

## SECOND AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

This SECOND AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES (this "Amendment") is made by and between Baseline Engineering Corporation, a Colorado corporation ("Baseline") and City of Craig, a municipality ("Client"), effective as of July 19, 2023 ("Effective Date").

### Recitals

A. Client and Baseline entered into a STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES, dated September 1, 2022 (the "Original Agreement"), under which Baseline performed professional services for Client's Project, as delineated on Exhibit "A" to the Original Agreement.

B. The professional services performed by Baseline for Client were conducted to the satisfaction of the parties, and each desires to amend the Original Agreement to provide for additional professional services, in accordance with the terms and provisions of this Amendment.

NOW THEREFORE, in consideration of the recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Client and Baseline agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined herein, have the meanings ascribed to them in the Original Agreement.

2. Additional Services. Sections A.1, A.2, and A.3 of Attachment A of the Original Agreement (Project and Scope), are deleted in their entirety, and the following is substituted in their place:

A.1 Scope of Services

### Original Scope of Services

#### PROJECT UNDERSTANDING

We understand Design Scoping Review drawings have been submitted to CDOT for a DSR meeting scheduled for September 21, 2022 for North Yampa Ave. Sidewalk Replacement Project from 6th to 9th. Baseline does not anticipate having sub-consultants for the FIR phase of design work. In order to control our fees and time we understand our coordination and meetings will be limited to civil engineering issues and our communication will be limited to City of Craig and occasionally with the CDOT as needed, and the City of Craig will provide proactive coordination and gather information that may be required during the course of this FIR design phase. We understand Client desires a design/build approach and there will be no grading analysis. The limited budget for this phase of work will dictate a simpler drawing set than is normally provided for a CDOT funded project. Cross sections at regular intervals will not be

included and only one typical detail will be provided. Baseline understand this is a sidewalk removal and replacement project and the following will not be required:

- Traffic Study
- Geotechnical Investigation
- Drainage Study
- Subsurface Utility Engineering Plan (SUE)
- ADA ramp replacement
- Temporary or Permanent Easements or ROW

## **SCOPE OF SERVICES**

BASELINE will provide the following professional engineering services:

### **Design Schedule**

We will provide a design schedule indicating progress and project milestone goals through the FIR process.

### **Schematic Design Plans (30% - FIR)**

Baseline will prepare schematic design plans which will include a cover sheet, general notes and legend sheet, typical details and sections, existing conditions and demolition plans and civil site plans. The plans will be prepared to a 30% design level (FIR).

### **Preliminary Engineer's Opinion of Probable Costs**

Baseline will prepare a preliminary engineer's opinion of probable construction costs. The cost estimate will be prepared using CDOT cost codes.

### **Meetings & Coordination**

Baseline will attend the Design Scoping Review and Field Inspection Review (FIR) meetings with City of Craig and CDOT staff. We will attend two project progress meetings with City of Craig staff, one virtually and one on site. We will coordinate with City of Craig staff throughout the FIR phase. We will prepare meeting minutes for the DSR and FIR meeting.

## **Amendment #1 Scope of Services**

Items to be provided by City of Craig

- Survey work including project control points and all survey drawings required by CDOT and any survey work required for the construction phase. Post Construction Survey Monumentation if required.
- Proactive and timely coordination and gathering information to support the project and to keep Baseline's fees low.
- Perform majority of the Bid Phase work including assembling the bid package, advertising the bid, scheduling the Pre-Bid Meeting, preparing the agenda, issuing addenda, reviewing the bids, and collaborating with CDOT on the Award.
- Prepare all documents for the Project Manual except the Project Special Provisions and Standard Special Provisions which will be provided by Baseline.

We understand the following are NOT required for this project:

- ROW and Easement Acquisition
- ROW Plans
- 404 Permit Application
- Utility Clearances

- Air Quality Analysis and Report
- Subconsultants working directly for Baseline
- SUE Plans
- Geotechnical Subsurface Investigation & Report
- Drainage Analysis and Letter/Report

#### Exclusions

- Attendance at Public Information Meetings and public outreach by Baseline
- Full time observation (refer to assumptions detailed in scope of work)
- Pay App Review, Quantity Tracking, and Change Order review/coordination (by City)
- Project management/administration and CDOT forms (by City)
- Meeting Agenda/Minutes (by City)
- Review of non-material submittals – e.g., traffic control plan, construction site management plan, etc. (by City)
- As-builts of improvements other than As Constructed Plan Set
- Coordination with CDOT (by City)
- Construction Materials Geotech Testing (through City)

## FOR Design Phase

### Update Design Schedule

We will update the design schedule to adjust timelines based on progress and project milestone goals.

