

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 21 – SERIES 2023**

**A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING
SERVICES AGREEMENT BETWEEN STOLFUS AND ASSOCIATES,
INC AND THE TOWN OF MINTURN FOR PHASE II OF THE
EXPANSION OF THE SIDEWALK NETWORK IN SOUTH MINTURN
AND AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO
SIGN THE AGREEMENT.**

WHEREAS, The Minturn Town Council has reviewed the Engineering Services Proposal with Stolfus and Associates and deems it acceptable; and,

WHEREAS, The Town Council desires to engage Stolfus and Associates as presented in the attached agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO:**

SECTION 1: The Minturn Town Council hereby approves the Professional Services Agreement between Stolfus and Associates and the Town of Minturn, Colorado and authorizes the Mayor or designee to execute said agreement.

SECTION 2: This resolution to be in full force and effect from and after its passage and approval.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
2ND day of August, 2023.**

TOWN OF MINTURN

By: 
Earle Bidez, Mayor

ATTEST:


Jay Brunvand, Town Clerk



TOWN OF MINTURN, COLORADO
Design and Engineering Services

CDOT RMS Grant – US Highway 24 Pedestrian + Drainage Improvements
CDOT Sub Account Number: 25362
Project Number: M890-002

July 27, 2023

INTRODUCTION

The Town of Minturn has identified a need to improve pedestrian facilities along Main Street (US Highway 24) between the mid-block pedestrian crossing (end of Phase I project) and Boneyard Open Space. The project will expand the local multimodal network and provide an accessible route for people with disabilities. Design of this project has been completed to the FOR level.

The Town of Minturn has obtained Revitalizing Main Streets Grant funding for the design and construction of the proposed improvements. This scope of work identifies the work elements necessary to complete final design and advertisement/bid assistance of the improvements described above including the necessary clearances required for the CDOT Local Agency review process.

The project will be constructing the continuation of sidewalk and drainage improvements on both sides of the project limits along Main Street. This task order identifies the scope of work necessary to provide one final round of design review and complete plan, specification, and estimate construction documents through advertisement.

WORK SCOPE

Work Element 1: Project Administration/Management

Stolfus & Associates, Inc. (Stolfus) with support from Inter-Mountain Engineering (IME), Farnsworth Group, Inc. (Farnsworth), Pinyon Environmental (Pinyon), HDR, and T2 Utilities (T2) will review and process invoices monthly and provide other project administration/management services (coordination and product review) throughout the duration of the project. Stolfus will be responsible for day-to-day management and coordination of the work elements. Stolfus will coordinate with the Town on project progress.

Work Element 2: Initial Project Meeting

Immediately after receipt of notice to proceed, Stolfus, Farnsworth, IME, T2, Pinyon, and HDR will hold a kickoff (scoping) meeting with Town staff and CDOT as identified by the Town. This Work Element will confirm the scope of work, project schedule, work elements to be provided by CDOT and provide an opportunity to confirm design-related issues and requirements. Stolfus will be responsible for scheduling the meeting, preparing meeting exhibits, and participating in the meeting.

Meeting notes will be generated and distributed to the meeting attendees by Stolfus. It is assumed that the project kick-off meeting will be held virtually.

Work Element 3: Sidewalk/Roadway Design

The team completed FOR design for Main Street as part of a previous task order. Final design of the sidewalk will include finalizing horizontal and vertical geometry and project impacts including roadway patching and/or widening. Curb ramp layouts will be finalized. It is assumed that curb ramps can be constructed utilizing CDOT standard details, so no curb ramp details will be provided at final design.

Work Element 4: Driveway Design

Driveway Design will include the development of horizontal and vertical geometry and project impacts. It is assumed that 32 driveway exhibits will be created to be included in the plan set and access documentation. The driveway exhibits will include a plan and profile view with all impacts identified for the CDOT 138 access permitting process, as well as for construction of the driveways. Stolfus will assist with CDOT Forms 138's including a matrix of properties with access modification. It is assumed that CDOT will prepare and distribute the Form 138's.

Work Element 5: Traffic Design

Signing and striping plans will be finalized according to 2009 MUTCD guidance and CDOT Standard Plans. Construction traffic control will be determined and quantities for traffic control devices during construction will be tabulated. Suggested construction phasing and device plans are included. CDOT Form 859 will be prepared at final design and submitted with a construction schedule.

Work Element 6: Specialty Unit and Subconsultant Design Coordination

Stolfus will coordinate with subconsultants on design and work elements. These include survey, drainage and utility design, SUE, and environmental coordination. Stolfus will coordinate with CDOT Specialty Units and facilitate communication with subconsultants as needed. A field visit is also included and will be coordinated with subconsultants as-needed.

Work Element 7: Right-of-Way Coordination

Stolfus will work with the team and Town to support the right-of-way acquisition process. It is assumed that all coordination will be among the team, CDOT Right-of-Way staff, and region representatives. These services will be provided on an as-needed basis. Stolfus will confirm easement shapes once final design updates are completed. It is estimated that there are approximately 18 properties with easements along the corridor. For the purposes of this scope, Stolfus will assume up to two (2) properties will need revisions from the design team based on feedback from the property owner. This scope of work also includes up to 32 hours for Stolfus to respond to questions from the right-of-way acquisition team. Stolfus will provide plan revisions and question responses when requested by the property owners. Stolfus will revise up to two driveway plan/profile exhibits. Stolfus will attend the Right-of-Way Plan Review (ROWPR) meeting and provide comments. Stolfus will inventory existing fences and recommend proposed fence type, material, and location, and determine which fences should be reset vs. placed as new material.

Work Element 8: Plan Production and QA/QC

Plans depicting the project designs will be prepared at the Design Office Review (DOR) and Plans, Specifications, and Estimates (PS&E) stages following CDOT plan submittal processes. Stolfus will provide PDF versions of plans for Town and CDOT circulation and review.

Stolfus will provide QA/QC reviews for the project. We will also provide technical support throughout the project in an advisory capacity. Our review efforts will confirm appropriateness of methodologies used, accuracy of documents, reasonableness of conclusions, document completeness, and overall clarity.

Design Office Review Plans

DOR plans shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections

Scope of Work

CDOT RMS Grant – US 24 Pedestrian + Drainage Improvements

- Geometric Control Plan
- Tabulations
- Removal Plans
- Roadway Plan & Profile
- Roadway Details
 - Driveway Plan & Profile (included in Work Element 4)
- Drainage Plans, Profiles, and Details
- Utility Plans and Matrix
- SWMP Erosion Control Plans and Template
- Signing & Striping Plans
- Suggested Construction Phasing
- Cross Sections (for information only)

Specifications will be prepared.

Plans, Specifications, and Estimate (PS&E) Plans

PS&E plans will finalize the project documents in preparation for advertisement and address all comments from DOR.

Work Element 9: Advertisement and Bid Assistance

The team will be available to provide support during advertisement and assist with revisions while the project is under advertisement. Stolfus will attend the pre-bid meeting. It is assumed that the pre-bid meeting will be held virtually.

Work by Others/Exclusions

As a result of our review of the requirements for this project and discussions with the Town, various items will be provided and/or completed by CDOT or are excluded from this scope of services. If additional services are needed, the Stolfus team can provide those services in addition to the original approved scope and fee on a time and materials basis at the Standard Hourly Rates, with prior written approval from the Town. These items include:

- Major changes to the design (not anticipated):
 - Sidewalk location
 - Pavement width
 - Other items that require design that differs from the FOR submittal
- Public Involvement
- Public Involvement materials – boards, displays, or graphics
- Town Council Involvement
- Environmental, clearances and permits
- Structural Design (not anticipated)
- Lighting Design
- Landscaping Design
- Phasing and Traffic Control Device Plan
- Irrigation System Design and Plan
- Printing and reproduction of all plans and specifications for bid and/or construction purposes
- Construction observation, contract management and inspection
- Website
- Construction Project Management
- Pavement or materials investigation/design
- Utility relocation design
- Alternatives analysis, including alternate sidewalk alignments

Scope of Work

Town of Minturn

Project Code: 25362

CDOT RMS Grant – US 24 Pedestrian + Drainage Improvements

July 27, 2023

- Funding and phasing scenarios
- Curb ramp details

Refer to the subconsultants' scopes of work for a list of their exclusions in addition to the items listed here.

SCHEDULE AND FEE

Based on our current workload, Stolfus can begin work on this project immediately upon notice to proceed. Anticipated completion of work items is approximately fifteen (15) months from notice to proceed. We will complete this work at our 2023 Standard Hourly Rates. A breakdown of the scope of services and fee for our entire team is shown below.

Firm	Scope of Services	Total Fee
Stolfus and Associates, Inc.	Project Management, Roadway, and Traffic Design	\$99,180
HDR, Inc.	Right-of-Way Acquisition Services	\$79,701
T2 Utility Engineering	Subsurface Utility Engineering	\$49,115
Inter-Mountain	Drainage, Stormwater Management, Utilities, and Survey	\$31,475
Pinyon Environmental	Historic and Hazardous Materials Clearance Support	\$12,167
Farnsworth	Right-of-Way Plans	\$27,962
	<i>TOTAL</i>	<i>\$299,770</i>

End of Scope



Client:	Michelle Metteer	Client PM:	Jenna Siegel	Date:	7/21/2023
Project:	US 24 Pedestrian & Drainage Improvements	Project #:		By:	CCS
Location:	Minturn, CO	Base Budget?			
Date Requested:		Add'l Service?		5	Subconsultants
Requested by:	Michelle Metteer	Anticipated Duration		15	months

