

Study Session Agenda

Wednesday, January 17th, 2024, at 5:30 p.m.
7404 Yorkshire Drive, Castle Pines, CO 80108

Our next monthly board meeting is scheduled for 6:00 p.m., Monday, January 22nd, 2024

***NOTE:** CPNMD study sessions are educational opportunities for directors, the staff/consultant team, and special guests with subject-matter expertise to transparently take a deeper dive into, discuss, and debate topics of interest. During study sessions, directors may ask questions and exchange views but are strictly prohibited from voting. Though public comment is not allowed, residents may watch the proceedings in person and via live video stream and video recording at <https://cpnmd.org/board-meetings>.*

- I. Call study session to order.
- II. Introduction and Q&A- Bailey Budnik, Elara Creatives (New CPNMD Communications firm)
- III. CPNMD Contractor and Vendor Review
- IV. Adjourn

P 920-905-2472

E elaracreatives@gmail.com

W elaracreatives.com

OBJECTIVE/PURPOSE

To provide digital marketing for the Castle Pines North Metropolitan District.

SCOPE OF WORK

- **Optimize and create communication for Next Door \$120/month**
- **Optimize and create content for Social Media \$2,520/month**
 - 4-5 Posts Per Month
 - Instagram, Facebook, and Next Door
 - Instagram Stories, Highlights, Graphic Design
 - Monthly Social Media Metrics Report
 - Platform monitoring/Responding to inquiries
- **Newsletter Assistance \$520/month**
 - Needed Content Creation/Graphic Creation
 - Needed Writing Assistance
 - Email Capture and Subscriber Management
 - Newsletter Marketing
- **Full Monthly Videography/Photography Coverage (1 shoot /month or more as needed) \$2,100/month**
 - Capturing content, photos, subject-matter-expert interviews, and project updates for use on Social Media, Websites, and other Digital Marketing uses.
 - Multiple Locations
 - Drone Videography
 - All assets can be used for Castle Pine's future projects and media collection.
- **Ad Reach (\$500 included/month)**
 - Targeted content to local demographics
 - Facebook, Instagram, LinkedIn
 - Managing Reach/Optimization
- **Website Updates \$390/month**
 - New Page Creation
 - Page Maintenance
 - Asset Integration
- **Monthly Marketing Planning Meetings**

Rate: \$6,150/month

CASTLE PINES NORTH



METROPOLITAN DISTRICT™

Memorandum

From: Nathan J. Travis

Date: 1/22/24

Re: Service Provider Summary

Note: We do not yet have 2024 pricing, and/or contracts for all of our vendors, those we do have are attached.

Accounting

Community Resource Services of Colorado: All district accounting services with the exception of accounts payable (in house). Billing, new account set up, payroll.

Communications

Streamline Services: Currently on-boarding this contractor for new website. Special District specific platform for customer outreach, public relations, and Graphic Design. Will largely replace ComegaOne, we will evaluate additional needs moving forward. **\$300/ Per month.**

VIP Video Productions: Monthly recording of board meetings and study sessions. Currently contracted through February 2022. As we evaluate options for streaming board meetings through the new website in development. **Variable Cost \$1500-\$3000 per month**

Elara Creatives: Public Relations & Communications Firm. Bringing a fresh set of eyes to CPNMD, Elara will work closely with the district manager to increase our public reach. We will be targeting social media, including a monthly video, targeted social media advertising, local news paper advertisements, news letters, project updates, public events, facility tours, and more. **\$6,150/month**

IT Services

Greystone Technology: On-Call Server and IT support for CPNMD office. **Hourly.**

Water & Wastewater Operations

Semocor: All daily field operations of the Water Treatment Plant, Wells, Lift Stations, Collection system, distribution system, meter readings, customer service calls, meter inspections, and Compliance testing and monitoring. **Annual Base Contract \$336,000 (additional costs for Overtime, Materials, Etc.)**

TW Summit: Annual Hydrant, Valve, PRV, and Air Vac maintenance. Annual Leak Detection program. **Approximate annual expenditures:\$85,000 per year.**

EPR: Primary pipeline repair contractor, for both water and wastewater systems. 10+ year relationship with CPNMD. **No official contract. T&M as needed and on an emergency basis.**

QP Services: Clean and video all sanitary sewer mains and manholes, clean lift station wet wells on a quarterly basis. Maintain Ozone station at lift station 3. Have done special projects like the Forest Park Manhole rehabilitation project. **No official Contract. Cost is T&M or per lineal foot. Varies yearly based on need.**

Advanced Mechanical:

From the Owner:

Thank you for the trust you have put into Advanced Mechanical Services, Inc.

Advanced Mechanical Services offers 44 years of experience in the pump field. We started out working on your lift stations and emergency repair. Over the last couple years we were asked to help with the Water treatment plant repairs. We supply Pumps, Motors, and field service of the installation of equipment. We also like to think outside of the box and second guess everything. We have help save money and energy use.

