work, estimated fee, and schedule to complete the construction phase of the project.

Project Understanding and Background:

The City of McMinnville is seeking a professional engineering consultant to provide construction support for the new utility services to be constructed in parallel with the OR18 Spur: South Yamhill River Bridge Replacement project being completed by ODOT.

The City of McMinnville (City), in partnership with McMinnville Water and Light (MW&L), wishes to coordinate the installation of several utilities with the bridge construction. The proposed utilities are: a 16" ductile iron force main sewer, a 12" ductile iron water main, four 4" diameter steel conduits for power and two 2" diameter steel conduits for fiber optic utilities.

DOWL will provide construction support services for the proposed utilities to be installed in parallel with ODOT's OR18 Spur: South Yamhill River Bridge Replacement Project. ODOT will oversee and provide overall construction project administrative and engineering services. DOWL will provide construction support consisting of shop drawing and submittal reviews, construction engineering and technical support to address Request For Information (RFI's), construction inspection and drafting support as outline in the following scope of work. The project is scheduled to bid in December of 2020 and construction is estimated to be completed in October of 2023.

Amendment 2 Scope of Work: Construction Support

This scope outlines the modifications to the original Scope of Work tasks and additional tasks needed for DOWL to provide construction support during the construction phase of this project and is an amendment to the original contract. This Scope of Work does not supersede or revise any tasks from the original contract unless specifically noted herein.

Task 8 Construction Support (Additional Scope)

Subtask 8.1 Overall Project Management (Additional Scope)

The major objective of this task is to establish and maintain the lines of communication and set forth the priorities between DOWL, the City, MW&L, ODOT, and Construction Contractor (CC). This activity is continuous throughout the duration of the construction phase of the project. DOWL shall provide leadership, direction, and control of their staff related to these construction support services.

This effort is budgeted to average 6 hours per month of PM & administrative staff for thirty four (34) months. DOWL shall prepare monthly invoices, including a breakdown of hours spent by each individual on each task, with status reports throughout the duration of the construction phase.

Assumptions

- Project Management tasks are assumed to be thirty four (34) months in duration to match the overall construction schedule.
- For budgeting purposes, assume an average of 6 hours per month for external communication, internal construction management, and billing and invoicing.

Deliverables

- Invoices and progress reports (monthly)

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.2 Project Meetings (Additional Scope)

Prepare for and attend construction production and coordination meetings, including pre-construction meeting led by ODOT, as an integral part of the utility construction delivery. Meetings shall take place at the City's Engineering Services Office, at ODOT offices in Salem, at DOWL offices, on the project site, or by conference call, as appropriate.

Assumptions

- Effort includes travel time, and attending the meeting
- Attend one (1) Pre-Construction Project Kickoff Meeting – up to two (2) DOWL team members shall attend ODOT led meeting for up to one (4) hour at the ODOT offices.
- Attend up to thirty (30) meetings during construction related to utility construction activities organized by the City, MW&L, ODOT and/or, the CC as necessary. Meetings will be attended by up to one (1) DOWL team member for up to two (2) hours at the meeting organizers offices.

Deliverables

- None

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.3 Construction Engineering Support Services (Additional Scope)

DOWL shall support the Project's needs by providing construction support to ensure the construction is completed according to the approved Plans and Specifications for the Project. DOWL shall coordinate with the City, MW&L, and ODOT design and inspection staff as requested to provide engineering consultation services necessary to ensure meeting the utility design intent.

DOWL shall provide technical support regarding compliance of submittals and/or effectiveness of CC proposed methods and RFIs for all the proposed utilities to be installed. DOWL staff shall perform reviews of construction submittals and RFIs related to the proposed utility work as requested. The review and processing of all CC submittals and RFIs will be performed by ODOT. ODOT will copy DOWL on emails with reviewed submittals and RFIs sent back to the CC.

Assumptions

- It is anticipated that there will be up to forty (40) submittals and/or RFI's submitted for review according to the following breakdown for budgeting purposes:
 - Up to twelve (12) shop drawing and submittal review support for the City sanitary line.
 - Up to sixteen (16) shop drawing and submittal review support for MW&L water and conduit lines
 - Up to five (5) RFI's review support for the City sanitary line
 - Up to five (5) RFI's review support for MW&L water and conduit lines
- For the purpose of estimating the amount of shop drawing and submittal review support, each review includes the review of the original submittal and the review of revised submittals as necessary

Deliverables

- Submit reviews within seven (7) days of receipt.
- Responses to RFI's and other questions during construction within three (3) days of receipt.

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.4 Construction Engineering and Inspection (Additional Scope)

DOWL shall perform on-site monitoring and inspection of construction upon request from the City and MW&L to inspect the proposed utility installation within the bridge footprint. The bridge footprint limits include the bridge proper, centerline of bent 1 to centerline of bent 6, plus the steel pipe casing installations which runs approximately fifty (50) feet up and down station of the bridge. The City and MW&L will be responsible for on-site monitoring and inspection for all remaining underground proposed utility installation limits. DOWL on-site monitoring and inspection will document and verify the CC has installed the utility systems per the Contract Plans and Special Provisions. DOWL will not be responsible to provide quality and payment documentation for utility installation. ODOT will be the overall lead for the project construction administration, monitoring and inspection, quality and payment documentation, with exception of the proposed utility monitoring and inspection performed by DOWL, the City, and MW&L forces. This effort will be budgeted to cover fifty five (55) site visits for up to eight (8) hours each. DOWL shall provide inspection staff using ODOT-certified inspectors.

DOWL shall keep detailed as-construct records of any modifications to the original proposed utility design within the defined bridge footprint limits.

Assumptions

- For budgeting purposes each Eight (8) hour inspection and monitoring shift assumes two (2) hours of travel time and six (6) hours of inspection and monitoring time per shift.
- On-site monitoring and inspection of the City sanitary line installation within the bridge footprint includes:
 - Trench excavation and backfill within casing limit
 - Casing block-out installation in the cast-in-place bridge retaining wall
 - Casing installation
 - Installation of bridge pipe supports
 - Installation of pipe and double ball expansion joints
 - DOWL will not be responsible for:
 - Pipe installation outside the bridge footprint
 - Sanitary line flushing, pressure testing, and tie-ins
- On-site monitoring and inspection of MW&L water line and conduits installation within the bridge footprint includes:
 - Trench excavation and backfill within casing limits
 - Casing block-out installation in the cast-in-place bridge retaining wall for water line and conduits
 - Casing installation for water line
 - Installation of bridge water line pipe supports
 - Installation of water line pipe and double ball expansion joints
 - Installation of conduit bank hanger assembly, conduits, and expansion joints
 - DOWL will not be responsible for:
 - Water line pipe installation outside the bridge footprint limits
 - Water line flushing, pressure testing, disinfection and inspection of tie-ins
 - Conduits and vaults outside the bridge footprint limits
- As-construct documentation will be limited to proposed utility work within the footprint of the bridge for changes witnessed on-site by DOWL inspection staff.

Deliverables

- General Daily Progress Reports – Completed each day DOWL is on-site
- As-construct drawing see Subtask 8.5

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.5 Oregon Health Authority (OHA) Plan Review Submittal Assistance (Additional Scope)

DOWL shall assist MW&L with new water line OHA Plan Review submittal per OAR 333-061-0060 requirements.

Assumptions

- DOWL will provide the following documents to submit OHA Plan Review prior to construction
 - 95% unsigned water line plans and construction specification

- Project vicinity map
- Land Use Compatibility State (LUCS)
- MW&L will provide the following documents and support to submit OHA Plan Review prior to construction
 - Signed statement that new water line improvements replaces an existing main, hydraulic modeling has been performed by MW&L, and the improvements do not significantly change the system supply and demand.
 - Signed statement verifying new water line is either within MW&L right of way or utility easements
 - MW&L will be responsible for all OHA Plan Review and City of McMinnville LUCS review fees
- Upon completion and acceptance of new water line construction, DOWL will submit the following post water line construction acceptance package to OHA:
 - As-built plans
 - Written acknowledgement by water line EOR that the project was completed per plan
 - Confirmation that coliform testing shows successful disinfection has been performed

Deliverables

- Submittal and acquire OHA Plan Review approval prior to December 2020 Bid Date
- Submit post water line construction acceptance package to OHA within 21 days after proposed water line work has been accepted by MW&L

Schedule

Task shall be continuous throughout project construction phase duration.

