



PROFESSIONAL SERVICES CONTRACT MASTER SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”), made this ___ day of January 2023, between the Town of Firestone, a statutory Colorado town, whose address is 9950 Park Avenue, Firestone, CO 80504, hereinafter referred to as “FIRESTONE,” and Leonard Rice Consulting Water Engineers, Inc. (d/b/a LRE Water), an independent contractor, whose address is 1221 Auraria Parkway, Denver, CO 80204, hereinafter referred to as “CONSULTANT,” provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: FIRESTONE retains CONSULTANT, and CONSULTANT agrees to perform the services as described in Schedule A, hereinafter referred to as the “Services”. Schedule A is hereby incorporated by reference and made a part of this Agreement. To the extent that this Agreement and Schedule A conflict, the provisions of this Agreement shall prevail. Additional goods or services beyond those set out in Schedule A, if requested, shall be provided only when authorized in writing by FIRESTONE.

- (a) In addition to the services described in Schedule A, FIRESTONE may prepare, with the assistance of CONSULTANT, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables CONSULTANT must perform; (2) CONSULTANT's budget; (3) FIRESTONE's maximum payment obligation under the subject work order; (4) the completion date for the subject work order; and (5) CONSULTANT's schedule of fees to remain in effect until the identified completion date of the subject work order. Notwithstanding the foregoing, if a work order is a multi-year work order, CONSULTANT may revise its schedule of fees annually. After the work order has been finalized and agreed to by FIRESTONE and CONSULTANT, FIRESTONE may issue a notice to proceed obligating CONSULTANT to begin performance of the subject work order. CONSULTANT shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.

(b) FIRESTONE reserves the right to amend any work order that has been issued under this Contract by altering, reducing, increasing, or eliminating specific tasks and deliverables. If FIRESTONE desires to amend a work order that has been issued, then FIRESTONE shall notify CONSULTANT of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order CONSULTANT shall provide: (1) an estimate of the increase or decrease, if any, to CONSULTANT's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. FIRESTONE may instruct CONSULTANT in the Notice of Change Order to suspend work on any identified task or deliverable affected by a contemplated change, pending FIRESTONE's decision to proceed with the change. When instructed, CONSULTANT shall suspend work on any identified task or deliverable affected by a contemplated change. If it elects to make the change, FIRESTONE shall issue a change order amending the subject work order and providing CONSULTANT with a corresponding Notice to Proceed. CONSULTANT shall not commence work on any change order until it has received the applicable notice to proceed

Section 1.2 Contract Time: CONSULTANT shall commence work upon direction to proceed from FIRESTONE and complete the Services on or before December 31, 2023.

Section 1.3 Independent Contractor: CONSULTANT shall at all times control the means and manner by which CONSULTANT performs the work, subject to FIRESTONE's right to monitor, evaluate and improve such work. CONSULTANT shall at all times be and act as an independent contractor and not as an employee of FIRESTONE.

Section 1.4 Warranty of Consultant: CONSULTANT warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses required by law. All professional services shall be performed timely in accordance with generally accepted professional practices and the level of competency presently maintained by other professionals providing the same general type of work as set forth in Schedule A.

ARTICLE II
CONTRACT PRICE

Section 2.1 Contract Price: In consideration for the completion of the Project by CONSULTANT in accordance with the terms of this Agreement, FIRESTONE shall pay CONSULTANT (check and initial below as applicable):

_____ As described in Schedule A.

_____ As described in Schedule A, but in no event shall the total compensation to CONSULTANT under this Agreement exceed \$ _____.

_____ A fixed sum of \$ _____.

_____ Based upon a time, materials and expenses basis, pursuant to the rate schedule attached hereto as Schedule A, but in no event shall the total compensation to CONSULTANT under this Agreement exceed \$ _____.

_____ On a unit-price basis, in an amount equal to the sum of the unit price set forth in Schedule A for each separately identified item of unit price work, times the quantity of that item, as estimated in Schedule A, but in no event shall the total compensation to CONSULTANT under this Agreement exceed \$ _____.

Section 2.2 Payment: FIRESTONE will make payment due to CONSULTANT for compensation for completed work within thirty (30) days after invoices submitted by CONSULTANT, which invoice(s) may not be submitted more frequently than monthly. Invoices shall indicate the basis upon which payment is requested, such as percentage of the Project completed, or actual time, materials and expenses. FIRESTONE shall submit invoice disputes, if any, to CONSULTANT within thirty (30) days for resolution by mutual consent.