Scope Summary

Work Element	Principal \$245.00	PE-5 \$215.00	PE-3 \$195.00	PE-2 \$170.00	PE-1 \$155.00	EI3 \$140.00	EI2 \$135.00	EI1 \$130.00	Student Intern \$75.00	Accountant \$105.00	Admin Asst. 1 \$80.00	TASK HRS	PHASE TOTAL
Work Element 1 - Proj. Admin/Mgmt/Meetings		\$2,580.00	\$4,485.00							\$1,680.00			\$8,745.00
Coordination			15									15	\$2,925
Contract Admin/Billing		8								16		24	\$3,400
Progress Meetings w/ Town		4	8									12	\$2,420
Subtotal Hours		12	23							16		51	
Work Element 2 - Initial Project Meeting		\$645.00	\$1,365.00										\$2,010.00
Kickoff Meeting Prep		1	3									4	\$800
Kickoff Meeting		2	2									4	\$820
Meeting documentation			2									2	\$390
Subtotal Hours		3	7									10	
Work Element 3 - Sidewalk/Roadway Design		\$430.00	\$2,535.00				\$8,640.00						\$11,605.00
Paraline Alignments -- profile tweaks based on updated survey (2 algs)			4				16					20	\$2,940
Connecting road profile - refresh			1				8					9	\$1,275
Modeling		2	8				40					50	\$7,390
Subtotal Hours		2	13				64					79	
Work Element 4 - Driveway Design & Exhibits		\$860.00	\$7,020.00		\$12,400.00		\$540.00	\$8,840.00			\$1,920.00		\$31,580.00
Driveway Horizontal Alignments (32 driveways)			4		16							20	\$3,260
Driveway Vertical Alignments		1	8		48							57	\$9,215
Driveway sheet layouts		1	16		16			64				97	\$14,135
Form 138 spreadsheet		2	8				4	4			24	42	\$4,970
Subtotal Hours		4	36		80		4	68			24	216	
Work Element 5 - Traffic Design		\$645.00	\$1,950.00					\$2,860.00					\$5,455.00
Signing and Striping Refresh								6				6	\$780
Construction Phasing		2	4					16				22	\$3,290
CDOT Form 859 and Construction Schedule		1	6									7	\$1,385
Subtotal Hours		3	10					22				35	
Work Element 6 - Specialty Unit and Subconsultant Design Coordination		\$860.00	\$7,605.00		\$1,705.00								\$10,170.00
Monthly meetings (assume 5)		2	5		5							12	\$2,180
Survey Coordination			4									4	\$780
Drainage/Utility Coordination			8									8	\$1,560
SUE Coordination			8									8	\$1,560
Environmental Coordination		2	8									10	\$1,990
Field Meeting			6		6							12	\$2,100
Subtotal Hours		4	39		11							54	
Work Element 7 - ROW Coordination		\$860.00	\$2,340.00		\$620.00		\$1,080.00	\$2,080.00					\$6,980.00
ROW Shapes			1		4							5	\$815
ROWPR			3									3	\$585
ROW Assistance, Plan updates, Driveway updates		4	8				8	16				36	\$5,580
Subtotal Hours		4	12		4		8	16				44	
Work Element 8 - Plan Production and QA/QC		\$1,505.00	\$6,240.00				\$3,240.00	\$8,840.00					\$19,825.00
Front end sheet updates + Typical Sections			2					8				10	\$1,430
Geometric Control		1	2					4				7	\$1,125
Rmvl/Rdwy (4 sheets each)		1	4					16				21	\$3,075
Cross Sections			4				12					16	\$2,400
Tabulation updates		1	4				4	16				25	\$3,615
Specification updates		2	8									10	\$1,990
Address DOR comments		2	8				8	24				42	\$6,190
Subtotal Hours		7	32				24	68				131	
Work Element 9 - Advertisement and BID assistance		\$860.00	\$1,950.00										\$2,810.00
Pre-Bid Meeting (virtual)			2									2	\$390
Advertisement Assistance		4	8										\$2,420
Subtotal Hours		4	10									14	
Total Hours		43	182		95		100	174		16	24	634	
Total Raw Labor \$		\$9,245.00	\$35,490.00		\$14,725.00		\$13,500.00	\$22,620.00		\$1,680.00	\$1,920.00		\$99,180.00
SUBCONSULTANTS/VENDORS													
Type Service Provided													Budget
HDR ROW Acquisition													\$79,701
T2 SUE													\$49,115
Inter-Mountain Drainage, SWMP, Utilities, Survey													\$31,475
Pinyon Environmental													\$12,167
Farnsworth ROW Plans													\$27,962
Total Subconsultants													\$200,420
EXPENSES:													
expense cost units only													
Mileage 0.855 mi 260													\$170.30
Hotel 96.00 night													
Per Diem 59.00 day													
Outside Reproduction 200.00 at cost													
Other 200.00 at cost													
TOTAL SERVICES													\$299,770



July 27, 2023

Jenna Siegel, PE, PMP
Transportation Engineer
Stolfus & Associates, Inc.
5690 DTC Boulevard, Suite 330W
Greenwood Village, CO 80111

RE: *Scope of Work and Fee for HDR to Provide Right of Way Services as a Subconsultant to Stolfus & Associates, Inc. for the Town of Minturn's US Highway 24 Phase 2 Project*

Dear Jenna,

The attached scope of work and fee are HDR's proposal to provide right of way services as a subconsultant to Stolfus & Associates, Inc. for the Town of Minturn's US Highway 24 Phase 2 Project. The attached scope outlines our project approach along with proposed deliverables that we plan to complete. Our fee proposal is \$79,700.75.

Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Jamieson'.

Greg Jamieson
Senior Right of Way Project Manager

Attachments:
Scope of Work and Fee Proposal



SCOPE OF WORK
July 27, 2023

Stolfus/Town of Minturn - ROW Services for
U.S. Highway 24 Pedestrian & Drainage Improvements Project

SECTION 1: PROJECT SPECIFIC INFORMATION

PROJECT BACKGROUND

The Town of Minturn is designing a project (hereinafter referred to as the "Project") to improve the pedestrian, bicycle and drainage improvements on U.S. Highway 24 from South Minturn to the Boneyard Open Space Park (MP 146.13 to MP 146.5). The Project will construct an attached 6' sidewalk that is ADA compliant with curb ramps, parallel parking lanes, curb and gutter, and drainage infrastructure to connect the pedestrian network between downtown Minturn and South Minturn. The Project will formalize parking and drainage. The Project will create a visual corridor approaching south Minturn that will provide traffic calming benefits. It will connect residential and commercial properties with the park and open space within the town and it will also provide connections to transit stops and school bus stops along the highway. The Project be designed and constructed in compliance with federal-aid requirements, with the Colorado Department of Transportation (CDOT) as the oversight entity for the federal funds. Stolfus & Associates (Stolfus) is the consultant engineering firm designing the project.

The Town of Minturn and Stolfus have asked HDR to prepare a proposal for right of way (ROW) services for the Project. This scope of work, and its related fee proposal, is submitted in response to this request.

ROW acquisition is anticipated to be needed from the sixteen (16) ownerships in Table 1 below.

Table 1

Impacted Owners						
Parcel No.	APN	Owner Name	Address	Location	Appraisal or WV	Area of Parcel
TE-45	2103-263-16-008	Mary Pat Armistead	1003 HWY 24 Minturn, CO 81645	South Side of US HWY 24	WV	1,249 SQ. FT. (0.029 AC)
TE-46	2103-351-01-022	Mary Pat Armistead	1011 Main Street Minturn, CO 81645	South Side of US HWY 24		225 SQ. FT. (0.005 AC)
TE-47	2103-351-01-023	William Reis	HWY 24 Minturn, CO 81645	South Side of US HWY 24	WV	906 SQ. FT. (0.021 AC)
TE-48	2103-351-01-024	Rosenfeld Family Holdings, LLC.	1021 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	1,152 SQ. FT. (0.027 AC)
TE-49	2103-351-01-026	William Gary Koehler	Main Street Minturn, CO 81645	South Side of US HWY 24	WV	243 SQ. FT. (0.006 AC)
TE-50	2103-351-01-028	Frances R. Quintana	1071 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	373 SQ. FT. (0.009 AC)

Parcel No.	APN	Owner Name	Address	Location	Appraisal or WV	Comments
TE-51	2103-351-01-029	Frank & Tunde C. Lorenti	1081 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	1,487 SQ. FT. (0.034 AC)
TE-52	2103-351-00-002	US Forest Service	N/A	South Side of US HWY 24	WV	1,684 SQ. FT. (0.039 AC)
TE-53	2103-351-01-082	Carmen Esparsen	1117 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	401 SQ. FT. (0.009 AC)
TE-54	2103-351-01-081	1131 Main Street, LLC.	1131 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	325 SQ. FT. (0.008 AC)
TE-55	2103-351-01-095	John & Cherish Rosenfeld	1141 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	374 SQ. FT. (0.009 AC)
TE-56	2103-351-01-066	Mary Lou Ann Valdez	1011 Mountain Drive #1B Minturn, CO 81645	South Side of US HWY 24	WV	1,099 SQ. FT. (0.025 AC)
PE-57	2103-351-00-006	Vail Corporation	N/A	North Side of US HWY 24	A	3,000 SQ. FT. (0.069 AC)
TE-58	2103-351-01-089	1191 Main Street, LLC.	1191 Main Street #28 Minturn, CO 81645	South Side of US HWY 24	WV	712 SQ. FT. (0.016 AC)
TE-59	2103-351-01-028	Elmer L. Christiansan	1207 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	325 SQ. FT. (0.008 AC)
TE-60	2103-351-06-003	Jean L. & Gordon P. Flaherty	30 Vista Barranco Minturn, CO 81645	South Side of US HWY 24	WV	837 SQ. FT. (0.019 AC)
TE-60A	2103-351-06-003	Jean L. & Gordon P. Flaherty	30 Vista Barranco Minturn, CO 81645	South Side of US HWY 24		670 SQ. FT. (0.019 AC)
TE-61	2103-351-01-041	IVM Investments, LLC. c/o SBR Investments, LLC.	1251 Main Street Minturn, CO 81645	South Side of US HWY 24	WV	613 SQ. FT. (0.019 AC)

- One appraisal will be needed for the ROW parcels from Vail Corporation.

All aspects of the ROW process for Project will be conducted consistent with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act) and the CDOT ROW Manual.

The ROW services HDR will provide pursuant to this scope of work include: (i) assisting Stolfus and its professional land surveying (PLS) subconsultant in developing right of way plans and legal descriptions for the acquisition parcels needed, and obtaining CDOT approval of such ROW plans and legal descriptions for Project, (ii) determining the just compensation for the ROW parcels needed from each ownership, (iii) negotiating the ROW parcels from each ownership, and (iv) closing on the sale of such parcels. Note that Stolfus's professional land surveying (PLS) subconsultant is responsible for preparing and stamping all required ROW plans and legal descriptions.

HDR's ROW team will provide the work described in this document.

ROW TEAM RESPONSIBILITIES AND DUTIES

- Assistance with Development and CDOT Approval of ROW Plans
- Valuation of ROW Parcels.
- Acquisition Negotiation for ROW Parcels.
- Closing on Purchase of ROW Parcels.

WORK PRODUCT

- ROW Schedule
- ROW Budget
- ROW Project Coordination
- Meeting Minutes
- Appraisals and Waiver Valuations
- Acquisition Files, including Offer Packets, Agreements, Conveyance Deeds, Easement Agreements, Negotiation Logs

Requirements are further described in the sections that follow.

TABLE OF CONTENTS

This scope of work will consist of the following four tasks:

1. ROW Project Management, Meetings and Coordination.
2. Valuation - appraisals and waiver valuations will be prepared for ROW parcels.
3. Acquisition Negotiation for ROW Parcels.
4. Coordinate Closings.

HDR seeks to avoid the need for the use of eminent domain on all its projects, however it is sometimes needed to resolve an outlier. Eminent domain support is not a specific task, however if eminent domain were to be needed and approved by the Town of Minturn, HDR can provide support for eminent domain, but additional fee for such support will need to be negotiated.

TASK 1: ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Task 1.1 Project Records Set Up and Invoicing

Set up parcel files and tracking sheets. Prepare and provide monthly invoices.

Assumption:

- Twelve (12) monthly invoices will be needed.

Task 1.2 ROW Kickoff Meeting

The ROW Team will conduct a ROW kickoff meeting with Stolfus and the Town of Minturn. The meeting will include coordination with Stolfus and the Town of Minturn Project Team on the ROW process and Town procedures to be followed. The ROW Project schedule and budget will be discussed at the meeting. An initial ROW Project schedule and budget will be prepared following the meeting. Forms to be used will be identified at this meeting. The Town's approvals and approvers for the ROW process will be identified at this meeting.

Following the kickoff meeting, HDR will compile and send out minutes from the meeting.

Deliverables:

- One (1) meeting agenda
- Minutes from meeting

Task 1.3 External Project Coordination Meetings

HDR and the Town will meet as required to monitor progress on the ROW process, discuss issues and obtain required Town decisions. Discussion items may include assisting Stolfus and its PLS subconsultant in developing right of way plans and legal descriptions for the acquisition parcels needed, and assisting with obtaining CDOT approval of such ROW plans and legal descriptions, modifications to the schedule and budget, progress on the ROW phases (review & comments on draft ROW Plans, valuation, acquisition negotiation and closings), review of acquisition tracking sheets, responses to counteroffers, strategies for challenging negotiations and other issues, and problem solving.