Field service rates are \$150.00 per hour.

Mountain Peaks: SCADA and Controls

After parting ways with our previous contractor, we have begun using Mountain Peaks as our primary SCADA contractor. Their staff is highly experienced, and responsive. This has proven to be a noticeable improvement for district operations. Mountain Peaks will also do the control integration for numerous capital projects moving forward.

No official contract Electrical/Control Technician Rates: 140 per hr. Coding/Programming/Electrical Design Rates: 175 per hr.

360 Underground: Underground utility locates for all district services. **Cost per/request (attached) \$1500-\$3000 average monthly.**

Backflow Secure: Full backflow program management. Test, repair, replace installation of state required backflow preventers, Program development, ensures state compliance, and reporting. **Annual average cost \$120,000 Rate sheet included in packet**

American Security: Provide site security to district facilities. Alarms, Security Cameras etc..
Monthly monitoring fees of \$35/site T&M for system repairs and maintenance.

Engineering

Kennedy Jenks: Longstanding district engineer. Agreement Included in packet.

Services Overview – Kennedy Jenks performs general engineering consulting, design, and construction observations related to the District’s water, sanitary sewer, and stormwater systems. Our scope of services related to everything we do other than specific design projects is described on Exhibit A in the attached 2023 General Engineering Agreement. In general, we have served as the District’s on-call District Engineer for the past 23 years. As the District Engineer we perform a wide range of services from engineering reviews of developer projects to engineering consulting related to operation and maintenance, planning, modeling, and construction observation. When a specific facility improvement project is needed, we perform the design, bidding, and services during construction under a separate agreement specific to that project. Our current active and proposed specific improvement projects are listed below. **2024 Agreement Included in packet**

Level 3 Engineering: Supplemental Engineering Firm

Services Overview – We engaged Level 3 to act as the project manager for our SSO violation. Since then their role has expanded to include parcel and easement identification for our Parks and Open Space IGA. We will also be working with them to enhance our Sanitary Sewer Overflow response plan. **Pricing Schedule included in packet**

GIS/ Asset Management/ Capital Forecasting

AIMS: Built and maintains web-based platform for all district GIS mapping systems, and capital forecasting. As well as maintenance tracking for all water and wastewater facilities, and assets. **Packet includes information about current services, projects and labor rates**

Legal

Setter and Vanderwal: Long-Standing primary attorney for district in a variety of functions

Austin Hamre: District Water rights attorney

Water Accounting

Jehn Water Consultants inc: Water Accounting Services

From the President (Gina Burke):

JWC is the District’s water consultant. Currently, we are completing the daily accounting required by the Division of Water Resources. We also review the monthly Water Resume to ensure that the District’s water rights are protected from new applications to Water Court. We work with the District’s water attorney, Austin Hamre, in filing objections to any Water Court applications that may have impact on the District’s water rights. I also sit on the Operational Advisory Committee for the Chatfield Storage Reallocation Project on behalf of the District. In general, we work on general water rights work as needed. Historically, we have assisted the District in obtaining decreed ground water and surface water rights as well as the drilling of District wells. **Rate Sheet Included in Packet**

**AGREEMENT TO
PROVIDE FINANCIAL, UTILITY BILLING AND PAYROLL SERVICES**

THIS **AGREEMENT TO PROVIDE SERVICES** (“Agreement”) is made and entered into as of the ____ day of _____, 2022, by and between **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC.**, a Colorado limited liability company (the “Company”) (collectively, District and Company are the “Parties” and each individually a “Party”).

RECITALS

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which Company will provide certain services to the District;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. APPOINTMENT OF COMPANY

1.1 Appointment of Company. The District hereby retains Company and Company agrees to perform certain services for the District (“Services”) pursuant to the terms and conditions set forth herein.

1.2 Independent Contractor Status. Company is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), CRS, as amended, and nothing herein contained shall constitute or designate Company or any of its employees, agents, subcontractors or suppliers as employees of the District. The work performed by Company shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to Company for the work performed as provided herein. The District shall not be responsible for Company’s means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto.

II. DUTIES AND AUTHORITIES

2.1 General Limitations and Requirements. Company shall perform the Services in the Scope of Work in Exhibit A. Company shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. Company shall at all times conform to the stated policies established and approved by the District.

2.2 Compliance with Applicable Law. Company shall provide the Services set forth herein in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

2.3 Workers Without Authorization. The Company shall executed a certificate of compliance, which is attached as **Exhibit B** that certifies the Company has complied with the provisions of Section 8-17.5-101, *et. seq.*, C.R.S. The Company shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that knowingly employs or contracts with a worker without authorization to perform work under this Agreement. The Company represents, warrants and agrees that it has verified or attempted to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Company shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Company obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the Company shall: (i) notify the subcontractor and the District within three (3) days that the Company has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the worker without authorization, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Company shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Company fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach, and the Company shall be liable for actual and consequential damages to the District. If the Company participates in the Department Program, the Company shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.