Section 2.3 Expenses: FIRESTONE shall shall not reimburse CONSULTANT for actual cost of administrative expenses associated with this Agreement such as long distance telephone, facsimile transmissions, photocopies, reproduction of exhibits, travel expenses and laboratory fees for Task 3 are included in the budget in Schedule A.

Section 2.4 No Multi-Year Fiscal Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FIRESTONE's obligations under this Agreement are subject to annual appropriation by FIRESTONE's Board of Trustees. Any failure of FIRESTONE's Board of Trustees to annually appropriate adequate monies to finance FIRESTONE's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONSULTANT of any failure to appropriate such adequate monies.

Section 2.5 Appropriation: If this is a contract for the design or construction, or both the design and construction, of a public works project, FIRESTONE has appropriated funds equal to or in excess of the Contract Price.

ARTICLE III **ADMINISTRATION OF THIS AGREEMENT**

Section 3.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONSULTANT agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 3.1 shall survive any inspection, delivery, acceptance or payment by FIRESTONE.

Section 3.2 Oversight: All of the work associated with the Project shall be performed under the direction of Brett Gracely and/or Gregg S. Ten Eyck; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 3.3 Ownership and Use of Documents: (check and initial all that apply)

_____ (a) The following Sections 3.3(a)(1) and (2) are applicable to *design professionals* (architects, engineers, etc.):

(1) The documents prepared by CONSULTANT in connection with the Project and copies thereof furnished to other parties are for use solely with respect to the Project. Such documents are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work under this Agreement without the specific written consent of FIRESTONE and CONSULTANT. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONSULTANT appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONSULTANT.

(2) Notwithstanding the provisions of Section 3.3(a)(1) above, FIRESTONE may utilize any such documents generated in connection with the Project by CONSULTANT for other projects, provided that CONSULTANT is not held liable for future project applications other than the Project described pursuant to this Agreement.

Section 3.4 Insurance:

(a) CONSULTANT shall at its own expense procure a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by

CONSULTANT under this Agreement. Such insurance shall be in addition to the insurance requirements below or otherwise imposed by law.

(b) CONSULTANT shall at its own expense keep in full force and effect during the term of this Agreement and during the term of any extension or amendment of this Agreement, insurance as stated below:

(1) Commercial General Liability Insurance with minimum combined single limits of One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, completed operations, explosion, collapse, and underground hazards.

(2) If professional services (architecture, engineering, design, etc.) are provided, Professional Liability Insurance with limits of One Million Dollars and No Cents (\$1,000,000.00) per claim and One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) aggregate. This policy shall remain in force for the period of design and construction and shall include a discovery period of three years, to commence upon substantial completion of the Project.

(3) Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of CONSULTANT's employees engaged in the performance of work under this Agreement, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, CONSULTANT shall require such subcontractor to provide workers' compensation insurance for its employees.

(4) Comprehensive Automotive Liability Insurance for the duration of this Agreement covering all owned, non-owned, and hired vehicles used in connection with the work performed by or on behalf of CONSULTANT under this Agreement in an amount not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

(c) The insurance policies required by Subsection 3.4(b)(1) shall name FIRESTONE and its employees as additional insureds and shall contain waiver of subrogation provision. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) The General Liability policy required under this Section shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds, and that any insurance carried by FIRESTONE, its officers, or its employees, or carried by or provided through any insurance pool of FIRESTONE, shall be

excess and not contributory insurance to that provided by CONSULTANT. CONSULTANT shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company or companies authorized to do business under the laws of the State of Colorado, subject to the approval of FIRESTONE.

(e) Prior to commencement of work under this Agreement, CONSULTANT shall provide FIRESTONE with certificate(s) of insurance completed by CONSULTANT's insurer(s) as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled until at least thirty (30) days' prior written notice has been given to FIRESTONE. The completed certificate(s) of insurance shall be sent to:

TOWN OF FIRESTONE
9950 Park Avenue
Firestone, CO 80504
Attn: Raelynn Ferrera

(f) CONSULTANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of CONSULTANT's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FIRESTONE may immediately terminate this Agreement, or at its discretion FIRESTONE may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FIRESTONE shall be repaid by CONSULTANT to FIRESTONE upon demand, or FIRESTONE may withhold the cost of the premiums from any monies due to CONSULTANT from FIRESTONE.

Section 3.5 Colorado Governmental Immunity Act: The parties hereto understand and agree that FIRESTONE is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S., as may be amended, or those otherwise available to FIRESTONE, its officers, or its employees.

Section 3.6 Indemnification: CONSULTANT shall indemnify, defend, and hold harmless FIRESTONE and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees which are incurred by Firestone, arising out of or resulting from this Agreement, but only to the extent that any such claim, damage, loss, or expense is caused, or alleged to have been caused, in whole or in part, by any negligent act or omission of CONSULTANT or anyone directly employed by CONSULTANT or anyone for whose acts CONSULTANT is legally liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist

as to any person described in this Section.

