



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	August 2, 2022

ITEM

Approval of Design Contract – Harriet Alexander Field – Terminal and Executive Hangar Design

BACKGROUND

Following the purchase of the hangar directly adjacent to the terminal at Harriet Alexander Field, airport staff has begun the process to evaluate options for removing and replacing that structure as well as evaluating the existing terminal for future increased use. Based on the Airport Master Plan, an executive hangar attached to the terminal has been planned for the facility (although no actual timing was included in the Master Plan). CDOT Aeronautical has recently been suggesting that terminal improvements may receive special funding opportunities in the future, and the Airport Advisory Board has identified that having a design for these facilities would be ideal for potential grants.

The Airport Advisory Board looked at proposals and has recommended that the Airport enter into a contract with D2C Architects to provide a preliminary design concept for an executive hangar and terminal improvements.

FISCAL NOTE

Total cost of the contract is \$10,800; the City of Salida is responsible for half of the costs of said contract, or \$5,400. 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 D2C Architects for design services for an executive hangar and terminal 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.

19 April 2022

Zechariah Papp

Airport Manager
Salida Airport / Harriet Alexander Field
9255 Co Rd 140
Salida, Colorado 81201
(719) 539-3720

Dear Mr. Papp:

We are pleased to present our proposal to render professional architectural concept design services for the Salida Airport at Harriet Alexander Field. We understand your intent to develop some high level conceptual designs so that funding, layout, operational considerations and aesthetics can be further evaluated. We also understand your desire to assess how the site will layout respective of the terminal/hangar improvements and the overall project's image to the surrounding community.

For this project we proposed to deliver:

- A demo / phasing plan that illustrates the proposed buildings and areas that will be removed as part of this project and how that transition looks.
- An aerial site plan that shows apron expansion, parking lots, vehicular and pedestrian circulation, and other applicable site features that should be considered.
- A colored floor plan that defines areas by usage type, size and square footage. This plan will also include concept level furniture layouts so spatial configurations, usage and appropriateness can be evaluated.
- 3D Massing Axonometric drawings showing the building facades, elevations and the "look" of the new terminal from any angle.

Our scope also includes a virtual kick off meeting where we will discuss goals, objectives, constraints and opportunities as well as two (2) additional zoom or virtual meetings with you to discuss our preliminary concepts. Our scope includes one round of comments and one revision to the drawings based on your compiled comments.

For the scope noted, we propose a lump sum fee of \$10,800 plus reimbursable expenses (if any). We are a flexible and nimble firm; accordingly, should our scope and/or fee not align with your needs or expectations, we welcome an opportunity to talk through said needs/expectations so that we can right size our deliverables and approach match.

Thank you for this opportunity. We are excited to work with you and are ready to begin upon notice.



Eric Combs, AIA, LEED AP
Vice President
ecombs@D2Carchitects.com
(303) 929-9121



D2C ARCHITECTS
ARCHITECTURE | INTERIORS | SUSTAINABILITY



D2C Architects works closely with our clients, across the county, to successfully deliver industry leading architecture. Our experience includes airport terminals, aircraft hangars, office buildings, maintenance operations and storage, and transportation centers. Our projects have received local and national attention in publications for their innovative design solutions and sustainability effort. Receiving LEED Gold and Silver certifications, D2C's designs and attention to detail is saving our clients thousands of dollars per year in energy efficient solutions.

Our practical, client-focused design process begins with understanding the functional purpose of each project and the operational needs of the employees and public who use the facility. We specialize in creating secure, efficient spaces that can be developed with longer life expectancies, lower operating and maintenance costs and healthier environments for their users.

D2C's mission is to deliver our clients affordable services and the most quality products for their continued success.

















