PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ______ day of ______, 2024 by and between the TOWN OF MINTURN, Colorado, a home rule municipality ("Minturn" or the "Town"), and <u>Short Elliott Hendrickson</u> <u>Inc. (the</u> "Contractor"). The term "Contractor" is used for convenience only and does not imply any rights, responsibilities, or warranties.

WHEREAS, the Town desires that Contractor perform the services of <u>Short Elliott</u> <u>Hendrickson Inc.</u> as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as **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. <u>Services.</u> The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference ("Scope of Services"), and Contractor agrees to so serve. Contractor 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. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail. All services shall be performed consistent with the care and skill ordinarily exercised by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.

2. <u>Compensation</u>. The Town agrees to pay Contractor a sum not to exceed <u>Sixty</u> <u>Nine Thousand Nine Hundred Forty Three Dollars (\$69,943.00)</u> as adjusted to reflect the deletion by the Town of any of the Services set forth in **Exhibit A**. The Town shall make payment within sixty (60) 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 for which payment is requested.

3. <u>Term.</u> The Term of this Agreement shall be from the date first written above until completion of the Services, unless extended by written agreement of the Parties.

4. <u>Outside Support Services and Subcontractor.</u> To the extent practicable, subcontractors whose principal place of business is Eagle County shall be used to perform the services under this Agreement. Any subcontractors shall be pre-approved by the Town. A rate sheet for such subcontractors shall be provided to the Town.

5. <u>Ownership of Instruments of Service</u>. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared and delivered by Contractor to Town under this Agreement shall become the property of the Town upon completion of the services and payment in full ofall monies due to the Contractor. Contractor shall be entitled to rely on the accuracy and completeness of information or services furnished by Town or others employed by the Town and shall not be liable for damages arising from reasonable reliance on such materials.

6. **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.

7. **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.

8. **Insurance Requirements.**

a. <u>Comprehensive General Liability Insurance</u>. 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 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 one million dollars (\$1,000,000.00) each occurrence and annual aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. <u>Comprehensive Automobile Liability Insurance</u>. 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 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 (\$1,000,000.00) per occurrence and in the aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. <u>Terms of Insurance.</u>

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." 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 because 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.

d. <u>Workers' Compensation and Other Insurance</u>. 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 this reference.

e. <u>Evidence of Coverage</u>. 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.

f. <u>Subcontracts.</u> 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.

9. **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 negligent omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement. Notwithstanding anything to the contrary herein, neither party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

10. <u>Termination.</u>

a. <u>For Convenience</u>. The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall affect 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, 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.

b. <u>For Cause.</u> 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 the exact amount of damages due to the Town from Contractor is determined.

c. <u>Payment upon Termination.</u> In the event that this Agreement is terminated, Contractor shall be entitled to payment for its costs and services performed, up through the

date of termination, less allowances for services rendered that were negligent or otherwise contrary to this Agreement.

11. <u>Use of Software and other Intellectual Property.</u> Contractor hereby represents 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 Scope of 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. caused by Contractor's Scope of Services.

12. <u>Agreement Subject to Appropriation.</u> 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.

13. **Responsibilities.** The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees, or subcontractors, to the extent caused by its negligent acts, negligent errors, and negligent omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof. The Town hereby agrees that to the fullest extent permitted by law, Contractor's total liability to the Town for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed Contractor's insurance limits as provided in paragraph 8 of this Agreement.

14. **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.

15. <u>Governing Law and Venue.</u> 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. Any dispute between the Town and Contractor arising out of or relating to this Agreement or the services (except for unpaid invoices) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise.

16. <u>Governmental Immunity Act.</u> 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.*

17. <u>Assignability.</u> Contractor shall not assign this Agreement without the Town's prior written consent.

18. **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.

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

20. <u>Severability.</u> 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.

21. <u>Headings.</u> 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.

22. <u>Notices.</u> 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 OF MINTURN
Town:	Attn: Town Clerk
	PO Box 309
With copy to:	Minturn, CO 81645
	Michael J. Sawyer, Esq.
	Karp Neu Hanlon, P.C.
	201 14 th Street, Suite 200
	P. 0. Drawer 2030
	Glenwood Springs, Colorado 81602
If to Contractor:	

23. <u>Authority.</u> Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

24. <u>Attorneys' Fees.</u> 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

Professional Services Agreement 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

TOWN OF MINTURN, COLORADO

Michelle Metteer, Town Manager ATTEST: Town Clerk CONTRACTOR By:_____ Name: Title: STATE OF COLORADO) ss. COUNTY OF _____ The foregoing Agreement was acknowledged before me this _____ day of _____, 2024 by ______. Witness my hand and official seal. My commission expires:_____.

Notary Public

EXHIBIT A

SCOPE OF SERVICES

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

Bellm Bridge Feasibility Study

TOWN OF MINTURN, COLORADO | MARCH 22, 2024







Building a Better World for All of Us[®] Engineers | Architects | Planners | Scientists

March 22, 2024

Jeffery Spanel, PE Inter-Mountain Engineering jspanel@inter-mtn.net

Re: Bellm Bridge Feasibility Study

Dear Mr. Spanel and Members of the Selection Committee:

The Town of Minturn is undertaking this important feasibility study of the Bellm Bridge. This study is important because it will enable the town to make an informed decision when deciding next steps, such as whether to repair or replace the current bridge. With a variety of well-researched options before you, you can make your decision with confidence.