### Design Development Plans (70% - FOR)

Baseline will prepare design development plans for the FOR design phase. The plans will build off of the FIR plans. We will update the design based on feedback and comments during the FIR review. The plans will be formatted per CDOT standards. The plans will be prepared to approximately 70% design level (FOR). **It should be noted this proposal is being prepared and approved by the City of Craig prior to the December 12, 2022 FIR meeting with CDOT and therefore the outcome of that meeting may require an amendment to the scope or work, fees and schedule listed herein. And also, we assume CDOT and the City of Craig will continue to support the simple formatting for the removal and replacement of sidewalk and the design will NOT include grading, vertical design or cross sections.**

### Project Manual (70% - FOR)

Baseline will prepare the Project Special Provisions and Standard Special Provisions for this project. As indicted above the City of Craig will prepare all the other sections for the project manual to 70% level (FOR) and will be assembled by the City of Craig. Baseline will also confer and support the City of Craig on the Project Manual and we have assumed 22 hours for this work.

### Engineer's Opinion of Probable Costs (FOR)

Baseline will prepare an updated engineer's opinion of probable construction costs. The cost estimate will be prepared using CDOT cost codes.

### Meetings & Coordination

Baseline will attend project meetings with City and CDOT staff. These meetings will include a Final Office Review (FOR) meeting and bi-weekly project progress meetings with City staff. We assume the bi-weekly project meetings will last 45 minutes on average. We will coordinate with City staff throughout this phase. We will prepare meeting minutes for the FOR meeting.

## **PS&E Design Phase and Bid Documents**

### **Update Design Schedule**

We will update the design schedule to adjust timelines based on progress and project milestone goals.

### **Final Design Plans (100% - PS&E)**

Baseline will prepare final design plans for the PS&E design phase. The plans will build off of the FOR plans. We will update the design based on feedback and comments during the FOR review. The plans will be formatted per CDOT standards. The plans will be prepared to 100% design level (PS&E).

### **Project Manual (PS&E)**

Baseline will prepare the final Project Special Provisions and Standard Special Provisions for this project as part of the PS&E design phase. The manual will build off of the FOR project manual. The City of Craig will revise and update all other sections of the Project Manual similar to the FOR phase. The manual will be prepared to 100% design level (PS&E). We have assumed 22 hours for this task.

### **Engineer's Opinion of Probable Costs (PS&E)**

Baseline and our subconsultants will prepare an updated engineer's opinion of probable construction costs. The cost estimate will be prepared using CDOT cost codes.

### **Meetings & Coordination**

Baseline will attend project meetings with City and CDOT staff. These meetings will include a P, S, & E meeting and weekly project progress meetings with City staff. We assume the weekly project meetings will last 45 minutes on average. We will coordinate with City staff throughout this phase. We will prepare meeting minutes for the P, S, & E meeting.

### **Bid Documents**

We will make final updates to the plans, the Project Special Provisions and Standard Special Provisions associated with the project manual, and cost estimate bases on feedback from the P, S, & E review.

## **Bid Phase Support Services**

### **Pre-Bid Meeting**

City of Craig will prepare the pre-bid meeting agenda and coordinate with CDOT and Baseline on the agenda. Baseline will prepare meeting minutes for the pre-bid meeting. We have assumed 8 hours for this work.

### **Prepare Bid Addendum**

City of Craig will prepare answers to bidder's questions and issue via an addendum. Baseline will provide support for technical design related questions. We have assumed four hours for this work.

### **Bid Review and Collaborate on Award**

City of Craig will prepare a bid tabulation and review bids and will meet with the apparent

low bidder and coordinate with Baseline on request to award to CDOT. We have assumed four hours for this work.

### **Meetings and Coordination**

Baseline will coordinate with the Town and CDOT during the bid process. We have assumed four hours for this work.

### **Minor Plan Revisions – “Issued for Construction”**

Baseline will make minor edits to the plans to incorporate the bid addendum clarifications. The plans will be issued for construction. We have assumed 22 hours for this work.

## **Construction Phase Support Services**

### **Construction Phase Services**

City of Craig will provide the daily construction inspection and management during the course of construction including preparation of all CDOT required paperwork and submittals. We will attend one pre-construction meeting. Baseline will provide CADD files to contractor and surveyor for staking purposes, we have assumed 5 hours for this work. Baseline will review material submittals for compliance with construction documents, we have assumed 20 hours for this work. Baseline will respond to RFI's, and we have assumed 20 hours for this work. We assume spending four hours per week on site during construction to conduct periodic construction observation which includes travel time and attending weekly on-site construction coordination meetings We have assumed an eight-week construction duration and construction will be completed in 2023. ~~The City will prepare the agenda and minutes and lead these weekly meetings.~~ We will assist the City and its contractor with interpretation of construction documents. We will attend punch list walk-thru and prepare the initial punch list. We will provide an Improvements Summary letter to the City.

