



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Approval of Consulting Agreement – Harriet Alexander Field – Installation of New Weather Reporting Equipment (AWOS)

BACKGROUND

The City of Salida, in conjunction with Chaffee County, must continue to ensure that the operations at the Salida Airport (Harriet Alexander Field) are safe and in compliance with federal and state guidelines with best engineering practices. This includes providing pilots and airport users with current weather reporting software and hardware. The AWOS equipment has been procured through an FAA grant and is ready for installation, and the attached contract would provide for management and design of the construction process. Dibble Engineering would provide the services, in addition to other on-call engineering services that they provide under a separate contract.

FISCAL NOTE

Total cost of the contract is \$33,972; the City of Salida is responsible for half of the costs of said contract, or \$16,986. This amount can be accommodated in the Airport's budgeted allotment for 2022.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the contract with Dibble Engineering for the Installation of New Weather Reporting Equipment at Harriet Alexander Field as recommended by the Airport Advisory Board.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.

**AIRPORT ENGINEERING DESIGN
AND
CONSTRUCTION MANAGEMENT
CONSULTING SERVICES AGREEMENT**

**Harriet Alexander Field – Salida Airport Contract
Installation of New Weather Reporting Equipment (AWOS)
Project**

This Agreement, entered into as of this _____ day of _____, 2022, by and between:

CITY OF SALIDA and CHAFFEE COUNTY

hereinafter also referred to as the
Sponsor

Harriet Alexander Field - Salida Airport

P.O. Box 699
104 Crestone Ave.
Salida, CO 81201

hereinafter also referred to
as the **Sponsor**

AND:

DIBBLE ENGINEERING

2696 South Colorado Blvd., Suite 330
Denver, CO 80222

hereinafter also referred to
as the **Consultant**

For the purpose of the Sponsor to retain the Consultant to provide professional airport consulting services for the development of the Harriet Alexander Field - Salida Airport, including, but not necessarily limited to: engineering/design services for the above-referenced project, including development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required; bid phase services, including coordination and attending pre-bid meetings and bid opening meetings, responding to contractor questions, issuing addenda to contract documents, and providing bid analysis and tabulations; and construction phase services including on-site construction inspection/observation, construction contract administration, contractor document responses, and project close-out activities, including final construction reports and Record Drawings.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Engagement of the Consultant.** In consideration of the mutual promises contained in this Agreement and in the *Airport Engineering Design and Construction Management Consulting Services Agreement* dated August 14, 2019 (Master Agreement), the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the City of Salida and Chaffee County, in accordance with all the terms and conditions contained in this Agreement and the Master Agreement.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: *AWOS Installation Project, Engineering Scope and Fee Proposal* attached hereto. The Consultant is authorized to utilize the services of independent contractors, subconsultants, and subcontractors, when such services are warranted and agreed upon by the Sponsor.

- (a) The Consultant shall render services as the Sponsor's professional airport Consultant, giving consultation and advice as needed. The Consultant shall provide project-related general project administration including but not necessarily limited to: Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and State of Colorado ("State") and regional review as required;
- (b) Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration (FAA), Colorado Department of Transportation (CDOT) – Aeronautics Division, airport users, city, county, and other interested parties;
- (c) Review, and revise as necessary, the airport drawings which provide the basis for the project design;
- (d) Prepare preliminary Plans and Specifications and cost estimates for the design and construction;
- (e) Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor for projects that may be funded by the Sponsor, FAA, and/or CDOT Aeronautics;
- (f) Prepare an Engineer's Design Report, including estimates of final quantities and opinion of probable construction costs. The draft report will be submitted with the preliminary Plans and Specifications, and the final report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and or CDOT Aeronautics;
- (g) Prepare or assist in the preparation of an application for federal funds and a property map;
- (h) Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;
- (i) Provide complete sets of approved Plan and Specifications and other contract documents for the bidding of the project;
- (j) Arrange for and conduct a pre-bid conference and job showing;
- (k) Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;
- (l) Provide Field engineering services.

1.3 **Responsibility of the Consultant.** Consultant shall faithfully perform the work in accordance with the standards of professional care, skill, training, diligence and judgment provided by highly competent contract professionals performing services of a similar nature to those described in this Agreement. Consultant shall further be responsible for the timely completion, and acknowledges that a failure to comply with the Project Documents may result in Sponsor's decision to withhold payment or to terminate this Agreement. Consultant shall be responsible for the technical accuracy of its services, data and documents resulting therefrom and Sponsor shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in Sponsor-furnished information that is not verifiable through outside sources.

Consultant shall secure at Consultant's own expense all necessary certificates, licenses and permits required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation.

