GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, August 14, 2023 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

The Town of Grand Lake upholds the Six Pillars of Character:
Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring

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Please join my meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/86385173563

You can also dial in using your phone.
United States: 719 359 4580
Access Code: 863 8517 3563

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
   - A. Grand County Sheriff's Office Report
   - B. Grand Lake Area Historical Society Report
   - C. Review of Marijuana Forms

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (Limited to 3 Minutes)
8. Consideration to Approve Accounts Payable
   - **A.** August 14, 2023
9. Items of Discussion
   - A. Consideration of Ordinance 08-2023; Amending Town Code Sections 12-7-4 (B)(4) Regarding the Use of Vinyl Windows
   - B. Consideration of Bid for Engineering Services on Lucy Lane
   - C. Consideration of Bid for Painting the Grand Lake Community House
   - D. Consideration to Approve Applications for Various Grants
10. Future Items for Consideration
11. Mayor's Report
12. Adjourn Meeting

Grand County Sheriff's Office

Total CAD Calls Received, by Nature of Call

Nature of Call	Total Calls Received	% of Total
911 Hang Up/Open Line	1	0.24
Abandoned Vehicle	2	0.48
Hit & Run Vehicle Accident	5	1.19
Accident w/ Vehicle Damage	9	2.14
Accident w/ Injuries	3	0.71
Agency Assistance	2	0.48
Business Alarm	2	0.48
Personal Device Alarm	1	0.24
Residential Alarm	5	1.19
General Medical Call	2	0.48
Animal At Large	10	2.38
Animal Welfare Check	1	0.24
Animal Courtesy Hold	1	0.24
Animal In Custody	2	0.48
Missing Animal	1	0.24
Animal Noise Disturbance	2	0.48
Business Check	6	1.43
Campground Check	24	5.71
Citizen Assist	5	1.19
Civil Problem	2	0.48
Civil Process Service	4	0.95
Ordinance Violation	1	0.24
Criminal Mischief	1	0.24
Directed Patrol	185	44.05
Physical Disturbance	2	0.48
Verbal Disturbance	5	1.19
DUI Alcohol or Drugs	4	0.95
Wildfire Smoke Report	1	0.24
Follow Up	12	2.86
Foot Patrol	5	1.19
Found Property	3	0.71
Fraud	1	0.24
Harassment	2	0.48
Hazard On A Roadway	3	0.71
Information Report	2	0.48
Lost Property	2	0.48
Message Delivery	3	0.71
Motorist Assist	1	0.24
Neighbor Problem	1	0.24
Noise Complaint	5	1.19
Ohv Complaint	2	0.48
Parking Problem	7	1.67
Pedestrian Contact	1	0.24
Reckless Driver	6	1.43

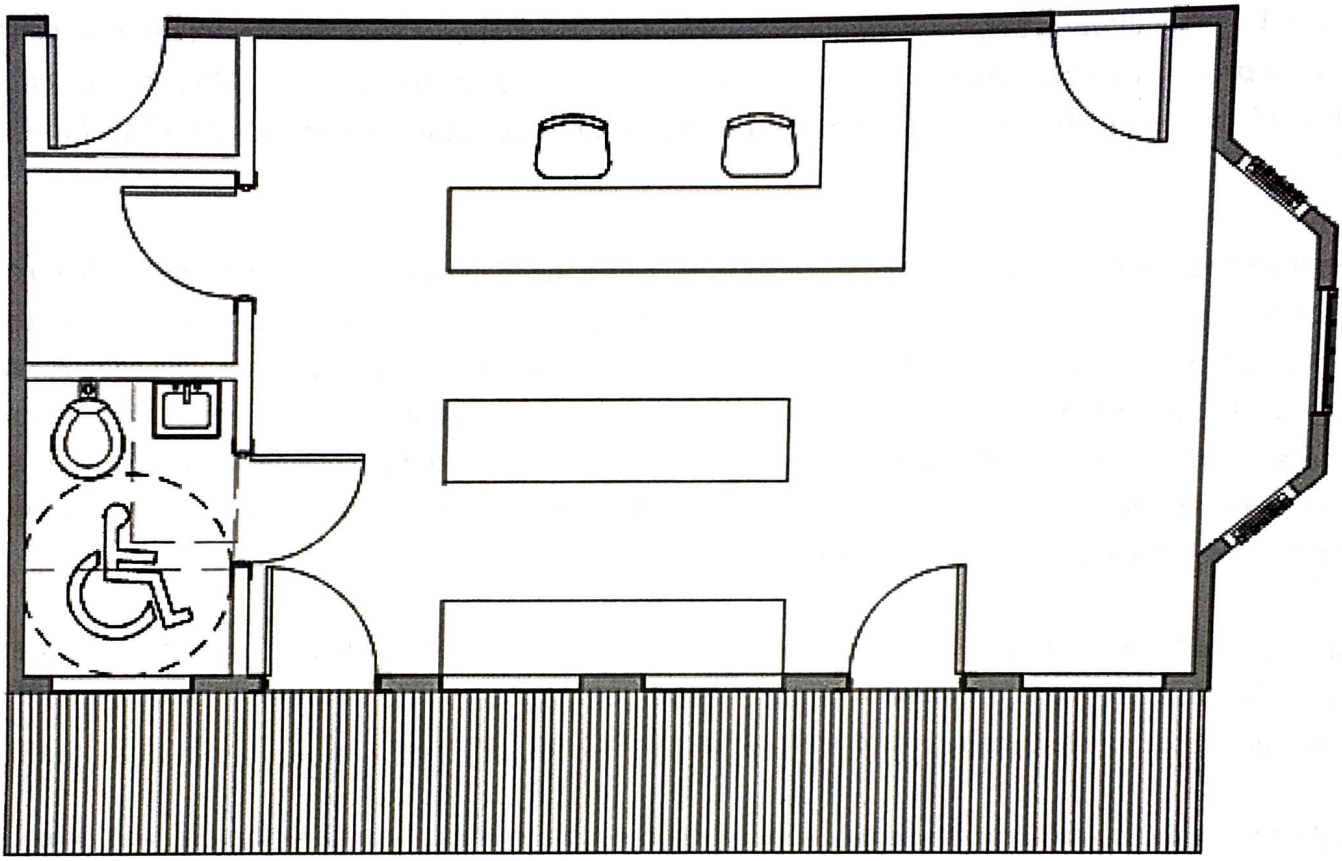
Nature of Call	Total Calls Received	% of Total
Drunk Driver	1	0.24
Shots Fired Complaint	2	0.48
Short Term Rental Complaint	1	0.24
Suicidal Subject	1	0.24
Suspicious Activity	2	0.48
Suspicious Person	4	0.95
Suspicious Vehicle	2	0.48
Theft, Automobile	1	0.24
Traffic Stop	44	10.48
Trespassing	2	0.48
Unwanted Subject	1	0.24
Urinating In Public	1	0.24
VIN / Serial Number Inspection	3	0.71
Weather Watch Info	1	0.24
Welfare Check	4	0.95
Wildlife Complaint	5	1.19

Total reported: 420

Report Includes:
All dates between `00:00:00 07/01/23` and `23:59:59 07/31/23`, All nature of incidents, All cities matching `GL`, All types, All priorities, All agencies matching `GCSO`

Cottage Camp Master Plan
Scale: 1" = 30' - 0"

2.4Proposed Floor Plan



PROPOSED FLOOR PLAN
Scale: NTS

Town of Grand Lake will post Accounts Payable online after Board of Trustees Approves it.

Feel free to reach out to Heike Wilson, Treasurer at hwilson@toglco.com or call 970-776-0779 if would like to view Accounts Payable before the Board of Trustees Approves it. List will be available the Thursday before the 2nd and 4th Monday of each month by request

Grand Lake Board of Trustees

Consideration of Ordinance 08-2023; Amending Town Code Sections 12-7-4 (B) (4) Regarding the Use of Vinyl Windows

TO: Mayor Kudron and the Trustees
FROM: Kimberly White, Planning Department
DATE: 08/14/2023
RE: Consideration of Ordinance 08-2023; Amending Town Code Sections 12-7-4 (B)(4) Regarding the Use of Vinyl Windows

Purpose:
Update the Municipal Code language under Design Review Standards to reflect the advancement of certain building materials, specifically the improvement of vinyl windows.

Background:
The Town municipal code Section 12-7-4 was adopted to set standards requiring applicants to consider the inherent nature of color and material selection for building within the Town of Grand Lake. It encourages material standards to allow flexibility in the choice and application of exterior materials while considering durable and maintainable over time and inclement weather in such material selection. At the time of adoption of the current code, vinyl window were not considered to fulfill these criteria, especially for commercial or mixed use structures. However with the technologic advances in vinyl windows that have occurred in recent years, vinyl windows could fulfill the intention of the code for durability, maintainability in inclement weather.

ToGL Municipal Code (exhibit A): Section 12-7-4 in full with suggested changes highlighted.

Motion:

The Board of Trustees moves to adopt Ordinance 08-2023 updating the allowable material selection under Municipal Code 12-7-4.

Or

The Board of Trustees moves to adopt Ordinance 08-2023 updating the allowable material selection under Municipal Code 12-7-4 with conditions: _____.

Or

Move to Deny the Ordinance 08-2023

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 08-2023

AN ORDINANCE AMENDING TOWN CODE 12-7-4 REGARDING VINYL WINDOWS

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado, pursuant to Colorado statute and the provisions of the Grand Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (the "Town"); and

WHEREAS, the Town of Grand Lake Municipal Code (the "Code") Section 12-7-4 was adopted to set standards requiring applicants to consider the inherent nature of color and material selection for building within the Town of Grand Lake; and

WHEREAS, the Code criteria encourages material standards to allow flexibility in the choice and application of exterior materials while considering durable and maintainable over time and inclement weather in such material selection; and

WHEREAS, at the time of adoption, vinyl window were not considered to fulfill these criteria, especially for commercial or mixed use structures; and

WHEREAS, since the adoption of portions of Section 12-7-4 of the Code prohibiting vinyl windows in non-residential buildings, there have been multiple and extreme improvements in the durability and maintainability over time and inclement weather of vinyl windows; and

WHEREAS, the Board of Trustees of the Town of Grand Lake has determined that such advances in vinyl windows should permit them to be utilized within the Town and the Code should be amended to reflect the same.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THAT:

1. Section 12-7-4(B)(5) of the Municipal Code of the Town of Grand Lake is hereby amended by removing the strikethrough language to read in its entirety as follows:

5. *Acceptable Window Materials:*

(a) Aluminum Clad windows.
(b) Painted wood windows.
(c) Storefront wood-clad or wood windows.
(d) Low profile skylights.
(e) Tube lights.
(f) Commercial Storefront windows.

(g) Vinyl or Vinyl clad windows ~~— for residential structures only.~~

2. Section 12-7-4(B)(7) of the Municipal Code of the Town of Grand Lake is hereby amended by removing the strikethrough language to read in its entirety as follows:

7. *Prohibited Exterior Materials:*

(a) Vinyl and aluminum siding.
(b) Exterior insulation and Finish Systems (EIFS).
(c) Mosaic stonework veneer.
(d) Non-oxidizing reflective metal finishes.
(e) Large scale pre-finished metal wall or column panel systems.
(f) Profiled metal, clay, or concrete shingles with characteristics generally associated with "Spanish" tile/shingles.
(g) Glass block.
(h) ~~Vinyl Clad or Vinyl Windows — for commercial or mixed-use structures only.~~
(i) Outwardly enhanced reflective windows or coatings thereon.
(j) Non-architectural exposed concrete.
(k) Mirrored or highly reflective glass, glazing, or surfaces.
(l) White Stucco Walls.
(m) Bare sealed or unsealed plywood panels.
(n) Fiberglas Windows.

3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.

4. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Grand Lake Town Code shall remain in full force and effect.

INTRODUCED, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 14TH DAY OF AUGUST 2023.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

_____
Alayna Carrell
Town Clerk

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

By: _____
Stephan Kudron
Mayor

12-7-4 Design Standards for Structures.

These standards require applicants to consider the inherent nature of color and material selection and their appropriate application, the transition from one to another, and viewing the building as a whole and from many angles. Also, the standards require careful attention to which colors, materials and their structural application are selected for vertical supporting elements, spanning elements, or creating building planes and major building walls.

The standards and criteria established herein are made for the purposes of establishing and maintaining the harmony of appearance between existing buildings and newly constructed buildings and to require the use of materials and colors which are compatible with and which improves the surrounding environment and rustic setting of the Town. The guiding vision is to create a vibrant mountain village to improve the quality of life and physical environment for both residents and visitors alike. Unless otherwise stated, all structures, including temporary facilities, within the town limits are subject to these standards and all applicable provisions of the Building Code, Zoning and Land Use Development Regulations (as adopted) of the Town of Grand Lake.

(A) *Color Palette Selection.* the intent of the color palette selection is to compliment rather than stand out against the Town's western historic mountain setting. This is particularly important when refurbishing or remodeling structures which need minimal updating but which may need a color palette that is more integrative to the existing Town.

Town Staff maintains an Approved Base Color Palette for exterior color selections, that reflects tones in nature. The use of muted tones for primary exterior material surfaces and brighter tones for accent exterior material surfaces is required by the Town of Grand Lake. The approved color palette shall be referenced and closely matched.

1. All paint colors shall be approved by Town staff prior to painting.
2. Reflective colors (shellac, enamels, florescent, neon and high gloss finishes) are not permitted.
3. Accent colors shall be harmonious accents to the primary color selection.
    (a) Accent colors will be permitted in any color so long as it meets the provisions of this Section.
    (b) White shall be a permitted accent color.

