



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	January 18, 2022

ITEM

Approval of Engineering Agreement – Harriet Alexander Field – Categorical Exclusion

BACKGROUND

The City of Salida, in conjunction with Chaffee County, must continue to ensure that hangar installation at Harriet Alexander Field remain compliant with Federal Aviation Administration (FAA) regulations through the Airport Board. The attached contract would engage the services of Dibble Engineering to complete a Categorical Exclusion (CATEX) to update the Airport Layout Plan and Airport Property Map to incorporate the future construction of three new corporate aircraft hangars, associated pavement, grading and drainage at the Airport.

FISCAL NOTE

Total cost of the contract is \$14,722; the City of Salida is responsible for half of the costs of said contract, or \$7,361. 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 Categorical Exclusion for hangar installations 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 On-Call Contract
Task 03 – Hangar Development CATEX**

This Agreement, entered into as of this ____**th** day of _____, 2021, 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

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 *On-Call Contract Master Agreement for Airport Engineering and Construction Management Services* 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

Harriet Alexander Field – Salida Airport On-Call Task 03: Hangar Development CATEX -

Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and as fully detailed in Exhibit A: 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 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 Contract. 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 Contract. 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 Contract or any part of this Contract, 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.** At the time subconsultant 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. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the subconsultant.

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 Contract. 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 Contract.

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) day notice in writing of fee revisions and negotiation with, and agreement by the Sponsor.

- (a) Compensation for services authorized by the Sponsor for this Task 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 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 he 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 Task 03 Project has been received and accepted by the County.

- (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 he 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 of Colorado 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 thirty (30) days after the FAA Grant for design and construction of this Task 03 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 notifications 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.

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 contract, an equitable adjustment shall be made and the contract 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 Contract. 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 contract in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his contract obligations. 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 contract, 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 percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill his contract obligations, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise. If Sponsor terminates this contract because Consultant has breached this Contract, Consultant may be required to refund Sponsor the compensation paid pursuant to this Contract for work (or projects) found to be insufficient or incomplete. A breach of this Contract shall include the failure by 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.** It is assumed that Consultant and Subconsultant 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 of the project. No pleas or claims of misunderstanding or ignorance by Consultant or Subconsultant shall in any way serve to modify the provisions of the Contract. Consultant and Subconsultant 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 the project.

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 Contract, 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 Contract 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.

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 contract and the regulations relative to nondiscrimination 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 nondiscrimination provisions of this contract, 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 the contract until the Consultant complies and/or
- (b) cancellation, termination, or suspension of the contract, 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 contract on the part of the Consultant or subconsultant(s) may result in the suspension or termination of this contract 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 contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It 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 to 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 the specific contract 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 contract 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. 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 disadvantaged business enterprises 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 contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract 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 contract.

ARTICLE SEVEN - INSURANCE

The Consultant or any subconsultant shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance 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 \$1,000,000.
- (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.
- (c) Statutory workers compensation and employer's liability insurance for the State of Colorado

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the Sponsor as additionally insured.

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 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 Contract. 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 contract performance. 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 he 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 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 contract, 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 contract 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 **Governing Law and Jurisdiction.** The interpretation and performance of this Contract 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.

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

11.3 Work By Worker Without Authorization Prohibited.

- a. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Contract.
- b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
- c. Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
- d. If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, Consultant shall be required to:
 - i. notify the subcontractor and Sponsor within three 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 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 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 Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- f. If Consultant violates this Paragraph, Sponsor may terminate this Contract for breach of contract. If this Contract is so terminated, Consultant shall be liable for actual and consequential damages to County arising out of said violation.

11.4 Certification Regarding Employing or Contracting with a Worker Without Authorization. If Consultant has any employees or subcontractors, Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding a Worker Without Authorization - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Consultant certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under the Contract 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 the Contract.

11.5 Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, 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.

11.6 Statutory and Regulatory Requirements. This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:

- a. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
- 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 of Colorado (the “State”)
- c. Contractor 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).

