AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516, (the "Town"), and Armstrong Consultants, Inc. an independent contractor with a principal place of business at 861 Rood Avenue, Grand Junction, Colorado 81501 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. <u>SCOPE OF SERVICES</u>

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: Task Order C – Airport Pavement Management (P20-728).

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. <u>TERM AND TERMINATION</u>

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. <u>COMPENSATION</u>

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor **\$58,670.00**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. <u>OWNERSHIP</u>

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work,

use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. <u>INDEPENDENT CONTRACTOR</u>

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. <u>INSURANCE</u>

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor, or any officer, employee, representative, or of any subcontractor of Contractor. Contractor of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of contractor, any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. <u>ILLEGAL ALIENS</u>

A. <u>Certification</u>. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor shall participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. <u>Prohibited Acts</u>. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. <u>Verification</u>.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. <u>Duty to Comply with Investigations</u>. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. <u>Affidavits</u>. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. <u>MISCELLANEOUS</u>

A. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. <u>No Waiver</u>. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. <u>Third Parties</u>. There are no intended third-party beneficiaries to this Agreement.

E. <u>Notice</u>. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. <u>Severability</u>. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. <u>Modification</u>. This Agreement may only be modified upon written agreement of the Parties.

H. <u>Assignment</u>. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. <u>Governmental Immunity</u>. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. <u>Rights and Remedies</u>. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. <u>Subject to Annual Appropriation</u>. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. <u>Force Majeure</u>. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF ERIE, COLORADO

ATTEST:

Heidi Leatherwood, Town Clerk

CONTRACTOR

Jennifer Carroll, Mayor

STATE OF COLORADO)) ss.

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of ______, 2020, by ______ as _____ of Armstrong Consultants, Inc..

By:

My commission expires:

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as ______. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, a ____, am the sole owner/member/shareholder of _____, a ______ [specify type of entity - *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- A valid Colorado driver's license or a Colorado identification card;
- A United States military card or a military dependent's identification card;
- A United States Coast Guard Merchant Mariner card;
- A Native American tribal document;
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence <u>and</u> identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)) ss.COUNTY OF ______)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of ______, 2020, by ______ as _____ of

My commission expires:

(SEAL)

Notary Public

EXHIBIT A SCOPE OF SERVICES

ELEMENT #1 AIRPORT PAVEMENT MAINTENANCE

- 1. This project consists of pavement maintenance on eligible concrete pavements at Erie Municipal Airport. The work includes isolated panel repair, joint and crack sealing, and remarking the pavements. The included project sketch depicts the general layout for the project. Eligible pavements include the runway, taxiways, and apron areas. Additionally, two airfield signs that do not meet FAA standards for frangibility will be relocated to an area that does meet FAA standards.
 - 1.1. New pavement markings will be designed meet FAA AC 150/5340-1M. Type 1, Gradation A glass beads will be specified for the painted surfaces. Striated markings will not be used. Any existing markings that do not meet FAA AC 150/5340-1M requirements will either be removed prior to seal coating, or will be perpetuated based on the guidance received from the State and the Town. Runway Markings will be upgraded to Non-Precision.
 - 1.2. The runway will be renumbered in preparation for a new Straight-in approach. The project will identify the paint revisions that need to be complete for this effort. It will also identify the signage changes that are required. Sign panel changes will be completed by the airport.
 - 1.3. Airfield signs that do not meet FAA standards for frangibility in the Runway environment will be evaluated and either moved to a location where they are acceptable, replaced with signs meeting requirements, or removed entirely. The final solution will be based on guidance received from the Town.
 - 1.4. Joint sealing will consist of removing the existing joint sealant and backer rod, chamfering the panel edge, preparing the joint for new sealant, installing new backer rod, and applying silicone joint sealant appropriate for concrete application. Cracks in panels that do not warrant removal and replacement of concrete will be cleaned and prefilled with approved material if required prior to placement of crack sealant. All joints and cracks will be sealed to within ¹/₄ inch below the pavement surface. Following bidding, joints will be selected for resealing based on condition of existing joint sealant and available budget.
 - 1.5. If the project budget allows, a separate pay item for spall repair will be awarded, which will consist of removing cracked and spalled portions of panels per industry standards based on size and location of cracking. All unsound concrete will be removed and the area will be repaired with concrete or epoxy depending on size of repair.

I. PROJECT DEVELOPMENT (\$4,220.00)

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures. Activities include:

1. Conduct a pre-design meeting/scoping conference with the Town and State to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.

- 2. Develop preliminary cost estimates for the proposed work.
- 3. Develop a draft Scope of Work narrative for review and approval. The Town may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. Contractor shall assist the Town in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. Contractor shall assist the Town with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
- 4. Prepare final Scope of Work and Contract.

