

CHANGE ORDER NO. 3

DATED: September 30, 2020

TO: Leonard Rice Engineering, Inc.

PROJECT: Water Supply Planning

PROJECT NUMBER: P18-267

OWNER: Town of Erie

You are hereby requested to comply with the following changes from the Agreement.

DESCRIPTION OF CHANGES	DECREASE	INCREASE
	<u>Contract Price</u>	<u>Contract Price</u>
Ongoing water rights for Windy Gap		
1 agreement and court case		\$ 25,000.00
2		
3		
4		
5		
	<u>                    </u>	<u>                    </u>
TOTALS	\$ -	\$ 25,000.00

**NET CHANGE TO CONTRACT PRICE:**

Original Contract Price:	<u>\$ 86,700.00</u>
Current Contract Price adjusted by previous Change Order:	<u>\$ 189,233.75</u>
Amount of this Change Order	<u>\$ 25,000.00</u>
New Contract Price, including this Change Order, will be:	<u>\$ 214,233.75</u>

**APPROVALS:**

Public Works Director: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant/Contractor: \_\_\_\_\_

Date: \_\_\_\_\_



September 10, 2020

Todd Fessenden  
645 Holbrook St  
Erie, CO 80516

VIA EMAIL TO: [tfessenden@erieco.gov](mailto:tfessenden@erieco.gov)

**RE: Water Supply Support Contract Amendment**

Dear Mr. Fessenden,

The following scope of services is additional work related to our original July 24, 2018 Consulting Agreement. LRE Water has been providing the Town of Erie (Town) services related to water rights and water supply planning at the North Water Reclamation Facility (NWRf). The scope of services described below has been coordinated the Town staff and the Town's water rights legal team.

**I. SCOPE OF SERVICES**

LRE Water will provide the following ongoing and planned services:

- Continued support to legal counsel in reaching a settlement with objectors which may include additional technical analyses, meeting with objectors to resolve differences, review of proposed settlement language.
- Evaluation of the potential yield of various Windy Gap delivery scenarios and reuse of effluent for irrigation, augmentation of new alluvial wells, and augmentation of exchanges to Vista Ridge.
- Support for Case Nos 19CW3063 and 19CW3064, including updating the current water use accounting forms for NWRf Reservoir with terms and

conditions such as tracking of multiple types of water stored in the reservoir, changes to the calculation of evaporation, etc.

## **II. TIME REQUIRED**

Services are ongoing and will likely continue for the next two to three months. The level of effort required is not precisely defined and the ultimate completion schedule for this agreement amendment may be budget dependent.

## **III. PAYMENT**

**We believe the services described above can be accomplished for \$25,000.**

Invoices are submitted monthly for time and expenses incurred. Terms of payment are net 30 days. Overdue accounts are subject to an interest charge of 1.5 percent per month and services will stop whenever payment is overdue more than 75 days.

Payments for our services, like other professional services, are based on the actual time spent on your behalf and are measured by standard hourly rates in effect at the time the services are performed. For those assigned to your team, those rates currently range from \$200–\$265 for principals; \$100–\$250 for engineers and hydrologists; and \$70–\$130 for data processing, technicians and IT support. Individuals are assigned to a project based on the type of services involved and the experience and expertise of the individual.

Routine expenses such as telephone and copies are included in the rates above. Outside 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 to cover handling and administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs for projects more than 100 miles from the office site. Subconsultants to LRE are billed at cost plus 10 percent.

The scope described under Part I represents our estimate of the services required based on the information provided. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only an estimate of the time and cost of completing the services.

#### **IV. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Town and LRE, the risks have been allocated such that the Town agrees, to the fullest extent permitted by law, to limit the liability of LRE and its officers, employees, and sub-consultants, to the Town and all of the Town's contractors and consultants, for any and all claims, losses, costs, damages of any nature whatsoever; or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of LRE to the Town shall not exceed the total amount of \$100,000 or the total fees billed to this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **V. SPECIAL SERVICES**

Services in addition to those described under Part I will be performed or obtained for the client's account upon request and approval at rates currently in effect. Special services may include, but are not limited to, expert testimony, appearances at public meetings, soil investigations, topographic and land surveys, including establishment of boundaries, well drilling, well and aquifer testing, electric logging, water quality sampling and analysis, preparation of construction drawings and specifications, material testing, data management, environmental permitting, and regulatory compliance.

Acceptance of this proposal and authorization to proceed with the services can be indicated by signing one copy and returning it to us for our files. The terms of this proposal will be honored for a period of 30 days.

We look forward to discussing this proposal with you and if you have any questions or concerns about the services offered in the proposal please call us at 303-455-9589.

Thank you for providing us the opportunity to present this proposal to the Town.

Sincerely,

LRE WATER



R. Gregory Roush, P.E.  
Principal



Dave Colvin, P.G., P.M.P.  
Groundwater Team Leader

For: \_\_\_\_\_  
Contracting Agency

By: \_\_\_\_\_  
Authorized Signature/Title

Date:

RGR/DCC/dcc