



To: Mayor and Council

From: Katie Sickles

Date: May 7, 2025

Agenda Item: Professional Services Agreement (PSA) to Inter-Mountain Engineering

REQUEST:

Council is asked to approve the Professional Services Agreement (PSA) to Inter-Mountain Engineering for consulting engineering and design for Little Beach Park Retaining Wall and Access Road:

Name of Project: Town of Minturn – Little Beach Park Retaining Wall/Access Road

DOLA: EIAF Grant \$147,000 with Town Match \$153,097

Grant #: 9968

Inter-Mountain Engineering submitted the sole proposal for engineering and design. The submittal cost is within the 2025 budget.

STRATEGIC PLAN ALIGNMENT:

Town of Minturn Strategic Plan 2025-2027

- Vision: To ensure Minturn's future as a neighborly mountain community.
- Mission: Manage Minturn's growth, including water infrastructure and affordable housing for locals while remaining environmentally & fiscally sustainable.
- Values: Integrity, Transparency, Collaboration & Resourcefulness
- Economic Development: Community Activities and Events Plans

RECOMMENDED ACTION OR PROPOSED MOTION:

Approval for Mayor Bidez or Interim Town Manager Sickles to sign the PSA

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 19 – SERIES 2025**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
SIGN AN AGREEMENT BETWEEN INTERMOUNTAIN ENGINEERING
AND THE TOWN OF MINTURN FOR TO PERFORM DESING
SERVICES TO STABILIZE THE EXISTING RETAINING WALL IN
LITTLE BEACH PARK**

WHEREAS, the Town desires that Contractor perform design services to stabilize the existing retaining wall in Little Beach Park as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. The Minturn Town Council hereby approves the proposed agreement as laid forth in the attached Exhibit A and authorizes the Mayor or his designee to execute said agreement.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 7th
day of May, 2025.**

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the TOWN OF MINTURN, COLORADO, a Colorado home-rule municipality (the "Town"), and Inter-Mountain Engineering, a Colorado corporation ("Contractor").

WHEREAS, the Town desires that Contractor perform design services to stabilize the existing retaining wall in Little Beach Park as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in the proposal set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor and request additional, as-needed services consistent with the Services identified in **Exhibit A** and upon agreed to rates for such additional services. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail. Contractor is not responsible for repair of damage beyond Contractor's control such as vehicular damage, extreme weather, or vandalism. Repair of such items will be outside of the scope of this Contract and require a Change Order, subject to approval by the Town.

2. The Town's Obligations/Confidentiality. The Town shall provide Contractor with reports and such other data/information as may be available to the Town and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. No project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing disclosure. All documents provided by the Town to Contractor shall be returned to the Town at termination of this Agreement. Contractor is authorized by the Town to retain copies of such data and materials at Contractor expense during the term of this Agreement.

3. Compensation. Subject to annual appropriation, the Town agrees to pay Contractor for the Services an amount not to exceed a sum of \$19,195.00, to be paid in monthly progress installments upon the completion of Services for that period and invoicing as set forth herein. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by

Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed during that period for which payment is requested. Advance billing is not permitted.

4. Term. Unless extended by written agreement of the parties, the Term of this Agreement shall be from the Effective Date until the Services are completed or November 30, 2025, whichever is sooner. The form of this Contract may be renewed by written agreement of the parties.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

6. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

7. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

8. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

9. Insurance Requirements.

- a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town and the Colorado Department of Transportation as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least five hundred thousand dollars (\$500,000) per individual and at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town and the Colorado Department of Transportation as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000) per

individual and at least One Million Dollars (\$1,000,000) per occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

- c. Comprehensive Professional Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive professional liability insurance insuring Contractor and naming the Town and the Colorado Department of Transportation as an additional insured against any liability for claims arising out of professional services under this Agreement with a combined single limit of at least One Million Dollars (\$1,000,000) each occurrence and (\$1,000,000) aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- d. Terms of Insurance.
 - (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.
 - (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.
- e. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption from Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by reference.
- f. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such

certificates of insurance.

