

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-139**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO APPROVING
THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH GROUND ENGINEERING CONSULTANTS, INC. FOR MATERIALS TESTING
FOR THE ROADWAY REPAIRS – FLOOD RECOVERY PROJECT**

WHEREAS, the Town of Lyons (“Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town has obtained funding for the Project from both the U.S. Department of Federal Emergency Management Agency (FEMA) under PW 1078 and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) administered by the Boulder County Collaborative under the Intergovernmental Agreement between the Town of Lyons and the City of Longmont (INF-00054); and

WHEREAS, pursuant to Resolution 2020-72, the Town and Ground Engineering Consultants, Inc. (“Contractor”) entered into that certain Professional Services Agreement dated May 4, 2020 (“Original Agreement”) for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **TEN THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$10,475.00)** as part of the Project/Services Name: Materials Testing for Roadway Repairs – Flood Recovery Project (the “Project”); and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, Section 4.1 of the Original Agreement requires that both parties mutually agree in writing to extend the term of the Original Agreement; and

WHEREAS, the Parties desire to enter into an amendment to the Professional Services Agreement in order to add to the scope of work and reallocate the budget, as well as to extend the Term of the Original Agreement to **September 30, 2020** at an increase to the contract price by **SIX THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$6,555.00)** for a new total not-to-exceed amount of **SEVENTEEN THOUSAND THIRTY DOLLARS AND NO CENTS (\$17,030.00)** (“First Amendment”); and

WHEREAS, the Town of Lyons Board of Trustees desires to approve the First Amendment to the Agreement with the Contractor and authorizes the Mayor to execute such First Amendment on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby:

(a) approves the First Amendment to the Professional Services Agreement for the Project in


substantially the form attached hereto as Exhibit 1 for an increase to the contract of SIX THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$6,555.00) at a new total not-to-exceed amount of SEVENTEEN THOUSAND THIRTY DOLLARS AND NO CENTS (\$17,030.00);

- (b) approves the new Agreement Term end date of September 30, 2020;
- (c) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the Professional Services Agreement that does not increase the obligations of the Town;
- (d) authorizes the Mayor or Mayor Pro Tem to execute the First Amendment on behalf of the Town after Contractor has signed the Professional Services Agreement and the Town Clerk to attest such signature; and

Section 3. This resolution shall take effect immediately upon adoption.

ADOPTED this 8th day of SEPTEMBER 2020.

TOWN OF LYONS


Nicholas Angelo, Mayor

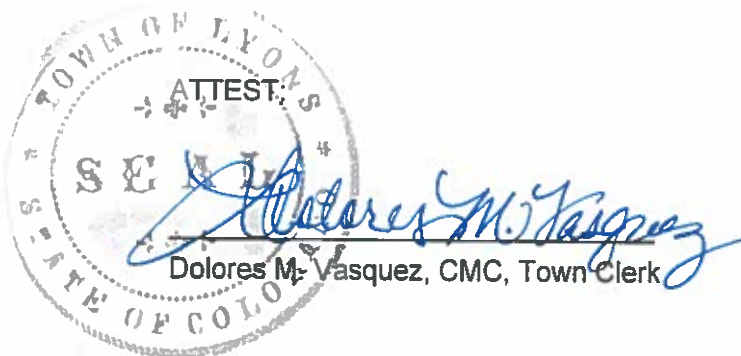


EXHIBIT 1

Ground Engineering – Amendment 1

**Town of Lyons, Colorado
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH GROUND ENGINEERING CONSULTANTS, INC.**

**Project/Services Name: Materials Testing for Roadway Repairs – Flood Recovery Project
Project Number: 20-RDWY-02**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and GROUND ENGINEERING CONSULTANTS, INC. with offices at 2468 East 9th Street, Loveland, CO 80537 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2020-72, the Town and Contractor entered into that certain Professional Services Agreement dated May 4, 2020 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **TEN THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$10,475.00)** as part of the Project/Services Name: Materials Testing for Roadway Repairs – Flood Recovery Project (the "Project"); and

WHEREAS, the Town has obtained funding for the Project from the Federal Emergency Management Agency and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery; and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, Section 4.1 of the Original Agreement requires that both parties mutually agree in writing to extend the term of the Original Agreement; and

