

Exhibit A – Task Order No.: SEVEN (7)

For Master Agreement between the Owner, Northeast Wyoming Regional Airport And the Engineer, Morrison-Maierle, Inc.

Task Order No.: Seven (7)

In accordance with the Master Agreement for Professional Airport Engineering Services for the Northeast Wyoming Regional Airport between **Owner** and **Engineer** dated May 15, 2019 (Agreement), **Owner** and **Engineer** agree as follows:

Section A1 - SPECIFIC PROJECT DATA

A1.01 Effective Date of Task Order: January 19, 2022

A1.02 Project Title: Terminal Generator and GA Terminal Generator

1. **A1.03** Project Description: Northeast Wyoming Regional Airport currently has an emergency backup generator at the main terminal that is undersized to handle the loads of the building and HVAC system. They are looking to replace it with a generator electrical design sized for the existing building loads. This will be based on a standard load per square foot value for lighting and HVAC loads. The airport would also like to acquire a new emergency backup generator with the same requirements for the main terminal for the GA Terminal.

Northeast Wyoming Regional Airport intends to acquire two (2) emergency backup generators with this project.

A1.04 Funding: The Airport Improvement project will be funded with FAA funds.

Section A2 - SERVICES OF ENGINEER

2.01 *The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of the Master Agreement, such sections being hereby incorporated by reference:*

Design and Construction Administration of Airport Improvement Projects

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.)
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B.)

A2.02 Basic Services

The ENGINEER agrees to provide normal professional engineering and planning services in connection with the Project as set forth below:

1. Research specific project requirements with Owner and WYDOT staff and review equipment options with available suppliers.
2. Determine project requirements to meet Owner and WYDOT specifications. Prepare project specifications and bid package.
3. Provide and distribute specifications and bid package documents to potential supplier for the acquisition project set forth above.
4. Prepare a final opinion of probably cost based on the final specifications for use as a guide in considering bids at the bid opening.
5. Attend bid opening, tabulate bids and make recommendations to the Owner in awarding the contract.
6. Prepare a Recommendation of Award, Notice of Award, and Award Contract documents for the equipment.
7. Prepare pay applications.
8. Assist Owner in assuring equipment satisfactorily meets the specifications. Complete and submit the project final close-out report with photos.
9. Provide Owner with assistance in WYDOT related audits.

Section A3 – OWNER’S RESPONSIBILITY

The provisions of **Section 3 Owner’s Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following SPONSOR’s responsibilities related directly to this project are added to this Task Order:

Section A4 - TIMES FOR RENDERING SERVICES

<u>Phase</u>	<u>Completion Date</u>
Phase I – Programming and Pre-Design Activities	Jan/Feb 2022
Phase II – Preliminary Design Engineering	Jan/Feb 202
Phase III –Final Design Engineering	March 2022
Phase IV – Bidding Assistance	March 2022
Phase V - Construction Phase Services	Spring/Summer 2022
Phase VI – Project Closeout Services	Summer 2024

Section A5 - PAYMENTS TO ENGINEER

A5.01 Effective Rates for this Task Order

- A. The approved federal overhead rate in effect on the date of this Task Order is 65.83%.
- B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Task Order is estimated to be \$ 38,000 based on the following assumed distribution:

Phase	Method of Payment		Estimated Compensation
Phase I – Programming & Pre-Design Activities	Lump Sum		\$2749.00
Phase II – Preliminary Design Services	Lump Sum		\$8,095.00
Phase III – Final Design Services	Lump Sum		\$9,120.00
Phase IV – Assistance in the Bidding Process	Lump Sum		\$3,773.00
Phase V - Construction Phase Services	Cost Plus Fixed Fee Direct Labor, Payroll & Overhead	\$6,956.52	\$8,374.00
	Reimbursable Expenses	\$374.00	
	Subconsultant Costs	<u>\$0.00</u>	
	Estimated Total Cost	\$7,330.52	
	Fixed Fee	<u>\$1,043.48</u>	
	Total Estimated Compensation	\$8,374.00	
Phase VI – Project Closeout Services	Lump Sum		\$5,899.00
TOTAL ESTIMATED COMPENSATION THIS TASK ORDER			\$38,000.00

Section A6 - CONSULTANTS:

None.

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None.

