

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 16 – SERIES 2015**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE
TOWN OF MINTURN TO SIGN A SERVICE AGREEMENT
WITH CHARLES F. SPANEL, INC, DBA INTER-
MOUNTAIN ENGINEERING FOR SPECIFIC
PROFESSIONAL SERVICES**

WHEREAS, the Town of Minturn desires to enter into an agreement for professional services with Charles F. Spanel, INC, DBA Inter-Mountain Engineering as set forth

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS
AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL
NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this
4TH day of November, 2014.**

TOWN OF MINTURN

By: *Hankup Flaherty*
Mayor

ATTEST:

[Signature]
Town Clerk



AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN TOWN OF MINTURN, COLORADO
AND
CHARLES F. SPANEL, INC. DBA
INTER-MOUNTAIN ENGINEERING

THIS AGREEMENT ("Agreement") is effective as of the 21 day of NOVEMBER, 2015 by and between Charles F. Spanel, Inc., a Colorado corporation d/b/a Inter-Mountain Engineering (hereinafter "Consultant" or "Contractor") and Town of Minturn, Colorado, a body corporate and politic (hereinafter "Town").

RECITALS

WHEREAS, Town of Minturn desires to retain Consultant to evaluate, survey, design and prepare necessary engineering and permitting materials for the construction of portions of the Eagle Valley Trail (the "Project") from the Minturn Town boundary (Dowd Junction) to the Downtown Minturn (the "Property"); and

WHEREAS, Consultant is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Services as defined below in paragraph 1 hereof; and

WHEREAS, this Agreement shall govern the relationship between Consultant and Town in connection with the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the following promises Consultant and Town agree as follows:

1. Services. Consultant agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the services described in Exhibit A ("Services") which is attached hereto and incorporated herein by reference. The Services shall be performed in accordance with the provisions and conditions of this Agreement. The Services relate to the Project and Property depicted in Exhibit D.
 - a. Consultant agrees to furnish the Services in accordance with the schedule established in Exhibit A. If no completion date is specified in Exhibit A, then Consultant agrees to furnish the Services in a timely and expeditious manner consistent with the applicable standard of care. By signing below Consultant represents that it has the expertise and personnel necessary to properly and timely perform the Services.
 - b. County's Request for Qualifications and Request for Proposals (but not Consultant's response(s) thereto) are incorporated herein by reference thereto.
 - c. In the event of any conflict or inconsistency between the terms and conditions set forth in Exhibit A, the County's Request for Qualifications or Request for Proposals and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.
 - d. Consultant agrees that it will not enter into any consulting or other arrangements with third parties that will conflict in any manner with the Services.

2. Town's Representative. The Town Manager, William Powell, shall be Consultant's contact with respect to this Agreement and performance of the Services.

3. Term of the Agreement. This Agreement shall commence upon the date first written above, and subject to the provisions of paragraph 12 hereof, shall continue in full force and effect through the 30th of June, 2016.

4. Extension or Modification. This Agreement may not be amended or supplemented, nor may any obligations hereunder be waived, except by agreement signed by both parties. No additional services or work performed by Consultant shall be the basis for additional compensation unless and until Consultant has obtained written authorization and acknowledgement by Town for such additional services in accordance with Town's internal policies. Accordingly, no course of conduct or dealings between the parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, and no claim that Town has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by Town for such additional services is not timely executed and issued in strict accordance with this Agreement, Consultant's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.

5. Compensation. Town shall compensate Consultant for the performance of the Services in a sum computed and payable as set forth in Exhibit A and at the rates set forth in Exhibit B. The performance of the Services under this Agreement shall not exceed forty seven thousand nine hundred eighty five dollars (\$47,985.00). Consultant shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by Town.

a. Payment will be made for Services satisfactorily performed within forty five (45) days of receipt of a proper and accurate invoice from Consultant. All invoices shall include detail regarding the hours spent, tasks performed, who performed each task and such other detail as Town may request.

b. Any out-of-pocket expenses to be incurred by Consultant and reimbursed by Town shall be identified on Exhibits A and B. Out-of-pocket expenses will be reimbursed without any additional mark-up thereon and are included in the not to exceed contract amount set forth above. Out-of-pocket expenses shall not include any payment of salaries, bonuses or other compensation to personnel of Consultant. Consultant shall not be reimbursed for expenses that are not set forth on Exhibits A and B unless specifically approved in writing by Town.