Subtask 8.6 Construction CADD Support (Additional Scope)

DOWL shall provide construction support drafting to address plan sheet revisions during construction as required and to develop as-construct drawings upon completion of the construction phase.

Assumptions

- CADD drafting support is only for “UT” plan sheet set
- Up to five (5) sheets to be revised during construction

Deliverables

- Stamped revised plan sheets as required
- Submit two (2) electronic copies of the as-construct UT sheet plan set, one (1) copy to the City and one (1) copy to MW&L, within 21 days after proposed utility work has been accepted by the City and MW&L

Schedule

Task shall be continuous throughout project construction phase duration.

3 Mile Lane Utility Crossings Amendment 2
City of McMinnville

Estimated Labor Costs and Expenses
Attachment 1

DOWL, LLC
August 26, 2020

DOWL JOB No. 0 884-0 001

TASKS		PM VI	Engineer VI	Engineer III	Inspector III	CAD Drafter V	Project Controller	TOTAL HOURS	TOTAL LABOR
Task 8	Construction Support	167	236	102	394	80	106	1085	\$153,870
8.1	Overall Project Management	136					68	204	\$35,700
8.2	Project Meetings	4	30		34			68	\$9,770
8.3	Construction Engineering Support Services	19	126	54			38	237	\$38,520
8.4	Construction Engineering and Inspection		80		360			440	\$52,200
8.5	OHA Plan Review Submittal Assistance	4		48				52	\$7,280
8.6	Construction CADD Support	4				80		84	\$10,400
ESTIMATED TOTAL HOURS		167	236	102	394	80	106		
LABOR COSTS PER HOUR		\$200	\$180	\$135	\$105	\$120	\$125		
ESTIMATED LABOR COSTS		\$33,400	\$42,480	\$13,770	\$41,370	\$9,600	\$13,250		\$153,870
								DOWL EXPENSE ESTIMATE	\$3,728
								TOTAL NOT-TO-EXCEED BUDGET	\$157,598

RESOLUTION NO. 2018-15

A Resolution awarding the Personal Services Contract for utility design services related to the Three Mile Lane Bridge replacement project.

RECITALS:

The Oregon Department of Transportation (ODOT) is currently working on the design of a project to replace the Three Mile Lane Bridge.

The City of McMinnville and McMinnville Water and Light wish to coordinate the design and installation of several utility lines with the bridge construction.

OBEC Consulting Engineers (OBEC) is part of ODOT's design team for the bridge replacement project, and is on ODOT's approved consultant list for local agency projects.

To minimize construction conflicts, and to allow for efficient construction of the bridge and utility work, the City (in consultation with MWL), has chosen OBEC to complete the utility design work. The utility construction plans prepared by OBEC will be incorporated into ODOT's project contract documents and construction plans.

The expected cost for OBEC's utility design work is approximately \$217,761. As estimated, the City's share of the utility design work is approximately \$103,310, and MWL's share of the utility design work is approximately \$114,452.

Funding for the City's portion of the project design is included in the estimated FY18 and proposed FY19 Wastewater Capital Fund (77) budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. That the Personal Services Contract with OBEC Consulting Engineers (OBEC) in the amount of \$217,761.00 for utility design services related to the Three Mile Lane Bridge replacement project, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Personal Services Contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of March, 2018 by the following votes:

Ayes: Garvin, Menke, Peralta, Ruden, Stassens

Nays: _____

Approved this 27th day of March, 2018.



 MAYOR

Approved as to form:



 CITY ATTORNEY

CITY OF McMinnville, Oregon

PERSONAL SERVICES CONTRACT

for

Engineering Services – 3 Mile Lane Utility Crossing

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and OBEC Consulting Engineers. (Contractor). The City's Project Manager for this Contract is Mike Bisset, Community Development Director.

The parties mutually covenant and agree as follows:

1. **Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on December 31, 2019.
2. **Statement of Work.** The work to be performed under this contract consists of utility design services to be completed in parallel with the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge Replacement project being completed by ODOT. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
3. **Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$217,761.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
4. **Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): QBE CONSULTING ENGINEERS, INC.
Address: 920 CONTRA CLUB ROAD, SUITE 100B
ENGLE, OR 97401
Social Security #: _____
Federal Tax ID #: 93-0552628
State Tax ID #: 00150069-1
Citizenship: Nonresident alien _____ Yes No
Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership
 Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor:
Greg Hakanson / Vice President 2-16-18
Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.

CITY OF McMINNVILLE SIGNATURE

Approved: [Signature] 3-28-18
City Manager or Designee Date

Reviewed: [Signature] 3-28-18
City Attorney or Designee Date

CITY OF McMinnville
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.

a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment. Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries. City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

5. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

a. If this contract is terminated under 5(a) or 5(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor are not exclusive. The City will also be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, the Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records. Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for the cost of copies is reimbursable by the City.

9. Ownership of Work. All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this contract is at the risk of the City.

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

12. Insurance. Contractor will provide insurance in accordance with Exhibit C.

13. Waiver. The failure of the City to enforce any provision of this contract will not constitute a waiver by the City of that or any other provision.

14. Errors. The Contractor will perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

15. Governing Law. The provisions of this contract will be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted in the United States District Court for the District of Oregon.

16. Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. Merger Clause. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A
STATEMENT OF THE WORK**

(See attached)

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

For

ENGINEERING SERVICES – 3 Mile Lane Utility Crossings

Project Understanding:

The City of McMinnville is seeking a professional engineering consultant to provide utility design services to be completed in parallel with the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge Replacement project being completed by ODOT.

The City of McMinnville, in partnership with McMinnville Water and Light, wishes to coordinate the design and installation of several utility lines with the bridge construction. The proposed utility lines are: a 16" ductile iron sewer force main, a 12" ductile iron water main, four 3" diameter steel conduits for power, and two 2" diameter steel conduits for fiber optic utilities.

OBEC will provide project management, ODOT design coordination, and utility design services for the proposed utility lines starting from approximately SE Brooks Street, across the new bridge, and terminating at approximately SE Nehemiah Lane (approximately 2200 feet). OBEC will produce plans and specifications for construction of the noted utilities and incorporate those into the bidding documents for the bridge project. To the greatest extent practicable, OBEC will utilize design and drafting information available from the bridge project for efficiency in producing these documents.

Survey, environmental studies, permitting, right-of-way engineering, geotechnical engineering, hydraulics, roadway design, traffic control, erosion control, and bridge design will be completed by others as part of the ODOT project. OBEC will begin design and coordination following the Design acceptance Package (DAP) submittal anticipated in March of 2018. The project is scheduled to bid in Fall of 2019.

Organization of Work Tasks:

The following work tasks are provided to develop an effective and comprehensive project delivery plan and provide a basis for the level of effort and design fee required for successful project delivery.

Task 1 Project Management

Provide management and coordination for all tasks included in this Scope. Manage Services performed by Consultant's staff and sub-consultants and coordinate with the City and the ODOT design team as needed on work tasks performed by others.

Subtask 1.1 Overall Project Management

Provide project management and design oversight for the consultant team. Prepare and maintain a milestone delivery schedule in Microsoft Project format. Maintain a project decision log using an

established format for use in collecting City design input, documenting key decisions and tracking the resolution of design issues. Collect and respond to City and ODOT review comments. Keep the city apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget by providing a monthly progress report with each monthly invoice. Submit project invoices monthly, including a breakdown of hours spent by each individual on each task.

Assumptions

- Project Management tasks are assumed to be eighteen months in duration to match the overall design schedule.
- Assume an average of 6 hours per month for external communication, internal design management, and billing and invoicing.

Deliverables

- Invoices and progress reports (monthly)
- Milestone Delivery Schedule (within 10 working days of NTP, and modifications as required by the City)
- Project Decision Log (available for review upon request)

Schedule

Task shall be continuous throughout project design phase duration.

Subtask 1.2 Project Meetings

Prepare for and attend targeted production and coordination meetings listed below as an integral part of Project delivery. The purpose of these meetings is to clearly identify and document the City's and ODOT's Project goals, objectives and design preferences. Meetings shall take place at the City's Engineering Services Office, at ODOT offices in Salem, at OBEC offices, or by conference call, as appropriate.