### **As Constructed Plan Set**

We assume that no post construction survey work will be required for this project and that Record Drawings will not be required. The As Constructed Plan Set will be a redline of the Construction Plan set. We assume 16 hours for this work

### **Project Closeout**

City of Craig will lead the project closeout for this project with assistance from Baseline, we have assumed 20 hours for this work.

In accordance with the provisions of Section 1, Baseline agrees to perform the services described below (describe in detail, services not described are not included in the scope of services and not implied by course of conduct or custom in the industry, or otherwise).

## **A.2 Project Schedule**

### **Original Schedule**

We will provide our first draft of the FIR Design Plans and Engineer's Opinion of Probable Cost to the City of Craig for review approximately three weeks after execution of this Contract and receipt of the Existing Conditions Plan. Final FIR Design Plans and Engineer's Opinion of Probable Cost will be provided two weeks after receiving the City of Craig review comments on the first draft.

### **Amendment #1 Schedule**

At this time the FIR meeting is scheduled for December 12, 2022 and the FOR documents are due to CDOT for their distribution by January 27, 2023 for the FOR meeting which is scheduled for February 21, 2023. Baseline will endeavor to work with the City of Craig and CDOT diligently to schedule the milestones and deliveries for the PSE, Bid Phase Support and Construction Phase Support Phases.

### A.3 Deliverables

#### **Original Deliverables**

- Design Schedule
- 30% FIR Design Plans
  - Cover Sheet and Legend
  - Typical Details and Section
  - Existing Conditions and Demo Plan (three sheets)
  - Site Plan (three sheets)
- 30% Engineer's Opinion of Probable Cost

#### **Amendment #1 Deliverables**

- Updated Design Schedule
- Design Plans (FOR, PS&E, & Bid)
- Project Manual (FOR, PS&E, & Bid)
- Engineer's Opinion of Probable Cost (FOR, PS&E, & Bid)
- As Constructed Plan Set
- Construction Improvements Summary letter to the City

#### **Amendment #2 Scope of Services**

The existing Public Works Director with the City of Craig was planning on having a prominent role with project management for the project. He is leaving the City and a new PWD has not been hired yet. It is our understand Shane Baker will be the daily inspector for this project and will need additional help from Baseline for Construction Phase Support including, engineering project management and to assist with identifying and archiving CDOT paperwork in order for the City of Craig to successfully pass CDOT audits and to receive the federal and state reimbursements. It should be noted that Amendment #1 identifies Baseline's efforts for construction support. Amendment 2 offers additional construction support and project QA testing.

Our sub-consultant NWCC will attend construction meetings, when necessary, complete materials testing sections only for the Form 250 when construction is complete, provide engineering and review of field testing and QA testing meeting CDOT requirements for:

- Earthwork Compaction
- Structural and Site Concrete
- Asphalt (if required)

It should be noted that NWCC's effort is based on two trips for earthwork testing, 15 trips for concrete testing and one trip for asphalt testing.

We anticipate Baseline providing assistance to the City of Craig for the following additional work for Amendment #2:

- Assist with Pre-construction coordination, 50 hours
- Set up and maintain a file archiving system, 40 hours
- Additional support during construction, 6 hours/week for 8 weeks, 48 hours
- Coordination with NWCC, 4 hours/week for 8 weeks, 32 hours
- Assist with Project Closeout, 50 hours

### **Amendment #2 Schedule**

Baseline will endeavor to work with the City of Craig and CDOT diligently to make project milestones for Construction Phase Support

### **Amendment #2 Deliverables**

- QA test results
- Form 250-materials section only

3. Compensation. Section C.1 of Attachment C of the Original Agreement (Compensation), is adjusted as follows:

C.1. Payment Provisions: Fees are not to exceed and will be invoices at Time and Materials per the attached rate sheet.

Original Contract Amount:		\$ 9,942
<b>Amendment #1:</b>		
FOR	\$ 17,258	
PSE	\$ 21,741	
Bid Phase Support	\$ 6,856	
Construction Phase Support	<u>\$ 19,601</u>	
<b>Amendment #1 subtotal</b>	<b>\$ 65,456</b>	
<b>Amendment #2</b>		
Additional Construction Phase Support	\$37,532	
QA Testing	\$21,190	
Sub Mark up	<u>\$ 1,060</u>	
<b>Amendment #2 subtotal</b>	<b>\$59,782</b>	
<b>TOTAL NEW CONTRACT AMOUNT:</b>		<b>\$ 135,180</b>

**Note: The level of effort and fees in this contract amendment were adjusted to fit within the City’s budget constraints. If more effort and time are needed during the design phases, then that will reduce the availability of Baseline to provide support during design and construction. In order to maintain the described level of service in this proposal a contract amendment may be required.**

4. Authority. Each party represents to the other party that it has the full right and authority to enter into this Amendment, that each of the persons executing this Amendment are authorized to do so, and that this Amendment constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms.