That's where Short Elliott Hendrickson (SEH®) comes in.

Based on our conversations with you and our understanding of this study, we have identified three key questions which make us ideal partners for this project.

How Do We Maximize Value? SEH has been a partner with Minturn thus far in assessing and discussing the possible options for repairing or replacing the Bellm Bridge. We previously completed estimates to provide scour repair on the bridge in 2023. We have also been in consistent communication as you have considered various solutions. As a result, we've had the opportunity to investigate the project site and scope several possible solutions. Our advantage is that we can hit the ground running, saving valuable time and resources that would be spent bringing other firms up to speed.

What Is the Benefit of Our Established Relationship? A successful project should be powered by a feeling of trust. SEH is fortunate that, in addition to our knowledge of the project site, we have a positive working partnership with the Town of Minturn. We know that towns such as Minturn do not operate on endless resources, and we do not take our past collaboration with you for granted. Similarly, we understand that external funding may be necessary to implement any proposed changes as determined by the feasibility study, and we have augmented our team and adapted our approach accordingly. Our recent collaboration makes us aware of your priorities and goals, which will drive a more efficient result in line with your vision.

How Do We Leverage Our Similar Experience? In addition to our existing insights on the project and our productive working relationship with the town, we are ready and able to complete the work. This project may require familiarity with agencies including, but not limited to Colorado Department of Transportation (CDOT), Army Corps of Engineers (ACOE), and the Federal Emergency Management Administration (FEMA). We also have experience working on the full life cycle for projects that begin with a feasibility study, like this one, before progressing to potential design and construction of bridge replacement or repair.



Building a Better World for All of Us®

We are looking forward to

continuing our work together and helping you find the solution that suits your needs, your budget, and your people. We acknowledge Addenda 1 and 2. If you have any questions, feel free to reach out to Parsa via email at pkolahi@sehinc.com or via phone at 303.586.5817, or to Steve via email at skaye@sehinc.com or via phone at 720.540.6847. We're ready to get to work!

"Our recent collaboration makes us
aware of your priorities and goals,
which will drive a more efficient
result in line with your vision."



PARSA KOLAHI PE (CO) PROJECT MANAGER



STEVE KAYE PE (CO), LEED AP PRINCIPAL

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938 720.540.6800 | 800.490.4966 | 888.908.8166 fax | sehinc.com SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

1 Statement of Qualifications

Short Elliott Hendrickson Inc. (SEH®) is a 100% employee-owned company providing engineering, architectural, planning, and environmental services to public and private clients throughout the country. The collective purpose of our more than 900 employee owners is focused on Building a Better World for All of Us®.

"Building a better world" embodies our commitment to improving quality of life through safer roads, bridges, parks, and trails; renewable energy and sustainable design; and cleaner air, drinking water, rivers, and lakes. "For all of us" means we design customized solutions for our clients including the residents and businesses in the communities we serve, employees in the companies we serve, and citizens of the world.

Since 1927, we've helped clients overcome challenges through strategically tailored services. Specific to Colorado, SEH has helped local cities, counties, and towns build their infrastructure; track project funding; meet compliance requirements; and plan their communities' futures. Ultimately, our deep Colorado roots – offices in Denver, Pueblo, and Durango allow for coverage of Front Range, High County, and Western Slope – have enabled strong, lasting relationships with the agencies and entities that we serve. The Western Region's bridge design group has built its practice on Local Agency bridge design services throughout the State of Colorado including inspection, rehabilitation, and replacement from planning stages through completed construction.

SUBCONSULTANT

TIGLAS ECOLOGICAL SERVICES (TES)

TES is a multi-faceted environmental consulting firm specializing in ecological studies. Based in Loveland, Colorado, TES conducts all types of wetland work, including delineations, permitting, mitigation, monitoring, and creation.

TEAM ORGANIZATION

Town of Minturn

PARSA KOLAHI PE | Project Manager STEVE KAYE PE, LEED AP | Principal/QA/QC

SCOTT KLINKER PLS | Survey DAVID HOESLY PE | Hydrology and Hydraulics WAYNE HOWARD PE | Grant Support

TIGLAS ECOLOGICAL SERVICES | Environmental

SHORT ELLIOTT HENDRICKSON INC. founded in



WE PARTNER WITH CLIENTS



in nearly every U.S. state and many Canadian provinces

EMPLOYING



engineers, architects, planners, scientists, and talented professionals

WHO WORK TOGETHER TO SERVE



market areas: mobility, better places, clean water, and renewing infrastructure





PARSA KOLAHI PE PROJECT MANAGER/LEAD BRIDGE ENGINEER | SEH

Parsa will be responsible for leading project delivery. Parsa is a professional engineer with experience in vehicular and pedestrian bridge design, retaining wall design, building analysis, structural inspection, bridge load rating analysis, and construction administration tasks. He also has a deep understanding of the project management process, from planning and budgeting to execution and closeout. He is skilled at identifying and mitigating risks, managing stakeholders, and helping to ensure that projects are completed on time and within budget.

EXPERIENCE

Bellm Bridge Scour Repairs – Minturn, CO Project Manager/Structure Lead. This project included a scour countermeasure (riprap) design for the Bellm bridge crossing of the Eagle River. The bridge received an Essential Repair Finding (ERF) due to scour observed during routine inspections. A riprap design to restore conditions at bridge pier bases was included, however the Town chose to provide monitoring instead of a temporary improvement as it looks for a better permanent improvement solution.