Assumptions

- Effort includes preparation of meeting materials, agendas, travel time and meeting minutes.
- Project Kickoff Meeting – up to two (2) Consultant team members shall meet with City design staff for up to one (1) hour at the City's offices to discuss the overall work plan, project schedule, design criteria, and alternatives analysis.
- Preliminary Design Review Meeting – up to two (2) Consultant team members shall meet with City design staff for up to one (1) hour at the City's offices to present the results of the preliminary evaluation and discuss review comments to the preliminary design package. Review comments shall be provided by the City in an excel worksheet at least two days before the preliminary design review meeting.
- Advanced Plan review meeting – up to two (2) Consultant employees shall meet with City design staff for up to one (1) hours at the City's offices to discuss plan review comments. Review comments shall be provided by the City in an excel worksheet at least two days before the design review meeting.

- Attend monthly team meetings with ODOT - up to one (1) Consultant employee shall meet with ODOT design staff for up to two (2) hours at the ODOT offices to coordinate the overall project delivery.
- Conduct up to 4 internal team meetings at discuss the overall work plan and project delivery approach.

Deliverables

- Meeting agendas will be delivered electronically 48 hours prior to each meeting
- Meeting minutes will be delivered electronically within one (1) week of meeting date

Task 2 Utility Location and Coordination

Overall utility coordination will be completed by others. This task is to attend on-site meetings with potentially affected utilities.

Subtask 2.1 Utility Coordination Meetings

Attend and document on-site meetings with potentially affected utilities. Consultant attendance at a maximum of two (2) site meetings is anticipated.

Assumptions

- No utility kickoff meeting will be required

Deliverables

- Written meeting summary or minutes

Schedule

Meeting minutes shall be made available to City within three (3) days of request.

Task 3 Sewer Design

Design and prepare utility plans for the proposed 16" Sewer force main. The proposed sewer line will be hung between girders from the new bridge and tie into the existing sewer line at each end. The existing underwater crossing will be abandoned in place.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT Bridge Design and Drafting Manual (BDDM)
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- OBEC will provide reference drawings to ODOT twice per major deliverable for incorporation into bridge plans.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- A single set of erosion control and traffic control plans will be produced for the Water, Sewer, and Conduit work and covered under task 3

- Assume all erosion and traffic control will be completed by others as part of the ODOT bridge project

Subtask 3.1 Sewer Line Preliminary Plans, and Cost Estimate

Prepare preliminary utility drawings for the proposed 16" Sewer force main. Task shall include information gathering to collect all necessary existing design data from others. Task shall include internal design checking as part of OBEC's quality control program. A Cost estimate will be completed as part of the preliminary design package. Cost estimate will include all external construction costs including construction engineering costs associated with the utility crossing. The preliminary utility drawings shall be on 11"x17" sheets and shall include:

- Plan and profile drawings (3 sheets)
- Structural Details (3 sheets)
- Utility Details (2 sheets)
- Miscellaneous Details (2 Sheets)

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of preliminary utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.

Schedule

- Preliminary plans shall be completed in conjunction with ODOT schedule, currently scheduled for September of 2018

Subtask 3.2 Sewer Line Advanced Plans, Specifications and Cost Estimate

Prepare advanced plans for the proposed sewer force main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Preliminary plan submittal in the Advanced Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of advanced utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.
- Technical specifications will be completed in Microsoft word format and delivered electronically.

Schedule

- Advanced Plans shall be completed in conjunction with ODOT schedule, currently scheduled for March of 2019

Subtask 3.3 Sewer Line Final Plans

Prepare final plans for the proposed sewer force main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications.

Deliverables

- One (1) 11" x 17" signed hard copy and one (1) electronic copy of final utility drawings to the City.
- One (1) set of stamped technical specifications delivered electronically in .pdf format.
- Final engineers cost estimate submitted electronically in .pdf format.

Schedule

- Final Plans shall be completed in conjunction with ODOT schedule, currently scheduled for May of 2019

Task 4 Waterline Design

Design and prepare utility plans for the proposed 12" ductile iron water main. The proposed water line will be hung between girders from the new bridge and terminate with connections in the street at approximately the intersections of SE Brooks Street and SE Mountain View Lane.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT BDDM
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- Waterline design deliverables will be included with Task 3 deliverables as part of a single submittal

Subtask 4.1 Waterline Line Preliminary Plans, and Cost Estimate

Prepare preliminary utility drawings for the proposed 12" water main. Task shall include information gathering to collect all necessary existing design data from others. Task shall include internal design checking as part of OBEC's quality control program. A Cost estimate will be completed as part of the preliminary design package. Cost estimate will include all external construction costs including construction engineering costs associated with the utility crossing. The preliminary utility drawings shall be on 11"x17" sheets and shall include:

- Plan and profile drawings (3 sheets)
- Structural Details (4 sheets)
- Utility Details (2 sheets)

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of preliminary utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.

Schedule

- Preliminary plans shall be completed in conjunction with ODOT schedule, currently scheduled for September of 2018

Subtask 4.2 Water Line Advanced Plans, Specifications and Cost Estimate

Prepare advanced plans for the proposed water main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Preliminary plan submittal in the Advanced Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of advanced utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.
- Technical specifications will be completed in Microsoft word format and delivered electronically.

Schedule

- Advanced Plans shall be completed in conjunction with ODOT schedule, currently scheduled for March of 2019

Subtask 4.3 Water Line Final Plans, Specifications and Cost Estimate

Prepare final plans for the proposed water main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications.

Deliverables

- One (1) 11" x 17" signed hard copy and one (1) electronic copy of final utility drawings to the City.
- One (1) set of stamped technical specifications delivered electronically in .pdf format.
- Final engineers cost estimate submitted electronically in .pdf format.

Schedule

- Final Plans shall be completed in conjunction with ODOT schedule, currently scheduled for May of 2019

Task 5 Conduit Design

Design and prepare utility plans for the proposed power and fiber conduits. The proposed conduits will be installed on the new bridge and terminate with buried connections in the street and/or sidewalk at approximately the intersections of SE Brooks Street and SE Nehemiah Lane.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT BDDM
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- Conduit submittals will be included with Task 3 deliverables as part of a single design deliverable.
- Conduit Plan and Profiles will be shown on waterline drawings.

Subtask 5.1 Conduit Line Preliminary Plans, and Cost Estimate

Prepare preliminary utility drawings for the proposed electrical and fiber conduits. Task shall include information gathering to collect all necessary existing design data from others. Task shall include internal design checking as part of OBEC's quality control program. A Cost estimate will be completed as part of the preliminary design package. Cost estimate will include all external construction costs including construction engineering costs associated with the utility crossing. The preliminary utility drawings shall be on 11"x17" sheets and shall include:

- Miscellaneous Details (3 sheets)

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of preliminary utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.

Schedule

- Preliminary plans shall be completed in conjunction with ODOT schedule, currently scheduled for September of 2018

Subtask 5.2 Conduit Advanced Plans, Specifications and Cost Estimate

Prepare advanced plans for the proposed conduits. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Preliminary plan submittal in the Advanced Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of advanced utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.
- Technical specifications will be completed in Microsoft word format and delivered electronically.

Schedule

- Advanced Plans shall be completed in conjunction with ODOT schedule, currently scheduled for March of 2019

Subtask 5.3 Conduit Final Plans, Specifications and Cost Estimate

Prepare final plans for the proposed conduits. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications.

Deliverables

- One (1) 11" x 17" signed hard copy and one (1) electronic copy of final utility drawings to the City.
- One (1) set of stamped technical specifications delivered electronically in .pdf format.
- Final engineers cost estimate submitted electronically in .pdf format.

Schedule

- Final Plans shall be completed in conjunction with ODOT schedule, currently scheduled for May of 2019

Task 6 Quality Assurance

Plan, direct and provide senior level quality assurance (QA) of all major deliverables in accordance with Consultant's Quality Management Plan (QMP) and project specific Project Quality Plan (PQP).

Development of a project specific Project Quality Plan (PQP). The PQP shall document the required quality assurance reviews that must be undertaken by the Consultant for each project deliverable. All major deliverables shall be reviewed internally by senior level discipline experts, a principal level engineer, and construction inspection staff. The QMP has been included as an attachment to the scope of work.