Section A8 - ATTACHMENTS:

A. Exhibit A – Engineering Budget & Scope of Work

Section A9 - DOCUMENTS INCORPORATED BY REFERENCE

- A. Master Agreement Dated May 15, 2019
- B. Exhibit B – Duties, Responsibilities, and Limitations of Authority of Resident Engineer (RE) or Resident Project Representative (RPR)

- C. Exhibit C – Notice of Acceptability of Work
- D. Exhibit D - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

Section A10 - APPROVAL AND ACCEPTANCE:

A10.01 Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on (January 20, 2021), which date is confirmed upon receipt of a copy of this Task Order signed by **Owner**.

The Effective Date of this Task Order is as written in Section A1.01 above.

MORRISON-MAIERLE, Inc. (ENGINEER)

NORTHEAST WYOMING REGIONAL AIRPORT (OWNER)

Signature Date

Signature Date

Randy Bomar, P.E.
Name

Name

Vice President
Title

Airport Board, President
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Tim Wick, P.E.
Name

Todd Chatfield, C.M.
Name

Sr. Airport Engineer, Project Manager
Title

Airport Director
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Northeast Wyoming Regional Airport
Gillette, WY
AIP 3-56-0012-048-2021, WYDOT AGC025A
Terminal Generator and GA Terminal Generator

Phase I - Programming and Pre-Design Activities for the Project	\$2,749	1.37%
Phase II - Preliminary Design	\$8,095	4.05%
Phase III - Final Design and 100% Design Review for the Project	\$9,120	4.56%
Phase IV - Provide Assistance in the Bidding Process	\$3,773	1.89%
Phase V - Construction Phase Services	\$8,374	4.19%
Phase VI - Project Closeout Phase Services	\$5,889	2.94%
Total A/E Fees	\$38,000	19%

Construction Est \$200,000.00

**Northeast Wyoming Regional Airport
Gillette, Wyoming
AIP 3-56-0012-0048-2021
WYDOT No. AGC025A
Terminal Backup Generator and GA Terminal Generator
Scope of Work**

General

The general scope of work is to provide the Northeast Wyoming Regional Airport the Assistance with the Preliminary and Final Design Engineering for the Airport Improvements for the Terminal Backup Generator and GA Terminal Generator project. Meetings with the OWNER, WYDOT, and FAA to discuss project, preparing and submitting the application for Federal assistance, obtaining survey data, studying alternative construction phasing to minimize impacts to airport users, preparation of opinions of total project costs, preparation of a design report, and preparation of preliminary and final plans and specifications. Also assists in the Bidding Process, Construction Observation, and Contract Grant Management for the Terminal Backup Generator and GA Terminal Generator project.

Construction will consist of approximately 60 calendar days and engineer's construction estimate is approximately \$200,000.

A. Specific Project Data

1. Provide a generator electrical design sized for the existing building loads. This will be based on a standard load per square foot value for lighting and HVAC loads
2. Provide an ATS design sized for the existing power distribution's ampacity
3. Provide an electrical site plan showing the location of the generator, ATS and new conduit runs
4. Provide a One-Line diagram showing the addition of the generator and ATS with conduit and conductor sizing
5. Provide a remote annunciator and emergency shut-down switch for the generator
6. Provide a generator pad and grounding detail
7. Prepare construction estimate
8. Provide plans and specifications for the construction to FAA, WYDOT, and Sponsor for review and comments,
9. Prepare Final plans and specifications,
10. Provide assistance in the project bidding process,
11. Provide prebid conference,
12. Prepare bid tabulations,
13. Prepare bid recommendation,
14. Prepare bid award to successful bidder,
15. Provide preconstruction conference,
16. Provide construction observation,
17. Provide construction site visit,
18. Provide contract grant management,
19. Provide construction layout survey,
20. Final project closeout and record drawings.

B. Design and Construction Administration of Airport Improvement Projects:

Phase I – Programming and Pre-Design Activities for the Project:

1. Develop Project Scope and prepare a Task Order for the professional services, including the development of:

- Phase II Preliminary Design Engineering for the Project
- Phase III Final Design Engineering for the Project
- Phase IV Assistance in the Bidding Process
- Phase V Construction Phase Services
- Phase VI Project Closeout

2. Attend Pre-Design Meeting with Airport officials to discuss scope of the project, design and construction bid schedules, projected bid opening dates, and construction period. Provide summary of meeting.