c. If, at any time during the term or after termination or expiration of this Agreement, Town reasonably determines that any payment made by Town to Consultant was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from Town, Consultant shall forthwith return such payment(s) to Town. Upon termination or expiration of this Agreement, unexpended funds advanced by Town, if any, shall forthwith be returned to Town.

d. Town will not withhold any taxes from monies paid to the Consultant hereunder and Consultant agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

e. Notwithstanding anything to the contrary contained in this Agreement, Town shall have no obligations under this Agreement after, nor shall any payments be made to Consultant in respect of any period after December 31 of any year, without an appropriation therefor by Town in accordance with a budget adopted by the

Town Council in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

6. Sub-consultants. Consultant acknowledges that Town has entered into this Agreement in reliance upon the particular reputation and expertise of Consultant. Consultant shall not enter into any sub-consultant agreements for the performance of any of the Services or additional services without Town's prior written consent, which may be withheld in Town's sole discretion. Town shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom Town has an objection, in its reasonable discretion, shall be assigned to the Project. Consultant shall require each sub-consultant, as approved by Town and to the extent of the Services to be performed by the sub-consultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all the obligations and responsibilities which Consultant, by this Agreement, assumes toward County. Town shall have the right (but not the obligation) to enforce the provisions of this Agreement against any sub-consultant hired by Consultant and Consultant shall cooperate in such process. The Consultant shall be responsible for the acts and omissions of its agents, employees and sub-consultants or sub-contractors. Town acknowledges that Western Ecological Resource, Inc. may be sub-consultant to Consultant and may perform portions of the Services at the rates set forth in Exhibit B.

7. Insurance. Consultant agrees to provide and maintain at Consultant's sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a. Types of Insurance.

- i. Workers' Compensation insurance as required by law.
- ii. Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.
- iii. Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits.
- iv. Professional liability insurance with prior acts coverage for all Services required hereunder, in a form and with an insurer or insurers satisfactory to Town, with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. In the event the professional liability insurance is on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement. Continuous coverage will be maintained during any applicable statute of limitations for the Services and Project.

b. Other Requirements.

- i. The automobile and commercial general liability coverage shall be endorsed to include Town, its associated or affiliated entities, its successors and assigns, elected officials, employees, agents and volunteers as additional insureds.
- ii. Consultant's certificates of insurance shall include sub-consultants as additional insureds under its policies or Consultant shall furnish to Town separate certificates and endorsements for each sub-consultant. All coverage(s) for sub-consultants shall be subject to the same minimum requirements identified above. Consultant and sub-consultants, if any, shall maintain the foregoing coverage in effect until the Services are

completed. In addition, all such policies shall be kept in force by Consultant and its sub-consultants until the applicable statute of limitations for the Project and the Services has expired.

iii. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Colorado and with an "A.M. Best" rating of not less than A-VII.

iv. Consultant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Consultant's policy shall contain a waiver of subrogation against Town.

v. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to Town in the event of cancellation of coverage.

vi. All insurers must be licensed or approved to do business within the State of Colorado and all policies must be written on a per occurrence basis unless otherwise provided herein.

vii. Consultant's certificate of insurance evidencing all required coverage(s) is attached hereto as Exhibit C. Upon request, Consultant shall provide a copy of the actual insurance policy and/or required endorsements required under this Agreement within five (5) business days of a written request from Town, and hereby authorizes Consultant's broker, without further notice or authorization by Consultant, to immediately comply with any written request of Town for a complete copy of the policy.

viii. Consultant shall advise Town in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. Consultant, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish Town a new certificate of insurance showing such coverage.

ix. If Consultant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to Town, Town shall be entitled to immediately terminate this Agreement.

x. The insurance provisions of this Agreement shall survive expiration or termination hereof.

xi. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to Town, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

xii. Consultant is not entitled to workers' compensation benefits except as provided by the Consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

xiii. Consultant will insure that sub-contractors possess insurance that meets the minimum criteria set forth herein.