The Company, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Company (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101, *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

2.4 No Right or Interest in District Assets. Company shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein. In the event of any early termination, the District shall pay the Company for all the Services satisfactorily performed prior to the designated termination date.

2.5 General Duties and Authority. In connection with its specific duties, Company agrees to:

(i) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Part V hereof.

(ii) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(iii) Refrain from entering any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Company shall be obligations of Company which shall hold the District harmless therefrom.

(iv) "Work Product" shall consist of all written materials maintained by Company in connection with performance of this Agreement, including but not limited to all correspondence, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. Company shall maintain copies of all Work Product in files, including reproducible drawings of any project drawings which it obtains, shall make them available for the District's use, and shall provide such copies to the District upon request at commercial printing rates. Company shall be entitled to retain copies of all work product at its own expense in the event of termination.

III. COMPENSATION

3.1 Compensation. Company bills on a time and materials basis. Services provided by Company to District will be billed in accordance with the Company's current fee schedule attached hereto as **Exhibit C**. Individual billing rates change from time to time, Exhibit C is provided as a general guideline for purposes of this Agreement. The District will be billed for work performed by personnel of the Company in increments of one-tenth of an hour, billing will be submitted to the District on a monthly basis. It is understood by the Parties that all bills are due upon receipt and if not paid within the month which the District is billed, the Company may cease providing services to the District. The District may terminate the Agreement at any time upon payment of all amounts owing to the Company, in accordance with Section 4.2 hereof.

3.2 Exceptions to Compensation. Certain exceptions to the compensation arrangements may be agreed to by the Parties in advance.

3.3 Costs. In addition to fees, the Company will incur costs in the handling of District matters. Costs are billed by the Company at no markup to the District and are included in the monthly billing.

IV. DURATION AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and unless earlier terminated,

shall expire on December 31, 2022. The contract is automatically renewed annually unless terminated by either party.

4.2 Termination. Either Party may terminate this Agreement for convenience or for cause, in whole or in part, by delivery to the other Party of a written notice of termination at least 30 days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date of termination.

In the event of termination, the District shall pay Company for all the Services satisfactorily performed prior to the designated effective date of termination date based upon the compensation formula provided in Exhibit C giving the due account for Services for which the District has become responsible through the effective date of termination.

Upon any termination, Company shall transfer and deliver to the District all Work Product which shall be deemed from and after the effective date of this Agreement to be the property of the District.

V. INSURANCE

5.1 Insurance Coverage Requirements. Company shall acquire and maintain during the term of this Agreement, including any extensions of the term, insurance in the following minimum amounts:

- (i) Worker's Compensation insurance as required by law.
- (ii) Comprehensive general liability insurance, in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage, each occurrence; \$1,000,000 general aggregate; and \$1,000,000 products and completed operations aggregate.
- (iii) Commercial Automobile Liability Insurance, \$1,000,000 each accident, any auto.

Company shall provide to the District at the beginning of the term of this Agreement certificates of insurance demonstrating appropriate coverage in the amounts designated above. Company shall furnish certificates of insurance coverage upon request and such certificates shall provide that coverages afforded thereunder shall not be cancelled without sixty (60) days prior written notice to the District.

VI. MISCELLANEOUS

6.1 Assignment. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld.

6.2 Subcontractors. The Company is solely and fully responsible to the District for the performance of the Services under this Agreement. Use of any subcontractor by the Company shall be pre-approved in writing by the District. The Company agrees that each and every agreement of the Company with any subcontractor to perform the Services under this Agreement shall be terminable not-for-cause, and that all such contracts shall terminate immediately upon termination of this Agreement. Company further agrees to require each subcontractor to carry insurance forms and amounts satisfactory to the District in its sole discretion and that all warranties (express or implied) resulting from any subcontracts shall inure to the benefit of the District and its successors and assigns.

6.3 Modification. This Agreement may not be modified, amended or changed, except as otherwise provided herein, in whole or in part, and except by an agreement in writing duly authorized and executed by both Parties.

6.4 Integration. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party or the agent of either Party that is not contained in this Agreement, or a modification made pursuant to Section 6.3, shall be valid or binding.

6.5 Persons Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

6.6 Notices. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

District Mailing Address:

Castle Pines North Metropolitan District
7404 Yorkshire Drive
Castle Pines, CO 80108

Company Mailing Address:

Community Resource Services of Colorado, LLC
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Sue Blair

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party by written notice so provided may change the address to which future notices shall be sent.

