

SECOND AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Second Amendment”) is made and entered into as of the 16th day of November, 2023, to be effective as of January 1, 2024 (“Effective Date”) by and between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), whose address is c/o Executive Committee, P.O. Box 3166, Centennial, Colorado 80161, and **WRIGHT WATER ENGINEERS, INC.**, a Colorado corporation (“Consultant”) whose address is 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Authority and Consultant are Parties to that certain Agreement for Professional Engineering Services dated to be effective April 14, 2022 (“Original Agreement”), as amended by a First Amendment dated January 1, 2023 (“First Amendment”) whereby Consultant agreed to assist the Authority in evaluating storm water control measure/best management practice effectiveness to protect water quality in the Cherry Creek Reservoir; and

WHEREAS, the Original Agreement as amended by the First Amendment is hereinafter referred to as the “Agreement”; and

WHEREAS, after being extended from December 31, 2022 by the First Amendment the Services to be performed by Consultant under the Agreement, including all deliverables are to be completed by December 31, 2023 (“Completion Date”); and

WHEREAS, due to circumstances beyond Consultant’s control, including concurrent revisions to the Mile High Flood District’s Volume 3 Criteria Manual, which are directly relevant to the Study and are expected to be completed by the end of December 2023, Consultant is not able to complete performance of the Services by the Completion Date; and

WHEREAS, at its November 16, 2023 meeting, the Authority’s Board of Directors (“Board”) authorized an extension of the Completion Date from December 31, 2023 up to and including June 30, 2024.

NOW, THEREFORE, in consideration of the promises set forth herein, Authority and Consultant agree as follows:

1. **Definitions**. All capitalized terms in this Second Amendment shall have the same meaning as in the Agreement.

2. **Extension of Completion Date.** The date for completing the Services, as specified in the Agreement, is hereby extended from December 31, 2023 to June 30, 2024, but without any increase in Consultant’s compensation.

3. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same document. This Second Amendment may be executed and delivered by facsimile signature, portable document format (PDF), or electronic mail.

4. **Effective Date.** This Second Amendment shall become effective as of the Effective Date set forth above when fully executed by the Parties.

5. **Reaffirmance of Agreement.** Upon the Effective Date, the Agreement shall remain in full force and effect in accordance with its terms and provisions as amended by this Second Amendment. In the event of a conflict between the terms and provisions of this Second Amendment and the Agreement, this Second Amendment shall control.

6. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7. **Severability.** In the event any one or more of the provisions of this Second Amendment shall, for any reason, be held to be invalid or unenforceable, the remaining provisions of this Second Amendment shall be unimpaired and shall remain in full force and effect to be binding upon the Parties hereto.

8. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment in duplicate original as of the date set forth above. This Second Amendment must have the signature of an authorized person of Consultant on both original copies.

**AUTHORITY:
CHERRY CREEK BASIN WATER QUALITY
AUTHORITY**

By: _____
Joshua Rivero, Chair

Attest:

John A. McCarty, Secretary

APPROVED AS TO FORM:

Timothy J. Flynn, Legal Counsel
Cherry Creek Basin Water Quality Authority

**CONSULTANT:
WRIGHT WATER ENGINEERS, INC.**

By _____
Jane Clary, Vice-President/Principal Scientist

FIRST AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“First Amendment”) is made and entered into as of the 16th day of November, 2023, to be effective as of September 30, 2023 (“Effective Date”) by and between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), whose address is c/o Executive Committee, P.O. Box 3166, Centennial, Colorado 80161, and **WRIGHT WATER ENGINEERS, INC.**, a Colorado corporation (“Consultant”) whose address is 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Authority and Consultant are Parties to that certain Agreement for Professional Engineering Services dated to be effective January 1, 2023 (“Agreement”) whereby Consultant agreed to prepare a Companion Master Plan (“Project”) for those portions of the Lone Tree, Windmill, Cottonwood, and Dove Creek watersheds located south of Cherry Creek State Park (“Upper Watersheds”) that are part of a Drainage Master Plan (DMP) update being prepared by Consultant for the Mile High Flood District (“MHFD”) and the Southeast Metro Stormwater Authority (“SEMSWA”); and

WHEREAS, SEMSWA and MHFD have extended the time for completion of the DMP; and

WHEREAS, to enable Authority’s Project to continue in sync with the DMP and SEMSWA’s overall time frame the Authority has determined it is appropriate and Consultant is recommending that the Project completion date be extended from September 30, 2023 to June 30, 2024; and

WHEREAS, extension of the Project completion date will allow for more effective use of the data collected for the DMP and will facilitate its incorporation into the Authority’s Project.

