AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Amendment No. Two (2) to Contract Dated April 23, 2013 between Jviation, Inc. and Gunnison County and the Gunnison Crested Butte Regional Airport, Gunnison, CO; ARFF Vehicle Acquisition; $15,968

Action Requested: County Manager Signature

Parties to the Agreement: Jviation/Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** AIP 49

Summary:
This a request for Matthew's signature to execute an amendment to Jviation's contract for additional services in the purchase of a new ARFF truck though AIP Grant 49

Fiscal Impact: $15,968

Submitted by: Sarah Ross **Submitter's Email Address:** sross@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Only $798 will be funded with County dollars. 95% will be paid with Airport Improvement Funds and a Colorado Division of Aeronautics grant.

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 4/21/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 4/28/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/28/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 5/6/2014 Follow Up Agenda Date:

Revised April 2013

April 11, 2014

Ron Niehoff
Federal Aviation Administration
Denver Airports District Office
26805 E. 68th Avenue, Suite 224
Denver, CO 80249-6361

RE: Record of Negotiations for Gunnison-Crested Butte Regional Airport AIP 3-08-0030-49

Ron:

The consulting firm of Jviation, Inc. entered into a Basic Contract with Gunnison County and the Gunnison-Crested Butte Regional Airport on April 23, 2013 for professional engineering services at the Gunnison-Crested Butte Regional Airport for certain specific work to be performed in conjunction with the Airport.

A scoping meeting for the acquisition of an Aircraft Rescue and Fire Fighting (ARFF) vehicle was held by phone on February 7, 2014. Representatives from the FAA, Gunnison-Crested Butte Regional Airport, and Jviation participated in the discussion.

The scope of work was reviewed by Ron Niehoff, FAA, on March 10, 2014, and his comments were incorporated into the document.

We received the detailed proposed fee from Jviation on April 7, 2014, and it was broken down as follows:

Part A – Basic Services	
Design	$9,007
Bidding	$2,836
Part B – Special Services	
Construction Administration	$4,125
Total	$15,968

Negotiations between Rick Lamport, Gunnison-Crested Butte Regional Airport, and Angela Folkestad, Jviation, were completed on April 8, 2014. No changes were made to the proposed fees, and the numbers presented above are considered final.

The final fee proposal is considered reasonable by the sponsor. A contract amendment is being prepared for the agreement between the sponsor and consultant. The scope of work, detailed cost proposal, and draft contract amendment are attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.

The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Sincerely,

Rick Lamport
Airport Manager

Enclosures: Scope of work
Cost proposal
Draft contract amendment

Cc: Angela Folkestad, Jviation, Inc.

AMENDMENT NO. TWO (2) TO CONTRACT
DATED APRIL 23, 2013
BETWEEN
JVIATION, INC.
AND
GUNNISON COUNTY AND THE GUNNISON CRESTED BUTTE REGIONAL AIRPORT
GUNNISON, CO

The Sponsor and the Engineer agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement Items are included in the Scope of Work of the original contract. The items covered by this amendment are described as follows:

ARFF Vehicle Acquisition

The Sponsor agrees to pay the Engineer for the services listed under Article II of the original contract in the following manner:

PART A - BASIC SERVICES

DESIGN

Design ..... Lump sum of $9,007.00

BIDDING

Bidding..... Lump sum of $2,836.00

TOTAL BASIC SERVICES ..... Lump sum of $11,843.00

Method of payment shall be as follows:

Interim payments based on work performed by the Engineer and detailed in a report submitted to the Sponsor with the request for payment. A retainer of ten percent of the total contract amount to be paid upon Notice to Proceed for construction, or, in the event the Sponsor does not elect to proceed with construction, the remaining ten percent to be paid upon receipt of request for payment from the Engineer.

PART B - SPECIAL SERVICES (SOILS AND PAVEMENT INVESTIGATIONS/TOPOGRAPHIC SURVEYS/HYDROLOGIC STUDIES/CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING)

CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING

The estimated maximum for CONSTRUCTION ADMINISTRATION and FIELD ENGINEERING is:

Construction Administration ..... Lump sum of $4,125.00

TOTAL SPECIAL SERVICES ..... Lump sum of $4,125.00

TOTAL ..... Lump sum of $15,968.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible "Record Drawings" have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The "Record Drawings" and Construction Report shall be submitted within a period of 90 days from end of construction period. This Amendment shall be considered concurrent with completion of audit.

PART C – ASSURANCES

I.
CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS
Reference: 49 CFR PART 21

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

- **Compliance with Regulations.** The Engineer 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.

- **Nondiscrimination.** The Engineer, 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 Engineer 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.

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

- **Information and Reports.** The Engineer 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 an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer'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 Engineer under the contract until the Engineer complies, and/or
  b. Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations*, *Nondiscrimination*, *Solicitations for Subcontracts*, *Information and Reports*, and *Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II.
AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

Reference: Airport and Airway Improvement Act of 1982, Section 520;Title 49 47123;AC 150/5100-15, Para. 10.c.