8. Indemnification. The Consultant shall indemnify and hold harmless Town, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which Town may become subject to insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Consultant or any of its sub-consultants hereunder; and Consultant shall reimburse Town for reasonable attorney fees and costs, legal and other expenses incurred by Town in connection with investigating or defending any such loss, claim, damage, liability or action to the extent caused by Consultant's negligence. This indemnification shall not apply to claims by third parties against the Town to the extent that Town is liable to such third party for such claims without regard to the involvement of the Consultant. This paragraph shall survive expiration or termination hereof.

9. Ownership of Documents. All documents prepared by Consultant in connection with the Services shall become property of Town. Consultant shall execute written assignments to Town of all rights (including common law, statutory, and other rights, including copyrights) to the same as Town shall from time to time request. For purposes of this paragraph, the term "documents" shall mean and include reports, plans, studies, tape or other electronic recordings, drawings, sketches, estimates, data sheets, maps and work sheets produced, or prepared by or for Consultant (including any employee or subconsultant in connection with the performance of the Services and additional services under this Agreement). Consultant shall furnish to Town, at a minimum, one set of CAD and PDF drawings for Town review and ownership for the preliminary design and final construction drawings. Any and all unauthorized reuse of Documents prepared by Consultant on another or different project will be at the sole risk of the Town and without liability to Consultant.

10. Notice. Any notice required by this Agreement shall be deemed properly delivered when (i) personally delivered, or (ii) when mailed in the United States mail, first class postage prepaid, or (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below, or (iv) when sent via facsimile so long as the sending party can provide facsimile machine or other confirmation showing the date, time and receiving facsimile number for the transmission, or (v) when transmitted via e-mail with confirmation of receipt. Either party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

TOWN:

Town of Minturn
Attention: William Powell, Town Manager
302 Pine Street
Post Office Box 309
Minturn, CO 81645
Telephone: 970-827-5645
Facsimile: 970-827-5545
E-Mail: manager@minturn.org

CONSULTANT:

Charles F. Spanel, Inc. d/b/a Inter-Mountain Engineering
Attention: Jeffery Spanel
40801 U.S. Highway 6, Suite 203
Post Office Box 978
Avon, CO 81620
Telephone: 970-949-5072

Facsimile: 970-949-9339

E-Mail: jspanel@inter-mtn.net

11. Coordination. Consultant acknowledges that the development and processing of the Services for the Project may require close coordination between various consultants and contractors. Consultant shall coordinate the Services required hereunder with the other consultants and contractors that are identified by Town to Consultant from time to time, and Consultant shall immediately notify such other consultants or contractors, in writing, of any changes or revisions to Consultant's work product that might affect the work of others providing services for the Project and concurrently provide Town with a copy of such notification. Consultant shall not knowingly cause other consultants or contractors extra work without obtaining prior written approval from Town. If such prior approval is not obtained, Consultant shall be subject to any offset for the costs of such extra work.

12. Termination. Town may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with seven (7) calendar days' prior written notice to the Consultant. Upon termination of this Agreement, Consultant shall immediately provide Town with all documents as defined in paragraph 9 hereof, in such format as Town shall direct and shall return all Town owned materials and documents. Town shall pay Consultant for Services satisfactorily performed to the date of termination. In the event the Town breaches any of the terms of this Agreement, Consultant shall provide Town with written notice and a reasonable opportunity to cure the alleged breach. In the event Town fails to cure, then Consultant shall have the right to terminate this Agreement and cancel any further obligations hereunder. In the event of such termination by Consultant, Consultant shall provide all documents as defined in paragraph 9 to Town.

13. Venue, Jurisdiction and Applicable Law. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the Courts for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

14. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the parties to this Agreement: (i) Electronic or facsimile delivery of a fully executed copy of the signature page; (ii) the image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 to 121.