(B) *Material Selection.* Material selection shall take into account the historical and existing perspective of the Town. The objective of material standards is to allow flexibility in the choice and applications of exterior materials.

1. The proposed materials must be appropriate to the surrounding context, both built and natural.
2. The proposed materials must also be durable and maintainable over time and inclement weather.
3. *Acceptable Primary Exterior Materials:*
    (a) Random, Dressed and Simulated Stone.
    (b) Fiber-cement horizontal, vertical and shingle siding.
    (c) Wood horizontal, vertical and shingle siding.
    (d) Exposed heavy timber framing.
    (e) Fiber-cement column framing with wood/fiber cement trim.
    (f) Barky siding, slab, split-log, hand-hewn siding, Rocky Mountain "Rustic" siding.
    (g) "Trex" or other composite decking material, for decking only.

(h) Canvas, Rubber, Vinyl or other similar type material, for Portable shed/garage only.

(i) Rough-sided plywood rated for weather exposure including board and batten style (or reverse board and batten style) contingent upon being painted, stained and with provision that joints are not exposed.

4. *Acceptable Accent Exterior Materials:*

(a) Exposed and ornamental metalwork—non-reflective.

(b) Standing Seam Terne, Oxidizing Copper and painted/pre-finished metal.

(c) Galvanized metal (non reflective)

(d) Cor-Ten or other pre-rusted or exposure rusting steel.

(e) Stucco.

5. *Acceptable Window Materials:*

(a) Aluminum Clad windows.

(b) Painted wood windows.

(c) Storefront wood-clad or wood windows.

(d) Low profile skylights.

(e) Tube lights.

(f) Commercial Storefront windows.

(g) Vinyl or Vinyl clad windows ~~— for residential structures only.~~

6. *Acceptable Roofing Materials:*

(a) Coated stainless steel (i.e., Standing Seam Metal Roof).

(b) Naturally weathering flat profile metal shingles.

(c) Architectural grade asphalt composition shingles.

(d) Common asphalt composition shingles or panels.

(e) Slate shingles.

(f) Treated wooden shake shingles.

(g) Tar and gravel or aggregate roofing, on flat roofs only.

(h) Rolled roofing if a 1:1 replacement or by Planning Commission approval if requested as a material for new projects.

(i) AWAPLAN, or similar type SBS-modified bitumen roll roofing.

(j) Polyurethane Foam — for flat commercial roofs only.

7. *Prohibited Exterior Materials:*

(a) Vinyl and aluminum siding.

(b) Exterior insulation and Finish Systems (EIFS).

(c) Mosaic stonework veneer.

(d) Non-oxidizing reflective metal finishes.

(e) Large scale pre-finished metal wall or column panel systems.

(f) Profiled metal, clay, or concrete shingles with characteristics generally associated with "Spanish" tile/shingles.

(g) Glass block.

(h) Vinyl Clad or Vinyl Windows ~~— for commercial or mixed-use structures only.~~

(i) Outwardly enhanced reflective windows or coatings thereon.

(j) Non-architectural exposed concrete.

(k) Mirrored or highly reflective glass, glazing, or surfaces.

(l) White Stucco Walls.

(m) Bare sealed or unsealed plywood panels.

(n) Fiberglas Windows.

(C) *Additional Design Standards for Commercial Structures.* These standards address the physical relationship between commercial and other nonresidential development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the Town's vision for a more attractive, efficient, and livable community. These additional design standards are intended to protect and enhance commercial districts by requiring physical development that is of high quality and is compatible with the character, scale, and function of its surrounding area.

1. Street Wall is the public space adjacent to the sidewalk and/ or street as a result of buildings being constructed to or near the front and side property lines of a site. The goal of street walls in the Town is to continue the connected network of comfortable and inviting pedestrian paths that form the transition between the street and adjacent buildings.

   (a) Creating a strong edge by defining the sidewalk and street, the proposed development minimizes small voids in the street wall, and where voids do exist, they are of such a scale as to create a better, more useful pedestrian space or walkway near the front and/or side lot lines of a site.

      1. Although commercial projects should generally be built to the property lines at the sides and along the street frontage, it is possible on Grand Avenue to also soften this edge by the creative uses of intermittent pocket parks, landscaped seating areas, terraces for pedestrian use, open spaces and other safe areas for pedestrian comfort and visual interest, and functional pedestrian walkways which form the transition between the street and adjacent buildings. It is also appropriate to open up the street wall for a portion of the frontage to create areas of public open space, identify entrances, and make better pedestrian connections.

      2. After the first two (2) stories or twenty-four (24) feet, each additional story shall step back the street wall a minimum of twelve (12) feet to preserve the viewshed from street level.

2. Massing refers to the size of buildings and how they meet the street. A building's mass is defined by its component parts including the size of its footprint and number of stories. Building mass is also determined by building form, roof shape, and orientation. Grand Lake guidelines encourage use of only the more positive massing relationships to provide a positive, exciting and vital experience for people on the street.

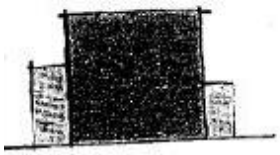
(a) Massing needs to be engaging and stimulating and address the relationship between the size of the proposed building and the scale of the pedestrian.

1. The architectural form of development of mass and height should have a human scale and should not overwhelm people walking in the vicinity of the buildings.

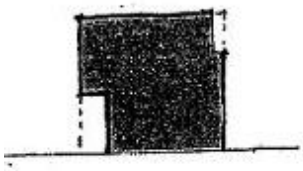
2. Roofs and all other overhangs should be designed so that NO snow or rain is deposited or shed onto any public or private walking surfaces. Safety considerations for the pedestrian are paramount.

(b) Projects that contain multiple lots shall pay close attention to breaking up the vertical facade into a pattern and scale typical of single lot development.

(c) Large monolithic buildings which overwhelm the scale of the existing town structures are to be avoided.



additive



1. When working within a specified lot line and height restriction, every effort should be made to vary the simple cube shape. Both adding varied structures adjacent to the building(s) and subtracting volume sections and reducing heights from maximum allowances will help to reduce visual impact.

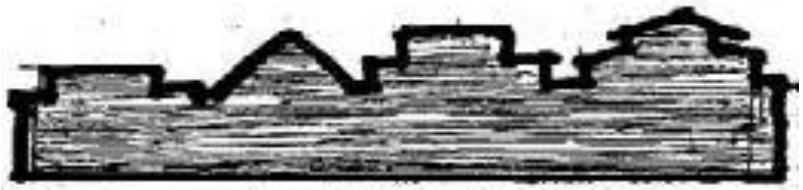
2. Large building masses should be achieved by linking a series of smaller masses including natural ones. The result should be a building which can be seen as a group of related, integrated, and innovative structures, rather than one (1) large element.

3. Both additive and subtractive massing approaches are encouraged to reduce the visual impact of large building masses.

   (i) The additive massing approach increases the size of the building by linking smaller, compatible elements in a way that allows them to remain visible as a separate pattern after they are put together.

   (ii) The subtractive massing approach is to take a building of large mass, and then reduce it by taking parts of it away, in a logical manner. This approach is especially useful when buildings are built on the property line.

(iii) Reaching a balance between the old and the new is a major goal of the Grand Lake Design Guidelines, particularly retaining the historic sawtooth character while encouraging compatible and respectful new buildings and design.



"sawtooth" profile

1. The Town of Grand Lake has a "ziggurat" or "sawtooth" profile of building heights which is a product of the historic building pattern, especially on Grand Avenue. The gaps that exist in the varied and historic sawtooth profile provide opportunities to insert new buildings or portions of buildings which are compatible in both scale and material, yet are distinguishable from surrounding historic vernacular.

3. Key Architectural Design Guideline Principals include:

(a) *Façade materials and treatment.*

1. All sides of a building should express consistent architectural detail and character.
2. Building entrances should be designed to be visually prominent with distinguishing façade variations, recesses, projections, or other integral building forms.
3. Consist of durable, long lasting materials that will keep it's appearance over time.
4. Building frontages should exhibit human scale detailing on the ground floors.
5. Use reveals, projections, and other subtle changes in texture and color of wall surfaces. Building colors should emphasize natural, muted earth tones.

(b) *Windows.*

1. Fifty percent (50%) of the façade that faces the street should be composed of transparent materials- to the extent possible that it is compatible with the proposed use — Should be deep set and utilize mullions.
2. Should be well lit to facilitate a positive merchandising environment.
3. Should incorporate clear glass on storefronts, windows and doors.
4. Highly reflective or mirrored glass should not be allowed.

(c) *Covered walkways.*

1. Covered walkways with boardwalk are a response to climate, providing protection from the weather and help articulate the mass and minimize the apparent bulk of a building. Covered walkways and arcades should be provided on all buildings frontages where pedestrian traffic is likely.

2. Column treatments for the covered walkways should be consistent per business, should be constructed of wood, and take design cues from existing canopy column treatments in the central business district consistent with those depicted in Figures 1 and 2 and acceptable to the Town.

3. All boardwalk conditions should be designed to Americans with Disabilities Act (ADA) standards and strive to address the needs of disabled individuals.

(d) *Roofs.*

1. Use of "false fronts" / parapets on commercial buildings in the central business district is encouraged to screen flat roofs.

2. False fronts should be designed to screen mechanical and HVAC equipment from the street level.

3. Flat roofs shall be designed to accommodate maximum snow loading conditions.

(e) *Infill/building additions in the central business district.*

1. When a new use (infill)/addition is proposed to an existing commercial development the newly constructed portion of the building should appear as an originally conceived part of the design. The new additions should match the scale and reflect the proportions of the original structure where they adjoin or are adjacent. New construction of a different height and bulk, than that of the original structure, should not occur abruptly.

2. New additions should match the existing approved architecture of the existing central business district. See for example, Figures 1 and 2 below. Such matching approval shall be in the sole discretion of the Town. The extension of canopy elements, lighting, boardwalks, planting areas, fenestration (window) patterns, structural rhythms, and use of materials should exhibit a seamless transition between existing and new construction.

3. Large setbacks from the street rights-of-way should be discouraged for new building construction.

4. New construction should not incorporate precise replication of town center architecture but utilize similar colors, materials, textures, pattern, repetition, rhythm, and proportions to achieve architectural unity.

Figure 1

Figure 2

(D) *Additional Standards for Structures.*

1. Foundations may be exposed no more than thirty-six (36) inches above ground level with the exception of foundations and building walls constructed of native stone.

   (a) Exposed portions of poured or block concrete must be painted an appropriate earth tone color or faced with native or imitation stone, or wood.

(E) *Site Design Standards.*

1. Refuse containers shall, to the greatest extent possible, be accessed from the public alley right-of-way.

    (a) Town staff or the Planning Commission shall assess refuse container placement in relationship to the site plan, the topography of the lot, the alley access and the general applicability and availability of placement in or near an alley right-of-way.

2. Refuse containers shall not be stored on the public street right-of-way.

    (a) Refuse containers, including Dumpsters, shall be permitted to be placed on the public street or alley right-of-way upon issuance of a Special Use or Special Events Permit.

        1. Permit applications shall include the placement of the refuse container and the proposed duration of the placement.

    (b) Dumpsters may be permitted to be stored on the public street right-of-way upon permission of the Town Board of Trustees.

        1. Dumpsters permitted by the Town Board of Trustees to be stored on the public street right-of-way shall be screened.

            (i) Dumpsters shall be screened on three (3) sides between October 16th to May 14th as to provide for provider access; and

            (ii) Dumpsters shall be screened on four (4) side May 15th to October 15th .

        2. Construction Dumpsters may be allowed to be placed on the public street or alley right-of-way as per the determination of Town staff in the building permit process or at the time of interior renovations.

    (c) Refuse containers may be permitted to be stored in the public alley right-of-way so long as vehicle access is not obstructed by the container.

3. The Town shall encourage and promote the following:

    (a) Refuse Enclosures for Refuse Containers to optionally screen from the public street right-of-way view on a horizontal plane from the public street right-of-way; and

    (b) Fences for Refuse Containers to optionally screen from the public street right-of-way view on a horizontal plane down a public alley right-of-way; and

    (c) Multiple business cooperation of Refuse Containers sharing as to reduce the concentration of Refuse Containers in a given geographical area; and

    (d) Multiple business cooperation of Refuse Enclosure sharing as to centralize concentrated Refuse Containers in a given geographical area.

4. Fences shall be constructed of wood, native or imitation stone in a style and color harmonious with the adjacent building architecture and the surrounding natural environment.

    (a) Chain link fences may be used as a perimeter around swimming pools, marinas, public playgrounds, licensed day-care facilities, and tennis or other recreational courts.

        1. Chain link fences may also be used for dog pens when such pens are screened from public view, and the fencing does not exceed seventy-five (75') perimeter feet.

    (b) Fences over eight (8') feet in height shall be reviewed by the Planning Commission for approval or denial.

    (c) White picket fences are permitted.

5. Retaining walls are intended to be an attractive addition to the overall design of the site plan and the structures on it.

   (a) *Walls shall be made of natural woods or stone.* Poured or concrete block of the uncolored or unexposed aggregate type is not allowed unless faced with a stone or wooden veneer.

