AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Acknowledgment of County Manager Signature; Amendment No. 1 to Contract Dated April 23, 2013 between JViation, Inc. and Gunnison County and the Gunnison-Crested Butte Regional Airport, Gunnison, CO; JViation Project No. GUC LOC 13-01; Install Airport Perimeter Fence; $25,431

Action Requested: Motion

Parties to the Agreement: Gunnison County / JViation

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

Summary:
Installation of airport perimeter fence.

Fiscal Impact: $25,431

Submitted by: Katherine for Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

$35,000 was included in the 2013 budget for this contract. It is eligible for the 13-GUC-02 Division of Aeronautics Grant, which supports 90%. Gunnison County's cost is $2,543.10.

Reviewed by: Bcowan Discharge Date: 6/23/2013

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

Comments:

ok db 6/24/13

Reviewed by: DBaumgarten Discharge Date: 6/24/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 6/27/2013

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

Agenda Date: 7/2/2013 Follow Up Agenda Date: N/A

Revised April 2013

JVIATION®

June 18, 2013

Mr. Marlene Crosby
Public Works Director
Gunnison County
195 Basin Park Drive
Gunnison, CO 81230

Re: Amendment No.1 to Contract for Airport Perimeter Fence Installation

Dear Marlene,

Attached please find two copies of Amendment No. 1 to the Contract between Gunnison County and the Gunnison Crested Butte Regional Airport and Jviation, Inc. If you would, please sign all copies and return one signed copy to my attention.

Please let me know if you have any questions, or if you require any additional information.

Sincerely,

Stacy Persichetti
HR/Office Manager

Attachment

cc: Angela Folkestad (w/o attachment)
Alex Nodich (w/o attachment)

Main 303.524.3030
Fax 303.524.3031
900 S. Broadway | Suite 350 | Denver, CO | 80209
JVIATION.COM

AMENDMENT NO. ONE (1) 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:

Install Airport Perimeter Fence

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 $11,821.00
Design .....Lump sum of $9,538.00

BIDDING

Bidding .....Lump sum of $4,072.00

TOTAL BASIC SERVICES .....Lump sum of $25,431.00

Method of payment shall be as follows:

Interim payments up to 90 percent based on work performed by the Engineer and detailed in a report submitted to the Sponsor with the request for payment. The remaining ten percent 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:

TOPOGRAPHICAL SURVEY

Topographical Survey.....Lump sum of $3,250.00

CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING

The estimated maximum for CONSTRUCTION ADMINISTRATION and FIELD ENGINEERING is:

Construction Administration .....Lump sum of $1,321.50
Pre-Construction Coordination.....Lump sum of $1,576.00
On-Site Construction Coordination.....Lump sum of $13,976.00
Post Construction .....Lump sum of $1,294.00

TOTAL SPECIAL SERVICES .....Lump sum of $21,417.50

TOTAL .....Lump sum of $46,848.50

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 less 10 percent. The final 10 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 20th day of June 2013.

SPONSOR:
GUNNISON COUNTY AND THE
GUNNISON CRESTED BUTTE REGIONAL AIRPORT

By _____
Matthew Birnie, County Manager

Attest _____

GUNNISON COUNTY SEAL COLORADO

ENGINEER:
JVIATION, INC.

By _____
Jim Fluhr