Federal Compliance: Consultant represents and covenants to Sponsor that all services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subconsultants/Subcontractors.** At the time subconsultant/subcontractor services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subconsultant firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant/subcontractor. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the subconsultant/subcontractor.

1.6 **Time of Performance.** The services of the Consultant shall be available from the date of Notice to Proceed for design to the completion of Construction Phase services, as noted in **Exhibit A**.

1.7 **Independent Contractor.** Consultant is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Agreement. Consultant shall not have authority to bind the Sponsor in any contract or agreement. Consultant will not participate in any retirement, bonus, welfare or benefit plans of the Sponsor. Consultant acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Sponsor, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida. Consultant shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Consultant, or some other entity that is not a party to this Agreement.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The Consultant shall adhere to the hourly rate fee schedules attached as **Exhibit A** to this Agreement; however, Consultant may request reasonable annual adjustment of billing rates described in **Exhibit A** subject to Consultant providing Sponsor sixty (60) days' notice in writing of fee revisions and negotiation with an agreement by the Sponsor.

- (a) Compensation for services authorized by the Sponsor pursuant to this Agreement shall be based on the hours and rates contained the proposal provided in **Exhibit A**, after FAA has provided concurrence. Hourly rates are based on the established Master Contract billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if

requested. All eligible expenses will be outlined and generally approved by the Sponsor in writing beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under a Federal grant, the expenses will comply with the Federal travel policy rates.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that the Consultant has performed the services and is entitled to the amount requisitioned under the terms of this Agreement, and after the FAA Grant for design and construction of this AWOS Installation Project has been received and accepted by the Sponsor.

- (a) For services, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that Consultant has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.

2.3 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports which indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State and/or Federal project grant application requirements.

2.4 **Billing Address.** All billings will be sent to the attention of:

Chaffee County Administrator
PO Box 699
Salida, CO 81201.

2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices within thirty (30) days after the FAA Grant for design and construction of this AWOS Installation Project has been received and accepted by the County. At no time will payment of requisitions exceed thirty (30) days from the date of Sponsor's receipt of the invoice without notification to the Consultant, however, for services eligible for Federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to Federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if Sponsor feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

Further, Consultant acknowledges that the fees under this Agreement are funded partially or entirely by a grant. Sponsor reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any fees due under this Agreement if the Sponsor determines that the grant funds are no longer available to the Sponsor, for whatever reason.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. Consultant acknowledges that any work it performs beyond that specifically authorized by Sponsor is performed at Consultant's risk and without authorization under this Agreement. Sponsor shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, at its sole discretion, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with the percent of completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill Consultant's obligations under this Agreement, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise. If Sponsor terminates this Agreement because Consultant has breached this Agreement, Consultant may be required to refund Sponsor the compensation paid pursuant to this Agreement for work (or projects) found to be insufficient or incomplete. A breach of this Agreement shall include the failure by the Consultant to perform the work within the applicable time frames set forth in the respective project scope of work. In addition, Sponsor shall have all rights and remedies available at law or equity.

ARTICLE 5 - ASSURANCES

5.1 **Compliance with Laws.** By signing and accepting this Agreement, Consultant and any and all subconsultants acknowledge and confirm that they are familiar with all applicable federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction in connection with the project under this Agreement. No pleas or claims of misunderstanding or ignorance by Consultant or subconsultants shall in any way serve to modify the provisions of this Agreement. Consultant and subconsultants shall at all times observe and comply with all applicable federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the work or construction in connection with the project under this Agreement.

5.2 **Affirmative Action.** The Consultant has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity."

The Consultant shall, in all hiring or employment made possible by or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in the receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

The Consultant agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, State and federal laws respecting discrimination and unfair employment practices.

5.3 **Solicitations for Subconsultants.** In all solicitations by the Consultant for work to be performed under a subcontract, each potential subconsultant shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relative to non-discrimination on the grounds of race, color, or national origin. Subconsultants used in AIP related projects are required to follow the bid solicitation requirements.

5.4 **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it, the FAA, or CDOT may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Consultant under this Agreement until the Consultant complies and/or
- (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

5.5 **Information and Reports.** The Consultant shall provide information and reports as required by the AIP project, regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, FAA, or CDOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, FAA, or CDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Incorporation of Provisions.** The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract as the Sponsor, the FAA, or CDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.7 **Breach of Contract Terms.** Any violation or breach of the terms of this Agreement on the part of the Consultant or subconsultants may result in the suspension or termination of this Agreement or such other action which may be necessary to enforce the rights of the parties of this Agreement.

5.8 **Suspension and Debarment.** The Consultant confirms by acceptance of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. The Consultant further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to confirm this statement, it shall attach an explanation to this solicitation/proposal.