In any and all claims against FIRESTONE or any of its employees by any employee of CONSULTANT, any subcontractor of CONSULTANT, anyone directly employed by any of them or anyone for whose act CONSULTANT is legally liable, the indemnification obligation under this Section 3.6 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONSULTANT or any subcontractor under worker's or workman's compensation actions, disability benefit acts, or other employee benefit acts.

Section 3.7 Subcontractor(s): CONSULTANT shall, as soon as practicable after the signing of this Agreement, notify FIRESTONE in writing for FIRESTONE's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor. FIRESTONE may, in its reasonable discretion, reject any proposed subcontractor; in which case CONSULTANT shall either perform such component of the work itself, or secure a subcontractor acceptable to FIRESTONE.

Section 3.8 Termination of Agreement for Convenience: This Agreement may be terminated by either party without cause upon twenty-one (21) days written notice to the other party. In the event of termination, FIRESTONE will pay CONSULTANT for all services satisfactorily performed and for goods provided to date of termination. If payment is otherwise due in a fixed sum, FIRESTONE will pay CONSULTANT for the pro rata value of the completed portion of the Project. If, however, CONSULTANT has substantially or materially breached the standards or terms of this Agreement, FIRESTONE shall have any remedy or right to set off available at law and equity.

Section 3.9 Binding Effect: FIRESTONE and CONSULTANT each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FIRESTONE nor CONSULTANT shall assign or transfer its interest in, or obligation under, this Agreement without the written consent of the other.

Section 3.10 Compliance with Law: CONSULTANT agrees to perform the work in compliance with all applicable federal, state, county and Town laws, ordinances, rules and regulations, including, without limitations, any preference for Colorado labor as may be required pursuant to Article 17, of Title 8 of the Colorado Revised Statutes ("Keep Jobs in Colorado Act") as may be amended.

Section 3.11 Worker Without Authorization:

(a) CONSULTANT certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services and that the CONSULTANT will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

(b) CONSULTANT shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the public contract for services.

CONSULTANT shall affirm as required by C.R.S. § 8-17.5-102 (c) (II), as may be amended, the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

(c) CONSULTANT is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

(d) If CONSULTANT obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, CONSULTANT shall be required to:

(1) Notify the subcontractor and FIRESTONE within three days that the CONSULTANT has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the worker without authorization; except that the CONSULTANT shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

(e) CONSULTANT shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-102 et. seq., as may be amended.

(f) If CONSULTANT violates any of the provisions set forth in this section, FIRESTONE may terminate the Agreement and CONSULTANT shall be liable for all actual and consequential damages incurred by FIRESTONE.

Section 3.12 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or

hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the parties via e-mail or facsimile.

FIRESTONE:

TOWN OF FIRESTONE
9950 Park Avenue
Firestone, Colorado 80504
Attn: Julie Pasillas
Telephone: 303-531-6258
Facsimile:
E-mail:
jpasillas@firestoneco.gov

CONSULTANT:

Leonard Rice Consulting Water
Engineers, Inc.
1221 Auraria Parkway
Denver, CO 80204
Attn: Brett Gracely
Telephone: 303-455-9589
Facsimile: 303-455-0115
E-mail:
Brett.Gracely@LREWater.com
Gregg.TenEyck@LREWater.com

ARTICLE IV
RESPONSIBILITIES OF FIRESTONE

Section 4.1 Project Materials: FIRESTONE shall make available data related to the Service, including design specifications, drawings and other necessary information.

Section 4.2 Access to Property and Records: FIRESTONE shall provide CONSULTANT with access to its property as required and necessary to complete the contract. To the extent required by law, FIRESTONE and CONSULTANT agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* as may be amended. CONSULTANT agrees to hold FIRESTONE harmless from the disclosure of any records that FIRESTONE reasonably believes it is legally required to disclose.

Section 4.3 FIRESTONE's Representative: FIRESTONE shall designate, in writing, a representative who shall have authority to act for FIRESTONE with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FIRESTONE's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

Section 4.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FIRESTONE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this Agreement.

ARTICLE V
MISCELLANEOUS

Section 5.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado. The venue for any litigation shall be in Weld County.

Section 5.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties (a “Change Order”).

(a) Any other provision of this Agreement notwithstanding, for purposes of this Section 6.2, and only for purposes of this Section 6.2, the term “FIRESTONE” shall have the following meaning with respect to the approval and execution of Change Orders.

