



August 15, 2023

Matthew Hart
701 Gothic Rd
Mt. Crested Butte, CO 81225

Re: SCJ Alliance Engagement Letter/Fee Agreement
Wood Creek Lodge Parking Lot Improvements; 23-P00284

Dear Matthew Hart,

We're pleased to present to you this Agreement for Professional Services (or this "Agreement") between Crested Butte Lodging and Property Management, Inc. and SCJ Alliance.

Welcome! We're grateful to have you as an SCJ client. Though we have many clients, every relationship is important to us and we will do our best to serve you. As Project Manager, I'll have primary responsibility for this project, though occasionally, other SCJ personnel and staff will be used to ensure comprehensive and complete service.

The Project. SCJ will perform all services as described in the **Scope of Work** below, for the following project:

- a. **Project Name:** Wood Creek Lodge Parking Lot Improvements (the "Project")
- b. **Project Number:** SCJ# 23-P00284
- c. **Project Location:** Mt. Crested Butte, CO
- d. **Project Timeline:** SCJ will perform its services as expeditiously as is consistent with professional skill and care consistent with the orderly progress of the Project.

Scope of Work. SCJ will perform the services (the "Work") described in Attachment A:

Compensation to SCJ. We will perform the Work for the following compensation:

Budget Summary	Fee Amount	Fee Basis
Phase 01 – Project Management and Preliminary Design	\$ 16,500	T&M
Phase 02 – Construction Documents	\$ 12,500	T&M
Phase 03 – Construction Support and Closeout	\$ TBD	T&M
Phase 98 – Additional Services	\$ TBD	T&M
Phase 99 – Expenses	\$ TBD	T&M
TOTAL ESTIMATED FEE:	\$ <u>29,000</u>	



Time and Materials. When the basis of our compensation is time and materials, you'll pay for the time we spend and expenses we incur in performing the Work, according to the Billing Rate Schedule shown in Attachment B. Expenses for outside consultants, services, or facilities will include a 10% markup.

Lump Sum. When the basis of our compensation is a lump sum, your payments will be based on a percent-complete basis of the Fee Amount for the lump sum Work.

Retainers. We require an advanced fee deposit in the amount of **\$7,250**, due prior to contract signing. This retainer won't be applied to invoices until a timely invoice payment history has been established and won't be fully released until the final project invoice. The retainer application schedule is project specific and will be established by a mutual agreement between you and us.

Billing and Payment: We believe that all our clients make every effort to pay in a timely manner and are confident that you'll do the same. We'll invoice you monthly for Work on the Project during the prior month. Payments are due within 30 days of receiving an invoice. If an invoice isn't paid in full within 30 days of receipt, we'll consider your account delinquent. We prioritize the work of our clients who are current on their invoice payments. If an account becomes delinquent, we may stop work on the project until that account is brought current. Delinquent accounts are subject to an interest rate of 1.5% per month.

Standard of Care: We'll perform the Work consistent with professional skill and care typically provided by professionals currently practicing in the same/similar locality under the same/similar circumstances at the time the Work is performed. SCJ makes no other warranties, express or implied.

Limitation of Liability and Applicable Law: In no event shall SCJ be liable for any indirect, consequential, incidental, lost profits or life expectancy damages arising out of this agreement. This Agreement will be governed by the laws of the state of the Project's location.

Ownership of Work Product: All work product we prepare in connection with the Project ("SCJ's Work Product") are instruments of our service and will remain our sole property, unless agreed otherwise in writing. You may not reuse or modify SCJ's Work Product, without our prior written authorization, which we will not unreasonably withhold. Any unauthorized use of the SCJ's Work Product will be at your sole risk and without liability to SCJ.

Notices: Any written notice provided by one of the parties to the other in connection with this Agreement will be considered properly delivered when: personally delivered, received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to the parties noted on page 1 as SCJ and Client.

Termination: You may terminate this Agreement at any time by giving us fourteen (14) days written notice and paying us for sums due through the date of termination.

Survival and Severability: The terms and conditions of this Agreement extend beyond completion of the Work. If any term or condition of this Agreement is ever held to be unenforceable, all remaining terms and conditions will be in full force and effect.

Modifications: This Agreement represents the entire and integrated Agreement between the parties and supersedes prior written or oral negotiations, representations, or agreements. This Agreement may only be amended or modified by written instrument properly signed by both parties.

Assignment: Neither party may assign all or part of its rights under this Agreement or delegate all or part of its obligations under this Agreement without the express written consent of the other party.



Attachments. The following attachments are part of this Agreement.

- Attachment A: Scope of Work
- Attachment B: Billing Rate Schedule

Respectfully,

SCJ Alliance

Matt Mielke, PE
Project Manager

Execution.

We appreciate the opportunity to help you with this project and look forward to getting started. If our proposed Scope of Work and Agreement for Professional Services are acceptable, please sign below as your formal acceptance of this Agreement and return a copy to us with a retainer in the amount stated above (if applicable).

SCJ:

SCJ Alliance

By: _____

_____ (Print name)

_____ (Title)

_____ (Date)

CLIENT:

Crested Butte Lodging & Property Management, Inc.

By: _____

Matthew L. Hart (Print name)

Asst. Property Manager (Title)

8-18-2023 (Date)

Sign here