(Ord. No. 06-2021 , § 1, 5-24-2021; Ord. No. 04-2022 , § 2, 2-28-2022)

Grand Lake Board of Trustees

Consideration of Bid for Engineering Services on Lucy Lane

Date: August 14th, 2023

To: Mayor Kudron and Trustees
From: Kimberly White, Community Development Director

Re: Consideration of Bid for Engineering Services on Lucy Lane

Background
The Lucy Love Minor Subdivision annexation agreement requires the Town and the developer to work together to build a road through the center of the 9 acres. Town Staff created a "Request for Proposal" for hiring an Engineer to create plans for construction of a road on the Lucy Love minor Subdivision (Exhibit A). The bid was open to the public for the requisite fourteen (14) days from July 28th, 2023 to until 2pm, August 11th, 2023. The Town received three (3) submissions for the Project (Exhibits B, C, D).

Discussion
The next step is for the Board of Trustees to make a decision on which firm will be awarded the project. The chosen firm/consultant would generate plans for multiple phases as listed in the attached RFP (exhibit A). The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The Town reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

Recommended Motions:
The Trustees have the following options:

1. Motion to Direct the Manager to Enter into a Contract with _____ for the Engineering Services on Lucy Lane.

   OR

2. Motion to Direct the Manager to Enter into a Contract with _____for the Engineering Services on Lucy Lane, with the following conditions_____.

OR

3. Motion to Post the Request for Bid for Additional Time

Request for Proposal

Town of Grand Lake

Roadway Engineering
Lucy Street
Grand Lake, Colorado 80447

Responses Due: August 11th, 2023 by 2 p.m.

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Invitation To Propose

Electronic Proposals will be received by the Town of Grand Lake (the "Town") through the Rocky Mountain E-Purchasing System ("RMEPS"), until **2:00 p.m**., local time (MST), **August 11th, 2023** for the **Town of Grand Lake Roadway Engineering for Lucy Street.** Proposals will be time-stamped by RMEPS upon receipt.

Proposal Submittals: All bids and questions must be submitted electronically using the portal at https://www.bidnetdirect.com/townofgrandlake

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted**. It is the Bidder's sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button**. The Town will not accept uploads that are "saved" but not "submitted". To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **August 4th, 2023**. All answers to questions received will be listed in a formal addendum (if needed), by **August 7th, 2023**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. The Town of Grand Lake is an Equal Opportunity Employer.

Dated this 28th day of July, 2023**.** TOWN OF GRAND LAKE, COLORADO

Project Purpose and General Background

Purpose

The Town of Grand Lake is soliciting competitive bids from qualified and interested companies for Engineering of a Roadway on a vacant plot of land located at METES & BOUNDS 76 ALL 8.98 AC IN LOT 1 SEC 1 T3N R76 DESC B/203 P/256, Grand Lake, Colorado, also known as Lucy Love Minor Subdivision. All dimensions and scope of work should be verified by Engineers prior to submission of bids.

All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **August 4th, 2023**. All answers to questions received will be listed in a formal addendum (if needed), by **August 7th, 2023**. https://www.bidnetdirect.com/townofgrandlake

Scope of Work

Engineer shall provide the Town of Grand Lake with a quotation after a site visit to confirm dimensions and scope required to build out a roadway to asphalt.

Proposed roadway (shown in orange below) will need to broken into phases, where phase 1 is the roadway prepared to within two (2) feet of final grade for the installation of deep utilities down the centerline of the forty (40') foot wide roadway with water from the north and sewer from the south, as well as a alternative with the water and sewer from the north; phase 2 two foot lift of pitrun; phase 3 with the dry utilities in the ten (10') easement adjacent to the roadway; phase 4 within 6" of final grade with class C; phase 5 asphalt final grade. Wet utilities will run to the center of the 8.98 Acre property where each of the 4 lots will be able to access it.

Attached survey shows the location of the right of way, please contact the Town for more information about the location of the water and sewer tie ins.

Awarded Engineer is to provide a quotation for the engineering of the roadway.

Engineering should be completed by August 31st, 2023, this can be discussed.

Submittal and Evaluation Criteria

All submitted Bids shall be signed by the Bidder and must include:

- Bidder's contact name
- Business name
- Address and telephone number.
- Authorized signature and date
- Project Understanding and Approach
    1. Understanding of the project
    2. Ability to perform all aspects of the project
    3. Ability to meet schedules within budget

- Similar Experience
    1. List of clients (2-5) for whom similar work has been done. Include contact name and phone number
    2. Relevant recent experience in comparable projects

- Qualifications
    1. P.E. License
- Fees
  The proposal shall include a fee proposal with the following information in a **separate file**:

    1. A not-to-exceed fee Scope of Work.
    2. A subtotal of man-hours and fees shall be provided.
    3. An hourly rate fee schedule.

All Bids must be submitted electronically using the portal at https://www.bidnetdirect.com/townofgrandlake .

Please Note: Addenda may be issued and will be posted online at https://www.bidnetdirect.com/townofgrandlake. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both "free" and "paying" registration options that allow for full access of the Town's documents and for electronic submission. (Note: "free" registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on qualifications and approach. Upon review, Staff will prepare a short-list of companies. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The following are the evaluation criteria the Town will consider in determining which proposal is most advantageous to the Town:

An Engineer will be selected by the Town Board of Trustees for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that Engineer, the Town shall formally end negotiations with that contractor and select the next most favored provider and attempt to negotiate with that Engineer.

*The Town reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.

Agreement For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this_____ day of _____, 2023 (the "Effective Date"), by and between the Town of Grand Lake, a Colorado municipal corporation with an address of 1026 Park Avenue, P.O. Box 99, Grand Lake, Colorado 80447, (the "Town"), and _____ ,with a principal place of business at _____("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Engineer shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services above.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Engineer proceeds without such written authorization, Engineer shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Engineer completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Engineer for all work previously authorized and completed prior to the date of termination. If, however, Engineer has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Engineer, the Town shall pay Engineer_____. This amount shall include all fees, costs and expenses incurred by Engineer, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Engineer may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Engineer hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Engineer shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community. The work and services to be performed by Engineer hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Engineer for its professional expertise, Engineer agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Engineer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq*. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq*. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq*.; the Clean Water Act, 33 U.S.C. § 1251, *et seq*.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Engineer shall be exclusively owned by the Town. Engineer expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Engineer hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Engineer.

VI. ENGINEER

Notwithstanding any other provision of this Agreement, all personnel assigned by Engineer to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Engineer for all purposes. Engineer shall make no representation that it

is a Town employee for any purposes.

VII. INSURANCE

A. Engineer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Engineer pursuant to this Agreement. At a minimum, Engineer shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $387,000 each occurrence and $1,093,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $387,000 each claim and $1,093,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Engineer. Engineer shall be solely responsible for any deductible losses under any policy.

C. Engineer shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Engineer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Engineer, any subcontractor of Engineer, or any officer, employee, representative, or agent of Engineer, or which arise out of a worker's compensation claim of any employee of Engineer or of any employee of any subcontractor of Engineer. Engineer's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Engineer, any subcontractor of

Engineer, or any officer, employee, representative, or agent of Engineer or of any subcontractor of Engineer.

B. If Engineer is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Engineer's obligation to indemnify and hold harmless the Town may be determined only after Engineer's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Engineer hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Engineer will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Engineer shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Engineer has employees, Engineer has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Engineer shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Engineer obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Engineer shall: notify the subcontractor and the Town within 3 days that Engineer has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Engineer shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Engineer shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Engineer is complying with the terms of this Agreement.

E. Affidavits. If Engineer does not have employees, Engineer shall sign the "No Employee Affidavit" attached hereto. If Engineer wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Engineer shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to thisAgreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed

sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF GRAND LAKE, COLORADO

_____
Stephen Kudron, Mayor

ATTEST:

_____
Jennifer Thompson, Town Clerk

ENGINEER

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of_____, 2022, by_____as_____ of_____.

My commission expires:

(S E A L)

_____
Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Engineer has no employees]

1. Check and complete one:

☐ I,_____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Grand Lake (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I,_____, am the sole owner/member/shareholder of _____, a_____[specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Engineer's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Engineer must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Engineer participates in the Department of Labor Lawful Presence Verification Program]

I,_____, as a public Engineer under contract with the Town of Grand Lake (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

_____ _____
Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of_____, 2022, by _____ as_____of _____.

My commission expires:

(S E A L)

_____
Notary Public

LANDMARK EPC

ENGINEERING | PLANNING | SURVEYING | GEOTECH | CONSTRUCTION

5803 Lockheed Ave
Loveland, CO 80538 www.landmarkepc.com
Toll Free: 866-379-6252 | Loveland: 970-667-6286

Town of Grand Lake, CO
1026 Park Avenue
Grand Lake, CO 80447

RE: Roadway Engineering- Lucy Street

Thank you for the opportunity to express our interest in providing Landmark EPC LLC's engineering services for the forementioned “Lucy Street” project. We have reviewed the documents provided and are confident in our firm's ability to deliver exceptional results for the Town of Grand Lake.

Landmark EPC LLC, a company with its roots dating back to 1969 as Landmark Engineering in Colorado, has a long-standing reputation for excellence in our industry. Our firm transitioned to Landmark EPC in 2020, bringing our extensive experience and expertise to bear on engineering projects throughout the state of Colorado. One of our key strengths lies in the qualifications and experience of our staff.

To further enhance our capabilities, we have partnered with *Peak to Peak Land Surveying & Mapping, Inc*, a reputable firm based in Grand County and Summit County with ample experience with surveying services. This collaboration allows us to provide economic solutions that meet the highest standards of quality and efficiency.

In a separate document submitted to the Town, you will find our competitive fee schedule. The following technical proposal will demonstrate our firm's ability to deliver exceptional results. Additionally, the resumes of our staff showcase their vast knowledge and experience in the field, further validating our ability to meet the specific needs of the Town of Grand Lake.

Landmark EPC LLC is eager to bring our expertise, dedication, and local understanding to the table to contribute to the success of the project. We are confident that our selected team is exceptionally well fit to provide the services required, and we look forward to the opportunity to discuss our capabilities in more detail. If you have any questions or require further information, please feel free to contact our office.

Sincerely,
LANDMARK EPC LLC

Rodney A. Harr, P.E.
Director of Engineering
rod.harr@landmarkepc.com
(970) 667-6286
5803 Lockheed Ave
Loveland, CO 80538

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Project Understanding And Approach

Landmark EPC LLC has selected a Team that has over 100 years of combined experience in performing these types of projects. Landmark also intends to use our own in-house departments to complete this project with the exception of the Topographic Survey which will be provided by Peak-to-Peak Land Surveying and Mapping, Inc. Landmark intends to use our Civil Engineering and Geotechnical Departments for this project. Should the need arise, we can call upon our Potholing and Landscape Architecture Departments to assist with this project.

Upon receipt of Notice to Proceed, the Team will request a time for a Kick-off Meeting with the Town of Grand Lake staff that will be working with our Team on this project. When an acceptable date and time within a few days of the Notice to Proceed, our Team will prepare an Agenda for the Kick-off Meeting. The agenda will review the anticipated scope and approach the Team proposes for the completion of this project. The Kick-off Meeting will be held in person at the Town's Office. Due to the relatively short length of road, water, and sanitary sewer design, we do not anticipate the need for more than one or two intermittent meetings before the project is completed. However, we anticipate these updates and information meetings to be held via video conferencing (Microsoft Teams, Zoom, or other media source) depending on the Town's requirements. At the meeting Landmark will request copies of information the Town has in its files regarding the existing water and sanitary sewer mains that are available for connection for this project. If available, Landmark will request existing plan and profile drawings, as-built drawings, easement and right-of-way documents, and other pertinent data that may be available. The Town and Landmark will discuss and further refine the project scope, design standards and guidelines for the project, and project assumptions for the Lucy Drive Extension project. A discussion of the water and sanitary sewer service locations and limits will also be discussed. It will be necessary to discuss the Town's design requirements, water main chlorination, pressure testing, bacteria testing and accepted by the Town; and sanitary sewer manhole location, main and manhole pressure testing and/or camera requirements; and final roadway section with curb and gutter, sidewalk, ADA access, etc. Based on the information provided, Meeting Minutes will be generated documenting the discussion.

After the Kick-off Meeting, the Team will begin the Preliminary Design Phase which will include calling for utility locates, performing the site topographic survey of the Platted Roadway to approximately 100' beyond the edge of the right-of-way. The survey will also collect the information related to existing utilities, if any, that are located in the project area. In addition, the survey will collect information regarding the locations of the proposed water main connection and sanitary sewer connections. At the proposed sanitary sewer tie-in, the existing rim and invert elevation will be collected. ***Note - No one on our Team will be entering manholes!*** *At the same time a geotechnical investigation will be performed by means of potholing to determine soil type and collect soil samples for an R-Value for pavement thickness design.*

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Using the information collected in the survey and geotechnical Investigation Landmark will begin the water, sanitary sewer, and roadway design. Landmark will use the design standards discussed and outlined in the Kick-off Meeting for the project. For the street the design will include street Plan and Profile Drawings; road cross sections; curb, gutter, and sidewalk; signage; erosion control, and associated details. The water main with services and sanitary sewer main with services will be shown on a Utility Plan. The sanitary sewer will also include Plan and Profile Drawings. In addition, the necessary water and sanitary sewer details will be provided. The water main will be designed in accordance with the Town's Construction Standards and the AWWA Requirements. The sanitary sewer will be designed in accordance with the Town's Construction Standards. During the design process, it is anticipated that Landmark Staff will need to contact the designated Town Staff with questions regarding possible design alternatives as they come up. It is anticipated that these meetings will be scheduled via video conference.

