AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Services Contract for Project Management

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: City of Gunnison, Crested Butte, Mt. Crested Butte, BOCC; SGM; CB South Metro

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Services Contract for Project Management and Engineering
for Multi-Jurisdictional Asphalt Project

Fiscal Impact:

Submitted by: Laura Stanley **Submitter's Email Address:** lstanley@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, county share of $2,950 can be covered in the PW 2019 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/1/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 1/30/19

Reveiwed by: Discharge Date: 1/31/2019 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/1/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/5/2019

Revised April 2015

Services Contract for Project Management and Engineering for Multi-Jurisdictional Asphalt Project

1. PARTIES. THIS AGREEMENT is entered into by and between the City of Gunnison, a Colorado home-rule municipality ("City"), the Board of County Commissioners of the County of Gunnison ("County"), the Town of Crested Butte, a Colorado home-rule municipality ("Crested Butte"), the Town of Mt. Crested Butte, a Colorado home-rule municipality ("Mt. Crested Butte"), and Crested Butte South Metro District, a special district of the State of Colorado ("CB South"), hereinafter collectively referred to as "Owners", and SGM, Inc., having its offices in Gunnison, Colorado, hereinafter referred to as the Project Manager.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by all of the Owners (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The Owners shall not be liable to pay or reimburse Project Manager for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

RECITALS

WHEREAS, the Owners have a need to engage an engineering and project manager to provide project management and engineering services for an asphalt project to be constructed in the Owners' jurisdictional boundaries and on behalf each specific Owner and

WHEREAS, the Owners selected the Project Manager based on its qualifications and Project Manager agreed to certain fees to perform the work.

NOW THEREFORE, it is hereby agreed that:

ARTICLE 1. SCOPE OF WORK

The Project Manager promises to perform and accomplish all the work and services proposed in accordance with the terms and conditions set forth in the scope of work description and proposal dated December 20, 2018, which documents are attached hereto and made a part hereof and referenced as **Exhibit A**. Project Manager shall undertake and perform the work and services as is customarily done in the professional practice of project management in the community for undertakings of similar character, scope and magnitude. Each individual Owner shall appoint a principal representative with whom the Project Manager shall consult for work to be performed in that Owner's jurisdiction on behalf of that specific Owner

ARTICLE 2. PROJECT MANAGEMENT FEE

In consideration for the performance of the said work and services, Owners agree to collectively pay to Project Manager total fees and charges not to exceed fourteen-thousand, nine-hundred dollars and zero cents ($14,900.00) ("Project Management Fee"). Payments to the Project Manager shall be made monthly based upon Project Manager's performance and progress, through a properly executed Invoice. Under no circumstances shall the Owners be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified. Payments shall be due within thirty (30) days of receipt by the Owners of the Invoice for the Project Management Fee, subject to acceptance of the work by Owners as set forth in this Article.

Each Owner shall equally share the cost of the scope of work by making payment to the City within 5 days of execution of this Contract in the amount of $2,950.00, which amount shall be held by City and paid to the Project Manager upon approval of the work as set forth herein.

ARTICLE 3. REIMBURSABLE EXPENSE

Reimbursable expenses are in addition to the Project Management Fee and include actual expenditures made by the Project Manager and its employees in the interest of the Project. Pay requests for reimbursable expense shall be submitted with receipts, statements, or other acceptable supporting data to the City with copies to the other Owners. The Project Manager understands and agrees that a certain dollar amount as enumerated in **EXHIBIT A**, Project Manager's Proposal has been established as a maximum amount to be paid for all reimbursable expenses.

ARTICLE 4. AGREEMENT EXPIRATION

Unless sooner terminated, this Agreement shall remain in effect until the work and services are completed and accepted by the Owners.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 DEFAULT

This Agreement may be terminated by Owners or Project Manager upon seven (7) days written notice should Owners or Project Manager fail substantially to perform in accordance with its terms through no fault of the other.