Assumptions

- Complete a formal internal QA process for the following deliverables:
 - Preliminary
 - Advanced
 - Final

- All QA related comments shall be reviewed and verified to the satisfaction of the reviewer

Deliverables

- The QA comment logs, and PQP documentation shall be available to the city, at any time, in electronic format within 5 days of request.

Schedule

QA will be completed prior to submitting all deliverables listed above for city review.

Task 7 Bidding Support

Provide engineering services necessary to facilitate bidding the final PS&E documents for construction. All construction phase services post-bid are excluded from the current scope of work.

Subtask 7.1 Pre-bid Services

Provide engineering services necessary to support the bidding that includes answering questions, attending the pre-bid meeting, and assisting the city with evaluating estimates and selecting a prospective bidder

Assumptions

- Anticipated level of effort is limited to 20 hours of total engineering services.

Deliverables

- None

Schedule

- Respond to any requests for service during the bidding process within two (2) days of request

Subtask 7.2 Prepare Technical Addenda

Prepare technical addenda, as required, to address contractor questions and resolve documented inconsistencies in the plans and specifications.

Assumptions

- Effort assumes up to two technical addenda
- Each addenda will require modifications of up to 2 plan sheets and 2 specification sheets

Deliverables

- Addenda shall be submitted, as required, to the city electronically in .pdf format

Schedule

- Addenda will be provided to city within five (5) days of request

3 Mile Lane Utility Crossings
City of McMinville

Estimated Labor Costs and Expenses
Attachment 1

OBEC Consulting Engineers
January 2018

OBEC JOB No. 999-0591

TASKS	Vice President	Division Manager 1	Engineer 6	Engineer 5	Engineer 4	Sr. CAD Drafter	Drafting Supervisor	Project Controller	TOTAL HOURS	TOTAL LABOR
Task 1 Project Management	4	211	20	4	4			31	274	\$48,645
1.1 Overall Project Management		108						27	135	\$23,409
1.2 Project Meetings	4	103	20	4	4			4	139	\$25,236
Task 2 Utility Location and Coordination		8	4						12	\$2,176
2.1 Utility Coordination Meetings		8	4						12	\$2,176
Task 3 Sewer Design			110		220	170	6	6	512	\$67,518
3.1 Sewer Line Prelim PS&E			54		108	96	2	2	262	\$34,344
3.2 Sewer Line Advanced PS&E			42		82	44	2	2	172	\$23,046
3.3 Sewer Line Final PS&E			14		30	30	2	2	78	\$10,128
Task 4 Waterline Design			172		84	144	5		405	\$56,839
4.1 Waterline Prelim PS&E			82		40	86	2		210	\$29,032
4.2 Waterline Advanced PS&E			66		32	36	2		136	\$19,578
4.3 Waterline Final PS&E			24		12	22	1		59	\$8,229
Task 5 Conduit Design			40		68	50	5		163	\$21,821
5.1 Conduit Prelim PS&E			18		30	30	2		80	\$10,570
5.2 Conduit Advanced PS&E			14		28	12	2		56	\$7,574
5.3 Conduit Final PS&E			8		10	8	1		27	\$3,677
Task 6 Quality Assurance	12	18		12			12	12	66	\$11,112
Task 7 Bidding Support		16	24			8		4	52	\$8,420
7.1 Pre-bid Services		8	12						20	\$3,520
7.2 Prepare Technical Addenda		8	12			8		4	32	\$4,900
ESTIMATED TOTAL HOURS	16	253	370	16	376	572	26	53	1484	\$216,531
LABOR COSTS PER HOUR	\$243	\$188	\$168	\$143	\$127	\$115	\$143	\$115		
ESTIMATED LABOR COSTS	\$3,988	\$47,564	\$62,160	\$2,288	\$47,752	\$42,780	\$4,004	\$6,095		\$216,531
										OBEC EXPENSE ESTIMATE
										TOTAL NOT-TO-EXCEED BUDGET
										\$217,761

Mileage Expense (28 Trips*80 Miles round trip*\$0.545/mile)

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the 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.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A 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 designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) 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

(ii) 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

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) 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.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, 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.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, 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.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one

day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, 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.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]

**EXHIBIT C
INSURANCE**

(The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).
 Required by City I am exempt. Signed _____

2. **Professional Liability** insurance with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least one year two years after the contract is completed.
 Required by City Not required by City By: YB

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.
 Required by City Not required by City By: YB

4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by City Not required by City By: YB

5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
 (Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

OBEC CONSULTING ENGINEERS, INC. <i>Ang Adams</i>	<i>Ang Adams</i>	2-16-18
Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met **(please check three or more of the following):**
 - A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person's residence and that portion is used primarily for the business.
 - B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
 - C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
 - E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

<i>Ang Adams</i>	2-16-18
Contractor Signature	Date

(Project Manager complete C below.)

C. CITY APPROVAL

ORS 670.600 Independent contractor standards. As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an "independent contractor" if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,

3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

 Project Manager Signature	 Date
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME: PHONE (A/C, No, Ext): 425-709-3600 FAX (A/C, No): 425-709-7460	
	E-MAIL ADDRESS:	
INSURED OBEC Consulting Engineers, Inc. 920 Country Club Road, Suite 100B Eugene, OR 97401	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Sentinel Insurance Company	
	INSURER B: Hartford Ins. Co. of the Midwest	
	INSURER C: Lexington Insurance Co.	
	INSURER D:	
	INSURER E:	
INSURER F:		

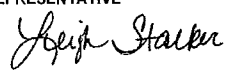
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			52SBAIX2270SC	3/20/2017	3/20/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			52UECPT7813	3/20/2017	3/20/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52WBCRT5496 ** WA Stop Gap	3/20/2017	3/20/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			035713726	9/25/2017	9/25/2018	\$5,000,000 each claim; \$10,000,000 Agg Ded: \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Engineering Services - 3 Mile Lane Utility Crossing. Exhibit of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

City of McMinnville Attention: Mike Bisset 231 NE 5th Street McMinnville, OR 97128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TASK ORDER NO. 1
to the
PERSONAL SERVICES CONTRACT
with
OBEC Consulting Engineers.

This Task Order No. 1 amends the personal services contract, dated March 28, 2018, between the City of McMinnville (City) and OBEC Consulting Engineers (Contractor) for engineering design services.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide additional utility coordination and design services for the 3 Mile Lane utility crossing project, as outlined in the attached scope of work letter dated October 24, 2019. The additional cost for these services is estimated to be \$6,048.00.

2. EFFECTIVE DATE AND DURATION

This Task Order No. 1 is effective on the date at which it is fully executed, and the expiration date of the Personal Services Contract is extended to December 31, 2020.

3. COMPENSATION

The City agrees to pay the Contractor for actual hours worked and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Task Order No. 1, with a total sum not to exceed \$6,048.00.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the original Personal Services Contract remain in full force and effect.

For the Owner:

Approved:

By: 

Title: CITY MANAGER

Date: 11-14-19

For the Contractor:

Approved:

By: 

Title: Division Manager

Date: 12 November 2019

October 24, 2019

Mike Bisset
Community Development Director
McMinnville Public Works
1900 Riverside Drive
McMinnville, Oregon 97128

RE: 3 Mile Lane Utility Crossing
Amendment No. 1, Utility Coordination and Engineering
Scope of Work and Fee Estimate
OBEC Job No. 0884-0001

Dear Mike:

OBEC Consulting Engineers appreciates the opportunity to continue to assist the City of McMinnville with utility design services to be completed in parallel with ODOT's OR18 Spur: South Yamhill River Bridge Replacement Project. This letter contains OBEC's proposed amendments to the scope of work, estimated fee, and schedule to complete additional utility coordination and engineering identified during the design phase of the project.

Project Understanding and Background:

The City of McMinnville is seeking a professional engineering consultant to provide utility design services to be completed in parallel with the OR18 Spur: South Yamhill River Bridge Replacement project being completed by ODOT.

The City of McMinnville, in partnership with McMinnville Water and Light, wishes to coordinate the design and installation of several utility lines with the bridge construction. The proposed utility lines are: a 16" ductile iron sewer force main, a 12" ductile iron water main, four 3" diameter steel conduits for power, and two 2" diameter steel conduits for fiber optic utilities.