Mel Harmon Bridge Rehabilitation – Pueblo, CO Bridge Engineer. The Mel Harmon Drive Bridge is an important structure for the City of Pueblo as it carries significant traffic daily. While the bridge appeared to have solid bones (deck, girders, abutments, piers), it was showing its age with several age-related defects. The City of Pueblo selected SEH to provide all professional services necessary for design and development of construction drawings and specifications in order to address the findings from the inspection. Repairs will be prioritized to meet the existing CDOT grant funding.

N 119th Street at Leggett Ditch Minor Structure Replacement – Boulder County, CO

Project Manager/Structure Lead. This is an ongoing culvert replacement project that includes

replacement of an existing culvert over an irrigation ditch with a new concrete box culvert. Ditch company coordination and traffic control during construction are the critical factors that need to be addressed for a successful project delivery.

Bridge Replacement on CR93 over South Platte River – Logan County, CO

Structural Engineer. This project included engineering for a federally funded replacement of a bridge on Logan County Road 93 over the South Platte River. Preliminary design included the development of a number of bridge options to provide Logan County with an optimal and cost efficient design. Final design for the 250 ft. bridge included floodplain permitting, 2D hydraulic model of the South Platte River, hydraulic bridge design, and completion of a Hydraulic Design Report.

Monroe Ave Bridge over Dry Creek – Larimer County, CO

Bridge Engineer. The current Monroe Avenue bridge carries Larimer County Road 13E (North Monroe Avenue) over Horseshoe Canal. The existing structure is too narrow and has some observed deterioration. The County selected SEH to provide design engineering services for a wider replacement structure designed to current codes.

3



YEARS OF EXPERIENCE

EDUCATION

Master of Civil Engineering Civil Engineering University of Brighton-UK

Bachelor of Science Civil Engineering Azad University-Iran

REGISTRATIONS/CERTIFICATIONS

Licensed Professional Engineer in CO, AZ, and TX

Load and Resistance Factor Design for Highway Bridge Superstructures, Federal Highway Administration-National Highway Institute

Safety Inspection of In-Service Bridges, Federal Highway Administration-National Highway Institute

STEVE KAYE PE, LEED AP PRINCIPAL/BRIDGE SUPPORT/QA/QC | SEH

Steve will be responsible for supporting Parsa in all facets of project management including

optimizing resource management and QA/QC of deliverables. Steve is a licensed structural engineer with far-reaching structural design and inspection experience. Steve is skilled in managing projects; preparing scopes and fees for proposals; tracking project financials; preparing invoices; and performing construction administration tasks. His project expertise includes the design, assessment, and inspection of bridges, tunnels, culverts and transportation structures, and various hydraulic structures. Steve's structural engineering experience includes reinforced concrete design, prestressed concrete design, masonry design, steel design, and construction phasing design.

EXPERIENCE

Mel Harmon Bridge Rehabilitation – Pueblo, CO

Project Manager. The Mel Harmon Drive Bridge is an important structure for the City of Pueblo as it carries significant traffic daily. While the bridge appeared to have solid bones (deck, girders, abutments, piers), it was showing its age with several age-related defects. The City of Pueblo selected SEH to provide all professional services necessary for design and development of construction drawings and specifications in order to address the findings from the inspection. Repairs will be prioritized to meet the existing CDOT grant funding.

Gothic Bridge Feasibility Study – Gunnison County, CO

Project Manager/Structural Lead responsible for the delivery of a feasibility study to assess an existing deteriorating bridge carrying Gothic Road over the Slate River near Crested Butte, CO. The focus of the study was to assess both repair and replacement alternatives to make a determination on how to make long-term improvements. The data collection phase included a geotechnical investigation to determine the adequacy of existing foundations for reuse. The study included ROW, environmental and roadway assessments to understand the impacts of the rehabilitation and replacement alternatives. A cost comparison including future inflation was provided

for both options and service life of improvements were factored into the final report recommendations. The report ultimately recommended a replacement alternative, and the study has been used by the County in subsequent grant applications.

8th Street Bridge Replacement – Loveland, CO

Project manager and lead structural engineer responsible for project delivery and design of all structural elements for the replacement structure on 8th Street over Big Barnes Ditch. The bridge is an important link connecting the downtown core to growing residential, commercial and industrial activities on the City's west side. The primary goal of the project is to return the facility to a safe condition for the traveling public by replacing the existing structure with a new and wider bridge that is also compatible with future widening plans for 8th Street.

Bridge Replacement on CR93 over South Platte River – Logan County, CO

Project Manager. This project included engineering for a federally funded replacement of a bridge. Preliminary design included the development of a number of bridge options to provide Logan County with an optimal and cost efficient design. Final design for the 250 ft. bridge included floodplain permitting, 2D hydraulic model of the South Platte River, hydraulic bridge design, and completion of a Hydraulic Design Report.

