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; Acquire Land (Parcel 38), Removal of Buildings; $26,046.50

Action Requested: County Manager Signature

Parties to the Agreement: Jviaiton and Gunnison County and Airport

Term Begins: **Term Ends:** **Grant Contract #:** AIP 47

Summary:
This Amendment No. 2 to the Base Contract with Jviaiton is for services to remove the old Public Works building.

Fiscal Impact: $26,046.50 ($24,744 from grants)

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

Finance Review: (●) Required ( ) Not Required

Comments:

95% will be paid from grant sources, so $1,302.32 will be paid from Airport fund as local match.

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 5/19/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/22/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/22/2014

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 6/3/2014 Follow Up Agenda Date:

Revised April 2013

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 Item is included in the Scope of Work of the original contract. The items covered by this amendment are described as follows:

Acquire land (parcel 38) removal of buildings

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

Preliminary Design ..... Lump sum of $13,680.50
Closeout ..... Lump sum of $5,616.00

TOTAL BASIC SERVICES ..... Lump sum of $19,296.50

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)

The maximum estimated SPECIAL SERVICES engineering is as follows:

UPDATE OF HAZARDOUS SITE ASSESSMENT AND ASBESTOS SURVEY

Update of Hazardous Site Assessment and Asbestos Survey ..... Lump sum of $5,250.00

TITLE COMMITMENT

Title Commitment..... Lump sum of $1,500.00

TOTAL SPECIAL SERVICES ..... Lump sum of $6,750.00

TOTAL..... Lump sum of $26,046.50

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

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

Obstruction Removal and Land Acquisition – Parcel 38
AIP Project No. 3-08-0030-47

This project will consist of providing engineering and environmental support and documentation for the purchase of land as described below.

DESCRIPTION:

The Gunnison-Crested Butte Regional Airport will acquire one parcel of land (Parcel 38 - 6.8 acres) adjacent to the existing airport terminal building. There is a structure on the land that previously served as Gunnison County's Public Works Facility, and that building will be removed. The remaining steel frame structure will be salvaged and relocated to another location. This project will be accomplished in accordance with current FAA regulations, policy and guidance, including FAA Advisory Circular 150/5100-17, *Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects.*

PART A – BASIC SERVICES

1.0 Preliminary Phase

1.1 Preliminary Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical dates, establish the proposed project scope and schedule, and to establish the need for historical and hazardous material survey work. Meetings will be conducted to review the special requirements of the project. It is anticipated that there will be a minimum of 2 meetings with the Sponsor and/or the FAA, with one meeting occurring in Gunnison and one in Denver.

1.2 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 Disadvantaged Business Enterprise (DBE) Program and Goal. The current three-year goal expired on September 30, 2013. A DBE goal will not be required for this project, and the next three-year DBE goal will be developed for fiscal years 2015 through 2017.

The Engineer will make minor administrative updates to the current Disadvantaged Business Enterprise (DBE) Program for the airport, which was approved by the FAA on November 27, 2012.

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

- Federal 424 form and AIP Supplemental Planning Application

- Project Funding Summary
- Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- Project Sketch (11"x17")
- Preliminary Cost Estimate
- Exhibit "A" Property Map
- Environmental Checklist (See Item 1.5 below)
- Current Grant Assurances and FAA AC Checklist
- Sponsor Certifications for signature

The Engineer will submit the grant application to the Sponsor for approval and signatures.

The Sponsor will complete the Colorado Discretionary Aviation Grant (CDAG) application.

1.5 Categorical Exclusion (Environmental Checklist). A categorical exclusion checklist (CATEX) for the obstruction removal and land acquisition will be completed for this project. The checklist addresses how the project affects the environmental aspects as defined under Federal guidelines for environmental assessments.

1.6 Prepare Requests for Reimbursement and Funding Administration. The Engineer will prepare payment requests for reimbursement of funds, per the Sponsor's grant agreement with the FAA. The Sponsor participates in the FAA's electronic transfer of funds program (DELPHI E-Invoicing); however, the Engineer will prepare payment request forms to ensure that the proper amount of funding is being requested and justified. The Sponsor will prepare state requests for reimbursement.

1.7 Historic Resource Coordination. Coordination with the Colorado State Historic Preservation Office (SHPO) will be completed to clear the existing structure of historic significance before removal. The coordination includes:

- Completion of an Architectural Inventory Form (1403).
- Documentation of the building via photographs and written records.
- Determination of the date of original construction and the dates of any additions to the building.

1.8 Coordinate Update of Hazardous Site Assessment and Asbestos Survey. A Hazardous Site Assessment and an Asbestos Survey were completed previously for the Public Works building; however, the surveys were found by the FAA to be outdated. The Assessment and Survey will be updated as required by the FAA and stated in the CATEX, and Jviation will coordinate the update, review the documents, and submit the final reports to the FAA for review and approval.

1.9 Obtain Title Commitment. Jviation will coordinate with a subconsultant to obtain a title commitment for Parcel 38, review the document, and include the information in the closeout report.

2.0 Closeout Phase

2.1 Update and Modify Exhibit "A" Property Map. The Engineer will review and update the airport property map to include land parcels, ownership description, recording information (County records of Book and Page Numbers) and FAA interest and acquisition dates. This will be a basic update, and will include

changes to the property table to distinguish property owned by the airport enterprise from land owned by Gunnison County, including Parcel 38. The Exhibit "A" will have each parcel colored for easy identification.

2.2 Closeout Report. The Engineer will prepare the final closeout report per FAA AC 150/5100-17. All administrative expenses, engineering fees and costs, and any other costs associated with the project will be assembled into a total project summary. Sponsor certifications and any other required documentation will also be included. One copy of the report will be furnished to the Sponsor and the FAA.

PART B – SPECIAL SERVICES

Part B - Special Services will consist of direct subcontract costs for the update of the hazardous site assessment and asbestos survey of the former public works building.

Special Considerations

The following is required for this project and will be completed by a subconsultant to the Engineer:

Update of Hazardous Site Assessment and Asbestos Survey. As discussed above, a Hazardous Site Assessment and Asbestos Survey has been completed and is now outdated. As such, the Assessment and Survey will be updated. The Scope of services for the updates includes:

- Initial review of previously complete surveys and historical data.
- Site walkthrough to identify known asbestos, previous remodels/additions, and previous asbestos remediation since original construction.
- Identification of suspect asbestos that have not been previously sampled and other new materials in the building. Samples will be collected as appropriate (using non-destructive methods) and analyzed for content.
- Completion of final report detailing the findings of the investigation and detailing the ASTM requirements.

Title Commitment. The title commitment will contain all documents that have been recorded for Parcel 38 back to a period of relative certainty. The title commitment will also provide any encumbrances, including documented easements on the parcel.