11.7 Priority of Provisions. In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:


- 1st: This Contract 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

- 11.8 **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- 11.9 **Survival.** All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.
- 11.10 **Waiver.** Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- 11.11 **Third Party Beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to Sponsor and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person, except the State of Colorado, the FAA and any other applicable state or federal regulatory agency. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- 11.12 **Authority.** Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.
- 11.13 **Counterparts.** This Contract 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

By:  Ryan Toner,
Vice President for
Jared Bass, PE
Vice President

Date: 07/27/2021

FOR THE Sponsor

City of Salida

By: _____
Name

Title

Date: _____

Notice Address:

CHAFFEE COUNTY

Board of Commissioners of Chaffee County

By:  M. Felt
_____, Acting Chairman

Date: 7/26/21

Notice Address:

Attention: County Attorney

P.O. Box 699

Salida, Colorado 81201

Fax: 719.539.7442

EXHIBIT A

Dibble Task 03: Hangar Development CATEx Engineering Services Proposal dated June 15, 2021

HARRIET ALEXANDER FIELD HANGER DEVELOPMENT CATEX SERVICES CONTRACT

This Contract ("Contract") is made and entered into July 6, 2021, and is between the County of Chaffee, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado ("County") and City of Salida ("City") (collectively the County and City hereinafter referred to as the "Sponsor") and Dibble Engineering ("Contractor").

The Sponsor desires to contract for the services of Contractor as an Independent Contractor pursuant to the terms and conditions of the attached **Exhibit A**.

In consideration of the rights and obligations specified below, the Sponsor and the Contractor agree as follows:

1. Performance of Services.

- a. Scope of Services. The attached **Exhibit A** describes the work to be performed (the "Work"). Contractor is not required to observe particular working hours or work a specified number of hours. Contractor shall determine whether it possesses the sufficient training and background to carry out specific requests for services. Except as expressly provided in this Contract, Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the Work. Contractor shall perform the Work in strict accordance with this Contract.
- b. Quality of Performance. The Contractor shall perform the Contract in a manner satisfactory and acceptable to the Sponsor. The Sponsor shall be the sole judge of the quality of performance.
- c. Other Activities. Contractor may engage in other activities for compensation provided they do not conflict with the responsibilities or limitations set forth in this Contract.
- d. Subcontractors. Contractor may hire, at its expense, any subcontractors if approved in writing by Sponsor and provided such assistants do not, in Sponsor's sole discretion, hinder Sponsor's business, subject to the below Prohibitions on Public Contract for Services.
- e. Reports. Contractor has no duty to provide any reports to Sponsor except those that Sponsor deems necessary to determine the amount of fees and expenses owed to Contractor pursuant to this Contract or those required by law.

2. **Independent Contractor.** Contractor 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 Contract. Neither Contractor, nor its subcontractors, employees or

agents shall have authority to bind the Sponsor in any contract or agreement. Neither Contractor, nor its subcontractors, employees, or agents will have any claim or right to participate in any retirement, bonus, welfare or benefit plans of Sponsor. Contractor acknowledges that its employees and subcontractors are not entitled to unemployment insurance benefits or workers' compensation benefits from Chaffee County and the City of Salida, its elected officials, agents, or any program administered or funded by Chaffee County or the City of Salida.

3. Fees. Exhibit A details Contractor's Fees. Sponsor shall pay such fees within thirty days of Sponsor's receipt of Contractor's invoice. Upon termination, Sponsor shall pay Contractor for services rendered, less any damages suffered by Sponsor as a result of termination by Sponsor for cause.
4. Expenses. Except as set forth in Exhibit A, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.
5. Term, Termination and Related Remedies.
 - a. Term. This Contract is effective as of the above date and will continue through September 1, 2021.
 - b. Termination. Either party may terminate this agreement for any reason or no reason at all by giving the other at least fifteen (15) days written notice at the address shown below.
 - c. Remedies. Upon termination, Sponsor's sole liability to Contractor shall be to pay compensation with respect to the work which has been completed, and Sponsor shall have the entire right, title and interest in and to such Work. If Sponsor terminates this Contract because Contractor has materially breached this Contract, Sponsor shall have all rights and remedies available at law or equity.
 - d. Constitutional Requirements. The other provisions of this Contract 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 Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. 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 Contract is entered into, Sponsor shall have the right to terminate this Contract by providing seven days written notice to the Contractor, and will be released from any and all obligations hereunder. If Sponsor terminates the Contract for this reason, Sponsor and Contractor shall be released from all obligations to perform Work and make payments hereunder, except that Sponsor shall be required to make payment for Work which has been performed by

Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any Work for which Sponsor has made payment prior to providing written notice to Contractor of the termination.

