

AMENDMENT NUMBER ONE
TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NUMBER ONE (this "Amendment") is hereby entered into by and between Schmueser Gordon Meyer, Inc. ("SGM") and City of Grand Junction ("CLIENT") (or collectively, the "Parties");

WHEREAS, the Parties entered into an Agreement for Professional Services (the "Agreement"), dated March 22, 2022, for the purposes of services as described in the scope of work section of the Agreement; and

NOW THEREFORE, the Parties hereby agree to add terms to the Agreement as follows:

CLIENT shall be named as "Additional Insured" under SGM's Commercial General Liability and Comprehensive Automobile Liability insurance policies. All certificates of insurance are to be submitted on the standard "ACCORD 25-S" form.

The certificate of insurance shall also reference the project South Broadway Roadway Improvement Project RW&PC Culvert Replacement & Sidewalk Design 5129-22-DH.

Except as otherwise set forth herein, all other terms and conditions of the Agreement shall remain in effect. THE PARTIES, HAVING READ THIS AMENDMENT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN.

AGREED:

CLIENT

SCHMUESER GORDON MEYER, INC.

BY: DocuSigned by:
Duane Hoff Jr.
9F789E7E50F748C...

BY: DocuSigned by:
Diana L. Rooney, PE -SGM, Inc.
41EF81F18D77488...

NAME: Duane Hoff Jr.

NAME: Diana L. Rooney, PE -SGM, Inc.

TITLE: Contract Administrator

TITLE: Project Manager

DATE: 10/7/2022

DATE: 10/6/2022

March 22, 2022

City of Grand Junction Department of Public Works
333 West Avenue, Building A
Grand Junction, Colorado 81501

Attention: Mr. Trent Prall, PE

SGM Project # 2021-667.001

Subject: Scope of Services Request
South Broadway Roadway Improvement Project
RW&PC Culvert Replacement & Sidewalk Design

Mr. Prall,

SGM is submitting this proposal to provide civil engineering consulting services for the South Broadway Shoulder Widening Project. This agreement is between the City of Grand Junction and SGM for the culvert extension and sidewalk "bridging" the canal project. Below is the project background and a description of the scope of work we will assist you with.

Project Background

The initial project RFP included scope of work to coordinate with a private developer to incorporate their sidewalk/irrigation project plans into the project documents. This area was shown in yellow in a project location map in the bid documents.

SGM was informed at the kickoff meeting that the private developer was no longer involved and that the City of Grand Junction now held the responsibility to construct the sidewalk/irrigation design. The sidewalk/irrigation design plans provided at the kickoff meeting were of an insufficient design level to facilitate their incorporation into the project set. It was further identified at the kickoff meeting that the project team preferred to replace the culvert in its entirety as part of the project scope of work.

Due to these circumstances, the City of Grand Junction and other project stakeholders requested SGM to develop the design of the sidewalk/irrigation area, and to design a full replacement of the culvert, rather than designing an extension of the existing structure as the developer had proposed. It was also presented that the project wanted to consider replacing the culvert before irrigation season began in April.

Scope of Work

The design change requires the following scope tasks:

1. Design alignment of sidewalk gap over irrigation canal. This included evaluating its relationship to the culvert, Spoon Court, and the existing sidewalk west of the gap.
2. Design culvert replacement. Evaluate for horizontal and vertical location on an accelerated schedule for replacement in February 2022.
3. Coordinate culvert replacement with facility owner, Redlands Water & Power.
4. Conduct QL-A field investigation for all utilities crossing the future culvert location (Test Holes).

SGM worked on an accelerated schedule January through February to conduct the field investigation, design the culvert, and hold meetings with the stakeholders to determine the design was not reasonable to install in a short timeframe.