OBEC will provide project management, ODOT design coordination, and utility design services for the proposed utility lines starting from approximately SE Brooks Street, across the new bridge, and terminating at approximately SE Nehemiah Lane (approximately 2200 feet). OBEC will produce plans and specifications for construction of the noted utilities and incorporate those into the bidding documents for the bridge project. To the greatest extent practicable, OBEC will utilize design and drafting information available from the bridge project for efficiency in producing these documents.

Survey, environmental studies, permitting, right-of-way engineering, geotechnical engineering, hydraulics, roadway design, traffic control, erosion control, and bridge design will be completed by others as part of the ODOT project. OBEC will begin design and coordination following the Design

acceptance Package (DAP) submittal anticipated in March of 2018. The project is scheduled to bid in Fall of 2019.

Amendment 1 Scope of Work:

This scope outlines the modifications to original Scope of Work tasks and additional tasks needed for OBEC Consulting Engineers (Consultant) to complete the design phase of this project and is an amendment to the original contract. This Scope of Work does not supersede or revise any tasks from the original contract unless specifically noted herein.

Task 1 Project Management

Provide management and coordination for all tasks included in this Scope. Manage Services performed by Consultant's staff and sub-consultants and coordinate with the City and the ODOT design team as needed on work tasks performed by others.

Subtask 1.1 Overall Project Management (Additional Scope)

Provide project management and design oversight for the consultant team. Prepare and maintain a milestone delivery schedule in Microsoft Project format. Maintain a project decision log using an established format for use in collecting City design input, documenting key decisions and tracking the resolution of design issues. Collect and respond to City and ODOT review comments. Keep the city apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget by providing a monthly progress report with each monthly invoice. Submit project invoices monthly, including a breakdown of hours spent by each individual on each task.

ODOT project delivery schedule has been revised to deliver final PS&E in fall of 2020. Revising original scope assumption of an eighteen month project duration to a twenty four month project duration.

Assumptions

- Project Management tasks are assumed to be twenty four months in duration to match the overall design schedule.
- Assume an average of 6 hours per month for external communication, internal design management, and billing and invoicing.

Deliverables

- Invoices and progress reports (monthly)
- Milestone Delivery Schedule (within 10 working days of NTP, and modifications as required by the City)
- Project Decision Log (available for review upon request)

Schedule

Task shall be continuous throughout project design phase duration.

Subtask 1.2 Project Meetings (Delete Scope)

Prepare for and attend targeted production and coordination meetings listed below as an integral part of Project delivery. The purpose of these meetings is to clearly identify and document the City's and

ODOT's Project goals, objectives and design preferences. Meetings shall take place at the City's Engineering Services Office, at ODOT offices in Salem, at OBEC offices, or by conference call, as appropriate.

Assumptions

- Effort includes preparation of meeting materials, agendas, travel time and meeting minutes.
- Project Kickoff Meeting – up to two (2) Consultant team members shall meet with City design staff for up to one (1) hour at the City's offices to discuss the overall work plan, project schedule, design criteria, and alternatives analysis.
- Preliminary Design Review Meeting – up to two (2) Consultant team members shall meet with City design staff for up to one (1) hour at the City's offices to present the results of the preliminary evaluation and discuss review comments to the preliminary design package. Review comments shall be provided by the City in an excel worksheet at least two days before the preliminary design review meeting.
- Advanced Plan review meeting – up to two (2) Consultant employees shall meet with City design staff for up to one (1) hours at the City's offices to discuss plan review comments. Review comments shall be provided by the City in an excel worksheet at least two days before the design review meeting.
- Attend bi-monthly team meetings with ODOT - up to one (1) Consultant employee shall meet with ODOT design staff for up to two (2) hours at the ODOT offices to coordinate the overall project delivery.
- Conduct up to 4 internal team meetings at discuss the overall work plan and project delivery approach.

Deliverables

- Meeting agendas will be delivered electronically 48 hours prior to each meeting
- Meeting minutes will be delivered electronically within one (1) week of meeting date

Task 2 Utility Location and Coordination

Overall utility coordination will be completed by others, except for Sewer force main work outside of the ODOT Bridge project limits defined as Sta “L” 19+36 (M.P. 46.92) to “L” 35+00 (M.P. 46.62). Utility coordination by the Consultant will be provided for Sewer force main installation from M.P. 46.62 to M.P. 46.44. Utility coordination is necessary to complete the design phase of the Sewer force main design.

Subtask 2.1 Utility Coordination Meetings (Completed Under Original Scope)

Attend and document on-site meetings with potentially affected utilities. Consultant attendance at a maximum of two (2) site meetings is anticipated.

Assumptions

- No utility kickoff meeting will be required

Deliverables

- Written meeting summary or minutes

Schedule

Meeting minutes shall be made available to City within three (3) days of request.

Subtask 2.2 Sewer Line Utility Coordination (Additional Scope)

Consultant shall Identify existing utilities within project limits from M.P. 46.62 to M.P. 46.44 that either encroach or intersect the Sewer line design alignment. Presence of existing utilities will be determined based on ODOT survey base map completed for the OR18 Spur: South Yamhill River Bridge Replacement Project. A contact log will be utilized to document phone conversations and emails with the utility companies.

Consultant shall coordinate with each utility on a regular basis throughout the design phase of the Project. Consultant shall coordinate with City, ODOT, and affected utilities to determine where any necessary potholing may be required. Consultant will coordinate with ODOT survey to survey all reference points placed by potholing contractor(s).

Assumptions

- Potholing will be coordinated and completed by the affected utilities and their contractor(s)
- Up to 2 utilities are present within the Project area, not including City of McMinnville and MW&L.
- Project plans will remain the final depiction of all Project construction and utility impacts.
- Surveying required for potholing efforts will be coordinated by Consultant and completed by ODOT forces
- Project base map will be updated by ODOT
- Modifications to ODOT Standard Specification Section 00150 will be provided to the ODOT project specification writer to be compiled into the overall project special provisions as necessary.
- All other utility coordination will be conducted by ODOT and Project Utility Certification to be finalized by ODOT
- Existing utilities are located such that the sewer design can be adjusted to avoid conflicts.

Deliverables

- Copy of contact log made available upon request
- Modifications to Section 00150 of ODOT Standard Specifications, if applicable

Schedule

To be completed concurrently with ODOT Bridge project utility coordination efforts.

Task 3 Sewer Design

Design and prepare utility plans for the proposed 16" Sewer force main. The proposed sewer line will be hung between girders from the new bridge and tie into the existing sewer line at each end. The existing underwater crossing will be abandoned in place.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT Bridge Design and Drafting Manual (BDDM)
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- OBEC will provide reference drawings to ODOT twice per major deliverable for incorporation into bridge plans.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- A single set of erosion control and traffic control plans will be produced for the Water, Sewer, and Conduit work and covered under task 3
- Assume all erosion control efforts within ODOT bridge project limits will be completed by others as part of the ODOT bridge project. Erosion control measures necessary outside the ODOT bridge project will be completed by the Consultant.
- All traffic control will be completed by others as part of the ODOT bridge project

Subtask 3.4 Roadway Design Support(Additional Scope)

OBEC shall provide roadway design support for construction impacts to existing roadway section, concrete curb and sidewalk and concrete driveways. Task shall include design, independent checking, and drafting associated with the proposed sewer line construction impacts from M.P. 46.62 to M.P. 46.44.

OBEC shall prepare a cost estimate for the roadway design support construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal.

The roadway design support drawings shall be on 11"x17" sheets and shall include:

- Erosion and Sediment Control Plan (1 sheets)
- Roadway Design Support Details (1 sheets)

Deliverables

- Per Subtask 3.2 Sewer Line Advance Plans, Specifications and Cost Estimate Deliverables
- Per Subtask 3.3 Sewer Line Final Plans Deliverables

Schedule

- Advance and Final Plans shall be completed in conjunction with ODOT bridge project schedule.