6. Representations and Warranties. Contractor represents and warrants the following:
- a. Title. Contractor owns (and, to the extent developed during the term of this Contract, will own) the entire right, title and interest in and to the deliverables and there are no claims, liens or clouds on such title. The deliverables are Contractor's original creation, or if not original, do not infringe upon the copyrights of any person or business.
 - b. Required Permits and Compliance with Law. Contractor has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Contractor 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 the project.
 - c. Insurance. Contractor has obtained and shall continue to maintain at its own expense, and without cost to Sponsor, insurance protection from a company authorized to do business in Colorado, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:
 - i. Comprehensive General Liability in the amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$1,000,000.00 per occurrence. 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 Work includes a manufacturing operation
 - 3. Broad Form Comprehensive, General Liability
 - ii. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
 - 1. All vehicles owned, non-owned, and hired to be used on the Contract;
 - 2. Medical Payments.
 - iii. Employer's Liability, Workers' Compensation and Unemployment Insurance. Contractor shall secure and maintain employer's liability, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law.
 - iv. Named Insured and Certificates of Insurance.

1. Chaffee County and City of Salida, at Contractor's sole expense, shall be named as insured or additional insured on all insurance policies required under this Contract. The "additional insured" wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, is named as Additional Insured.
2. Contractor shall furnish Sponsor prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that Sponsor is notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies.

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the Sponsor.

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

7. Work Ownership. This is a "work for hire" labor arrangement. All ideas, materials, products, and work prepared by, and discoveries made by Contractor in fulfillment of this Contract belong exclusively to Sponsor. Upon termination of this Contract, all ideas, materials, products, work, and discoveries in Contractor's possession that relate to the arrangement will be delivered to Sponsor within two weeks of termination along with written certification of same. Upon termination, Contractor will assign to Sponsor all rights to ideas, materials, products, and work prepared by, and discoveries made by, Contractor under this Contract. This section shall survive termination of this Contract.
8. Non-discrimination. The Contractor 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.
9. Nondiscrimination Provisions Binding on Subcontractors. In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
10. Indemnification. The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the

Contractor's direction or control in performing or failing to perform the work under this Contract. The Contractor will defend, indemnify and hold harmless the Sponsor, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all 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 the Contractor, its employees, agents or representatives, or other persons acting under the Contractor'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 contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the Sponsor's 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. This section shall survive the termination of this Contract.

11. Original Creation. Contractor will defend, hold harmless and indemnify Sponsor from and against any damages and expenses (including reasonable attorneys' fees and expenses) in any action for infringement of intellectual propriety rights with respect to ideas, materials and/or products used or provided by Contractor. This section shall survive the termination of this Contract.
12. No Waiver of Breach. Sponsor's failure to insist upon strict compliance with the provisions of this Contract will not be construed in any way as a waiver of any of Sponsor's rights or privileges. All remedies afforded in this Contract shall be cumulative, that is, in addition to every other remedy provided in this Contract or by law.
13. Prohibitions on Public Contract for Services.
 - a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
 - b. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
 - c. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
 - d. If Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - i. Notify the Subcontractor and the Sponsor within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien ("Notice"); and

- ii. Terminate the Subcontract with the Subcontractor if within three (3) days of receiving the Notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
14. Certification Regarding Employing or Contracting with an Illegal Alien. If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. § 8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Contractor 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 the Contract.
15. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, Sponsor's 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 Sponsor employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
16. General Provisions.
- a. Contractor Cooperation. Contractor 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.
 - b. Amendment. This Contract may be amended only by a written instrument signed by the parties to this Contract.
 - c. Successors and Assigns; Assignment by Contractor Prohibited. The rights and obligations of Sponsor under this Contract will inure to the benefit of and will be binding upon the successors and assigns of Sponsor. Contractor may not pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of Sponsor.