WHEREAS, the Parties desire to enter into an amendment to the Professional Services Agreement in order to add to the scope of work and reallocate the budget as described in **Exhibits A and B**, as well as to extend the Term of the Original Agreement to **September 30, 2020** at an increase to the contract price by **SIX THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$6,555.00)** for a new total not-to-exceed amount of **SEVENTEEN THOUSAND THIRTY DOLLARS AND NO CENTS (\$17,030.00)** ("**First Amendment**"),

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Scope of Work.** The Original Agreement is hereby amended by adding the documents that indicate the correct quantities and costs for the Project as set forth specifically in documents titled "**Exhibit A and Exhibit B**", copies of which are attached and incorporated herein by reference.

4. **Contract Sum and Payment.** The second sentence of Section 2.1 of the Original Agreement entitled "Commencement of and Compensation for Services" is hereby amended to read in full as follows:

Compensation to be paid hereunder shall not exceed **SEVENTEEN THOUSAND THIRTY DOLLARS AND NO CENTS (\$17,030.00)** unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

5. **Term.** Section 4.1 of the Agreement, entitled "Term," is hereby amended to read in full as follows:

This Agreement shall be effective on the day of full signature execution and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services that have been completed) or **11:59 P.M. on the 30th day of September, 2020**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.

6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to "Agreement" shall refer to the Original Agreement as amended by this First Amendment.
7. **Conflict.** This First Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this First Amendment and the Original Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Professional Services Agreement, Project: Materials Testing for Roadway Repairs – Flood Recovery Project to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

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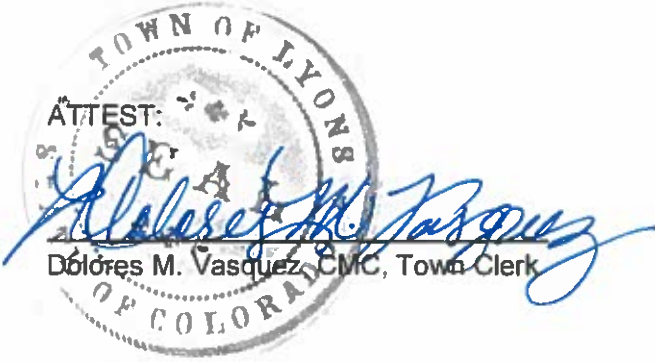
SIGNATURE PAGE FOLLOWS

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by:

By: Nicholas Angelo
Nicholas Angelo, Mayor



GROUND ENGINEERING CONSULTANTS, INC.:

By: Joseph Zorack
Printed name: Joseph Zorack
Its: Project Manager
Date of execution: 9/10/20, 2020

STATE OF Colorado)
COUNTY OF Larimer) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me this 10th day of September, 2020, by Joseph Zorack as Project Manager of GROUND Engineering, a Corporation.

Witness my hand and official seal.
My commission expires: 4/21/2024.

Jasmine Burkes
Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

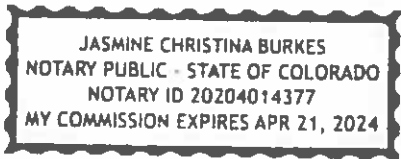


EXHIBIT A

Summary & Scope of Project

This project scope of work generally includes testing services for construction of new curbs and gutters, storm drainage improvements, and asphalt repaving. Town roads will also be upgraded in conformance with Town and County standards, including making the roads wider, adding curbs and gutters, and adding a storm drainage system.

This change will be billed at the current contract rates as scheduled. The over-run was associated with variations in the amount of concrete and asphalt testing (lab and field) scheduled vs. amount of testing estimated. The amount of soil testing was substantially less than estimated and helped compensate the budget. See Exhibit for tabulations.