5.9 **Inspection of Records.** The Consultant shall maintain an acceptable cost accounting system. The Sponsor, FAA and CDOT shall have access to any books, documents, paper, and records of the Consultant which are directly pertinent to this Agreement and any other specific contract related thereto for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for five (5) years after the Sponsor makes final payment and all other pending matters are closed.

5.10 **Ownership of Documents and Other Data.** In accordance with FAA guidelines, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this Agreement are to be and remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. To the extent allowed by law, the Sponsor agrees to hold harmless and release the Consultant from any liability arising out of, or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by others.

5.11 **Disadvantaged Business Enterprise (DBE) Assurances.** The Consultant agrees to ensure that DBEs have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with any Federal funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

5.12 **Lobbying and Influencing Federal Employees.** No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

ARTICLE SIX - SUSPENSION OF WORK

The Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and this Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance

would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

ARTICLE SEVEN - INSURANCE

The Consultant and any subconsultants shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance from a company authorized to do business in Colorado, which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,195,000.00 per occurrence and \$424,000.00 per person. This coverage should be provided on an ISO 1998 Form or the most current form. Coverage to include:
 - 1. Premises
 - 2. Products/Completed Operations if the work performed under this Agreement includes a manufacturing operation.
 - 3. Broad Form Comprehensive, General Liability
- (b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 and include medical payments.
- (c) Statutory workers' compensation, employer's liability, and unemployment insurance for the State. Contractor shall secure and maintain employer's liability, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law.
- (d) Employee Fidelity Bonding. In the event the Consultant hires employees to perform the services provided for hereunder, the Consultant shall secure and maintain a fidelity bond which protects Sponsor against loss arising from a fraudulent or dishonest act of the Consultant's employees.

The Consultant shall submit to the Sponsor certificates of insurance with a valid provision or endorsement that the Sponsor will be notified in writing at least thirty (30 days) prior to cancellation, termination, or any policy changes. The certificate(s) of insurance shall name the Sponsor as additionally insured as follows: County of Chaffee, State of Colorado, a body corporate and politic, and City of Salida, _____ are named as Additional Insureds.

Certificates shall be forwarded to:
Dan Short, Finance Department
Chaffee County
P.O. Box 699
Salida, CO 81201

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under the same conditions by design professional practicing in the same field at the same time in the same or similar locality.

Consultant shall be liable and responsible for damages to persons or property caused by or arising out of the negligent actions, obligations, or omissions of the Consultant, its employees, agents, representatives or other persons acting under Consultant's direction or control in performing or failing to perform the work under this Agreement. Consultant will defend, indemnify and hold harmless Sponsor, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Consultant, its employees, agents or representatives, or other persons acting under Consultant's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during performance of this Agreement. Nothing in this indemnification agreement shall be construed in any way to be a waiver of Sponsors' immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time.

ARTICLE NINE - INTERESTS AND BENEFITS

9.1 **Interest of Consultant.** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

9.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his/her/their personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN - MISCELLANEOUS

11.1 **Consultant Cooperation.** Consultant shall cooperate and provide Sponsor all information requested by Sponsor for the purpose of submitting legally-required reports or forms to State or Federal agencies including, without limitation, the Internal Revenue Service and the Colorado Department of Revenue.

11.2 **Personal Identifiable Information.** If Consultant or any of its subconsultants or subcontractors will or may receive Personal Identifiable Information (“PII”) as defined in CRS § 24-73-101, *et seq.* and as may be amended from time to time, under this Agreement, Consultant shall provide for the security of such PII, in a manner and form acceptable to the Sponsor, including without limitation, all legal requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Consultant shall be a “Third-Party Service Provider” as defined in CRS § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS § 24-73-101.

11.3 **Controlling Law and Jurisdiction.** The interpretation and performance of this Agreement shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Chaffee County District Court.

11.4 **Amendment.** This Agreement shall not be amended, except by subsequent written Agreement of the parties.

11.5 **Work By Worker Without Authorization Prohibited.**

- a. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement; or enter into a contract with a subcontractor who fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Colorado Department of Labor and Employment (“Department”) Program.
- c. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
- d. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement, which is a public contract for services, knowingly employs or contracts with a worker without authorization, the Consultant shall be required to:
 - i. notify the subcontractor and Sponsor within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with a worker without authorization (“Notice”); and
 - ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
- e. Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection C.R.S. § 8-17.5-102(5).