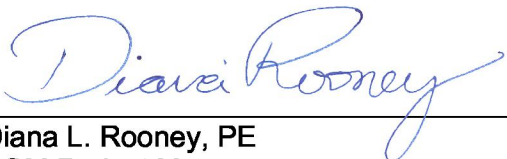
Cost and Schedule

SGM's proposed and incurred budget for these tasks are below: All work would be performed on a time and materials basis, which we would not exceed without prior authorization. We will issue invoices monthly.

	Fee
Task 1: Design Sidewalk Segment	\$ 10,058
Task 2: Design Culvert – Accelerated Schedule	\$ 12,045.75
Task 3: Project Management/Meetings	\$ 3,119.25
Task 4: Field Investigation	\$ 6,758.78
Total	\$ 31,981.78

Thank you for the opportunity to continue building relationships with you through project. Please do not hesitate to call if you have any questions comments.

Respectfully,



 Diana L. Rooney, PE
 SGM Project Manager



AGREEMENT FOR PROFESSIONAL SERVICES

Date: <u>9-12-22</u>	Project Name: <u>South Broadway SWP</u>
Client Name: <u>City of Grand Junction</u>	Description: <u>Culvert and Sidewalk Design</u>
Address: <u>333 West Ave, Bldg A</u>	Contact Person: <u>Trent Prall</u>
City: <u>Grand Junction</u>	Project Manager: <u>Diana Rooney</u>
State & Zip: <u>CO</u>	SGM Project No.: <u>2021-667.001</u>
Phone: _____	
Mailing Address (if other than above): _____	

Client requests and authorizes Schmueser Gordon Meyer, Inc. (SGM) to perform the following services:

Scope of Work: (including assumptions, limitations & exclusions) _____
See attached proposal.

Legal Description of Property: (including owner's name, address & phone) _____
1,700 LF of South Broadway by Tiara Rado by Spoon Ct

Time & Compensation by Client to SGM will be on the basis of: (Time & Materials per current Fee Schedule, Not to Exceed amount, Lump Sum, Per Proposal, etc.)
Per Proposal: Time and materials, not to exceed \$31,981.78

When compensation is on a cost-reimbursable basis, a service charge of **10%** will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to SGM's compensation when invoicing Client.

Other Terms:

Services covered by this Agreement will be performed in accordance with the Provisions stated on the next two (2) pages along with any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement to be effective as of the date first above written.

CLIENT DocuSigned by:
 BY: *Duane Hoff Jr.*
9F789E7250F14BC...
 NAME: Duane Hoff Jr.
(PLEASE PRINT)
 DATE: 9/16/2022

SGM
 BY: *Diana Rooney*
 NAME: Diana Rooney
(PLEASE PRINT)
 DATE: 09/12/22

CLIENT'S REPRESENTATIVE

BY: _____
 NAME: _____
(PLEASE PRINT)
 DATE: _____

Provisions

1. Authorization to Proceed

Execution of this Agreement by Client will be authorization for SGM to proceed with the Project, unless otherwise provided for in this Agreement.

2. 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 and shall be in addition to any budget, bid or maximum price agreement for the above-described Scope of Work. Fee adjustments shall be made accordingly for delays and interruptions not the fault of SGM.

3. Direct Expenses

SGM 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) SGM's current standard rate charges for direct use of SGM's vehicles, computing systems, word processing and printing.

4. Standard of Care

Services performed under this Agreement are performed with 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. SGM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

5. 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, SGM will be paid for all authorized work performed up to the termination date plus any related closeout costs such as copying of

files, blueprints copies, etc.. 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.

6. Payment to SGM

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 1½ percent per month (18.0 % A.P.R.). In the event any sum is not timely paid, SGM shall be entitled to the recovery of all costs of collection, including reasonable attorney's fees and expenses. In addition to any right and remedy conferred hereunder or by law, SGM shall specifically have the right to assert a lien on the property described above. Client agrees that all Statements not objected to in writing within fifteen (15) days of receipt are assumed to be final and binding upon the parties as to the amount due, the adequacy of SGM's performance and the value of the services provided to Client.