EXHIBIT B

Professional Fees

The following schedule outlines the Professional Fee for the above scope of work:

Time

Title	Original Contract			Amendment 1		Revised Contract				
	Quantity	Unit	Unit Price	Total	Quantity	Unit	Total			
Soils Technician	72	HR	\$ 55.00	\$ 3,960.00	(64)	HR	\$ (3,520.00)	8	HR	\$ 440.00
Concrete Technician	39	HR	\$ 50.00	\$ 1,950.00	82	HR	\$ 4,100.00	121	HR	\$ 6,050.00
Asphalt Technician	15	HR	\$ 50.00	\$ 750.00	24	HR	\$ 1,200.00	39	HR	\$ 1,950.00
Asphalt Technician - Overtime	-	HR	\$ 65.00	\$ -	3	HR	\$ 195.00	3	HR	\$ 195.00
PM Management/Meetings/Review	7	HR	\$ 105.00	\$ 735.00	20	HR	\$ 2,100.00	27	HR	\$ 2,835.00
Subtotal	133			\$ 7,395.00			\$ 4,075.00			\$ 11,470.00

Laboratory Testing and Unit Billing

Description	Quantity	Unit	Unit Price	Total	Quantity	Unit	Total	Quantity	Unit	Total
Trip Charge	39	Trip	\$ 15.00	\$ 585.00	5	Trip	\$ 75.00	44	Trip	\$ 660.00
Proctor Compaction	3	Test	\$ 110.00	\$ 330.00	-	Test	\$ -	3	Test	\$ 330.00
Gradation	3	Test	\$ 60.00	\$ 180.00	-	Test	\$ -	3	Test	\$ 180.00
Atterberg Limit	3	Test	\$ 65.00	\$ 195.00	-	Test	\$ -	3	Test	\$ 195.00
Concrete Compression Test, Cylinders (each)	65	Test	\$ 14.00	\$ 910.00	80	Test	\$ 1,120.00	145	Test	\$ 2,030.00
AC Content and Extracted Graduation	3	Test	\$ 160.00	\$ 480.00	5	Test	\$ 800.00	8	Test	\$ 1,280.00
Theoretical Maximum Specific Gravity	4	Test	\$ 100.00	\$ 400.00	2	Test	\$ 200.00	6	Test	\$ 600.00
AC Content (Ignition)	-	Test	\$ 95.00	\$ -	3	Test	\$ 285.00	3	Test	\$ 285.00
Subtotal				\$ 3,080.00			\$ 2,480.00			\$ 5,560.00
Total				\$ 10,475.00			\$ 6,555.00			\$ 17,030.00

The fees for the services set forth in the Agreement shall not exceed \$17,030.00

Service Agreement/Proposal Conditions

The scope does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so. The Town will be invoiced for the amount of services actually performed, so actual total cost may be more or less than the amount above. The terms under which our services will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. The referenced "Fee Schedule" and "General Conditions" are included and are part of this contract. Fees for any additional services will be based on our hourly and unit costs in accordance with the "Fee Schedule".

GROUND ENGINEERING

FEE SCHEDULE - CONSTRUCTION SERVICES

MATERIAL TESTING AND SPECIAL INSPECTION

(Time is round trip from office to project site and return)

• Concrete and Asphalt Testing (hourly)	\$50.00
• Soil Testing (hourly)	\$55.00
• Rebar, Masonry, Post Tension, Fiers (hourly)	\$55.00
• Floor Flatness (hourly)	\$75.00
• Wastewater Pipe Inspection (hourly)	\$75.00
• Coring and Concrete Humidity/Moisture (hourly)	\$75.00
• Certified Welding Inspector (CWI) (hourly)	\$80.00
• Certified Building Inspector (hourly)	\$80.00
• Certified Fire Stop Inspector (hourly)	\$95.00

MANAGEMENT AND ENGINEERING

• Project Management-Review /Supervision (hourly)	\$105.00
• Senior Project Engineer/Geologist (hourly)	\$175.00
• Project Engineer/Geologist (hourly)	\$140.00
• Staff Engineer/Geologist (hourly)	\$105.00
• Open Hole (hourly)	\$95.00
• Principal Engineer, Senior Project Manager	Quote
• Overtime (Over 8hrs/day, weekends, after 6pm)	rate + \$15.00
• Trip Charge (covers vehicle and equipment)	\$15.00
• Interest charged after 30 days from invoice date	1.5%

MISCELLANEOUS

(These units are on a project by project basis and will only apply as detailed in the proposal)