The Final Design Package will include a Title Page, General Notes and Specifications Page(s), Overall Utility Plan, Street Plan and Profile Drawings for flowlines and center line, Sanitary Sewer Plan and Profile Drawings, Erosion Control Plan, and associated details of the water, sanitary sewer, and street appurtenances. Due to the relatively short length of roadway, water, and sanitary sewer, it is anticipated that that an 80% to 90% plan set will be provided to the Town Staff for review and comment. Landmark will incorporate the comments received in the Final Design Documents that will be Bid Ready. Upon receiving the notice to proceed, we anticipate the duration of our services will take approximately 4-6 weeks to completion.

During the Bidding/Proposal Phase, Landmark can assist the Town with preparation and distribution of the Bid Packet. Landmark involvement will be as much or as little as the Town requires. If necessary, Landmark can attend a Pre-Bid Meeting with the Town and prospective Contractors to review the proposed project. Landmark can also provide written responses to the Contractors Request For Information (RFI) and review submittals for "or equal" products or materials for the project if requested by the Town. These services will be provided by Landmark as an Addendum to the Agreement on an hourly basis.

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Similar Experience

Landmark has provided similar services to those requested by the Town of Grand Lake throughout Colorado to a variety of clients. The following examples showcase some of our recent relevant projects, as well as client information as requested within the RFP:

*Ridgeview Investments, LLC- The Village at Rose Farm Acres Subdivision- Berthoud, CO: Landmark provided the design of the site grading and drainage, erosion control, water, sanitary sewer, roadway, sidewalks, and ADA Access for the Village at Rose Farm Subdivision. The site consisted of approximately 3,000 lnft of streets, sidewalks, curb and gutter, water mains, and storm sewer.
Project Budget/Cost: $300,000
Client Information: Todd Gabriel / todd.lee.gabriel@gmail.com / (970) 663-2400

*The Evangelical Lutheran Good Samaritan Society- Loveland, CO: Landmark provided the design of the site grading and drainage, erosion control, water, sanitary sewer, roadways, sidewalks, and ADA Access for this Assisted Living Development. The site consisted of approximately 6,000 lnft of streets, sidewalks, curb and gutter, water mains, sewer mains, and storm sewer for a site with massive amounts of earthwork and retaining walls for a site with an approximate vertical grade change of 60 ft over a 660 ft length.
Project Budget/Cost: $750,000
Client Information: Jason Guenther / jguenthe@good-sam.com / (605) 362-3108

*City of Evans- Evans Trail System- Evans, CO: Landmark Designed the City of Evans trail system from 49th Street to Saint Vrain Street, approximately 2.5 miles that included two bridges crossing the ditch and 6 street crossings including pedestrian warning signs at the crossings. Landmark's specific work included Survey to provide topographic information, alignments, and define existing easements and identify required easements and provide Legal Descriptions of required Easements, Civil Engineering design of the ten foot wide concrete trail to meet ADA Requirements, and Structural Engineering for the bridges and wingwalls.
Project Budget/Cost: $75,000
Client Information: Mark Oberschmidt / moberschmidt@evanscolorado.gov / (970) 475-1170

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Toll Free: 866-379-6252 | Loveland: 970-667-6286

Qualifications

Formed in 1969, Landmark EPC LLC is a full-service design and construction firm located in Loveland, Colorado. Our vision is to provide design services that will transition seamlessly into the construction process. With our history of completing projects, Landmark's multi-disciplinary design team of professionals provides us with the experience necessary to complete your project successfully and on time. Our highly experienced staff gives us the ability to fully explore the opportunities and constraints unique to each site, allowing us to meet the demands of our clients. We at Landmark value our client's needs believing that success lies in our dedication to service, integrity, and commitment to design excellence.

Landmark's rigorous attention to detail and our strong understanding of the delicate interrelationship between development, community, and the physical/natural environment are the foundation of our practice. Landmark seeks to strike a sensitive balance between creativity, livability, and sustainability with every project. The results of this dynamic design process are projects that are uniquely suited to the client, the community, and the environment.

Company Specialization:

Landmark carefully assembled its team to address the specific needs of our clients for their projects. The qualifications of key project team members can be found in the 'Landmark Key Staff Resumes' section of this proposal. Landmark's unique approach to project design assures that our client's development program, community participation and interaction, budget, and operation are considered throughout the entire process. Our process, we believe, provides our clients with the most progressive design of the highest value and utmost quality. Specific in-house disciplines used to achieve this high standard of collaborative design include:

- Planning & Entitlements
- Irrigation Design
- Materials Testing
- Construction Administration
- Landscape Architecture
- Structural Engineering
- Civil Engineering
- Geotechnical Engineering
- Subsurface Utility Engineering (SUE)
- General Contracting
- Surveying

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Key Personnel

The Landmark EPC team leads that we have selected for this project have ample years of collective experience in design and construction. Key Personnel resumes are included in this proposal. A list of these key team members is as follows:

**Primary Point of Contact: Rodney A. Harr, P.E.- Director of Engineering and Structural Engineer*
-Responsibilities: Project Coordination and Oversite of the entire project using over 40 years of experience with a working knowledge of the aspects of Survey, Geotechnical, Subsurface Utility Engineering, Structural and General Civil Engineering. Based on our current workload, the requested services within this RFP is feasible for completion within 4-6 weeks from NTP.

Jeff Olhausen, P.E.- Civil Engineer
-Responsibilities: Civil Engineering and Design for the project using over 35 years of experience in the design of sidewalks, ADA Access, bike paths, roadways, storm-sewer design, inlet design, and erosion control. Based on our current workload, the requested services within this RFP is feasible for completion within 4-6 weeks from NTP.

Larry Miller, P.G. – Geologist and Geotechnical Lab Manager
-Responsibilities: Perform Geotechnical Investigations, Materials Testing, and Evaluate Existing Soil Conditions for the project with over 35 years of experience in Geotechnical Investigations.

RODNEY A. HARR, P.E.

LEAD STRUCTURAL ENGINEER AND PROJECT MANAGER

PERSONAL PROFILE

Mr. Harr is a Lead Structural Engineer and Project Manager at Landmark. He also serves as a geotechnical & civil engineer for the company. His extensive background includes projects in both the public and private sectors, including both new, rehabilitation and remodel design work. His projects have ranged from bridges to residential to commercial. Mr. Harr's specific role on each project includes supervising the major structural design elements including: bridges, culverts, pump stations, and multi-story structures; civil engineering including: drainage, grading, utilities, and roads; geotechnical investigations including: boring locations, depth of borings, laboratory soils & rock analyses and sampling. He also provides independent public, commercial and residential inspections and evaluations.

PROJECT EXPERIENCE

THE RESERVE 2ND SUBDIVISION AT MARIANA BUTTE

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over Dry Creek, and roads for this Mariana Butte Subdivision which has been completed.

ROSSUM DRIVE AT MARIANA BUTTE

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over the Big Thompson River and the bridge over the Big Barnes Ditch, and road for new city arterial connecting 1st Street with Highway 34.

MOUNTAIN VIEW HIGH SCHOOL

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over the Farmers Irrigation Ditch at County Road 9E, and roads for this High School site

43RD STREET IMPROVEMENTS

Served as lead engineer and oversaw the civil engineering for the drainage, grading, bridge over the Louden Ditch, and roadway improvements.

LOVELAND GOOD SAMARITAN VILLAGE

Served as lead engineer on the civil and structural design and analysis of the Health Care Addition, including grading, drainage, pavement design, as well as the structural steel columns and beams, masonry wall and veneer, glue-lam beams and concrete foundation elements

EDUCATION

B.S. - Architectural/ Civil Engineering, University of Colorado, 1981

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction(AISC)

American Society of Civil Engineers(ASCE)

Colorado Association of Geotechnical Engineers(CAGE)

RODNEY A. HARR, P.E.

EDUCATION

B.S. - Architectural/ Civil Engineering, University of Colorado, 1981

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction(AISC)

American Society of Civil Engineers(ASCE)

Colorado Association of Geotechnical Engineers(CAGE)

PROJECT EXPERIENCE

LOUISVILLE FIRE STATION NO.2

Served as lead engineer on civil and structural engineering for the five (5) bay addition and remodel. Provided the design for new foundation elements, floor beams, joists and slabs. Provided site grading and drainage plans, and supervised geotechnical investigation.

WESTERN AREA POWER ADMINISTRATION

Served as lead engineer on design and selection of prefabricated metal buildings. These ranged in size from 6,000 s.f. to 50,000 s.f. and included vehicle maintenance and storage areas, material storage, office space, break rooms, lunch rooms, hazardous material storage areas, and assembly areas. The buildings all had mezzanine spaces that required light to heavy storage capacities and varying head room requirements. Structural elements included foundations, steel columns and beams for both free standing and attached mezzanines, overhead cranes, steel studs, bar joist, composite decks and various metal, masonry and timber exterior and interior walls.

WESTERN AREA POWER ADMINISTRATION

Lead engineer on existing structure to add a mezzanine level for storage space. Problems encountered consisted of existing rigid frame members which reduced headroom to under five feet. Economical solution involved adding columns and modifying existing rigid frame members to obtain six foot minimum head room.

NUMEROUS RESIDENTIAL MODIFICATION

SLead engineer on removal or modifications to bearing walls and columns. Replacement of the elements consisted of new columns and beams, stronger beams, and adding microlams, flitch plates or structural sheathing to existing beams and walls.

NUMEROUS SUBDIVISIONS IN LOVELAND, GREELEY, FORT COLLINS, BERTHOUD, AND LARIMER COUNTY

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, and roads for several subdivisions either completed or currently under construction.

JEFF D. OLHAUSEN P.E.

CIVIL ENGINEER AND PROJECT MANAGER

PERSONAL PROFILE

Mr. Olhausen is a Project Manager and Design Engineer for Landmark with more than ten years of design and construction experience on many civil, municipal, and land development engineering projects. Mr. Olhausen has also performed surveying work for Landmark / Hogan & Olhausen since 1979. He progressed from instrument man to party chief, working on land and construction surveys including boundary surveys, topographical surveys, horizontal and vertical aerial control, construction and subdivision staking for earthwork, drainage, roads, utilities, buildings, and other construction type projects. He has also worked in the firm's geotechnical department, gaining experience in the field and laboratory on soils sampling, testing, compaction, drill rig operations and on concrete testing.

EDUCATION

B.S. - Civil Engineering, University of Wyoming, 1994

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

Eagle Scout- 1984

PROJECT EXPERIENCE

MOUNTAIN VIEW HIGH SCHOOL

Served as project engineer for the design of acceleration, deceleration, and turn lanes on U.S. Highway 34 adjacent to the site; road design of a one way access into the site from Highway 34; and road design and widening of Larimer County Road 9 adjacent to the site connecting to Highway 34. Road designs included turn lane, taper and pavement design, intersection design, grading, signing, striping, and construction documents.

ROSSUM DRIVE

Served as project road designer from 1st Street to U.S. Highway 34. Work included grading, signing, striping, lane widening, and acceleration/deceleration and turn lane design, and also included intersection design for Rossum Drive at Highway 34.

NORTH BOISE AVENUE

Served as project engineer for North Boise Avenue adjacent to Boise Village PUD. Work included grading, signing and striping, pavement design, intersection design, drainage report, stormwater conveyance design for the removal of stormwater from existing subdivisions without stormwater facilities, 16" water main extension and construction documents.

JEFF D. OLHAUSEN P.E.

EDUCATION

B.S. - Civil Engineering, University of Wyoming, 1994

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

Eagle Scout- 1984

PROJECT EXPERIENCE

ASPEN KNOLLS SUBDIVISION

Served as project engineer for the preliminary road design of Taft Avenue and 28th Street. Work included widening Taft Avenue and 28th Street, turn lane and taper design, striping, grading, and intersection design.

WILDEWOOD SUBDIVISION AT THE POWDERHORN SKI AREA

Project representative for the subdivision. Project representation included installation inspection of sanitary and storm sewer, water main, utilities, and road construction; writing daily logs of work performed, review and approve pay requests, document record drawings. Project work also included: Survey (staking roads, water main, sanitary and storm sewer, utilities, and property corners); Geotechnical (collecting various soil samples from the site for proctors, compaction testing of utility trenches and roads); and, on site engineering (adjusting approved road grades to fit onsite needs, design of super elevations, re-engineering previously designed layouts of parking areas and roads, final storm drainage locations and elevations).

WERNIMONT REGIONAL DETENTION PONDS

Served as project engineer for the design of the City of Loveland Wernimont Regional Detention Ponds. Work included grading, pond and channel design, soils evaluations, inlet and outlet structures, overflow spillways, storm sewer design, permanent and temporary erosion control facilities, cutoff walls, cutoff trench and subdrain, certified record drawings of the site including asbuilt stage/storage calculations of the ponds, wetland mitigation, and working with the Corp of Engineers.

LARRY A. MILLER

GEOLOGIST, MATERIALS TESTING LABORATORY MANAGER

PERSONAL PROFILE

Mr. Miller is a Professional Geologist in the State of Colorado. He manages the Geotechnical and Materials Testing Department for Landmark. His extensive background in materials testing has included quality control inspections on airports, public and municipal office buildings, shopping malls, petroleum plants, subdivision and street projects where testing of soils, asphalt and concrete was performed on a daily basis. Geotechnical duties include field logging for subsurface soil investigations, overseeing all laboratory tests, and compiling comprehensive geotechnical reports. He also performs Geologic Hazard studies to aid in site assessment evaluation and performs open hole inspections to verify soil conditions prior to placement of foundations.