- g. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Accessibility Indemnification. Contractor shall indemnify, save, and hold harmless the Town, its officers, employees, and agents, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Town's officers, employees, and agents in relation to Contractor's failure to comply with C.R.S §§ 24-85-101, et seq., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S §24-85-103 (2.5).

12. Accessibility. Contractor shall comply with and the work product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13. Employment Discrimination. During the performance of any services per this Agreement, Contractor agrees to the following conditions:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the Agreement employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).

14. Ethics. The Contractor shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official, or agent of the Town.

15. Termination.

a. Generally.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, if any, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
 - (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.
- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall

not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

16. Force Majeure. The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Agreement due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Agreement.

17. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

18. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

19. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

20. Expenses. Expenses incurred in preparation, submission, and presentation of this Agreement are the responsibility of the Contractor and cannot be charged to the Town.

21. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement. Contractor shall not be relieved of its obligations to perform the Service in accordance with this Agreement as a result of any course of dealing with the Town. Course of dealing, no matter how long, is not intended to be, and shall not be construed as, an amendment to this Agreement.

22. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

23. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

24. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

25. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

26. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

27. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

28. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

29. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:	Town Manager 302 Pine Street Minturn, CO 81685
With a copy to:	Michael J. Sawyer Karp Neu Hanlon, P.C. 201 14 th Street, Suite 200 P.O. Drawer 2030 Glenwood Springs, CO 81602
If to Contractor:	Inter-Mountain Engineering c/o Jeffery M. Spanel, P.E. 30 Benchmark Road, Suite 216 PO Box 978 Avon, CO 81620 jspanel@inter-mtn.net (970) 949-5072

30. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

31. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in

connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

~ Signature Pages Follow ~

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF MINTURN, COLORADO

By: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

CONTRACTOR:

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2025 by _____.

Witness my hand and official seal.

Notary Public

EXHIBIT A
SCOPE OF SERVICES



March 17, 2025

Town of Minturn
Attn: Katie Sickles; Interim Town Manager
PO Box 309
Minturn, CO 81645
interim@minturn.org

Re: Engineering Design Services for the Stabilization of the Little Beach Park Retaining Wall.

Dear Ms. Sickles:

Inter-Mountain Engineering (IME) appreciates the opportunity to present this proposal for professional services for The Little Beach Park Retaining Wall Stabilization Project. Our proposal is based upon the Request for Proposals (RFP) dated March 7, 2025. We are very familiar with the project as we assisted the Town with planning and estimating for the grant application.

PROJECT DESCRIPTION:

The project includes reconstruction of the existing timber retaining wall and north entry drive from Cemetery Road. The retaining wall reconstruction is planned as a gravity (Redi-Rock) wall constructed in front of the existing timber wall, with the existing wall abandoned in place. The wall reconstruction will necessitate replacement of the adjacent asphalt sidewalk. The existing asphalt drive connecting the Park to Cemetery Road will be replaced with a narrower drive to limit vehicular access. Limited parking will be provided, and the existing vault toilet will be removed.

PROJECT TEAM:

The engineering and design services required for this project will require surveying, civil, geotechnical, and structural engineering. To provide comprehensive services we propose to team with Ground Engineering for this project. Inter-Mountain will serve as the lead consultant, providing project management, survey, and civil engineering services. Ground Engineering will provide geotechnical and structural engineering services. The key personnel that will be assigned to this project are presented in the following briefs. Detailed resumes and Statements of Qualifications for both firms will be provided on request.

Inter-Mountain Engineering:

Jeffery M. Spanel PE has nearly 50 years of experience in the fields of civil and construction engineering. Jeff provided the leadership and vision to grow Inter-Mountain Engineering into a prominent civil engineering and surveying firm. He has extensive project management and land development experience, which includes public and private projects. Many of the projects have had budgets in excess of 50 million dollars. Jeff has coordinated approvals with many municipalities, CDOT, railroads, institutional lenders, and U.S. Department of Housing and Urban Development (HUD).

