AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No. 6 to Contract Dated April 23, 2016;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Jviation and Gunnison County

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

Summary:

Amendment No. 6 to the Jviation contract with Gunnison County in order to include engineering fees for AIP 53 - Snow Removal Equipment Acquisition

Fiscal Impact: Funding resources: FAA, CDOT, Local. Included in 2017 CIP

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/2/2017

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

Comments:
ok db 6/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/1/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/6/2017

Revised April 2015

AMENDMENT NO. SIX (6) TO CONTRACT
DATED APRIL 23, 2013
BETWEEN
JVIATION, INC.
AND
GUNNISON COUNTY AND THE
CRESTED BUTTE REGIONAL AIRPORT
GUNNISON, COLORADO

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 item covered by this amendment is described as follows:

Snow Removal Equipment (SRE) Acquisition

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design.....Lump sum of $7,300.00
Design.....Lump sum of $15,809.00

BIDDING

Bidding.....Lump sum of $5,051.00

TOTAL BASIC SERVICES.....Lump sum of $28,160.00

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 (CONSTRUCTION ADMINISTRATION)

CONSTRUCTION ADMINISTRATION

The estimated maximum for CONSTRUCTION ADMINISTRATION is:

Post Manufacturing Coordination.....Lump sum of $6,796.00

TOTAL SPECIAL SERVICES.....Lump sum of $6,796.00

TOTAL.....Lump sum of $34,956.00

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 an 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*)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

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 contractor or its 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.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are 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*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

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

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- 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 as published by the Office of the United States Trade Representative (U.S.T.R.);

- 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 included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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.

The Engineer must 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 Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an 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 Sponsor or the FAA.

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

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all

data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are 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.

XI. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XII. CLEAN AIR AND WATER POLLUTION CONTROL *(Reference: 2 CFR § 200 Appendix II(G))*

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.

XIII. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II (E))*

- **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

- **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

- **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XIV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) *(Reference: 29 USC § 201, et seq.)*

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XV. TEXTING WHEN DRIVING *(References: Executive Order 13513, DOT Order 3902.10)*

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVI. ENERGY CONSERVATION REQUIREMENTS *(References: 2 CFR § 200 Appendix II(H))*

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVII. VETERAN'S PREFERENCE *(References: 49 USC § 47112(c))*

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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:
GUNNISON COUNTY AND THE
CRESTED BUTTE REGIONAL AIRPORT

ATTEST:

By: _____

_____

Name: _____

Title: _____

ENGINEER:
Jviation, Inc.

By: _____

Name: Jim Fluhr

Title: Principal

SCOPE OF WORK
FOR
Gunnison-Crested Butte Regional Airport
Gunnison, Colorado
AIP Project No. 3-08-0030-053-2017
Acquire Snow Removal Equipment (SRE) Vehicle

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated April 23, 2013 between Gunnison County and Jviation, Inc. providing for professional services. For the remainder of this scope Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, Inc. is indicated as "Engineer". The estimated construction cost of this project is approximately $900,000.00.

This project will consist of preparing Contract Documents, Technical Specifications, and Engineer's Design Report, and Bidding for the project to Acquire Airport Snow Removal Equipment (SRE) Vehicle. This scope of work is for the design services provided by the Engineer for the Sponsor.

DESCRIPTION

Acquire One Self Contained Power Broom with 4x4 Chassis and All-Wheel Steering
This project consists of the procurement, through the competitive bidding process, of one Self Contained Power Broom with a 4x4 Chassis and All-Wheel Steering. The 4x4 Chassis will be specified to operate with both the Self Contained Power Broom and the Optional Rotary Plow Attachment. The airport currently has one power broom is eligible for a second power broom. The Power Broom will be specified such that it will be able to be utilized by the Airport year round.

Acquire Optional Rotary Plow Attachment
In addition to the Self Contained Power Broom, an optional Rotary Plow Attachment will be specified. The airport currently has one rotary plow with a chassis but it is aging and is under capacity.