// I was amazed during the design charrette how easily we were able to bring so many different perspectives and personalities together. The design team's guidance was excellent because they understood our users and their needs. //

- Lt. Col. Thomas Nefe, USAF, Assistant Base Civil Engineer with the 140th Civil Engineer Squadron and Project Manager for the Rehabilitation of Building 909

D2C ARCHITECTS
ARCHITECTURE | INTERIORS | SUSTAINABILITY
1212 South Broadway, Suite 250, Denver, CO 80210
303.952.4802 | www.D2Carchitects.com

**CHAFFEE COUNTY AND CITY OF SALIDA SERVICES CONTRACT
WITH D2C ARCHITECTS, INC. dba D2C ARCHITECTS**

This Contract ("Contract") is made and entered into _____, **2022**, and is between the County of Chaffee, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado ("County") and the government of the City of Salida, Colorado ("City") on behalf of Harriet Alexander Field – Salida Airport (County and City collectively as "Sponsors") and D2C Architects, Inc., a Colorado corporation, dba D2C Architects. ("Contractor").

Sponsors desire 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, Sponsors and the Contractor agree as follows:

1. Performance of Services.

- a. Scope of Services. The attached **Exhibit A** describes the work and services 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 professional manner and at its own cost and expense, furnish all labor and equipment and perform all services ~~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 consistent with the applicable professional standard of care and shall otherwise endeavor to provide design services satisfactory and acceptable to Sponsors. Sponsors shall be the sole judge of whether they are satisfied with the design services provided.
- 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 Sponsors and provided such assistants do not, in Sponsors' sole discretion, hinder Sponsors' business, subject to the below Prohibitions on Public Contract for Services.
- e. Reports. Contractor has no duty to provide any reports to Sponsors except those that Sponsors 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. Except for this specific Services Contract, neither Contractor, nor its subcontractors, employees or agents shall have authority to bind Sponsors 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 Sponsors. Contractor acknowledges that its employees and subcontractors are not entitled to unemployment insurance benefits or workers' compensation benefits from Sponsors, its elected officials, agents, or any program administered or funded by Sponsors.
3. **Fees.** Exhibit A details Contractor's Fees. Sponsors shall pay such fees within thirty days of Sponsors' receipt of Contractor's invoice. Upon termination, Sponsors shall pay Contractor for services rendered, less any damages suffered by Sponsors as a result of termination by Sponsors 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 **Completion of the Work.**
 - 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, Sponsors' sole liability to Contractor shall be to pay compensation with respect to the work which has been performed or completed, and upon payment of such compensation, Sponsors shall have the entire right, title and interest in and to such Work. If Sponsors terminate this Contract because Contractor has materially breached this Contract, Sponsors shall have all rights and remedies available at law or equity.
 - d. **Constitutional Requirements (Section 20(4)(b) of Art. X of the Constitution of the State of Colorado).** The other provisions of this Contract notwithstanding, financial obligations of Sponsors payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Sponsors are prohibited by law from making financial commitments beyond the term of their current fiscal year. Sponsors have contracted for goods and/or services under

this Contract and have reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of Sponsors as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, Sponsors shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor, and will be released from any and all obligations hereunder. If Sponsors terminate the Contract for this reason, Sponsors and Contractor shall be released from all obligations to perform Work and make payments hereunder, except that Sponsors 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 Sponsors have made payment prior to providing written notice to Contractor of the termination.

6. Representations Contractor represents 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. Performance. For a period of ninety (90) days following final acceptance of the deliverables by Sponsors. Contractor shall immediately remedy any deficiencies in deliverables which Sponsors and Contractor agree upon.
- c. 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 materially comply with all relevant and applicable laws, regulations and ordinances in rendering services under this Contract.
- d. Insurance. Contractor has obtained and shall continue to maintain at its own expense, and without cost to Sponsors, 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 \$424,000.00 per person and \$1,195,000.00 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 that will protect it against any and all claims resulting from injuries to and death of employees, if any, engaged in work under the Contract. The term 'employee' and/or 'independent contractor' will be defined for the purpose of this Contract by reference to regulations of the Department of Labor, Social Security and the Internal Revenue Service. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident; \$500,000.00 Disease-Policy Limit; \$100,000.00 Disease-Each Employee..
- iv. Named Insured and Certificates of Insurance.
 - 1. Chaffee County, at Contractor's sole expense, shall be named as insured or additional insured on all insurance policies required under this Contract, with exception of Professional Liability and Worker's Compensation insurance. 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 County 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 County is notified in writing and at least thirty (30) 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 (30) days written notice to the County.