EDUCATION

B.S. – Geology, Fort Lewis College, 1983.

PROFESSIONAL AFFILIATIONS

NICET certification

Professional Geologist for the State of Colorado

PROJECT EXPERIENCE

THOMPSON VALLEY SCHOOL DISTRICT - NEW MIDDLE SCHOOL, LOVELAND, COLORADO

Performed both preliminary and final Geotechnical Soils Investigation to determine foundation options along with slab recommendations and other construction concerns. Additionally, performed both rigid and flexible pavement thickness option for all streets adjacent to and within the project.

ROCKY MOUNTAIN OUTLET MALL, LOVELAND, COLORADO

Performed Geotechnical Investigation for all phases of construction. Report included foundation and slab recommendations, water table concerns, lateral earth pressures and pavement thickness design options.

WELD COUNTY SCHOOL DISTRICT SIX - SCHOOL ADDITIONS, GREELEY, COLORADO

Served as head geologist on the Geotechnical Soils Investigations for three school additions. Duties included logging all soil borings, coordination of test data and compiling soils report. Was also responsible for open hole excavation inspections and materials testing for soil compaction and compressive strength testing of concrete.

ALBERTSON'S SUPERMARKET, FORT COLLINS, COLORADO

Performed all drilling and soil logging for 60,000 s.f. shopping center. Compiled soils report with foundations recommendations, and pavement thickness design options. Also supervised all material testing of soils, concrete and asphalt during the construction phase of the project.

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Town of Grand Lake, CO
1026 Park Avenue
Grand Lake, CO 80447

RE: Roadway Engineering- Lucy Street

Fee Proposal

Meetings and Coordination: $3,134
Senior Civil Engineer 16 Hrs

Sanitary Sewer Design: $6,352
Staff Engineer 40 Hrs, Civil Engineer 16 Hrs, Senior Civil Engineer 4 Hrs

Water Main Design: $6,352
Staff Engineer 40 Hrs, Civil Engineer 16 Hrs, Senior Civil Engineer 4 Hrs

Street Design: $6,352
Staff Engineer 40 Hrs, Civil Engineer 16 Hrs, Senior Civil Engineer 4 Hrs

Erosion Control Design: $6,352
Staff Engineer 40 Hrs, Civil Engineer 16 Hrs, Senior Civil Engineer 4 Hrs

Topographic Survey: $3,555
Field Survey 7 Hrs, Drafting 7 Hrs, Senior Civil Engineer 4 Hrs

Pavement Thickness Design: $6,203
Geotechnical Manager 24 Hrs, Senior Civil Engineer 5.5 Hrs

Total: $38,300

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Rate Sheet

Senior Civil Engineer	$170/Hr
Civil Engineer	$137/Hr
Staff Engineer	$87/Hr
Geotechnical Manager	$116/Hr
Field Survey	$242/Hr
Drafting	$150/Hr

Jesik

800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
C: (720) 998-7788
www.jesik.us

August 11, 2023

Town of Grand Lake
1026 Park Avenue
Grand Lake, CO 80447-0099
PO Box 99
Grand Lake, CO 80447-0099

RE: Request for Proposals (RFP) – Roadway Engineering Lucy Street

To Whom it may Concern:

Please find attached the following items:

1. Grand Lake RFP Response including:
    a. Cover Letter (2 pages)
    b. Proposal for Geotechnical and Civil Engineering Services (9 pages)
    c. Not to Exceed fee Scope of Work with unit and hourly rates (1 Page) (Under a separate fee proposal file)
    d. Hourly Rate Fee Schedule (6 Pages) (Under the separate fee proposal file)

Thank You for the opportunity to submit our response to the above referenced RFP, and the opportunity to be of service to the Town of Grand Lake (Town).

Jesik Consulting (Jesik) was founded in 2005, by Joseph Andrew (Andy) Jesik, P.E., as a Geotechnical Firm, complete with a state of the art, on-site Laboratory capable of all associated testing and certification of in-situ soil conditions, proposed materials for road and foundation sub-base and recommendations of same. In addition, Jesik provides potable water distribution system and treatment design, wastewater distribution system and treatment design, foundation systems, storm water management studies and design, as well as water rights engineering such as substitute supply plans, augmentation plans and surface and groundwater depletion analysis. Recently, Jesik was involved in the design of several small carbon sequestration pits, as well as other varied Civil Engineering Disciplines.

Jesik Consulting is comprised of a staff of Licensed Professionals and Certified Testing Technicians and office management personnel who are courteous, professional, and willing to serve the Client's requests in an expeditious and professional manner. The Design Team has comprehensive experience in Stormwater Management, Best Management Practices (BMP), Sanitary Sewer Distribution and Treatment, Potable Water Distribution and Treatment, Street, roadway, curb, gutter, and sidewalk design, as well as Geotechnical Engineering and Water Rights.

We would like to request that Section **V. OWNERSHIP** of the Agreement for Professional Services be amended to remove portions of sentence 4 to read: "The Town may, with respect to all or any portion of

Jesik

800 W. 8th Street
Pueblo, Colorado 81003
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C: (720) 998-7788
www.jesik.us

such work, use, publish, display, reproduce, distribute, destroy or translate such work without providing notice to or receiving consent from Engineer." We request the terms "alter," "retouch," "modify," "adapt," or "change" be removed as Jesik Consulting cannot be held responsible for revisions or modifications of which we are not aware of and have not reviewed and approved.

We look forward to your response.

Sincerely,

Joseph A. Jesik, P.E.
Owner/Chief Engineer

cc: file

Town of Grand Lake
1026 Park Avenue
Grand Lake, CO 80447-0099
P.O. Box 99
Grand Lake, CO 80447-0099

Jesik Consulting
800 W. 8th Street
Pueblo, CO 81003
Attn.: Andy Jesik

Subject project: **Proposal for Geotechnical and Civil Engineering Services**
Project Name: Town of Grand Lake, Colorado Request for Proposals Roadway Engineering Lucy Street

To Whom it may concern,

Jesik Consulting. ("JESIK") appreciates the opportunity to present this proposal to the Town of Grand Lake ("Client") for geotechnical and civil engineering services.

Based on our correspondence, we understand the project will entail the 5-phase design for the extension of Lucy Street.

Project Understanding and Approach

Andy Jesik, PE and Kenneth Young, PE have a combined experience in roadway and related drainage design of over 50 years. In addition, Andy Jesik has over 20 years' experience in Geotechnical Engineering. Jesik Consulting has a firm grasp of the intent to extend proposed Lucy Street, and the Engineering Services related to same.

Jesik Consulting has all capability in personnel, credentials, experience, and equipment to perform all aspects of this and more complex projects. This includes our on-site, accredited Geotechnical Laboratory, field and laboratory technicians.

The August 31, 2023, deadline for all Engineering Services is going to be a very tight window. However, our firm is capable of "shaking similar projects out of our sleeve", and just completed a project for the Arkansas Groundwater and Reservoir Association (AGRA) in a little less than two weeks. Mr. Daniel Tucker, PE for AGRA will verify this. His contact information is dan@agraco.net, (719) 406-2852.

Similar Experience

The following is an abbreviated list of clients, including contact information:

Avondale Water and Sanitation District, Avondale, Colorado – Potable Water Infrastructure Improvements – Contact: Sharon Vialpando, Office Director, Telephone: (719) 947-3186, E-mail: avondalewater@aol.com

City of Pueblo, Colorado – On-Call Geotechnical Engineering Services – Contact: Charles E. Roy, PE, Deputy Director Public Works Department, Office: (719) 553-2271, Cell: (719) 568-1381, E-Mail: croy@pueblo.us

Pueblo County, Colorado – On-Call Geotechnical Engineering Services – Contact: A. Karim Ayoub, Project Manager, Department of Engineering and Public Works, Office: (719) 583-4753, Cell: (719) 569-1633, E-Mail: karima@pueblocounty.us

Pueblo Urban Renewal Authority – Geotechnical Engineering Services for Dutch Clark Stadium and various other projects – Toni Acri, PE, Office: (719) 542-2577, Cell: (719) 569-2208, E-Mail: tacri@puebloura.org

Arkansas Groundwater and Reservoir Association (AGRA) – Geotechnical and Civil Engineering Services for the Oxford Farmers Ditch and other projects – Daniel R. Tucker, PE, Cell: (719) 406-2852, E-Mail: dan@agraco.net

Qualifications

Andy Jesik P.E.

Civil Engineer

Andy Jesik has 20 years of experience working as a Geotechnical Engineer, in areas of commercial, highway, residential, mining, dams, and utility projects. As an Environmental Engineer, he has experience in all aspects of onsite water treatment systems (OWTS), commercial and industrial projects and DOD sites. As a construction manager he has worked on Highway and airport projects. Andy also has years of experience as a Geotechnical Program Manager working internationally (Africa-Congo, Mexico, Peru and Columbia) on mining projects.

Education

Colorado School of Mines
Bachelor of Science
in Engineering

Certification/License

Colorado P. E. (No. 39781)
New Mexico P. E. (No 226784)
Arizona P. E (No. 59441)

Relevant Project Experience

City of Pueblo Fire Stations 5, 8 & 11 – Pueblo, CO
Completion of geotechnical soils reports to build three fire stations around the Pueblo area.
Neptune & Thunderwolf Solar Farms – Pueblo, CO
Fremont County Airport – Colorado Springs, CO
Swisspod Test Track (Hyperloop) – Pueblo, CO

Kenneth Young P.E.

Civil Engineering

Ken Young has 37 years of experience as a professional civil engineer doing projects that include, storm drainage, land development, water and wastewater system design,

surveying, roadway design, construction management and project/construction inspections.

Education

CSU (Fort Collins)
CSU (Pueblo)
Bachelor of Science
Civil Engineering Technologies

Certificates/License

Colorado P.E. (No. 33405)

Relevant Project Experience

Repair/Replace Infrastructure at the Colorado State Fairgrounds, Pueblo, Colorado Project Engineer for the design of the replacement of gas, sanitary sewer, storm sewer and water mains at the State Fairgrounds. The total project had a 6-million-dollar budget over 4 years. Responsibilities included the design of a new water distribution system to replace the existing cast iron water mains. The proposed system provided additional fire protection, drinking fountains, decorative fountains and backflow prevention on the new mains and on all new services and frost-free hydrants.

Sunflower Valley Pipeline Association, – Improvements to the Water Distribution System Project Engineer, Surveyor and construction supervision for replacement and expansion of an existing drip water system near Trinidad, Colorado. Provided survey data and coordination with aerial mapping company. Analyzed the existing system and designed a replacement pressure system. This included numerous State Highway crossing and canal crossings. The proposed system included more than 50 miles of new water mains. It also included 4 pressure reducing stations, which served to regulate the water pressure inside the system. The several highway crossing and other stream crossings employed the use of special fittings and HDPE water main pipe.

Rivers Run Subdivision

Project Engineer for a proposed 230 lot subdivision. It involved the design of approximately four miles of new streets, water system, sewer system, storm sewer and drainage improvements, Project Experience highway access improvements, a park and detailed grading plans which will provide for a unique, ridge top lot development near the confluence of the Arkansas and Fountain Rivers. Town of Alma, Colorado Project Engineer for the replacement of various segments of the Town's existing potable water distribution system. Design and Construction challenges due to elevation and shortened construction season.

Orchard Park Water User's Association Project Engineer for the extension of the Avondale Water and Sanitation District (AWSD) potable water distribution system to serve approximately 100 additional taps in the Orchard Park area of Pueblo County, Colorado. Included the hydraulic design and construction of approximately 40 miles of pipeline.

St. Charles Mesa Water District – 2.2 Million Gallon Welded Steel Water Storage Tank Project Engineer and construction supervision for a large storage tank. The proposed project was to provide additional storage at the low-pressure end of a portion of the water distribution system. The tank was designed to work in conjunction with several other storage tanks within the treatment plant.

Our proposed services for the project include geotechnical site investigation, sample

collection and testing, site and soil evaluation, pavement cross section design, construction recommendations, documentation, reports, calculations and improvement plans. Services are completed in general conformance with applicable local regulations and American Society for Testing and Materials (ASTM) standards. More specifically, the *scope of services* ("Services") is as follows:

Basic Services:

- Site Investigation:
  - Drill 3 pavement and utility boring to depths ranging to 15 feet or refusal.
  - Record groundwater levels.
  - Classify subsurface materials, changes, and properties that could impact design recommendations or construction.
  - Perform in-situ density testing (i.e., modified California barrel or standard penetration test).

- Sample Collection and Testing:
  - Collect disturbed and undisturbed samples at select depths using a modified California barrel sampler with 2-inch outside diameter brass liner or a split spoon sampler. Bulk and grab samples may also be collected. Usually, 3 to 5 samples are collected per boring.
  - Laboratory Testing. Samples will be returned to Jesik's accredited laboratory and testing may include, but is not limited to, grain size analysis, Atterberg limits, swell/consolidation potential, moisture content, density/moisture relationships (proctor test), pH, hydrometer, water-soluble sulfate, and chloride content, redox, and resistivity. Tests are determined after drilling and are selected based on observed subsurface conditions.

- Pavement Cross Section Design.
  - Laboratory testing will be completed to classify soil types using the AASHTO classification system.
  - An R-Value/CBR will be assumed/determined by a laboratory test for select soils. This test requires approximately 3-weeks to complete and will affect the design deadline.
  - An asphalt, and composite cross section will be calculated and presented in the report.