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Engineers, this provision binds the Engineers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III.
DISADVANTAGED BUSINESS ENTERPRISES

Reference: 49 CFR Part 26

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ***Fifteen (15)*** days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

IV.
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
Reference: 49 CFR Part 20, Appendix A

- No Federal appropriated funds shall be paid, by or on behalf of the Engineer, 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 making of any Federal grant and the amendment or modification of any Federal grant.

- 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 any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

V.
ACCESS TO RECORDS AND REPORTS
Reference: 49 CFR Part 18.36(i); FAA Order 5100.38

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VI.
BREACH OF CONTRACT TERMS
Reference: 49 CFR Part 18.36

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

VII.
RIGHTS TO INVENTIONS
Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

VIII.
TRADE RESTRICTION CLAUSE
Reference: 49 CFR Part 30.13; FAA Order 5100.38

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

IX.
TERMINATION OF CONTRACT
Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38

- The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

- If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

- If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

- If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

- The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

X.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
Reference: 49 CFR Part 29; FAA Order 5100.38

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 201__.

SPONSOR:
NAME
LOCATION

By: _____

Attest: _____

ENGINEER:
JVIATION, INC.

By: _____

JVIATION®
900 S. Broadway, Suite 350, Denver, CO 80209
Main 303 524 3030 **Fax** 303 524 3031
JVIATION.COM

SCOPE OF WORK FOR GUNNISON-CRESTED BUTTE REGIONAL AIRPORT GUNNISON, CO

Acquire Aircraft Rescue & Fire Fighting (ARFF) Vehicle
AIP Project No. 3-08-0030-49

This project will consist of preparing Contract Documents, Technical Specifications and the Engineer's Report, along with Bidding and Construction Administration for the project described below.

DESCRIPTION:

Schedule I: Acquire ARFF Vehicle

This project consists of the procurement, through the competitive bidding process, of a Class 4, 4x4 Aircraft Rescue & Fire Fighting (ARFF) vehicle, with agent capacities of 1,500 usable gallons of water and 450 pounds of potassium-based dry chemical agent. The ARFF vehicle shall meet the guidelines established in AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, and the National Fire Protection Association Standard (NFPA) 414, 2012 edition, Standard for Aircraft Rescue and Fire-Fighting Vehicle. Since the procurement of this vehicle will be through the competitive bidding process, a non-proprietary equipment specification will be developed to ensure that the proper vehicle is secured for the airport. An Engineer's Design Report and Final Construction Report will be produced and submitted to the FAA for the procurement of the ARFF Vehicle.

Schedule II: ARFF Auxiliary Equipment

This schedule is for the procurement of ARFF auxiliary equipment not addressed by the standard ARFF vehicle specification which is necessary for equipping the vehicle with firefighting tools and providing protection for the firefighters. This equipment shall meet the guidelines established in AC 150/5210-14B, *Aircraft Rescue Fire Fighting, Equipment, Tools and Clothing.*

FEES:

The Engineering fees will be broken into two parts,

Part A – Basic Services

1) Design Phase
2) Bidding Phase

Part B – Special Services

3) Contract Administration Phase and Special Considerations

Parts A and B and the three phases are described in more detail below. Based on the Engineer's preliminary cost estimate, for the ARFF vehicle, complete with accessories, is estimated to be approximately $750,000.00.

PART A - BASIC SERVICES

Part A - Basic Services will consist of the design phase and bidding phase.

1.0 Design Phase

1.1 Preliminary Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical dates and the feasibility of the proposed work. Meetings during the design phase will also be conducted to review the progress of the project, proposed time frame, and special requirements of the project.

1.2 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the Sponsor and the FAA. This also includes drafting the contract for the work to be completed by the Engineer for the Sponsor.

1.3 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial stages of the project. Preparation of the application will include the following:

- Prepare Federal 424 form
- Prepare Project Funding Summary
- Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- Prepare Preliminary Cost Estimate
- Exhibit "A" Property Map
- Prepare the Sponsor Certifications
- Attach the current Grant Assurances

The Engineer will submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward two copies of the signed application to the FAA for further processing.

1.4 Prepare Preliminary Contract Documents. The Airport will prepare the preliminary contract documents including the Invitation for Bids, Instructions to Bidders, Proposal, Equal Opportunity Employment Clauses, Construction Contract Agreement, Performance Bond, Payment Bond, and General Provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Engineer for review following internal County review.

1.5 Prepare Preliminary Technical Specifications. The Engineer will review the technical specifications prepared by the Sponsor, to ensure that the equipment being specified meets all applicable FAA requirements. The FAA standard specifications will be utilized as a basis and modified, as necessary, for the equipment to meet the airport's needs, as permitted by the FAA. Specifications to cover auxiliary equipment will be prepared when the desired equipment is not addressed by the standard specifications. The technical specifications will be written in a manner to ensure that the equipment is non-proprietary in nature.