- d. Severability. If a tribunal of competent jurisdiction determines that any provision of this Contract is void, illegal, or unenforceable, the other provisions will remain in full force and effect. Any provision determined to be void, illegal, or unenforceable will be limited so that this Contract will remain in effect to the fullest extent permissible by law.
- e. Breach. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.
- f. Termination of Prior Agreements. This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.
- g. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- h. 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.
- i. Counterparts. The parties may execute this Contract in any number of counterparts, each of which will be deemed an original.
- j. Statutory Requirements. This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the Sponsor receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

- k. Entire Agreement. All exhibits to this Contract and provisions set forth in Sponsor's Request for Proposal and Contractor's responses to Sponsor's Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represents the entire agreement between Sponsor and Contractor with respect to the transactions contemplated by this Contract and

supersedes all previous negotiations, commitments, letters of intent and other writings.

- l. Priority of Provisions. In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
 - 1st: This Contract unless otherwise provided for in a subsequent agreement
 - 2nd: Insurance Requirements
 - 3rd: Exhibit A - Scope of Services and details of Contractor's Fees
- m. Controlling Law and Jurisdiction. The interpretation and performance of this Contract 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.

[Remaining Intentionally Left Blank]

Contractor

By: _____
Print Name: _____
Title: _____

Federal ID #: _____

Notice Address:

Fax: _____

Board of Commissioners of Chaffee County

By:  _____
Greg Felt, Chairman

Notice Address:
Attention: County Attorney
P.O. Box 699
Salida, Colorado 81201

Fax: 719.539.7442

City of Salida

By: _____

Notice Address:

Fax: _____

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate bylaws, the corporate seal must be affixed to the Contract by the Secretary of the corporation or other authorized keeper of the corporate seal.)

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

EXHIBIT A

June 15, 2021

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

Attention: Mr. Zechariah Papp
Airport Manager

RE: ENGINEERING SERVICES PROPOSAL
City Project Number: TBD
Planning and Environmental Services
Hangar Development CATEX

We appreciate the opportunity to provide Environmental Phase Services to City of Salida for the Hangar Development Project at the Harriet Alexander Field – Salida Airport as depicted on **Figure 1** (attached). This **updated** proposal has been prepared in accordance with our understanding of the proposed project based on conversations with you and the Federal Aviation Administration (FAA).

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:

Environmental Phase Services:

1. Dibbletotal fee = \$14,722.00

Total Lump Sum Fee = \$14,722.00

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

We look forward to working with you on this important project. If you need additional information or have questions, please do not hesitate to call us at 602-957-1155.

Sincerely,
Dibble Engineering



Charlie McDermott, LEED AP
Aviation Planning Manager
Airport Development Practice Leader



Ryan Toner, P.E.
Vice President

DIBBLE

Scope of Work Hangar Development Documented CATEX Preparation Harriet Alexander Field (Salida Airport)

Dibble has been requested by the Harriet Alexander Field Salida Airport (ANK or Airport) to prepare a single documented Categorical Exclusion (CATEX) and three FAA Forms 7460 for the proposed Hangar Development (Project) at the Airport as depicted on the Figure 1 (attached). The proposed Hangar Development project consists of constructing three new corporate aircraft hangars, associated pavement, grading and drainage at the Airport.

The documented CATEX will be prepared in accordance with the Federal Aviation Administration (FAA) Order 1050.1F, Environmental Impacts: Policies and Procedures.

The Scope of Work for the Project includes:

1) General:

- a) **Project Management and Administration:** Dibble will provide project management and coordination for the preparation of the required documented Categorical Exclusion (CATEX), updating the Airport Layout Plan (ALP) and Airport Property Map - Exhibit A as necessary. Dibble will also prepare monthly invoices in a format acceptable to the Developer.