- f. If Consultant violates this paragraph, Sponsor may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Sponsor arising out of said violation.
- 11.6 **Certification Regarding Employing or Contracting with a Worker Without Authorization.** If Consultant has any employees or subcontractors, Consultant shall comply with C.R.S. §8-17.5-101, *et seq.*, regarding Worker Without Authorization - Public Contracts for Services, and this Agreement. By execution of this Agreement, Consultant certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- 11.7 **Notices.** All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- 11.8 **Prohibition on Acceptance of Gifts.** Pursuant to Section 3 of Art. XXIX of the Constitution of the State, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
- a. the aggregate value of things received from a single source does not exceed \$65/calendar year; or
 - b. the County employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
- 11.9 **Statutory and Regulatory Requirements.** This Agreement is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State generally. Without limiting the scope of this provision, this Agreement is specifically subject to the following:
- a. Payments under this Agreement may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Consultant has not paid amounts due to any person who has supplied labor or materials for the work to be performed under this Agreement.
 - b. Consultant shall comply with all requirement of 23 CFR Part 172 and 23 CFR 172.5 and with any procedures implementing those requirements as provided by the State.
 - c. Consultant shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
 - d. Constitutional Requirements - Fund Availability (Section 20(4)(b) of Art. X of the Constitution of the State of Colorado). The other provisions of this Agreement notwithstanding, financial obligations of Sponsor payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made

available. Sponsor is prohibited by law from making financial commitments beyond the term of its current fiscal year. Sponsor has contracted for goods and/or services under this Agreement and has reason to believe that sufficient funds will be available for the full term of this Agreement. Where, however, for reasons beyond the control of Sponsor as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Agreement is entered into, Sponsor shall have the right to terminate this Agreement by providing seven (7) days written notice to the Consultant, and will be released from any and all obligations hereunder. If Sponsor terminates this Agreement for this reason, Sponsor and Consultant shall be released from all obligations to perform the work under this Agreement and make payments hereunder, except that Sponsor shall be required to make payment for work under this Agreement which has been performed by Consultant prior to the effective date of termination under this provision; and, conversely, Consultant shall be required to complete any work under this Agreement for which Sponsor has made payment prior to providing written notice to Consultant of the termination.

- 11.10 **Entire Agreement.** All exhibits to this Contract and provisions set forth in County's Request for Proposal and Contractor's responses to County's Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represent the entire agreement between County and Contractor with respect to the transactions contemplated by this Contract and supersede all previous negotiations, commitments, letters of intent and other writings.
- 11.11 **Priority of Provisions.** In the event that any terms of this Agreement and/or any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
- 1st: This Agreement unless otherwise provided for in a subsequent agreement
 - 2nd: Request for Proposal (if applicable)
 - 3rd: Insurance Requirements
 - 4th: Exhibit A - Scope of Services and details of Consultant's Fees
 - 5th: Response to Request for Proposal
- 11.12 **Colorado Open Records Act.** All information provided under this Agreement is subject to public disclosure under the Colorado Open Records Act ("CORA") or the Colorado Criminal Justice Act ("CCJRA") unless clearly identified and marked as confidential and qualifies as confidential under CORA or CCJRA.
- 11.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 11.14 **Survival.** All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 11.15 **Waiver.** Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 11.16 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of

action whatsoever by any other or third person, except the State, the FAA and any other applicable State or federal regulatory agency. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

11.17 **Authority.** Each person signing this Agreement represents and warrants that s/he/they is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the its terms and conditions.

11.18 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this Agreement as of the date first written.

FOR THE Consultant

Dibble Engineering

By: _____
Jared Bass, PE
Vice President

Date: _____

FOR THE Sponsor

City of Salida

By: _____
Name

Title

Date: _____

Notice Address:

CHAFFEE COUNTY

Board of Commissioners of Chaffee County

By: _____
_____, [Acting] Chairman

Date: _____

Notice Address:

Attention: County Attorney

P.O. Box 699

Salida, Colorado 81201

Fax: 719.539.7442

EXHIBIT A

AWOS Installation Project Engineering Services Proposal **ATTACHED**

P 303.872.5726

2696 S Colo Blvd, Suite 330
Denver, CO 80222

dibblecorp.com

May 3, 2022

Harriet Alexander Field – Salida Airport
9255 County Rd. 140
Salida, CO 81201

Attention: Mr. Zechariah Papp
Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
AIG Project Number: 3-08-0049-022-2022
City Project Number: TBD
Install New Weather Reporting Equipment (AWOS)

We appreciate the opportunity to provide Engineering Design Phase and Project Management Services to the City of Salida and Chafee County for the Install New Weather Reporting Equipment (AWOS) Project at the Harriet Alexander Field – Salida Airport as depicted on **Figure 1** (attached). This proposal has been prepared in accordance with our understanding of the proposed project based on conversations with the Airport and County, the FAA, and a site visit.

