

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, AUTHORIZING
THE ENGAGEMENT OF ENGINEERING SERVICES FOR TWO RIVERS ROAD AND
BASALT RIVER PARK**

**Town of Basalt, Colorado
Resolution No. 17
Series of 2018**

RECITALS

1. The Town of Basalt wishes to prepare plans for Two Rivers Road and to complete the streetscape for this area of Town and to complete park improvements for Basalt River Park.

2. The portion of the Town's budget for Parks, Open Space and Trails has identified \$1,901,000 for park improvements in 2018, and the budget for professional services under the Planning Department has sufficient funds to cover costs for designing the Two Rivers Road improvements.

3. The Town's adopted and amended capital improvement plan (CIP) includes \$829,000 for Basalt River Park for 2017/2018, of which the Town expended \$366,007 in 2017 and has not spent funds for the Basalt River Park in 2018.

4. The Town issued a Request for Proposals (RFP) for engineering services to design the Two Rivers Road and Basalt River Park Improvements pursuant to the Town of Basalt Procurement Policy and Procedures and the Town received five proposals for the Project.

5. Staff has concluded that Sopris Engineering, LLC is the best firm to perform the services given their prior work on the Basalt River Park and Two Rivers Road and knowledge of the area, and is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the RFP and the Town's procurement policy.

NOW, THEREFORE, BE IT RESOLVED by the Basalt Town Council of Basalt, Colorado, as follows:

Based on the evidence, testimony, exhibits, and comments from the public and Town Staff, the Basalt Town Council hereby:

1. Directs Staff to enter into the Agreement for Professional Services with Sopris Engineering LLC as substantially included in the agenda packet for

- River Park with the stipulation that work is not to start until authorized by the Town Manager;
2. Authorizes the Town Manager to direct Sopris Engineering to complete additional professional design services as outlined in the RFP or the Proposal from Sopris Engineering LLC dated June 28, 2018; and
 3. Directs the Town Manager to submit a 2019 budget for the Council's review that carries over professional fees not expended in the 2018 budget to complete the engineering design work in 2019.


READ AND ADOPTED on October 9, 2018, by a vote of 6 to 1 .

TOWN OF BASALT, COLORADO

By: 

Jacquie R. Whitsitt, Mayor

ATTEST

By: 

Pamela K. Schilling, Clerk



TOWN OF BASALT
101 MIDLAND AVENUE
BASALT, COLORADO 81621
(970) 927- 4701

AGREEMENT FOR PROFESSIONAL SERVICES

Date: _____, 2018 Project Name: Town of Basalt – Two Rivers Road and
Basalt River Park Project

Description: Contract with Sopris Engineering LLC to perform engineering services to design
the Two Rivers Road and Basalt River Park Improvements

Contractor: **Contractor Name.**
Sopris Engineering LLC
Address: 502 Main Street, Suite A3, Carbondale, CO 81623
Ph: 970-704-0311
Fx: 970-704-0313

Project Manager: Name of Project Manager for Contractor: Stephanie Helfenbein

E-Mail: stephanie@sopriseng.com

1. **SCOPE OF WORK:** Basalt requests and authorizes Contractor to perform the following:

The Scope of Work is included in the Proposal from Sopris Engineering LLC included as
Exhibit A.

2. **DESCRIPTION OF PROPERTY:**

Basalt River Park: including areas within the Basalt Community Campus Plat which are not
programed for commercial and not-for profit development and the Basalt River Park Plat and
adjacent and nearby Town Streets.

3. **TIME REQUIREMENTS AND COMPENSATION:**

See Proposal from Sopris Engineering LLC dated June 14, 2018 provided as **Exhibit A.**
Contractor will invoice at the hourly rates shown in Exhibit A not to exceed the fee amounts
shown for each item listed under estimated project costs on page 4 of the Exhibit A without
additional written authorization by the Town Project Manager. The contractor shall obtain
written authorization from the Basalt Planning Director prior to commencing work on each of
the ten items identified in under estimated project costs beginning on page 4 of **Exhibit A.**