15. Other Contract Requirements.

a. Consultant shall be responsible for the completeness and accuracy of the Services, including those performed by its sub-consultants and including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein. The fact that the Town has accepted or approved the Services shall not relieve Consultant of any of its responsibilities. Consultant shall perform the Services in a skillful, professional and competent manner and in accordance with the standard of care, skill and diligence applicable to Consultants performing similar services. Consultant represents and warrants that it has the expertise and personnel necessary to properly perform the Services and covenants that its professional personnel are duly licensed to perform the Services within Colorado. This paragraph shall survive termination of this Agreement.

b. Consultant agrees to work in an expeditious manner, within the sound exercise of its judgment and professional standards, in the performance of this Agreement. Time is of the essence in performance of the Services.

c. This Agreement constitutes an agreement for performance of the Services by Consultant as an independent contractor and not as an employee of Town. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between Town and Consultant except that of independent contractor. Consultant shall have no authority to bind Town.

d. Consultant represents and warrants that at all times in the performance of the Services, Consultant shall comply with applicable laws, codes, rules and regulations.

e. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understanding between the parties with respect thereto.

f. Consultant shall not assign any portion of this Agreement without the prior written consent of the Town. Any attempt to assign this Agreement without such consent shall be void.

g. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the parties, and not to any third party.

h. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

i. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

j. Consultant shall maintain for a minimum of three years, adequate financial and other records for reporting to Town. Consultant shall be subject to financial audit by federal, state or Town auditors or their designees. Consultant authorizes such audits and inspections of records during normal business hours, upon 48 hours' notice to Consultant. Consultant shall fully cooperate during such audit or inspections.

k. The signatories to this Agreement aver to their knowledge, no employee of the Town has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Consultant has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Consultant shall not employ any person having such known interests.

l. The Consultant, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

16. Prohibitions on Government Contracts.

As used in this Section 16, the term undocumented individual will refer to those individuals from foreign countries not legally within the United States as set forth in C.R.S. 8-17.5-101, et. seq. If Consultant has any employees or subcontractors, Consultant shall comply with C.R.S. 8-17.5-101, et. seq., and this Agreement. By execution of this

Agreement, Consultant certifies that it does not knowingly employ or contract with an undocumented individual who will perform under this Agreement and that Consultant will participate in the E-verify Program or other Department of Labor and Employment program ("Department Program") in order to confirm the eligibility of all employees who are newly hired for employment to perform Services under this Agreement.

a. Consultant shall not:

i. Knowingly employ or contract with an undocumented individual to perform Services under this Agreement; or

ii. Enter into a subcontract that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an undocumented individual to perform work under the public contract for services.

b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in the E-Verify Program or Department Program, as administered by the United States Department of Homeland Security. Information on applying for the E-verify program can be found at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

c. Consultant shall not use either the E-verify program or other Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

d. If Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an undocumented individual, Consultant shall be required to:

i. Notify the subcontractor and Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an undocumented individual; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (i) of the paragraph (d) the subcontractor does not stop employing or contracting with the undocumented individual; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented individual.

e. Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority established in C.R.S. 8-17.5-102(5).

f. If Consultant violates these prohibitions, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated specifically for breach of this provision of this Agreement, Consultant shall be liable for actual and consequential damages to Town as required by law.

g. Town will notify the Colorado Secretary of State if Consultant violates this provision of this Agreement and Town terminates the Agreement for such breach.