- Geotechnical Engineering Report:
  The report will include the following items:
  - Surface and subsurface drainage recommendations.
  - Identify potential constructability issues such as shallow groundwater, hard rock, unstable soils, etc.
  - Recommendations for earthwork and concrete.
  - Asphalt, concrete, and composite pavement recommendations.

- Potable Water Distribution System Design:
  The construction plans will include the following items:
  - Selection of proposed line-of-main and description of same.
  - Trench Design and Details (may include use of pipe insulation to reduce excavation depth.
  - Design of all fittings, valves, fire hydrant assemblies, pipe restraints, locating (tracer) wire, service connections and meter pits and individual meters.

- Sanitary Sewer Distribution System Design:
  The construction plans will include the following items:
  - Selection of proposed line-of-main and description of same.
  - Trench Design and Details
  - Design of all fittings, manholes and service connections.

- Roadway Design:
  The construction plans will include the following items:
  - Plan & Profile sheets of the various 5-phase design steps.
  - Layout of all utilities.
  - Detailed Grading Plan.
  - Utility Locates

- Drainage Report:
  The report will include the following items:
  - Analysis of predevelopment storm water runoff rates, volumes, and flow characteristics.
  - Analysis of post development storm water runoff rates, volumes, and flow characteristics.
  - Design of roadway drainage crossings including culvert sizing, end treatment and outlet protection.
  - Identify potential design concerns such as concentrating sheet flow to a point discharge upon completion of the road installation.
  - Recommendations for the need for additional drainage easements, temporary and permanent erosion control and soil stabilization and the potential need for addressing increased runoff rates and volumes and storm water discharge quality.

General Inclusions:

- One (1) stamped copies of the geotechnical engineering report that include the geotechnical Services.
- One (1) stamped copy of the improvement plans.
- One (1) stamped copy of any other reports

Underground Utilities and Boring Locations

Subsurface conditions can vary significantly over a short distance. Therefore, it is important that the borings are drilled at the proper location. It is important to know the location of the utilities prior to drilling. Provide the location of the known utilities by

completing one of the three options below.

Check one of the following:

- ☐ The existing private utilities will be clearly staked before Jesik Consulting goes on-site to drill.

- ☐ There will be someone on-site to show Jesik Consulting where the proposed construction and existing private utilities are the day of drilling.

- ☐ I will provide a detailed site plan that shows where the proposed construction and existing private utilities are on my site before Jesik Consulting drills.

General Exclusions/Additional Services:

- On site meetings. Jesik will provide this as an Additional Service at an additional cost of $175 trip + $132/hour.
- Construction observations. May be performed as an Additional Service.
- Materials testing. May be performed as an Additional Service.
- Construction management or consultation. Jesik may provide this Additional Service.

Proposed Completion Date:
We strive to complete the report(s), plans and any other required material by the August 31, 2023, date. This is an ESTIMATED date; completion times WILL vary based on specific circumstances including laboratory and engineering workload, requests for additional information, and other circumstances that are not known at the time of this proposal.

Estimated Fees: The total estimated fees for these services will be **$23,032.60.** The final payment is expected to be paid to Jesik upon completion of the work.

Geotechnical Services	$ 6,350.88
Civil Engineering Services	$10,181.73
Surveying Services	$ 5,500.00
Utility Locates	$ 1,000.00

The amounts set forth in this Fee Schedule are based on the information known by Jesik as of the date of this letter. Adjustments to the Fee Schedule may be required if additional or changed information becomes known after the date of this letter that requires Jesik to perform additional work. Jesik shall be entitled to additional fees if required to perform additional work. In such event, Jesik will issue an invoice for the additional work upon completion of the Services.

All Services shall be governed by and performed in accordance with the "Terms and Conditions" attached hereto, which are incorporated into and are a part of this Proposal.

Terms and Conditions

1. Jesik and Associates, LLC, dba Jesik Consulting ("Jesik") shall perform the Services outlined in this proposal for the above stated fees. Fees are only an estimate based on the information known to Jesik at the time of this proposal.
2. Jesik Consulting is an engineering firm with professional licenses and expertise in the area of civil engineering. Services provided under this contract are limited to normal services associated with this area of engineering. All services shall be provided in accordance with the standard of care applicable to civil engineers, performing comparable professional services, on similar projects in this geographical location.
3. Unless otherwise stated in writing, Jesik will have access to the site for activities necessary for the performance of the agreed Services; Jesik will take reasonable precautions to minimize damage caused by the Services, but Client understands that some damage may be incurred. Jesik is not responsible for costs of restoration for any resulting damage.
4. The total fee, (except were identified as a fixed lump sum), is understood by the Client to be an estimate, based upon the known Scope of Services. The total fees charged to Client shall not be exceeded by more than ten percent without written approval of the Client, unless as otherwise set forth herein.
5. Jesik shall be entitled to rely on the professional competency, technical accuracy and completeness of the information furnished by the Client or others to Jesik for its use in performing the Services. Jesik shall not be liable for incomplete or inaccurate information provided to it that affects its Services or for the consequences or effects of such incomplete or inaccurate information.
6. Invoices will be submitted in accordance with the payment schedule. Invoices Will be considered PAST DUE if not paid in accordance with the payment terms set forth in the proposal. Jesik may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate its performance of the Services. Normal methods of payments accepted are cash, check, or credit card. A late fee of $50 will be charged for each 30 days it is overdue. Interest on Past Due amounts will be charged at 2% per month until paid. In the event the guarantor defaults in payment, they agree to pay collection costs for collection of accounts without resort to legal action is 30%, and collection of accounts which require legal action is 45%, and reasonable attorney fees.
7. To the fullest extent permitted by law, Client shall indemnify and hold harmless Jesik and all its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the Project.
8. This agreement may be terminated upon 3 days written notice by either party. In the event of termination, the Client shall pay Jesik for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
9. Jesik shall retain ownership and applicable copyrights to all its instruments of service, including any and all plans, specifications, recommendations, drawings, opinions, reports, and calculations, upon receipt of full payment, Jesik shall grant to Client a nonexclusive license to use Jesik's instruments of service solely and exclusively for purposes of completing the Project.
10. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Jesik and its officers, directors, members, partners, agents, employees, and Consultants, to client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Jesik or its officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Jesik under this Agreement.
11. With respect to any dispute, controversy or claim arising out of or relating to these Terms and Conditions or the Services of the Project, shall be resolved either through mediation or a court of law at the unilateral determination of Jesik Consulting.

12. All policies of property insurance relating to the Project, including any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Jesik or its Consultants. Client and Jesik waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Client and Jesik shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
13. To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Jesik and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Jesik to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
14. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Client and Jesik waive against each other, and the other's employees, officers, directors, members, partners, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
15. Client represents to Jesik that as of the Effective Date to the best of Client's knowledge no Constituents of Concern, other than those disclosed in writing to Jesik, exist at or adjacent to the Site.
16. If Jesik encounters or learns of an undisclosed Constituent of Concern at the Site, then Jesik shall promptly notify (1) Client and (2) appropriate governmental officials if Jesik reasonably concludes that doing so is required by applicable Laws or Regulations.
17. It is acknowledged by both parties that Jesik's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Jesik or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
18. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Jesik may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
19. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Jesik's services under this Agreement, then the Jesik shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on three days' notice.
20. Client acknowledges that Jesik is performing professional services for Client and that Jesik is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any activities or services under this Agreement.
21. Unless otherwise specified, this agreement shall be governed by the laws of the State of Colorado.

Presented: My signature below confirms that all information provided on this Proposal/Work Agreement is current and accurate to date, that I understand and agree with the Terms and Conditions set forth herein and that I sign below of my own free will.

By: Joseph A. Jesik, P.E., Jesik Consulting.

Signature: _____ Date: 8-11-23

Consulting Geotechnical and Civil Engineering Fees - Town of Grand Lake, Colorado - Roadway Engineering Lucy Street (8/11/2023) "NOT TO EXCEED PRICE"

Item No.	Units	Unit Price	Quantity	Description	Total Price
				Field Testing and Inspections	
	HR	$140.00	8	Drilling	$1,120.00
	EA	$59.00	1	Record Groundwater Levels	$59.00
	EA	$29.00	1	Density Testing	$29.00
				Sample Collection and Testing	
	EA	$90.00	1	Grain Size Analysis	$90.00
	EA	$99.00	1	Atterberg Limits	$99.00
	EA	$98.00	1	Swell/consolidation potential	$98.00
	EA	$17.00	1	Moisture Content	$17.00
	EA	$130.00	1	density/moisture relationships (Proctor Test)	$130.00
	EA	$42.00	1	Ph	$42.00
	EA	$180.00	1	Hydrometer	$180.00
	EA	$65.00	1	Water Soluble Sulfate	$65.00
	EA	$55.00	1	Chloride Content	$55.00
	EA	$175.00	1	Redox and Resistivity	$175.00
				Pavement Cross Section Design	
	EA	$500.00	1	R-Value/CBR	$500.00
	EA	$1,000.00	1	Pavement Cross Section Design	$1,000.00
	EA	$1,559.00	1	Soils Report	$1,559.00
	MILE	$0.75	406	Mileage (First 20 miles free)	$304.50
Constingency 15%					$828.38
Geotechnical Engineering Sub-Total					**$6,350.88**
				Phase 1 - Design within 2-feet of proposed finished grade	
	LF	$2.00	712.98	Finished Street Elevation Plan & Profile Sheets	$1,425.96
	LF	$0.35	712.98	2-Feet Below Finished Grade Plan & Profile Sheets	$249.54
				Phase 2 - Design to top of sub-base	
	LF	$0.35	712.98	Top of Sub-Base Elevation Plan & Profile Sheets	$249.54
				Phase 3 - Design line of main for all other utility lines	
	LF	$0.35	712.98	Top of Sub-Base Elevation Plan & Profile Sheets	$249.54
				Phase 4 - Design to Top of Base Course	
	LF	$0.35	712.98	Top of Sub-Base Elevation Plan & Profile Sheets	$249.54
				Phase 5 - Design to Top of Finished Asphalt	
	LF	$0.35	712.98	Top of Asphalt Elevation Plan & Profile Sheets	$249.54
	LS	$500.00	1.00	Detailed Grading Plan	$500.00
				Potable Water Main Design	
	LF	$4.00	700.00	Water Main and appurtenances	$2,800.00
				Sanitary Sewer Design	
	LF	$4.00	370.00	Sanitary Sewer Main and apprutenances	$1,480.00
				Culvert Crossing Design	
	LF	$10.00	60.00	Culvert Desing and appurtenances	$600.00
				Stormwater Management	
	HR	$100.00	8.00	Drainage Report	$800.00
Contingency 15%					$1,328.05
Civil Engineering Sub-Total					**$10,181.73**
ENGINEERING GRAND TOTAL					**$16,532.60**
Surveying					$5,500.00
Utility Locates					$1,000.00
PROPOSAL GRAND TOTAL					**$23,032.60**

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LABORATORY TESTING

AGGREGATE TESTING	Item Number	Standard[2]	Unit Cost ($)	TAT[1] (Day)
Moisture Content				1
Particle Size Analysis (gradation)	5.4.4	C136	80	2
% Less Than #200 Sieve	5.4.2	C117	25	2
Specific Gravity and Absorption Fine Aggregate		C128, T84	98	2
Specific Gravity and Absorption Coarse Aggregate		C127, T85	98	2
Dry Rodded Unit Weight & Voids		C29	45	3
Flat or Elongated Particles		CP33	60	1
Organic Impurities		T21	50	2
Fractured Faces		CP45	70	2
Clay Lumps and Friable Particles		C142	70	2
Sulfate or Magnesium Sulfate Soundness		C88	450	14
LA Abrasion Test		C131, C135	185	14
Uncompacted Voids of Fine Aggregate		T304	85	14
Alkali – Silica Reactivity – 3 Specimens – Fine Agg.		C1260, C1567	600	7
Alkali – Silica Reactivity – 3 Specimens – Coarse		C1260, C1567	700	7

CONCRETE and MASONRY	Item Number	Standard[2]	Unit Cost ($)	TAT[1]
Concrete Cylinder Mold, Include Compressive Strength		C39	22	Specs
Concrete Cylinder Mold, Include High Strength Compressive Strength		C39	28	Specs
Cylinders Cast by Others		C39	28	Specs
CLSM Mold and Strength		D4832	25	Specs
Flexural Strength of Concrete Beams		C78	74	28
Curing, Capping and Compressive Strength of Concrete Cores			49	1
Maturity Data Sensor for External Logger (ea)			100	1
Maturity Calibration Curve			500	5
Maturity Data Logger (Day)			45	1
Relative Humidity Sensors		F2170	100	1
Relative Humidity Logger (Day)		F2170	45	1
Moisture Coupons			35	Specs
Shotcrete Strength			35	Specs
Grout Cubes			34	Specs
Masonry Prism		C1314	80	Specs
Concrete Masonry Unit Strength			40	Specs
CMU Sample Prep (Hr)			65	1
Shotcrete Strength		C1604	22	Specs
Shotcrete Coring and Sample Prep (Hr.)			75	1
ASTM Flexural Test – glass fiber re-enforced Concrete sample prep		C1228-96	175	Specs

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Glass Fiber Reinforced Coupon Breaks	C947	65	Specs
Floor Profiling		80	1
Floor Profiler Equipment (Week)		650	7
Concrete Mix Analysis		2500	21