2) Categorical Exclusion (CATEX) Preparation

- a) **Collect Environmental Resource Data:** Dibble will gather relevant and readily available environmental data about the Airport property and the surrounding land for use in preparing the CATEX. No additional environmental studies will be conducted other than those described herein. Source of data will include, but not limited to previous environmental studies that have been prepared for projects at the Airport, online database sources and information from the Town of Salida.

The preparation of biological, historical, architectural, and cultural resource studies will be prepared, rather Dibble will rely on readily available data and information from various agencies. Specialized studies will be prepared to conduct cultural resource evaluation for the proposed hangar development areas.

3) Preparation of the FAA Documented CATEX:

- a) Dibble has completed an initial environmental review of the proposed Project and through consultation with the Federal Aviation Administration (FAA) has determined that the proposed Project is a categorically excluded federal action that does not individually or cumulatively have a significant effect on the human environment, and for which, neither an EA nor EIS is required.

Therefore, a documented Categorical Exclusion (CATEX) will be prepared for the proposed Project in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, paragraph 5-6.4. (e), Categorical Exclusions for Facility Sitting, Construction and Maintenance.

Dibble will prepare the required documented CATEX in accordance the FAA's Office of Airports (ARP) Standard Operating Procedure (SOP) 5.1 for CATEX Determinations. An initial draft CATEX will be submitted to the Sponsor and the FAA for a preliminary review.

- b) Comments received on the draft CATEX will be incorporated into the final CATEX as applicable. The final CATEX will be re-submitted to the Sponsor and the FAA for final review and issuance of a CATEX determination by the FAA.

Project Deliverables

Draft documented CATEX: A draft documented CATEX will be submitted to the developer and FAA for review.

Final documented CATEX: Based on comments received by the developer and FAA, Dibble will revise the documented CATEX as necessary and re-submit to the developer and FAA for approval.

4) FAA Form 7460

- a) Dibble will prepare, submit, and coordinate the required FAA Forms 7460-1 and 7460-2 for the proposed project.

Schedule

It is anticipated that the documented CATEX will be completed and submitted to FAA on or about August 13, 2021, provided a written notice to proceed is received by July 1, 2021. FAA Form 7460 will be submitted to FAA on or about July 16, 2021.

Attachment:

Figure 1 – Hangar Development Plan

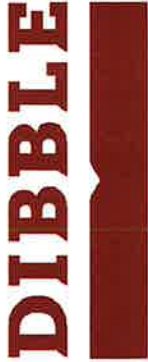
SWCA Environmental proposal dated June 9, 2021

End of Scope of Work

Firm: Dibble

Project: Harriet Alexander Field (Salida Airport)
Hangar Development CATEX

Date: 6/15/2021



Contract Number: 1019104
Project Number: 1019104.03
Task Number: 3
Amendment Number: n/a

Summary

Dibble

A. PLANNING PHASE SERVICES

1. Planning Phase Services

	Fee	Type
1 Dibble Fee	\$10,727.00	Lump Sum
2 Dibble Direct Expenses	\$0.00	Lump Sum
3 SWCA Environmental.....	\$3,995.00	Lump Sum

TOTAL..... \$14,722.00

\$14,722.00

Firm: Dibble

Contract Number: 1019104

Project: Harriet Alexander Field (Salida Airport)
Hangar Development CATEX

Project Number: 1019104.03

Task Number: 3

Amendment Number: n/a

Date: 6/15/21

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE

Classification	Manhours	Billing Rate	Total Costs	
1 Project Principal	2	\$287.00	\$574.00	
2 Senior Project Manager	15	\$226.00	\$3,390.00	
4 Senior Planner	22	\$200.00	\$4,400.00	
5 Senior Designer	17	\$139.00	\$2,363.00	

Total 56 hrs

a. Total Labor..... \$10,727.00

ALLOWANCE FOR DIRECT COSTS AND SUBCONSULTANTS

Item	Cost
1 Direct Expenses (Dibble).....	\$ 0.00 LS
2 SWCA Environmental	\$ 3,995.00 LS