3. Prepare **FAA Grant Application** and **CAT Ex Documentation Submittal** for the project. Develop a project schedule for completion of design elements and project milestones preliminary and final plan completion, review periods, bidding dates and final grant application submission based on bids. Use FAA Checklists to develop a tentative project schedule.

4. Prepare solicitations for subconsultant services required by the project work scope. In general, services for Geotechnical, Environmental, Geographical Information Systems (GIS), Architectural and other specialty consultants will be solicited from qualified DBE and non-DBE firms pre-qualified or certified by State DOTs. (Note: Required Field Surveying services may be performed by the **Engineer** in-house, but are shown under subconsultant services). Any subconsultants selected for the project are subject to the approval of the **Owner**.

a. Subconsultants:

Topographic Field Surveys: This effort will include development of ground control for use during construction and topographic field data collection to provide a detailed construction base map that will be used for final design and quantity calculations. The **Engineer** may utilize in-house field surveyors to perform this work. The area surveyed will be identified in the Task Order.

5. ~~Prepare for **Owner's** and **Independent Fee Estimator's** use a packet that the fee estimator may use to develop his or her fee estimate and that the **Owner** can use for fee review and negotiations with the **Engineer**.~~

6. Prepare Fiscal Year DBE goals and report on previous Fiscal Year DBE goal achievements. This includes revising, development, and approval of DBE goals in the event that anticipated amount of federal funds is in excess of \$250,000 per year and in accordance with FAA Civil Rights criteria in effect at the time of the Task Order, as well as reporting DBE Achievements via the FAA Civil Rights DOORS on-line reporting system.

Phase II – Preliminary Design:

1. Perform investigative services and identify and evaluate the alternate solutions available to the OWNER as listed in the Task Order. Information from the current *Airport Master Plan, AC 150/5300-13A (Airport Design), AC 150/5320-6E (Airport Pavement Design and Evaluation), AC 150/5325-6 (Airport Design Standards - Effects and Treatment of Jet Blast), AC 150/5340-30H (Design and Installation of Details for Airport Visual Aid), AC 150/5360-9 (Planning and Design of Airport Terminal Facilities at non-Hub Locations), and other applicable FAA Advisory Circulars (ACs)* as of the date of the Task Order will be used as the basis for determining alternatives.

2. The investigative services includes the evaluation of the Airport lighting system affected the project, completion of field surveys, geotechnical investigations required for the project and verification of record drawings by the design team.

3. Obtain field surveys of site topography and other field information, as required, to refine cost estimates and to use in the final design process. Utility mapping will be based on information obtained from utility owners, Blue Stake, or Airport records.

4. ~~Review existing soils and geotechnical information required for pavement designs and the design of structures. Soils investigations for pavement design will use the current edition of AC 150/5320-6E Airport Pavement Design which is in effect on the date of the Task Order as a basis for determining the scope of the investigation. For structures, appropriate building codes will be used as the basis of the geotechnical investigation.~~

5. Develop an existing features drawing including contours (as appropriate) from data provided by the field topographic survey for use in refining cost estimates and the preparation of preliminary and final plans. Utility mapping will be based on information obtained from utility owners, Blue Stake, or Airport records.

6. ~~Review existing storm drainage and develop storm drainage plan for the project, if applicable.~~

7. Prepare schematic development plans for the project, update **Engineer's** opinion of total project costs for alternative layouts or procurement of equipment, i.e. LED vs. Incandescent, for example. Evaluate alternatives for phasing of construction to minimize impacts to airport users and enhance airport safety and operations. Prepare schematic phasing plans and meet with the **Owner** and Airport Users (Stakeholders) to discuss alternate layouts and phasing alternatives.

8. Develop Project construction plans and specifications to approximately 60% completion and update the **Engineer's** opinion of total project costs.

9. Prepare a Design Report in accordance with FAA requirements. Print the Design Report, review plans and specifications and submit to **Owner**, FAA for a 30% design review. Review 60% plans with the Airport and FAA.

10. Develop a Draft Airport Construction Safety and Phasing Plan (CSPP) in accordance with FAA AC 150/5370-2F Operational Safety on Airports During Construction. The construction Contractor is responsible for complying with the CSPP and a contractor prepared Safety Plan Compliance Document (SPCD) describing how they will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. Preparation of the draft CSPP will be coordinated with the **Owner**, airport users, and other applicable stakeholders. The Draft CSPP will be part of the 30% design submittal.