SOILS	Item Number	Standard[2]	Unit Cost ($)	TAT[1]
Visual Classification/Moisture-Density			59	2
Moisture Content		D2216	17	2
Natural Density		D2166	29	1
Atterberg Limits				
Method A (Multi-point)			99	3
Method B (Single point)			60	3
Particle Size Analysis (Gradation)				
All standard sieves down to #200		D6913, D422	90	2
Percent less than #200, add		D1140	30	1
Hydrometer Analysis, add		D422	180	3
Density/Moisture (Proctor Test)				
Standard Methods A &B		D698	118	2
Standard Method C		D698	118	2
Modified Methods A & B		D1557	130	2
Modified Method C		D1557	130	2
Checkpoint		D698, D1557	60	1
Soil Cement Proctor – Method A		D1633	130	3
Consolidation/Swell				
Free Swell (Swell Pressure)			74	3
Swell/Collapse Potential, 5 Loads		D4546	98	5
Additional Loads, each			19	1
One Dimensional (Time)		D2435		
		Method A	395	10
		Method B	530	10
Unconfined Compressive Strength		D2166	69	4
Direct Shear		D3080	150	14
Permeability				
Falling Head		AS1289.6.7.2	250	8
Constant Head		AS1289.6.7.1	250	5
Triaxial Unconsolidated - Undrained		EM1110-2-1906	180	14
Triaxial Consolidated - Undrained		EM1110-2-1906	400	14
Triaxial Consolidated - Drained		EM1110-2-1906	500	14

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Corrosivity				
pH	5.1.8P	D1293, D4972, E70	43	2
Chloride	5.1.8C	T291, CP2104	55	2
Water Soluble Sulfates	5.1.8SF	CP2103	65	2
Electrical Conductivity	5.1.8EC	D1125	150	7
Electrical Resistivity (Miller Box)	5.1.8ER	G57	175	7

ASPHALT	Item Number	Standard[2]	Unit Cost ($)	TAT[1]
Asphalt Binder Content		CP5120	110	1
Asphalt Binder Content with Particle Size Analysis		CP5120	210	1
Asphalt Content Correction Factor		CP5120	350	4
Bulk Specific Gravity and Core Thickness		D1180, D2726	45	4
Max. Theoretical Specific Gravity		D2041	95	2
Marshall Stability, Flow – 3 Specimens		D1559	205	5
Gyratory Stability, - 3 Specimens		CP5115	205	5
Gyratory Specific Gravity, Voids		CP5115	120	2
Hveem Stability		CP5106	375	5
Asphalt Moisture Content		T329	35	1
Micro Deval		D6928	165	5
Ignition Oven Calibration			450	1
Generator and Coring Machine (Hr)			75	1
Modified Lottman		CP5109	425	7
Asphalt Mix Analysis			2,800	21

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FIELD TESTING AND INSPECTIONS

Concrete Technicians, hour	C1064, C172	66
- Includes slump, air, temperature, sample pickup, stripping, reporting, density and delivery, molding samples - Sample Coupons for ASTM Flexural Test, hour	C143, C138, C231	70
Asphalt/Compaction Technicians, hour		74
- Includes visual inspections, in-place moisture/density tests using a nuclear density gauge, reporting		
Special Inspections, each		224
- Includes up to 2 hours of visual inspections for excavations, footings, piers, perimeter drains, reinforcing steel, masonry, piers. P.E. certified letter, included		
- Hourly or over 2 hours billed in ¼ hour increments		90
- Paint Thickness Test – Non-Destructive - Bill per hour		80
Quality Control Technician – on site for full time observation		72
Floor Flatness (hr.)		75
Post Tension Slab Observations (hr.)		115
Spray Applied Fireproofing (hr.)		95
Anchor Pull Testing, (hr_)		80
Certified Welding Inspector (hr.)		175
Certified Building Inspector (hr.)		125
Certified Fire Stop Inspector (hr.)		95
		0.65
Pile Pull Testing, (hr.) – Equipment provided		125
Auger Drilling, (hr.)		140

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MANAGEMENT AND ENGINEERING

Project Manager (PM), Review/Supervision (hr.)	95
Project Engineer/Geologist (PE/PG) (hr.)	105
Senior Project Engineer/Geologist (hr.)	135
Staff/Field Engineer/Geologist (hr.)	88
Senior Project Manager	122
Principal Engineer	145
Overtime – Time and a half for Staff/Field Engineer/Geologist Project and Senior Staff no Overtime Charge	
Clerical, hour	58
Vehicle Mileage Rate, mile (First 25 miles from office free)	0.65
Interest Charged if payment not received with 30 days (monthly)	2%

Notes:

1. TAT = Turn Around Time is typical times to receive results. The TAT is not guaranteed. Please call for an accurate TAT based on current lab work.
2. CP = CDOT Colorado Lab Procedure
3. D and C = American Society of Testing Materials Standards
4. T = AASHTO Standards

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General Terms and Conditions:

1. Time is charged portal to portal.
2. Mileage is charged for travel over 25 miles from the office.
3. Fieldwork will include a minimum ½ hour for equipment setup, cleanup, and test reporting.
4. A minimum of 1 hour at the respective hourly rate, plus actual mileage will be charged for late cancelations.
5. Unless the Client requests full-time services, Client understands that services provided by Jesik are on an "On-Call" basis. Client shall assume responsibility for adequate notification and scheduling of Jesik services. Jesik will make every reasonable effort to meet the Client's schedule but will not guarantee service availability without direct confirmation with Client.
6. Client agrees that Jesik shall not be liable for damages resulting from errors, omissions, or negligence, beyond the total fee received by Jesik from Client. In no event shall Jesik be liable for indirect or consequential damages of any kind.
7. Client recognizes that the services provided by Jesik do not carry a warranty or guarantee of any type. While such services may reduce the risk of construction defects, omissions, or deficiencies, it is the Client's responsibility to ensure the quality and completeness of the project in accordance with the applicable plans and specifications.
8. This Price List & General Terms and Conditions shall be submitted by Jesik to Client before any services are performed. Client agrees that any request for services constitutes acceptance of the fees, terms and conditions stated herein, or as otherwise agreed to in writing.
9. Geotechnical testing does not include engineering and/or geologic review and analysis.

Exhibit D

Town of Grand Lake, Colorado

August 11, 2023

ROADWAY ENGINEERING FOR LUCY STREET PROPOSAL

SMH CONSULTANTS

Civil Engineering | Land Surveying | Landscape Architecture

Land Acquisition | Environmental Engineering

THANK YOU FOR CONSIDERING SMH!

Roadway Engineering for Lucy Street
Town of Grand Lake

August 11, 2023

Town of Grand Lake
Attn: Matt Reed-Tolonen
1026 Park Avenue
Grand Lake, Colorado 80447

Dear Mr. Reed-Tolonen:

It is with great excitement that SMH Consultants (SMH) submits the following proposal for the Town of Grand Lake Roadway Engineering for Lucy Street. SMH is a full-service land surveying and civil engineering firm headquartered in Manhattan, KS with additional offices in Dodge City, KS; Kansas City; and Colorado Springs, CO. By providing both land surveying and civil engineering services in-house, we can provide a quicker response time and more efficient design process for our clients.

If selected, SMH is prepared to enter into contract negotiations with the Town of Grand Lake for professional services to include, but not be limited to, topographic and utility survey for the area of the roadway and utility improvements, roadway design, sanitary sewer main extension design, and watermain extension design. Brett Louk will serve as the SMH project manager and will be readily available for site visits, project meetings, and other needs as they arise during design and construction of the public improvements.

With over thirty years of experience, we believe that SMH is well qualified to provide the necessary services for Lucy Street. If you have any questions, please do not hesitate to contact me at blouk@smhconsultants.com, 719-465-2145 (office), or 719-428-8677 (cell).

Sincerely,

Brett Louk

Brett Louk, P.E.
SMH Consultants
620 N Tejon Street; Suite 101
Colorado Springs, CO 80903

SMH CONSULTANTS FIRM PROFILE

Civil Engineering | Land Surveying | Landscape Architecture
Environmental Engineering | Land Acquisition

SMH Consultants (SMH) began in 1989 as Sloan and Meier Surveyors. The original founders of the company saw a need and opportunity to provide high quality professional land surveying services to a variety of clients. The company only offered land surveying services and eventually expanded into civil engineering services related to water resources, environmental engineering, transportation engineering, and land development in 2007. Since then, additional services have been added to the company in the areas of airport engineering, construction engineering, landscape architecture and land acquisition. SMH is licensed to provide land surveying and engineering services in Kansas, Colorado, Missouri, and Oklahoma; as well as landscape architecture services in Kansas and Colorado.

On staff, we have eight professional engineers, two professional land surveyors, a landscape architect, and a dedicated right-of-way acquisition agent. Company-wide, SMH has thirty-seven full time employees and three part time employees throughout its headquarters office in Manhattan, KS and additional offices in Kansas City; Dodge City, KS; and Colorado Springs, CO.

While our broadest experience has been in infrastructure planning and design, land development, land survey, and property acquisition, our company can perform all types of complex projects, designs, and surveys. The company's services in regards to civil engineering are site development; roadway and paving; aviation; water supply, treatment, and distribution; sanitary sewer collection, pumping and treatment; storm sewer facilities; utility coordination; project management; landscape architecture; construction observation; and materials testing.

SMH has developed an approach that is focused on building long-term relationships with our clients. The dedication and commitment to this approach is what sets SMH apart from our competitors. These elements, coupled with open and consistent communication, are the key to ensuring long-lasting relationships.

www.smhconsultants.com

PROJECT TEAM

Roadway Engineering for Lucy Street
Town of Grand Lake

BRETT LOUK, P.E. - PRINCIPAL/PROJECT ENGINEER

blouk@smhconsultants.com

As Project Engineer, Principal, and Branch Manager of SMH's Colorado Springs office, Brett has been involved in an assortment of projects since the start of his career in 2009. His commitment to the meticulous development of projects shows through in the quality of end products. Brett is often assigned the most detail-demanding projects because he is conscious of budgets and schedules, and he puts together a great set of plans. With several years of training and experience, Brett will take every step necessary to ensure improvements are thorough, practical, and within all established guidelines.

ROLE: Brett is responsible for working with the staff to design and carryout successful projects from preliminary and concept phases through construction.

EDUCATION: B.S. Horticulture & B.S. Civil Engineering; Kansas State University; 1999, 2009

REGISTRATION: Professional Engineer: Colorado, Kansas, Oklahoma, and Missouri

EXPERIENCE: 14 years - SMH (2009-present)

TIM SLOAN, P.L.S. - VICE PRESIDENT/LAND SURVEYOR

tim@smhconsultants.com

Tim leads the Land Surveying Division of SMH and is a founding member of the company (previously Sloan and Meier) in 1989. Since then, he has grown the firm from a two-man land surveying company to a current 37-person firm that offers land surveying and engineering services across Kansas, Oklahoma, Missouri, and Colorado. His experiences in land surveying range from boundary and topographic surveys to more complicated facility surveys. With this experience and Tim's strong work ethic and collaboration, the company is able to offer clients more opportunities for growth in their region.

ROLE: Tim will direct the SMH field crew, provide necessary legal descriptions, and ensure project partners have accurate information.

EDUCATION: Electronics, Lasalle Extension University, 1997

REGISTRATION: Professional Land Surveyor: Colorado, Kansas, and Oklahoma

EXPERIENCE: 40+ years - Cook, Flatt, & Strobel, PA (1972-1973), Schwab Eaton (1973-1989), Sloan & Meier Surveyors (1989-2007), SMH (2007-present)

SIMILAR WORK EXPERIENCE

Roadway Engineering for Lucy Street
Town of Grand Lake

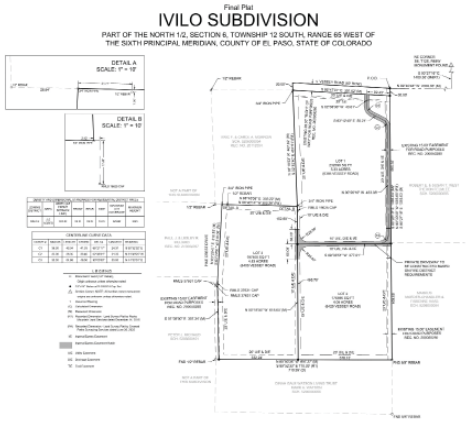
IVILO MINOR SUBDIVISION - EL PASO COUNTY, COLORADO

PROJECT CONTACT: Pawel Posorski - 630-302-7308

Project Description: 3-lot single-family residential subdivision development

SMH Project Staff: Brett Louk - Civil Engineer; Tim Sloan - Land Surveyor

SMH Responsibilities: Platting, stormwater drainage analysis, traffic memo, and planning application documents



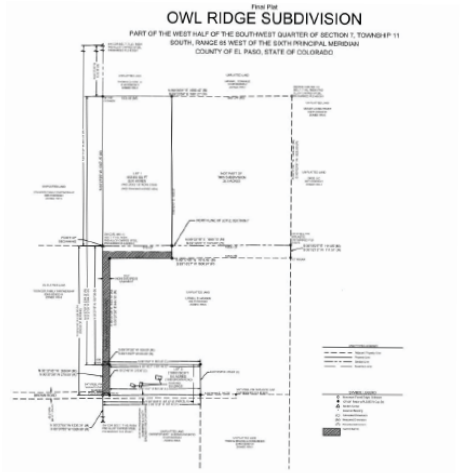
OWL RIDGE MINOR SUBDIVISION - EL PASO COUNTY, COLORADO

PROJECT CONTACT: Colt Haugen - 719-440-8808

Project Description: 2-lot single-family residential subdivision development

SMH Project Staff: Brett Louk - Civil Engineer; Tim Sloan - Land Surveyor

SMH Responsibilities: Platting, stormwater drainage analysis, traffic memo, and planning application documents



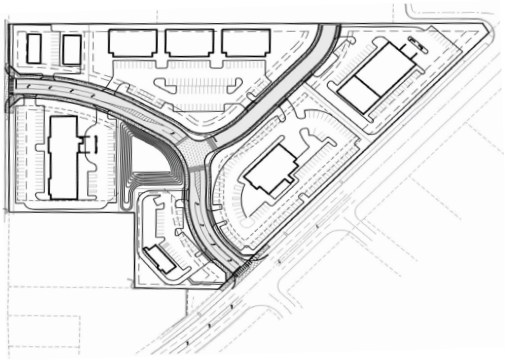
LEGACY CROSSING - GARDEN CITY, KANSAS

PROJECT CONTACT: Matt Bennett - 620-276-6971

Project Description: 6-lot commercial development - Under Construction

SMH Project Staff: Brett Louk - Civil Engineer; Tim Sloan - Land Surveyor

SMH Responsibilities: Topographic and utility survey, platting, street design, sanitary sewer main design, watermain design, stormwater analysis and detention design, utility coordination, bid letting, and construction observation



PROJECT APPROACH & UNDERSTANDING

Roadway Engineering for Lucy Street
Town of Grand Lake

We believe our team has a better grasp of the entire project scope and constraints than other competitors due to a previous conference call with the Town of Grand Lake staff to discuss the project in detail prior to the RFP being released. From this conversation, we are prepared to work with the Town staff during contract negotiations to arrive at a reasonable design fee that will allow the project to stay within budget.