Bradley P. Stempihar, PE, Project Engineer, has over 17 years of experience in civil design & construction administration. Brad is experienced with overall project management, as well as being a project engineer and designer in the private and public sector. His experience includes, but not limited to; site plans, grading and drainage, stormwater management, hydrology studies, utility design, roadway and parking lot design, cost estimates, and CDOT access permits. He has performed work for residential and commercial site development projects throughout Colorado's Western Slope and is knowledgeable in local design regulations and the unique construction techniques required in the Rocky Mountain region.

Town of Minturn

Attn: Katie Sickles; Interim Town Manager

Re: Engineering Design Services for the Stabilization of the Little Beach Park Retaining Wall.

Ground Engineering:

Carl Henderson, PE, has over 25 years of experience in geotechnical engineering & retaining wall design. Carl's experience includes geotechnical investigations and analysis, retaining structure design, pavement design, construction management, laboratory materials and field testing. Retaining structure design comprises MSE, soil nail, SMSE, GRS ground anchor, soldier pile, micropile, caisson, sheet pile, and gravity walls.

RELEVANT PROJECT EXPERIENCE:**Town Engineer –Minturn, CO; 2014-Present**

Inter-Mountain Engineering (IME) has served as the Town Engineer since 2014. As Town Engineer, we are constantly engaged with this unique community for on-call engineering, surveying, and support. Typical tasks include attending staff and public meetings, plan review, permitting assistance, preparation of design plans, specifications, cost estimates, and construction administration. Numerous projects in the historical Town involve retrofitting old with new and dealing with underground unknowns that require creative design solutions to complete projects and satisfy all parties involved.

Reference: Michelle Metteer (Former Town Manager); 970.471.0090; mmetteer5@gmail.com

Solar Vail - 2018.

Sonnenalp Resort of Vail retained Inter-Mountain to provide civil engineering services for the Solar Vail employee housing in Vail, Colorado. A portion of our services included grading design. The steep grades on the site necessitated the inclusion of an 80 foot long, 22 foot tall, terraced retaining wall. Inter-Mountain provided horizontal & vertical design requirements for the wall and coordinated the design with Kumar & Associates for geotechnical engineering, Ground Engineering for retaining wall design and RA Nelson as the general contractor.

Reference: Sebastian Faessler (Sonnenalp Vail); sfaessler@sonnenalp.com

Valley Condominiums – 2017 - 2018:

The Valley Condominium Association engaged Inter-Mountain to assist with repairs to failing timber retaining walls for the parking areas of Buildings 1612 and 1614 Buffehr Creek Road in Vail, Colorado. Parking for the condominiums is located along the road and supported by over 200 feet of terraced timber retaining walls. The 12-foot-tall walls were repaired with the use of gravity block type retaining walls. Inter-Mountain was the lead consultant, providing civil engineering and construction administration services. HP Geotech was the geotechnical engineering consultant and Ground Engineering provided retaining wall design services.

Buffalo Ridge 2018:

The Buffalo Ridge Affordable Housing Corporation engaged Inter-Mountain to assist with repairs to the retaining walls along Swift Gulch Road. Approximately 275 feet of 16' tall tiered MSE retaining walls separate the parking lots for Buildings 1 & 2 from Swift Gulch Road. Portions of the walls were failing because of road drainage and leaking irrigation lines. Inter-Mountain provided construction administration services for the repairs. HP Geotech provided geotechnical services and Miller Wall Company provided design-build services for the repair.

Reference: Gerry Flynn (Polar Star Properties); 970.390.4900, gflynn@polarstarproperties.com



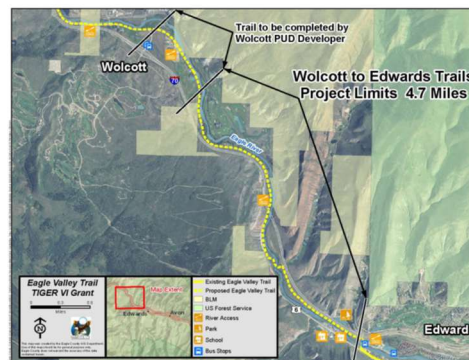
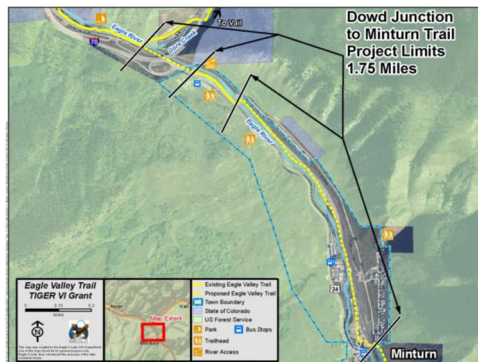
Town of Minturn

