AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Cty Manager's Signature; SGM Ag

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Engineering services for Shady Island site development

Fiscal Impact:

Submitted by: John Cattles **Submitter's Email Address:** jcattles@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
This amount can be covered in the 2019 adopted budget for Shady Island project. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/4/2019

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

Comments:
ok db 1/22/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/22/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/22/2019

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

Agenda Date: 2/5/2019

Revised April 2015

SGM

AGREEMENT FOR PROFESSIONAL SERVICES

Date: December 26, 2018
Client Name: Gunnison County
Address: 200 E. Virginia Avenue
City: Gunnison
State & Zip: CO 81230
Phone: 970-275-0768
Mailing Address (if other than above):

Project Name: Shady Island River Park
Description: Land Use Change Application
Contact Person: John Cattles
Project Manager: Randy Sackett
SGM Project No.: 2018-544.001

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

Scope of Work: (including assumptions, limitations & exclusions) Support for for meeting submittal requirements for the Infrastructure Elements of a Land Use Change application, including Roadway and Parking (Road System) Plan, Traffic Study, Trail Plan, and Grading and Drainage Plan per proposal dated December 18, 2018 (attached).

Legal Description of Property: (including owner's name, address & phone) Gunnison County Parcel No. 370124000080, 2714 Hwy 135.

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.)
Not to exceed $20,700 per proposal dated December 18, 2018 (attached).

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
BY: [signature]
NAME: MATTHEW BIRNIE
(PLEASE PRINT)
DATE: JANUARY 22, 2019

SGM
BY: Randy W. Sackett Digitally signed by Randy W. Sackett DN: cn=Randy W. Sackett, o=SGM, ou=Gunnison, email=randys@sgm-inc.com, c=US Date: 2018.12.26 10:59:30 -07'00'
NAME: Randy Sackett
(PLEASE PRINT)
DATE: December 26, 2018

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 Gunnison 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.

SGM

FEE SCHEDULE 2018

HOURLY RATE

PRINCIPAL ENGINEER	$188.00
SENIOR ENGINEER II	$161.00
SENIOR ENGINEER I	$146.00
ENGINEER IV	$129.00
ENGINEER III	$117.00
ENGINEER II	$104.00
ENGINEER I	$ 90.00
SENIOR PROJECT MANAGER	$134.00
PROJECT MANAGER	$124.00
PRINCIPAL CONSULTANT	$188.00
SENIOR CONSULTANT II	$150.00
SENIOR CONSULTANT I	$129.00
CONSULTANT III	$112.00
CONSULTANT II	$ 97.00
CONSULTANT I	$ 87.00
TECHNICIAN III	$ 75.00
TECHNICIAN II	$ 64.00
TECHNICIAN I	$ 54.00
CLERICAL	$ 70.00
SENIOR CADD/GIS	$124.00
CADD/GIS III	$107.00
CADD/GIS II	$ 97.00
CADD/GIS I	$ 80.00
CONSTRUCTION MANAGER	$117.00
CONSTRUCTION TECHNICIAN II	$107.00
CONSTRUCTION TEHCNICIAN I	$ 97.00
SURVEY MANAGER	$150.00
LAND SURVEYOR	$125.00
SURVEY PROJECT MANAGER	$105.00
SURVEY TECHNICIAN	$ 90.00
FIELD SURVEY (1-Man Crew)	$150.00
FIELD SURVEY (2-Man Crew)	$200.00
EXPERT TESTIMONY	$338.00

REIMBURSABLES

Equipment	Rate
Vehicle Mileage	$0.545/mile
ATV / Snowmobile	$125.00/day
UTV	$250.00/day
Flow Tote	$125.00/day

Reproduction	
Black & White Plots	$ 5.50/sheet
Mylar Plots	$19.00/sheet
Color Plots	$30.00/sheet
Photocopies	$ 0.25/page

Miscellaneous

Overtime will be charged out at 1½ times hourly rate. 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.