The purchase of the SRE equipment will improve efficiency, reliability and allow the Airport to meet the guidelines established in AC 150/5200-30D, (Airport Field Condition Assessments and Winter Operations Safety), and AC 150/5220-20A, (Airport Snow and Ice Control Equipment). Since the procurement of this equipment will be through the competitive bidding process, a non-proprietary equipment specification will be developed. One Final Construction Report will be produced and submitted to the FAA for the procurement.

The Engineering fees for the Acquire Snow Removal Equipment (SRE) Vehicle project will be two parts, **Part A-Basic Services;** 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase and EX) Reimbursable Costs during Design and **Part B-Special Services;** 4) Post Manufacturing Phase and EX) Reimbursable Costs during Manufacturing. Part A, Part B, and the phases are described in more detail below.

PART A - BASIC SERVICES

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

1.0 Preliminary Design Phase

1.1 Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical dates, establish the proposed design schedule, AIP development schedule and scope meeting schedule, and determine the feasibility of the proposed work. Various meetings during the design phase will also be conducted to review the progress of the design and discuss manufacturing details, proposed time frame of the manufacturing, and special requirements of the project. It is anticipated that there will be a minimum of 2 meetings with the Sponsor and/or the FAA throughout the course 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 Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties shall include items such as:

- The Engineer will prepare a project budget determining appropriate staffing to complete the design.
- The Engineer will analyze the budget bi-weekly to ensure budget and staffing are on track to meet design schedules within budget.
- Providing project instructions to staff to complete the design.
- The Engineer and administrative staff will complete monthly billing.

The Engineer shall conduct the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems in performing the work of which the Engineer becomes aware. The PSR shall include an update of the project schedule as described in this section, when schedule changes are expected.
- The Engineer shall submit for acceptance and maintain, a design schedule detailing the Engineer's scheduled performance of the work.
- The Engineer shall create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

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:

- 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
- Prepare the Sponsors Certifications
- Attach the current Grant Assurances
- Include DOT Title VI Assurances
- Include Certification for Contract, Grants, and Cooperative Agreements
- Include Title VI Pre-Award Checklist

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

TASK 1 DELIVERABLES:	TO FAA	TO SPONSOR
A. Project checklist, agenda, meeting minutes from Pre-Design Meeting	✓	✓
B. Scope of Work	✓	✓
C. Design Schedule	✓	✓
D. Monthly PSR		✓
E. Meeting minutes from coordination meetings	✓	✓
F. Federal Grant Application	✓	✓

2.0 Design Phase

2.1 Prepare Preliminary Contract Documents. This task will include preparing the preliminary Contract Documents including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, and General Provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Also, included in the Preliminary Contract Documents and covered in separate tasks below are the Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.2 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible; with the guidance from the current edition of the *FAA Advisory Circular 150/5220-20A, Airport Snow and Ice Control Equipment* and any relevant Northwest Mountain Region "Notices" will be followed. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. This task also includes coordination with the Sponsor on the vehicle specification and preparing the vehicle specification.

2.3 Prepare Preliminary Special Provisions. This task will include preparing the preliminary Special Provisions to address, or expound on, conditions that require additional clarification. They will include, but are not be limited to the Work Schedule, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Liquidated Damages, and Instruction Manuals.

2.4 Prepare Estimate of Probable Cost. The Engineer will prepare the manufacturing cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

2.5 Prepare Design Engineer's Report and Modification of Standards. During the preparation of the preliminary specifications, a design report will be prepared according to the current FAA Northwest Mountain Region Design Report guidelines. The report will include a detailed summary of the project, photographs, estimate of project costs, and a schedule for the completion of the design, bidding and manufacturing. Modifications to the FAA standards, as necessary, for the project will be compiled and presented to the FAA and Sponsor early in the design process and included in the design report. The design report will also contain any alternative design concepts that were investigated and evaluated.

2.6 Review at 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Specifications and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.7 In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals, and will also provide engineering guidance to the design team throughout design development from an experienced senior-level Professional Engineer. Prior to each review set of Specifications and Contract Documents being submitted to the Sponsor and FAA, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Specifications and Contract Documents being submitted, by a licensed Professional Engineer, other than the Engineer whom performed the design of the project, comments offered by the Engineer that performed the review and revisions to the Specifications and Contract Documents accordingly.