TASKS		Vice President	Division Manager 1	Engineer 6	Engineer 5	Engineer 4	Sr. CAD Drafter	Drafting Supervisor	Project Controller	TOTAL HOURS	TOTAL LABOR
Task 1	Project Management		-62.49	36						-26.49	-\$5,700
1.1	Overall Project Management			36.00						36	\$6,048
1.2	Project Meetings		-62.49							-62.49	-\$11,748
Task 2	Utility Location and Coordination		-7		20					13	\$1,544
2.1	Utility Coordination Meetings		-7							-7	-\$1,316
2.2	Sewer Line Utility Coordination				20					20	\$2,860
Task 3	Sewer Design			5		52	24			81	\$10,204
3.4	Roadway Design Support			5		52	24			81	\$10,204
ESTIMATED TOTAL HOURS			-69.49	41	20	52	24			67.51	\$6,047.9
LABOR COSTS PER HOUR		\$243	\$188	\$168	\$143	\$127	\$115	\$143	\$115		
ESTIMATED LABOR COSTS			-\$13,064	\$6,888	\$2,860	\$6,604	\$2,760				\$6,048
OBEC EXPENSE ESTIMATE											
TOTAL NOT-TO-EXCEED BUDGET											\$6,048

**ASSIGNMENT AND ASSUMPTION
OF PERSONAL SERVICES CONTRACT**

OBEC Consulting Engineers, Inc., ("**Assignor**") and **DOWL, LLC** ("**Assignee**") hereby enter into this ASSIGNMENT AND ASSUMPTION OF PERSONAL SERVICES AGREEMENT ("**Assignment**") as of November _____, 2019.

RECITALS:

WHEREAS, Assignor and Assignee have merged their operations with all assets and personal service contracts of Assignor being transferred to Assignee;

WHEREAS, Assignor has a Personal Services Contract with the City of McMinnville, Oregon ("McMinnville") dated March 28, 2018 (the "Contract").

WHEREAS, the Contract requires the consent of McMinnville for the assignment of the Contract to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) Assignment. Assignor does hereby sell, transfer, assign and convey unto Assignee and Assignee does hereby assume and accept all of Assignor's right, title and interest in and to the Contract attached hereto as Exhibit A.

(2) Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Contract on the terms and conditions set forth in this Assignment and the Consent To Assignment set forth below and agrees to unconditionally assume, fulfill, perform and discharge all the various liabilities, duties, covenants, obligations and agreements of Assignor under or with respect to the Contract arising and accruing from and after the date of the Contract.

(3) Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

(4) Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Oregon without regard to conflict of law principles.

(4) Counterparts. This Assignment may be executed in multiple counterparts which shall together constitute a single document. Facsimile and portable document format (PDF) signatures shall be deemed to be the equivalent of original signatures for purposes of this Agreement.

(7) Exculpation. Notwithstanding anything

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

OBEC Consulting Engineers, Inc.

By: 
Authorized Officer

ASSIGNEE:

DOWL, LLC

By: 
Authorized Member or Manager

CONSENT TO ASSIGNMENT:

The undersigned City of McMinnville consents to the above Assignment subject to the following terms: (1) the above assignment shall be without release of Assignor from liability for Assignors prior actions under the contract prior to the date of the Assignment, and; (2) Assignee shall provide Certificated of General Liability Insurance (with an additional Insured endorsement naming the City of McMinnville and its officers agents and employees), Professional Errors and Omissions Insurance and Workman's Compensation insurance as required by the Contract.

City of McMinnville, Oregon

By 
Authorized Officer

EXHIBIT A
(Attach Contract being assigned)

CITY OF McMinnville, Oregon

PERSONAL SERVICES CONTRACT

for

Engineering Services – 3 Mile Lane Utility Crossing

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and OBEC Consulting Engineers. (Contractor). The City's Project Manager for this Contract is Mike Bisset, Community Development Director.

The parties mutually covenant and agree as follows:

1. **Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on December 31, 2019.
2. **Statement of Work.** The work to be performed under this contract consists of utility design services to be completed in parallel with the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge Replacement project being completed by ODOT. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
3. **Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$217,761.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
4. **Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

81,85-2

2019

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): QBEL CONSULTING ENGINEERS, INC.
Address: 920 COUNTRY CLUB ROAD, SUITE 100B
EUGENE, OR 97401
Social Security #: _____
Federal Tax ID #: 93-0552628
State Tax ID #: 00150067-1
Citizenship: Nonresident alien _____ Yes No
Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership
 Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor:
Amy Robinson / Vice President 2-16-18
Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.

CITY OF McMINNVILLE SIGNATURE

Approved: [Signature] 3-28-18
City Manager or Designee Date

Reviewed: [Signature] 3-28-18
City Attorney or Designee Date

CITY OF McMINNVILLE
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. **Contractor is Independent Contractor.**
 - a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
 - b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.
 - c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
 - d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.
2. **Subcontracts and Assignment.** Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
3. **No Third Party Beneficiaries.** City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
4. **Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
5. **Early Termination**
 - a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
 - c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

a. If this contract is terminated under 5(a) or 5(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor are not exclusive. The City will also be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, the Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records. Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for the cost of copies is reimbursable by the City.

9. Ownership of Work. All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this contract is at the risk of the City.

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

12. **Insurance.** Contractor will provide insurance in accordance with Exhibit C.

13. **Waiver.** The failure of the City to enforce any provision of this contract will not constitute a waiver by the City of that or any other provision.

14. **Errors.** The Contractor will perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

15. **Governing Law.** The provisions of this contract will be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted in the United States District Court for the District of Oregon.

16. **Severability.** If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. **Merger Clause.** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A
STATEMENT OF THE WORK**

(See attached)

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

For

ENGINEERING SERVICES - 3 Mile Lane Utility Crossings

Project Understanding:

The City of McMinnville is seeking a professional engineering consultant to provide utility design services to be completed in parallel with the OR18 Spur: South Yamhill River, McMinnville Spur (Three Mile Lane) Bridge Replacement project being completed by ODOT.

The City of McMinnville, in partnership with McMinnville Water and Light, wishes to coordinate the design and installation of several utility lines with the bridge construction. The proposed utility lines are: a 16" ductile iron sewer force main, a 12" ductile iron water main, four 3" diameter steel conduits for power, and two 2" diameter steel conduits for fiber optic utilities.

OBEC will provide project management, ODOT design coordination, and utility design services for the proposed utility lines starting from approximately SE Brooks Street, across the new bridge, and terminating at approximately SE Nehemiah Lane (approximately 2200 feet). OBEC will produce plans and specifications for construction of the noted utilities and incorporate those into the bidding documents for the bridge project. To the greatest extent practicable, OBEC will utilize design and drafting information available from the bridge project for efficiency in producing these documents.

Survey, environmental studies, permitting, right-of-way engineering, geotechnical engineering, hydraulics, roadway design, traffic control, erosion control, and bridge design will be completed by others as part of the ODOT project. OBEC will begin design and coordination following the Design acceptance Package (DAP) submittal anticipated in March of 2018. The project is scheduled to bid in Fall of 2019.

Organization of Work Tasks:

The following work tasks are provided to develop an effective and comprehensive project delivery plan and provide a basis for the level of effort and design fee required for successful project delivery.

Task 1 Project Management

Provide management and coordination for all tasks included in this Scope. Manage Services performed by Consultant's staff and sub-consultants and coordinate with the City and the ODOT design team as needed on work tasks performed by others.

Subtask 1.1 Overall Project Management

Provide project management and design oversight for the consultant team. Prepare and maintain a milestone delivery schedule in Microsoft Project format. Maintain a project decision log using an

established format for use in collecting City design input, documenting key decisions and tracking the resolution of design issues. Collect and respond to City and ODOT review comments. Keep the city apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget by providing a monthly progress report with each monthly invoice. Submit project invoices monthly, including a breakdown of hours spent by each individual on each task.

Assumptions

- Project Management tasks are assumed to be eighteen months in duration to match the overall design schedule.
- Assume an average of 6 hours per month for external communication, internal design management, and billing and invoicing.

Deliverables

- Invoices and progress reports (monthly)
- Milestone Delivery Schedule (within 10 working days of NTP, and modifications as required by the City)
- Project Decision Log (available for review upon request)

Schedule

Task shall be continuous throughout project design phase duration.

Subtask 1.2 Project Meetings

Prepare for and attend targeted production and coordination meetings listed below as an integral part of Project delivery. The purpose of these meetings is to clearly identify and document the City's and ODOT's Project goals, objectives and design preferences. Meetings shall take place at the City's Engineering Services Office, at ODOT offices in Salem, at OBEC offices, or by conference call, as appropriate.