4



YEARS OF EXPERIENCE

EDUCATION

Bachelor of Science Civil and Environmental Engineering Tufts University-Medford



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO, IN, KS, MA, NE, NM, and WY

NCEES Record Holder, National Council of Examiners for Engineering and Surveying

LEED AP, U.S. Green Building Council

SCOTT KLINKER PLS LEAD SURVEYOR | SEH

Scott will conduct necessary topographic survey for bridge, roadway, and Eagle River channel for this **project.** Scott is a senior survey crew chief with 32 years of experience and expertise providing topographic, boundary, easement, horizontal/vertical control, design, and construction surveys. He is highly experienced in CDOT standards projects and has provided right-of-way plan sets and legal descriptions for right-of-way and easement acquisitions.

EXPERIENCE

- County Road 44/33A Bridge Replacement – Weld County, CO
- 8th Street Bridge Replacement Loveland, CO
- o 4th Avenue Culvert Replacement Greeley, CO
- WCB 68/59A Bridge Replacement
 Weld County, CO

- County Road 93 over South Platte River Bridge Replacement – Logan County, CO
- Grandview Ave Bridge Replacement over Fourmile Creek – Fremont County, CO
- Scour Critical Bridge Improvements
 Boulder County, CO



EDUCATION

Associate in Applied Science Civil Engineering St. Cloud Technical College-St. Cloud



REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor in CO

DAVID HOESLY PE LEAD HYDRAULIC ENGINEER | SEH

David will be responsible for developing hydraulic recommendations, performing scour analysis, and preparing the hydraulic report. David is a senior project engineer with 16 years of experience designing storm sewers, detention ponds, water quality and LID improvements, roadway, site grading, water lines, landfills, and tailing facilities. He is proficient in preparing drainage reports, GESC plans and reports, No Rise certifications, H&H analysis, and computations.

EXPERIENCE

- Bellm Bridge Scour Repairs Minturn, CO
- Bridge Replacement on CR93 over South Platte River – Logan County, CO
- Overland Road and Riverside Drive Minor Structure Replacements – Boulder County, CO
- Scour Critical Bridge Improvements
 Boulder County, CO
- Bridge Scour Analysis Colorado
 Department of Transportation Bridge

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EDUCATION

Bachelor of Science Environmental Engineering Colorado State University-Fort Collins



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO

WAYNE HOWARD PE GRANT SUPPORT | SEH

Wayne will be available as a resource for our team for grant funding throughout the project.

Wayne has extensive experience in bridge inspection, road and bridge design, transportation corridors, development review, design management, construction management, and quality control. He has managed multidisciplined engineering and multi-jurisdictional projects for municipal, federal, state, and local governments. While serving as Weld County Engineer, he worked on program budgeting, planning, engineering design, pavement design, value engineering, cost estimating, construction management, and quality compliance.

EXPERIENCE

- County Road 44/33A Bridge Replacement – Weld County, CO
- 8th Street Bridge Replacement Loveland, CO
- Minor Bridge Inspections Larimer County, CO
- Local Agency Experience Various Projects, CO



EDUCATION

Bachelor of Engineering Civil Engineering Metropolitan University-Denver



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO

DARCY TIGLAS ENVIRONMENTAL PERMITTING LEAD | TIGLAS ECOLOGICAL SERVICES

Darcy will be responsible for leading the required environmental assessment of alternatives. Darcy is an environmental consultant with more than 25 years of experience in conducting wetland and sensitive species surveys. Her expertise lies in biological resources including wetlands, federal and state sensitive species, the Migratory Bird Act, impacts assessments, hazardous materials investigations, recreation resources, SB 40 Certification, and consultation with federal and state agencies that oversee these resources including U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS).

EXPERIENCE

- County Road 44/33A Bridge Replacement – Weld County, CO
- 26/25A Bridge Replacement Weld County, CO
- Ritoro Residential Development Elizabeth, CO
- Frontier Academy Athletic Fields Expansion – Greeley, CO

 Overland Road and Riverside Drive Minor Structure Replacement – Boulder County, CO

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 County Road 93 over South Platte River Bridge Replacement – Logan County, CO



EDUCATION

Master of Science Range Science Colorado State University

Bachelor of Arts Biology and Political Science Central University of Iowa

Associate of Arts Liberal Arts Cottey College of Nevada

UNION AVENUE BRIDGE FEASIBILITY STUDY

ENGLEWOOD, CO



The Union Avenue Bridge spans the South Platte River in the Town of Englewood, Colorado, a town with a population of roughly 34,000 located in the Denver – Aurora – Lakewood Metropolitan Statistical Area and the Front Range Urban Corridor. The Town contracted SEH to conduct analysis of various bridge alternatives, determining the service life and cost of these bridge options in order to recommend the most cost-effective solution. The feasibility study phase of this project is currently underway and expected to be completed later in 2024.

SEH identified bridge alternatives that could be implemented at the site. Using historical data, estimates from contractors, and engineering cost models, SEH will identify and quantify the Whole Project Life Cycle costs associated with each alternative. This includes both initial costs (e.g., design, construction, and right-of-way) and future costs (e.g., maintenance, repair, and replacement). These alternatives will then be analyzed in the context of the service life of each alternative. Historical data and engineering models will be used to estimate the number of years that each bridge alternative was expected to last before it needed to be replaced.

Future costs will be calculated for each alternative. Future construction/maintenance costs will be estimated using inflation rates chosen based on the specific circumstances of each alternative. Cost comparison will be conducted by comparing the estimated costs for each alternative. In the end, SEH will provide a comprehensive feasibility study with feasible alternatives and cost comparisons to the City to determine the best path forward to improve a critical piece of its transportation infrastructure. An additional piece of this feasibility study includes grant assessment. SEH will assess the potential improvement alternatives with several different grant sources to determine what grant(s) the City can apply for.