6.7 Recovery of Costs. In the event of any litigation between the Parties concerning the subject matter hereof, the prevailing party in such litigation shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by the prevailing party in such litigation.

6.8 Subject to Annual Budget and Appropriation. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COMPANY:

COMMUNITY RESOURCE SERVICES OF COLORADO, LLC



By: _____
Sue Blair, CEO

THE DISTRICT:

**CASTLE PINES NORTH METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

EXHIBIT A

SCOPE OF WORK

GENERAL ACCOUNTING SERVICES AND ASSOCIATED COSTS

Compile monthly financial statements, cash position, statement of revenues and expenditures, and revenue and expenditure comparison to budget.

Preparation of annual budget for Board review and adoption.

Maintain all accounting ledgers and supporting accounting documentation.

Maintain accounts payable system, including processing of invoices, creation of payables schedule, and processing of checks. Set up bill pay for the District.

Monitor cash flow and investments of the district and reconcile all bank accounts.

Publish annual financial notices as required by statute, including budget adoption notice.

Prepare year-end tax summaries including Federal 1099 and 1096 forms.

Preparation of Annual Audit.

UTILITY BILLING SERVICES

Reconcile Continental GL file.

Handle escalated customer service issues.

Download route data from Continental to Auto Read; prepare thumb drive for Marty to do readings; upload readings to AutoRead and Continental; optimize database.

Run penalties, shut-off notices, and high use report.

Run bill calculations, print and review bills.

Run ACH payments and submit file to CityWide; process ACH payments in Continental.

Month end Continental GL reconciliation; prepare GL transfer file for financial statement compilation.

Tap fee payments.

Availability of service letters.

Set up new accounts.

Update billing system to reflect all customer changes including change of ownership and rentals.

Approve and process billing account adjustments.

PAYROLL SERVICES

Process bi-monthly payroll.

Input PTO, OT, hourly employee time into payroll system.

Prepare and submit online contribution reports to PERA and VOYA.

Prepare journal entries for financials.

Update and maintain employee PTO spreadsheets.

Update annual employee health insurance premium deductions and prepare employee spreadsheets accordingly.

Direct Deposit set-up and processing.

Maintain payroll files.

EXHIBIT B
CERTIFICATION OF COMPLIANCE WITH § 8-17.5-102(1), CRS

The undersigned acting on behalf of the Company, Community Resource Services of Colorado, LLC, hereby certifies to the District that as of the date listed below, it does not knowingly employ or contract with a workers without authorization and it has participated or attempted to participate in the E-Verification Program administered by the United States Department of Homeland Security, in order to verify that it does not employ any workers without authorization.

Dated this 16th day of August, 2022.

COMMUNITY RESOURCES SERVICES OF
COLORADO, LLC
a Colorado limited liability company



By: _____
Sue Blair, CEO, President

**EXHIBIT C
2022 RATE SHEET**

District Management & Administration:

Director & Managers	\$125.00-\$200.00
Assistant Managers & Admin. Coordinators	\$ 90.00-\$125.00
Administrative Support Personnel	\$ 60.00-\$ 90.00

Finance & Accounting:

Director and Managers	\$125.00-\$200.00
Assistant Accountants & Coordinators	\$ 90.00-\$125.00
Accounting Administration	\$ 60.00-\$ 90.00

Utility Billing Services \$ 85.00

Operations, Maintenance & Facilities:

Project Manager	\$ 80.00-\$100.00
Field Supervisor	\$ 60.00
Field Support	\$ 35.00-\$ 45.00

Community Development:

Director & Managers	\$125.00-\$150.00
Administrative Support Personnel	\$ 60.00-\$ 80.00

Additional Expenses:

Direct non-salary expenses incurred, identifiable and not applicable to general overhead, will be charged at actual invoice cost, including but not limited to travel-related expenses, project equipment and supplies and subcontractors.

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page



Streamline Platform - Subscription Agreement

CUSTOMER: **Castle Pines North Metropolitan District**

ORDER DATE: **Dec 8, 2022**

This Software as a Service Agreement (“Agreement”) is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 2321 P St, Sacramento, CA 95816 (“Company”), and the Customer listed above (“Customer”). This Agreement incorporates the [Streamline Terms of Service](#) and reflects current [Streamline Pricing](#) based on Annual Operating Revenue and partner discount applied, if applicable. [W9 is available online](#). **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#) .

SUBSCRIPTION ORDER (Monthly Recurring Price):

Name	Price
Streamline Web Member 5m-10m	\$300.00

One-Time Migration Costs:	\$500	Order #:	10319313706
Invoice Frequency:	Monthly	Original Order?	Original
Additional Billing Details:	SDA CO Member Discount	Billing Start Date:	01 / 01 / 2023

Billing Person:	Susan Nagel
Billing Address:	7404 Yorkshire Drive
City, State, Zip:	Castle Pines, CO 80108

Phone:	303-688-8550
Email:	susan@cpnmd.org

Streamline:

Name: Madison Wallace
 Title: Account Executive
 Date: 12 / 07 / 2022
 Signature: *Madison Wallace*

Customer:

Name: Nathan Travis
 Title: District Manager
 Date: 12 / 21 / 2022
 Signature: *Nathan Travis*



What Your Subscription Includes



Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the “box”).
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.





Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to “upgrade” your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can't figure out how to send your question? That's ok, you'll have our technical support number, too.**

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.

Signature Certificate

Reference number: MFPO4-DFVWM-M2EWW-4JRKS

Signer	Timestamp	Signature
Madison Wallace Email: madison@getstreamline.com Sent: 08 Dec 2022 00:16:47 UTC Viewed: 08 Dec 2022 00:16:48 UTC Signed: 08 Dec 2022 00:18:47 UTC		 IP address: 98.182.22.65 Location: Santa Barbara, United States
Nathan Travis Email: nathan@cpnmd.org Shared via link Sent: 08 Dec 2022 00:16:47 UTC Viewed: 21 Dec 2022 19:45:30 UTC Signed: 21 Dec 2022 19:47:04 UTC		 IP address: 50.194.135.153 Location: Denver, United States

Document completed by all parties on:
21 Dec 2022 19:47:04 UTC

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Signed with PandaDoc

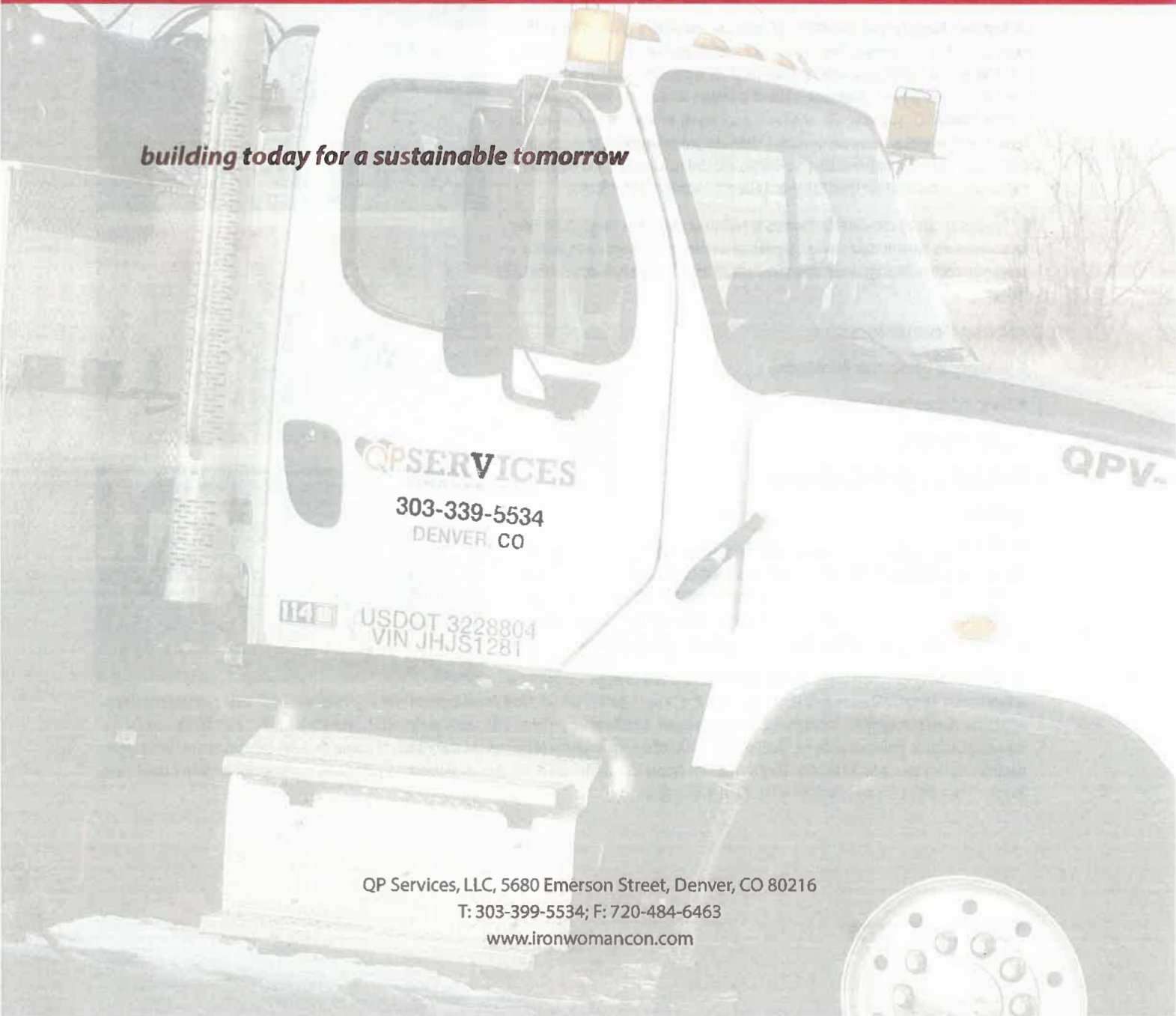
PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