Following the coordination meetings, HDR will compile and send out minutes of the meeting.

Deliverables:

- Four (4) meeting agendas
- Minutes from four (4) meetings
- One (1) ROW project schedule, updated, as needed
- One (1) ROW project budget, updated as needed
- Acquisition tracking sheets

Task 1.4 Internal Coordination

This task is for HDR's tasks associated with managing the project. This task includes the ROW Team's internal coordination, internal ROW Team meetings, updating acquisition tracking sheets, updating the ROW Project schedule and budget, as needed.

TASK 2: PARCEL VALUATIONS

Task 2.1 Waiver Valuation

Review market sales data to determine land values to be used in the waiver valuations (used to be known as value findings). Prepare waiver valuations in compliance with Town requirements. Submit waiver valuations to the Town for review and approval. Waiver valuations will be the basis for the offers made to the landowner.

Deliverables:

- Fifteen (15) waiver valuations.

Assumptions:

- Fifteen (15) waiver valuations will be needed. This number may change as the design advances and ROW impacts are better defined. If more than fifteen (15) waiver valuations are needed, additional fee will need to be negotiated.

Task 2.2 Appraisal

HDR's in-house appraiser will prepare an appraisal consistent with the appraisal requirements of the CDOT ROW Manual. HDR will deliver the draft of such appraisal to the Town. HDR will coordinate with the Town on the Town's review of the appraisal and the with CDOT Region 3 on the appraisal review required by the CDOT ROW Manual. It is assumed that CDOT Region 3 will conduct the CDOT ROW Manual required appraisal review. The appraisal will be modified and completed after the appraiser considers comments from the reviews.

Deliverables:

- One (1) eminent domain appraisal

Assumptions:

- This task assumes one (1) eminent domain appraisal. If additional appraisals are needed, additional fee for such appraisal(s) will need to be negotiated
- This task assumes that CDOT Region 3 will conduct the CDOT ROW Manual required appraisal review.

Task 2.3 Landowner Appraisal Review

Section 38-1-121, C.R.S. requires, for acquisitions with estimated values greater than \$5K, that landowners to be advised of their right to get an appraisal and have the governmental entity reimburse them for the reasonable value of the appraisal if certain conditions are met. If the landowners notified of this right take advantage of it and submit appraisals to the Town, HDR will submit such drafts to CDOT for the appraisal review required by the CDOT ROW Manual. HDR will monitor the CDOT appraisal review process determine if a new FMV should be issued. The results of the CDOT appraisal review will be considered by HDR in its recommendations to the Town, as to whether the landowner appraiser's fee should be paid.

Deliverables:

- CDOT appraisal review memorandums and FMVs, if applicable.

Assumptions:

- Section 38-1-121, C.R.S. requires landowners to be advised of their right to get an appraisal and have the Town pay for it if certain conditions are met, for acquisitions with estimated values greater than \$5K. Landowners may or may not take advantage of this right. This task assumes that four (4) landowners advised of this right will take advantage of it.

The cost of landowner appraisals is not included in this HDR SOW and fee estimate and will be paid separately by the Town.

TASK 3: ACQUISITION NEGOTIATION

Task 3.1 Preparation and Delivery of Acquisition Documents

Prepare and send notice of intent to acquire, offer letters, final offer letters and additional correspondence as agreed to by the Town and HDR.

Deliverables:

- Notice of intent to acquire.
- Offer packets.
- Additional correspondence and documents, as needed.
- Final offers, if required.

Assumptions:

- For consistency, all notice of intent to acquire and offer packets will be prepared on templates acceptable to CDOT for federal-aid acquisitions.
- Acquisition negotiations from sixteen (16) landowners will be needed. This number may change as the design advances and ROW impacts are better defined. If acquisitions from more than sixteen (16) landowners are needed, additional fee will need to be negotiated.

Task 3.2 Conduct Acquisition Negotiations

Negotiate consensual agreements for the acquisition of property rights based on waiver valuations and appraisals, as applicable.

Deliverables:

- Signed settlement agreements.
- Justification for administrative settlements and other Town required settlement forms.
- Negotiation logs.

Task 3.3 File Maintenance, QA/QC Review and Submittal

One hard copy file will be maintained by HDR for each acquisition. At a minimum, the file will contain: the notice of intent to acquire, appraisal or value finding; offer letter; closing documents; typed and signed negotiation logs of contacts with owners; and the related correspondence regarding the parcel acquisition. Upon completion of each acquisition, files will be finalized, QC'd and delivered to the Town.

Deliverables:

- Final files – hard copy and digital

Assumptions:

- Sixteen (16) final files will be needed.

TASK 4: CLOSINGS

Task 4.1 Coordinate Closings

It is anticipated that HDR will conduct the closings for the acquisition of temporary easements only. The closing of the acquisition of the permanent easement needed from Vail Corporation will be through a title company. This task covers HDR preparing documents for and conducting the closing of the acquisitions of temporary easements only and it covers HDR's coordination of the closing of the permanent easement needed from Vail Corporation with a title company. The title company to be used for such closing will be a subconsultant to Stolfus's PLS subconsultant.

Deliverables:

- Closing packets and final signed and recorded agreements from closings. Fifteen HDR closings and one (1) title company closing are anticipated.
- Title insurance policy from the one (1) title company closing.

Assumptions:

- Closings of acquisitions from sixteen (16) landowners will be needed. HDR will conduct fifteen (15) of these closings and one (1) of these closings will be handled by a title company. The title company to be used for such closing will be a subconsultant to Stolfus's PLS subconsultant.

For closings conducted by the Title Company, the Town will pay all Subconsultant Title Company's closing fees, including recording fees, costs associated with lien releases, if any, and the cost of title insurance policies.

ROW PROJECT SCHEDULE

The specific ROW Project Schedule will be developed between HDR, Stolfus and the Town after the notice to proceed. It is currently anticipated that ROW plans for the project will be completed and approved by CDOT in the Spring of 2024. Most of the ROW services described above will not start until such ROW plans are approved.

Stolfus & Associates (The Town of Minturn) ROW for U.S. Highway 24 Pedestrian & Drainage Improvements Project

Free Estimate

7/27/2023

HDR Labor																									
Job Classification																									
Project Role																	Hours by Task	Labor \$s by Task	Mileage		Printing, Publication, FedEx, & Misc.	Total ODCs by Task	Subtotal Fee by Task		
Staff Name							Jamieson	Pietri	Bartell	Lockett	Shimberg	Pollack	Daley	Gray											
Billing Category							Sr. Project Manager II	Project Professional II	Project Professional I	ROW Agent I	ROW Agent I	Sr. Project Manager II	Project Controller II	Administrative											
2023 Billing Rate						Tot. Weeks	\$263.00	\$169.00	\$154.00	\$107.00	\$107.00	\$263.00	\$120.00	\$77.00	Units	\$0.655									
001	ROW PROJECT MANAGEMENT, MEETINGS AND COORDINATION	Start Date	8/1/2023	End Date	12/31/2024	74.00	6	36	4	12	12	2	28	2			102.00	\$ 14,886.00	-	\$ -	\$ -	\$ -	\$ 14,886.00		
001.1	Project Records Set Up and Invoicing	Start Date	8/1/2023	End Date	12/31/2024			8		2	2		28	2			42.00	\$ 5,294.00		\$ -		\$ -	\$ 5,294.00		
001.2	ROW Kickoff Meeting	Start Date	8/1/2023	End Date	12/31/2024		2	2									4.00	\$ 864.00		\$ -		\$ -	\$ 864.00		
001.3	External Project Coordination Meetings	Start Date	8/1/2023	End Date	12/31/2024		2	14	2	2	2	2					24.00	\$ 4,154.00		\$ -		\$ -	\$ 4,154.00		
001.4	Internal Coordination	Start Date	8/1/2023	End Date	12/31/2024		2	12	2	8	8						32.00	\$ 4,574.00		\$ -		\$ -	\$ 4,574.00		
002	PARCEL VALUATIONS	Start Date	3/1/2024	End Date	12/31/2024		4	56	20	22							102.00	\$ 13,794.00	-	\$ -	\$ -	\$ -	\$ 13,794.00		
002.1	Waiver Valuation	Start Date	3/1/2024	End Date	12/31/2024			4	12	18	20						54.00	\$ 6,590.00		\$ -		\$ -	\$ 6,590.00		
002.2	Appraisal	Start Date	3/1/2024	End Date	12/31/2024				38								38.00	\$ 5,852.00		\$ -		\$ -	\$ 5,852.00		
002.3	Landowner Appraisal Review	Start Date	3/1/2024	End Date	12/31/2024				6	2	2						10.00	\$ 1,352.00		\$ -		\$ -	\$ 1,352.00		
003	ACQUISITION NEGOTIATION	Start Date	3/1/2024	End Date	12/31/2024	43.58	2	36	2	184	170						394.00	\$ 44,796.00	-	\$ -	\$ -	\$ -	\$ 44,796.00		
003.1	Preparation and Delivery of Acquisition Documents	Start Date	3/1/2024	End Date	12/31/2024			10		38	34						82.00	\$ 9,394.00		\$ -		\$ -	\$ 9,394.00		
003.2	Conduct Acquisition Negotiations	Start Date	3/1/2024	End Date	12/31/2024		2	20	2	128	120						272.00	\$ 30,750.00		\$ -		\$ -	\$ 30,750.00		
003.3	File Maintenance, QA/QC Review & Submittal	Start Date	3/1/2024	End Date	12/31/2024			6		18	16						40.00	\$ 4,652.00		\$ -		\$ -	\$ 4,652.00		
004	CLOSINGS	Start Date	9/1/2023	End Date	12/31/2024	69.58		4		22	18						44.00	\$ 4,956.00	-	\$ -	\$ -	\$ -	\$ 4,956.00		
004.1	Coordinate Closings	Start Date	3/1/2024	End Date	12/31/2024			4		22	18						44.00	\$ 4,956.00		\$ -		\$ -	\$ 4,956.00		
099	Direct Expenses	Start Date	10/1/2023	End Date	12/31/2024	65.29											-	\$ -	1,250.00	\$ 818.75	\$ 450.00	\$ 1,268.75	\$ 1,268.75		
099.1		Start Date	10/1/2023	End Date	12/31/2024												-	\$ -	1,250.00	\$ 818.75	\$ 450.00	\$ 1,268.75	\$ 1,268.75		
Total HDR Labor Hours							8.00	80.00	62.00	238.00	222.00	2.00	28.00	2.00			642.00	\$ 78,432.00	1,250	\$ 818.75	\$ 450.00	\$ 1,268.75	\$ 79,700.75		
TOTAL PROJECT FEE																						\$79,700.75			

Scope of Work

Town of Minturn – US24 Revision 1



July 27, 2023



Stolfus & Associates, Inc.

ATTN: Jenna Siegel, PE, PMP

Email: jenna@StolfusandAssociates.com

Phone: 303.540.3262

RE: Minturn Ped + Bike Phase 2

Ms. Siegel,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and various public works departments will enable us to successfully complete this utility investigation and meet the program and project goals. T2 UES, Inc.'s active involvement in the development of 2018 Colorado Revised Statute, Title 9, Article 1.5 underscores our commitment to the State of Colorado and the delivery of successful projects. The combination of our resources and experience will provide you and your Client with the confidence that T2 UES, Inc. is the right choice to complete the project on time and on budget. For more information, please visit www.T2ue.com.