THE TOWN CONTRACTED SEH TO DETERMINE AND RECOMMEND THE MOST COST-EFFECTIVE SOLUTION.



CLIENT

*5*5-

City of Englewood

REFERENCE

Kyle Branham, PE Engineering Supervisor 1000 Englewood Parkway, Englewood, CO 80110 303.762.2517 kbranham@englewoodco.gov

GOTHIC BRIDGE REPLACEMENT AND FEASIBILITY STUDY

GUNNISON COUNTY, CO



engineering services to Gunnison County to assesses alternatives to improve a narrow, deteriorating bridge. The results of the report were used to support grant applications for design and construction funding.

SEH provided bridge

The study compared several bridge alternatives including widening, superstructure replacement, and

Legend: Green = Better performing alternative Red = Worse performing alternative Yellow = Intermediate performance is be een Green and Rec

Recommendation: Widening to the north is recommended because it has the lowest potential to impact the private property to the south of the bridge (Excerpt from Gothic Bridge Feasibility Study Report)

full bridge replacement. The study also assessed right-of-way impacts, construction traffic control, environmental concerns, and floodplain impacts. A preliminary bridge construction phasing plan was provided because there was no viable off-site detour route.

The study included non-destructive testing to obtain the length of the bridge's exposed pile foundations to confirm their adequacy for reuse. Preliminary sketches for construction phasing were provided to determine potential ROW impacts.

The results of the report determined that full replacement was a better long-term solution that rehabilitation/widening.

MEL HARMON BRIDGE REHABILITATION

PUEBLO, CO



The Mel Harmon Drive Bridge is an important structure for the City of Pueblo, as it carries significant traffic daily. While the bridge appeared to have solid bones (deck, girders, abutments, piers), it was showing its age with several age-related defects. The City of Pueblo selected SEH to provide all professional services necessary for design and development of construction drawings and specifications in order to address the findings from the inspection. Repairs were prioritized to meet the existing CDOT grant funding.

The scope of work included a site visit and an assessment memo to provide the City with all the defects, the severity, and recommended solutions. The rehabilitation design included abutment backfill replacement, girder anchor bolt repair, slope paving erosion repair, and bridge rail and approach guardrail replacement/upgrade. Concrete testing was performed to verify the condition of the existing deck that was covered by asphalt pavement.

CLIENT

Gunnison County

REFERENCE

Martin Schmidt Deputy County Manager for Public Works 195 Basin Park Dr, Gunnison, CO 81230 970.641.0044 mschmidt@gunnisoncounty.org

CLIENT

8

City of Pueblo

REFERENCE

Charles Roy, PE Deputy Director of Public Works 211 E D Street, Pueblo, CO 81003 719.553.2271 croy@pueblo.us



The SEH team has the following approach to meet the Town's scope requirements to determine feasible cost-efficient alternatives to improve the existing Bellm Bridge. The improvement alternatives will include a rehabilitation option to address the observed bridge scour and fix other issues to extend the service life of the bridge. It will also include a replacement option to accommodate more wholesale upgrades (span configuration, hydraulic opening, bridge width) for a long-term improvement solution. Either way, we understand that this is a critical stage in determining how the Town handles this bridge and that a thorough feasibility study is required to make a justifiable, sustainable decision for a long-term solution.

PROJECT MANAGEMENT

Parsa Kolahi, PE will be the team's project manager for this project. Parsa will build on his experience working with the Town to provide recommendations for short-term scour improvements. He has a wide variety of bridge design, inspection, and project management experience which he will use to support the Town on this project. Parsa will be supported by Principal **Steve Kaye, PE** who is also a bridge engineer by experience. Steve will be responsible for making sure Parsa has the resources he needs to deliver the project and provide QA/QC review of project decisions and deliverables.

INFORMATION GATHERING

In order to assess improvement alternatives, a thorough comprehensive understanding of the existing site conditions and current structure condition is needed. Important aspects of this phase include:

Site Visit: This will start with a site visit to allow our engineering team to assess the site and

bridge condition. This site visit will have a different flavor than an inspection visit, as it will focus on improvements to extend the bridge service life and improve site safety and resiliency. Additional data including measurements of structural elements and deterioration will be used to support development of cost estimates.

Survey: SEH's in-house survey team will perform the survey needed to perform the feasibility study. This will include the existing bridge element geometry, roadway approaches, adjacent topography, and all required channel data for hydraulic modeling. The survey will allow for accurate calculations for construction costs for bridge improvements and support hydraulic modeling for any needed scour analysis and bridge replacement hydraulic modeling. We plan to perform the survey in a manner that it can be used for future design phases.

Review of existing documents: There is a variety of documents available for the existing structure including plans, inspection reports with Essential Repair Finding (ERF), and settlement monitoring data.





The SEH team is familiar with all of these documents through previous work on the bridge, which will streamline effort. Each of these documents provides valuable information to support the feasibility study.

SEH recent relevant experience: SEH has an in-house multi-discipline team including survey staff, bridge engineers, bridge inspectors, and water resource engineers all working with each other to thoroughly assess existing conditions and collect data to support both bridge rehabilitation and bridge replacement design projects.