5.2 TERMINATION FOR CONVENIENCE OF OWNERS

The balance of the contracted work set forth in the Scope of Work may be terminated, in whole or from time to time in part, by the Owners whenever for any reason other than Project Manager's default the Owners unanimously determine that such termination is in the best interest of the Owners. Termination of services hereunder shall be affected by delivery to the Project Manager of a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. Upon such termination, Project Manager shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Project Manager up to the Notice of Termination. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

ARTICLE 6. PROJECT MANAGER'S ACCOUNTING RECORDS

Records of the Project Manager's direct personnel and any subcontractors and Reimbursable Expense pertaining to this Agreement and records of accounts between the Owners and Project Manager shall be kept on a generally recognized accounting basis and shall be available to the Owners at mutually convenient times and extending to three (3) years after final payment under this Agreement.

ARTICLE 7. INSURANCE

7.1 GENERAL

The Project Manager shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Project Manager shall continue to provide evidence of such coverage to Owners on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owners within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

7.2 COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

The Project Manager shall procure and maintain General Liability Insurance for all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Project Manager or by any Subcontractor under him or anyone directly or indirectly employed by the Project Manager or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence for $387,000 for any injury to one person in any single occurrence; $1,093,000 for any injury to 2 or more persons in any single occurrence; $1,093,000 for products completed operations; $1,093,00 for property destruction or damage.

The following coverages shall be included in the CGL:

1. Additional Insured status in favor of each of the Owners.
2. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
3. A waiver of Subrogation in favor of all Additional Insured parties.

7.3 AUTOMOBILE LIABILITY INSURANCE

The Project Manager shall procure and maintain automobile liability insurance and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability
(Combined Single Limit): (same as above limits)

Coverages: Specific waiver of subrogation

7.4 WORKERS COMPENSATION INSURANCE

The Project Manager shall procure and maintain Workers' Compensation Insurance at its own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. The policy shall contain a waiver of subrogation in favor of Owners.

The Project Manager shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the

extent not furnished, the Project Manager accepts full liability and responsibility for Subcontractor's employees.

7.5 PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

The Project Manager promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage **or such other minimum coverage as determined by the Owners**. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Project Manager shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Project Manager, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Project Manager shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	**Minimum Coverage per Claim**	**Minimum Coverage in the Aggregate**
$999,999 and under	Minimum of $1,093,000	Minimum of $1,093,000
$1,000,000 to $4,999,999	Minimum of $1,093,000	Minimum of $1,093,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

ARTICLE 8. SPECIAL PROVISIONS

8.1 FUND AVAILABILITY.
Financial obligations of the Owners payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8.2 GOVERNMENTAL IMMUNITY
No term or condition of this Agreement is or shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

8.3 INDEPENDENT CONTRACTOR.
Project Manager shall perform its duties hereunder as an independent contractor and not as an employee. Neither Project Manager nor any agent or employee of Project Manager shall be deemed to be an agent or employee of the Owners. Project Manager and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the Owners and the Owners shall not pay for or otherwise provide such coverage for Project Manager or any of its agents or employees. Unemployment insurance benefits will be available to Project Manager and its employees and agents only if such coverage is made available by Project Manager or a third party. Project Manager shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Project Manager shall not have authorization, express or implied, to bind the Owners to any agreement, liability or

understanding, except as expressly set forth herein. Project Manager shall; (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the Owners, and (c) be solely responsible for its acts and those of its employees and agents.

8.4 COMPLIANCE WITH LAW

Project Manager shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

8.5 CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

8.6 BINDING ARBITRATION PROHIBITED

The Owners do not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

8.7 EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

The signatories aver that to their knowledge, no elected official or employee of the Owners has any personal or beneficial interest whatsoever in the service or property described in this contract. Project Manager has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Project Manager's services and Project Manager shall not employ any person having such known interests.

8.8 PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101

Project Manager certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Project Manager shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub-contractor that fails to certify to Project Manager that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Project Manager (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the sub-contractor and the Owners within three days if Project Manager has actual knowledge that a sub-contractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a sub-contractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Project Manager participates in the Department program, Project Manager shall deliver to the Owners a written, notarized affirmation, affirming that Project Manager has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Project Manager fails to

comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Owners may terminate this contract for breach and, if so terminated, Project Manager shall be liable for damages.