• Construction Management, Civil Inspection	Quote	• Mobile Laboratory	Quote
• Quality Management	Quote	• Outside Laboratory Services	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pie Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote		Quote

LABORATORY TESTING

Soil and Aggregate		Concrete	
Proctor Compaction	\$110.00	Concrete Compression Test, Cylinders (each)	\$14.00
Atterberg Limit	\$65.00	Concrete Comp. St. Cylinders (high strength concrete)	\$75.00
Gradation	\$60.00	Compressive Strength-CLSM Cylinders	\$20.00
No. 200 Wash	\$35.00	Concrete Flexural Test, Beams	\$55.00
Gradation and Hydrometer	\$135.00	Maturity Data Logger (each)	\$95.00
Specific Gravity of Fine Aggregate	\$65.00	Moisture Coupons (each)	\$95.00
Natural Density and Moisture Content	\$15.00	Relative Humidity Sensors (ASTMF2170) (each)	\$95.00
*R'-Value	\$350.00	Shotcrete Comp. Str. (per panel)	\$225.00
Soil Cement Proctor	\$150.00	Maturity Meter Strength Correlation	\$3,000.00
Unconfined Comp. Str.-Soil Stab. (per set)	\$250.00	Concrete Mix Trial Blend	\$4,000.00
pH Test	\$50.00	Asphalt	
Water Soluble Sulfates Test	\$50.00	AC Content and Extracted Gradation	\$160.00
Triaxial Permeability	\$375.00	Sp.G.(SSD), Stability, Flow (Marshall) (per test)	\$350.00
Alkali Silica Reactivity (to 28 days)	\$450.00	Specific Gravity (SSD) and Voids (Gyratory) (per test)	\$250.00
Denver Swell	\$75.00	Theoretical Maximum Specific Gravity	\$100.00
Direct Shear	\$500.00	Modified Lottman (TSR)	\$325.00
Sand Equivalent	\$95.00	Ignition Oven Calibration	\$225.00
Relative Density	\$200.00	Specific Gravity (SSD) and Voids (per Core)	\$40.00
Clay Lumps and Friable Particles	\$45.00	Coring-Asphalt (Dia. (in.) X Depth (in.) X No. cores)	\$1.50
Flat or Elongated Particles	\$60.00	Stability (Gyratory)	\$105.00
Sulfate Soundness	\$300.00	Asphalt Moisture Content	\$15.00
Fractured Faces Test	\$60.00	Micro Deval	\$175.00
Los Angeles Abrasion Test	\$150.00	Masonry	
Uncompacted Voids Test	\$95.00	Mortar Compressive Strength	\$20.00
Specific Gravity of Coarse Aggregate	\$95.00	Masonry Prism Comp. Strength	\$95.00
Soil Stabilization Mixture Analysis	\$3,500.00	Grout Compressive Strength	\$30.00
		Compressive Strength CMU/Brick Coupon	\$50.00

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**Town of Lyons Roadway Repairs – Flood Recovery
Lyons, Colorado
GENERAL CONDITIONS**

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the Client. It must be understood that the Consultant's tests, observations, or inspection results do not mean that Consultant is approving any aspect of the design, or the work performed or materials used by the Contractor or any Subcontractors. Client acknowledges that Consultant is not responsible for the contractor's or subcontractor's compliance with regulating agencies, safety, materials, means, methods, techniques, sequences, procedures of construction, nor for contractor's failure to follow recommendations or good construction practices, and that the services provided by the Consultant shall not relieve the contractor of its obligation to perform the Work in accordance with the project plans and specifications, as well as use materials that are in accordance with the plans and specifications.

The observation and testing services outlined herein, or lack thereof, do not relieve the contractor, subcontractors or any other applicable trades of their responsibilities to perform their portion of this project in conformance to the project plans, specifications, and other applicable documents.

Any exploration, testing, specific observations, inspection and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. Client recognizes that conditions on the project site may vary from those encountered during testing and that information generated by Consultant is based solely on the information available to the Consultant at the time and location of such testing. Furthermore, the Client acknowledges that actual testing, observation, or inspection performed is likely on a very small percentage of the overall project and that as such, may not fully reflect the work performed or materials used by Project Contractors or Subcontractors.