5. Ratification. Each party acknowledges, confirms and agrees that, as of the Effective Date, neither party has claims against the other, and no party is in default under the terms of the Original Agreement.

6. Full Force and Effect. Except as expressly amended herein, all other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

7. Captions. The captions of this Amendment are for convenience and reference only, and are not a part of this Amendment, and in no way amplify, define, limit or describe the scope or intent of this Amendment, nor in any way affect this Amendment.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimile signatures and/or signatures scanned and emailed shall be treated for all purposes as original signatures.

IN WITNESS WHEREOF, Baseline and Client have executed this Amendment effective as of the Effective Date.

**City of Craig**

**Baseline Engineering Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## Company Standard Billing Rates – 2023

<u>Description/Job Title</u>	<u>2023 Rate</u>	<u>Description/Job Title</u>	<u>2023 Rate</u>
<b>ENGINEERING SERVICES</b>		<b>SURVEYING SERVICES</b>	
Principal	\$240	Senior Survey Manager, PLS	\$195
Division Manager	\$214	Survey Manager, PLS	\$165
Senior Project Manager, PE	\$199	Survey Project Manager	\$140
Project Manager, PE	\$179	Chief Surveyor, PLS	\$130
Project Engineer, PE II	\$158	Land Surveyor	\$110
Project Engineer, PE I	\$140	Survey Technician II	\$80
Project Engineer, EIT	\$130	Survey Technician I	\$65
Staff Engineer/Designer III	\$125	CAD Technician II	\$115
Staff Engineer/Designer II	\$117	CAD Technician I	\$107
Staff Engineer/Designer	\$110	Administrative	\$80
CAD Technician I	\$107	Truck/ATV	\$25
Administrative	\$80	<b>FIELD SERVICES</b>	
<b>PLANNING SERVICES</b>		Survey Crew (2 man)	\$195
Lead Planner, AICP	\$188	Survey Crew (1 man)	\$170
Planning Manager	\$160	Field Inspector II	\$140
Senior Planning Project Manager	\$150	Field Inspector	\$119
Senior Planner	\$132	Truck/ATV	\$25
Principal Planner	\$124	<b>ENVIRONMENTAL SERVICES</b>	
Associate Planner	\$113	Environmental Division Manager	\$205
CAD Technician I	\$107	Senior Consultant	\$190
Planning Technician	\$95	Senior Scientist/Engineer	\$175
<b>LANDSCAPE SERVICES</b>		Senior Project Scientist/Engineer	\$150
Landscape Architect (PLA)	\$137	Project Scientist/Engineer	\$135
Landscape Designer II	\$120	Environmental Staff Engineer II	\$120
Landscape Designer I	\$105	Environmental Staff Engineer I	\$100
<b>OTHER DIRECT COSTS</b>			
Prints	0.40/sf (B/W) 6.25/sf (Color)	Photocopies	0.10-0.20 (B/W) 0.40-0.80 (Color)
Mylar (does not include photo mylar)	2.50/sf	<b>REIMBURSABLES</b>	Cost + 10%

**Notes:**

1. Reproduction required for Consultant's own office work is included in Agreement. Reproduction required for submittals to reviewing agencies, contractors, architect, planner, client, etc. shall be billed at the rates listed above.
2. Communication and local transportation expenses are included in the fees associated with project services, unless otherwise noted in Agreement.
3. Outside services provided by others and charged to Baseline Engineering Corporation shall be billed at the rate of cost plus 10%. These services include technical and/or professional work not specifically included in the Scope of Services provided by Baseline Engineering Corporation.
4. Overtime work directed by Client shall be charged at 1.5 times the standard hourly rates listed above.
5. Mileage and Per Diem when applicable are charged at the current federal GSA rate found at <http://www.gsa.gov/portal/category/21283>
6. A 3% discount is included in the hourly rates above in compliance with Baseline's Standard Form of Agreement for Professional Services as follows: payment to Baseline shall be in the form of a check or Electronic Funds Transfer (contact Baseline for EFT information) payable to Baseline Engineering Corporation. Other payment arrangements must be approved in advance by Baseline and may be subject to forfeiture of the discount and/or additional terms and conditions including, without limitation, a personal guaranty.