11. Assist the **Owner** in submitting the Draft Airport Construction Safety and Phasing Plans.

Phase III - Final Design and 100% Design Review for the Project:

1. Following the 60% review of the Phase II Preliminary Design by the **Owner**, FAA, and State and based on their acceptance, modification and direction, prepare final plans and specifications indicating the scope, extent and character of the Work to be performed and furnished by the Contractor(s) or Equipment Suppliers.

2. Develop the Project construction plans and specifications to approximately 100% completion and update the **Engineer's** opinion of total project costs. Intermediate submission of plans and specifications may be required depending on the project.

3. Include in the Project Manual (Specifications) the approved Construction Safety and Phasing Plan (CSPP) prepared in accordance with FAA AC 150/5370-2F Operational Safety on Airports During Construction and submitted to the FAA for approval. The construction Contractor is responsible for complying with the CSPP and a contractor prepared Safety Plan Compliance Document (SPCD) describing how they will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The final draft CSPP will be coordinated with the **Owner**, airport users, and other applicable stakeholders.

3. Include in the specification's Special Provisions a CONSTRUCTION SAFETY PLAN to address specific impacts of construction activities on airport operations. The version of AC 150/5370-2F Operational Safety on Airports During Construction which is in effect as of the date of the Task Order will be used as a guide in preparing the CONSTRUCTION SAFETY PLAN. Coordinate with the FAA Airport District Office, Air Traffic Control Tower, and FAA Facilities, as well as airport management and airport users as required to complete the plan. Generally, the FAA ADO will coordinate with and obtain approval from FAA Flight Standards for any special airport operational issues during construction.

4. Update the **Engineer's** opinion of total project costs. Revise the Design Report submitted for the 30% review as required to identify items of proposed work, levels of federal and state funding requested, and project impacts. Identify items of work which will be bid as alternative bid items. The design report will be completed in accordance with the versions of the appropriate ADO Notices and Checklists which are in effect as of the date of Task Order.

5. Print and also provide an electronic copy (PDF) for 100% review plans and specifications (Project Manual), Final Design Report and CSPP to **Owner** for transmittal to FAA for a 100% review.

6. Participate in final review meeting

7. Following review of the 100% submittal by the **Owner** and FAA and based on their acceptance, modification and direction prepare final plans and specifications and update the **Engineer's** opinion of total project costs based on the final plans and specifications.

8. Provide final copies of plans and Specifications and bid package to **Owner** and FAA for their files. Four sets are anticipated unless otherwise stated in the Task Order.

9. Attend Airport Board meetings and meetings with the FAA as required, to update Project progress. The maximum of meetings with the Airport Board and with the FAA shall be as specified in the Task Order.

Phase IV – Provide Assistance in the Bidding Process:

Once the Project is authorized by the FAA, State, and the **Owner** to be advertised for construction, Phase IV of this Agreement shall commence and the **Engineer** shall:

1. Prepare and distribute a notice to bidders or a copy of the Invitation to Bid for the upcoming project. Certified DBE firms' capable bidding the project or submitting subcontractor proposals to prime contractors will be included in the bidders list.

2. Provide plans and specifications for the construction of the improvements set forth in the Task Order. For bidding, provide the **Owner** with four copies and the FAA one copy of the plans and specifications. Plans and specifications will be offered to bidding Contractors in printed or electronic format for a non-refundable fee to cover reproduction and postage costs. Plans and specifications for Plan Exchanges will be provided in electronic (PDF) format.

3. Distribute plans and specifications via on-line bidding or paper distribution to contractors, subcontractors, suppliers, and manufacturers for the purpose of bidding.

4. Conduct a Pre-bid Conference to discuss airport operational safety during construction, airport security requirements, project construction schedule, and FAA construction specifications with prospective contractors. This will include providing a meeting attendance list, meeting agenda and meeting minutes.

5. Research and provide answers to Bidders during the advertisement period. Provide and distribute addendums if required.

6. Prepare a final Engineer's opinion of probable cost based on the final plans and specifications for use as a guide in considering bids at the bid opening.