Applicable N/A

4. **Authorization to Proceed.** Execution of this Agreement by Basalt will constitute authorization for Contractor to proceed with the Project, unless otherwise provided for in this Agreement.
5. **Billing Rates.** Both parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis in accordance with the standard schedule of billing rates and expenses, and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work.
6. **Direct Expenses.** Contractor's direct expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, and lodging, mail courier services, equipment materials and supplies; (2) Contractor's current standard rate charges for direct use of vehicles, computing systems, word processing, and printing, in accordance with the attached schedule of billing rates and expenses included in **Exhibit A** on page 5.
7. **Standard of Care.** Services performed under this Agreement are to be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by the interpretation of consulting services or by furnishing oral or written reports of the findings made. Contractor services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
8. **Termination.** This Agreement may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Contractor will be paid for all authorized work actually performed up to the termination date. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.
9. **Payment to Contractor.** All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 1/2 percent per month (18% A.P.R.). In the event any sum is not timely paid, Contractor shall be entitled to recovery of all costs of collection, including reasonable attorneys' fees and expenses. Invoices must be approved by the Project Manager. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are assumed to be final and binding upon the

parties as to the amount due, the adequacy of Contractor's performance and the value of the services provided to Basalt.

10. **Applicable Law, Jurisdiction and Venue.** This Agreement is subject to the laws of the State of Colorado, jurisdiction shall be in the District Court of Colorado, and venue in the County of Pitkin, in the event of any legal proceedings arising from the transaction described herein.

11. **Insurance.** Contractor shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect itself adequately from claims made by its employees under applicable Workers' Compensation Act and from claims of bodily injury, death or property damage as may arise from the performance of services under the Agreement. Contractor shall secure and maintain commercial general liability insurance providing minimum coverage of \$1,000,000 per occurrence and \$2,000,000 annual aggregate and shall list the Town as additionally insured. The Contractor shall also carry business automobile insurance with a combined single limit (CSL) in the amount of \$1,000,000. Contractor is not authorized to begin work until Contractor files certification of such insurance coverage with Basalt.

12. **Independent Contractor.** The parties agree that the relationship between Basalt and Contractor is that of an independent contractor. There are no third party beneficiaries to the Agreement.

13. **Indemnity.** Basalt and Contractor each agree, to the extent authorized by law, to indemnify and hold the other harmless including their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses including reasonable attorneys' fees, claimed by third parties to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's breach of contract or negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Basalt and Contractor, they shall be borne by each party in proportion to their respective negligence.

14. **Opinions of Cost.** When included in Contractor's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Contractor's experience and qualifications and represent Contractor's judgment as a professional generally familiar with the industry. However, since Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions or estimates of probable construction cost.

Applicable N/A

- 16. Attorneys' Fees.** In the event of litigation arising from this Agreement the prevailing party shall be awarded its reasonable attorneys' fees and costs.
- 17. Severability.** Should any provision of this Agreement be deemed contrary to law or unenforceable, the balance of the Agreement shall remain in full force and effect.
- 18. Amendment.** This Agreement may be amended only in writing and signed by the parties.
- 19. Additional Services Provision.** Nothing beyond scope of work is authorized and will not be paid without a written and signed Additional Services agreement.
- 20. Copyright.** The Town retains the right to use materials produced. Materials produced are not subject to copyright by contractor.
- 21. Additional Provisions.**

(A) Yancy Nichol is the Principal for the Project and Stephanie Helfenbein is the Project Manager for the Project.

(B) The Basalt Planning Director is the Town of Basalt Project Manager for the project and is the Town's Procurement Officer for this project.

(C) All digital files including CADD work and drawings will be provided to the Town of Basalt.

(D) Where there are conflicts between and paragraphs 1 through 21 of the Town's form contract, the Town's form contract will control.

(E) The work is not to start until directed by the Town Manager in writing.

