RESOLUTION No. 2016-16

AUTHORIZING THE ENGINEERING SERVICES OF BOHANNAN HUSTON FOR WILLOW CREEK FLUME – LETTER OF MAP REVISION (LOMR) AND APPROPRIATING THE NECESSARY FUNDING WITH THE COLORADO WATER CONSERVATION BOARD

WHEREAS, the City has the legal authority to enter into contracts and retain services as required to provide technical and financial assistance as required.

WHEREAS, the City of Creede, a Colorado Town needs to seek funding from the Colorado Water Conservation Board for engineering services for the Willow Creek Flume – Letter of Map Revision (LOMR).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE A COLORADO TOWN, that:

SECTION 1. The Board of Trustees authorizes the agreement with the Colorado Water Conservation Board for the purpose of funding for the Willow Creek Flume Letter of Map Revision (LOMR).

SECTION 2. The Board of Trustees approve the engineering services and attached agreement [Exhibit A] with Bohannan Huston for the, not to exceed, sum of $37,950.

INTRODUCED AND APPROVED by the Board of Trustees this 6th day of December, 2016.

City of Creede

Jeffrey Larson, Mayor — Date: Dec 7, 2016

ATTEST:

Randi Snead, City Clerk — Date: December 7, 2016

Bohannan Huston

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7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

December 2, 2016

Clyde Dooley
City Manager
City of Creede
2223 N. Main Street
Creed, CO 81130

Re: Proposal for Engineering and Survey Services for Willow Creek Flume – Letter of Map Revision (LOMR)

Dear Clyde:

Per our recent conversations, Bohannan Huston, Inc. (BHI) is pleased to offer this proposal to provide engineering services for the Willow Creek Flume – LOMR. The scope of services and associated fees are provided within Exhibit A, attached.

Our total fee for this work is being performed on a time and materials basis, not to exceed $37,950.

If this proposal is acceptable, please sign in the space provided below and in the Standard Form of Agreement. This contract letter, the enclosed Scope of Services and Associated Fees, Standard Form of Agreement, and Fee Schedule constitute the contract. Please return the signed originals to this office and keep a copy for your records.

This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation. Time and materials items will be computed in accordance with the Fee Schedule in effect at the time the services are invoiced. New Mexico Gross Receipts Tax will be added to all invoices.

Should you have any questions, please contact me at 505-823-1000.

Sincerely,

Craig W. Hoover, PE
Senior Vice President
Water Resources

CWH/le
Enclosures

ACCEPTED: City of Creede

BY_____
(Signature)

_____
(Printed Name)

TITLE_____

DATE_____

cc: Loretta Davis, Bohannan Huston, Inc. (w/encls.)
Alandren Etlantus, Bohannan Huston, Inc. (w/encls.)
Annette Fargnoli, Bohannan Huston, Inc. (w/encls.)

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

Resource Conservation Service (NRCS) 2002 study covering the Willow Creek Flume. New hydrology is not included with this proposal.

We will develop a HEC-RAS hydraulic model of the flume covering the length of the flume approximately 5,500 linear feet. The model will be based upon the field survey data with the application of appropriate Manning's n values and input data based on our hydraulic modeling experience and familiarity with the Willow Creek flume.

Based on this hydraulic analysis, we will prepare a LOMR submittal package for review by the Town of Creed and the Colorado Water Conservation Board (CWCB). We will address Town and CWCB comments. The LOMR package will be submitted digitally (online) to FEMA, the Town, and the CWCB. The LOMR submittal will include the required FEMA forms and supporting documents including an engineer stamped topographic work map and revised Flood Insurance Rate Map for the Willow Creek flume. FEMA application fees are not included as they shall be paid directly by others or reimbursed. Under this task we will respond to comments from FEMA and resubmit the LOMR for approval. Only one re-submittal is included; additional re-submittals to FEMA, if required, will be completed on a time and materials basis.