We have prepared a scope of work describing our proposed services along with a fee proposal for your review and approval. Dibble's total lump sum fee per the attached scope of work is:

Engineering Design Phase Services:

- | | |
|--|----------|
| 1. Dibble (Design and Overall Project Management)..... | \$25,639 |
| 2. CR Engineering (Electrical)..... | \$8,333 |

Total Lump Sum Fee = \$33,972

Transmitted herewith is our proposed Scope of Work, Fee Summaries, Derivation of Fee Proposals, Estimated Manhours matrices, Estimated Allowance for Direct Costs (expenses), and Estimated Construction Cost.

We are very grateful for the opportunity to work with ANK on this important project. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,
Dibble Engineering



Rick Zabel P.E.
Sr Project Manager
Airport Development



Jared Bass, P.E.
Vice President
Airport Development

DIBBLE

**Harriet Alexander Field (Salida Airport)
Install New Weather Reporting Equipment (AWOS)
AIG Project No. 3-08-0049-022-2022
City Project No. TBD**

Introduction

Dibble has been requested by the City of Salida and Chaffee County (Sponsor) to provide design phase services for the Install New Weather Reporting Equipment (AWOS) project at the Harriet Alexander Field Airport (ANK or Airport).

The Dibble team has performed a site visit on March 18, 2022 to observe the existing conditions and proposed site location of the new ANK AWOS system. The existing AWOS equipment is outdated and in need of upgrades to modern technical standards. This proposal includes design for the new AWOS equipment installation, permitting, and bidding assistance. ANK will be responsible for providing electrical power to the site from the existing electrical panel near the terminal. ANK will also provide construction administration for the equipment installation.

This scope will provide a bid set of documents that meets the FAA AIP requirements and standards. All site work for the installation of equipment will conform to the AWOS Site Preparation Manual per manufacturer's recommendation. No structural engineering design will be provided for equipment foundations however, a prior ANK geotechnical investigation report will be furnished to the contractor.

It is anticipated that this project will be funded by an FAA AIG grant in Fiscal Year 2022 and local Chaffee County funding. The County funding shall include Design and Bid Phase Services and the AIG grant will include Construction Phase Services.

This proposal is based on the following: under contract with the Town of Salida by May 2022, receiving a FAA AIG grant by Sept 2022, an estimated 2-month design phase (May-July 2022); 1-month bid phase (Aug/Sep 2022); and construction occurring around Oct 2022. The construction timeframe may vary depending on grant issuance.

Design Phase Services (Lump Sum)

1) General Project Management and Pre-Design Tasks:

- a) Project Management and Administration: Dibble will provide and direct all project management and coordination of the design team and will provide coordination between design team members, the Sponsor, and other interested stakeholders as necessary. Administration tasks such as file coordination and miscellaneous project communications throughout the course of the design phase, and project printing and packaging at each submittal level will also be included under this task.

Monthly invoicing shall be submitted to the Sponsor in a format acceptable to the Sponsor.

- b) FAA AIG Grant Application Coordination: Dibble will assist the Sponsor with receiving, processing, and closure of the FAA Grant. Dibble will also assist with the preparation and submittal of payment requests and drawdowns on the grant.

2) Design Start-Up and Data Collection:

- a) Existing Document Research and Coordination: Dibble will gather and review all available as-builts or record drawings, utility maps, surveys, design plans, studies, reports and miscellaneous projects at the

airport, relevant to this project. This item shall also consist of reviewing the existing data available for the current AWOS and subsoil conditions. All of this information will be coordinated with the design team so that any specific data important to the design of this project can be identified and obtained during the field activities.

- b) Project Kick-Off Meeting: Dibble will hold a Project Kick-Off meeting with the Sponsor and any airport stakeholder as determined by the Sponsor, and the key team members at the very beginning of the project. Discussion items may include: design team, control of correspondence, design standards, design schedule, project submittals/deliverables, and coordination of anticipated impacts to airport operations and/or tenants during design (i.e. additional data, information, etc.). Meeting is anticipated to be virtual.

3) 100% Project Development:

- a) 100% Design Plans: Dibble will develop 100% plans that provides the Sponsor with the full layout of the project for review and approval before providing full design for the budgeted amount.

