

**Request for Qualifications (RFQu)
Yampa Valley Regional Airport (YVRA)
On-Call Planning Services Consultant
Routt County, Colorado**

SUMMARY

The purpose of this Request for Qualifications (RFQu) and accompanying specifications are to provide instructions and assistance in submitting an offer to perform planning and consulting services at the Yampa Valley Regional Airport (YVRA) for a period of three years, with the possibility of two (2) one-year extensions at the sole discretion of Routt County. See scope of work for further detail.

1) GENERAL TERMS AND CONDITIONS

- a) Mail, express delivery service, hand deliver, fax, or email the response to the address listed below.
- b) Email is the preferred method of response; please see below.
- c) If a paper copy of RFQu response is received it must be in a sealed envelope with “RFQu-YVRA Planner/Consultant” clearly written on the sealed envelope and the envelope should bear the name of the Offeror, address, and phone number.

Qualification responses must be received **not later** than:

1:00 p.m. MST Friday, September 30, 2021

USPS, Expedited services via Federal Express, UPS, etc. to this address:

Routt County Commissioners Office
522 Lincoln Avenue, Suite 30
Steamboat Springs, CO 80477

For questions or further information please contact:

Julie Kennedy

jkennedy@co.routt.co.us

Direct Phone Number: 970-870-5316

Fax: 970-879-3992

- d) Routt County appreciates the time and effort in preparing this response to our RFQu. Due date and time are essential and please note that all qualification responses and any addenda pertaining to the qualification must be received at the designated location by the deadline above. Late qualification responses shall be considered void and unacceptable. It is the sole responsibility of the Offeror to ensure that their qualification response is received by Commissioners Office personnel before the deadline indicated above. Should you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day.
- e) Routt County will not be responsible for busy fax machines that may result in a late, incomplete, or illegible submission.

- f) Email to jkennedy@co.routt.co.us is the preferred method of response. However, 32 megabytes is the maximum amount of data Routt County can receive in any one email. Sometimes this may necessitate more than one email by the vendor or elimination of high megabyte unnecessary graphics. **It is up to the vendor to ensure emails do not exceed this limit and must confirm receipt of email by Routt County prior to due date and time. An email sent but not received by the due date and time will not be considered.** Routt County will not be held responsible for late responses due to failure of electronic communications. Routt County will not be responsible for the security of the Offeror's responses from others, if qualification response is submitted electronically.
- g) RFQu and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFQu. The Routt County website is: <http://www.co.routt.co.us/195/Purchasing>
- h) Any addenda issued will be numbered sequentially beginning with the number #1.
- i) Qualification responses will be evaluated by the Routt County evaluation team selected for this RFQu. Not all qualification response information is considered public, and only the final contract and costs of award will be available to the public. No qualification response information will be shared until after the RFQu has been awarded.
- j) Nothing in this RFQu precludes the County from requesting additional information at any time during the procurement process.
- k) Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit qualification responses.
- l) The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFQu or to the contract.

2) WITHDRAWAL OF PROPOSAL RESPONSES

- a) Qualification responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. Offeror may submit the same, a new, or a modified qualification response prior to the qualification response opening time. After the time set for opening of qualification responses no qualification response may be modified or withdrawn.

3) REJECTION OF QUALIFICATIONS

- a) Routt County reserves the right to reject any or all qualification responses and to waive informalities and minor irregularities in qualification responses received, and to accept any portion of the qualification response whichever is deemed to be in the best interest of Routt County.

4) NON-MANDATORY PRE-SUBMITTAL MEETING

- a) A non-mandatory pre-submittal meeting will be held on Thursday, September 23, 2021 at 1:00 p.m. MST at the Thunderhead Conference Room, located in the Terminal of the Yampa Valley Regional Airport, Hayden, Colorado. Interested parties may participate in person or via Zoom Meeting upon request.
- b) At the non-mandatory pre-submittal meeting, YVRA staff will provide a brief overview of the project expectations, submittal requirements, and preferred timeline, followed by a

question and answer session. A summary of the questions and answer session and a list of the attendees will be made available, within 72 hours of the meeting.

Attendance sign in will be required and attendance sign in sheet will be made available to all participants.

- c) If needed, an addendum will be issued clarifying any points and/or answering questions that were asked and sent to all Participants of the Non-Mandatory Pre-Submittal meeting.