NOW, THEREFORE, in consideration of the promises set forth herein, Authority and Consultant agree as follows:

1. **Definitions.** All capitalized terms in this First Amendment shall have the same meaning as in the Agreement.
2. **Extension of Completion Date.** The date for completing the Services, as specified in the Agreement, is hereby extended from September 30, 2023 to June 30, 2024, but without any increase in Consultant’s compensation.

3. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same document. This First Amendment may be executed and delivered by facsimile signature, portable document format (PDF), or electronic mail.

4. **Effective Date.** This First Amendment shall become effective as of the Effective Date set forth above when fully executed by the Parties.

5. **Reaffirmance of Agreement.** Upon the Effective Date, and the execute of this First Amendment by both Parties, the Agreement shall remain in full force and effect in accordance with its terms and provisions as amended by this First Amendment. In the event of a conflict between the terms and provisions of this First Amendment and the Agreement, this First Amendment shall control.

6. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7. **Severability.** In the event any one or more of the provisions of this First Amendment shall, for any reason, be held to be invalid or unenforceable, the remaining provisions of this First Amendment shall be unimpaired and shall remain in full force and effect and binding upon the Parties hereto.

8. **Governing Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this First Amendment in duplicate original as of the date set forth above. This First Amendment must have the signature of an authorized person of Consultant on both original copies.

**AUTHORITY:
CHERRY CREEK BASIN WATER
QUALITY AUTHORITY**

By: _____
Joshua Rivero, Chair

Attest:

John A. McCarty, Secretary

APPROVED AS TO FORM:

Timothy J. Flynn, Legal Counsel
Cherry Creek Basin Water Quality Authority

**CONSULTANT:
WRIGHT WATER ENGINEERS, INC.**

By _____
Jane Clary, Vice-President/Principal Scientist

FOURTH AMENDMENT
TO
CONSULTANT AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES

THIS FOURTH AMENDMENT TO CONSULTANT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Fourth Amendment”) is made and entered into as of the 16th day of November, 2023, to be effective as of January 1, 2024 (“Effective Date”), between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), whose address is c/o: Executive Committee, P.O. Box 3166, Centennial, Colorado 80161, and **RESPEC COMPANY, LLC.**, a South Dakota limited liability corporation (“Consultant”), whose local address is 720 South Colorado Blvd., Suite 410S, Denver, Colorado 80246. Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Authority and Consultant are Parties to that certain Consultant Agreement for Professional Engineering Services dated September 22, 2021, as amended by a First Amendment dated July 21, 2022, a Second Amendment dated December 1, 2022, and a Third Amendment dated May 18, 2023 (collectively the “Agreement”); and

WHEREAS, the Services to be performed by Consultant under the Agreement, including all deliverables were to be completed and delivered to the Authority no later than December 31, 2023 (“Completion Date”); and

WHEREAS, due to several circumstances beyond Consultant’s control, including but not limited to weather conditions, Colorado Parks and Wildlife staff changes, and other unforeseen matters, Consultant will not be able to complete performance of the Services by December 31, 2023; and

WHEREAS, at its November 16, 2023 meeting, the Authority’s Board of Directors (“Board”) authorized an extension of the Completion Date from December 31, 2023 up to and including June 30, 2024.

NOW, THEREFORE, for and in consideration of the promises herein contained, the Parties agree as follows:

1. **Definitions.** All capitalized terms in this Second Amendment shall have the same meaning as in the Agreement.
2. **Extension of Completion Date.** The date for completing the Services, as specified in the Agreement, is hereby extended from December 31, 2023 to June 30,

2024, but without any increase in Consultant’s compensation.

2. **Counterparts.** This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same document. This Fourth Amendment may be executed and delivered by facsimile signature, portable document format (PDF), or electronic mail.

3. **Effective Date.** This Fourth Amendment shall become effective as of the Effective Date set forth above when fully executed by the Parties.