(1) With respect to any Change Order that results in an increase in the Contract Price of an amount equal to five percent or less of the Contract Price, the department director who has responsibility over the Project may act as "FIRESTONE" with respect to the approval and execution of such Change Order up to and until such time as the total dollar amount of all Change Orders exceeds Ten Thousand Dollars (\$10,000.00), at which time such Change Order shall be subject to approval and execution pursuant to the provisions of Subsection (2) of this Section 6.2(a);

(2) With respect to any Change Order that results in an increase in the Contract Price of an amount greater than five percent (5%) but less than ten percent (10%) of the Contract Price, the FIRESTONE Town Manager may act as "FIRESTONE" with respect to the approval and execution of such Change Order up to and until such time as the total dollar amount of all Change Orders exceeds Fifty Thousand Dollars (\$50,000.00), at which time such Change Order shall be subject to approval and execution pursuant to the provisions of Subsection (3) of this Section 6.2(a);

(3) With respect to any Change Order that results in an increase in the Contract Price of an amount equal to or greater than ten percent (10%) of the Contract Price and further, with respect to any Change Order which results in any increase in the Contract Price when the total dollar amount of all Change Orders exceeds Fifty Thousand Dollars (\$50,000.00), the FIRESTONE Board of Trustees shall act as "FIRESTONE” with respect to the approval and execution of such Change Order.

(b) Nothing within Section 6.2(a) or any subsection thereof shall prevent the FIRESTONE Town Council from acting as "FIRESTONE" with respect to the approval and execution of any Change Order of any amount whatsoever; it is the intent of Section 6.2(a) and the subsections thereof only to authorize the department director who has responsibility for the Project and the FIRESTONE Town Manager, in the absence of FIRESTONE Board of Trustees approval and execution, to approve and execute certain Change Orders under the circumstances detailed above.

(c) Notwithstanding the foregoing, no change in the Contract Price requiring additional compensable services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Agreement, shall be valid, unless FIRESTONE gives CONSULTANT written assurance that the lawful appropriations to cover the costs of the additional services have been made and the appropriations are available prior to the performance of the additional services, or unless such services are covered under a remedy-granting provision in this Agreement.

Section 5.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 5.4 No Third Party Benefit: This Agreement is between FIRESTONE and CONSULTANT and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

Section 5.5 Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

Section 5.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 5.7 Litigation: In that event that either party commences litigation against the other regarding this Agreement the prevailing party shall be entitled to reasonable attorney fees and costs of litigation.

Section 5.8 No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

TOWN OF FIRESTONE

ATTEST:


By: _____
Name: Drew Alan Peterson
Title: Mayor

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

CONSULTANT:

By:  _____
Name: Cortney C. Brand
Title: President/CEO

SCHEDULE A

(Attached to and made a part of the Agreement between the Town of Firestone and Leonard Rice Consulting Water Engineers, Inc. dated _____ January 2023)

LRE Water Project Number 1527TWF02-22:

Program Management: Brett Gracely and Gregg Ten Eyck will work at the direction of Julie Pasillas as members of the Water Team to develop strategies and tactics and to manage and direct projects and initiatives related to water rights, water supply, water delivery and other water projects; to work with other parties as needed; and to evaluate and create other initiatives. The specific tasks Consultant shall perform, include but are not limited to:

Participate in weekly water team meetings.

Review and update as necessary strategies for delivery of C-BT, Windy Gap, NISP, Godding Ditch, Coal Ridge Ditch, Rural Ditch, Lower Boulder Ditch and other sources to Firestone.

Develop strategies for reuse of those water supplies that will be reusable to extinction (Windy Gap, NISP, certain native St. Vrain rights, for example).

Work with the water team to create or update and amend intergovernmental agreements as needed.

Respond to inquiries from other Firestone staff or consultants on water rights, water supply, and storage infrastructure projects.

Continue to evaluate opportunities for other water supplies such as additional NISP water, additional raw water storage facilities or additional senior water rights as they are presented to the Town or as the water team develops strategies.

Budget for 1527TWF02 is **\$180,000.00** to be billed in 12 installments of \$15,000.00 each.

LRE Water Project 1527TWF09 Task 1

Task 1 is for LRE to support Lawrence Custer Grasmick Jones & Donovan, LLP with **Case No. 19CW3236**.

Budget for 1527TWF09 Task 1 is **\$84,000.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 2

Task 2 is for LRE to support counsel and staff in developing a **Substitute Water Supply Plan (SWSP)** based on Case No. 19CW3236.

Budget for 1527TWF09 Task 2 is **\$10,080.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 3

Task 3 is for LRE to continue and to update the **water quality monitoring program**, including collection of water quality samples for laboratory analysis; and to report on laboratory results. Laboratory costs are included in the budget below.