An Iron Woman Company

building today for a sustainable tomorrow



QP Services, LLC, 5680 Emerson Street, Denver, CO 80216
T: 303-399-5534; F: 720-484-6463
www.ironwomancon.com

Out of Sight, Always in Mind

QP Services, LLC combines the resources of the region's leading underground infrastructure inspection and testing company - **Quality Pipe Services, Inc.** - with the depth and breadth of **Iron Woman Construction and Environmental Services, LLC.**

QP Services will continue to provide the same high-quality service that clients came to expect from Quality Pipe Services, providing full turn-key water and wastewater maintenance and rehabilitation services for customers throughout the Western U.S. As asset management experts, QP Services specializes in digital CCTV inspection; sewer and storm pipe jetting/vac cleaning; state-of-the-art data transfer; lift station cleaning and treatment facility maintenance; manhole GIS and inspection; and hydro-excavation, as well as smoke testing and manhole/pipe testing. Our NASSCO-certified in-house experts provide MACP, LACP, and PACP training.

Iron Woman Construction is a Native American-owned, asset-based civil and environmental general contractor with more than 280 employees, 200+ pieces of rolling equipment, and the ability to self-perform: environmental consulting and remediation; mining services; solid and hazardous waste transportation; water, sanitary, and stormwater utility installation; and civil construction (site development services). Iron Woman Construction, founded in 1999 with the redevelopment of the Stapleton International Airport, is one of the leading utility contractors in the Denver Metropolitan area. Since 2010, Iron Woman Construction has constructed more than 1,000,000 feet of water, sewer and storm pipe for most municipalities in the region, as well as for multiple private developers and home builders.

QP Services' Mission: *Safely and effectively deploy our resources every day to exceed the expectation of our customers in delivering our core products and services. Safety and quality are at the core of our business model and that mind-set is reflected everyday with every crew and every employee -- from project kickoff to project closeout. QP Services, along with Iron Woman Construction, will continue to work closely with private and commercial sector clients, as well as numerous municipal, state, and federal agencies, to successfully deliver pipe inspection and rehabilitation, utilities and civil construction, and transportation projects throughout the Front Range and across the Western United States.*

QP Services has added considerable resources to enrich our position as the go-to provider for underground infrastructure services. Significant investment has been made, adding new equipment, technology, and man-power to do all the things we have done in the past, including:

- Sewer and Storm Line Maintenance
- Underground Infrastructure Rehabilitation
- Sewer and Water Pipe Testing
- Data/GIS Solutions
- Infrastructure Construction and Excavation

Sprayroq™

QP Services, through Quality Pipe Services, has full Sprayroq capabilities. Sprayroq uses a plural-component spray technology that develops a fast-curing structural and chemical resistant formula capable of excellent adhesion, for the rehabilitation of underground infrastructure. This trenchless technologies solution provides long life, corrosion control, abrasion resistance and NSF Certification for use in potable water applications.

QP Services' **safety culture** is based on trust, communication and strategic recognition of safe behaviors. Every QP Services' field employee is required to participate in safety related documentation at regular intervals. These tasks promote employee engagement and management commitment. **On a daily basis**, each foreman performs a job safety analysis (JSA) prior to performing any of their work for the day using an app on their mobile device, iAuditor. These JSAs offer each employee of the crew an opportunity to discuss the tasks and brainstorm the potential hazards they may encounter for the day. They then list the proper controls, hazard elimination, or precautionary measures to prevent incidents that could cause injuries. These daily tasks are submitted to the management team.



360 Underground, Ltd. On-Call Utility Locate Services

Attn: Board of Directors Castle Pines North Metro District 7404 Yorkshire Ct. Castle Pines CO, 80108

Dear Members of the Board:

360 Underground is thrilled to provide on-call utility locating services for Castle Pines North Metro District. We are responsible for fielding all incoming CO811 tickets for CPNMD. These tickets are notifications from excavators who intend to dig near district facilities. We receive all tickets directly, screen tickets which are 'not in conflict', and provide markings (paint & flags) onsite when district lines are found to be in conflict. We then status the ticket with our ticket management software, which corresponds with the CO811 Positive Response System. 360 Underground does not have an active contract in place CPNMD.