7. Attend the project Bid Opening. Review each bidder's bid submission for completeness and errors, including a review the Bidder's qualifications documentation submitted in accordance with the general provisions of the project specifications. Review the low bidder's packet for compliance and completeness.

8. Prepare Bid Tabulations and provide a letter of recommendation of award to the **Owner** and FAA.

9. Prepare amendments to the FAA Project Applications incorporating actual construction bid amounts into the application request and project budget. Assist the **Owner** in submitting the Amended Project Applications to the FAA if necessary.

Phase V - Construction Phase Services:

Following the Award of Construction Contract(s) and acceptance of the FAA and State Grants by the **Owner**, Construction Phase Services shall commence and the **Engineer** shall:

1. Prepare a notice of award and assist the **Owner** in preparation of the Construction Contract Documents.
2. ~~Print seven sets of full size project drawings and provide 5 sets of construction specifications to the Contractor for construction. One set of full size drawings will be used by the Contractor for field documenting project changes and found conditions. This data will be incorporated into the Record (as-built) Drawings.~~
3. Executed contract documents will be gathered, bound into a project specification book, and distributed to the **Owner**, FAA, and the Contractor.
4. Schedule and conduct a Pre-construction Meeting with the selected construction contractors and subcontractors and Airport Stakeholders. This will include providing a meeting attendance list, meeting agenda and meeting minutes.
5. Stake the project for construction in accordance with the Project Specifications and as defined in the Task Order for the project.
6. ~~Should paving costs as bid exceed \$500,000, the **Engineer** shall prepare a **CONSTRUCTION MANAGEMENT PLAN**. The plan will include the identification of the **Owner's** representative, the testing laboratory, the procedures for testing laboratories, qualifications of testing personnel, and testing requirements, as required by the versions of the ADO Notices which are in effect as of the date of the Task Order.~~
7. The **Engineer** shall provide construction administration and observation services as required for substantial compliance with the Contract Documents. The **Engineer** will keep the **Owner** informed of the progress of the work, endeavor to guard the **Owner** against defects and deficiencies in the work of the Contractor, and shall reject or stop work, as appropriate, failing to conform to the Contract Documents. The **Engineer** or its authorized representative shall keep adequate Project records and field reports of work during construction.
8. Provide the services of a Resident Project Representative (RPR) at the site to assist the **Engineer** and to provide observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend **Engineer's** responsibilities or authority beyond the specified limits set forth elsewhere in this Agreement.
9. Visits to site and construction observation. In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the site at intervals appropriate to the various stages of construction, as **Engineer** deems necessary, in order to observe the progress and quality of the Work. Such visits and observations by **Engineer** and **Engineer's** RPR are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspection of Contractor's work in progress, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, **Engineer** will determine in general if Contractor's work is proceeding in accordance with the construction Contract documents, and **Engineer** shall keep **Owner** informed of the progress of the work.
 - b. The purpose of **Engineer's** visits to, and observation by the **Engineer's** Resident Project Representative will be to enable **Engineer** to better carry out the duties and responsibilities assigned to

and undertaken by **Engineer** during the construction phase, and, in addition, to provide for **Owner** a greater degree of confidence that the completed Work will conform in general to the Contract Documents. **Engineer** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure by Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, **Engineer** neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the construction Contract documents.

10. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspection, tests, and approvals. **Engineer's** review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction Contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction Contract documents. **Engineer** shall be entitled to rely on the results of such tests.

11. Monitor Contractor and Subcontractor operations during construction for general adherence to the Construction Safety and Phasing Plan (CSPP). In the event construction activities are not in conformance with the provisions of the CSPP with respect of operations within the Airfield Environment defined in the CSPP, the Contractor and **Owner** will be notified verbally and in writing. Failure of the Contractor to take corrective action will result in a stop work order issued to the Contractor until such time as the Contractor takes corrective action. The stop work order may be issued at the direction of the **Owner**, through the **Engineer**, or by order of the **Engineer**, should circumstances dictate such action.

12. Prepare weekly construction observation reports for review by the **Owner**, the FAA and the State.

13. Based on the on-site observations of the **Engineer's** RPR and review of Contractor(s)' applications for payment and the supplemental data and schedules, the **Engineer** shall approve, in writing, the amounts owed to the Contractor(s), and in accordance with the provisions of the General Conditions of the construction Contract documents shall approve payments to the Contractor(s) in such amounts.