In addition to the 90% review specifications, and engineer's reports, the Engineer in-house quality control program also provides engineering guidance to the design team throughout the project design in attempt to steer the project in a manner that provides the best sound engineering judgment.

2.8 Prepare and Submit Final Specifications. A final set of Technical Specifications, Contract Documents and Engineer's Design Report will be prepared and submitted to the Sponsor, and the FAA. These documents shall incorporate all revisions, modifications and corrections determined during the Sponsor, and FAA final review.

TASK 2 DELIVERABLES:	TO FAA	TO SPONSOR
A. Preliminary Contract Documents		✓
B. 90% Contract Documents, Special Provisions, Specifications, Estimate, and Engineers Report	✓	✓
C. Project Review meeting minutes	✓	✓
D. Final Contract Documents, Special Provisions, Specifications, Estimate, and Engineers Report for Bidding	✓	✓

3.0 Bidding Phase

3.1 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 upcoming project. Invitations for bids will be emailed to selected firms to assure local manufacturers, and material suppliers are aware of the pending project. Project documents will be made available electronically in PDF format on Jviation's bid site.

3.2 Prepare/Conduct Pre-Bid Meeting. A pre-bid meeting will not held for this project.

3.3 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project as required, based on questions or comments that may arise from potential manufacturers during the bidding process. Any necessary addenda will be reviewed with the Sponsor and the FAA prior to issuing. The addenda will meet all design standards, as required.

3.4 Consult with Prospective Bidders. During the bidding process, the Engineer will be available, if needed, to clarify bidding issues with manufacturers and suppliers, and for consultation with the various entities associated with the project.

3.5 Conduct Bid Opening. The Engineer will attend and assist with a bid opening at the Sponsor's location.

3.6 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer will review all the bid proposals submitted. An analysis of the bid prices and manufacturer's qualification for the work will be completed and tabulated.

3.7 Prepare Recommendation of Award. The Engineer will prepare a Recommendation of Award for the Sponsor to accept or reject the bids, 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. The Engineer, upon recommendation of a qualified bidder, shall also investigate for compliance with the Suspension and Debarment rules on the https://www.epls.gov/epls/search.do website.

TASK 3 DELIVERABLES:	TO FAA	TO SPONSOR
A. Pre-Bid Meeting Agenda	✓	✓
B. Addenda	✓	✓
C. Recommendation of Award		✓

EX Reimbursable Costs during Design

This section includes reimbursable items such as auto rental, mileage, lodging and per diem, travel and other miscellaneous costs incurred in order to complete Part A – Basic Services.

PART B - SPECIAL SERVICES

Part B - Special Services will consist of the post manufacturing/project close out phase.

4.0 Post Manufacturing Coordination Phase

This phase will consist of project close out.

4.1 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), will conduct the final inspection.

4.2 Prepare Final Construction Report. The Engineer will prepare the final construction report.

4.3 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, surveying costs, testing costs, and manufacturing costs associated with project and assemble a total project summary. The summary will be compared with available funding.

4.4 Assist with Project Audit. When requested by the Sponsor or FAA, the Engineer will assist with any project audit. The Engineer will provide files requested that are pertinent to the project cost and completion.

TASK 4 DELIVERABLES:	TO FAA	TO SPONSOR
A. Punchlist	✓	✓
B. Final Construction Report	✓	✓
C. Project Cost Summary	✓	✓

EX Reimbursable Costs during Manufacturing

This section includes reimbursable items such as auto rental, mileage, lodging and per diem, travel and other miscellaneous costs incurred in order to complete Part B – Special Services.

Assumptions

The scope of services described in the foregoing is based on several assumptions of responsibilities by the Engineer and Sponsor.

1. All engineering work shall be performed using accepted engineering principles and practices and shall provide quality products that meet or exceed industry standards. Criteria will be in accordance with FAA Advisory Circular 150/5220-20A (Airport Snow and Ice Control Equipment) and related circulars. Specifications will be in accordance with FAA Advisory Circular 150/5220-20A Standards and the Northwest Mountain Regions Regional Updates and related circulars. Project planning, design, and manufacturing will further conform to all applicable standards including all applicable current FAA Advisory Circulars and Orders required for use in AIP funded and PFC approved projects, and other national, state, or local regulations and standards as identified and relevant to a manufacturing project.