Assumptions

- Effort includes preparation of meeting materials, agendas, travel time and meeting minutes.
- Project Kickoff Meeting – up to two (2) Consultant team members shall meet with City design staff for up to one (1) hour at the City's offices to discuss the overall work plan, project schedule, design criteria, and alternatives analysis.
- Preliminary Design Review Meeting – up to two (2) Consultant team members shall meet with City design staff for up to one (1) hour at the City's offices to present the results of the preliminary evaluation and discuss review comments to the preliminary design package. Review comments shall be provided by the City in an excel worksheet at least two days before the preliminary design review meeting.
- Advanced Plan review meeting – up to two (2) Consultant employees shall meet with City design staff for up to one (1) hours at the City's offices to discuss plan review comments. Review comments shall be provided by the City in an excel worksheet at least two days before the design review meeting.

- Attend monthly team meetings with ODOT - up to one (1) Consultant employee shall meet with ODOT design staff for up to two (2) hours at the ODOT offices to coordinate the overall project delivery.
- Conduct up to 4 internal team meetings at discuss the overall work plan and project delivery approach.

Deliverables

- Meeting agendas will be delivered electronically 48 hours prior to each meeting
- Meeting minutes will be delivered electronically within one (1) week of meeting date

Task 2 Utility Location and Coordination

Overall utility coordination will be completed by others. This task is to attend on-site meetings with potentially affected utilities.

Subtask 2.1 Utility Coordination Meetings

Attend and document on-site meetings with potentially affected utilities. Consultant attendance at a maximum of two (2) site meetings is anticipated.

Assumptions

- No utility kickoff meeting will be required

Deliverables

- Written meeting summary or minutes

Schedule

Meeting minutes shall be made available to City within three (3) days of request.

Task 3 Sewer Design

Design and prepare utility plans for the proposed 16" Sewer force main. The proposed sewer line will be hung between girders from the new bridge and tie into the existing sewer line at each end. The existing underwater crossing will be abandoned in place.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT Bridge Design and Drafting Manual (BDDM)
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- OBEC will provide reference drawings to ODOT twice per major deliverable for incorporation into bridge plans.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- A single set of erosion control and traffic control plans will be produced for the Water, Sewer, and Conduit work and covered under task 3

- Assume all erosion and traffic control will be completed by others as part of the ODOT bridge project

Subtask 3.1 Sewer Line Preliminary Plans, and Cost Estimate

Prepare preliminary utility drawings for the proposed 16" Sewer force main. Task shall include information gathering to collect all necessary existing design data from others. Task shall include internal design checking as part of OBEC's quality control program. A Cost estimate will be completed as part of the preliminary design package. Cost estimate will include all external construction costs including construction engineering costs associated with the utility crossing. The preliminary utility drawings shall be on 11"x17" sheets and shall include:

- Plan and profile drawings (3 sheets)
- Structural Details (3 sheets)
- Utility Details (2 sheets)
- Miscellaneous Details (2 Sheets)

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of preliminary utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.

Schedule

- Preliminary plans shall be completed in conjunction with ODOT schedule, currently scheduled for September of 2018

Subtask 3.2 Sewer Line Advanced Plans, Specifications and Cost Estimate

Prepare advanced plans for the proposed sewer force main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Preliminary plan submittal in the Advanced Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of advanced utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.
- Technical specifications will be completed in Microsoft word format and delivered electronically.

Schedule

- Advanced Plans shall be completed in conjunction with ODOT schedule, currently scheduled for March of 2019

Subtask 3.3 Sewer Line Final Plans

Prepare final plans for the proposed sewer force main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications.

Deliverables

- One (1) 11" x 17" signed hard copy and one (1) electronic copy of final utility drawings to the City.
- One (1) set of stamped technical specifications delivered electronically in .pdf format.
- Final engineers cost estimate submitted electronically in .pdf format.

Schedule

- Final Plans shall be completed in conjunction with ODOT schedule, currently scheduled for May of 2019

Task 4 Waterline Design

Design and prepare utility plans for the proposed 12" ductile iron water main. The proposed water line will be hung between girders from the new bridge and terminate with connections in the street at approximately the intersections of SE Brooks Street and SE Mountain View Lane.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT BDDM
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- Waterline design deliverables will be included with Task 3 deliverables as part of a single submittal

Subtask 4.1 Waterline Line Preliminary Plans, and Cost Estimate

Prepare preliminary utility drawings for the proposed 12" water main. Task shall include information gathering to collect all necessary existing design data from others. Task shall include internal design checking as part of OBEC's quality control program. A Cost estimate will be completed as part of the preliminary design package. Cost estimate will include all external construction costs including construction engineering costs associated with the utility crossing. The preliminary utility drawings shall be on 11"x17" sheets and shall include:

- Plan and profile drawings (3 sheets)
- Structural Details (4 sheets)
- Utility Details (2 sheets)

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of preliminary utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.

Schedule

- Preliminary plans shall be completed in conjunction with ODOT schedule, currently scheduled for September of 2018

Subtask 4.2 Water Line Advanced Plans, Specifications and Cost Estimate

Prepare advanced plans for the proposed water main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Preliminary plan submittal in the Advanced Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of advanced utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.
- Technical specifications will be completed in Microsoft word format and delivered electronically.

Schedule

- Advanced Plans shall be completed in conjunction with ODOT schedule, currently scheduled for March of 2019

Subtask 4.3 Water Line Final Plans, Specifications and Cost Estimate

Prepare final plans for the proposed water main. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications.

Deliverables

- One (1) 11" x 17" signed hard copy and one (1) electronic copy of final utility drawings to the City.
- One (1) set of stamped technical specifications delivered electronically in .pdf format.
- Final engineers cost estimate submitted electronically in .pdf format.

Schedule

- Final Plans shall be completed in conjunction with ODOT schedule, currently scheduled for May of 2019

Task 5 Conduit Design

Design and prepare utility plans for the proposed power and fiber conduits. The proposed conduits will be installed on the new bridge and terminate with buried connections in the street and/or sidewalk at approximately the intersections of SE Brooks Street and SE Nehemiah Lane.

Assumptions

- Design shall be in accordance with City design standards, AASHTO Design Specifications, and the ODOT BDDM
- All drafting will be in microstation format and shall meet ODOT drafting standards.
- All technical specifications will be based on the 2018 Oregon Standard Specifications for Construction.
- Bidding Documents, and Nontechnical specifications will be completed by others.
- Conduit submittals will be included with Task 3 deliverables as part of a single design deliverable.
- Conduit Plan and Profiles will be shown on waterline drawings.

Subtask 5.1 Conduit Line Preliminary Plans, and Cost Estimate

Prepare preliminary utility drawings for the proposed electrical and fiber conduits. Task shall include information gathering to collect all necessary existing design data from others. Task shall include internal design checking as part of OBEC's quality control program. A Cost estimate will be completed as part of the preliminary design package. Cost estimate will include all external construction costs including construction engineering costs associated with the utility crossing. The preliminary utility drawings shall be on 11" x 17" sheets and shall include:

- Miscellaneous Details (3 sheets)

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of preliminary utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.

Schedule

- Preliminary plans shall be completed in conjunction with ODOT schedule, currently scheduled for September of 2018

Subtask 5.2 Conduit Advanced Plans, Specifications and Cost Estimate

Prepare advanced plans for the proposed conduits. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Preliminary plan submittal in the Advanced Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications to be included in the overall project specifications. Technical Specifications work shall include coordination with ODOT spec writer and ODOT approvals for all necessary technical specifications.

Deliverables

- One (1) 11" x 17" hard copy and one (1) electronic copy of advanced utility drawings to the City.
- Cost estimate will be completed in a Microsoft excel format and delivered electronically.
- Technical specifications will be completed in Microsoft word format and delivered electronically.

Schedule

- Advanced Plans shall be completed in conjunction with ODOT schedule, currently scheduled for March of 2019

Subtask 5.3 Conduit Final Plans, Specifications and Cost Estimate

Prepare final plans for the proposed conduits. Task shall include design, independent checking, and drafting associated with the proposed utility. OBEC shall incorporate design comments from the Advanced plan submittal in the Final Plan submittal. OBEC shall prepare a cost estimate for the utility construction costs and technical specifications.

Deliverables

- One (1) 11" x 17" signed hard copy and one (1) electronic copy of final utility drawings to the City.
- One (1) set of stamped technical specifications delivered electronically in .pdf format.
- Final engineers cost estimate submitted electronically in .pdf format.