8.9 PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101
Project Manager, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 SUCCESSORS AND ASSIGNS
Except as otherwise provided for herein, Project Manager's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Owners. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-contractors approved by Project Manager or the Owners are subject to all of the provisions hereof. Project Manager shall be solely responsible for all aspects of subcontracting arrangements and performance.

9.2 EXTENT OF AGREEMENT
This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

Owners and Project Manager understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

9.3 CONSTRUCTION OF LANGUAGE
The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party.

9.4 SEVERABILITY
Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

9.5 SECTION HEADINGS
The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

9.6 VENUE

All suits or actions related to this Agreement shall be filed and proceedings held in the County of Gunnison and exclusive venue shall be in the County of Gunnison.

9.7 NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

9.8 WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

9.9 INDEMNIFICATION

To the extent authorized by law, the Project Manager shall indemnify, save and hold harmless the Owners, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Project Manager, its employees, agents, sub-contractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused solely by any act or omission of, or breach of contract by the Owners, its employees, agents, or assignees, or other parties not under the control of or responsible to the Project Manager.

9.10 BINDING EFFECT

Except as otherwise provided in 9.1, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

9.11 COUNTERPARTS

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

9.12 MODIFICATION

By the Parties, except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved by the parties.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

9.13 SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the Owners if Project Manager fails to perform or comply as required.

9.14 CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

ARTICLE 10. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

10.1 The Project Manager agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the Owners under the terms of this Contract shall become and remain the property of the Owners upon creation and shall be delivered to the Owners upon termination or completion of work, or upon request of the Owners, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the Owners.

10.2 The Project Manager and the Owners intend and agree that this Contract to be a contract for services and each party considers the products and results of the services to be rendered by the Project Manager hereunder, including any and all material produced and/or delivered under this Contract (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The Project Manager acknowledges and agrees that the Owners owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

10.3 If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Contract is determined to be other than a contract or agreement for a work made for hire, the Project Manager does hereby transfer and assign to the Owners, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Project Manager agrees to execute all papers and perform such other proper acts as the Owners may deem necessary to secure for the Owners or its designee the rights herein assigned.

10.4 The Owners may, without any notice or obligation of further compensation to the Project Manager, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The Owner's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised. Project Manager shall not be liable for any reuse of the documents by the Owners unless additional compensation is

provided to Project Manager (to be negotiated) to make them suitable for subsequent applications.

10.5 The Project Manager warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The Project Manager agrees to indemnify and hold harmless the Owners, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by Project Manager herein.

In witness whereof, the contracting parties hereto affix their signatures and seals this ____ day of _____, 2019.

CITY OF GUNNISON, a
Colorado home-rule municipality

_____
By: David Gardner, Public Works Director

Attest:

_____
By: Erica Boucher, City Clerk

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON COUNTY

_____
By: Jonathan Houck, Chairperson

Attest:

_____
By:

TOWN OF CRESTED BUTTE, a
Colorado home-rule municipality

_____
By: Dara McDonald, Town Manager

Attest:

_____
By:

TOWN OF MT. CRESTED BUTTE, a
Colorado home-rule municipality

_____
By: Joseph W. Fitzpatrick, Jr., Town Manager

Attest:

_____
By: Tiffany O'Connell, Town Clerk

CRESTED BUTTE SOUTH METROPOLITAN DISTRICT, a Colorado Special District

_____
By:

Attest:

_____
By:

SGM, INC.

_____
By: Name

Title:

Attest:

_____
By:

SGM
www.sgm-inc.com

City of Gunnison Public Works Department
Attn: David M. Gardner/Cody Tusing
1100 West Virginia Ave
Gunnison, CO 81230

December 20, 2018

RE: Inter-Governmental Agreement – Paving and Street Rehab (Gunnison, Gunnison County, Mt Crested Butte, Crested Butte, and CB South)

Dear David and Cody:

Based on previous discussions and group meetings, we understand the SGM role for the referenced work to include:

SGM will be the point of contact for the City of Gunnison, Gunnison County, Town of Mt. Crested Butte, Town of Crested Butte and Crested Butte South for the preparation of Construction Documents, Bidding, Contract Award and pre-construction activities as described in more detail below:

- Coordinate with each entity as to their overall scope of work and quantity of overall road and street rehabilitation work. The overriding scope of work is to create a combined hot mix asphalt paving project through an Inter-Governmental Agreement that combines area work into one contracting action for work to be completed in 2019.