5) INQUIRIES AND NO CONTACT POLICY

- a) All questions must be received, in writing, prior to 5:00 p.m. MST, Monday September 27, 2021 and should be directed only to Routt County Purchasing Agent Julie Kennedy at jkennedy@co.routt.co.us.
- b) Questions will be answered by Addenda that will be issued to all Offeror's who received a copy of the RFQu and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Offeror with any County representative, other than the Purchasing Agent listed herein, concerning this RFQu is prohibited. Any such unauthorized contact may cause the disqualification of the Offeror from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

6) CLARIFICATION OF RFQu DOCUMENTS AND ADDENDA

- a) If an Offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these RFQu documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Offeror's requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum to all firms that have received the original RFQu.
- d) RFQu and addenda are listed on the Routt County website under the Purchasing Department and it is the Offeror's responsibility to ensure they have all addenda pertaining to this RFQu. The Routt County website is: <http://www.co.routt.co.us/195/Purchasing>. Any addenda issued will be numbered sequentially beginning with the number #1.
- e) Number of each addendum received, if any, must be shown on the signature page of response document.
- f) All such addenda shall become part of the contract documents and all Offeror's shall be bound by such addenda.
- g) The County shall not be legally bound by an addendum or interpretation that is not in writing.

7) INDEMNIFICATION

- a) The successful Offeror shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.

- b) The County shall not be legally bound by an addendum or interpretation that is not in writing. It will be the Offeror's responsibility to make inquiry as to the addenda issued.

8) REFERENCES

- a) All Offeror's shall include a list of a minimum of three references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- b) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror's are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

9) INSTRUCTION FOR SUBMITTING QUALIFICATION RESPONSE

- a) Offeror's qualification response submittals must be in strict compliance with this RFQu and failure to comply with all provisions may result in disqualification.
- b) Any qualification response received after the time and date stipulated will not be considered and will be rejected and returned to the Offeror.
- c) Any products and services that are not specifically addressed in this RFQu, but are necessary to provide functional capabilities proposed by the Offeror, must be included in the qualification.
- d) Routt County will not be liable in any way for any of the costs incurred by the Offeror's in preparation of their qualifications in response to this RFQu nor for the presentation of their qualifications or participation in any discussions or negotiations.
- e) Offeror's qualification response **must** include a cover letter which has been signed by an individual authorized to bind the Offeror. All qualification responses submitted without such signature may be deemed non-responsive.
- f) Professional resume(s) stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services.
- g) Experience as planner, engineer or consultant on similar projects and other noteworthy projects. Include name of facility, owner, location of project, budgeted cost and cost at completion, and design merits that responded to program and budget requirements.
- h) Offeror's are to submit written qualification responses which present the Offeror's qualifications, understanding of the work to be performed to complete the proposed scope of work. Identification and description of any special or unique features or additions the Offeror wishes to offer as alternatives or options.
- i) Offeror's qualification response should be prepared simply and economically and should provide all the information which the Offeror considers pertinent to its qualifications for the project and which respond to the Scope of Work and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.
- j) Offeror must clearly mark any material considered to be confidential and will be treated as such by Routt County to the extent permitted by law.
- k) The contract issued to successful planner/consultant is subject to the provisions of Executive Order 11246 (Affirmative Action of Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CFR Part 26

(Disadvantaged Business Enterprise Participation (DBE)). DBE firms are encouraged to participate.

10) SELECTION PROCEDURE

- a) Selection will be based on FAA Advisory Circular 150-5100-14E, including but not limited to the quality of previous airport/aviation related projects, reputation, background, degree of interest shown and experience with the Yampa Valley Regional Airport and similar airports.
- b) The selection committee may engage in individual discussions with Offeror's deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such Offeror's will be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the selection committee may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services.
- c) Proprietary information from competing Offeror's shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the RFQ and all information developed in the selection process to this point, the selection committee shall select in the order of preference two or more Offeror's whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to Routt County can be negotiated the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- d) Should the selection committee determine in writing and at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror or further qualifications may be sought.
- e) Upon review of the submittal material, Routt County may reduce the list of applicants to approximately three for oral presentation before the selection committee who will make recommendations to the County Commissioners. The County Commissioners will make the final award. A detailed scope of work will be developed with the selected consultant as each project is developed. Firm consulting fees will be negotiated, utilizing an independent cost estimate, for the service to be performed under FAA and PFC grants as approved by the FAA and/or State of Colorado Division of Aeronautics. Routt County may choose to use the contract for up to five years. Submittals shall not include references to cost.