Schedule

- Final Plans shall be completed in conjunction with ODOT schedule, currently scheduled for May of 2019

Task 6 Quality Assurance

Plan, direct and provide senior level quality assurance (QA) of all major deliverables in accordance with Consultant's Quality Management Plan (QMP) and project specific Project Quality Plan (PQP). Development of a project specific Project Quality Plan (PQP). The PQP shall document the required quality assurance reviews that must be undertaken by the Consultant for each project deliverable. All major deliverables shall be reviewed internally by senior level discipline experts, a principal level engineer, and construction inspection staff. The QMP has been included as an attachment to the scope of work.

Assumptions

- Complete a formal Internal QA process for the following deliverables:
 - Preliminary
 - Advanced
 - Final

- All QA related comments shall be reviewed and verified to the satisfaction of the reviewer

Deliverables

- The QA comment logs, and PCP documentation shall be available to the city, at any time, in electronic format within 5 days of request.

Schedule

QA will be completed prior to submitting all deliverables listed above for city review.

Task 7 Bidding Support

Provide engineering services necessary to facilitate bidding the final PS&E documents for construction. All construction phase services post-bid are excluded from the current scope of work.

Subtask 7.1 Pre-bid Services

Provide engineering services necessary to support the bidding that includes answering questions, attending the pre-bid meeting, and assisting the city with evaluating estimates and selecting a prospective bidder

Assumptions

- Anticipated level of effort is limited to 20 hours of total engineering services.

Deliverables

- None

Schedule

- Respond to any requests for service during the bidding process within two (2) days of request

Subtask 7.2 Prepare Technical Addenda

Prepare technical addenda, as required, to address contractor questions and resolve documented inconsistencies in the plans and specifications.

Assumptions

- Effort assumes up to two technical addenda
- Each addenda will require modifications of up to 2 plan sheets and 2 specification sheets

Deliverables

- Addenda shall be submitted, as required, to the city electronically in .pdf format

Schedule

- Addenda will be provided to city within five (5) days of request

3 Mile Lane Utility Crossings
City of McKinville

Estimated Labor Costs and Expenses
Attachment 1

OBEC JOB No. 999-0591

OBEC Consulting Engineers
January 2018

TASKS	Vice President	Division Manager I	Engineer 6	Engineer 5	Engineer 4	Sr. CAD Drafter	Drafting Supervisor	Project Controller	TOTAL	
									HOURS	LABOR
Task 1 Project Management	4	211	20	4	4			31	274	\$48,645
1.1 Overall Project Management		108						27	135	\$23,409
1.2 Project Meetings	4	103	20	4	4			4	139	\$25,236
Task 2 Utility Location and Coordination									12	\$2,176
2.1 Utility Coordination Meetings		8	4						12	\$2,176
Task 3 Sewer Design									512	\$67,518
3.1 Sewer Line Prelim PS&E		110			220	170	6	6	262	\$34,344
3.2 Sewer Line Advanced PS&E		54			108	96	2	2	172	\$23,046
3.3 Sewer Line Final PS&E		42			82	44	2	2	78	\$10,128
Task 4 Waterline Design									405	\$56,839
4.1 Waterline Prelim PS&E		172			84	144	5	5	210	\$29,032
4.2 Waterline Advanced PS&E		82			40	86	2	2	136	\$19,578
4.3 Waterline Final PS&E		66			32	36	2	2	59	\$8,229
Task 5 Conduit Design									163	\$21,821
5.1 Conduit Prelim PS&E		40			68	50	5	5	80	\$10,570
5.2 Conduit Advanced PS&E		18			30	30	2	2	56	\$7,574
5.3 Conduit Final PS&E		14			28	12	2	2	27	\$3,677
Task 6 Quality Assurance	12	18		12					66	\$11,112
Task 7 Bidding Support									4	\$8,420
7.1 Pre-bid Services		16	24			8		4	20	\$3,520
7.2 Prepare Technical Addenda		8	12			8		4	32	\$4,900
ESTIMATED TOTAL HOURS	16	253	370	16	376	372	26	53	1484	\$216,531
LABOR COSTS PER HOUR	\$243	\$188	\$168	\$143	\$127	\$115	\$143	\$115		
ESTIMATED LABOR COSTS	\$3,888	\$47,564	\$62,160	\$2,288	\$47,752	\$42,780	\$4,004	\$6,095		\$216,531
TOTAL NOT-TO-EXCEED BUDGET										\$1,230

Mileage Expense (28 Trips @ 80 Miles round trip @ \$0.545/mile)

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, 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 the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the 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.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A 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 designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) 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

(ii) 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

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) 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.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, 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.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under the public contract, either at the time of hire or before work begins on the public contract, 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.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one

day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, 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.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]

**EXHIBIT C
INSURANCE**

(The Project Manager must answer and Initial 2, 3, and 4 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).
 Required by City I am exempt. Signed _____

2. **Professional Liability insurance** with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least one year two years after the contract is completed.
 Required by City Not required by City By: YB

3. **General Liability Insurance**, on an occurrence basis, with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.
 Required by City Not required by City By: YB

4. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by City Not required by City By: YB

5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
 (Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

<i>OBEC CONSULTING ENGINEERS, INC.</i>	<i>Amy Adams</i>	<i>2-16-18</i>
Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met (please check three or more of the following):
 - A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person's residence and that portion is used primarily for the business.
 - B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
 - C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
 - E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

<i>Amy Adams</i>	<i>2-16-18</i>
Contractor Signature	Date

(Project Manager complete C below.)

C. CITY APPROVAL

ORS 670.600 Independent contractor standards. As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an "independent contractor" if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,


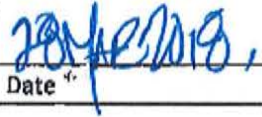
<p>3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,</p> <p>4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and</p> <p>5. The person is customarily engaged in an independently established business as indicated in B. 4 above.</p>	
<p>Project Manager Signature</p> 	<p>Date</p> 

EXHIBIT B
(Attach Insurance Certificates and Additional Insured Endorsement to
General Liability Policy)

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE
01/01/19

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of McMinnville
Attention: Mike Bisset
231 NE 5th Street
McMinnville, OR 97128

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
219089	01/01/19	12/31/19

LIMITS OF LIABILITY \$5,000,000 EACH CLAIM
\$10,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

0884-001.00 3 Mile Lane Utility Crossing

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

DOWL, LLC Operating as
DOWL
701 Fifth Ave, Suite 4120
Seattle, WA 98104

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read 'David Cobble', is written over a horizontal line.

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:		
	PHONE (A/C, No, Ext):	425-709-3600	FAX (A/C, No): 425-709-7460
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	National Surety Corp.	
INSURED DOWL, LLC 701 Fifth Ave Ste 4120 Seattle, WA 98104	INSURER B:	Liberty Mutual Fire Insurance Company	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD DED: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		S86MXX80997380	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S86MXA80340501	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			XAE00058259656	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2Z91469836029 Workers Comp - AK, ID, CO, MT, OR, VA	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Engineering Services - 3 Mile Lane Utility Crossing.

City of McMinnville and its officers, agents and employees are additional insureds on the general liability policy per the attached endorsement/form.

CERTIFICATE HOLDER

City of McMinnville
Attention: Mike Bisset
231 NE 5th Street
McMinnville, OR 97128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diana Hancock

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Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: DOWL LLC

Policy Number: S 86 MXX 80997380

Producer: PARKER, SMITH AND FEEK, INC.

Effective Date: 06-01-19

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s)
Or Organization(s)

Location And Description Of
Completed Operations

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury or property damage caused, in whole or in part, by your work at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the products-completed operations hazard.

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

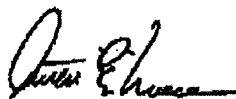
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

**Additional Insured - Owners, Lessees or Contractors - Scheduled
Person or Organization - CG 20 10 04 13**

Policy Amendment(s) Commercial General Liability

Insured: DOWL LLC

Policy Number: S 86 MXX 80997380

Producer: PARKER, SMITH AND FEEK, INC.

Effective Date: 06-01-19

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

Location(s) Of Covered Operations

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to bodily injury or property damage occurring after:

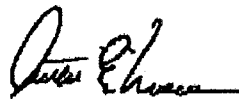
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President