The proposed scope of services provided herein does not include engineering review of the project documents in regard to the geotechnical aspects of the project such as foundations, slabs, pavements, drains, walls, etc; nor does the proposed scope of work consist of construction management services relating to acceptance of materials, material types, or placement methodology. It is not the responsibility of the Consultant to accept or reject material placement or material types, nor to alter, amend, or revise project specifications. If required, these services can be provided under a separate scope of work.

RIGHT-OF-ENTRY: Unless otherwise agreed, Client will furnish right-of-entry for Consultant to take the scheduled tests or observations. Consultant will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations are not included in the fee unless otherwise stated, and Consultant cannot be held responsible. Any construction debris or waste generated as a result of the required testing is the responsibility of the Client and their respective Contractor or Subcontractors.

SCHEDULING OF SERVICES: ALL observation and testing requests must be scheduled through our Main Office (970-622-0800) at least 24 hours in advance of each required observation or test. Verbal test results can be provided to the Contractor/Subcontractor and/or any other entities or representatives as designated by the Client as tests are completed, and formal, typed reports can be forwarded once they have been processed and reviewed. Unless specifically scheduled through our main office for a specific test/observation, date, and time, testing or observations may not occur.

The required amount of work for materials testing depends on the Client's, Contractor's, Subcontractor's, or other Entity's scheduling of our services, as well as their production schedule. Having no control over these factors, our proposed scope of work is in general accordance to the attached Fee Schedule.

The proposed scope of work is for periodic testing and observation. It is therefore important that the Client, Contractor, or Subcontractors schedule our field technicians such that: (1) Sufficient tests are conducted to comply with project specifications; and, (2) That such testing occurs at locations that are randomly distributed throughout the materials being tested. The quantity of tests provided for the various elements in the attached sheets are estimates; actual amounts of individual tests and locations are highly dependent on the Contractor's schedule and the scheduling of our field personnel (technicians, CWI, utility inspectors or building inspectors) by the Client, Contractor and/or Subcontractors.

INVOICES: Consultant will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3% cash/check discount. Pricing will be adjusted to remove this discount in the event client prefers to pay by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

REPORTS: Reports, plans and other work products prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports and other documents furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction. Any Contractor or Subcontractor other than the Client who uses any test data or other information provided by Consultant in support of this scope of work must indemnify the Consultant from and against any and all claims resulting from such use.

FINAL LETTERS: Many governing agencies require that the Consultant provide some form of final letter at the completion of a project. Such letters are usually required to state that the project was constructed in compliance or general compliance to certain specifications, plans, or codes. As professional consulting engineers, it is not possible or reasonable to state with certainty that all work completed by others completely complied with any specification, plan, or code, and any interpretation as such is incorrect. The Consultant can only make such statements based on the best of their knowledge, their experience, as well as on the specific periodic testing and/or observations that were performed and for the time they were performed. Any use of the word "inspection" shall be assumed to mean "observation" in any document provided by our office that is in any way connected with this project. Such letters do not constitute any form of warranty, guarantee, or certification, expressed or implied, regardless of the wording used.

It must also be understood that such testing and observation only occur when properly scheduled by the owner, owner's representatives, contractor, or subcontractors, and therefore, it is their responsibility to schedule accordingly and in a manner consistent with the project specifications and the scope of work provided herein.

USE OF ELECTRONIC OR OTHER SUPPLIED DATA: Electronic documents, site plans, or other information provided to Consultant for the subject project may be used in compiling geotechnical, environmental, or construction-related reports for the subject project. It is the responsibility of the Owner or Supplier of such documents to ensure that our use does not violate any copyright or confidentiality that may be pertinent to the supplied information.

LIMITATION OF LIABILITY: Consultant agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality and scope. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability of Consultant or Subconsultant(s) for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to the Consultant's fee for this project.

Any exploration, testing, specific observations and analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. The services we have been retained to provide consist of periodic material testing and/or observations to assist the client, owner, construction manager and design team members with evaluating compliance with project specifications.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing under the same or similar circumstances.

CORPORATE PROTECTION: It must be agreed to by all parties affiliated with this agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any of GROUND's employees, owners, officers, or directors.