Our Scope of Services is further detailed in the project understanding section of the proposal. The proposal has been prepared based upon information received from Stolfus and Associates, Inc. on July 10, 2023, and a phone call on July 13, 2023. We have provided you with a Not to Exceed Time and Material Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have.

Thank you again for this opportunity. We are committed to giving you the quality and service that you expect from T2 UES, Inc.

Sincerely

A handwritten signature in cursive script that reads 'Kristen Miller'.

T2 UES, Inc.

Kristen Miller, P.E.

Project Manager

150 Capital Drive, Suite 190

Golden, CO 80401

kristen.miller@t2ue.com

303.549.1424



Scope of Work

Town of Minturn – US24

PROJECT UNDERSTANDING

The Town of Minturn is looking to complete Subsurface Utility Engineering (SUE) services in the support of the Minturn Pedestrian and Drainage Improvements Project. The limits of the Subsurface Utility Engineering (SUE) Investigation can be seen below in Figure 1 depicted in purple. The SUE Investigation limits span approximately 0.45 miles of US 24 and includes the area from ROW to ROW of US 24.

T2 UES, Inc. estimates from preliminary research and observations that approximately 11,300 linear feet of subsurface utilities are present within the project limits. T2 UES, Inc. identified five utility owners within the project limits during preliminary research.

It is understood that the Town of Minturn desires to comply with the requirements outlined in Colorado Revised Statutes, Title 9, Article 1.5 (CRS 9-1.5) and perform an ASCE/UESI/CI 38-22: Standard Guideline for Investigating and Documenting Existing Utilities compliant SUE investigation that is signed and sealed by a Professional Engineer. The T2 UES, Inc. team will utilize the ASCE/ UESI/CI 38-22 standard for collecting and depicting the existing utilities and build a high-quality representation of the existing utilities. This process will include an iterative field investigation and drawings that are signed and sealed by a Professional Engineer licensed in the state of Colorado in accordance with all of the requirements outlined in the State Law.



Figure 1: SUE Investigation Limits

Scope of Work

Town of Minturn – US24

PROJECT APPROACH

T2 UES, Inc.'s general workflow to our approach is outlined below and includes weekly updates for the entire project team:

1. Perform records research.
2. Perform a geophysical investigation (field designating).
3. Perform a survey of utility appurtenances and markings placed by our designators.
4. Complete utility depictions as outlined in the ASCE/UESI/CI 38-22 standard.
5. QA/QC of our investigation's findings based on existing records and our fieldwork.
6. Review the investigation's findings with the design team and project stakeholders.
7. Coordinate and perform QLA test holes.
8. Provide documentation of the completed utility investigation findings – signed and sealed by a licensed engineer.

ASCE/UESI/CI 38-22 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels are as follows:

- **Quality Level D (QLD):** Utility Quality Level D (QLD) information is determined primarily from the review and documentation of existing second-party information, such as utility records, historical project records, permits, verbal accounts, the existence of service, visual indicators, and/or One-Call markings, put into context with any other information the SUE Professional has in their possession during a Utility Investigation.
- **Quality Level C (QLC):** Utility Quality Level C (QLC) information is determined by correlating underground Utility Segments from existing second-party information to observable and measurable visible Utility Features. QLC does not refer to the Utility Feature or portion of the Utility Segment that is visible. It refers to the unobservable portion of the Utility Feature or Utility Segment that connects to visible, typically aboveground or within an accessible vault, surveyed Utility Features.
- **Quality Level B (QLB):** A Utility Quality Level B (QLB) may be assigned to a Utility Segment after the application of appropriate surface geophysical methods to identify the existence and approximate horizontal position of utilities (a Utility's "Designation"), followed by survey and documentation, review of available field and office data, and a final determination of the position for the Utility Segment or Utility Feature on the Deliverables. All aforementioned tasks are performed under the direct responsible charge of the SUE Professional. The largest source of potential error is usually the interpretation of the geophysical findings and results.
- **Quality Level A (QLA):** Quality Level A (QLA) builds on QLB information by confirming the existence, exact locations, and other attributes of subsurface utility through the exposure of the utility using safe excavating practices. QLA data are determined by physically exposing an unobservable utility feature or utility segment (essentially making it observable) and documenting its spatial extent and characteristics with a high degree of accuracy. Conventional accuracies shall be 0.1ft (30mm) vertical and 0.2ft (60 mm) horizontal for the measurements of the outside limits of the utility features or utility segment that is exposed.



SCOPE OF WORK

The scope of services identified below provides for a QLA, QLB, QLC, and QLD investigation.

T2 UES, Inc. shall conduct, document, stamp, and seal a Subsurface Utility Engineering (SUE) investigation of the project area to document existing utilities within the project limits. As part of the SUE investigation for this project, T2 UES, Inc. will work on the following tasks:

Utility Records Research

- Submit a Subsurface Utility Engineering ticket to Colorado 811 to aid in the identification of Utility Owners that may have facilities on, or be affected by, the project.
- Request, collect and review applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.

Field Utility Investigation (Utility Designation)

- Utilize appropriate surface geophysical techniques to determine the approximate horizontal position of utilities within the project area. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary survey markings. Utilities type or ownership that cannot be confirmed by the field investigation will be termed “unknown”. T2 UES, Inc. will utilize a suite of equipment including pipe and cable locators (PCL), Ground Penetrating Radar (GPR), magnetometers, and detectable sondes.
- If accessible, structures connected to gravity-fed systems will be opened, and inverts will be measured. Invert information and, where accessible, pipe size/material for the sewers will be collected at manholes/catch-basins from the surface and shown on the drawings accordingly. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed manholes/catch-basins, and professional judgment. If chambers are full of water or confined space entry is required, extra costs will be incurred and will be discussed with the Client in advance.
- T2 UES, Inc. will survey the utility designation marks and utility appurtenances referenced to the project survey controls. The results of this utility investigation and any survey work performed in conjunction with the investigation will be tied to the project datum as specified by the client and existing survey grade control points provided to T2 UES, Inc. for their use if available. In the absence of direction from the client or a control diagram, T2 UES, Inc. will choose a Local Coordinate System based on either local or NAVD88 vertical datum.

QA/QC and Professional Services

- Generate and review permits and Maintenance of Traffic plans.
- Review the field investigation documents and records collected as a part of records research. Use professional judgment to assign quality levels and horizontal positions to subsurface utilities.
- Consolidate and draft the collected field information into ORD and PDF deliverables compliant with CDOT formatting.



QLB/C/D Utility Investigation Assumptions, Exclusions, and Stipulations

- T2 UES, Inc. cannot guarantee we will find all unknown, abandoned, retired, or inactive utilities.
- Individual utility services to homes and buildings will include water, electricity, and natural gas. Telephone and CATV services are excluded.
- Underground storage tanks (USTs), septic fields, traffic loop systems, thrust blocks, cathodic protection systems, drain tiles, irrigation channels, irrigation gates, irrigation valves, irrigation piping, irrigation headwalls, and landscape irrigation two inches in diameter or less (both public & private) are excluded.
- Overhead utility lines will be shown as a singular line running pole to pole. We will attempt to identify both ownership & connections on the poles and incorporate this information into the plans using pole diagrams, images, and/or spreadsheets (or some combination thereof) as best suits this project and existing site conditions.
- No butterfly diagrams or 3D modeling (with pipe networks) will be included as part of this scope.
- The removal of Colorado 811 paint marks or designation marks is not included.
- The degree of success of a ground-penetrating radar (GPR) investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically less-conductive soils, such as quartz sands, typically allow for the detection of some utilities and/or their trenches at depths greater than 10 feet. Electrically conductive soils, such as clay, moist silt, or saline soils, typically preclude the investigation of targets deeper than three to six feet. Due to the unknown receptiveness of specific site soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
- Diagrams of the conduits within vaults are excluded.
- No utility coordination, utility relocation design, or conflict analysis will be performed as part of this scope.

Scope of Work

Town of Minturn – US24

QLA Investigation

T2 UES, Inc. will perform 5 Quality Level A test holes to determine the location and depth of the existing utility lines. T2 UES, Inc. shall use minimally-intrusive excavation techniques, which ensure the safety of the excavation and the integrity of the utility line to be documented. Other lines which may be encountered during the excavation will be noted. The excavation shall be conducted by means of air-assisted vacuum excavation equipment manufactured specifically for this purpose. To help minimize the number of test holes required, T2 UES, Inc. will lay out the holes and re-designate the associated utility prior to excavation. Test Hole Data Reports will be signed and sealed by a professional engineer and shall include project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found.

QLA Investigation Assumptions

- It is assumed that each hole will be excavated with the intent of finding one utility per hole. If additional utilities are discovered within a hole, data for each additional utility will be collected and a separate test hole report will be provided. Each test hole report for an unintended utility will be billed as a reimbursable expense at \$250/test hole report.
- The Client will have test hole locations determined and right-of-entry secured prior to the commencement of T2 UES, Inc.'s services. If the parameters of the QLA investigation change after T2 UES, Inc. has initiated QLA services, T2 UES, Inc. will discuss the implications for workflow, traffic control, and other activities with the Client and determine if a change order or additional funds are needed to account for the changes.
- The vacuum excavation truck utilized by T2 UES, Inc. for test holes (potholes) employs an air-lance system and is not hydro-based. As a cost-saving measure on this project, native backfill compacted in six-inch lifts and cold patch is recommended to restore test holes, if permissible. It is assumed that all holes will follow this restoration method and that slurry and hot patch are not included as part of this proposal.
- If concrete or asphalt coring is required, it will be completed under the reimbursable section for \$200 per hole
- If the dimensions of a utility necessitate a test hole diameter exceeding 18 inches, an additional test hole will be billed as a reimbursable expense.
- The standard price for test holes includes excavation to a depth of six feet. For every foot of depth over six feet, an additional \$95/foot will be billed as a reimbursable expense. If a test hole is on a QLC or QLD utility line, T2 UES, Inc. will excavate to a maximum depth of six feet unless directed otherwise by the Client.
- T2 UES, Inc. will do everything within our control to access the test hole locations; however, some areas may be inaccessible due to unsuitable terrain, limited access, weather conditions, truck limitations, safety concerns, etc., and may not be able to be excavated. If any of these instances occur, they will be discussed with the Client and noted accordingly.
- T2 UES, Inc. will provide traffic protection in accordance with local municipality specifications and permit requirements. This item will be subcontracted to a local traffic control company. The fee provided for this service is estimated based on quoted daily rates from the provider.
- Removal of One-Call marks and designation paint, concrete panel replacement or restoration, landscape restoration, and shoring are not included.
- Traffic Control Flag men have not been included in the estimate for QLA test holes.



Scope of Work

Town of Minturn – US24

SUE Investigation Deliverables

Deliverables produced from this Subsurface Utility Engineering (SUE) investigation will be:

- A drawing showing the location of the utilities within the investigation area at the achieved ASCE 38-22 Quality Level. Utility line work will be depicted according to the standard APWA utility colors. This drawing will be a digital 11" x 17" PDF plan set that is signed and sealed by a licensed PE. See Figure 2 for an example SUE drawing deliverable.
- Invert elevations that reference the Client's specified project datum (if provided).
- An electronic file containing utility line work in a CDOT compliant ORD format.
- Test hole Summary Reports presented in electronic format signed and sealed by a licensed PE. Test Hole Data Reports shall include project-specific coordinates, depth of the utility from the existing ground, material, and size of the utility found. The data collected as a part of the QLA investigation will then be incorporated into the existing utility drawing. An example of the test hole data sheet that will be provided can be seen in Figure 3.
- A utility contact list to include the utility provider, contact name, email address, and phone numbers shown in the utility general notes and specifications.