2. The Engineer will utilize the following assumptions when preparing the project manual for bidding and manufacturing of the project:

   - The project manual contract documents will be developed jointly by the Sponsor and the Engineer.
   - The Engineer is responsible for developing the contents of the document.
   - The project will be bid Race-Neutral. DBE forms will be included for tracking purposes only. No goal is required.
   - FAA General Provisions and required contract language will be used.

3. The Engineer will maintain records of design analyses and calculations consistent with typical industry standards for a period of three years as required by FAA. These will be included in the Design Report.

4. The Engineer may reasonably rely upon the accuracy of data furnished by the Sponsor, or any other project participant not under contractual responsibility to the Engineer pursuant to the project and upon which the Engineer will base the services provided hereunder.

5. Because the Engineer has no control over the cost of manufacturing-related labor, materials, or equipment, the Engineer's opinions of probable costs will be made on the basis of experience and qualifications as a practitioner of its profession. The Engineer does not guarantee that proposals for manufacturing, manufacturing bids, or actual project manufacturing costs will not vary from Engineer's estimates of cost.

Detailed Engineering Fee Breakout

AIRPORT: Gunnison-Crested Butte Regional Airport
LOCATION: Gunnison, Colorado

AIP PROJECT NUMBER: 3-08-0030-053-2017
DATE: February 22, 2017
APPROVED: May 15, 2017

PROJECT DESCRIPTION: Acquire Snow Removal Equipment (SRE) Vehicle and Optional Rotary Plow Attachment

PHASE	PART A - BASIC SERVICES	Proposed Fee
1.0	Preliminary Design Phase	$ 7,300.00
2.0	Design Phase	$ 15,809.00
3.0	Bidding Phase	$ 5,051.00
SUB-TOTAL PART A BASIC SERVICES		$ 28,160.00
PHASE	**PART B - SPECIAL SERVICES**	
4.0	Post Manufacturing Coordination Phase	$ 6,796.00
SUB-TOTAL PART B SPECIAL SERVICES		$ 6,796.00
TOTAL ENGINEERING FEES		$ 34,956.00

PART A - BASIC SERVICES

Item No.		Principal Engineer	Quality Control Manager	Construction Manager	Project Manager	Engineer	Electrical Engineer	Associate Engineer	Designer	CADD Tech	Administrative Support	Total Hours	Misc. Costs	Cost Summary
1.0	**Preliminary Design Phase**	$225.00	$195.00	$180.00	$145.00	$140.00	$150.00	$135.00	$115.00	$95.00	$85.00			
1.1	Meetings with the Sponsor and FAA				0	6						12		$ 1,710.00
1.2	Prepare Project Scope of Work and Contract	1			2	4					4	11		$ 1,415.00
1.3	Project Coordination				6	3					4	13		$ 1,630.00
1.4	Prepare Federal Grant Application		1		4	12						17		$ 2,455.00
	Estimated Total Man-hours	1	1	0	18	25	0	0	0	0	8	53		
	Summary Costs	$225.00	$195.00	$0.00	$2,610.00	$3,500.00	$0.00	$0.00	$0.00	$0.00	$680.00		$0.00	
1.90	**Reimbursables**													
1.91	Mileage				70							70 Mi	$0.565	$ 39.55
1.92	Lodging and Per Diem											0 Days	$150.00	$ -
1.93	Field Vehicle											0 Days	$70.00	$ -
1.94	Office Vehicle				1							1 Days	$50.00	$ 50.00
													Total Preliminary Design Phase	$ 7,299.55