Attn: Katie Sickles; Interim Town Manager

Re: Engineering Design Services for the Stabilization of the Little Beach Park Retaining Wall.

Eagle County (ECO) Trails:

Edwards to Wolcott, Wolcott to Horn Ranch, & Dowd to Minturn Trails – Eagle County, CO 2008-Present



As the project lead, Inter-Mountain Engineering has completed design documents for portions of the Eagle Valley Regional Trail System located between Minturn Road Bridge to Minturn (1.3 miles), between U.S. Highway 6 and the Eagle River at Hillcrest Drive in Edwards to Wolcott (4.7 miles) and Wolcott to Horn Ranch (2.1 miles). Over the years, IME and the design team have been working closely with ECO Trails for the proposed 10-foot wide asphalt trail alignments designed to Eagle County standards and ADA standards. Project involvement includes trail alignment plan and profiles, retaining wall design, grading and drainage improvements, and railroad and irrigation ditch crossings, and dealing with adjacent landowners such as the State Land Board, Denver Water, U.S. Forest Service, Union Pacific Railroad, and CDOT.

U.S. Highway 6 and the Eagle River at Hillcrest Drive in Edwards to Wolcott

Phase I/II consisted of approximately 3 miles of 10-ft wide asphalt trail and included a feasibility study for a railroad crossing and the design of a 2,800-ft long irrigation ditch enclosure. Extensive gravity retaining walls are required to thread this project through a narrow right of way. Phase II included the design of approximately 1.7 miles of trail within the CDOT right-of-way designed to ADA standards.

Wolcott to Horn Ranch

This trail segment includes approximately 2.1 miles of 10-ft wide asphalt trail and retaining walls along U.S. Highway 6 and portions of the Eagle River. The project has been designed to the 60% construction document level and is currently being reviewed and negotiated between ECO trails, CDOT, and the adjacent landowners prior to moving towards final design and construction.

Minturn Road Bridge to North Minturn

This trail segment included approximately 1.3 miles of 10-ft wide asphalt trail and retaining walls meandering along the hillside on the northeasterly side of Minturn Road and the Union Pacific Railroad. The project included extensive coordination being between Union Pacific Railroad, State Land Board, and U.S. Forest Service.

Reference: Kevin Sharkey (ECO Trails): 970.328.3523, kevin.sharkey@eaglecounty.us

SCOPE OF WORK:

Based on the information provided in the Request for Proposals, and our experience on similar projects, we propose the following Scope of Work:

1. Coordinate project details with the Town and design team: form decisions regarding the width of north access, access restrictions, parking, width of the retaining wall sidewalk, and location of the new Porta johns need to be identified.
2. Provide construction plans, specifications, and details necessary for bidding and construction of gravity retaining walls, entry road and sidewalk.
3. Prepare Invitation to Bid.

Town of Minturn

Attn: Katie Sickles; Interim Town Manager

Re: Engineering Design Services for the Stabilization of the Little Beach Park Retaining Wall.

The scope of work is further defined as follows:

A. PROJECT MANAGEMENT, COORDINATION, AND MEETINGS:

IME will provide general project management and coordination via email and phone calls to professionally design the requested services. This includes coordination meetings with the with the Town, utility companies, material vendors, and design team.

