

TOWN OF GRAND LAKE PRIORITIES STRATEGY PROPOSAL

10.22.24



The Antero Group



October 22, 2024

Mr. Steve Kudron
Mayor and Interim Management
Town of Grand Lake
Grand Lake, CO 80447-0099

Re: Grand Lake Priorities Strategy Proposal

Dear Mayor and Town Board:

The Antero Group, LLC (Antero) is pleased to present this proposal to support the development of a priorities strategy for the Town of Grand Lake (“Town” or “Grand Lake”) to assist in near term priorities for organization purposes. Antero Group has extensive meeting facilitation, capital planning, and project development experience. We have met with Town officials regarding multiple projects and have a good understanding of various opportunities and interests. This proposal is intended to assist in connecting project concepts to implementation tools and resources. We are open to discussing any element of this proposal.

We have outlined for your use below a Project Understanding, Scope of Work, Project Schedule, and proposed Fees.

PROJECT UNDERSTANDING

We understand the Town of Grand Lake is in a transitional phase, with multiple proposed and conceptual projects, as well as some internal staffing changes, which create opportunities to evaluate the Town’s priorities. This includes evaluating opportunities both relative to needs and capacities. Additionally, examining some of these opportunities relative to outside resources, such as funding and other local, state, and private-sector partnerships. Some of these projects include:

- Hotel Development
- Workforce Housing
- Arts and Crafts Space Projects
- Various Community Events
- Infrastructure Needs
- Rocky Mountain National Park Connectivity
- East Troublesome Fire Recovery
- And Other Projects, as defined by Town of Grand Lake officials.

The below Scope of Work outlines a proposed structure and related tasks that will help the Town identify its priorities and to connect these priorities to implementation strategies.

SCOPE OF WORK

The Antero Group and its Project Team proposes to complete the following Scope of Work.

Town of Grand Lake Priorities Workshop

Antero Group will conduct a workshop with Town elected officials and staff to assist in prioritization of various projects. This workshop will include the following elements:

- Collection and review of relevant existing documents and project information, including:
 - Proposed Public Projects
 - Publicly Owned Land
 - Existing Planning Documents
 - Infrastructure Needs, as defined by Town officials and staff.
 - Grand Lake Adjacent Projects, including:
 - Rocky Mountain National Park
 - Grand County
 - Private Developments
 - Columbine Community
 - Colorado Department of Transportation Projects
- *Kickoff Meeting*: Antero Group will conduct an initial kickoff meeting to review existing data, project schedule, stakeholder list, and communication protocols.
- *Project Workshop*: Antero Group proposes to conduct a project workshop with Town elected officials and staff, as determined by the Town. This workshop will include:
 - *Summary of proposed project*
 - *Meeting Agenda*
 - *Workshop Presentation and Questions*
 - *Meeting Minutes*
- *Prioritization Strategy Memorandum*
 - *This document will summarize the findings and recommendations for prioritization.*
 - *It will also align the priorities with known available funding sources, where applicable.*

DELIVERABLES: Meeting Minutes, Meeting Agenda, Workshop Presentation, Prioritization Strategy Memorandum

ASSUMPTIONS AND CLARIFICATIONS

In preparation of this proposal, we have made the following Assumptions and Clarifications:

- Documents will be prepared and marked as For Review until final approval;
- Meetings beyond those within the Scope of Work will be billed on a time and materials basis;
- Client will support data collection efforts by coordinating with in-house resources;

- We will work with your office as the primary point of contact. This point of contact will distribute questions and review documents via email and hardcopy to Antero;
- Mapping, GIS, and data collection will be completed in either GIS or AutoCAD formats;
- Client will coordinate meeting locations and publication of meetings;
- Meeting refreshments and venue costs not included in project price and will be covered by the Town;
- Printing costs will be billed on a time and materials basis with a 15% markup;
- Past project documents will be accessible by The Antero Group, when necessary; and,
- To facilitate communication and responsiveness, the Antero Group is permitted to freely discuss elements of this project with other municipal consultants, State of Colorado, Grand County, and others.

SCHEDULE AND DELIVERABLES

We will work with the Town to determine a date for the proposed workshop.

FEE ESTIMATE

Associated fees are as follows and will be billed on a time and materials basis for the anticipated amount of \$12,500.00.

Project fees are based on the Scope of Work included herein. Should conditions change, including new information, project schedule, scope of work, or other project elements, we will work with the Client to modify this proposal accordingly. Work outside of the above Scope of Work will be completed on a time and materials basis according to the attached Fee Schedule. All work will be summarized in a monthly invoice, issued electronically to the Client on the first Friday of each month. Payment within 30 days of the invoice date is appreciated.

AUTHORIZATION

Should this proposal meet your expectations, please authorize by signing in the space provided below. Authorization of this proposal indicates compliance with the attached Terms and Conditions. This proposal is valid for 30 days from the date of issuance. Alterations to this proposal may only be made with the consent of both the Antero Group and the Client.

The project team appreciates this opportunity to work with you on this project. Should you have any questions regarding this proposal, please feel free to call or email, 773-403-5137, eneagu@anterogroup.com

Sincerely,



Eric V. Neagu, PE, LEED AP
Principal

Attachments: General Terms and Conditions
Fee Schedule

Proposal Approval

Signature

Print Name

Date



Signature

Eric V. Neagu, PE, LEED AP
Print Name

10.22.24
Date

ANTERO GROUP STANDARD TERMS AND CONDITIONS OF CONSULTANT SERVICES

All sales of Consultant services, design services, detail drawing services, consulting and training services, and inspection and analysis services by Antero Group (collectively referred to herein as “Consultant Services”) are subject to the following terms and conditions. All proposals, quotations or acknowledgments issued by Antero Group are an offer to sell Consultant Services pursuant to these terms and conditions. Antero Group objects to any additional or different terms contained in any documentation submitted by Client. No waiver or modification of these terms and conditions shall be binding on Antero Group unless authorized in writing by Antero Group. Antero Group’s acceptance of any order is contingent upon the receipt of a valid purchase order from the Client.