100% plans shall include the following, (please note that additional sheets may be provided at later submittals):

- Cover Sheet
- Design Legend, Abbreviations and Sheet Index
- General Construction Notes and Quantities
- Project Site Plan, Contractor Staging and Storage Area and Contractor's haul route
- Construction Phasing and Barricade Plan
- Electrical sheets from CR Engineers (5 sheets). See CR's scope attached

Estimated Total Sheet Count = 10 Total sheets

- b) Draft and Final CSPP: Dibble will develop a Draft and Final CSPP and submit to the FAA's OE/AAA website.
- c) Draft Engineer's Design Memo: Dibble will prepare a draft engineer's memo similar to the latest FAA – Northwest Mountain Region suggested outline. The draft memo shall provide design criteria and standards anticipated to be used in developing the construction documents (i.e. plans and technical specifications). The draft memo shall document the upfront investigative results such as AWOS site location and power supply tap. The report shall cover the following (at a minimum):
- Project Scope of Work
 - Photographs of the Project Site
 - List of anticipated and applicable Design Standards (FAA AC 150/5300-13)
 - Engineer's Opinion of Probable Construction Cost (i.e. Total Project and Construction Cost)
 - Construction Safety and Phasing
 - Miscellaneous Work Items
 - Pre-Design Meeting Minutes
- d) 100% Quantities and Engineer's Opinion of Probable Construction Cost (OPCC): Dibble will prepare a 100% OPCC based on the preliminary construction plans on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- e) 100% Review Meeting: Dibble will hold a meeting shortly after the 100% Submittal with the Sponsor to discuss the preliminary submittal. We will discuss the plans, engineer's memo, anticipated funding, and the remaining steps to finalize the project based on the approved scope of work and anticipated budget. It is anticipated that this meeting will be held virtually.

Design elements will be reviewed and/or confirmed such project limits, drainage conditions, etc. Inconsistencies found during the field investigations (if any) will be corrected on the construction documents.

- f) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble will also perform additional Quality Control (QC) reviews prior to each submittal utilizing standardized checking processes by a Senior QC Manager.
- g) Draft Contract Documents and Technical Specification: Dibble will prepare the draft contract documents and technical specifications.

4) Final (Bid) Documents:

- a) Final Plans: Dibble will prepare final, sealed, final plans that will address all internal and external review comments by the Sponsor. The plans will be prepared for the bidding phase.
- b) Final Contract Documents and Technical Specification: Dibble will prepare the final bid contract documents and technical specifications including all internal and external review comments by the Sponsor.
- c) Final Quantities and Engineer's OPCC: Based on the final construction plans and technical specifications, Dibble shall provide a final bidding schedule in the contract documents and an OPCC based on a unit price basis, reflecting recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- d) Final Engineer's Design Memo: The final engineer's design memo shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including the Sponsor.
- e) Construction Staging and Storage Area Site Plan Submittal to OE/AAA: Dibble will prepare a final exhibit that illustrates the Contractor's Staging and Storage Area, Haul Route, anticipated construction equipment heights, and location of construction equipment.
- f) Update ALP: Dibble will update the ALP to reflect the new location of the AWOS.

Miscellaneous Scope of Work Items

5) Project Deliverables (electronic submittal only):

- a) 100% Submittal: The 100% Submittal shall include 100% plans, Draft Engineer's Design Memo, Draft Contract Documents and Technical Specification, and 100% quantities and OPCC.
- b) Final (Bid) Submittal: the Final Submittal shall include 100% Final plans, Final Engineer's Design Memo, Final Contract Documents and Technical Specifications, and 100% quantities and OPCC and Final Construction Report & Final Record Drawings.

Each submittal will be posted on the Dibble Webshare database electronically (i.e. PDF documents) for the client's convenience.

At the completion of the project (i.e. after construction), the Sponsor will be given a thumb drive or CD containing all electronic final deliverables including the Record Drawings and Final Construction Report.

6) Miscellaneous and Assumptions:

- a) All plans are to be prepared in AutoCAD Civil 3D 2019.
- b) It is anticipated that this project will be designed with a single Bid Schedule.
- c) The following number of trips are anticipated by the Project Manager for the Design Phase to cover the meetings identified in this scope:

1. Design Phase – 1 Trip:
Site visit for verifying AWOS site location

7) Exclusions To This Scope of Work:

- a) Landscape, Irrigation, and Environmental Design Services.
- b) Bidding services for advertising in local media
- c) Design of power supply from existing power source to within 25 ft of AWOS site
- d) Construction Administration services
- e) Geotechnical Engineering services
- f) Structural Engineering, Mechanical, or Architectural Design Services.
- g) Environmental Evaluation or assessments including a federal CATEX, EIS, and EA.
- h) Topographic surveying

Firm:	Dibble	 	Contract Number: TBD
	On-Call Engineering		Project Number: TBD
Project:	Install New Weather Reporting Equipment (AWOS)		Task Number: 4
	Design Only Services		Amendment Number: NA
	Harriet Alexander Field (Salida Airport)		FAA Number: TBD
Date:	5/3/2022		CDOT Number: TBD

Summary	Dibble	Subs
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A. Design Phase Services