1. Project Kick-Off /Town Site Walk
2. Periodic review meetings.
3. Pick up survey Discussion & review of Invitation to Bid

B. CONSTRUCTION DOCUMENTS:

1. **Cover Sheet (1 sheet):** The Cover Sheet will contain all pertinent project information such as the project name and location, a vicinity map, a sheet index, project and utility contact information, general civil construction notes and specifications, as well as technical specifications for construction.
2. **Existing Conditions (1 sheet):** This sheet will depict existing features plotted on a topographic survey of the project site. Field survey to pick up necessary details is included.
3. **Construction Plans: (2-3 sheets):** Construction plans will be prepared to delineate the horizontal and vertical requirements as well as details for the new asphalt and retaining wall.
4. **Erosion Control Plan (1 sheet):** The plan will delineate construction period erosion control requirements.
5. **Detail Sheet (1 sheet):** This sheet will include typical asphalt sections, retaining wall sections and details for any other necessary improvements.
6. **Invitation to Bid:** An Invitation to Bid (IFB) will be prepared in the typical Town of Minturn format. It will include instructions for bidding, bid requirements, bid schedule, and Minturn bid and contract requirements. The IFB will include construction schedule requirements to accommodate events scheduled in Little Beach Park. We will prepare a Bid Tab for inclusion in the IFB which will be suitable for bid comparison as well as the schedule of values for inclusion in contract documents.

SCHEDULE:

Our team is prepared to coordinate our work to meet the following conceptual schedule provided by the Town:

1. Complete agreement and initiate engineering services by May.
2. Complete design services and Invitation for Bid by the end of June.
3. Release IFB in July.
4. Construction will take place late August through October.

The schedule will be refined at the Kickoff meeting.

PROPOSED FEES:

Inter-Mountain Engineering proposes providing the professional services described in this proposal on a time and materials basis. The fees have been divided into categories to help understand the level of effort required for the individual tasks, however the work is inter-related, and actual fees will overlap this breakdown. IME will not exceed the total fee without prior notice and authorization from the Client:

1. Project management, coordination, and meetings:	\$2,100.00
2. <u>Construction Documents:</u>	<u>\$17,095.00</u>
Total:	\$19,195.00



Town of Minturn

Attn: Katie Sickles; Interim Town Manager

Re: Engineering Design Services for the Stabilization of the Little Beach Park Retaining Wall.

Exclusions & Clarifications:

While the Inter-Mountain Engineering team intends for this proposal to include all Civil Engineering and Land Surveying elements required for the Clients' request, our proposal includes only the specific scope of work described above. The following items are specifically excluded from this proposal. Should any of these items be required, we would be happy to provide them via approved change order or on a time and materials basis according to our Professional Fee Schedule.

1. Landscape & Irrigation Design (other than those mentioned above)
2. Utility Design (other than those mentioned above)
3. Groundwater Mitigation
4. Traffic Control Plans
5. Town, and/or Additional Coordination Meetings (other than those mentioned above)
6. "Major" Scope of Work Changes
7. Drainage Studies
8. Earthwork Optimization Calculations /Value Engineering
9. Stormwater Management Plans (SWMP)
10. Permitting, Bidding, and Construction Phase Services (other than those mentioned above)
11. Specifications/Special Provisions (other than those mentioned above)
12. Construction administration.
13. Preparation of Contract Documents (other than those mentioned above).
14. Other reimbursable expenses (additional prints, delivery, travel/lodging) will be billed at cost plus 20%.
15. This proposal is valid for 30 days.

We previously provided comments from our attorney & insurance provider to assure the proposed Professional Service Agreement meets the requirements of our professional liability insurance. Our proposal is conditioned on reaching a satisfactory resolution to those comments. We agree to abide by the Consultant's Certificate Regarding Employing or Contracting with Illegal Aliens and Town of Minturn Procurement Policy.

Please note that you will be billed monthly for services to date. Invoices submitted are due upon receipt. If invoices remain unpaid after 45 days, you will be charged a service charge of 1.75% per month. If it should become necessary to enforce collection, Inter-Mountain Engineering will be entitled to recover its costs of collection, including attorney's fees.

I want to thank you for considering Inter-Mountain and Ground Engineering and look forward to working with you on this project.

Respectfully,
Inter-Mountain Engineering



Jeffery M. Spanel, P.E.



EXHIBIT B

CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT

("Contractor") certifies to the Town of Minturn ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: _____

Title: _____