AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Wright

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The attached was signed and distributed on 12/15/2020.

Fiscal Impact: See attached Schedule A

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 12/16/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/17/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/17/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/22/2020

Revised April 2015

WRIGHT WATER ENGINEERS, INC.
PROJECT AGREEMENT

Project Name:	Gunnison County Water Rights Consulting	***Project Number:***	TBD
	Shady Island River Park	***Project Manager:***	Peter Foster
Client Name:	Gunnison County	***Billing Address:***	Same
Address:	200 East Virginia		
	Gunnison, CO 81230		
		Telephone:	970-641-5300
Attention:	David Baumgarten, Matthew Hoyt	***Direct:***	
	(invoices will be emailed)	***Email Address:***	dbaumgarten@gunnisoncounty.org; mhoyt@gunnisoncounty.org

Scope of Services: Attachment () or proposal dated: ***Or: (x) as stated as follows:***

Prepare calculations of the water demands, return flows and stream depletions from the well for the proposed development and provide a comparison to the depletions of the decreed water right (contemplative draft analysis). Review the calculations with Gunnison County and the Division 4 Engineer and finalize. Once the tables are finalized, we can provide exhibits for a change in use application. I would also recommend we coordinate with Upper Gunnison Water Conservancy District on any needed changes on contracts and enrollment in their augmentation plan. This budget is for preparing exhibits and assisting the preparation of the water rights application only and does not include negotiations with opposers, expert reports, testimony or disclosures or applications to Upper Gunnison Water Conservancy District.

Prior to commencement of work, a retainer of $_ is required to be credited against the final billing. Client shall compensate Wright Water Engineers, Inc. monthly for services and expenses as set forth in the attached **Schedule of Hourly Rates (Schedule A).**

The total invoiced amount shall not exceed the estimated professional fee of $ 5,000 including expenses without further negotiation and further written agreement between Wright Water Engineers, Inc. and the Client. Should work beyond that described in the Scope of Services be required, it will be paid for as extra work at a cost to be agreed upon prior to commencement of the additional work. If Wright Water Engineers, Inc. hires an attorney to collect any money due it under this Agreement, Client shall pay Wright Water Engineers, Inc. all reasonable attorney's fees and costs that it incurs in that collection effort.

Acceptance by Client:

For:	Gunnison County	**Wright Water Engineers, Inc.**
Date:	12-15-2020	**12/7/2020**
By:	Signature	Signature
	Matthew Birch County Manager (Print name and title)	Peter R. Foster, P.E., Vice President (Print name and title)

Acceptance by Agent of Client:

The undersigned represents and warrants that he is the duly appointed and authorized agent of the Client and that he is authorized by the Client to enter into this Agreement, in the amount specified, on behalf of the Client. However, the undersigned agrees that if the Client does not pay Wright Water Engineers, Inc. the monies due it, when due, under this Agreement that the undersigned will guarantee that obligation by promptly making payment to Wright Water Engineers, Inc., in full, of the unpaid balance due Wright Water Engineers, Inc. under this Agreement.

By: _____ Signature _____ (Print name)

WRIGHT WATER ENGINEERS, INC.
2020 SCHEDULE OF HOURLY RATES
SCHEDULE A

PERSONNEL	RATE PER HOUR
SENIOR PRINCIPAL/CONSULTANT	$216
SENIOR PROJECT ENGINEER/CONSULTANT	$193
SENIOR ENGINEER/SCIENTIST CONSULTANT	$171
ENGINEERING/SCIENTIST PROFESSIONAL I	$160
ENGINEERING SPECIALIST/CONSULTANT	$146
ENGINEERING/SCIENTIST PROFESSIONAL II	$130
ENGINEERING DESIGNER/PROFESSIONAL III	$119
ENGINEERING TECHNICIAN I	$106
ENGINEERING TECHNICIAN II	$93
ENGINEERING TECHNICIAN III	$90
ENGINEERING TECHNICIAN IV	$74
ENGINEERING TECHNICIAN V	$67

- Automobile at 60 cents per mile
- Four-wheel drive/Pick-up truck vehicle at 70 cents per mile
- AutoCAD computer at 15 dollars per hour.
- GIS computer at 20 dollars per hour.
- Info water® at 20 dollars per hour.
- Civil 3D at 25 dollars per hour.

Seven and one-half percent (7.5%) will be added to all reimbursable expenses to cover administration for special consultants, independent laboratory tests, direct printing costs, telephone, supplies, lodging and subsistence, all in-house computer, auto, postage, fax, and travel.

TERMS OF PAYMENT: It is agreed that this account will be billed on a monthly basis. Unless otherwise approved by the Company, payment is due upon receipt of invoice. Mail payment to the main office of the Company at 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211. If payment is not received, client agrees to pay interest at the rate of 1.5 percent per month on the outstanding balance. This does not constitute a credit arrangement, and in no case, shall the minimum payment be less than 33 percent of the amount billed. If account is placed with an attorney for collection, client agrees to pay court costs and reasonable attorney fees. The liability of Wright Water Engineers, Inc. for losses or damages arising out of the errors, omissions, or negligence of Wright Water Engineers, Inc. while providing professional services shall be limited to the total fee due Wright Water Engineers, Inc. pursuant to this agreement.