EXHIBIT A
SCOPE OF WORK

SEPTEMBER 30 VERSION FOR TOWN OF MINTURN REVIEW

EAGLE VALLEY TRAIL COMPLETION PROJECT - SCOPE OF WORK

TABLE 1: TASKS/DELIVERABLES – DOWD JUNCTION to MINTURN TRAIL SEGMENT

Tier 1 Task Summary	Cost Proposal	Schedule
<p>Consultant to organize and/or participate in project meetings through the term of this Scope of Work that may include meetings with Town, County, Federal and State of Colorado agencies, private property owners and utilities, kick-off meeting, progress meetings, public meetings and any other meetings as identified during the planning and design process. Estimated 20 hours of meetings.</p>	\$2,500	Commence Oct. 2015
<p>Analysis Base Map that includes:</p> <ul style="list-style-type: none"> • Potential location of trail center line for 10 foot wide paved trail on east side of road right of way, based on field staking meeting with Town staff, that avoids sensitive resources and maintains moderate, accessible grades to the greatest extent possible. • CR 14 apparent right of way width based on County map records, if within 50 feet of proposed trail centerline • Location of gravel road improvements compared to edge of ROW • Parcel lines and ownership on proposed trail route • Utilities within 25 feet of trail centerline • Location of existing fences, structures, drainages, culverts, driveway intersections along trail route. • Two foot contour topography, mapped wildlife and geologic hazard zones • Mapping work to include Minturn Road records review to confirm right of way width in project area. • This map will use a combination of GIS information and existing survey information to show field conditions and ownership. 	<p>Surveying: \$11,500</p> <p>Civil Design: \$3,500</p> <p>Geology \$5,000</p> <p>Review, QC, Value Eng. \$1,000</p>	Complete by Jan. 30, 2016
<p>Prepare conceptual cost estimate of proposed trail route based on above Analysis Map, a review of constructability issues, and value engineering to control costs.</p>	\$1,900	Complete by Jan. 30, 2016
<p>Perform cursory field review, mark sites and prepare report identifying potential wetlands and locations of threatened, endangered or candidate plant or animal species within 30 feet of proposed trail centerline for consideration and direction by USFS, State Land Board, Corps of Engineer.</p>	\$10,305	Complete by Jan. 30, 2016
<p>Legal description and map of trail alignment through USFS and Colorado Land Board properties for trail right of way</p>	\$2,280	Complete by Jan. 30, 2016
<p>Legal description and map, exhibits, applications and studies of trail alignment through Union Pacific Railroad property, as directed by UPRR through Town of Minturn.</p>	\$10,000	Complete by Jan. 30, 2016
<p>Estimated Total Cost of Proposed Services</p>	\$47,985	

Potential Additional Work, may or may not include the following items.

Cost of work to be to mutual satisfaction of Town and Consultant.

1. Additional environmental and cultural clearance field studies and work as required by land owners and pertinent local, state or federal regulation.
2. Right of way application (Standard Form 299 or as directed) and related materials for U.S. Forest Service submittal on behalf of Town, other than legal description and exhibits called out in current scope of work.
3. License application and related materials for submittal to State Land Board on behalf of Town, other than legal description and exhibits called out in current scope of work.
4. Easement exhibit materials as required for use of private property for trail right of way on behalf of Town.
5. Application to use County Road 14 right of way as needed and related materials for submittal to Eagle County.
6. Plan set for preliminary reviews, including necessary survey and engineering services.
7. Geotechnical services, as needed for completion of trail design.
8. Construction plan set
9. Management of bidding process, addenda, construction, RFI's and construction engineering

EXHIBIT B
Consultant Rate Sheet



PROFESSIONAL FEE SCHEDULE

January 1, 2015

<u>Personnel:</u>	<u>Unit Rate</u>
Principal Engineer	\$165.00/hr.
Project Manager	\$125.00/hr.
Senior Engineer	\$115.00/hr.
Project Engineer	\$100.00/hr.
Design or Field Engineer	\$95.00/hr.
Survey Manager	\$120.00/hr.
2 Man Survey Crew with GPS or Robotic	\$170.00/hr.
1 Man Survey Crew with GPS or Robotic	\$140.00/hr.
Senior Technician or Party Chief	\$90.00/hr.
CADD Technician	\$95.00/hr.
Technical Typist	\$50.00/hr.
<u>Reimbursable Expenses:</u>	
Computer Plots	\$20.00/ea.
Photocopies	\$0.20/ea.
Large Scale Photocopies	\$3.50/ea.
Mylar Sepias	\$25.00/ea.
Mileage	\$0.65/mile
Outside Services	Actual Cost +20%