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

v. Professional Liability Insurance

7. Work Ownership. This is a “work for hire” labor arrangement. Except for those ideas, materials or designs pre-existing and used in the ordinary course of Contractor’s design services, all other ideas, materials, products, and work prepared by, and discoveries made by Contractor in fulfillment of this Contract belong exclusively to Sponsors as long as Contractor is paid in full for services rendered as provided in this Contract for Services. Upon termination of this Contract, except for those ideas, materials or designs pre-existing and used in the ordinary course of Contractor’s design services, all other ideas, materials, products, work, and discoveries in Contractor's possession that relate to the arrangement will be delivered to County within two weeks of termination along with written certification and assignment of same. 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. Only as consistent with C.R.S. Section 13-50.5-102 *et seq.* 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 indemnify and hold harmless Sponsors, 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 recoverable under Colorado law arising from negligence, 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 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. This section shall survive the termination of this Contract. As a political entity and subdivision of the State of Colorado, the County is not authorized to indemnify any party, public or private, from the claims, demands or damages of third parties. Sponsors agree that any liability of Contractor arising under this Service Agreement, including under this Indemnity Section shall be limited to Contractor’s insurance policies required and available pursuant to this Agreement.

11. Original Creation. Contractor will, hold harmless and indemnify Sponsors 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. Sponsors' 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 Sponsors' 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. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, Sponsors' 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. Sponsors' employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.
14. No Individual Liability. The Sponsors and Contractor agree that any claims arising under this Agreement shall be brought only against the municipal or corporate form respectively of the Parties. The Parties therefore expressly waive, with the exception of fraud or intentional torts, any claims against the Sponsors' or Consultant's employees, owners, or officers in their individual capacities.
15. Mutual Waiver of Consequential Damages. Due to the nature of indirect and consequential damages which are remote, uncertain and largely unforeseeable, the Parties mutually agree to waive any claims for indirect or consequential damages regardless of the nature or form of such damages.
16. Mediation. The Parties agree that they may first submit all material disputes arising under this Agreement to mediation before commencing any formal litigation, each Party to pay its own mediation-associated attorney's fees and costs and half of the mediator's fees.
17. General Provisions.
 - a. Contractor Cooperation. Contractor shall cooperate and provide Sponsors all information requested by Sponsors 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. Colorado Open Records Act. All information provided under this Contract 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.

- c. Personal Identifiable Information. If Contractor or any of its 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 Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to Sponsors, 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. Contractor 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.
- d. Amendment. This Contract may be amended only by a written instrument signed by the parties to this Contract.
- e. Successors and Assigns; Assignment by Contractor Prohibited. The rights and obligations of Sponsors under this Contract will inure to the benefit of and will be binding upon the successors and assigns of Sponsors. 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 Sponsors.
- f. 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.
- g. 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.
- h. 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.
- i. 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 Sponsors 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.
- j. 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.

- k. Counterparts. The parties may execute this Contract in any number of counterparts, each of which will be deemed an original.
- l. Statutory Requirements. This Contract is subject to all statutory requirements that are or may become applicable to counties, municipalities, 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 Sponsors receive a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

- m. Entire Agreement. All exhibits to this Contract and provisions set forth in Sponsors Request for Proposal and Contractor's responses to Sponsors 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 Sponsors and Contractor with respect to the transactions contemplated by this Contract and supersede all previous negotiations, commitments, letters of intent and other writings.
- n. 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 Contractor's Fees
 - 5th: Response to Request for Proposal (if applicable)
- o. 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.

Contractor: D2C Architects, Inc.

By: 

Print Name: Eric Combs

Title: Vice President

Federal ID #: 46-1556207

Notice Address:

1212 S Broadway

Suite 250

Denver, CO 80210

Fax: _____

Sponsors

Chaffee County

By: _____

Greg Felt, Chairman, Board of Commissioners
of Chaffee County

Notice Address:

Attention: County Attorney

P.O. Box 669

Salida, CO 81201

Fax: 719.539.7442

City of Salida

By: _____

Dan Shore, Mayor

Notice Address:

(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.)