4. **Reaffirmance of Agreement.** Upon the Effective Date and execution of this Fourth Amendment by all the Parties, the Agreement shall remain in full force and effect in accordance with its terms and provisions as amended by this Fourth Amendment. In the event of a conflict between the terms and provisions of this Fourth Amendment and the Agreement, this Fourth Amendment shall control.

5. **Binding Effect.** This Fourth Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. **Severability.** In the event any one of more of the provisions of this Fourth Amendment shall, for any reason, be held to be invalid or unenforceable, the remaining provisions of this Fourth Amendment shall be unimpaired and shall remain in full force and effect and binding upon the Parties hereto.

7. **Governing Law.** This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the date set forth above.

**CHERRY CREEK BASIN WATER
QUALITY AUTHORITY**, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____
Joshua Rivero, Chair

Attest:

John A. McCarty, Secretary

Approved as to Form

Timothy J. Flynn, General Counsel
Cherry Creek Basin Water Quality Authority

RESPEC COMPANY, LLC, a South Dakota
limited liability company

By: _____
Alan J. Leak, Principal-in-Charge

By execution, signor certifies that he/she is authorized to accept and bind
Consultant to the terms of this Fourth Amendment.

SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR
CHERRY CREEK REACH 1 ALTERNATIVES ANALYSIS
AND
CONCEPTUAL DESIGN

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR CHERRY CREEK REACH 1 ALTERNATIVES ANALYSIS AND CONCEPTUAL DESIGN (“Second Amendment”) is made and entered into as of the 16th day of November, 2023 to be effective as of January 1, 2024 (“Effective Date”) by and between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), whose address is c/o Executive Committee, P.O. Box 3166, Centennial, Colorado 80161, and **MULLER ENGINEERING COMPANY, INC.**, a Colorado corporation (“Consultant”) whose address is 7245 West Alaska Drive, Suite 300, Lakewood, Colorado 80226. Authority and Consultant may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Authority and Consultant are parties to that certain Agreement for Professional Engineering Services for Cherry Creek Reach 1 Alternatives Analysis and Conceptual Design dated April 20, 2023, as amended by a First Amendment dated July 20, 2023 (collectively the “Agreement”); and

WHEREAS, the Phase I Services to be performed by Consultant (i.e. the alternatives analysis) are scheduled to be completed, including all deliverables by December 20, 2023 (“Phase I Completion Date”); and

WHEREAS, due to circumstances beyond Consultant’s control, including but not limited to storm events and other unforeseen matters, Consultant will not able to complete performance of the Phase I Services by the Phase I Completion Date; and

WHEREAS, at its November 16, 2023 meeting, the Authority’s Board of Directors (“Board”) authorized an extension of the Phase I Completion Date from December 20, 2023 up to and including June 30, 2024.

NOW, THEREFORE, in consideration of the promises set forth herein, Authority and Consultant agree as follows:

1. **Definitions.** All capitalized terms in this Second Amendment shall have the same meaning as in the Agreement, unless otherwise defined herein.

2. **Extension of Phase I Completion Date.** The date for completing the Phase I Services, as specified in the Agreement, is hereby extended from December 20, 2023 to June 30, 2024, but without any increase in Consultant’s compensation.

3. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same document. This Second Amendment may be executed and delivered by facsimile signature, portable document format (PDF), or electronic mail.

4. **Effective Date.** This Second Amendment shall become effective as of the Effective Date set forth above when fully executed by the Parties.

5. **Reaffirmance of Agreement.** Upon the Effective Date and execution of this Second Amendment by all the Parties, the Agreement shall remain in full force and effect in accordance with its terms and provisions as amended by this Second Amendment. In the event of a conflict between the terms and provisions of this Second Amendment and the Agreement, this Second Amendment shall control.

6. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7. **Severability.** In the event any one or more of the provisions of this Second Amendment shall, for any reason, be held to be invalid or unenforceable, the remaining provisions of this Second Amendment shall be unimpaired and shall remain in full force and effect and binding upon the Parties hereto.

8. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment in duplicate original as of the date set forth above. This Second Amendment must have the signature of an authorized person of Consultant on both original copies.