Budget for 1527TWF09 Task 3, which covers both professional fees and laboratory fees, is **\$80,640.00**, to be billed in 12 equal installments of \$6,720.00 each.

LRE Water Project 1527TWF09 Task 4

Task 4 is for LRE to implement the **water rights and water supply accounting system** as needed to support the substitute water supply plan and to support negotiations related to the accounting systems with objectors in Case No. 19CW3236.

Budget for 1527TWF09 Task 4 is **\$40,320.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 5

Task 5 is for LRE to review and evaluate water rights offered to the Town for use in **water dedication agreements** and to assist counsel in developing agreements.

Budget for 1527TWF09 Task 5 is **\$39,200.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 6

Task 6 is for LRE to assist Lawrence Custer Grasmick Jones & Donovan LLP in **development of a water court filing(s)** in 2023.

Budget for 1527TWF09 Task 6 is **\$56,000.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 7

Task 7 is for LRE to conduct preliminary engineering analysis of the historical use of the **Last**

Chance Ditch to develop a strategy and plan to change water rights from irrigation to new uses, including municipal uses.

Budget for 1527TWF09 Task 7 is **\$56,000.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 8

Task 8 is for LRE to conduct preliminary engineering analysis of **Godding Ditch** shares to develop a strategy and plan to change water rights from irrigation to new uses, including municipal uses.

Budget for 1527TWF09 Task 8 is **\$56,000.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 9

Task 9 is for LRE to conduct preliminary engineering analysis of historical use of **New Coal Ridge ditch** shares to develop a strategy and plan to change water rights from irrigation use to new uses, including municipal uses.

Budget for 1527TWF09 Task 9 is **\$56,000.00**, to be billed at the hourly rates attached to this Agreement.

LRE Water Project 1527TWF09 Task 10

Task 10 is for LRE to assist the Town with **St. Vrain Water Authority matters**, including development of Intergovernmental Agreements and attendance at selected Board meetings.

Budget for 1527TWF09 Task 10 is **\$6,300.00**, to be billed in 12 equal installments of \$525.00 each.

Summary

Projects	LRE Water 2023 Budget
General Services	\$ 180,000.00
Task 1: Support Lawrence Custer Grasmick Jones & Donovan, LLP change of water rights Case No. 19CW3236.	\$ 84,000.00
Task 2: Substitute water supply plan support.	\$ 10,080.00
Task 3: Water quality sample collection.	\$ 80,640.00
Task 4: Implement the water rights and water supply accounting system as per decree in 19CW3236 and for SWSP.	\$ 40,320.00
Task 5: Assist with the review and analysis, and negotiations or other efforts related to native water dedication agreements.	\$ 39,200.00
Task 6: Assist Lawrence Custer Grasmick Jones & Donovan LLP in development of a water court filing(s) in 2023.	\$ 56,000.00
Task 7: Preliminary engineering for Last Chance Ditch change of water rights.	\$ 56,000.00
Task 8: Preliminary engineering for Godding Ditch change of water rights.	\$ 56,000.00
Task 9: Conduct preliminary engineering analysis of historical use of New Coal Ridge ditch shares to develop a strategy and plan to change water rights from irrigation use to new uses, including municipal uses.	\$ 56,000.00
Task 10: Assist the Town with matters related to Firestone's membership in the St Vrain Water Authority.	\$ 6,300.00
Total	\$ 664,540.00

LRE WATER 2023 RATE SCHEDULE
Effective December 26, 2022
Hourly Rate

Student Intern.....	\$70 - \$100
Data Processor/Admin Support.....	\$80 - \$140
Technician/IT Support	\$100 - \$150
Staff I Engineer/Hydrologist/Geologist/Scientist	\$110 - \$145
Staff II Engineer/Hydrologist/Geologist/Scientist.....	\$120 - \$165
Staff III Engineer/Hydrologist/Geologist/Scientist.....	\$135 - \$180
Project Engineer/Hydrologist/Geologist/Scientist.....	\$160 - \$190
Senior Project Engineer/Hydrologist/Geologist/Scientist.....	\$170 - \$205
Project Manager	\$180 - \$225
Senior Project Manager.....	\$190 - \$275
Principal, Senior Advisor.....	\$200 - \$275

Expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent (5%) to cover handling and administration. Reimbursable expenses billed at cost include airfare, automobile rental, and other travel or per diem costs including mileage billed at the current IRS rate (rounded up to the nearest \$0.05). Subconsultants to LRE are billed at cost plus 10 percent (10%).

December, 2022