7. Venue

This Agreement is subject to the Laws of the State of Colorado, the venue of the County of Mesa shall control any proceedings arising in the transaction described herein.

8. Engineers' Responsibilities

Engineer shall review laws, codes, and regulations applicable to the Engineers' services. The Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Engineer's certification of the amounts due the Engineer shall constitute a representation that to the best of the Engineer's knowledge, information & belief, the quality of the work is in accordance with the contract documents. Engineers may review shopdrawings "for the limited purpose of checking for conformance with information given & the design concept expressed in the Contract Documents." This review will not relieve the Contractor or client from the responsibility for errors or deviations from the Contract requirements. "Contract Documents" include; Advertisement For Bid, Instructions To Bidders, Bid, Agreement, General Conditions, Supplementary General Conditions, Notice of

Award, Notice To Proceed, Change Order, Drawings, Specifications and Addenda.

9. Insurance

SGM 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. CLIENT must obtain its own insurance. SGM will, upon request, file certification of such insurance coverage with CLIENT or authorized representative.

10. Limitation of Liability

The liability of SGM, for any actions, damages, claims, demands, judgments, losses, costs and expenses arising out of or resulting from the negligent acts, errors or omissions of SGM is limited to the proceeds available to SGM. The term 'proceeds available to SGM' means the proceeds of liability and/or errors and omissions insurance available to SGM. The parties understand and agree that SGM is acting as an engineer and not as a contractor hereunder and nothing shall be construed as imposing on SGM any duty or obligation to have authority over Contractor's work, nor shall SGM have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders

applicable to the Contractor furnishing and performing the work.

11. Indemnity

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

12. Opinions of Cost

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



FEE SCHEDULE 2022
HOURLY RATE

PRINCIPAL ENGINEER	\$211.00
SENIOR ENGINEER III	\$194.00
SENIOR ENGINEER II	\$182.00
SENIOR ENGINEER I	\$167.00
ENGINEER IV	\$153.00
ENGINEER III	\$140.00
ENGINEER II	\$119.00
ENGINEER I	\$102.00
SENIOR PROJECT MANAGER	\$152.00
PROJECT MANAGER	\$141.00
PRINCIPAL CONSULTANT	\$211.00
SENIOR CONSULTANT II	\$175.00
SENIOR CONSULTANT I	\$146.00
CONSULTANT III	\$126.00
CONSULTANT II	\$110.00
CONSULTANT I	\$99.00
TECHNICIAN III	\$85.00
TECHNICIAN II	\$72.00
TECHNICIAN I	\$61.00
CLERICAL	\$78.00
SENIOR CADD/GIS	\$141.00
CADD/GIS III	\$121.00
CADD/GIS II	\$110.00
CADD/GIS I	\$90.00
CONSTRUCTION MANAGER	\$133.00
CONSTRUCTION TECHNICIAN II	\$121.00
CONSTRUCTION TECHNICIAN I	\$110.00
SURVEY MANAGER	\$170.00
LAND SURVEYOR	\$140.00
SURVEY PROJECT MANAGER	\$120.00
SURVEY TECHNICIAN	\$100.00
FIELD SURVEY (1-Man Crew)	\$159.00
FIELD SURVEY (2-Man Crew)	\$212.00
SUE FIELD PROJECT MANAGER	\$183.00
SUE FIELD TECHNICIAN	\$127.00
EXPERT TESTIMONY	\$338.00

REIMBURSABLES

<u>Equipment</u>	<u>Rate</u>
Vehicle Mileage	Current IRS Standard Mileage Rate
ATV / Snowmobile	\$125.00/day
UTV	\$250.00/day
Flow Tote	\$125.00/day
<u>Reproduction</u>	
Black & White Plots	\$ 5.50/sheet
Mylar Plots	\$19.00/sheet
Color Plots	\$30.00/sheet
Photocopies	\$ 0.25/page

Miscellaneous

10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month will be charged for invoices past 30 days.**