Town of Basalt	Contractor
By _____ Ryan Mahoney, Town Manager,	By _____ Yancy Nichol, Principal Engineer
Date _____	Date _____

Exhibit A

Proposal for Two Rivers Road and Basalt River Park Engineering Services

Town of Basalt, Colorado



June 14, 2018

Prepared by: Sopris Engineering, LLC

June 14, 2018

Susan Philp
Planning Director
Town of Basalt
101 Midland Avenue
Basalt, CO 81621

RE: Town of Basalt Request for Proposals (RFP) for Engineering Services for Two Rivers Road and Basalt River Park
SE Proposal No. 18102

Mrs. Philp,

Sopris Engineering, LLC (SE) is pleased to submit the following proposal for Engineering Services for the Two Rivers Road and Basalt River Park projects. We have reviewed the RFP and Addendum #1 and fully understand the scope of services, required proposal content and the submittal and selection process. Our firm is multidisciplinary: offering professional civil engineering, consulting, land surveying and GIS implementation and management services to a wide variety of public and private clientele. We understand that at this time, you are seeking only civil engineering services for this project.

Our firm has a proven track record of performing professional work in the Town of Basalt ranging from site development to infrastructure systems for facilities in both the public and private sectors. SE has been very much involved in the previous work associated with this project as well as the design, approval and construction of Rocky Mountain Institute and the Roaring Fork Conservancy and look very much forward to continuing our work on this exciting and important project for the Town of Basalt.

We are confident that our professional capabilities demonstrated on those and other similar projects to this, combined with our long-standing experience in the Town of Basalt and Roaring Fork Valley, makes Sopris Engineering LLC, exceptionally well qualified to provide the requested services for this project.

In moving forward on this project, Stephanie Helfenbein is the Project Manager for this project will be the primary contact on this project

On behalf of Sopris Engineering, I appreciate the opportunity to present this proposal for your consideration and look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or desire additional information.

Sincerely,



Yancy Nichol
Principal Engineer
email: ynichol@sopriseng.com
phone: 970.704.0311

502 Main Street • Suite A3 • Carbondale, CO 81623 • (970) 704-0311 • Fax (970) 704-0313

SOPRIS ENGINEERING • LLC civil consultants

EXPERIENCE AND QUALIFICATIONS

Sopris Engineering LLC (SE) is a locally owned and operated Roaring Fork Valley company providing Consulting, Land Surveying, Civil Engineering and Geographic Information Systems services to individual landowners, corporations and public entities across the state of Colorado. Since incorporation in November 1994, SE has been involved in the development of many large-scale projects in the Roaring Fork and Colorado River valleys, including projects generated by public entities and school districts, as well as private groups and individuals. Principals Yancy Nichol and Mark Beckler each hold more than 20 years of experience in project planning and management. Our staff of 27 employees includes seasoned engineers, technicians, and field surveyors using state-of-the-art software and surveying equipment to produce exacting designs, informative presentations, professional submittal drawings and real confidence on the jobsite.

Key Staff Members

- Principal-Yancy Nichol, PE
- Project Manager-Stephanie Helfenbein

Key Staff Resume

Yancy Nichol, P.E. #28377

Principal

Yancy has a solid working relationship with the Town of Basalt as well as federal, state, and local government agencies in Colorado who have jurisdiction over project approvals. Yancy supervises, coordinates, and manages major development projects utilizing the firm's multi-disciplined workforce. As Principal of Sopris Engineering, Yancy brings over thirty years of engineering experience to each job the firm undertakes. Yancy is responsible for the overall coordination of engineering activities and management of other consultants involved with the projects. Yancy is the Engineer of Record for the work associated with all of the recent projects along this section of Two Rivers Road in Basalt including the Pan and Fork work to create a developable site, Old Pond Park, Rocky Mountain Institute and Roaring Fork Conservancy including the associated work along Two Rivers Road. He also has been working with the developer of the CDC property proving consulting services related to development of the project based upon his extensive knowledge of the project site. Yancy will perform as the Principal in charge and will play an important role in helping and guiding the assigned staff through program implementation as needed.

Education: BS Civil Engineering-University of Wyoming

Registration: Professional Engineer (CO, WY)

Affiliations:

American Society of Civil Engineers (ASCE)

National Fire Protection Association (NFPA)

Email: vnichol@sopriseng.com

Stephanie Helfenbein

Project Manager

Stephanie has been with Sopris Engineering since 2002 working as a Project Manager and most recently being promoted to a Partner of Sopris Engineering. She has been the Project Engineer/Manager involved in the coordination, design, approvals and construction of all of the recent projects along Two Rivers Road in Basalt including the Pan and Fork work to create a developable site, Old Pond Park, Rocky Mountain Institute and Roaring Fork Conservancy including the associated work along Two Rivers Road. She was recently involved in the sketch level design and effort which was done for both Two Rivers Road and the Basalt River Park. She has worked closely with the Town, their consultants and utility companies over the past several years on all of these and other projects and has a long history and strong knowledge base of this area and will be a valuable asset to this project.