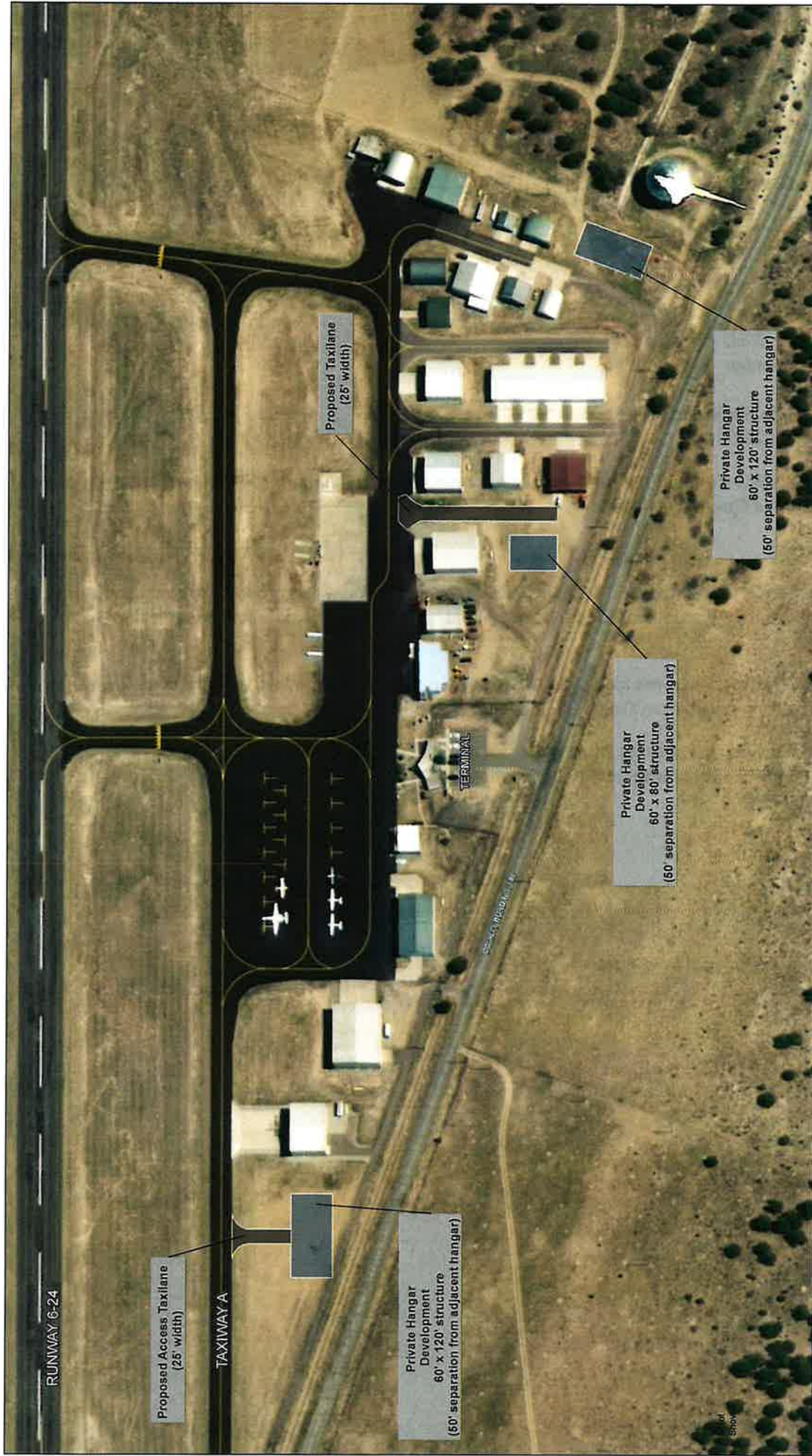
f. Sub-Total Allowances for Direct Costs..... **\$3,995.00**

TOTAL FEE

h. Total Estimated Cost to Consultant..... \$14,722.00

Firm:	Dibble	Contract Number:	1019104
Project:	Harriet Alexander Field (Salida Airport) Hangar Development CATEX	Project Number:	1019104.03
		Task Number:	3
		Amendment Number:	n/a
Date:	6/15/2021		