Please see per ticket pricing below:

Clear/No conflict-	\$5
Site Visit/ Locate-	\$50
7am-5pm Emergency-	\$125
After Hours Emergency-	\$250

As owner and operator of 360 Underground, Ltd. I would like to express my gratitude for allowing us to Partner with CPNMD as your personal damage prevention specialists. We take our duty to protect the district facilities and serve the community very seriously. Please reach out to me directly if you ever have questions or concerns. My contact information is below.

Respectfully,

Brenton Duffy

720-284-1393 Cell

720-420-9950 Office

bduffy@360underground.guru



Backflow SECURE

17011 Lincoln Ave, #154
Parker, CO 80134
(303) 928-3969

2024 Scope of Services

In-House Administration & Management of BPCCC (Backflow Prevention & Cross-Connection Control) Program

- CPNMD Compliance & Safety Adherence in accordance with CDPHE Regulation 11.39
- Meet or Exceed Yearly CDPHE Required Test & Survey Compliance Ratios
- All In-House & District-Wide Testing (Inclusive of all Drive-Time, Trip Charges & Requisite Paperwork)
- All In-House & District-Wide Soft Repairs (Inclusive of all Drive-Time, Trip Charges, Disassemble, Flush, Lube, & required Soft Parts)
- All In-House & District-Wide Survey of current & future CDPHE defined Cross-Connections

Contracted Term

Jan 15-Dec 15
2024 48 weeks
15hrs/week
\$150/hr

Qualifications

(Meets or exceeds CDPHE/PBCCC Program requirements)

ABPA Certified Municipal SPECIALIST	CDPHE State Licensed Plumbing Contractor
ABPA Certified Tester	ABPA Certified Proctor

January 2024

Mr. Nathan Travis, General Manager
Castle Pines North Metropolitan District
7404 Yorkshire Dr.
Castle Pines, CO 80108

Subject: Current Services Provided by the AIMS Team

This letter states the services that the AIMS Team is currently providing to the District.

The AIMS Team has been providing data management services to the District since 2015. These data include asset information related to water distribution, sewer collection, and associated facilities such as well sites and pump stations. Data is mainly stored in an enterprise Geographic Information System (GIS) database, and served to the District in a web-based application, the Asset Information Management System (AIMS) for viewing and reporting purposes. Functionality provided currently includes:

- Viewing and printing of interactive maps showing the District's assets and customer parcels.
- Maintenance management including work orders and scheduling of preventive maintenance.
- Viewing of CCTV inspection videos for the sewer system.
- Viewing of record drawings in PDF format.
- Forecasting of asset renewals based on asset age, risk, and useful life, including estimates of replacement cost.

For the past seven years, AIMS was hosted by the District in an internal server and only accessible to District staff. With the recent shift to the outsourcing of maintenance activities, AIMS has been migrated to a cloud server in late 2022, so that it can be securely accessed and used by any 3rd party working for the District, including Kennedy/Jenks, TW Summit, Semocor, and Quality Pipe Services.

For 2024, the AIMS Team will be working with all involved parties to organize and manage data collected by everyone, and maintain data standards to build a history of asset information in a central location under control by the District, to preserve this data as a reference for anyone who may be working for and with the District in years to come.



In summary, the AIMS Team's scope of work for 2024 includes the following tasks:

- Coordinate data collection and management workflows with each involved party to plan, schedule, and track asset maintenance activities. This involves the customization of data entry procedures for corrective work orders and preventive maintenance activities in AIMS as well as in connected mobile applications.
- Update the District's asset inventory with any recent construction related to facilities and new areas of housing. This involves coordination with designers and operators to break down facilities into individual assets that each need its own maintenance routine. A draft asset inventory was created in 2020 based on a record drawing review, but needs to be updated to make it ready for use by operators for the purpose of scheduling and tracking maintenance work.
- Collect and enter asset lifecycle and risk information for any new assets in order to run the asset renewal model that helps to plan future asset replacements and associated costs. This will also involve developing and standardizing condition assessment ratings and protocols with the involved parties performing maintenance work.
- Configure a series of dashboards that include Key Performance Indicators for District management to view and track progress on work performed by all involved parties. This is a critical tool in maintaining control and oversight of all outsourced activity, and provides a level of quality control.

In addition to these specifically scoped tasks, the AIMS Team will continue to also provide the following ongoing services:

- On call data management services including but not limited to GIS mapping, preparing custom maps and map books, and working with outside agencies to provide data upon request.
- Subscription-based database and applications updates and upgrades, in order to keep pace with ongoing advances in technology. These services include timely updates of SQL Server, ESRI GIS, and AIMS software to maintain compatibility with Microsoft operating systems, security, and web browsers. For the District, the annual subscription fee is \$5,000.
- Cloud hosting of the District's AIMS and databases, including periodic maintenance of operating systems, use of software licensing, and maintaining nightly data backups. For the District, the monthly hosting fee is \$400 (i.e., \$4,800 annually).