	Fee	Type		
1 Dibble.....	\$25,639	Lump Sum	\$25,639	
2 CR Engrs.....	\$8,333	Lump Sum		\$8,333.19
Design Phase Subtotal.....	\$33,972		\$25,639	\$8,333.19

	TOTAL	Dibble	Subconsultants
Total.....	\$33,972	\$25,639	\$8,333

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Install New Weather Reporting Equipment (AWOS)	Task Number:	4
	Design Only Services	Amendment Number:	NA
	Harriet Alexander Field (Salida Airport)	FAA Number:	TBD
Date:	5/3/2022	CDOT Number:	TBD

DESIGN PHASE SERVICES SUMMARY			
Classification	Total Hours	Billing Rates	Total Costs
1 Principal	0	\$287.00	\$0.00
2 Senior Project Manager	38	\$226.00	\$8,588.00
3 Project Manager	4	\$193.00	\$772.00
4 Senior Engineer	0	\$184.00	\$0.00
5 QA/QC Manager	12	\$187.00	\$2,244.00
6 Project Engineer	59	\$165.00	\$9,735.00
7 Senior Designer	28	\$139.00	\$3,892.00
8 Admin Assistant	2	\$82.00	\$164.00

Totals:	143		\$25,395.00
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DESIGN PHASE SERVICES DIRECT COSTS

Item	Cost	Type of Compensation
1 Submittal Printing (Dibble).....	\$0.00	Direct Cost
3 Travel (Dibble).....	\$164.72	Direct Cost
4 Meals (Dibble).....	\$79.00	Direct Cost

Sub-Total for Direct Costs..... **\$243.72**

DESIGN PHASE SERVICES SUBCONSULTANTS

	Firm	Cost	Type of Compensation
1	CR Engineers	\$8,333.19	Lump Sum

Sub-Total for Subconsultants: **\$8,333.19**

DESIGN PHASE SERVICES TOTAL FEE

TOTAL FEE (rounded)..... \$33,972.00

Firm:	Dibble On-Call Engineering	Contract Number: TBD Project Number: TBD
Project:	Install New Weather Reporting Equipment (AWOS) Design Only Services	Task Number: 4 Amendment Number: NA
Date:	Harriet Alexander Field (Salida Airport) 5/3/2022	FAA Number: TBD CDOT Number: TBD

DESIGN PHASE SERVICES - ESTIMATED MANHOURS									
TASK	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Project Management and Pre-Design Tasks									
1a Project Management & Administration		5						2	7
1b FAA Grant Application Coordination		2				4			6
2 Design Start-Up and Data Collection									
2a Existing Document Research and Coordination		4				2			6
2b Project Kick-Off Meeting		2				2			4
3 Final Submittal									
3a 100% Design Plans		2			1		12		15
3b Draft and Final CSPP		4			1	16	4		25
3c Draft Engineer's Design Memo		2				8			10
3d 100% Quantities and Engineer's OPCC		1				4			5
3e 100% Review Meeting		2				2			4
3f Internal QA/QC Project Review		2			4				6
3g Draft Documents and Technical Specifications		2			3	8			13
4 100% Final Documents									
4a Final Plans		1				4			5
4b Final Contract Documents and Technical Specifications		3				3			6
4c Final Quantities and Engineer's OPCC		2			2				4
4d Final Engineer's Design Memo		1				2			3
4e Construction Staging and Storage Area Site Plan Submittal to OE/AAA		2				2			4
4f Update ALP		1	4		1	2	12		20
TOTAL HOURS BY CLASSIFICATION	0	38	4	0	12	59	28	2	143

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	TBD
Project:	Install New Weather Reporting Equipment (AWOS)	Task Number:	4
	Design Only Services	Amendment Number:	NA
	Harriet Alexander Field (Salida Airport)	FAA Number:	TBD
Date:	5/3/2022	CDOT Number:	TBD

DESIGN PHASE SERVICES DIRECT COSTS

1. PRINTING (100% (Bid Set) Submittals)

a.	0	Submittals of (2 Copies Full-Size Bond Plans)	16 sheets =	16 Sheets @	\$3.00 /sheet	\$0.00
b.	0	Submittals (4 Copies Scaled 1/2-Size Plans)	16 sheets =	16 Sheets @	\$0.50 /sheet	\$0.00
c.	0	Plotting	16 sheets =	16 Sheets @	\$3.00 /sheet	\$0.00
d.	0	Submittals for Spec Book (2 copies @ 350 pages each)	@	350 Sheets @ (double-sided)	\$0.10 /sheet	\$0.00
e.	0	Submittals for Eng. Report (2 copies @ 150 pages each)	@	150 Sheets @ (single-sided)	\$0.60 /sheet	\$0.00

