



This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** Project No _____

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Project Description: Historic Fox Theatre Walsenburg – Peer Review for Roof Retrofit

Project Location: Walsenburg, CO

Project Understanding: Huerfano County has requested KLJ complete a peer review related to the structural design for the roof retrofit project at the Historic Fox Theatre. KLJ will review the existing design documents and associated change order requests. KLJ also understands that the client may request engineering services stemming from the peer review which can be negotiated at a later date.

Preliminary Schedule:

- Drawing Review and Commentary – 8 Business Days after Notice to Proceed and receipt of all applicable documents.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Project Management*

- A. Project management will include the Owners Representative from KLJ will attend up to one (1) virtual meeting with Huerfano County and the Contractor working on the Fox Theatre.
- B. Project management includes time for coordination of tasks and project invoicing.

A1.02 *Change Order Peer Review*

- A. Phase Description: KLJ shall provide engineering services to review and provide feedback for the following project documents:
 - ~~1. Structural Design Documents for Roof Repair Retrofit Project developed by Form+Works Design Group, LLC (Form+Works). Specifically, the Bid Set Documents issued 8/31/2023 and the associated truss strengthening detail drawings recently submitted to the client for review.~~
 2. Project change Orders #1 and #2. This change order review will compare the proposed changes against the base scope contract documents and provide a recommendation if KLJ concurs with the change order.
- B. Out-of-scope structural services include the following: preparation of sealed structural drawings to address any modifications to the Roof Repair Retrofit Project documents created by Form+Works, structural analysis of the structures, non-destructive testing, assessment/analysis of the existing structures for new conditions, structural retrofit calculations/details, and any additional follow-up assessments beyond this scope of work. Refer to Part 2 – Additional Services for procedures regarding additional structural services.

- C. Deliverables: KLJ shall provide verbal and written feedback in a memo format to the client regarding KLJ's opinion of the state of the design set development versus project contract documents.

A1.03 Assumptions/Clarifications:

- A. It is assumed that KLJ will not be providing any stamped or sealed design documents. Engineering efforts will be limited to peer review and consulting services as described in A1.02.
- B. It is assumed that KLJ's review will be high-level, utilizing engineering judgment, and not include the time associated with completing detailed calculations or re-design for any structural systems. Comments will be limited to visual review of existing documents as described in A1.02.
- C. It is assumed that a structural site visit is not required for the base scope. If required later, it could be added as an additional service. Refer to Part 2 – Additional Services for procedures regarding additional structural services.

PART 2—ADDITIONAL SERVICES

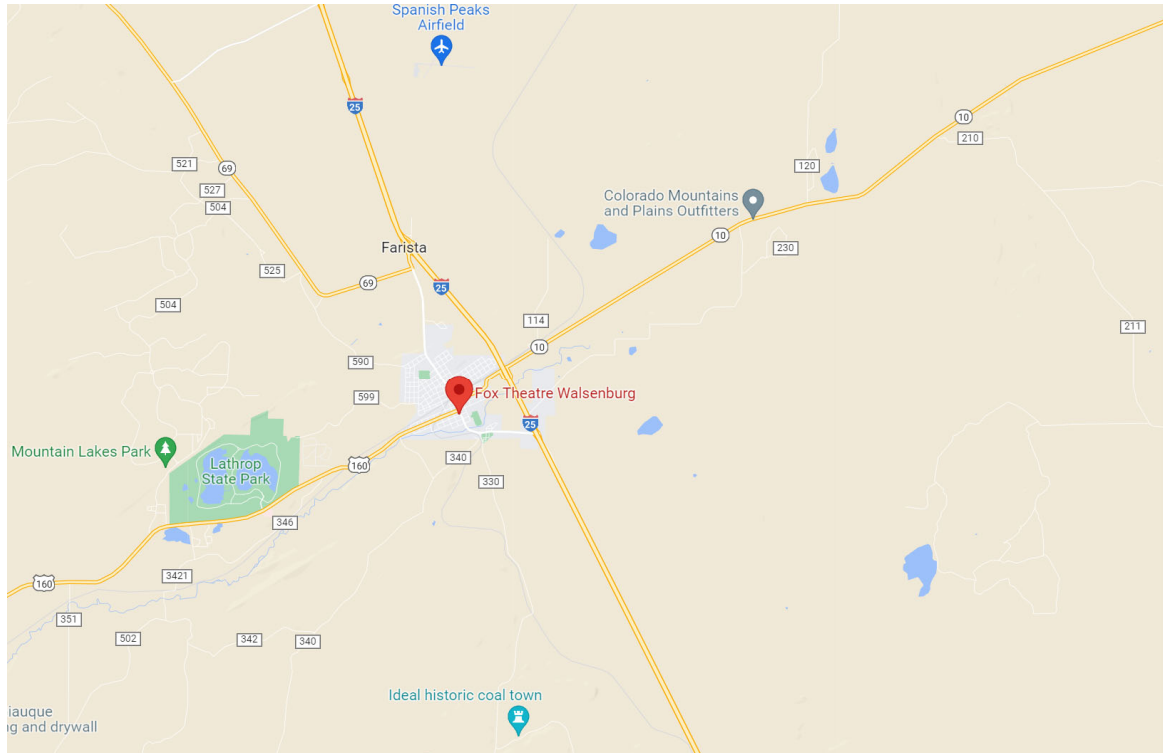
~~A2.01 Site Visit~~

- ~~A. Site visit includes travel time for Drew Anderson from Minneapolis, MN to Walsenburg, CO to review the Fox Theatre site in person. 16 hours of time has been included for travel (8 hours each way). Additionally, up 6 hours of time has been included for review of the site to aid in the reviews as the Owner's Representative.~~

A2.02 Additional Services Requiring an Amendment to Agreement:

- A. Advance Written Authorization Required: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the Agreement to be included as Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the Agreement.
 - 1. Design of improvements other than those specifically identified in this Agreement
 - 2. Design of those improvements outside of the project area defined in Exhibit B.
 - 3. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 - 4. Providing any structural design for improvements to the property outside scope.
 - 5. Architectural, civil, mechanical, fire protection, and electrical consulting services outside scope.
 - 6. Other additional services performed or furnished by Engineer.

PART 3— EXISTING STRUCTURE LOCATION MAP



PART 4—EXISTING TOWER PHOTO