SEH RECENT RELEVANT EXPERIENCE SEH has an in-house multi-discipline team including survey staff, bridge engineers, bridge inspectors, and water resource engineers all working with each other to thoroughly assess existing conditions and collect data to support both bridge rehabilitation and bridge replacement design projects.

FEASIBILITY STUDY

We plan to use the information gathered from the previous stage to inform the aspects related to bridge alternatives to efficiently and thoroughly develop and refine the rehabilitation and replacement alternatives. The key here is to find a good balance in spending enough effort to develop/vet alternatives, but not go beyond what is necessary to efficiently complete the study.

Hydrologic + Hydraulic (H+H) Assessment:

Outside of the bridge design itself, H+H may be the most impactful design element for the project. The Eagle River is a FEMA regulated floodplain, which our team has already investigated. We have obtained the regulatory model and reviewed the reach including the Bellm Bridge. Our team will use the regulatory model hydrology and channel hydraulic information with incorporation of the channel site survey. This will allow the creation of a corrected effective hydraulic model.

This will be used to assess scour potential and design scour countermeasures for the bridge rehabilitation alternative. For the bridge replacement alternative, the corrected effective model will be used to determine an optimal span configuration and assess floodplain impacts. The assessment will strive to minimize impacts to the existing floodplain and achieve a no-rise condition so that a FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) would not be needed.

According to the available bridge plans, the 100year water surface elevation is "at bottom of girders," which wouldn't meet current CDOT criteria for freeboard.



SEH RECENT RELEVANT EXPERIENCE SEH has teamed with Tiglas Ecological Services on at least 10 recent bridge-related design projects

, including the Masonville Bridge Replacement in Larimer County (photo below). This experience allows the environmental and engineering disciplines of our team to work together as if they were in the same company as efficiently as possible.



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Environmental Considerations: While secondary to the H+H and bridge design aspects of the project, environmental considerations are an important aspect to bridge design projects. A review of the environmental impacts for both rehabilitation and replacement alternatives and the effect to design cost and schedule for each will be provided by Darcy Tiglas with Tiglas Ecological Services.

Bridge Rehabilitation and Replacement

Alternatives: We plan to assess both a bridge rehabilitation and a bridge replacement option. The bridge rehabilitation option would likely endeavor to address the abutment scour condition, localized damaged/deteriorated areas, safety upgrades (bridge/approach rail system), and other methods to extend the service life of the bridge. The goal for a bridge replacement alternative would be to provide the most cost-effective way to replace the aging existing structure.

While the bridge replacement alternative would likely come with a larger upfront cost, it would also likely have a considerably higher service life and could incorporate other safety or resiliency improvements like providing a wider bridge, using fewer spans and pier supports, and improving hydraulic performance/capacity and scour resistance. We plan to include a Life Cycle Cost Analysis (LCCA) to compare the total costs of the rehabilitation and replacement options over the service life of each option.



SEH RECENT RELEVANT EXPERIENCE SEH performed a feasibility study for Gunnison County to compare rehabilitation and replacement

options. The study included an assessment of bridge costs, environmental considerations, roadway alignments, and ROW impacts. This study determined that the replacement option was most favorable because, while the cost was marginally higher, it offered a much greater service life compared to the rehabilitation option.

COST ESTIMATING

This stage will include cost estimating for the design and construction of all the alternatives considered for bridge improvements. This is a very important aspect of the study because we anticipate the cost estimates created during this stage will be used for Town planning and grant applications for future design and construction phases.

Design cost estimating: Accurate design phase costs include not just engineering, but also environmental/ floodplain permitting, potential ROW acquisition, utility considerations, and others. Design costs also vary depending on funding sources. If federal funding and/ or CDOT oversight is required, design phase costs and the duration of the design phase can be significantly more than locally funded projects.

Construction cost estimating: Providing accurate cost estimates is one of the most important aspects of this project. The Town will use the cost estimates for both budgeting and grant application support. Cost estimate accuracy will be achieved with quantity calculations, bid prices, and an understanding of local Colorado mountain region Contractor bid tendencies.



SEH RECENT RELEVANT EXPERIENCE SEH has held an on-call architecture/ engineering services contract with

Roaring Fork Transportation Authority (RFTA). Our team has provided construction cost estimating support and Contractor bid reviews for several different sized/scoped construction projects, including the Wingo Pedestrian Bridge Rehabilitation Project (photo below), gaining an understanding of the current Colorado mountainarea construction bidding/cost climate.



Grant Support: We understand that the Town has limited funding available for the bridge improvements that may be needed and that bridges tend to be among the most costly/valuable assets that municipalities have. Our team has a wide range of experience with grants for different types of infrastructure projects, and we plan to use this experience to assess each bridge improvement opportunity for grant applicability for planning, design phase, and construction.



SEH RECENT RELEVANT EXPERIENCE SEH has supported Logan County in obtaining multiple Bridge Replacement Off-System (BRO) grants to replace a bridge carrying CR93 over the South Platte River. This support included a cost estimating and grant

application review for a design phase grant, and two construction phase grants. Construction will be completed in the first half of 2024.

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FEASIBILITY STUDY REPORT

The report created in this phase will summarize all study phase tasks performed, include recommendations, and provide the information needed for the Town to determine its best path forward. The report will provide documentation and justification for the Town's decision on how to move the bridge improvements forward. The report will also be an important part of subsequent grant applications to show potential funding authorities that the Town is committed to the project and that the information provided in these applications has a valid source. The report will be a collaborative effort and include a review/comment cycle to make sure the Town's needs are covered.