- The scope of work for each entity can include asphalt demolition, asphalt full depth reclamation, concrete removals, new concrete curbing and valley pans, sidewalk and all prep work associated with each scope of work. Each entity will be responsible for their own engineering and design work.

- Develop an area wide asphalt mix specification utilizing a mix design similar to what was discussed with the Colorado Asphalt Products Association representative (Mike Skinner).

- Develop an overall contractor quality control and agency quality assurance set of procedures for the hot mix asphalt work. This would include the mix design mentioned above, asphalt density testing by an approved material testing firm, sub-grade compaction testing (standard or modified proctor) and/or proof rolling procedures. Concrete testing could be performed by the same materials testing firm. Each entity will pay for their testing however, we would use the same specifications and testing firm for consistency.

- Coordinate drawing set. Work with each entity to assemble a combined set of construction level drawings. Each entity will perform their own design and drafting either by staff or consultant as selected by each. Drawings will be provided to SGM suitable to print at 24x36 and at appropriate scale for the work area on each sheet. A standard border will be provided by SGM for all to use.

- Each entity, being responsible for their design, will also be responsible for survey work needed to prepare said construction level drawings. Each entity will be responsible for construction staking required for their work.

- Each entity will provide quantity take offs for their work. SGM will review and check quantity take offs and discuss any discrepancies found with the individual entity. SGM will prepare an independent Engineers Opinion of Probable Construction Costs (EOPCC).

- Facilitate and produce overall bid set project manual that will include; instructions to bidders, bid schedule, general conditions, supplemental general conditions (as requested by each entity), and technical specifications.

- Assemble a combined set of construction drawings for bidding and construction purposes.

- Circulate Bid/Construction documents (plans and specs) to all for review prior to advertisement.

- Administer the bid process; advertise, solicit for bids, facilitate pre-bid meeting, respond to contractor questions, open and review bids, and make recommendation to IGA group for contract award.

- Facilitate Pre-Construction activities: review bonds, submittals and schedule, and facilitate pre-construction meeting.

We have estimated that the professional services fees for the aforementioned scope of work at $14,900. The scope of this agreement will end with a pre-construction meeting.

Construction phase services can be provided by the Gunnison office of SGM as requested. However, at this point we are not sure how to equitably estimate these fees due to the wide range of scope differences between the IGA entities. For future reference, our role as a construction representative for the various entities could include the following:

Construction administration:
- Contractors main point of contact for scheduling, questions, submittals and pay requests.
- Weekly project meetings and schedule updates.
- Review and recommend action on each pay request. Contractor will submit one overall pay request; each entity will pay for their work as identified within the bid schedule.
- Coordinate contractor requests for information and responses to applicable entity.
- Participate in construction administration/inspections at the direction, and expense, to each individual entity. For example, quality assurance inspections, change orders, differing site conditions and/or other construction related issues will be either handled by the entity or a combination of the entity and SGM.
- Direct construction quality assurance either by observing construction and proof rolling and/or scheduling of concrete, asphalt and soil compaction testing.
- Construction survey which could include layout and/or quantity surveys.

We do propose that we work per the attached Standard Agreement for professional services along with the following general guidelines:

Direction from the various entities will be taken from as follows:

City of Gunnison	David Gardner P.E
Gunnison County	Marlene Crosby
Town of Mt. Crested Butte	Joe Fitzpatrick
Town of Crested Butte	Shea Early
CB South	Ronnie Benson

Our services will be provided on a time and materials basis with a not to exceed estimate $14,900 as described above. If you find this proposal acceptable, please provide a professional services agreement suitable for this IGA for our review and signature.

Please contact me if you need if you have any questions or would like additional project detail.

Sincerely,

Gerald E. Burgess

Gerald E. Burgess PE
Principal/Senior Engineer