AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Independent Fee Estimate Agreement; AECOM Technica

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: AECOM and Gunnison County

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

Summary:

AECOM prepared an Independent Fee Estimate for the Terminal Area Plan as required by the FAA to ensure the chosen Consultants (Mead & Hunt) are within a reasonable fee schedule.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
Projuect included in 2017 budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/30/2017

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

Comments:
ok db 8/30/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/30/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2017

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

Agenda Date: 9/5/2017

Revised April 2015

AECOM

AECOM
111 Third Ave
Suite 1600
Seattle, WA 98101

206-438-2369 tel

August 22, 2017

Mr. Rick Lamport
Airport manager

Re: Gunnison-Crested Butte regional Airport Independent Fee Estimate Agreement/NTP

Dear Rick:

AECOM Technical Services, Inc. ("AECOM") is pleased to submit this proposal to Gunnison - Crested Butte Regional Airport ("Client") with regard to the preparation of an Independent Fee Estimate for the Airport Master Plan ("Project") located at Gunnison, Colorado ("Proposal"). This Proposal is for services to further define the needed Scope of Services for architectural/engineering services related to the Project ("Scoping Services"). Upon completion of these Scoping Services the parties will finalize the Scope of Services to be performed by AECOM for the architectural/engineering services under a separate agreement.

Scoping Services:
AECOM will perform an Independent Fee Estimate in support of the Airport Master Plan. This will include a detailed review of the scope of work provided to assure an understanding of the scope's intent and the level of effort required followed by the development of an independent fee estimate.

Deliverables:
Deliverables will include an excel spreadsheet fee estimate and a memorandum detailing any assumptions that were made in developing the Level-of-Effort

Schedule:
The IFE will be completed within 2 weeks of the Notice to Proceed.

Compensation:
The independent fee estimate will be completed on a Lump Sum basis of $3,200] ("Fee"). In addition, AECOM will be reimbursed for expenditures AECOM and its subconsultants specifically incurred for the Project, including without limitation, transportation, including air travel; lodging and subsistence; document reproduction; computer plotting; photography; long distance communications; shipping, postage, messenger or courier service charges; any sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses; and as authorized by you, any professional photography, renderings and scale models, special engineering studies and reports, mock-ups or samples performed by outside vendors. Billings for such reimbursable expenses shall be marked up ten percent (10%) for handling and coordination.

Commencement of Work
By signing this Proposal and returning it to AECOM, Client is agreeing to these terms and authorizing AECOM to proceed with the performance of the Scoping Services. Any changes to this Proposal shall be in writing and signed by both parties.

Invoicing and Payment
AECOM may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice, and shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available

upon request.

Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance, and AECOM shall be entitled to suspend its Services until payment in full, including interest, is received. Should such suspension exceed 60 consecutive days, AECOM may elect to terminate this Agreement in its sole discretion, shall be entitled to immediate payment for all Services performed through the date of termination, and shall bear no liability for additional cost or disruption arising from such termination.

Risk Allocation and Restriction of Remedies
THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS ("CONSULTANT COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

Data Rights
All Deliverables resulting from the performance of the Services shall become the property of Client upon proper payment. Any modification or reuse of Deliverables without the express written verification or adaptation by AECOM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AECOM. Any such verification or adaptation will entitle AECOM to further compensation at rates to be agreed upon by the Parties. Notwithstanding the above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Deliverables ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

Standard of Care
AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

Termination
This NTP may be terminated by either party upon written notice. In the event of termination, AECOM shall be compensated for all Services performed up to the date of termination including reimbursable costs. Should AECOM not complete all of the Scoping Services for any reason, Client will hold AECOM harmless for any and all aspects of the Project and for any damages resulting from the Scoping Services provided since due to their incomplete status, they will not be suitable for use.

Signatures
Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Entire Agreement
This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties.

Thank you for the opportunity to help you with this issue.

If you agree to this Proposal, please indicate so by signing both copies of this Proposal and return a copy to us for our records.

AECOM Technical Services, Inc.	**CLIENT:** _____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Printed Title	Printed Title
Address	Address
_____	_____
_____	_____