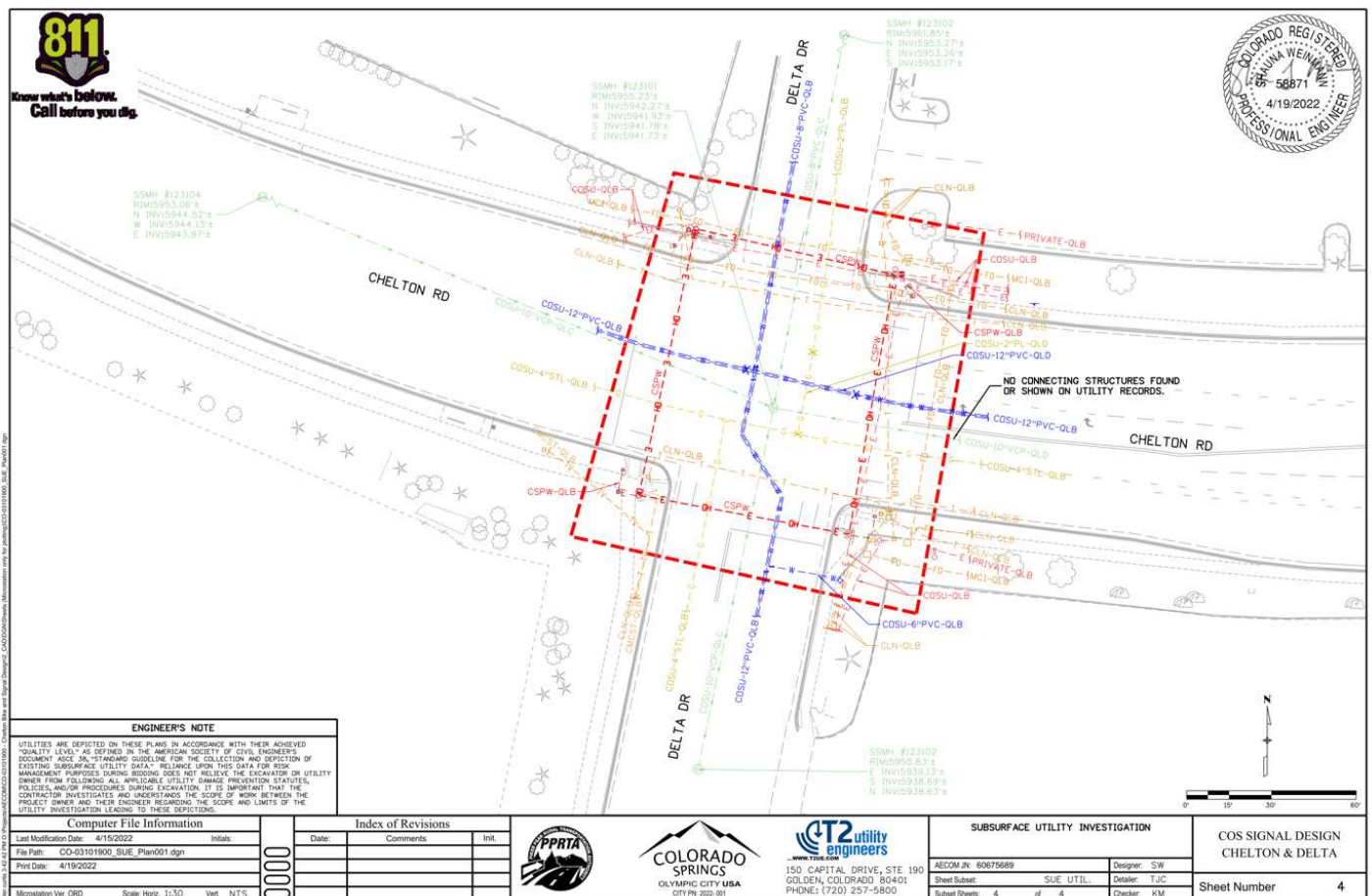


Figure 2 SUE Investigation Deliverable Example

Scope of Work

Town of Minturn – US24

TEST HOLE DATA REPORT			
TEST HOLE NO: <u>TH16B</u> TEST HOLE DATE: <u>6/29/2022</u> PROJECT NO: <u>CO03101800</u> CLIENT: <u>AECOM</u> PROJECT: <u>BRIARGATE 16 WATERLINE</u>	 <small>150 Capital Drive Suite 190 Golden, Colorado 80401 TEL: 720.452.1090 www.T2ue.com</small>	CLIENT TEST HOLE NO: <u>TH16</u> SUE CREW/TRUCK NO: <u>DUI & DH</u> CITY, COUNTY: <u>COLORADO SPRINGS, EL PASO COUNTY</u> LOCATION/INTERSECTION: <u>INTERQUEST PKWY & WINDSWEEP VW</u>	
VICINITY MAP	SITE PHOTO - FACING NORTHWEST		
CROSS SECTION - NOT TO SCALE	TEST HOLE - UTILITY - FACING SOUTHWEST		
DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM			
UTILITY DESCRIPTION UTILITY TYPE: FIBER OPTIC UTILITY MATERIAL: PLASTIC (PVC, PE, HDPE) UTILITY DIRECTION: NORTHEAST - SOUTHWEST UTILITY WIDTH (FIELD): 4.5" UTILITY WIDTH (RECORD): - APPARENT UTILITY OWNER: COLORADO SPRINGS UTILITIES	REFERENCE MARKER NORTHING: 22875.64' EASTING: 104171.17' ELEVATION: 6791.20' LOCATION: CENTER OF UTILITY MARKED BY: NAIL & DISK		
DEPTH FROM REFERENCE MARKER TOP OF UTILITY: 4.02' BOTTOM OF UTILITY: 4.52'	ELEVATION OF UTILITY TOP OF UTILITY: 6787.18' APPARENT BOTTOM OF UTILITY: 6786.68'		
SURFACE TYPE: ASPHALT THICKNESS: 5"	<div style="text-align: center;"> 7/27/2022 </div>		
REMARKS: FOUND FOUR (4) 1.75" CONDUITS IN A BUNDLE WITH A TOTAL WIDTH OF 4.5".			
REVISION NOTES:			
REVIEWED DATE: 7/11/2022 REVIEWED BY: KM	CHECKED DATE: 7/20/2022 CHECKED BY: SW	REVISION DATE:	

Figure 3 QLA Investigation Deliverable Example

CLIENT RESPONSIBILITIES

The Client and/or their representative will provide the following services:

- The Client will have right-of-entry secured prior to the commencement of T2 UES, Inc.'s services.
- If changes occur to the project limits after T2 UES, Inc. has reviewed the plans, any recognized changes to workflow, traffic control, or other miscellaneous activities will be discussed with the Client to see if a change order or additional funds are needed to account for the changes.
- In situations beyond the control of the SUE Consultant, the Client will provide assistance in obtaining required data/information from other local, regional, State, and federal agencies.
- The Client will provide a timely review, comment, or direction as required to aid T2 UES, Inc. in completing an assigned task or maintaining the established project schedule.
- The Client will provide applicable general notes, special specifications, and special provisions.
- If not readily available online, the Client may provide graphic file data, standards, font libraries, and AutoCAD cell/block libraries, etc. as required.
- The Client will provide any and all CAD and/or PDF files of the design provided by others and those files will be accurate and suitable for use by T2 UES, Inc. T2 UES, Inc. assumes that these files are approved and that they are the most current and up-to-date files available, including any and all approved addendums.
- Client to provide topo and survey control and other relevant files for incorporation of the SUE work completed by T2 UES, Inc.

GENERAL ASSUMPTIONS

- ROW and/or boundary work will not be completed by T2 UES, Inc. as part of this scope and fee. Any ROW or boundary line work that T2 UES, Inc. is asked to incorporate into our plans will need to be provided to T2 UES, Inc. for its use. If this information is unable to be provided, it will not be included or shown on the SUE utility plans prepared and submitted by T2 UES, Inc.
- This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the Client and T2 UES, Inc. Services not specifically listed are assumed to be excluded from T2 UES, Inc.'s scope.
- Possible delays to the schedule will be discussed with the Client as soon as they are identified.

SCHEDULE

The project will commence upon written notice to proceed provided by the Client. Upon award, T2 UES, Inc. will work with the Client to develop a schedule that works for the Client based on T2 UES Inc.'s current workload and the Client specified project deadlines.

ESTIMATED FEE

Please see the attached sheet for a full cost breakdown. T2 UES, Inc. will not exceed the estimated fee without prior authorization from the Client. An invoice will be prepared monthly with one final invoice upon completion for the actual work performed, up to the estimated budget amount. T2 UES, Inc. appreciates this opportunity to provide professional Subsurface Utility Engineering services for this project. Should you have any questions or require additional information, please do not hesitate to call.



7/27/2023



**Subsurface Utility Engineering
T2 UES, Inc. Proposal**

PROJECT ESTIMATE					
SUE QUALITY LEVEL B, C, & D					
Geophysical Investigation "Designation"					
Designating (1-man crew)	0	hours @	\$195	per hour	\$0.00
Designating (2-man crew)	55	hours @	\$260	per hour	\$14,300.00
Subtotal:					\$14,300.00
Survey					
*Survey Subconsultant	Reimbursable @ Cost + 10%				\$6,500.00
Subtotal:					\$6,500.00
Professional Services					
Professional Engineer	10	hours @	\$180	per hour	\$1,800.00
Project Manager	25	hours @	\$150	per hour	\$3,750.00
SUE Manager	14	hours @	\$140	per hour	\$1,960.00
CADD Technician	40	hours @	\$115	per hour	\$4,600.00
Administration	5	hours @	\$85	per hour	\$425.00
Subtotal:					\$12,535.00
Permits, Maintenance of Traffic, & Miscellaneous Expenses					
*Permits: (Local permits)	Reimbursable @ Cost + 10%				\$250.00
*Permits: (CDOT permits assumed to be \$0)	Reimbursable @ Cost + 10%				\$0.00
*MOT Plan for Permit Application	Reimbursable @ Cost + 10%				\$200.00
*Traffic Control + 2 Flaggers (Contingency)	Reimbursable @ Cost + 10%				\$1,200.00
Subtotal:					\$1,650.00
Miscellaneous Expenses					
*Hotels (assumes 2 people for 4 nights)	8	nights @	\$120	per night	\$960.00
*Per Diem (assumes 2 people for 4.5 days)	9	days @	\$55	per day	\$495.00
Subtotal:					\$1,455.00
SUE Quality Level B, C, & D Total					\$36,440.00
SUE QUALITY LEVEL A					
Test Hole Excavation					
^Quality Level A Test Hole	5	holes @	\$1,500	per hole	\$7,500.00
Excessive Depth over 6 feet - (Contingency)	6	feet @	\$95	per foot	\$570.00
Concrete Coring	2	cores @	\$200	per core	\$400.00
*^BRestoration and Backfill (Flowable Fill)	Reimbursable @ Cost + 10%				\$1,250.00
Subtotal:					\$9,720.00
Permits & Maintenance of Traffic					
*Permits: (Local permits)	Reimbursable @ Cost + 10%				\$300.00
*Permits: (CDOT permits assumed to be \$0)	Reimbursable @ Cost + 10%				\$0.00
*Traffic Control + MOT Plan (assumes 3 days)	Reimbursable @ Cost + 10%				\$2,250.00
Subtotal:					\$2,550.00
Miscellaneous Expenses					
*Hotels (assumes 2 people for 1 night)	2	nights @	\$120	per night	\$240.00
*Per Diem (assumes 2 people for 1.5 days)	3	days @	\$55	per day	\$165.00
Subtotal:					\$405.00
SUE Quality Level A Total					\$12,675.00
GRAND TOTAL					\$49,115.00

* Proposal estimate only, the cost may vary plus or minus due to unknown field conditions & municipalities requirements. Proposal assumes a minimum working time of 8 hours/day. Proposal estimate is valid for a full 60 days from date listed above.