ESTIMATED MANHOURS								
TASK	Principal	Senior Project Manager	Senior Planner	Senior Designer				TOTAL HOURS
1. General								
1a Project Management and Admin		4						4
2 Categorical Exclusion (CATEX) Preparation								
2a Collect environmental resource data		6	8					14
3 Preparation of FAA Documented CATEX								
3a Prepare draft FAA CATEX and submit to FAA	1	2	6	8				17
3b Prepare final FAA CATEX based on comments	1	1	2	1				5
4 FAA Form 7460								
4a Preparation of FAA Form 7460		2	6	8				16
TOTALS	2	15	22	17	0	0	0	56





SALIDA AIRPORT
HARRIET ALEXANDER FIELD

HARRIET ALEXANDER FIELD (ANK)
PRIVATE HANGAR DEVELOPMENT

DIBBLE



0 100 200 400 Feet

Date: 4/27/2021



Sound Science. Creative Solutions.®

295 Interlocken Boulevard, Suite 300
Broomfield, Colorado 80021
Tel 303.487.1183
www.swca.com

2/36

June 9, 2021

Charlie McDermott, LEED AP
Aviation Planning Manger
Dibble Engineering
2696 South Colorado Boulevard, Suite 585
Denver, Colorado 80222

Re: Cultural Resource Evaluations for the Salida Airport- Harriet Alexander Field Hangar Development Project, Chaffee County, Colorado

Dear Mr. McDermott:

SWCA Environmental Consultants (SWCA) is pleased to provide you with a proposal to conduct cultural resource evaluations for the proposed hangar development project at the Harriet Alexander Field in Chaffee County, Colorado.

We offer our services for a **fixed-fee** total of **\$3,995**. SWCA can begin work within 2 weeks of the execution of a contract and notice to proceed from Dibble Engineering.

Please feel free to contact me at (720) 249-3446 or via email at sjennings@swca.com. Thank you for the continued opportunity to partner with Dibble Engineering.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Jennings", written in a cursive style.

Sarah Jennings
Project Manager and Principal Investigator

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Dibble Engineering is assisting a developer at the Salida Airport- Harriet Alexander Field with a hangar development project, which includes three discrete hangars areas (two with associated proposed taxilanes) comprising a total of approximately 1 acre. Ultimately this project will be permitted by the Federal Aviation Administration (FAA) and subject to the National Environmental Policy Act (NEPA) process; therefore, Dibble Engineering has requested that SWCA conduct cultural resource evaluations.

CLASS III CULTURAL RESOURCES EVALUATION

SWCA proposes to conduct a files search and intensive (Class III) field survey and prepare a report. The files search will include a state records review for the project location and its surroundings via the Colorado Office of Archaeology and Historic Preservation (OAHP) online database (COMPASS), including a 1-mile buffer for the project area. The files search will also include research on the history of the Harriet Alexander Field and an examination of historic maps and data available through such sources as the Bureau of Land Management's database of General Land Office records, U.S. Geological Survey historic maps, county assessor records, and aerial imagery for the area. Following the files search, SWCA will perform the pedestrian Class III cultural resource survey of the project area. Based on preliminary research, SWCA anticipates that no cultural resource sites will be present in the project area, and that a Colorado Limited Results Cultural Resource Survey report will be adequate. This report will summarize the results of the Class III inventory for review by the FAA and comment by the Colorado OAHP. All copies of the report will be distributed digitally as PDF files.

ASSUMPTIONS

- No specialized FAA/airport safety trainings, orientations, etc. are included in this scope of work.
- It is anticipated that no formal documentation of the historic airport, its associated buildings and structures, or any adjacent architectural resources will be necessary. Should the FAA revise its survey requirements, a revised scope of work would be prepared.
- Should cultural resources be encountered, additional costs necessary to complete this documentation and associated reporting will be negotiated separately.
- The project area must be essentially (70%) snow-free to facilitate adequate survey.
- Any task not expressly described herein is not included in the proposed cost.

COSTS

Total cost to complete the scope of work: \$3,995 (fixed fee).

