

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Gardner Water and Sanitation Public Improvement District c/o Huerfano County, hereinafter called "Client," and Meyer & Sams, Inc. d/b/a GMS, Inc., a Colorado corporation, hereinafter called "Engineer," is as follows:

The Client engages Engineer to perform professional services for a project known and described as Gardner Water and Sanitation Public Improvement District, Rules and Regulations modifications, hereinafter called the "Project."

- A. The engineer agrees to provide and perform certain professional services for the Client on the Project as follows: Per the attached Scope of Services.
- B. Period in which services are to be rendered: Review the Rules and Regulations and provide suggested feedback and modifications within 150 calendar days of contract execution.
- C. The client's responsibility shall be as follows: Assist in providing input on desired modifications, review, and provide feedback on the suggested edits.
- D. Client agrees to pay Engineer as compensation for its services as follows: Services to be provided for on a time and materials basis with a not to exceed of \$25,000. The fee shall be due and payable as work progresses based on monthly statements submitted to the Client. The fee does not guarantee that all aspects of the Rules and Regulations will be addressed, but they will be prioritized based on their importance.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, and on the attachment hereto, the day and year first above written.

MEYER & SAMS, INC. d/b/a GMS, INC.  
611 N. Weber Street, Suite 300  
Colorado Springs, CO 80903

HUERFANO COUNTY  
401 Main Street, Suite 201  
Walsenburg, CO 81089

By \_\_\_\_\_

By \_\_\_\_\_

Title Principal

Title County Chairman

STANDARD PROVISIONS OF AGREEMENT  
FOR PROFESSIONAL SERVICES

The Client and Engineer agree that the following provisions shall be a part of their agreement.

1. Neither the Client nor Engineer shall assign its interest in this agreement without the written consent of the other.

2. All agreements on Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late, slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. In the event that any changes are made in the plans and specifications by the Client or persons other than Engineer which affect Engineer's work, any and all liability arising out of such changes is waived as against Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.

4. Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer.

5. All tracings, survey notes and other original documents are instruments of service and shall remain the property of Engineer, except where by law or precedent these documents become public property.

6. Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Engineer, other than for professional errors and omissions, will be limited to \$1,000,000. For any damage on account of any error, omission or other professional negligence, Engineer's liability will be limited to a sum not to exceed \$50,000 or Engineer's fee, whichever is greater.

7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.

8. Interest of 1½% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

10. In the event all or any portion of the work prepared or partially prepared by Engineer is suspended, abandoned, or terminated, the Client shall pay Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

11. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of

construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.

12. In the performance of its professional services, Engineer will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Engineer's proposals, contracts or reports.

13. In the event Client fails to pay Engineer within thirty (30) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of Engineer under this agreement terminated upon five (5) days' written notice. This agreement may be terminated by either Client or Engineer upon thirty (30) days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. In the event of termination of this agreement, Client shall then promptly pay Engineer for all of the fees, charges and services performed by Engineer in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.

14. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.

15. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

16. Services provided within this agreement are for the exclusive use of the Client.

17. There are no understandings or agreements except as herein expressly stated.

## SCOPE OF RULES AND REGULATIONS REVIEW

GMS, Inc. will review the Gardner Water and Sanitation Public Improvement District's existing Rules and Regulations document. The objective is to conduct a comprehensive review of the District's Water and Sanitation Rules and Regulations, focusing on technical accuracy, clarity, and proper grammar. The review will address specific concerns about bulk water usage and account management.

### 1) Technical Review:

- a) Bulk Water Usage: Evaluate the designated uses of bulk water, which is intended for residential purposes. Assess current rules to limit bulk water applications to residential use, prevent its use for other purposes, such as businesses or ranching, and prevent multiple accounts.
- b) Bulk Water Fee Structure: Develop or refine guidelines on how bulk water base rate fees are charged, including how the base rate is calculated and collected for bulk water usage.
- c) Account Management: Review and clarify the regulations on the number of bulk water accounts per household, addressing concerns regarding over-prescription and excessive account issuance. Define guidelines for annual usage per account, ensuring clarity and specificity.
- d) Tap Options: Assess the current tap size options available to customers and determine if they are appropriate (e.g., confirm the use of 5/8" taps).
- e) Eligibility Criteria: Establish clear criteria for when an applicant qualifies for a tap connection, indicating that bulk water access should not be granted if the applicant is eligible for a tap.

### 2) Grammatical Review:

- a) Perform a thorough grammatical check of the entire document to ensure consistency, clarity, and professionalism in language.
- b) Simplify and clarify vague language throughout the document, particularly in sections relating to bulk water account limits and bulk water fee guidelines.

### 3) Recommendations:

- a) Provide a summary of recommended changes or additions to the Rules and Regulations document to address identified technical and grammatical issues.

- b) Offer guidance on improving the clarity and enforceability of the bulk water usage policy, account issuance guidelines, and tap eligibility requirements.

Deliverables:

- A revised version of the District's Water and Sanitation Rules and Regulations document, incorporating all technical and grammatical improvements.
- Provide specific recommendations on bulk water policy adjustments and account management practices.

Timeline:

- The review and revision process is anticipated to take 150 days from the start date, with final deliverables within 30 days after the District / Huerfano County feedback is provided.