

CHANGE ORDER NO. 4

DATED: April 23, 2021

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		\$ 50,000.00
2		
3		
4		
5		
	<u> </u>	<u> </u>
TOTALS	\$ -	\$ 50,000.00

NET CHANGE TO CONTRACT PRICE:

Original Contract Price:	<u>\$ 86,700.00</u>
Current Contract Price adjusted by previous Change Order:	<u>\$ 214,233.75</u>
Amount of this Change Order	<u>\$ 50,000.00</u>
New Contract Price, including this Change Order, will be:	<u>\$ 264,233.75</u>

APPROVALS:

Public Works Director: _____

Date: _____

Consultant/Contractor: _____

Date: _____



April 23, 2021

Todd Fessenden
645 Holbrook St
Erie, CO 80516

VIA EMAIL TO: 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 has been providing ongoing water rights support. We will continue to provide the following services:

- a. Costs for engineering settlement negotiations with District 6 Water Users and Plumb Dailey Ditch Company. (Complete at \$35,000)
- b. Additional 2021 services related to implementing the use of water rights in Case Nos. 19CW3063 and 19CW3064, including;
 - i. Updating the current water use accounting forms for NWRF Reservoir with final proposed accounting in Case Nos. 19CW3063 and 19CW3064 to include:
 - pumping records of NWRF wells,
 - tracking of multiple sources of water to WTP, at NWRF outfall, and stored in NWRF reservoir, including new water right yield from the wells,

- update evaporation calculation method for NWRf reservoir,
 - calculation of augmentation requirements for well pumping,
 - tracking of replacements made for out-of-priority stream depletions,
 - incorporate other terms and conditions in the decrees,
 - and training the Town's water accounting consultant on use of the new form(s).
- ii. Calculation of the 2021 annual return flow factors in Case No. 19CW3064. Each year, annual return flow factors (%) are computed for determining the amount of return flow credits at the NWRf outfall and return flow credits from potable system pipeline transmission system losses. These calculations are based on results from an AWWA Water Audit conducted by the Town annually.
- iii. Drill two monitoring wells along east side of Plumb and Dailey Ditch upon issuance of a non-appealable Decree.
- iv. Assist legal with acquisition of property for HDD wells including subcontracting a land surveyor.
- c. Water Supply Planning: Incorporate final decree terms and conditions into water supply planning model used to estimate the potential yield of the horizontal well project and update results. Use this model, as requested, to evaluate system yield with latest HDD well yield information and assist with infrastructure system design alternatives to maximize flexibility and yield in Town's use of the HDD wells for potable and non-potable uses.

II. TIME REQUIRED

Services are ongoing and will likely continue for the next four to six months. The level of effort required is not precisely defined and the ultimate completion schedule for this agreement amendment is dependent on water rights stipulation negotiations.

III. PAYMENT

We believe the services described above can be accomplished for \$50,000.

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