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

DENVER OFFICE

9618 Brook Hill Lane | Lone Tree, CO 80124 | Phone: 303.948.6220 | Fax: 303.790.4499

VAIL VALLEY OFFICE

40801 U.S. Highway 6, Suite 203 | PO Box 978 | Avon, CO 81620 | Phone: 970.949.5072 | Fax: 970.949.9339

WWW.GOIME.COM

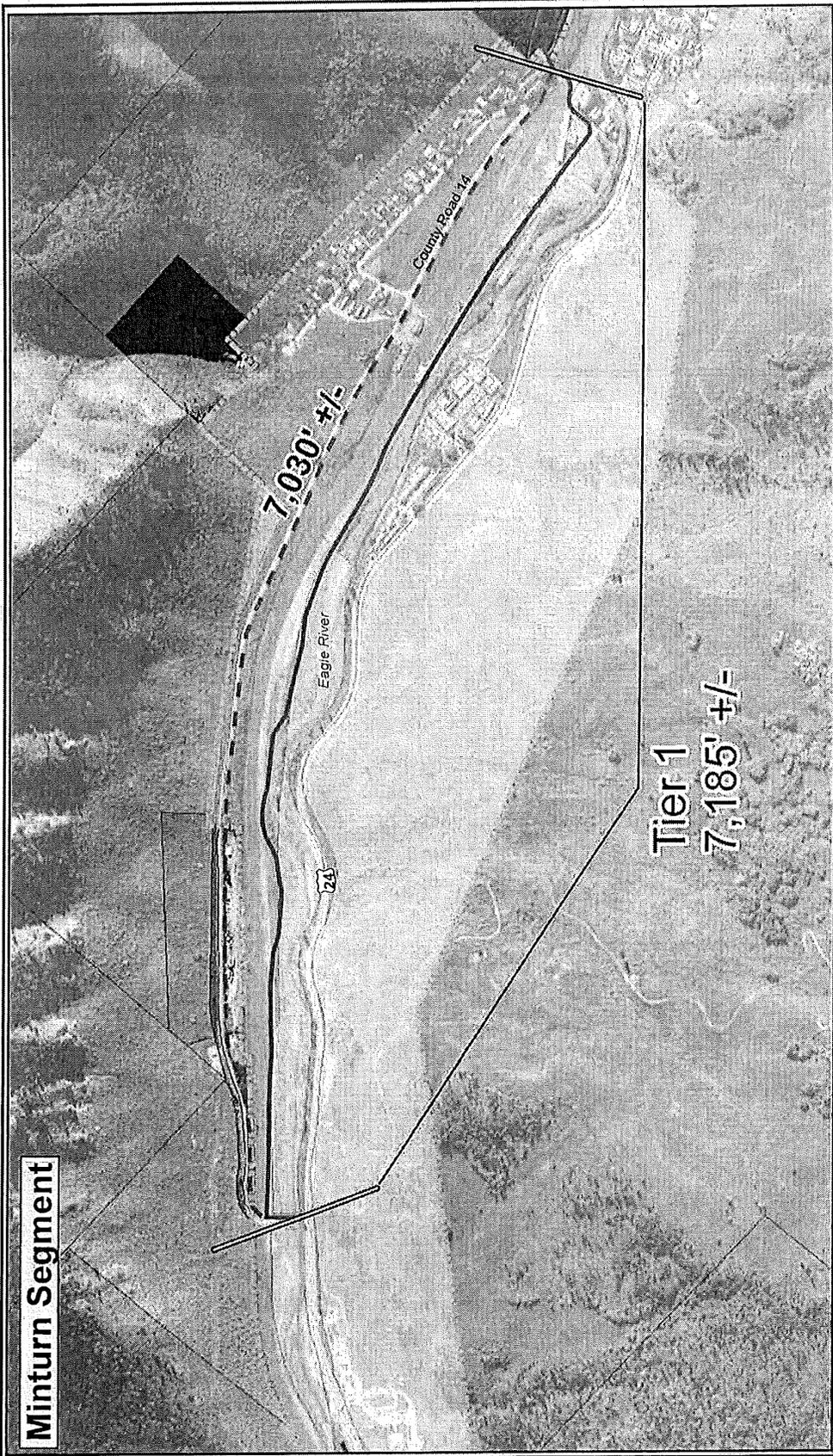
EXHIBIT C
Insurance Certificate

DESCRIPTIONS (Continued from Page 1)

and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note Additional Insured status does not apply to Professional Liability and Workers' Compensation.

Exhibit D
Map



Minturn Segment

Tier 1
7,185' +/-

7,030' +/-

Eagle Valley Trail
Minturn Segment

Existing Eagle Valley Trail
 Preferred Eagle Valley Trail Alignment
 Alternate Eagle Valley Trail Alignment

Parcel Boundary
 Town Boundary

State of Colorado
 US Forest Service

Eagle Valley Trail
 Eagle Valley Trail
 Eagle Valley Trail

Eagle Valley Trail
 Eagle Valley Trail
 Eagle Valley Trail