**AUTHORITY:
CHERRY CREEK BASIN WATER
QUALITY AUTHORITY**

By: _____
Joshua Rivero, Chair

Attest:

John A. McCarty, Secretary

APPROVED AS TO FORM:

Timothy J. Flynn, Legal Counsel
Cherry Creek Basin Water Quality Authority

**CONSULTANT:
MULLER ENGINEERING COMPANY, INC.**

By: _____
A. Gray Clark, President

Date: _____

November 16, 2023

Board of Directors
Cherry Creek Basin Water Quality Authority
P.O. Box 3166
Centennial, CO 80161

Re: 2024 Letter of Engagement

Dear Board Members:

I am pleased that the Board of Directors (“Board”) of the Cherry Creek Basin Water Quality Authority (the “Client”) desires to continue the retention of Collins Cole Flynn Winn & Ulmer, PLLC, a Colorado professional limited liability company (the “Law Firm”), as the Client’s general counsel for 2024. This letter is intended to outline the terms governing our service to the Client.

1. Scope of Services.

The Law Firm will advise the Client on all Client-related matters referred to the Law Firm by the Client. We will take our direction from the Board of Directors (“Board”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Law Firm. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; or (iii) employees or agents of the Client (collectively, the “Other Persons”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Law Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

2. Designation of Attorneys and Assistants.

I will serve as the Attorney primarily responsible for the legal services rendered to the Client. My billing rate is currently \$415.00 per hour. Other qualified Attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs. A listing of the other attorneys in the firm and their hourly billing rates is attached hereto as Exhibit A. These rates may be updated on or before January 1, 2024 and I will inform the Board of the revised rates at that time.

3. Term.



Our engagement shall continue effective January 1, 2024 upon the Board's approval of this engagement letter and will remain in effect through December 31, 2024, unless terminated by either party, with or without cause, upon 30 days prior written notice to the other party.

4. Compensation.

The Law Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and law clerks at the current rates in effect for the services rendered.

Secretarial and legal assistance services are not routinely billed to the Client, but out-of-the-ordinary use of a secretarial or legal assistance person's time may be billed in the attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The attorney supervises the work product of associate attorneys, paralegals and law clerks.

The Client shall pay for Services within thirty days of the date of the invoice. The Law Firm shall not be obligated to perform any Services if payment of fees is sixty days overdue.

5. Expenses.

Expenses for which the Law Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance.



(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge.

(d) Teleconferencing.

Billed at cost without mark-up.

(e) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(f) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(g) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.



(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g., private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Law Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

6. Potential Conflict of Interest.

I am not aware of any potential conflict of interest that may stem from my ongoing representation of other clients.



7. Communications between Law Firm and Client.

Written and oral communication between the Law Firm and the Client on the Client's matters shall be made using all current forms of technology including mail, courier, email, POTS, VoIP and cellular telephone, and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Law Firm and instruct the Law Firm as to any unacceptable means of communication for Client matters.

8. Cloud Services.

During and/or after termination of our engagement we may use cloud services. Where we do so, or where we use a subcontractor to provide cloud services, we will ensure an appropriate level of security.

9. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Law Firm in the representation of the Client. All expressions made by the Law Firm relative thereto are solely matters of the Law Firm's opinion.

10. Power of Attorney to Execute Documents.

The Client grants to the Law Firm the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and



releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

11. Document Retention/Destruction.

Files created and compiled by the Law Firm for work on Client matters, including correspondence, pleadings, research and any other documents prepared by the Law Firm, will not be retained indefinitely. Law Firm will retain files for sixty days following conclusion of a matter or conclusion of representation, at which time Client may retrieve the file(s), so long as the Client has paid all fees and costs, or the file(s) may be disposed of at the discretion of the Law Firm, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

12. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Law Firm. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

**Collins Cole Flynn Winn & Ulmer, PLLC,
a professional limited liability company**

**Cherry Creek Basin Water Quality
Authority**

A handwritten signature in blue ink, appearing to read "Timothy J. Flynn".