LOMR, Time and Materials Not to Exceed Fee of $20,365.00

TOTAL FEE: $37,950.00

Exclusions/Assumptions

1. This submittal is based on the existing flume conditions and records for the flume. Any additional information, should it be requested by FEMA, including but not limited to a structural assessment, is not included.
2. Once future repairs are made to the flume, depending upon the nature of the repairs, if the base flood elevation in the flume is increased as a result of the repairs the LOMR will need to be updated and refiled with FEMA to reflect the changed conditions post construction (repair).
3. Coordination with the Town of Creede will be via phone and e-mail; meetings in Creede are not included.
4. Presentations to the Board of Trustees are not included.
5. The current FEMA fees for a LOMR based on Channelized flow is $8,000, assuming an online submittal. The fee is $8,250 for a paper submittal. FEMA fees are not included.

BOHANNAN HUSTON, INC.
STANDARD FORM OF AGREEMENT
FOR
PROFESSIONAL SERVICES

CONTRACT NAME: Willow Creek Flume – LOMR

DATE: _____

ARTICLE 1. DEFINITIONS

Bohannan Huston, Inc. (BHI), whose address and telephone is 9785 Maroon Circle, Suite 140, Englewood, CO 80112, 303-799-5103 shall also be referred to as BHI for its subsidiaries. The Client, City of Creede, whose address is 2223 N Main Street, Creed, CO 81130 shall be referred to as Client and shall refer to the party, partnership, corporation, or entity signing this contract.

BHI will furnish labor and/or materials for the property located at: Creede, Colorado ("Property") pursuant to the terms and conditions of this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS

The Client will be invoiced each month for work, which has been accomplished to the date shown on the invoice. Invoices are due and payable upon receipt. Questionable charges or errors on an invoice shall be brought to the attention of BHI within fourteen (14) days of the invoice date, or it is agreed that the charges are correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid in excess of thirty (30) days from the invoice date shall accrue interest at a rate of 1% per month until paid in full. The Client hereby agrees to pay all costs and expenses incurred by BHI including but not limited to reasonable attorney fees in pursuing collection of any sums not paid to BHI pursuant to the terms of this contract. BHI may terminate this contract if payment on any invoice not in dispute is not paid in full within forty five (45) days from the date of the invoice. Fees invoiced are due whether or not the project is constructed. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the services are invoiced. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the Client. Additional provisions are as follows:

A. **Oral or Implied Acceptance of Contract:** This Contract has been forwarded to the Client prior to execution by both parties, and the Client understands that BHI may proceed prior to receipt of executed copy of professional services contract. Client's oral acceptance or authorization to initiate services shall be considered by both parties to constitute acceptance of all terms and conditions of this contract prior to formal execution.
B. **Project Mobilization Fee/Retainer:** BHI may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.
C. **Right to Renegotiate:** BHI reserves the right to renegotiate this contract should project be halted for 30 days or more.
D. **Lien Provisions:** The Client warrants, acknowledges and agrees that it has secured legal rights to the property upon which the project will be built or that such right will be secured within sixty (60) days after signing the contract. The Client further acknowledges and agrees that non-payment of fees owned under this contract may result in a mechanic's lien being placed on the property upon which the project is/will be located, whether or not the design plans or development data have been used in actual construction. This contract constitutes proper notice to Client (if owner and/or original contractor), of Bohannan Huston, Inc.'s right to claim a lien in the event of non-payment in compliance with current state statutes.
E. **Stamp or Release of Documents or Plans Only After Payment:** BHI will not stamp drawings with its professional seal for any phase of this project under the terms of this contract until all invoices billed up to that point in the project have been paid in full. BHI will, if necessary, withhold release of documents or plans until all invoices billed up to that point have been paid in full.

ARTICLE 3. CONTRACT RENEGOTIATION

BHI reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts.

ARTICLE 4. CLAIMS

The Client acknowledges that BHI is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of BHI in the execution or performance of this contract shall be made against BHI and not against such director, officer, or employee individually.

A. **Professional surveying services:** Pursuant to Section 61-23-27.9(D) NMSA 1978, BHI carries professional liability insurance coverage for surveying services in the amount of $2 million dollars per occurrence and $4 million dollars in aggregate.