PROJECT SCHEDULE

	2024								
TASK	Apr	Мау	Jun	Jul	Aug				
Project Management									
Information Gathering									
Feasibility Study									
Report									

Key

- Draft Feasibility Study Report (August 1)
- Final Feasibility Study Report (September 1)

Schedule and milestones provided are based on an NTP date of April 1st.

ISSUES AND OPPORTUNITIES I BELLM BRIDGE FEASIBILITY STUDY



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Agreement for Services

SEH has recently negotiated an agreement for professional services with the Town of Minturn for the Bellm Bridge. We request the same revisions to the RFP and the Town's Professional Services Agreement that were previously requested by SEH and approved by the Town. The revisions are summarized below. SEH is willing to discuss and negotiate any of these terms with the Town at any point during the selection process.

1. RFP Section "General Provisions"

• Section L. Request section be deleted and Insurance and Indemnification be covered under the Town Professional Services Agreement:

2. Professional Services Agreement

- After first paragraph add sentence: "The term "Contractor" is used for convenience only and does not imply any rights, responsibilities, or warranties."
- Section 1, sentence 2. Delete "warrants and"
- Section 1, sentence 5. Delete "in a good and workman like manner and in conformity with the standard of care in the industry in Colorado." Replace with "consistent with the care and skill ordinarily exercised by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services."
- Section 5, sentence 2. Add "and delivered by Contractor to Town" after "prepared"
- Section 5, add sentence to end of section. "Contractor shall be entitled to rely on the accuracy and completeness of information or services furnished by Town or others employed by the Town and shall not be liable for damages arising from reasonable reliance on such materials."
- Section 8a, sentence 1. Add "and annual aggregate" after "occurrence"
- Section 8b, sentence 1. Add "per occurrence and in aggregate" after "(\$1.000,000.00)
- Section 8ci. Delete sentence "If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6) month tail."

- Section 9 sentence 1. Add "negligent" prior to "omission"
- Section 9 add to end of section. "Notwithstanding anything to the contrary herein, neither party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them."
- Section 12 (Compliance with CRS § 24-76.5-103.) Delete entire section.
- Section 13, sentence 1. Delete "and warrants"
- Section 13, sentence 2. Add "caused by Contractor's Scope of Services" after "interest"
- Section 15, sentence 1, add "negligent" before "errors" and "omissions"
- Section 15, add sentence to end of section, "The Town hereby agrees that to the fullest extent permitted by law, Contractor's total liability to the Town for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed Contractor's insurance limits as provided in paragraph 8 of this Agreement."
- Section 17, add sentence to end of section, "Any dispute between the Town and Contractor arising out of or relating to this Agreement or the services (except for unpaid invoices) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise."

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SEH has a thorough understanding of the existing bridge, the observed scour, and Minturn's ultimate goal to find a cost-effective long term improvement solution for this important asset. The effort for this study needs to be great enough to thoroughly vet potential solutions and provide background and justification for the Town's direction, but not excessive effort and progressing designs that will not be used. SEH has carefully considered our effort for this scope and endeavors to achieve a balance to give the Town optimal value. We are happy to discuss our effort with respect to the scope and revise as necessary to best support the Town.

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Tasks	Hours	SEH Labor Cost	Subconsultants and ODCs	Totals
1 – Project Management	34	\$7,920	\$0	\$7,920
2 - Information Gathering	92	\$14,273	\$2,650	\$16,923
3 – Bridge Replacement Feasibility Study	170	\$30,500	\$2,400	\$32,900
4 - Feasibility Report	64	\$12,200	\$0	\$12,200
Totals	360	\$64,893	\$5,050	\$69,943

ASSUMPTIONS AND EXCLUSIONS:

- 1. The scope for this estimate is based on the scope provided in the RFP and this proposal. Any scope items not explicitly included in these documents is explicitly excluded from our estimate.
- 2. Utility locating, testholes, coordination, and/or design considerations are not included
- 3. No construction documents, plans, or specifications are included in this scope.
- 4. Environmental or floodplain permitting applications/submittals are not included in this scope.
- 5. ROW/easement-related services of any kind including mapping, plans, or acquisition are not included in this scope.

🐑 Additional Data

We do not take our past collaborations with Minturn for granted. In addition to the work detailed in the Approach, we believe our team provides additional value based on our comprehensive funding and bridge evaluation/design experience. As a result, we have provided summaries of our Grant Assessment/Funding Services and Whole Project Life Cycle experience in this section, enabling the Town to make a fully informed decision regarding the Bellm Bridge.

GRANT ASSESSMENT/FUNDING

The SEH team includes both experienced bridge engineers and dedicated funding specialists who work every day across the public and private sectors to provide financially feasible project solutions for our clients. As a result, we have extensive experience pursuing, securing, and providing compliance for a variety of federal, state, and local funding sources. Potential grant sources include but are not limited to Federal Agencies (FHWA, FEMA) and State /Local Agencies (CDOT, CML, CCI, DOLA). Programs are available for bridge replacement (BRO), trails (TAP), multi-modal (MMOF), and many others. SEH has the know-how to guide our clients through the entire funding process.