11) EVALUATION CRITERIA

- a) After receipt of qualifications, the County will use the following factors in selecting the firm for the contract:
 - i) General Approach to the Project: Provide a narrative or other form to explain your intended approach to the overall project.

- ii) Experience: Each firm will be evaluated based on its overall experience providing varied planning services for airport projects, experience with planning specific to mountain airports, and experience with local government projects and regulations. Evaluation of experience will include the following:
 - (1) Resumes of the proposed members of the program and design team who will be committed to the project. Resumes must include a description of the person’s qualifications and past experience with similar projects.
 - (2) The firm’s experience in the planning and design of airport projects. Provide specific examples of similar projects and owner contact information.
 - (3) Familiarity with FAA Procedures and Personnel: Provide an explanation of your experience with FAA regulations, policies, procedures, and personnel. Specifically, describe your experience in the Northwest Mountain Region and with the Denver Airports District Office (ADO).
- iii) Familiarity with Routt County: Provide a narrative describing familiarity with Routt County and the government offices and people in this region, familiarity with local conditions and practices.
- iv) Legal Issues: Are any lawsuits; Federal, State, or local tax liens; or any potential claims or liabilities pending against you, your firm or the officers of the firm at this time? If yes, please explain.

12) COUNTY SUPPORT

The County shall:

- a) Provide to contractor all information in possession of the County which relates to the County’s requirements for the project or which is relevant to the project.
- b) Examine all studies, reports, sketches, drawings, specifications, qualification responses, schedules and other documents presented by the consultant.
- c) Designate a person to act as the County’s representative with respect to the work to be performed under this contract. Such person shall have the authority to transmit instructions, receive information, interpret and define the County’s policies and decisions with respect to the contract.

13) BASIS FOR AWARD

- a) Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in this RFQu, and any other information or factors deemed relevant by the County, shall be used in the final award.

14) CONTRACT DOCUMENT

- a) The contract that will be used will be a Routt County Professional Services Agreement with attachments including the Offeror’s qualification response and detailed scope of work. A sample Routt County Agreement Regarding Provision of Professional Services is at the end of this RFQu for your review.

15) PROJECT SCHEDULE

RFQu Sent to Suppliers	Thursday, September 16, 2021
Non-Mandatory Pre-Submittal Meeting	Thursday, September 23, 2021 1:00 p.m. MT

Last Day for Questions from Supplier	Wednesday, September 27, 2021
RFQu Response Due	Friday, September 30, 2021 1:00 p.m. MT
Offeror Interviews (if needed)	Week of October 4, 2021
Recommend Supplier to the BCC	Tuesday, October 19, 2021
Fully Executed Contract Documents	Tuesday, October 26, 2021

16) PROPOSED SCOPE OF WORK

- a) Provide updated guidance for future general aviation development at YVRA through a General Aviation Development Plan that will satisfy current general aviation demand—
Immediate Need Project:
- i) Specific objectives of the planning process include:
 - (1) Determine projected general aviation needs through the year 2032.
 - (2) Recommend improvements which will enhance the general aviation facilities' capacity to the maximum extent possible.
 - (3) Produce a current and accurate General Aviation Facilities Plan.
 - (4) Establishing a schedule of development priorities and a phased program for the improvements proposed in the plan.
 - (5) Prioritize the capital improvement program.
 - (6) Develop active and productive tenant/user involvement throughout the planning process.
- b) Develop a cost-effective terminal area plan in compliance with FAA Advisory Circular *Airport Terminal Planning* AC 150/5360-13A – **Immediate Need Project:**
- i) Considering the rapid growth of the Airport and community:
 - (1) Identify problems at the existing terminal facility by conducting a Situation Assessment, and then determine which problems will be addressed in this plan.
 - (2) Identify the unique operational and environmental conditions of the Airport and incorporate them into the conceptual expansion plan.
 - ii) Provide a subsequent project design and construction financial estimates and phasing plan that will be incorporated into the YVRA Capital Improvement Plan.
- c) Preparation of the Airport Master Plan Update shall be accomplished in accordance with current FAA requirements, regulations, rules, policies, grant assurances and Advisory Circulars (ACs), including, but not limited to:
- *Airport Improvement Program (AIP) Handbook* - FAA Order 5100.38C
 - *Airport Master Plans* - AC 150/5070-6B
 - *Airport Design* - AC 150/5300-13A
 - *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards Document Information* - AC 150/5300-18B
 - *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* - as outlined in FAA-AC150/5100-14D.
- i) The Master Plan shall include a full list of key elements as found in AC-150/5070-6b. The complexity of the individual elements will vary, depending on each particular element and the recent infrastructure improvements of the airfield. Each element