1. SITE VISIT & KICK-OFF

Upon being selected and finalizing a contract, SMH will make an initial visit to the project site. This will allow our team to determine the exact topographic and utility survey limits, as well as, identify any areas or items of critical importance that will need extra attention during the survey work. During the visit, SMH will also set up a project kickoff meeting with the Town staff. The intent of the meeting will be to discuss design criteria, initial questions from both SMH and the Town, any areas or items of concern, and to receive input from the Town on what they envision for the finished product.

2. DATA COLLECTION

Once the initial site visit is complete, SMH will be positioned to hit the ground running with the topographic and utility survey of the existing conditions. We understand the need to complete the survey of the site in a timely fashion so that improvement designs can begin as soon as possible. After the survey work, SMH will convert the field data into a working drawing that will be used for the civil design.

3. DESIGN & CONSTRUCTION

With this data, SMH will begin working on the roadway, sanitary sewer, and watermain designs. The first step will be to evaluate the two options for routing the sanitary sewer and watermain to the project site. The Town staff will be included in this evaluation process. Once the preferred routing of the sanitary sewer and watermain extensions are selected, improvement designs can move forward. SMH plans to submit 50%, 95%, and 100% sets to the Town for review during the design process. The 50% set will allow for an overview look at the centerline, watermain, and sanitary sewer alignments, and allow the opportunity to make adjustments, as necessary, early in the process. The 95% set will be for any last-minute revisions prior to stamping and signing the plans. In addition, SMH will be available to make site visits and answer questions that may arise during construction. SMH will also perform shop drawing review in coordination with the Town.

SMH has a great reputation in regards to communication with our clients throughout the life of a project. This allows the project to stay on schedule, within budget, and moving in the right direction. Although we are not able to complete the design by August 31st, we will be able to complete it no later than September 15th.

Lucy Love Public Improvements
Grand Lake, CO
Surveying & Civil Engineering Construction Documents
Scope of Professional Services
Prepared: August 11, 2023

General Project Description: *Land surveying and civil engineering construction documents for the public improvements for the Lucy Love Subdivision in Grand Lake, CO. These improvements generally involve watermain, sanitary sewer main, and road design for the new subdivision consisting of 4 lots.*

SMH Consultants (SMH) will perform the following tasks:

PART I – PROJECT MANAGEMENT

1. Kickoff meeting with Town of Grand Lake to go over the project, design criteria, etc. prior to beginning the design work. This task includes a site visit by the Project Engineer.

2. Utility coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.

3. Submittal of preliminary construction documents (electronically) for review by the Town of Grand Lake. This task also includes a field check field check by the Project Engineer and addressing review comments received from the Town.

4. Submittal of final construction documents (electronically) to the Town of Grand Lake for review and approval. This task includes addressing any remaining review comments from the Town.

5. Construction engineering to consist of shop drawing review and answering questions that may arise during construction. This task includes up to 2 site visits during construction.

PART II - TOPOGRAPHIC SURVEY

1. Topographic, boundary, and utility survey of the area where the public improvements are to be constructed.

2. Conversion of the survey into a working drawing that can be used for design.

PART III – CONSTRUCTION DOCUMENTS

1. Preliminary title sheet depicting the project location, owner contact information, engineer contact information, miscellaneous construction notes, and an approval block for the Town of Grand Lake.

2. Roadway plan and profile. The proposed roadway plan and profile will also depict the location of utility crossings both vertically and horizontally. The proposed grading will also be depicted on the roadway plan and profile. The roadway plan and profile will conform to Town of Grand Lake standards.

3. Miscellaneous roadway details as required for construction of the roadway. Roadway section is anticipated to 4" Class C base and 2" asphalt.

4. Roadway cross sections every 50 feet. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.

5. Stormwater runoff calculations and drainage study to properly size the roadside ditches and culverts that may be required. All study relative to storm water will be based on the Town of Grand Lake guidelines. The drainage study will be provided in letter format with attachments of input and output data.

6. Gravity sanitary sewer plan and profile internal to the development. This task includes a rough cost estimate for two different sanitary sewer main routing options. This task does not include service tap locations. The sanitary sewer plan and profile shall conform to Town of Grand Lake Standards.

7. Sanitary sewer standard details as provided by the Town of Grand Lake.

8. Watermain plan and profile for the extension of water service to the subdivision. This task also includes a rough cost estimate for two different watermain routing options. This task does not include service tap locations. The watermain plan and profile shall conform to Town of Grand Lake standards.

9. Watermain standard details as provided by the Town of Grand Lake.

10. Preliminary soil erosion and sediment control plan depicting the location of all erosion control measures to be utilized on the site during construction. There will not be over an acre of land disturbance, so no permitting should be required.

11. Soil erosion and sediment control details as provided by the Town of Grand Lake.

Services not Rendered by SMH but May be Required

1. Geotechnical investigation as required by the Town of Grand Lake for roadway section design.

2. Construction testing.

3. All other services not identified in the above scope of services.

Additional Services

Any services not identified in the fore mentioned scope of services requested by the owner will be provided at 2023 hourly rates.

Notes

1. There may be studies (i.e. additional traffic, additional drainage, sewer and etc.) not identified in this scope of services that may arise because of other jurisdictional agencies. As the need for these studies arises a separate scope of work will be developed for approval by the client.

2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.

3. All designs shall be provided on SMH title block and provided to owner in PDF format.

4. Any services not identified in the fore mentioned scope of services requested by the architect or owner will be provided at 2023 hourly rates.

SMH CONSULTANTS

Town of Grand Lake, Colorado
Roadway Engineering for Lucy Street
Fee Schedule

Project Management	
Professional Engineer	29 hrs @ $170/hr = $4,930
Topographic and Utility Survey	
Professional Surveyor	2 hrs @ $186/hr = $372
Survey Crew	18 hrs @ $160/hr = $2,880
CAD Technician	16 hrs @ $106/hr = $1,696
Civil Engineering Construction Documents	
Professional Engineer	26 hrs @ $170/hr = $4,420
Design Engineer	156 hrs @ $128/hr = $19,968
Geotechnical Engineering Subconsultant Services	$7,000

Total Not to Exceed Hourly Fee = $42,000

Bid Tabulation

Qualitatively 0 - did not address, 1-response minimal, 2- response acceptable, 3 response - exceptional

business name	SMH Consultants	Landmark EPV LLC	Jesik Consulting
contact name	Brett Louk	Rod Harr	Andy Jesik
address	411 S. Tejon Street, Suite	5803 Lockheed Ave	Loveland Co. 80538
phone	719-465-2145 or 719-428-	970-667-3286	800 W. 8th Street Pueblo CC
signature and date	yes	yes	yes
Project Understanding and Approach			
1. Understanding of the project	3	3	3
2. Ability to perform all aspects of the project	3	3	3
3. Ability to meet schedules within budget	3	3	3
Similar Experience			
1. List of clients (2-5) for whom similar work has been done. Include con	3	3	3
2. Relevant recent experience in comparable projects	3	3	2
Qualifications			
PE license	3	3	3
Fees:			
not-to-exceed fee Scope of Work	$42,000.00	$38,300.00	$23,032.60
A subtotal of man-hours and fees shall be provided.			
An hourly rate fee schedule	128-172/hr	137-170/hr	132/hr plus $175/trip
surveyor and CAD	$4,948.00	$3,555.00	$6,500.00
Geotech	$7,000.00	$6,203.00	$6,350.00
construction docs	$24,388.00	$25,408.00	$10,181.73
Project management	$4,930.00	$3,134.00	
total	$41,266.00	$38,300.00	$23,031.73

Grand Lake Board of Trustees

Consideration of Bid for Painting the Grand Lake Community House

Date: August 14th, 2023

To: Mayor Kudron and Trustees
From: Kimberly White, Community Development Director

Re: Consideration of Bid for Painting the Grand Lake Community House

Background
The Community House requires periodic preventative maintenance to protect the integrity of the exterior siding. Town Staff created a "Request for Proposal" for hiring a painting/staining contractor to perform preparation and staining of the community house exterior (Exhibit A). The bid was open to the public for the requisite fourteen (14) days from July 28th, 2023 to until 2pm, August 11th, 2023. The Town received one (1) submission for the Project (table setting).

Discussion
The next step is for the Board of Trustees to make a decision on which contractor will be awarded the project. The chosen contractor would propose a method of preparation via sanding, or washing the siding, repairing any loose hardware, etc, and applying 2 or more coats of stain. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The Town reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Town's satisfaction.

Recommended Motions:
The Trustees have the following options:

1. Motion to Direct the Manager to Enter into a Contract with _____ for the Exterior Staining of the Community House.

   OR

2. Motion to Direct the Manager to Enter into a Contract with _____for the Exterior Staining of the Community House, with the following conditions _____.

   OR

3. Motion to Post the Request for Bid for Additional Time

1026 Park Ave · PO Box 99
Grand Lake, CO 80447
970-627-3435
www.townofgrandlake.com

Description:

The Town of Grand Lake is requesting proposals for preparation and staining of the Town's Community House Building. The structure is a 100 year old log building which is stained periodically to prevent decay. Images from the street view are attached for reference. The perimeter of the structure is around 330 ft with varying heights. It is recommended to visit the site to get a better idea of surface area to be stained and maintained. The staining shall entail two to three coats of natural cedar stain, sprayed and back-brushed. This request shall include protection of windows and doors from overspray and preparation of the exterior wood siding, included but not limited to the following methods: power-washing, wire-brush, sand-blasting or acid washing, replacing or mending nails where needed. For bid sheet purposes, please indicate pricing per hour, per task.

Bid Tabulation (Please provide total cost for each line item and hourly rate with estimated number of hours):

Power Wash with CPR acid: _____
Or
Other preferred method of washing/sandblasting the existing wood: _____

Wire brush and sand wood where needed: _____
Repair, remove, add nails where needed:_____
Repair wood where needed:_____
Masking windows and doors from overspray: _____

Apply 2-3 coats of natural cedar stain (spray and backbrush)_____
Or
Preferred method of stain application_____

Clean up and haul away trash:_____

MTZ Painting
P.O Box 455
Granby C.O 80446

Proposal

PROPOSAL NO. 202
SHEET NO.
DATE

PROPOSAL SUBMITTED TO:

NAME: Matt Reed
ADDRESS: Town of Grand Lake
PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS: Down Town Building Grand Lake
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of I Propose To Fucnish All Materials and Labor necessary To Complete The Following: Power Wash Building with CPR Acid. Wire Brush wood Sand Where Its Reavived Push Nails Back In Place, Mask windows Doors And Where Is Required To Apply 2 To 3 Coats Of Natural Cedar Stain Sprayed and Back Brush Clean up and Haul Trash. The cost For The Exterior Staining Is $ 21.300 Half Down To start $ 10.650 Other Half $ 10.650 When Job Is Completed

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars ($ _____) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Per _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date _____

1026 Park Ave · PO Box 99
Grand Lake, CO 80447
970-627-3435
www.townofgrandlake.com

Date: August 14, 2023
To: Mayor Kudron and the Board of Trustees
From: John Crone, Town Manager
Re: Consideration to Approve Applications for Various Grants

Background

The Town is considering applying for two grants from the state. The grants are both intended for the Space to Create project. The Town needs to have official approval from the Board of Trustees to pursue these grant opportunities.

Both applications will be requesting $2 million. Just because we apply, it does not guarantee that we will be awarded the monies. However, as they say, you miss every shot that you don't take.

Motion

If the Board of Trustees desires to pursue the two grant opporunities, then it may do so by approving the following motion:

I move to approve the Town's applications for an EIAF grant and a Strong Communities Infrastructure Grant.