SEH employs a team of experienced funding experts who understand the importance of affordable financing for municipal projects. Our in-house economic development group has secured millions from state and federal funding programs for a variety of municipal projects. There are many available grant programs with many rules and requirements. Based on our experience, we don't plan on doing an exhaustive study of every possible grant opportunity; however, we will use our team's experience to focus on the most applicable grant programs.

Wayne Howard is included on the SEH team and brings a wealth of in-house knowledge related to bridge design and construction, but also potential funding mechanisms that was in-part gained during his 24-year tenure at Weld County.





WHOLE PROJECT LIFE CYCLE EXPERIENCE

SEH project managers, bridge engineers, and other discipline leads supporting bridge projects have years of experience in all phases of bridge improvement projects. This experience includes grant application support, planning and feasibility studies, data collection, preliminary design, final design, environmental clearances and permitting, preparation of construction bid documents, engineering services during construction, and full construction administration for bridge rehabilitation and bridge replacement projects. Specific of examples of our experience include:

SEH-led bridge grant application funding support projects include:

- Logan County Road 93 over South Platte River Bridge Replacement
- Grandview Avenue over Fourmile Creek Bridge Replacement



SEH-led bridge improvement planning and feasibility studies include:

- Gothic Road Bridge Gunnison County
- Mel Harmon Bridge City of Pueblo
- Roaring Fork Pedestrian Bridge Roaring Fork Transportation Authority (RFTA)
- Union Ave Bridge over South Platte River City of Englewood
- Rivera Bridge Rehabilitation La Plata County



SEH-led completed bridge rehabilitation design/ construction projects:

- Larimer County Road 80 over South Fork Cache La Poudre – Larimer County
- $\circ~$ 95th Ave over Cache La Poudre City of Greeley
- Weld County Road 26 over Cache La Poudre Town of Windsor
- Wingo Bridge over Roaring Fork River RFTA
- County Road 240 and 245 Bridge Deck Replacements – La Plata County



SEH-led completed bridge replacement projects:

- Masonville Bridge Replacement Larimer County
- Weld County Road 68/59A Weld County
- 8th Street Bridge Replacement City of Loveland
- Apache City Road Bridge Replacement Pueblo County
- Logan County Road 93 Bridge Replacement Logan County



Our team's deep experience in all phases of bridge rehabilitation and replacement projects for Colorado local agencies allows us to efficiently perform thorough feasibility studies to allow bridge owners to make informed decisions and do what is best for their constituents both in the short and long term.

Building a Better World for All of Us®

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES

Short Elliott Hendrickson Inc.

Bellm Bridge Feasibility Study	Date Prepared:	3/20/2024										
		Project Manager /										Subconsultants and
	Principal	Lead Structural	Graduate	Lead Technician	Sr H+H QC		Staff H+H	Licensed Land	Survey			Other Direct Costs
Position	QA/QC	Engineer	Engineer	/ CAD	Engineer	Sr H+H Engineer	Engineer	Surveyor	Technician	Grant Support	Accountant	(ODCs)
Project Billing	\$ 250	\$ 200	\$ 14	0 \$ 155	\$ 230	\$ 205	\$ 130	\$ 203	\$ 145	\$ 265	\$ 140	

1 - Project Management

- ,																
Subtask	Title															
а	Meetings		20										4			
b	Invoicing, Progress Reports, Budget + Sub management		14									4	4			
	Subtotals	0	34	0	0	0	0	0	0	0	0	5	8\$-	34	\$ 7,9	20
2 - Inform	ation Gathering															
Subtask	Title															
а	Site Visit/Kickoff meeting		10	8									\$ 350.00			
b	Review Existing Docs		1	2	3											
с	Topo Survey (8 cross-sections)								6	62			\$ 2,300			
	Subtotals	0	11	10	3	0	0	0	6	62	0	(0 \$ 2,650	92	\$ 16,9	23
3 - Bridge	Replacement Feasibility Study															
Subtask	Title															
а	Preliminary H+H Assessment		1			1	22	26								
b	Final H+H Assessment	1	1			1	22	18						1		
	Environmental Assessment		2										\$ 2,400			
с	Bridge rehab layout and configuration		2		12											
d	Bridge replacement layout and configuration		2		12									1		
e	Cost Estimating	1	6	10												
f	LCCA	1	8													
g	Grant Support	1	8								12					
	Subtotals	4	30	10	24	2	44	44	0	0	12	. (0 \$ 2,400	170	\$ 32,9	00
4 - Feasib	lity Report													-		
Subtask	Title															
а	Draft Assessment Report		30	8	4											
b	QA/QC	4	4													
с	Comment response and Final Report	2	8	4]		
	Subtotals	6	42	12	4	0	0	0	0	0	0	(D\$-	64	\$ 12,2	00
Project To	otals															
	Subtotals	10	117	32	31	2	44	44	6	62	12		8 \$ 5,050	360	\$ 69,9	13
	Subtotal Cost	2500	23400	4480	4805	460	9020	5720	1218	8990	3180	1120	5,050	\$ 69,943		

EXHIBITB

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

("Contractor") certifies to the Town of Minturn (the "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

		Ву:				 	
		Name:				 	
		Title:				 	
STATE OF COLORADO)) ss.						
COUNTY OF EAGLE)						
The foregoing Agreement,2023by	was	acknowledged	before	me	this	 day	of
	1						

Witness my hand and official seal. My commission expires:

Notary Public