- shall be analyzed to the extent required to produce a meaningful Master Plan Update. Emphasis shall be placed on the following:
- ii) Detailed analysis on all precision and non-precision approaches for future aviation demand.
 - iii) Analyze air service markets and prepare commercial and GA activity forecasts.
 - iv) Prepare assessments of facility requirements needed to meet demand forecasts.
 - v) Analyze alternatives for major development areas.
 - vi) FAA-AC approved economic analysis and financial planning.
 - vii) Inventory existing facilities and update base mapping.
 - viii) Identification of future capital improvements based on the analysis of existing and future demand as well as a financial evaluation which will identify how those improvements may be funded and prepare a 20 year Capital Improvement Plan.
 - ix) Assess environmental impacts of proposed projects and the need for additional environmental documentation.
 - x) A vision of future aviation trends and an airport development timeline needed to utilize them to the fullest extent possible.
 - xi) Effective outreach to the public and stakeholders.
 - xii) Create an updated set of Airport Layout Plan drawings including eALP.
- d) Consultation firms shall have extensive, recent and direct experience in all phases of a Master Plan development including:
- (1) Plan of study
 - (2) Scope of services
 - (3) Negotiation of fees
 - (4) Aviation planning
 - (5) Land use
 - (6) Environmental planning
 - (7) Aviation engineering
 - (8) Financial planning for general aviation airports

**SAMPLE AGREEMENT
REGARDING PROVISION OF PROFESSIONAL SERVICES**

(May be revised to meet specifics of RFQu)

This Agreement Regarding Provision of Professional Services (the "Agreement") dated as of «Date of Contract», is between «Name of Contractor» ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

A. County has heretofore requested Qualifications from various consultants for: On-Call Planning Services (the "Project");

B. Contractor has submitted to the County a Qualification for the Project and represented to County that it has the expertise and personnel necessary to properly complete the Project;

C. After considering the Qualifications submitted by various consultants for the Project, the Board has decided to accept the Qualification of Contractor for the Project subject to the execution of a contract between the Contractor and County acceptable to the Board; and

D. Contractor and County intend by this Agreement to set forth the services to be provided by the Contractor in connection with the projects and related terms and conditions to govern the relationship between Contractor and County. No specific work is required under this Agreement, which is intended to create a framework for all work done pursuant to subsequent amendments to this Agreement. Contractor and County will enter into one or more amendments to this Agreement specifying the specific work to be completed.

Terms and Conditions

1. Scope of Project: The scope of work contemplated under the Agreement includes, but is not limited to planning services for the following anticipated projects:

- Provide updated guidance for future general aviation development at YVRA through a General Aviation Development Plan that will satisfy current general aviation demand– **Immediate Need Project:**

(a) Specific objectives of the planning process include:

(i) Determine projected general aviation needs through the year 2032.

(ii) Recommend improvements which will enhance the general aviation facilities' capacity to the maximum extent possible.

(iii) Produce a current and accurate General Aviation Facilities Plan.

(iv) Establishing a schedule of development priorities and a phased program for the improvements proposed in the plan.

(v) Prioritize the capital improvement program.

(vi) Develop active and productive tenant/user involvement throughout the planning process.

- Develop a cost-effective terminal area plan in compliance with FAA Advisory Circular *Airport Terminal Planning* AC 150/5360-13A – **Immediate Need Project**:
 - (a) Considering the rapid growth of the Airport and community:
 - (i) Identify problems at the existing terminal facility by conducting a Situation Assessment, and then determine which problems will be addressed in this plan.
 - (ii) Identify the unique operational and environmental conditions of the Airport and incorporate them into the conceptual expansion plan.
 - (iii) Provide a subsequent project design and construction financial estimates and phasing plan that will be incorporated into the YVRA Capital Improvement Plan.