1.6 Prepare Preliminary Special Provisions. The Airport will prepare Special Provisions to address, or expound on, conditions that require additional clarification. They will include, but are not limited to, the following items:

- Description of Work
- Work Schedule
- Guarantees/Insurance/Taxes/Permits
- Contracts/Subcontracts
- Liquidated Damages
- Project Closeout Forms

Preliminary Special Provisions will be prepared as early as possible during the design phase and submitted to the Engineer for review.

1.7 Prepare Estimate of Probable Cost. The Engineer will research the various vehicle manufacturers and determine the approximate purchase cost for the equipment. The estimate will be based on information obtained from previous projects, manufacturers, suppliers, and other databases available.

1.8 Prepare Design Engineer's Report. The Engineer will prepare the design report, which will include a description of the scope of work, design standards utilized, engineer's estimate of probable cost, including engineering and administrative fees, any modifications to standards, justification of equipment requirements, including current airport index and index of the proposed replacement vehicle. The Engineer's Report will be submitted to the Sponsor and FAA for their review at the 95% complete level.

1.9 Conduct Review at 95% Complete. Due to the condensed design schedule for this project, the Sponsor will complete and submit a set of contract documents, technical specifications and Engineer's design report to the Engineer and FAA for their review at the 95% complete level. A final package of the Contract Documents, Special Provisions, and Technical Specifications will then be prepared by the Engineer to incorporate all revisions, modifications, and corrections determined during the Engineer and FAA review. One copy of the final documents and specifications will be submitted to the FAA and two copies submitted to the Sponsor.

2.0 Bidding Phase

2.1 Advertise for Bids. Required advertisement dates and bidding dates will be established. The Engineer will submit notification on behalf of the Sponsor to the local and selected publications for the project. The Invitations for Bids will be emailed to selected firms to ensure manufacturers are aware of the pending project. Project documents will be made available electronically in PDF format on Jviation's website.

2.2 Prepare Addenda. Conditions that have not been covered by the contract documents and technical specifications that may affect the bid will be covered by addendum. Questions related to the bidding will be received by the Sponsor. The Sponsor shall address manufacturer and supplier questions, or concerns, to determine if conditions or situations indicated during the bidding period will be considered for inclusion in an addendum. Any necessary addenda will be reviewed with the FAA, Engineer and Sponsor's

representative prior to issuing. Addenda will be made available to the plan holders through email and the Jviation bidding website.

2.3 Conduct Bid Opening. The Sponsor will conduct the bid opening at the Gunnison-Crested Butte Regional Airport Administration Office at 519 West Rio Grande, Gunnison, CO 81230.

2.4 Review Bid Proposals. The Engineer will review all bid proposals submitted. An analysis of the bid prices, exceptions taken to the specifications, and manufacturer's qualification for the work will be completed. Any exceptions noted will be evaluated and determined if the exception is acceptable or will adversely affect the performance of the equipment being procured.

2.5 Prepare Recommendation of Award. The Engineer will prepare a Recommendation of Award for the Sponsor to accept or reject the bid as submitted. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

2.6 Prepare Construction Contract and Documents. This item accounts for the Engineer's in-house efforts during and immediately after the bid opening. The Engineer will prepare the Notice of Award, Notice to Proceed, Performance Bond, Payment Bond and Contract Agreements for the Sponsor's approval and signatures. Appropriate copies will be submitted to the successful manufacturer or supplier for their signatures. The Engineer will make five copies of the contract documents and technical specifications for use during manufacturing.

PART B – SPECIAL SERVICES

Part B - Basic Services will consist of the construction administration phase and special considerations.

3.0 Construction Administration Phase

3.1 Review Submittals from Manufacturer. Office personnel will be required to review any material documentation submitted by the manufacturer/supplier. The documents will be presented to the Sponsor's representative for concurrence in approval, if necessary.

3.2 Request for Reimbursement. The Engineer will prepare the initial request for reimbursement based on the approved engineering fees and administrative expenses incurred. Supplemental requests for reimbursement will be prepared based on the manufacturer/supplier invoices for the delivered equipment, administrative expenses incurred, and engineering fees, and will submit the request for reimbursement to the Sponsor. The manufacturer will receive 90 percent of the purchase price of the vehicle at the time of delivery, based on the Bill of Lading submitted with the vehicle delivery. Upon final acceptance of the equipment and all auxiliary equipment, the Engineer will prepare a request for reimbursement for the remaining 10 percent of the purchase price. The final request for reimbursement will be prepared and processed when the final construction report is completed.

3.3 Final Construction Report. The Engineer will prepare the final construction report after the delivery and acceptance of the equipment. The construction report will follow current Northwest Mountain Region guidance for equipment projects. Two copies of the construction report will be submitted to the

Sponsor and one copy submitted to the FAA. In conjunction with completing the construction report, the Engineer will prepare the final engineering invoice including administrative expenses and other miscellaneous costs associated with the project, and submit the final request for reimbursement.