2. Lodging

a.	0	Day	0 Staff	\$119.00 /Day (2022 Federal Per Diem)	\$0
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3. Travel

a.	1	Trips	284 miles	\$0.580 /mile (2022 Federal Per Diem)	\$165
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4. Meals

a.	1	Days	1 Staff	\$79.00 /Day (2022 Federal Per Diem)	\$79.00
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DESIGN PHASE TOTAL **\$244**



**HARRIET ALEXANDER FIELD (ANK)
INSTALL NEW WEATHER
REPORTING EQUIPMENT (AWOS)**





April 29, 2022

Dibble Engineering
2696 South Colorado Blvd., Suite 330
Denver, Colorado 80222

Attn.: Mr. Rick Zabel, P.E.

Re: Project Name: Harriett Alexander Field – New AWOS III P/T
Proposal for Electrical Design Services
CRE Proposal No. 22010

Dear Mr. Zabel,

We thank you for choosing our firm to work as your engineer for the above project. We are pleased to present our proposal for each project in the listed attachments below.

Scope of Work: See attached Exhibit A.

Fee Proposal: See attached Exhibit B.

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Catherine Alcorn", written over a horizontal line.

Catherine Alcorn, P.E.
President

SCOPE OF WORK

HARRIETT ALEXANDER FIELD NEW AWOS III P/T DESIGN SERVICES

Prepared by CR Engineers, Inc.
MAY 2, 2022

CR Engineers (CRE) shall prepare designs, plans, specifications, quantities, and estimates for the new AWOS III P/T project at Harriett Alexander Field.

The electrical design will include the following components:

- a) Design and specification of a new AWOS III P/T system which will communicate via radio link to the new AWOS Central Data Processor to be located by others. Electrical design plans will include AWOS site grounding and underground conduit layout, and electrical power distribution design for the AWOS equipment.

CRE will perform Quality Assurance/Quality Control reviews prior to each submittal.

CRE will prepare the electrical portion of the Engineer's memo including project scope, design standards used, electrical design and criteria, and estimated costs and quantities.

Specifications

CRE will prepare electrical Technical Specifications based on current FAA Advisory Circular requirements for all work specified.

Submittals:

The 100% design submittal will include design plans, specifications, engineer's report, and cost/quantity estimates.

The final design submittal will include final design plans, specifications, engineer's report, and cost/quantity estimates.

Meetings:

CRE will also attend the following meetings: design kick-off meeting and one review meetings via teleconference.

Exclusions:

The scope of excludes the design of the power source to the proposed AWOS site, including electrical load calculations to the existing electrical utility service and complete single line diagram. Also excluded are bid phase and construction administration services.

Fees

See attached Exhibit B for proposed fee schedule and detailed task descriptions.

CR Engineers, Inc.

1.0 Design Fee Proposal Worksheet

New AWOS III P/T

Date: 04/29/22

CRE Proposal No.: 22010

	Task Description	Quantity	Project Manager /Engineer	Senior Designer	CADD Designer / Manager	Senior Field Inspector	Project Assistant	Total Hours
1.1	Meetings							
1.1.2	Kick Off Meeting	1	1.0					1.0
1.1.3	Review Meetings	1	1.0					1.0
1.2	Contract Documents							
1.2.1	Electrical Drawing(s)	5	2.0	16.0	24.0			42.0
1.2.2	Tech Specifications		1.0	4.0			2.0	7.0
1.2.3	Design Memo		1.0	2.0			1.0	4.0
1.2.4	Cost Estimate / Quantities		1.0			4.0		5.0
1.2.5	100% Submittal		2.0	2.0	2.0			6.0
1.2.6	Final Submittal		1.0		1.0	1.0	1.0	4.0
1.2.7	Client Coordination		1.0		2.0		1.0	4.0
1.0	Totals		11.0	24.0	29.0	5.0	5.0	74.0

Overhead Rate 150 %

Profit Margin 10 %

	Labor Rates Per Hour:		\$66.80	\$41.90	\$33.15	\$41.90	\$23.80	
	Direct Labor:		\$734.80	\$1,005.60	\$961.35	\$209.50	\$119.00	
	Overhead:		\$1,102.20	\$1,508.40	\$1,442.03	\$314.25	\$178.50	
	Overhead + Direct Lab:		\$1,837.00	\$2,514.00	\$2,403.38	\$523.75	\$297.50	
	(OH + Direct) x Profit:		\$183.70	\$251.40	\$240.34	\$52.38	\$29.75	
1.0	Total Fees		\$2,020.70	\$2,765.40	\$2,643.71	\$576.13	\$327.25	\$8,333.19