

**AIRPORT ENGINEERING DESIGN  
AND  
CONSTRUCTION MANAGEMENT**

**CONSULTING SERVICES AGREEMENT**

This Agreement, entered into as of this 30<sup>th</sup> day of October 2024, by and between:

**CITY OF SALIDA and CHAFFEE COUNTY**  
**Harriet Alexander Field - Salida Airport**  
P.O. Box 699  
104 Crestone Ave.  
Salida, CO 81201

hereinafter also referred to as the  
**Sponsor**

AND:

**Dibble & Associates Consulting  
Engineers, Inc. (dba 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: assistance in programming, planning and development of the annual Airport Capital Improvement Program (ACIP); engineering/design services, including development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required, for airside and landside improvements at Harriet Alexander Field - Salida Airport; 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, 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.

1.2 **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies such as the Federal Aviation Administration (FAA) and Colorado Department of Transportation (CDOT) Aeronautics Division, the services generally outlined below and/or incorporated by reference 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 general project administration, fiscal planning and management services; 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) Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;
- (f) 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 (project list included below);
- (g) Prepare a design engineer's report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA and or CDOT Aeronautics;
- (h) Prepare or assist in the preparation of an application for federal funds and a property map;
- (i) Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;
- (j) Provide complete sets of approved Plan and Specifications and other contract documents for the bidding of the project;
- (k) Arrange for and conduct a pre-bid conference and job showing;
- (l) Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;
- (m) Perform miscellaneous engineering services, e.g. non-AIP funded projects, as requested by airport management; and
- (n) Field engineering services with approval of each project by the Sponsor.

The list of projects below has been identified to be included in this contract. These projects may be funded by the Sponsor, FAA, and/or CDOT Aeronautics:

- Airfield pavement rehabilitation and/or reconstruction (Runway, Taxiway, and Apron)
- Landside pavement rehabilitation including parking lot, roads, service roads, etc.
- Utility projects including stormwater, water, sewer, electrical, communications, etc.
- Taxiway A Extension
- Land Acquisition(s)
- Fuel Facility Upgrade(s)
- AWOS Relocation
- New Beacon Light Tower
- Hangar Development(s)
- Update(s) to the ALP and other Master Plan documents as needed
- Airport Overlay and other associated planning projects

- Environmental actions as needed to accomplish the above-mentioned projects including Federal Categorical Exclusions (CATEX), Federal Environmental Assessments (EA), etc.
- Upgrades and/or modifications to the existing Terminal Building
- Capital Improvement Planning and Programming (CIP)
- Disadvantaged Business Enterprise (DBE) development, planning, and programming
- Development and preparation of FAA and CDOT Grant Applications

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 general services of the Consultant shall be available on a continuous basis for a period of two (2) years commencing as of the date of this Agreement. Except to the extent otherwise provided in this Agreement, this Agreement shall automatically renew, subject to the termination sections below, on the same terms and conditions as in effect just before the then-current end of the term, for up to three (3) successive periods of twelve (12) months each. Specific services outlined in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe specified in each Authorization of Services. It is understood that specific services, begun during the Time of Performance as outlined above, may require the services of the Consultant beyond the termination date of this contract, in which case, the provisions of this contract will remain in effect for the completion of that specific service.

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, that are tied to a project or a Capital Improvement, shall be based upon actual hours and expenses incurred by the Consultant. The Consultant and any of its subconsultants must provide hourly rate schedules, as described in **Exhibit A**, which will be approved by and placed on file with the Sponsor. Such hourly rate schedules will establish a 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. The Consultant may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the Sponsor and no other adjustments have been approved during a period of no less than six months prior to the requested adjustment.

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.

(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 receipt of invoices. 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 or 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 specific 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 Unauthorized Worker Prohibited.**

- a. Consultant shall not knowingly employ or contract with an unauthorized worker 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 an unauthorized worker 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 an unauthorized worker, Consultant shall be required to:
  1. notify the subcontractor and Sponsor within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker ("Notice"); and
  11. 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 unauthorized worker; 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 an unauthorized worker.
- 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 an Unauthorized Worker.** If Consultant has any employees or subcontractors, Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding unauthorized worker - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Consultant certifies that it does not knowingly employ or contract with an unauthorized worker who will perform work under the Contract and that Consultant will participate in either the E-Verify Program or Department Program 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 \$75/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 requirements 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 terms of this Contract shall prevail.

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.

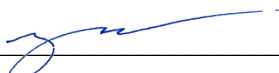
11.12 **Authority.** Each person signing this Contract represents and warrants that he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the its terms and conditions.

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 and Associates  
Consulting Engineers, Inc. (dba Dibble)

Signed:  \_\_\_\_\_

Name: Jared Bass, P.E.

Title: Vice President - Group Leader

Date: 10/30/2024

**FOR THE Sponsor**

City of Salida

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_

Chaffee County

Signed: \_\_\_\_\_

Name: P.T. Wood

Title: Chair

Date: \_\_\_\_\_

Notice Address:

Attention: County Attorney

P.O. Box 699

Salida, Colorado 81201

# EXHIBIT A

## DIBBLE

### FEE SCHEDULE

#### STANDARD BILLING RATES\*

Principal Engineer	\$ 267.50
Senior Project Manager	\$ 246.10
Senior Planner	\$ 230.05
Project Manager	\$ 224.70
QA/QC Manager	\$ 224.70
Senior Engineer	\$ 224.70
Project Engineer	\$ 184.04
Planner	\$ 181.90
Assistant Project Engineer	\$ 149.80
Engineering Technician	\$ 165.85
Senior Designer	\$ 160.50
Designer	\$ 139.10
Senior Technician	\$ 153.01
Technician	\$ 127.33
Project Coordinator	\$ 136.96
Land Survey Manager	\$ 205.44
Land Surveyor	\$ 184.04
Senior Project Surveyor	\$ 160.50
Project Surveyor	\$ 136.96
Senior Survey Technician	\$ 130.54
Survey Technician	\$ 114.49
Survey Crew	\$ 214.00
Senior Construction Inspector	\$ 156.22
Construction Inspector	\$ 145.52
GIS Analyst	\$ 149.80
Technical Writer	\$ 128.40
Senior Administrative Assistant	\$ 112.35
Administrative Assistant	\$ 90.95
Network Administrator	\$ 125.19
Marketing Specialist	\$ 128.40
Managing Principal	\$ 315.65

#### **Expenses**

Mileage, reproduction, etc. Direct Costs at Federal Fiscal Year Rates

#### **Overtime Rates**

Client authorized Billing Rate x 1.5

\* Dibble can honor these rates through Calendar Year 2026. We respectfully request the ability to re-negotiate new rates at the beginning of Calendar Year 2027 consistent with the terms of the Contract.