Checks

Item No.		Principal Engineer	Quality Control Manager	Construction Manager	Project Manager	Engineer	Electrical Engineer	Associate Engineer	Designer	CADD Tech	Administrative Support	Total Hours	Misc. Costs	Cost Summary
2.0	**Design Phase**	$225.00	$195.00	$180.00	$145.00	$140.00	$150.00	$135.00	$115.00	$95.00	$85.00			
2.1	Prepare Preliminary Contract Documents				4	18					3	25		$ 3,355.00
2.2	Prepare Preliminary Technical Specifications				3	18					1	22		$ 3,040.00
2.3	Prepare Preliminary Special Provisions				1	3						4		$ 565.00
2.4	Prepare Estimate of Probable Cost				1	3						4		$ 565.00
2.5	Prepare Design Engineer's Report and Modifications of Standards				5	24					1	30		$ 4,170.00
2.6	Review at 90% Complete				4						1	5		$ 665.00
2.7	In-House Quality Control	1	6									7		$ 1,395.00
2.8	Prepare and Submit Final Plans and Specifications				6	6					3	15		$ 1,965.00
	Estimated Total Man-hours	1	6	0	24	72	0	0	0	0	9	112		
	Summary Costs	$225.00	$1,170.00	$0.00	$3,480.00	$10,080.00	$0.00	$0.00	$0.00	$0.00	$765.00		$0.00	
2.90	**Reimbursables**													
2.91	Mileage				70							70 Mi	$0.565	$ 39.55
2.92	Lodging and Per Diem											0 Days	$150.00	$ -
2.93	Field Vehicle											0 Days	$70.00	$ -
2.94	Office Vehicle				1							1 Days	$50.00	$ 50.00
													Total Design Phase	$ 15,809.55

Checks

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PART A - BASIC SERVICES continued

Item No.		Principal Engineer	Quality Control Manager	Construction Manager	Project Manager	Engineer	Electrical Engineer	Associate Engineer	Designer	CADD Tech	Administrative Support	Total Hours	Misc. Costs	Cost Summary
3.0	**Bidding Phase**	$225.00	$195.00	$180.00	$145.00	$140.00	$150.00	$135.00	$115.00	$95.00	$85.00			
3.1	Advertise for Bids					3						3		$ 420.00
3.2	Prepare/Conduct Pre-Bid Meeting											0		$ -
3.3	Prepare Addenda				2	3						5		$ 710.00
3.4	Consult with Prospective Bidders				2	3						5		$ 710.00
3.5	Conduct Bid Opening				6							6		$ 870.00
3.6	Review Bid Proposals				2	3						5		$ 710.00
3.7	Prepare Recommendation of Award	1			2	6						9		$ 1,355.00
	Estimated Total Man-hours	1	0	0	14	18	0	0	0	0	0	33		
	Summary Costs	$225.00	$0.00	$0.00	$2,030.00	$2,520.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
3.90	**Reimbursables**													
3.91	Mileage				400							400 Mi	$0.565	$ 226.00
3.92	Lodging and Per Diem											0 Days	$150.00	$ -
3.93	Field Vehicle											0 Days	$70.00	$ -
3.94	Office Vehicle				1							1 Days	$50.00	$ 50.00
													Total Bidding Phase	$ 5,051.00

Checks

TOTAL PART A - BASIC SERVICES $ 28,160.10

PART B - SPECIAL SERVICES

Item No.		Principal Engineer	Quality Control Manager	Construction Manager	Project Manager	Engineer	Electrical Engineer	Associate Engineer	Designer	CADD Tech	Administrative Support	Total Hours	Misc. Costs	Cost Summary
4.0	**Post Manufacturing Coordination Phase**	$225.00	$195.00	$180.00	$145.00	$140.00	$150.00	$135.00	$115.00	$95.00	$85.00			
4.1	Conduct Final Inspection				8							8		$ 1,160.00
4.2	Prepare Final Construction Report				4	30						34		$ 4,780.00
4.3	Summarize Project Costs				3							3		$ 435.00
4.4	Assist with Project Audit				1							1		$ 145.00
	Estimated Total Man-hours	0	0	0	16	30	0	0	0	0	0	46		
	Summary Costs	$0.00	$0.00	$0.00	$2,320.00	$4,200.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
4.9	**Reimbursables**													
4.91	Mileage				400							400 Mi	$0.565	$ 226.00
4.92	Lodging and Per Diem											0 Days	$150.00	$ -
4.93	Field Vehicle											0 Days	$70.00	$ -
4.94	Office Vehicle				1							1 Days	$50.00	$ 50.00
													Total Post Manufacturing Coordination Phase	$ 6,796.00

Checks

TOTAL PART B - SPECIAL SERVICES $ 6,796.00