- Preparation of the Airport Master Plan Update shall be accomplished in accordance with current FAA requirements, regulations, rules, policies, grant assurances and Advisory Circulars (ACs), including, but not limited to:
 - *Airport Improvement Program (AIP) Handbook* - FAA Order 5100.38C
 - *Airport Master Plans* - AC 150/5070-6B
 - *Airport Design* - AC 150/5300-13A
 - *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards Document Information* - AC 150/5300-18B
 - *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* - as outlined in FAA-AC150/5100-14D.
 - (a) The Master Plan shall include a full list of key elements as found in AC-150/5070-6b. The complexity of the individual elements will vary, depending on each particular element and the recent infrastructure improvements of the airfield. Each element shall be analyzed to the extent required to produce a meaningful Master Plan Update. Emphasis shall be placed on the following:
 - (i) Detailed analysis on all precision and non-precision approaches for future aviation demand.
 - (ii) Analyze air service markets and prepare commercial and GA activity forecasts.
 - (iii) Prepare assessments of facility requirements needed to meet demand forecasts.
 - (iv) Analyze alternatives for major development areas.
 - (v) FAA-AC approved economic analysis and financial planning.
 - (vi) Inventory existing facilities and update base mapping.
 - (vii) Identification of future capital improvements based on the analysis of existing and future demand as well as a financial evaluation which will identify how those improvements may be funded and prepare a 20 year Capital Improvement Plan.
 - (viii) Assess environmental impacts of proposed projects and the need for additional environmental documentation.
 - (ix) A vision of future aviation trends and an airport development timeline needed to utilize them to the fullest extent possible.

- (x) Effective outreach to the public and stakeholders.
- (xi) Create an updated set of Airport Layout Plan drawings including eALP.

Contractor and County will enter into one or more amendments to this Agreement specifying the specific work to be completed.

2. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, County shall pay to Contractor an amount agreed upon for services provided included in the amendments to this Agreement. The compensation to be paid to Contractor shall be paid via County check.

During the Project, Contractor shall submit billings for its reimbursable costs and work performed in connection with the Project on a monthly basis no later than the 10th day of the month following the month in which the work billed was done.

Such billings shall be submitted to «Project Administrator» for review and approval and shall segregate reimbursable costs from charges for professional services and, upon request, Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of County under this Agreement beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board of County which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

3. Time for Completion of Project: Contractor shall work diligently to complete the work under the amendment within the number days allotted as executed by County. County recognizes however, that there may be delays in the completion of the work beyond the control of the Contractor and County, therefore, agrees that Contractor's obligation hereunder is one of diligence and is not a covenant or representation that the Project will be completed within said time period. Contractor shall, however, be responsible for promptly notifying County of delays in the completion of the Project which Contractor believes are attributable to County.

4. Personnel: Contractor understands that in retaining Contractor, County is relying primarily upon the expertise and personal abilities of «Contractor's Employee». This Agreement is conditioned upon the continuing direct personal involvement of «Contractor's Employee» in the Project. County understands that others may work on portions of the Project. However, those employees shall be under the direct supervision of «Contractor's Employee». In the event that «Contractor's Employee», for any reason, is unable to remain involved in the Project, or in the event

that «Contractor's Employee» ceases to be involved in the Project as planned, Contractor shall immediately advise County of such fact and County shall have the option to terminate this Agreement and shall be entitled to the return of all previously paid amounts for Contractor's regular hourly charges.

Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.** Contractor shall maintain commercial general liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1,000,000 and a deductible of not more than \$1,000. Prior to commencement of work on the Project, Contractor shall cause County to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required hereby is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

5. **Employment of Illegal Aliens:** This Agreement is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement 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 this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D. (1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the

subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

6. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement, County is relying upon the personal services and reputation of «Contractor's Employee». Therefore, Contractor may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

7. Conflicts of Interest: Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

8. Confidentiality: Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

9. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof for purposes other than the Project without the written consent of County.

10. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the

indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

11. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 10 days' written notice to Contractor without cause; provided, however, that within 30 days following such termination Contractor shall render a final billing for work completed and expenses incurred to the date of termination which shall be paid by County in accordance with Paragraph 2 hereof. In the event that County fails to pay any billing by Contractor for Work hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

12. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor:	«Name of Contractor» «Contractor's Mailing Address» «Contractor's Physical Address» «City», «State» «Zip Code» Attn: «Contractor's Employee»
County:	Routt County Board of Commissioners 522 Lincoln Avenue Suite #30 Steamboat Springs, Colorado 80477
With copy to:	Yampa Valley Regional Airport Attn: Airport Director 11005 RCR 51A P.O. Box 1060 Hayden, Colorado 81639

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

13. Attorney Fees: In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by both parties hereto.

15. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

16. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

«Name of Contractor»

By: _____
Title: _____

Routt County, Colorado

By: _____
Timothy V. Corrigan, Chair
Board of County Commissioners

ATTEST:

Kim Bonner
Routt County Clerk