Education: BS Civil Engineering-Colorado School of Mines

Email: stephanie@sopriseng.com

EXPERIENCE AND QUALIFICATIONS

- Pan and Fork/Roaring Fork River Restoration-Two Rivers Road, Basalt, Colorado
Engineer of Record: Yancy Nichol, PE (970.704.0311)
Project Manager/Engineer: Stephanie Helfenbein (970.704.0311)
References:

-Larry Thompson, Previous Engineer for Town of Basalt (970.618.5108)

-Robert Krehbiel-Matrix Design Group, Town's Hydrologist (303.226.7818)

SE was involved with this project from its very initial stages coordinating with the Town and Matrix to perform the existing condition survey and river cross sections to allow for Matrix to do their analysis of the project. SE then moved into the design stages of the project coordination with the Town, Matrix and Utility companies to prepare construction drawings to abandon infrastructure, install new infrastructure and re-grade the site to remove it from the 100-year flood plan allowing for future development across the site. SE also prepared cost estimates and bid documents for the project. SE provided construction staking and administration (CA) for the project, also documenting each level of type of fill material which was installed across the project site and coordinating throughout the project with Matrix and the Town regarding the CLOMR/LOMR process. SE provided the Town and Basalt Sanitation District with as built survey of the project.

SE was able to ensure the projects plans and specifications were followed accurately in a timely fashion during the very complicated and tight schedule. The construction of the project began in October of 2013 and was substantially complete at the end of 2015.

Project Budget: SE does not have information related to the Project Budget.

- Rocky Mountain Institute (RMI)-Two Rivers Road, Basalt, Colorado
Engineer of Record: Yancy Nichol, PE (970.704.0311)
Project Engineer/Manager: Stephanie Helfenbein (970.704.0311)
Reference: Michael Kinsley-RMI (970.927.7319)

SE is the Engineer of Record for the recently constructed RMI project located on the west end of the CDC property on the south side of Two Rivers Road. SE worked very closely with our client, design team, Town of Basalt and utility companies throughout the design, approval and construction process, incorporating improvements along Two Rivers Road in compliance with the Two Rivers Road Greenway Master Plan. By utilizing our knowledge of the project area we successfully complete one of most innovative projects in the valley in November of 2015.

Project Budget: SE does not have information related to the Project Budget.

- Roaring Fork Conservancy (River Center)-Two Rivers Road, Basalt, Colorado
Engineer of Record: Yancy Nichol, PE (970.704.0311)
Project Engineer/Manager: Stephanie Helfenbein (970.704.0311)
Reference:
-Boyd Bierbaum-Public Works Director, Town of Basalt (970.618.6281)

SE is the Engineer of Record for the River Center project which is currently wrapping up construction along the south side of Two Rivers Road on the west side of RMI. Just as we did with RMI, we worked very closely with our client, design team, Town of Basalt and utility companies throughout the design, approval and construction process, incorporating improvements along Two Rivers Road in compliance with the Two Rivers Road Greenway Master Plan. Unlike RMI, this project also included coordination and design work associated with Old Pond Park on the west side of the project. The construction of the project began in June 2017 and will be complete in the very near future.

Project Budget: SE does not have information related to the Project Budget.

List of Additional Successfully Completed Projects w/ References:

- Brush Creek/Wood Run Road and Carrige Way/Wood Run Road Roundabouts-Snowmass Village, Colorado
Reference: Anne Martens, Town of Snowmass Village Public Works Director (970.923.5110)
- State Highway 82/Willits Lane Double Left -Basalt, Colorado
References: Devin Drayton, CDOT (970.683.6286)/Tim Belinski, IND Ventures (970.277.1100)

- Willits Lane/East Valley Road Roundabout-Basalt, Colorado
Reference: Anne Martens, Town of Snowmass Village Public Works Director (970.923.5110)
- Willits Underpass-Basalt, Colorado
Reference: Tim Belinski, IND Ventures (970.277.1100)