^A QLA Test Holes include One Call Management, Project Management, 2-Man Excavation Crew and Equipment, Mileage, Survey of Test Hole Markers, QLA Test Hole Reports signed and sealed by a CO PE.

^B The vacuum excavation truck utilized by T2 UES, Inc. for Test Holes (potholes) employs an air-lance system and is not hydro-based. As a cost saving measure on this project, native backfill compacted in 6" lifts and cold patch are recommended to restore test holes where permissible. Where a different backfill material is required (flowable fill), the cost for the new material and dumping of the native material will be completed as an additional expense.

Note: In the event the estimated hours for mapping of utilities for this project is over the estimated amount, a change order will be completed prior to the completion of the project to account of the project overage. If less utilities are found, only the utilities hours used will be invoiced.

Scope of Work

Town of Minturn – US24



SUPPLEMENTAL TASKS

To achieve the Client's project goals, the following tasks can be included as supplemental tasks for an additional fee if requested:

PERFORM ADVANCED GEOPHYSICS INVESTIGATION

T2 UES, Inc. uses Stream EM and Stream C which are Multi-Channel Ground Penetrating Radar (MCGPR) solutions dedicated to utility locating and mapping. These units employ 40 separate channels with double polarized antennas enabling the system to simultaneously gather data both longitudinal and transversal. The high number of antennas increases the quality of the data and allows us to detect utilities even in sub-optimal soil conditions. The Stream EM and Stream C are both equipped with a GPS unit that enables the data set to easily be georeferenced to the project survey datum. The system is generally towed behind a vehicle at speeds up to 12 MPH which permits the gathering of GPR data with minimal traffic control thereby reducing the impact on local traffic.

CCTV

T2 UES, Inc. can perform video inspection within drainage facilities, as directed by the Client. Specifically, the consultant ensures the interior of the inspected pipe is visible by means of appropriate illumination and camera equipment; and records all video and images captured during the inspection.

SUE REPORT

A Subsurface Utility Engineering (SUE) report can be completed in accordance with the ASCE/UESI/C1 38-22 standard. The SUE report complements the utility drawings, assists the end user in better understanding the utility landscape and risks, and provides any metadata collected by T2 UES, Inc. during the course of the SUE investigation. The SUE report is signed and sealed by a Professional Engineer.

UNMANNED AERIAL VEHICLE

T2 UES, Inc.'s UAS division operates a Harris Carrier H6 Hybrid UAV with a payload capacity of 15 pounds and a maximum flight time of five hours. Our UAV is equipped with a survey-grade RIEGL 1UAV-22 LiDAR Sensor capable of obtaining registered point clouds with 10mm accuracy and a Sony Alpha 6000 camera for providing rectified aerial imagery. Our UAV is utilized for numerous applications to include: Archeology and cultural heritage documentation, Corridor Mapping of power lines, railways, and pipelines, Topography surveys for open-cast mining, Construction site monitoring, Resource Management, Surveys of Urban environments, and Transportation design surveys. Our deliverables are typically in an AutoCAD or Micro station format, but can be tailored to the individual needs of our Clients.

UTILITY COORDINATION

T2 UES, Inc.'s utility coordination team can coordinate with the Client, Owner, and all other affected municipalities throughout the design process. Utility coordination and project management tasks include working with the design team as well as coordination with all utilities within the project limits. By attending all project milestone meetings, our utility coordination team is able to establish a utility base map, test hole log, and Utility Conflict Matrix. T2 UES, Inc.'s utility coordination team uses data collected from the Utility Records Research and Utility Drawing Scope of work to collect utility information (including existing permits) contact each utility owner and hold early utility coordination meetings, if necessary.



July 24, 2023

Stolfus and Associates, Inc.
Attn: Jenna Siegel, PE
5690 DTC Boulevard, Suite 560E
Greenwood Village, CO 80111

Via E-mail: jenna@stolfusandassociates.com

Re: Professional Land Surveying and Engineering Services for U.S. Highway 24 Pedestrian and Drainage Improvements (CDOT Project SA#25362)

Inter-Mountain Engineering (IME) is pleased to present this proposal for professional services in connection with the next phase of US Highway 24 Pedestrian and Drainage Improvements, for the Town of Minturn, Colorado. The project received FOR approval in 2017 and the current scope includes completing engineering design, survey, and preparation of construction documents (PS & E Plans) for approximately 1,796 feet of paved multi-use roadway and pedestrian/ bicycle use improvements beginning at Milepost 146.13 and extending to approximately Milepost 146.47. Inter-Mountain is prepared to assist with the finalization of drainage & utility plans for this segment of the project.

Our scope of services is based on information provided by Stolfus and Associates, Inc., and our general understanding of the project. Our Scope of Services includes the line items described below and attached fee summary:

Basic Scope of Services:

1. Project Management, Meetings, & Coordination:

Inter-Mountain Engineering (IME) will attend (1) project kick-off meeting with the Town, CDOT, Stolfus & Associates, and other Consultants located at the Minturn Town Hall. This will allow for the design team to coordinate the scope of work, scheduling, and any other design issues.

We have included three (3) progress meetings at Town Hall and (3) conference call meetings for general project coordination. The intent of the meetings is to ensure project design and submittal milestones are met and design issues are coordinated and/or resolved. We have also included participation in one (1) meeting with CDOT at the Eagle Residency or Town Hall. General project phone calls and emails are anticipated and included.

This will also include project coordination, emails, and phone calls with appropriate utility companies for existing utility information/drawings and overall coordination for utility relocations and/or conflicts (as required). IME will also coordinate utility clearance letters associated with the Utility/Special Use Permit Application and provide utility specification special provisions as required to perform the work required. Assumes (4) (seems low) coordination meetings with the Town and appropriate utility companies onsite or at the Town Hall.

Stolfus and Associates, Inc.

Attn: Jenna Siegel, PE

Re: Professional Land Surveying and Engineering Services for U.S. Highway 24 Pedestrian and Drainage Improvements (CDOT Project SA#25362)

2. Information Gathering & Permitting:

Inter-Mountain Engineering will review FOR Plans and perform a site visit to review and verify project requirements. This will allow us to confirm our understanding of required drainage improvements and coordinate potential future drainage improvements that can be incorporated into this project's budget.

**We do not anticipate involvement in project permitting. All permitting will be handled by the Town and other Consultants.*

3. Surveying:

Project control diagrams and survey right-of-way information for the Pedestrian and Drainage Improvements Project will be provided by other consultants. Stolfus and Associates will provide an electronic copy of the base survey in AutoCAD format and Inter-Mountain will rely on the accuracy of this information. Our services will include pick-up survey (TMOSS), where required to supplement the topographic information provided. (Such items may include building/house finished floor doorways, sidewalks, asphalt, curb, and gutter, fencing, storm sewer, and above ground visible utilities). We will coordinate with Stolfus and Associates where additional pick-up survey information is required. All pick-up surveys will conform to CDOT specifications and standards.

**IME anticipates Easement Exhibits for drainage will be provided by other consultants.*

4. PS&E Plan Package Submittals:

IME will coordinate with the design team to incorporate comments from the FOR and produce CDOT standardized bidding and construction plans for the project. IME assumes there will be (2) submittals included in this phase, which consist of:

- a. **Address FOR Comments/Prepare Bidding Plans**– IME will coordinate with the design team to address Town and CDOT comments and prepare a bidding plan package. We will provide the following described deliverable documents:
 - a. Hydraulic Analysis – IME will coordinate and perform final hydraulic analysis (if design changes occur) for the roadway and inlets at locations as indicated in the Town's Master Drainage Plan. (MDP) to ensure the storm sewer improvements are properly sized and in compliance with the Town's MDP and/or CDOT requirements. Storm sewer culvert sizing will follow the Town's MDP, and no further hydraulic analysis is included at this time.
 - b. Storm Sewer Plan & Profile Sheets (Assumes 4) – IME will update and finalize the storm sewer plan and profiles per the design changes due to Town and CDOT comment.
 - c. Utility Plans –IME will update and finalize the previous utility plans per the design changes due to Town, Utility, and CDOT comment. We understand electrical design for power pole and overhead lines will be by utility company and street lighting will be performed by other consultants. Plans will be distributed to the Town and appropriate utility companies for coordination.
 - d. Storm Water Management Plan – IME will prepare required storm water management site plans, documents, and information required by CDOT for this type and magnitude of

Stolfus and Associates, Inc.

Attn: Jenna Siegel, PE

Re: Professional Land Surveying and Engineering Services for U.S. Highway 24 Pedestrian and Drainage Improvements (CDOT Project SA#25362)

project. We anticipate the original SWMP plans included in the US 24 Resurfacing Project can be supplemented and we will coordinate with CDOT and the design team for the required updated information (Stolfus and Associates to provide the SWMP for US 24 Resurfacing Project). The SWMP information will be incorporated into the complete set assembled by Stolfus for both projects and IME does not intend to create a “stand alone” SWMP for this project. The following documents follow the typical CDOT SWMP formatting.

- i. SWMP Plans – IME will prepare a set of updated storm water management plans (i.e., erosion control) for the U.S. 24 project for water quality purposes that include a cover sheet, general CDOT information and notation, site map plans, and typical BMP details.
- ii. SWMP Notebook – IME will prepare (1) full copy of the CDOT SWMP Notebook that will be used for construction purposes.
- e. Engineer’s Opinion of Probable Cost (EOPC) – IME will update the PEOPC to reflect design changes. We will provide a digital excel spreadsheet that includes approximate quantities, unit cost and totals, using CDOT reference categories and numbers.

- b. **Construction Plans**– Once the Bidding Phase has been completed, IME will coordinate with the design team to prepare a “For Construction” Plan Package. This will include up to (5) sets of stamped and signed documents by a Professional Engineer registered in the State of Colorado.

Proposed Fees:

We propose to provide these services for the following described fees as outlined in our fee summary:

Basic Scope of Services:

1. Project Management, Meetings, & Coordination:	\$5,040
2. Information Gathering & Permitting:	\$1,415
3. Surveying:	\$8,600
4. <u>PS&E Plan Package Submittals:</u>	<u>\$16,420</u>
Total Fee	\$31,475

Note: The breakdown of fees presented above is provided to facilitate the review and approval of progress billings. The total fees for services provided by Inter-Mountain Engineering will not exceed \$31,475 without prior approval.

Exclusions & Clarifications:

The following items are specifically excluded from this proposal. Should any of these items be required, we would be happy to provide them on a time and materials basis according to our Professional Fee Schedule.

- 1. Geotechnical Engineering
- 2. Structural Engineering
- 3. Wetland/Environmental Mitigation
- 4. Construction Administration
- 5. Construction Period Services

Stolfus and Associates, Inc.