SCOPE. The scope of work for the Consultant Services to be provided to Client is specifically set forth in the proposal, quote, or acknowledgment submitted to Client by Antero Group. If Client requests a change in the scope of the Consultant Services to be provided, Antero Group reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that Antero Group is providing the Consultant Services only and is not providing or participating in the provision of any product(s). Antero Group will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

CLIENT OBLIGATIONS. Client shall make available in a timely manner at no charge to Antero Group all drawings, technical data, measurements, or other information and resources reasonably required by Antero Group for the performance of the Consultant Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client.

PRICES/TAXES. Prices for the Consultant Services are subject to escalation in the event of an increase in costs associated with the project. Unless otherwise stated or agreed, Antero Group’s prices do not include sales, use, or similar taxes.

PAYMENT TERMS. Standard payment terms are net 30 days for creditworthy Clients. For all orders greater than \$50,000, progress payments will normally be required as specified in the quotation.

LIMITED WARRANTY. Antero Group will provide the Consultant Services in accordance with generally accepted professional Consultant practices using reasonable care and skill consistent with that ordinarily exercised by members of the profession under similar conditions. However, due to the nature of the Consultant Services being provided, Antero Group cannot fully guarantee the success of Client’s project. As such, except as set forth in this Section, Antero Group makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Consultant Services furnished under this Agreement. Antero Group specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Consultant Services.

REMEDY FOR BREACH OF THE LIMITED WARRANTY. The parties acknowledge and agree that the Consultant Services are being provided by Antero Group with the expectation that Antero Group is not assuming any financial or operational risks of the Client. In the event Antero Group commits an error with respect to or incorrectly performs the Consultant Services, Antero Group shall use commercially reasonable efforts to correct such error, or re-perform such Consultant Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and Antero Group’s sole and exclusive liability, for any

defect or error in the Consultant Services shall be correction, re-performance or substitution of such services by Antero Group.

LIMITATION OF LIABILITY. Antero Group's liability for a claim of any kind arising out of the Consultant Services provided pursuant to this Agreement shall in no case exceed \$1,000,000. In no event shall Antero Group be liable for any special, indirect, incidental or consequential damages, including loss of profits or business interruption or loss of use of equipment, however caused arising from the Consultant Services provided pursuant to this Agreement.

DELIVERY/FORCE MAJUERE. Antero Group shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Antero Group.

CANCELLATION, SUSPENSION OR DELAY. Client may cancel an order for Consultant Services upon written notice to Antero Group and payment of an agreed upon cancellation charge, which shall include all costs incurred by Antero Group up to the date of the cancellation. A purchase order may be suspended or delayed by Client with Antero Group's prior written consent. If Antero Group agrees to a suspension or delay, Client shall reimburse Antero Group for all costs incurred up to the date of such suspension or delay. All other costs related to and risks incidental to resumption of the Services shall be borne by Client.

DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, Consultant calculations, notes, and other documents and instruments prepared or furnished by Antero Group (collectively the "Documentation") are the property of the St. Joseph County, Indiana Redevelopment Commission. The Documentation is not intended or represented to be suitable for use on any other project.

INTELLECTUAL PROPERTY RIGHTS. Each party shall retain ownership of all intellectual property it had prior to commencement of the Consultant Services. However, Antero Group shall own exclusively all rights in any ideas, inventions, or works of authorship created in or resulting from the Consultant Services, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, trademark rights and other intellectual property rights, and Client will execute assignments as necessary to achieve that result.

UNAUTHORIZED CHANGES. Antero Group shall have no liability to Client or others for changes made to the Documentation by Client without Antero Group's prior written approval.

INDEMNITY. Antero Group hereby agrees to indemnify, hold, and save Client harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character, including attorney fees, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the acts, omissions and/or negligence of Antero Group, its employees, agents or others for whose acts Antero Group is responsible under this Agreement.

COMPLIANCE WITH LAWS. The parties agree to comply with all applicable federal, state, or local laws in connection with the Consultant Services being provided pursuant to this Agreement.

ASSIGNMENT. Client may not assign the Agreement between Antero Group and Client without the prior written consent of Antero Group.

THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Antero Group. Antero Group's Consultant Services are being performed solely for Client's benefit, and no party or entity shall have any claim against Antero Group because of this Agreement or the performance or nonperformance of the Consultant Services.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

INDIANA LAW AND VENUE. This Agreement and all transactions contemplated hereby shall be governed by, construed in accordance with, and enforced under the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana. The Parties agree to submit to the exclusive jurisdiction and venue of the Circuit or Superior Courts of St. Joseph County, Indiana.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Client and Antero Group and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Antero Group.



General Fee Schedule 2022

Principal	\$215.00/hr
Senior Director	\$200.00/hr
Director	\$190.00/hr
Senior Project Manager	\$180.00/hr
Project Manager	\$165.00/hr
Senior Project Engineer	\$155.00/hr
Senior Planner	\$155.00/hr
Project Engineer	\$135.00/hr
Staff Engineer	\$110.00/hr
Planner	\$110.00/hr
Staff Scientist	\$110.00/hr
Creative Specialist	\$110.00/hr
CAD technician	\$95.00/hr
Clerical	\$75.00/hr
Printing	Cost + 15%

This General Fee Schedule is for reference purposes only. Select project fees may vary depending on the nature of the project. In all cases, The Antero Group is open to discussing project fees and can develop client-specific fee schedules for select clients.