Approvals of payment shall constitute a representation to the **Owner**, based on such observations and review, that the work has progressed to the point indicated and that, to the best of **Engineer's** knowledge, information and belief, the quality of the work is in accordance with the construction Contract documents subject to an evaluation of the work upon substantial completion and subject to the results of subsequent tests, and to any other qualifications stated in the **Engineer's** approval.

By approving applications for payment, the **Engineer** shall not be deemed to have represented that it has made any examination to determine how or for what purpose any Contractor has used the moneys paid on account of the contract price, or that title to any of the Contractor(s)' work, materials or equipment has passed to the **Owner** free and clear of any lien, claims, security interests, or encumbrances.

14. Provide draft FAA and Requests for Reimbursements and assisting in the submittal of the requests. Summaries of Project Cost and Paid Invoices will be prepared for the purpose of tracking grant(s) funding and project budget status. Assist in the preparation of quarterly and annual SF 425 reports for FAA Projects.

15. Make recommendations to the **Owner** on all claims relating to the execution and progress of the construction work.

16. Notify the **Owner** of permanent work that does not conform to the result required in the construction Contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the **Owner** for its correction, and, at the request of the **Owner**, have these recommendations implemented by the Contractor.

17. Review shop drawings, samples, certifications and other submittals of the Contractor only for general conformance to the design concept of the Project and for general compliance with the construction Contract documents. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

18. Prepare incidental Change Orders for the **Owner's** approval. Incidental in this reference would require no additional design or construction management. (Change Orders involving additional design and construction management services shall be considered Additional Services and subject to Section 2.02 of this Agreement).

19. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with **Owner**, FAA, and Contractor, conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of **Owner**, the FAA, the **Engineer** considers the Work substantially complete; **Engineer** shall then deliver a certificate of substantial completion to **Owner** and Contractor.

20. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that **Engineer** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, **Engineer** shall also provide a notice in the form attached hereto as Exhibit C (the "Notice of Acceptability of Work") that the Work is acceptable to the best of the **Engineer's** knowledge, information, and belief and based on the extent of the services provided by **Engineer** under this Agreement.

Phase VI - Project Closeout Phase Services:

1. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds product, certificates, certificates of inspection, tests, and approvals, shop drawings, samples, and other data required by the construction Contract documents and the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.
- c. The **Engineer** in the construction Contract documents shall require the Contractor to prepare as constructed record documents in accordance with FAA requirements which shall show any changes that were made in the plans and specifications during construction. A copy of the as-constructed plans shall be furnished to the **Engineer**. Final payment to Contractor will be made contingent on receipt of the as-constructed plans.
- d. **Engineer** shall transmit all of the Contractor's completion documents to **Owner**.

2. The Airport Layout Plan (ALP) shall be updated to show the completed construction. A major update of the ALP beyond showing completed construction is beyond the scope of Construction Phase Services.

3. Upon completion of construction, the **Engineer** shall prepare a “Final Project Report” in accordance with appropriate ADO Notices in affect at the time of the project. The **Engineer** shall furnish the **Owner** with two (2) hard copy sets of record drawings, specifications, shop drawings, submittals and Operation and Maintenance Manuals based on information furnished to the **Engineer** by the Contractor. The **Engineer** shall furnish one (1) copy of the Final Project Report to the Owner and the FAA in printed and PDF format.

The construction specifications shall require the Contractor to perform all tests of materials and construction layout surveys and to submit a set of marked up as-constructed plans. The Contractor will be responsible for retaining the services of a certified materials testing firm to perform quality control and acceptance testing in accordance with FAA requirements. The **Engineer** will utilize the above Contractor-furnished layout and testing data to prepare the Final Project Report.

Copies of documents that may be relied upon by **Owner** are limited to the printed copies (also known as hard copies) that are signed or sealed by **Engineer**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **Engineer** to **Owner** are only for convenience of **Owner**. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. **Engineer** shall not be responsible to maintain documents stored in electronic media format after acceptance by **Owner**.

When transferring documents in electronic media format, **Engineer** makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by **Engineer** at the beginning of this Project.

4. *Limitation of Responsibilities.* **Engineer** shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. **Engineer** shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the construction Contract documents.