Attn: Jenna Siegel, PE

Re: Professional Land Surveying and Engineering Services for U.S. Highway 24 Pedestrian and Drainage Improvements (CDOT Project SA#25362)

6. Bidding Period Assistance
7. Public and Town Council Meetings
8. Additional CDOT Meetings (other than those mentioned above)
9. Additional Coordination Meetings (other than those mentioned above)
10. Additional Phase Submittals (other than those mentioned above)
11. "Major" Scope of Work Changes
12. Floodplain and Drainage Assessment
13. Permitting
14. CDOT Project Control Diagrams
15. Right-of-Way Plans
16. Ownership Map Exhibits
17. Drainage Easement Exhibits
18. Subsurface Utility Exploration (SUE)
19. Utility Relocation Design (other than those mentioned above)
20. Hydrology/Drainage Studies
21. Hydraulic Reports (other than those mentioned above)
22. Specifications/Special Provisions (other than those mentioned above)
23. Prints, delivery services and other reimbursable expenses will be billed at cost plus 20% and are not part of the agreement.

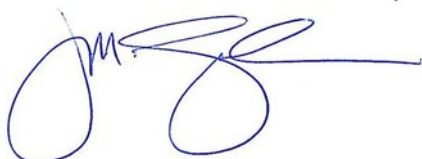
While we have tried to include all the items requested, our proposal includes only the specific Basic Services noted above. Exclusions simply clarify items that may be required for completion of the scope of work but are not identified in the scope of services. These items, once identified as applicable, may be added to the contract for professional services by change order.

Insurance: IME is fully insured for General Liability, Workman's Compensation, Automobile and Professional Liability; certificates evidencing coverage will be provided on request.

The enclosed General Conditions are incorporated into all IME agreements for professional services. Please note that you will be billed monthly for services to date. Invoices submitted are due upon receipt. If invoices remain unpaid after 30 days, you will be charged a service charge of 1.75% per month. If it should become necessary to enforce collection, IME will be entitled to recover its costs of collection, including attorney's fees.

I want to thank you for considering IME and look forward to working with you on this project. If you have questions or need additional information, please give me a call at (970) 949-5072.

Sincerely,
Inter-Mountain Engineering



Jeffery M. Spanel, PE
Vice President

Stolfus and Associates, Inc.

Attn: Jenna Siegel, PE

Re: Professional Land Surveying and Engineering Services for U.S. Highway 24 Pedestrian and Drainage Improvements (CDOT Project SA#25362)

Please acknowledge your consent to this proposal/agreement by signing below and returning one copy to us. If the client and/or contact individual are different than above, please indicate any changes above, including telephone and fax numbers.



By: _____

08/02/2023

Date:

Enclosures: Fee Summary
 IME Professional Fee Schedule and General Conditions



PROFESSIONAL FEE SCHEDULE

January 1, 2023

<u>Personnel:</u>	<u>Rate Per Hour:</u>
Principal Engineer	\$175.00
Senior Engineer - Professional Land Surveyor	\$155.00
Expert Witness	\$300.00
Senior Engineer - Project Manager	\$140.00
Project Engineer	\$120.00
Design or Field Engineer	\$110.00
Land Survey Technician	\$125.00
2-Person Field Survey Crew with GPS or Robotic	\$175.00
1-Person Field Survey Crew with GPS or Robotic	\$150.00
Party Chief	\$110.00
Senior CAD Technician	\$110.00
CAD Technician	\$85.00
<u>Reimbursable Expenses:</u>	Cost
Reprographics	\$0.56/mile
Mileage	Cost +10%
Outside Services	

Schedule overtime (after 6:00 p.m. and weekends) 1.5 x base rate. Overtime must be scheduled 24 hours in advance on weekdays and on Thursday for weekends.

VAIL VALLEY OFFICE

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO
81620

970.949.5072 | info@inter-mtn.net

These General Conditions are incorporated into and made a part of Inter-Mountain Engineering's Proposal and Agreement for Services.

I. Responsibilities of Inter-Mountain Engineering:

- A. IME will perform professional engineering and/or professional surveying Services as specified under "Basic Services" and when authorized, "Additional Services".
- B. IME's Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the profession currently practicing under similar conditions in the locality of the project.

II. Responsibilities of Client:

Client shall:

- A. Provide all criteria and full information as to the requirements of the project. Furnish all appropriate tests, geotechnical reports, and site surveys. A title Insurance policy shall be provided when a survey is included in Basic Services. IME shall be entitled to rely upon the accuracy and completeness of such information.
- B. Render approvals and decisions as expeditiously as necessary for the orderly progress of IME Services.
- C. Give prompt notice to IME of any development that affects the scope or timing of its Services.
- D. Coordinate the Services of IME with those of others.
- E. Give complete and careful consideration to Services and recommendations provided by IME.
- F. Provide site access for IME and all necessary equipment. IME will take reasonable care to reduce damage to property, however, it is understood that in the normal course of work, some damage will occur, the repair of which is Client's responsibility. .
- G. Identify and mark the location of all utility lines and subsurface features, including structures and utilities within the property.
- H. Client understands that subsurface conditions may vary from those encountered at the locations where explorations are made, and that data, interpretations and recommendations made by IME are based solely on the information available to it.
- I. Client shall make reasonable efforts to evaluate whether hazardous materials are on or near the project site and inform IME of any information or findings relative to the possible presence of such materials. Should unanticipated hazardous material be discovered in the course of the performance of Services under the Agreement, such discovery shall constitute a changed condition mandating a renegotiation of the scope of work or termination of Services. Should the discovery of unanticipated hazardous materials require IME to take measures to protect health and safety, Client agrees to compensate IME for costs incident to taking such measures and for costs of any decontamination required. IME agrees to notify Client promptly when suspected hazardous materials are encountered. Client agrees to make any disclosure of hazardous materials required by law. Furthermore, Client agrees to defend, indemnify and hold IME harmless from any and all liability arising from discovery, exposure to, or release of hazardous materials on site.

III. Compensation:

- A. IME shall submit invoices to client monthly and a final bill upon completion of Services. The Client shall review the invoices promptly. The Client shall, within 10 days, either approve the invoice for payment or notify IME of any disputed invoices. The Client and IME shall confer and attempt to resolve such disputed invoices. Undisputed invoices are due upon presentation, and past due 30 days after the invoice date. Disputed invoices are due upon resolution and past due 45 days after the invoice date. Client agrees to pay a service charge of 1 3/4 percent per month on past due accounts.
- B. If it becomes necessary to enforce collection of payments due IME, Client agrees to pay all costs of collection, including attorney's fees.
- C. It is understood that estimates of professional fees are based upon the preparation of designs, reports, or surveys for a single design concept or site plan, and that changes to that concept or additional engineering required by governing agencies (except as required by customary "Redlines") shall constitute an increase in the scope of Services and entitled IME to Additional Services. Additional Services ("Additional Services") shall be billed at the normal billing rates for the individuals assigned to the work. No Additional Services will be provided without prior authorization.

IV. Dispute Resolution:

- A. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and IME agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation with a neutral mediator as a condition precedent to commencement of any other dispute resolution processes.
- B. The Client and IME further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- C. Any disputes not resolved by the Parties' direct negotiations, or by mediation, shall be subject to mandatory arbitration with the American Arbitration Association under its Construction Industry Rules.

V. Indemnification:

- A. IME agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages to the extent caused by the negligent performance of professional Services under this Agreement by IME, its subconsultants, or by anyone for whom IME is legally liable.
- B. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless IME, its officers, directors, employees and subconsultants (collectively, IME) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by acts or omissions of Client or its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.
- C. Neither the Client nor IME shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence.

VI. Corporate Protection

IME's Services in connection with the Project shall not subject IME's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against IME, a Colorado corporation, and not against any of IME's individual employees, officers or directors.

VII. Risk Allocation:

A. Based on the relative risks and rewards to the Parties, IME's liability for damages to Client arising from negligent acts, errors or omissions, breach of contract, or any other legal theory, shall not exceed \$50,000 or the total fee under this agreement, whichever is greater. This limitation shall apply to IME and its past and present officers and employees collectively.

B. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor IME, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and IME shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

VIII. Ownership of Documents:

All reports, drawings, specifications, notes and other documents prepared by IME in the course of providing Services are instruments of service and shall remain the property of IME. These documents are not intended to be suitable for reuse on extensions of this project or for use on any other project. Documents shall not be altered in any manner without the permission of IME.

IX. Construction:

A. Client agrees to require the construction contractor to assume sole and complete responsibility for the construction of the project including the safety of persons and property and the means, methods, techniques, and sequences of construction.

B. Services Client hereby agrees to notify IME if Client or its construction contractor conclude that IME's Construction Documents are unclear, or if errors or discrepancies are discovered therein. Client assumes all responsibility for interpretation of the Construction Documents in the event IME is not notified and asked for clarification of Construction Documents. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold IME, its officers, employees and subconsultants (collectively, IME), harmless against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with deviations from the intent and requirements of IME's Construction Documents. Services

C. Services IME shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall IME be responsible for the Construction Contractor's failure to perform the Work in accordance with the requirements of IME's Construction Documents. IME shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Contractor or of any other persons or entities performing portions of the Work. No claim by the Construction Contractor or its subcontractors that IME approved or acquiesced in a deviation from the requirements of the Construction Documents shall be valid unless the deviation has been expressly and specifically approved in writing by IME. D. Any opinions of project cost rendered by IME represent an opinion only based on its experience and judgment. Client recognizes that IME has no control over market conditions, labor or material costs, and agrees that IME shall not be responsible for reliance on such estimates or opinions, nor for any variance of cost estimates and opinions from bids or actual costs.

X. Insurance:

IME carries insurance which meets or exceeds statutory requirements for Workman's Compensation, as well as Commercial General Liability, Automobile, and Professional Liability insurance. Certificates evidencing coverage will be provided upon request. IME and its officers and employees shall in no event be responsible for any loss or damage beyond the available limits of applicable insurance coverage.

XI. Miscellaneous:

A. Excluding choice of law principles, this agreement shall be governed in accordance with Colorado law.

B. IME's Services are for the exclusive use of the Client for this specific project. These Services are not to be relied on by others without the specific authorization of IME.

C. Neither Party shall assign or transfer any interest in this agreement without the written authorization of the other.

D. This agreement may be terminated by either Party upon 7 days written notice to the other, in which case IME shall be paid for all Services provided up to termination, plus all additional costs incurred by IME due to said termination.

E. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of Services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.



Corporate Headquarters
3222 South Vance Street, Suite 200, Lakewood, CO 80227
T: 303.980.5200 F: 303.980.0089
www.pinyon-env.com

July 27, 2023

Jenna Siegel
Stolfus & Associates, Inc.
5690 DTC Boulevard, Suite 330W
Greenwood Village, CO 80111

Via email: jenna@stolfusandassociates.com

Subject: Proposal to Provide Environmental Support, US Highway 24 Pedestrian & Drainage Improvements, Town of Minturn, Colorado

Dear Jenna:

Pinyon Environmental, Inc. (Pinyon), is pleased to present this proposal for environmental services for the completion of Segment 2 of the Main Street Pedestrian Improvements for US Highway 24 through Minturn (project). Details regarding Pinyon's estimated scope of work, assumptions, and deliverables are presented in Attachment A. The estimated cost to complete this project, in accordance with the outlined services, will be approximately **\$12,167** (Table 1; Attachment A). Pinyon will invoice on a time and materials basis, in accordance with our 2023 Standard Rate Schedule. The authorized amount will not be exceeded without prior approval.

The project duration is assumed to be 12 months or less; if the project duration is extended, a change order may be required. Should the project be delayed for six months or more, this scope will need to be reexamined in light of changing practices and the fee will need to be revised if Pinyon's rates have changed in that time period.

