

Real People. Real Solutions.

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Phone: (720) 793-3717 Bolton-Menk.com

February 28, 2025

Carl Young Huerfano County Administrator 401 Main Street, Suite 302 Walsenburg, CO 81089

RE: Proposal for Professional Airport Development Services: Comprehensive Market Study, Lease Rate Analysis and Development Assistance Options

Dear Mr. Young,

Bolton & Menk, Inc., is pleased to present this proposal for professional Strategic Airport Development Services for the creation of a Comprehensive Market Study, Lease Rate Analysis and Development Assistance Options for Spanish Peaks Airfield. This proposal will define our scope of work and provide you with an estimate of the cost of these services.

#### **Project Information:**

Spanish Peaks Airfield, a public-use airport owned and operated by Huerfano County, Colorado, is seeking professional consulting services to aid in completing a Comprehensive Market Study, Lease Rate Analysis as well as Development Assistance Options. Bolton & Menk will provide professional services related to these activities as described herein.

- 1. <u>A comprehensive Market Study and Lease Rate Analysis</u> will allow the County staff to understand market trends and rates for hangars and enable them to make revenue decisions based on the following items.
  - A. Knowledge of the market rate for airport owned hangars and individually owned hangars will allow the airport **to make lease rates fair and market based**, increasing airport and county revenue.
  - B. Having market rates for ground leases will allow the county to develop strategies for the development of both corporate and private hangars and determine if the county should seek funding to construct a county-owned hangar.
  - C. Knowledge of the fuel flowage market rate will allow the airport to set the fuel flowage rate with a goal of increasing revenue to the airport and county.
  - D. Aid in business development near the airport as businesses look for aviation assets to assist in their business growth.

- 2. <u>Development Assistance Options</u> will allow County staff to choose the level of service to be provided by Bolton & Menk helping with development and construction at Spanish Peaks Airfield. Development Assistance Options will allow the County staff to make a decision based on the following items:
  - A. Providing multiple options will allow County leadership to choose what is most effective for the County and ensure the development of hangars is completed.
  - B. These options can be tailored to fit the County's objectives and ability to complete the construction of new hangars at Spanish Peaks Airfield.
  - C. By working with the County Staff and determining their requirements, Bolton & Menk can do as much or as little management and oversight as the County is comfortable with.
  - D. Having multiple options will ensure the best chance for the airport to get hangars developed in a timely manner which will increase recurring, long-term revenue for the airport.

#### Objectives

- 1. Bolton & Menk will conduct a Market Study and Lease Rate Analysis. This will consist of researching comparable airport lease rates in the local and state markets, complete a comprehensive lease rate analysis of current rates at Spanish Peaks Airfield, and provide recommendations for ground lease, hangar lease, and fuel flowage rates to increase airport revenue and position the airport to be able to entice future hangar development in both the Corporate and General Aviation hangar markets.
- 2. Bolton & Menk will also provide several options to assist the County with the development of Hangars at Spanish Peaks Airfield. These options will range from providing developer contacts and assisting the County in creating a project scope to a full service option where Bolton & Menk will make introductions, negotiate leases and provide project oversight through the design phase.

## Scope of Services:

1. A comprehensive Market Study and Lease Rate Analysis

Review of the existing lease documents and rates and recommend new lease rates
Bolton & Menk will review, assess, and evaluate the existing ground lease rates and hangar rates to
ensure they are current, viable, and in the range of current market rates in the area. Bolton & Menk will
then recommend ground and hangar lease rates and annual increase percentages for all lease types.
Bolton & Menk will also provide a recommended lease template for use with future leases.

#### Meetings:

The following meetings will be held as indicated below:

- One virtual meeting will be held with the County Administrator to go over current leases to understand the airport vision regarding leases.
- One in person meeting will be held with County staff to go over the initial findings of the market study and lease review.
- Upon the request of County staff, Bolton & Menk will attend a Board of County Commissioners meeting in person to discuss the final lease rates and recommended lease template.

#### 2. Development Assistance Options

Bolton & Menk will provide several development assistance recommendations and options to assist in hangar development at Spanish Peaks Airfield

**Option 1. INTRODUCTION TO DEVELOPERS AND PROJECT SCOPE**. Bolton & Menk will introduce Huerfano County to several established Hangar Developers and will create a hangar development scope based on Market demands for hangars at Spanish Peaks. The County will use this scope to request proposals from developers and will manage and complete the overall development. NO ADDITIONAL MEETINGS

**Option 2.** <u>LEASE NEGOTIATIONS.</u> Bolton & Menk will provide a Lease Template ensuring a fair market-based lease rate that includes annual lease escalators and will conduct thorough and complete lease negotiations with interested Hangar Developers.