By: Timothy J. Flynn

Joshua Rivero, President



BILLING RATES

Effective 1/2023

Name	2023 Rates
James P. Collins, Partner	\$450
Robert G. Cole, Partner	\$415
Timothy J. Flynn, Partner	\$415
Kathryn G. Winn, Partner	\$400
Allison C. Ulmer, Partner	\$400
Bart W. Miller, Of Counsel	\$315
Peggy Rupp, Paralegal	\$240
Crystal Schott, Paralegal	\$235

TRANSITION SERVICES CONSULTING AGREEMENT

THIS TRANSITION SERVICES CONSULTING AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2023 to be effective as of January 1, 2024, between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), whose address is PO Box 3166, Centennial, Colorado 80161 and **R2R ENGINEERS, INC.**, a Colorado Corporation (“Consultant”), whose address is 5975 S. Quebec Street, Suite 225, Centennial, Colorado 80111, phone number (303)868-5767, Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Consultant, pursuant to prior agreements with the Authority, has served as the Authority’s Pollution Abatement Projects Manager and in that capacity has had general oversight responsibility for the administration, design, and construction of the Authority’s Pollution Abatement Projects; and

WHEREAS, Consultant is withdrawing from the role of the Authority’s Pollution Abatement Project Manager, effective January 1, 2024; and

WHEREAS, the Authority has requested and Consultant is willing to assist the Authority in onboarding a new Pollution Abatement Project Manager, when the new Pollution Abatement Project Manager is selected; and

WHEREAS, such onboarding will assist the new Pollution Abatement Project Manager in becoming familiar with the Authority’s needs and requirements for the management of its Pollution Abatement Projects.

NOW, THEREFORE, for and in consideration of the promises herein contained, the Parties hereto agree as follows:

1. **Manner and Method of Work.** In performing Services as herein after defined, Consultant shall be an independent contractor to the Authority and not an employee or agent of the Authority. Subject to the provisions of Paragraph 3 below, in performing Services hereunder, Consultant shall have full control over the selection of Consultant’s employees, and the manner and method of the provision of Services hereunder. The Authority is concerned only with the results of the Services performed by Consultant and that the same be provided in a timely and complete manner.

2. **Scope of Services.** As more particularly described in Paragraph 5 below, Consultant will provide Services to the Authority’s Technical Manager and new Pollution Abatement Projects Manager each month as needed to assist the new Pollution Abatement Projects Manager in becoming familiar with the budgetary process,

intergovernmental agreements, and other operating aspects of the Authority's Pollution Abatement Projects Program ("Services").

3. **Insurance.** During the Term of this Agreement Consultant shall provide at Consultant's sole cost the following insurance coverages:

a. **Workers' Compensation.** Consultant shall carry Workers' Compensation Insurance to cover liability under the laws of the State of Colorado in connection with the Services performed pursuant to this Agreement, or in the alternative, Consultant, if eligible to do so, Consultant may elect to opt out of the provisions of Articles 40 to 47 of Title VIII, C.R.S., pursuant to the provisions of Section 8-41-202, C.R.S. If such option is taken, Consultant shall provide Authority with a copy of the written form that is filed with the Division of Workers' Compensation in the Colorado Department of Labor and Employment. Unless otherwise agreed in writing, Consultant shall not hire or pay any other person to perform services for the Authority other than Richard G. Borchardt, Consultant's President.

b. **Commercial General Liability Insurance.** Consultant shall carry Commercial General Liability Insurance, in an aggregate amount of not less than One Million Dollars (\$1,000,000.00), which shall include blanket contractual liability coverage.

c. **Automobile Insurance.** Consultant shall carry automobile liability as required by the laws of the State of Colorado

d. **Professional Liability Insurance.** Consultant shall carry Professional Liability Insurance in an aggregate of not less than Five Hundred Thousand Dollars (\$500,000.00).

Prior to commencing any services under this Agreement, Consultant shall provide Authority a certificate of insurance, evidencing the policies required by this paragraph as well as the amounts of coverage for the respective types of coverages required. The required general liability policies shall name Authority as an additional insured for coverage only, with no premium payment obligation. Consultant shall provide certificates of insurance (and renewals thereof) in a form acceptable to the Authority identifying this Agreement and demonstrating that the required coverages have been obtained. Consultant shall not commence any work under this Agreement until all such coverages have been obtained and are in full force and effect. The coverages specified in the certificates of insurance shall not be terminated without providing at least thirty (30) days prior written notice to the Authority. If coverage is reduced for any reason, the Consultant shall immediately notify the Authority in writing of the effective date and the amount of reduction.

4. **Term of this Agreement.** Consultant shall perform Services to the Authority under this Agreement up to and including March 31, 2024. From and after that date, Authority shall have no obligation to pay for and Consultant shall have no

obligation to provide Services to the Authority, unless otherwise agreed in writing by the Parties.