SCHEDULE FOR COMPLETION

We believe that along with our successful history of working in and with the Town of Basalt and our background knowledge of this project site and adjacent projects, that we have a vast majority of the knowledge and a leg up on historical work for this project completed which that other firms will have to spend a large amount of time to research and understand, and therefore will very easily be able to meet the project schedule. We will ensure that the Key Staff members will be readily available throughout the project, adjusting other project schedules and staff if necessary. Additionally, with our firm size of 30, and our close proximity to the project site, we have the ability to add staff members to the project if needed to support meeting project completion by the end of September 2018.

SCOPE OF SERVICES

SE will utilize all of our in house information, background history and knowledge related to this project, recent knowledge related to development of RMI and the River Center and related Two Rivers Road Construction to provide the scope of services outlined in the RFP. In addition to the scope of services outlined in the RFP, we have included optional fees to perform soil borings along Two Rivers Road in three locations east of RMI up to Midland avenue based upon sub-grade issues we recently encountered during the construction of Two Rivers Road at the River Center so that we can plan ahead and attempt to avoid such an issue with the continued construction of Two Rivers Road.

ESTIMATED PROJECT COSTS

SE will provide the scope of services on a time and material basis for the fees listed below in accordance with the attached rate schedule. These fees would not be exceeded without prior authorization.

- 1) Initial Charette Meeting including travel: **\$1,450**
- 2) Town Board Meetings: **\$750**
 - Assuming 3 hour meeting w/ 1 hour of preparation and travel time
 - Assuming either Yancy Nichol or Stephanie Helfenbein will attend the meeting, not both.
- 3) Two Rivers Road Schematic Engineering Plans: **\$9,000**
 - Assuming 2-3 options for Merino Park and Bus Stop Locations
 - Assuming Coordinating with CDC development
 - Including developing a stormwater development concept
- 4) Two Rivers Road Additional Schematic Plan: **\$1,500**
- 5) Two Rivers Road Revised Plan Based upon Comments: **\$380**
 - Assuming 2 hours of Technician time and 1.5 hours of Project Engineer
- 6) Two Rivers Road Estimated Construction Cost of One Selected Plan: **\$1,300**
- 7) Basalt River Park Schematic Engineering Plans: **\$3,000**
 - Assuming utility coordination
 - Including stormwater drainage development concept
- 8) Basalt River Park Additional Schematic Plan: **\$1,000**

- 9) Basalt River Park Revised Plan Based upon Comments: \$380
 -Assuming 2 hours of Technician time and 1.5 hours of Project Engineer
- 10) Basalt River Park Estimated Construction Cost of One Selected Plan: \$1,000

SCHEDULE OF RATES

Principal Engineer, Principal Surveyor	\$200.00/hr.
Project Manager	\$130.00/hr.
Project Engineer (P.E.), Survey Manager (L.S.)	\$120.00/hr.
Design and/or Field Engineer, Survey Supervisor	\$100.00/hr.
GIS Technician	\$90.00/hr.
Technician, Field Observer, Party Chief	\$90.00/hr.
Technical Typist, Clerical	\$50.00/hr.
Three-man Survey Crew	\$170.00/hr.
Two-man Survey Crew	\$140.00/hr.
Robotic Survey Crew	\$140.00/hr.
GPS Survey Crew	\$150.00/hr.
Courtroom Expert Testimony	\$300.00/hr.
Court and Deposition Preparation	\$195.00/hr
Deposition	\$300.00/hr

Computer Charges

Computer Plots	\$20.00/ea.
Online Research	Additional \$20.00/ hr

Miscellaneous Charges

Photocopies	\$0.15/ea.
Blackline/Blueline prints / small color	\$1.50/ea.
24" x 36" Color prints	\$20.00 ea.
Mylar Sepias	\$30.00/ca.
Vehicle Mileage	\$0.60/mi.
Overnight Delivery (in state)	as charged
Overnight Delivery (out of state)	as charged
Custom Billing Forms	\$20.00/hr

Other Direct Project Expenses

Billed at Our Cost

Travel Expenses: Airfare, lodging, meals, car rental, telephone, parking fees, etc.