## Meetings:

The following meetings will be held as indicated below:

- One virtual meeting with County Administrator to discuss lease terms, options and recommendations
- Up to three virtual meetings with the County Administrator and County Staff for lease negotiations updates
- One in person meeting on airport property with developer and up to 4 virtual meetings to complete lease negotiations

Option 3. OVERSIGHT OF PROJECT DEVELPMENT. Utilizing the signed lease with the developer, Bolton & Menk will assist the County understanding proposed Infrastructure needs including utilities, air-side access and land side parking and ensuring the developer completes appropriate Geotechnical investigations and Topographic and Boundary Surveys. Bolton & Menk will also review developers site design for conformance with the Airport Layout Plan (ALP) and FAA regulations and review FAA part 7460-1 completed by developer prior to developer submittal to the FAA. Note, Option 3 does not include Construction Oversight. This can be added as an additional service.

#### Meetings:

The following meetings will be held as indicated below:

- One in person meeting with the County Administrator to discuss development process and oversight items and infrastructure needs.
- One in person meeting with Developer on airport property to discuss infrastructure, process and expectations and timeline.
- Up to 6 virtual meetings to coordinate overall development
- One Virtual meeting with FAA Staff on Project

Option 4. FULL SERVICE: Includes all services in Options 1, 2, and 3.

# **Assumptions:**

Signature

Huerfano County will provide Bolton & Menk with the following.

- 1. A copy of any existing leases, including private hangars, public hangars, and any other lease agreements for review of information.
- 2. A copy of any Airport Maintenance agreements for review.
- 3. Any requested documents not listed above that are pertinent to developing lease rates or templates.

Fees:		
1. Comprehensive Market Study and Lease Rate Analysis	\$13,000.00 (Lump Sum)	
2 Development Assistant Options Option 1 Introduction to Developers and Project Scope Option 2 Lease Negotiations Option 3 Oversight of Project Development Option 4 Full Service	\$4,500.00 \$9,000.00 \$24,500.00 \$38,000.00	(Lump Sum) (Lump Sum) (Lump Sum) (Lump Sum)
Bolton & Menk, Inc. puts a high priority on ensuring that our company's clients' needs. Please review this document, the fee schedule and the a Contact me at (720) 793-3717 or <a href="mailto:Paul.Anslow@bolton-menk.com">Paul.Anslow@bolton-menk.com</a> if you this proposal acceptable, please email me a signed and dated copy of the	ttached terms a have any questi	nd conditions.
Sincerely, BOLTON & MENK, INC.		
Paul Anslow Aviation Business Development Director		
cc: Ron Roetzel, P.E., Aviation Group Manager		
********************	******	******
I hereby accept the terms defined in this proposal letter and on the atta Task 1 $\underline{\hspace{1cm}}$	ched pages.	
Task 2: (Select all that apply) Option 1 Option 2 Option 3 Option 4		

Date

# 2025 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing	
Senior Project Manager	\$165-264	
Project Manager	\$136-236	
Senior Project Engineer	\$146-263	
Project Engineer	\$139-201	
Design Engineer	\$115-171	
Graduate Engineer	\$116-156	
Architect	\$150-270	
Senior Planner	\$145-213	
Planner	\$117-146	
Senior Landscape Architect	\$152-199	
Landscape Architect	\$142-161	
Landscape Designer	\$85-134	
Licensed Project Surveyor	\$171-189	
Graduate Surveyor	\$116-191	
Survey Technician	\$85-189	
Senior Technician	\$125-206	
Technician	\$72-176	
Specialist*	\$90-226	
Practice Expert**	\$173-363	
Senior Principal	\$209-320	
Principal	\$162-286	
Administrative/Corporate Specialists	\$66-176	
GPS/Robotic Survey Equipment	NO CHARGE	
CAD/Computer Usage	NO CHARGE	
Routine Office Supplies	NO CHARGE	
Routine Photo Copying/Reproduction	NO CHARGE	
Field Supplies/Survey Stakes & Equipment	NO CHARGE	
Mileage	NO CHARGE	

<sup>&</sup>lt;sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

<sup>\*</sup>Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

<sup>\*\*</sup>Highly specialized and industry expertise unique to the market or area of discipline.

#### **Terms and Conditions**

Bolton & Menk (BMI) shall perform the services outlined in this agreement for the stated fee arrangement.

Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and prior to release of deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice. To pay be credit card, please contact us for project number and/or invoice number and enter into our credit card link at: https://www.e-billexpress.com/ebpp/BoltonMenk/

<u>Late Payments</u>: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

<u>Information from Client</u>: Except as otherwise noted, Client agrees to provide BMI with all site information necessary to complete its services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided on the project.

<u>Ownership of Documents</u>: All documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents may not be reused by the Client for any other project or use by others without the written consent of BMI.

<u>Standard of Care</u>: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI** makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.

<u>Project Approvals</u>: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

<u>Certifications</u>: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time. Such certifications are not intended and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot ascertain.

<u>Waiver</u>: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$15,000 or the total compensation paid to BMI, whichever is less. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

<u>LIEN RIGHTS - CO</u>: Pursuant to the representations by the Client in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the Client. To the extent permitted by Colorado Law for the improvements to be made to the project property, Client and PROPERTY OWNER are advised that BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the Client.

<u>Termination of Services</u>: This agreement may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

<u>Dispute Resolution</u>: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.