II. PRELIMINARY DESIGN (\$20,050.00)

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs. Activities include:

- 1. A design topographical survey will not be required for this project.
- 2. A design geotechnical investigation will not be required for this project.
- 3. A full Construction Safety and Phasing Plan (CSPP) is not required for this project. CSPP sketches will be prepared for the bid package.
- 4. Assist in the preparation of State Aeronautics grant application.
- 5. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with the Town
 - b. Verify existing ALP dimensions and data.
- 6. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Evaluate drainage conditions/requirements.
 - c. Review existing Pavement Strength Survey data.
- 7. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

	DESCRIPTION	ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Removals Plan	2 Sheets
d	Marking Layout and Details	3 Sheets

e	Signage Plan	1 Sheet
f	Construction Safety and Phasing Plan	2 Sheets
	TOTAL SHEET COUNT	10 Sheets

Drawings may be added or deleted during the design phase if required.

- 8. Prepare preliminary contract documents. Contractor shall prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the State and the Town for review. The Town is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
- 9. Prepare preliminary technical specifications. Contractor shall assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications. The standard specifications to be utilized for Element 1 may include the following items:

Item C-102 Temporary Air and Water Pollution

Item C-105 Mobilization

Item P-101 Preparation/Removal of Existing Pavements

Item P-605 Joint Sealants for Pavements

Item P-620 Runway and Taxiway Marking

- 10. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas

- k. Accident Prevention
- 1. Warranty
- m. Construction Management Plan
- 11. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the State and the Town and solicit preliminary design review comments.

III. FINAL DESIGN (\$6,640.00)

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations. Activities include:

- 1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
- 2. Calculate Estimated Quantities. Contractor shall calculate all necessary quantities for the various work items in each Element.
- 3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, Contractor shall prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
- 4. Develop bid schedules for construction. This task involves dividing the construction work into separate bid schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
- 5. Submit the 7460 Notice of Construction by uploading it to the OE/AAA website.
- 6. Prepare and submit 95% design construction plans, technical specifications, contract documents and special provisions to the State and the Town and solicit design review comments.
- 7. Incorporate 95% design review comments and respond as necessary to requests for additional information.
- 8. Conduct final internal review of all design documents and incorporate any necessary changes.
- 9. Prepare and submit final plans and specifications and submit copies to the State and the Town, which incorporates revisions, modifications and corrections determined during the State and the Town's review. After final plan acceptance, plan sets shall be provided to the State and the Town.

IV. BIDDING SERVICES (\$3,230.00)

During the bidding phase of the project, Contractor shall assist the Airport in advertising and letting the project for bid. Contractor shall assist in dialogue with potential bidders to quantify bidder questions assist The Town in attaining economic bids. Activities outlined below and the fees listed

on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services. Activities include:

- 1. Assist the Town with advertising invitation for bids and provide interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Town and State will be given a hard copy set of the final plans, specifications and contract documents.
- 2. Provide technical assistance and recommendations to the Airport during construction bidding.
- 3. Attend and assist with pre-bid conference. Answer questions and issue necessary clarifications and addenda.
- 4. Attend bid opening at the date and time agreed by the Town.
- 5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
- 6. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. All bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Town for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, Contractor shall assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction. Activities include:

A. Construction Administration Services (\$4,000.00)

- 1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.
- 2. Provide the Town and State with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
- 3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
- 4. Conduct pre-construction conference.
- 5. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and findings of Contractor's surveyor.
- 6. Provide technical assistance and recommendations to the airport during construction. This item includes one additional trip for Element 1 to the job site for on-site clarification. This

item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.

- 7. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by Contractor.
- 8. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Contractor shall prepare WIMS payment documents for the Town. The Town will be required to complete the payment reimbursement through the WIMS system.

B. Construction Inspection Services (\$19,290.00)

- 1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
- 2. Provide a full-time resident inspector to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities.
- 3. Prepare and submit weekly inspection reports. Reports will be submitted to the State and the Town no later than the following week that the report refers to.
- 4. Conduct final project inspection with the Town, State and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.

VI. PROJECT CLOSEOUT (\$1,240.00)

During the project closeout phase of the project, Contractor shall assist the Town with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project. Activities include:

- 1. Assist the Town with completing all necessary grant closeout certifications and forms.
- 2. There are no updates required to the Airport Layout Plan, the Airport Diagram, or the Airport Master Record due to this project.
- 3. Prepare record drawings, indicating changes made to the design during construction. The State and the Town will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format on a CD.

Engineering Total \$58,670.00