To authorize the outlined scope of services, please issue a subconsultant agreement for review and execution. Should you have any questions or require additional information, please do not hesitate to call. Thank you for considering Pinyon for your environmental consulting needs.

Sincerely,

PINYON ENVIRONMENTAL, INC.

A handwritten signature in black ink, appearing to read "Pam Wegener", written over a horizontal line.

Pam Wegener
Project Manager
wegener@pinyon-env.com

The following tasks and assumptions were developed using Pinyon’s professional judgement and knowledge of the environmental context. Additional revision and/or refinement may be necessary as design advancement and design decisions are made, particularly if design changes result in required revisions of deliverables or additional field studies.

Task	Scope of Work Summary	Deliverables
General Project Management	<p>General project management, contract administration, invoicing, etc. The meetings will be held virtually. The following meetings are included in this scope and associated fee:</p> <ul style="list-style-type: none"> • Kick-off meeting (1) • FIR Meeting (1) • FOR Meeting (1) 	<p>Monthly invoices</p> <p>Progress reports</p>
Historic Resources	<p>Pinyon will develop an Area of Potential Effects (APE), in coordination with CDOT. It is assumed that the APE will surround the estimated limits of disturbance, as well as all properties that will be impacted by the project (i.e., new right of way acquisitions or easements). Once the APE is established, Pinyon will research the Office of Archeology and Historic Preservation (OAHP) COMPASS database, the CDOT Historic Bridge Inventory and Historic Sites Viewer, as well as the Online Transportation Information System (OTIS), topographic maps, and local assessor data for the presence of potential historic resources within the APE.</p> <p>Based on preliminary research and early scoping with CDOT, Pinyon will provide documentation for compliance with Section 106 including one OAHP 1405 form for revisitation; eligibility and effects letter; APE map.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • This scope assumes a Section 106 determination of no adverse effect; should the project result in a determination of adverse effect, this scope will need to be revisited and additional fee will be required. • Should more than one resources for historic survey be identified, this scope will need to be revisited 	<p>APE Map</p> <p>Up to 1 OAHP 1405 Form</p> <p>Eligibility and Effects Letter</p>
Hazardous Materials	<p>Pinyon will complete an Initial Site Assessment (ISA) Technical Report, which will include an agency database (i.e., ERIS) review. The database will be secured by Pinyon. The study area will be the project’s limits of disturbance. Ideally, the design team will have identified the horizontal and vertical limits of disturbance, including all right of way (ROW) and easement requirements.</p> <p>Pinyon will collect paint samples for lead analysis for project components anticipated to be disturbed (if any). Depending on the substrate, Pinyon will evaluate the lead content for total lead, or by the Toxicity Characteristic Leachate Procedure.</p> <p>No soil or water testing is anticipated at this time (if determined necessary, a change order would be required).</p>	<p>ISA Report</p> <p>Lead Based Paint Samples and Results documented in ISA</p>

Table 1. Summary of Estimated Costs

Task 1. General Project Management				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Project Controller	1.0	hour	\$116.00	\$116.00
Field Specialist / Project Assistant	6.0	hours	\$102.00	\$612.00
Project Manager	18.0	hours	\$177.00	\$3,186.00
Task Subtotal				\$3,914.00
Task 2. Historic Resources				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Cultural Resource Specialist II	2.0	hours	\$139.00	\$278.00
Cultural Resource Specialist	16.0	hours	\$110.00	\$1,760.00
Assistant Historian	4.0	hours	\$65.00	\$260.00
CAD/GIS Specialist I	2.0	hours	\$133.00	\$266.00
Equipment/Material Unit Rates				
Truck/Van Mileage	210.0	miles	\$0.66	\$137.55
General Field Visit - Day	1.0	day	\$50.00	\$50.00
GPS/Tablet (non-sub meter)	1.0	each	\$50.00	\$50.00
COMPASS Database	1.0	each	\$150.00	\$150.00
Task Subtotal				\$2,951.55
Task 3. Hazardous Materials				
Description	Quantity	Unit	Rate	Extension
Labor Rates				
Scientist III	2.0	hours	\$222.00	\$444.00
Engineer II	2.0	hours	\$177.00	\$354.00
Scientist	28.0	hours	\$138.00	\$3,864.00
CAD/GIS Specialist I	2.0	hours	\$133.00	\$266.00
Equipment/Material Unit Rates				
Database Report	1.0	each	\$150.00	\$150.00
Truck/Van Mileage	210.0	miles	\$0.66	\$137.55
General Field Visit - Day	1.0	day	\$50.00	\$50.00
Laboratory Rates				
LBP FAA 72 Hour TAT (EMSL)	3.0	samples	\$11.94	\$35.81
Task Subtotal				\$5,301.36
Project Total				\$12,166.91

July 19, 2023

Jenna Siegel, PE PMP
Transportation Engineer
Stolfus & Associates
5690 DTC boulevard, Suite 330W
Greenwood Village, CO 80111

Subject: **SCOPE AND FEE FOR TOWN OF MINTURN AT US 24 – PED AND BIKE LANE – PHASE 2**

Hello Jenna,

I am happy to offer Farnsworth's professional services Stolfus & Associates and CDOT for the subject project. As I understand the project, we will need to provide an updated set of ROW plans for the Minturn Ped and Bike Lane -Phase 2 project in Eagle County, Colorado. The scope of services is an outline of my understanding of this project's needs from and our call on July 12th and your emails on June 30th. Please review and contact me if any adjustments are required to the attached scope and fee estimate.

SCOPE OF SERVICES

1. Update existing Right-of-way plans. This project was started in 2016. Only half of the project parcels were bought. The existing right-of-way plans need to be updated with design and owner changes from parcel 43 to parcel 61.
 - a. Review existing CDOT right-of-way plans for changes.
 - b. Review Title commitment for PE-57 and ownership changes for the other 17 parcels.
 - c. Update the ROW plan Title sheet, Owner Tabulation sheets, Monumentation sheets, Plan sheets, and Ownership sheets.
 - d. Revise up to eighteen (18) easements for this project and ROW plan set. A legal description will be provided for each proposed easement.
2. Attend a ROWPR meeting to discuss preliminary ROW plans and revise the plans per comments from the meeting.
3. Provide a final, stamped ROW plan set and up to eighteen (18) legal descriptions for the easements for CDOT records.

DELIVERABLES

- Updated ROW plan set with up to eighteen stamped and signed easement documents.

ASSUMPTIONS

- If additional work beyond what is listed in the scope is needed or more design changes are made, the work will be billed at our current rates.
- This scope of work does not include any boundary resolution in case any substantial discrepancy, ambiguity, gap, overlap or conflict with lines of possession is discovered during the survey.
- No field survey or appraisal staking was included in this proposal. If needed, we can provide it in a revised scope of services.

- No easement monuments or property pins will be set unless requested in a revised scope of services.
- It is assumed that the Town of Minturn will file the plans with Eagle County when the project is completed.

PROFESSIONAL FEES

Based on the anticipated work effort, Farnsworth Group proposes to complete the work as outlined above on a time and materials basis, not to exceed **\$27,962**, to be billed in accordance with the Farnsworth Group 2023 published rates. Please see attached fee schedule for hour details.

Thank you again for this opportunity to be of service to you. Should you have any questions regarding this proposal, please do not hesitate to call me at (719) 581-7940.

Sincerely,
Farnsworth Group, Inc.



Lorelei Ward, PLS
Land Surveying Manager

Robert J. McIntosh, PLS
Principal

Attachments (1):
Fee schedule

Farnsworth Group
PROJECT BUDGET WORKSHEET
Cost Estimate

Name Number:	'Minturn at US24 - Ped and Bike lane - Phase 2										
Description:	Update Existing Right of Way plans and parcels										
Project Manager:	Lorelei Ward, PLS										
Date	July 19, 2023										
		Senior Land Survey Manager	Land Survey Manager	Senior Project Land Surveyor	Project Designer	Senior Designer	Admin. / Support		Total Hours	TOTAL COST SUMMARY	TASK GROUP SUMMARY TOTALS
WORK TASK	2023 HOURLY RATES	\$233.00	\$218.00	\$193.00	\$173.00	\$158.00	\$88.00				
Project Management and Coordination											
Progress reports			4						4	\$872	
ROWPR			3						3	\$654	
Project Management			8						8	\$1,744	
Subtotal		0	15	0	0	0	0		15		\$3,270
ROW plans and Exhibits											
ROW/Boundary/Easement Survey											
Research					4				4	\$692	
Title Commitment review (18 owners)			1	16					17	\$3,306	
Update ROW Plans			6	48					54	\$10,572	
Descriptions (18)			8		26				34	\$6,242	
Revisions per ROWPR			2	4					6	\$1,208	
Subtotal		0	17	68	30	0	0		115		\$22,020
Submittals											
ROW plan set			2						2	\$436	
18 easements documents			2						2	\$436	
									0	\$0	
									0	\$0	
Subtotal		0	4	0	0	0	0		4		\$872
SUB TOTAL HOURS & FEES											
		0	36	68	30	0	0		134	134	\$26,162
Reimbursable Expenses, Outside Svcs, etc.											
Title Work	units/hours/miles								0	\$1,800	
Subtotal	Cost -->								0		\$1,800
SUB TOTAL REIMBURSABLE EXPS.											
TOTAL PROJECT FEES											
\$27,962											

Notice: 1. This survey does not include: title commitments or geo-tech testing.
2. It is the understanding of Farnsworth Group that the survey area will be made open and safe to approach.
3. The deliverable will be a AutoCAD Civil 3D DWG including processed surface information.

H.C. Peck & Associates, Inc.

A National Land Service Company

July 12, 2023

Lorelei Ward, PLS
Land Survey Manager
Farnsworth Group, Inc.

Re: Town of Minturn

Dear Lorelei:

Pursuant to your request, what follows is our cost estimate to provide 1 Title Commitment and 20 ownership updates in Eagle County.

Title Commitment	1 @ \$1,100.00	\$1,100.00
Ownesrhip updates	5 hours @ \$140.00	\$700.00
Total Estimate		\$1,800.00

Sincerely,



Russell F. Gager,
H.C. Peck & Associates



To: Mayor and Council
From: Jay Brunvand
Date: August 2, 2023
Agenda Item: Resolution 21 – Series 2023

REQUEST:

Staff is recommending Council to approve Resolution 21 – Series 2023 as presented.

INTRODUCTION:

The Town of Minturn is prepared to begin Phase II of the South Minturn sidewalk installation. This Resolution approves engineering services for Phase II of that project. The project will include improvements to the pedestrian, bicycle and drainage improvements that will extend the sidewalk approximately 4/10's of a mile from its current terminus at approximately 1003 Main St south to approximately 1350 Main St (The Boneyard).

ANALYSIS:

The project will construct an attached 6' sidewalk that is ADA compliant with curb ramps, parallel parking lanes, curb and gutter, and drainage infrastructure to connect the pedestrian network between downtown Minturn and South Minturn.

The project will be designed and constructed in compliance with federal-aid requirements, with the Colorado Department of Transportation (CDOT), as the oversight entity for the federal funds.

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

The General Fund costs for Minturn will include required matching funds for the grants, however, grants are being applied for that would lessen this impact if awarded.

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #4 the Town will advance decisions/projects/initiatives that expand future opportunity and viability for Minturn.

RECOMMENDED ACTION OR PROPOSED MOTION:
Motion to approve Resolution 21 – Series 2023

Attachments:

- Resolution 21 – Series 2023 and referenced agreement