5. **Performance of Services.** Consultant shall devote 130-hours (approximately 10 hours per week through March 31, 2024) for the Performance of Services under this Agreement. Services shall be performed only as and when requested by the Authority's Technical Manager or other authorized representative such as a member of the Authority's Executive Committee. Nothing contained in this Agreement shall prevent Consultant from being involved in other business activities during the Term of this Agreement.

6. **Ownership of Information and Materials.** Consultant shall upon termination of this Agreement, deliver to the Authority all written data, manuals and procedures generated by Consultant in connection with the performance of his duties under this Agreement. All such data and documents arising from the performance of this Agreement shall at all times be considered the property of the Authority. Notwithstanding the foregoing, Consultant may retain a copy of all printed material, electronic or other documents prepared under this Agreement.

7. **Compensation.** For the performance of the Services set forth herein, the Authority shall compensate Consultant at the rate of \$210 per hour. Consultant shall provide an invoice each month for the Services completed during the preceding month. Each invoice shall be submitted no later than the tenth day of the month following the month these Services were performed. Each invoice shall be submitted only for those Services actually performed during the period for which the invoice is submitted. Consultant shall submit with each invoice such supporting documentation as Authority may reasonably request. Unless Consultant has not properly performed the Services, invoices will be paid within thirty (30) to forty-five (45) days after receipt. Authority shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. Authority may delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to Services covered in the invoice, or resolve a dispute with Consultant regarding an invoice.

8. **Term and Termination.** Unless sooner terminated pursuant to the provisions hereof, this Agreement shall remain in effect until March 31, 2024. The Authority may terminate this Agreement at any time and for any reason, or no reason, by giving Consultant at least ten (10) days advance written notice.

Consultant may terminate this Agreement at any time and for any reason, or no reason, upon thirty (30) days advance written notice to Authority. If Consultant terminates the Agreement, Consultant shall be paid for Services performed to the date of termination.

9. **Option to Extend.** At the option of the Authority and with the consent of Consultant, this Agreement may be renewed for a term of an additional three (3) months, or such longer period of time as the Parties may agree.

10. **Licenses.** Consultant shall, at Consultant's expense, obtain and maintain such licenses, if any, as may be required by law to perform the Services required under this Agreement.

11. **Amendment.** This Agreement is subject to amendment only by the written consent of the Parties, and such amendment shall be effective as of the date the amendment is executed by the Parties, or such other date as the Parties shall designate. Any amendment shall be approved by the Authority with the same formality as the original execution of this Agreement. No action taken or statement made by any employee or agent of the Authority shall serve to amend this Agreement unless approved or ratified by the Board of Directors of the Authority at a regular or special meeting.

12. **Compliance With Law.** In performing this Agreement, Consultant shall comply with all applicable laws, rules and regulations including, but not limited to all federal, state and local laws.

13. **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof to any given circumstance, shall not affect the validity of the remainder of this Agreement.

14. **Waiver.** No waiver by any of the Parties to this Agreement of any covenant, term, condition or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition or agreement, nor shall the waiver of any breach thereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Assignment.** This Agreement is personal to Consultant, and Consultant shall not have the right, power or authority to assign this Agreement or any portion hereof, or to delegate any duties or obligations arising hereunder either voluntarily, involuntarily or by operation of law, without the prior written approval of the Consultant.

17. **Integration.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, if any, between the Parties relating to the subject matter hereof.

18. **Reports.** The Authority may, from time to time, request brief written or oral progress reports concerning the course of the performance of this contract by Consultant, which reports if oral, may be presented to Authority at a regular or special meeting of the Board of Directors.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day of _____, 2023, to be effective as of the Effective Date set forth above.

**CHERRY CREEK BASIN WATER
QUALITY AUTHORITY**, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____
Joshua Rivero, Chair

Attest:

John A. McCarty, Secretary/Treasurer

Approved as to Form:

Timothy J. Flynn, General Counsel
Cherry Creek Basin Water Quality Authority

This Agreement is Accepted By:
CONSULTANT:
R2R ENGINEERS, INC., a Colorado
corporation

By: _____
Richard G. Borchardt, President

By execution, signer certifies that he or she is authorized to accept and bind consultant to the terms of this agreement.