ARTICLE 5. INFORMATION SUPPLIED BY CLIENT

Client certifies that any Client furnished information supplied to BHI is correct and BHI can rely on this information as being correct as a basis for BHI's work product. Furthermore, BHI will not assume any responsibility or liability for errors or omissions in Client furnished information.

ARTICLE 6. PROPRIETARY INFORMATION

The use of any plans or specifications prepared by BHI shall be restricted to the original site for which they were prepared. Reproduction, reuse, or alternation by any method, in whole or in part, is prohibited unless authorized in writing by BHI. Any unauthorized reproduction, reuse or alteration of documents relieves BHI of any responsibilities or liabilities whatsoever. BHI has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials.

Drawings and specifications as instruments of service are and shall remain the property of BHI whether the project for which they are made is constructed or not. These drawings are not to be used by the Client on other projects, or extensions to this project, except by contract in writing and with appropriate compensation to BHI.

ARTICLE 7. FORCE MAJEURE

Should the services provided as a result of this contract result in construction of facilities, BHI in no way warrants or guarantees the performance of general contractor or subcontractors. BHI assumes no responsibility for the general contractor's or subcontractor's safety program (i.e., means, methods, techniques, sequences. schedules, or compliance with laws, rules, regulations, ordinances, codes, permits, or others).

BHI will not be responsible for delays or defaults in the performance of design services, which are beyond its control.

It is recognized that neither BHI nor the Client has control over the cost of labor, materials, or equipment; over the general contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, BHI cannot and does not guarantee construction cost, nor has any fixed limit of construction cost been established as a condition of this contract.

ARTICLE 8. DESIGN AND CONSTRUCTION RELATED PROVISIONS

A. **Engineer's Construction Phase Responsibilities:** Unless specifically contracted for, BHI shall only answer questions, attend meetings, prepare correspondence, and make revisions to design documents prepared by BHI where such services are directly attributable to changes in construction field conditions. Any other

BOHANNAN HUSTON, INC.
FEE SCHEDULE
NOVEMBER 1, 2016

	HOURLY RATES / LEVEL						
PROFESSIONAL	**1**	**2**	**3**	**4**	**5**	**6**	**7**
Engineer	$95	$110	$130	$150	$170	$210	$235
Surveyor	$95	$110	$130	$150	$170	$210	$235
Photogrammetrist	$95	$105	$125	$145	$165	$205	$235
Programmer/Analyst	$110	$120	$135	$155	$175	$210	$250
Technical Manager Computer, CADD, Spatial Data, Photogrammetric, Multi-Media	$105	$115	$130	$150	$170	$210	$235
Architect / Planner	$90	$100	$115	$130	$145	$175	$205
Technical Analyst Computer Systems, Help Desk Support	$70	$85	$100	$115	$130	$150	$185
Engineering Technician Engineering Designer, CADD Consultants	$70	$75	$80	$90	$100	$115	$135
Construction Observer	$70	$75	$80	$90	$105	$120	$160
Graphics Specialist Multimedia, Animation, Visualization Specialist	$70	$75	$80	$90	$100	$120	$135
Geospatial Analyst Mapping, Photogrammetry, GIS Specialist	$70	$75	$80	$90	$100	$115	$135
Survey Technician Party Chief, Instrument Person, Survey Specialist	$70	$75	$80	$90	$100	$115	$135
Administrative Professional/Manager Marketing Coordinator, Technical Writer, HR Professional, Accountant	$90	$105	$125	$140	$160	$210	$235
Administrative Assistants Clerical, Administrative Assistants	$55	$65	$75	$85	$95	$105	$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding – As invoiced at cost of labor and materials.
Courier / Delivery Service - As invoiced by provider.
Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.
Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus $0.10 per mile.
Per Diem/Travel – Field personnel in accordance with the latest GSA Schedule based on location of service.
Office/Professional staff travel costs, meals and lodging will be billed at cost.
Survey Equipment Charge - $25.00/Hour.
Survey Material Charge - $1.50/Hour.
Expert Witness - Rates shall be $300.00/Hour with a minimum of four hours while in court.
Other Direct Project Expenses - At Cost.
Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.
Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.