All scoped and on call work will be performed on a time and materials basis using the following rate schedule:

- Labor rate for Jeroen Preiss (Project Management, Asset Management Algorithms) will be \$160/hour.
- Labor rate for staff Terry Markou (Software Development) will be \$145/hour.
- Labor rate for staff Krishna Raichura (GIS and Database Administration) will be \$130/hour.
- Travel time and expenses, if any, will not be charged.

Mr. Nathan Travis, Castle Pines North Metropolitan District
Current Services Provided by the AIMS Team



Page 3

Please feel free to contact me at (510) 427-0015 if you would like to discuss anything in more detail. I look forward to continuing working together on streamlining your data management needs.

Very truly yours,

THE AIMS TEAM, LLC.

A handwritten signature in black ink, appearing to read "Jeroen Preiss", is written over a diagonal line that extends from the bottom left towards the top right.

Jeroen Preiss
Project Manager

AIMS Team, LLC

38536 Knute Ct.

Fremont, CA 94536

Phone: 510-427-0015

Email: jpreiss@aimsteam.com

Web site: www.aimsteam.com

January 8, 2024

Mr. Nathan Travis, District Manager
Castle Pines North Metropolitan District
7404 Yorkshire Drive
Castle Pines, CO 80108

Subject: Agreement for General Engineering Services
2024 General Engineering – Water, WTP, and Sanitary Sewer
KJ 2446002*00

Nathan:

This Agreement is for our 2024 general engineering services related to the District’s water and sanitary sewer facilities and the water treatment plant. The work under this Agreement allows us to continue as the District’s Engineer and generally covers the as requested, on-call, work that is directed by you for 2024. Our scope of services for general engineering is attached and it applies to the District’s water and sanitary sewer systems and the water treatment plant. This Agreement authorizes us to set up a new project number for billing with the following phases and budgets:

Phase	Budget
General Engineering – Water	\$45,000
General Engineering – Sanitary Sewer	\$20,000
General Engineering – Water Treatment Plant	\$15,000
Total Budget for 2024 General Engineering	\$80,000

Attached are the Standard Conditions that apply to this Agreement as well as our 2024 Billing Rates. If this is acceptable, please sign below and return a copy to me.

Sincerely,
Kennedy/Jenks Consultants, Inc.



Greg S. Sekera, P.E.
Principal

ACCEPTED BY:
Castle Pines North Metropolitan District

Nathan Travis, District Manager

Date

Encl:

2024 Billing Rates
KJ Standard Conditions

Exhibit A

SCOPE OF WORK

General Engineering Services for Castle Pines North Metropolitan District (CPNMD)

I. BASIC SERVICES

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) shall perform the services listed below at the direction of the District Manager.

To assist Kennedy Jenks in performing the Basic Services, the District Manager agrees to provide Kennedy Jenks with copies of reports, correspondence, estimates, plans or other documentation requested. Kennedy Jenks acknowledges that coordination with the District Manager regarding the Basic Services is necessary and agrees to coordinate its provision of Basic Services as necessary.

A. General Engineering and Consulting Services

This portion of the Scope of Work includes on-going general engineering services, including meetings, operations, planning, maintenance, and review of developer submitted plans.

1. Meetings – At the request of the District, Engineer shall attend regularly scheduled District Board meetings and if determined necessary by the Board, any special meetings.
2. Engineering Consulting – Perform on-call engineering consulting services on general matters to the District as well as coordination with District Manager, attorney, and accountant.
3. District Information – Engineer will be available to provide information regarding the District and its existing facilities to interested parties, such as developers, homeowners, consultants.
4. Maintenance – Engineer will provide consulting services on maintenance issues and programs. In addition, provide engineering services to any contractors hired to provide maintenance or operational services to District facilities.
5. Developer and Agency Requests – Coordinate, review, and provide responses to requests from developers, public agencies, and utility companies.
6. Engineering Consulting – Perform engineering consulting and assistance to the District and coordination with District Manager, attorneys and accountants.
7. Plan Reviews – Engineer will perform developer plan reviews as they are submitted to the District for review. Engineer's review will consist of determining general compliance with the District's master planning, engineering standards, and technical specifications.
8. Hydraulic Modeling – Perform hydraulic modeling to confirm pipe sizes for proposed developments. Perform capacity analyses on sanitary sewer system facilities for proposed development, upon request.
9. Updates to Standards, Rules, Regulations– Provide assistance in updating the District's Engineering Standards and Rules and Regulations from time to time.

10. Budgets – Engineer will provide input and opinion of probable costs for District’s annual budget and capital improvement plan budgets.
11. Reports, Studies, Evaluations and Analysis – Engineer will prepare reports, studies, evaluations or analysis including engineering opinions of probable construction costs as requested.
12. Emergencies – Initiate corrective and mitigating actions quickly in response to any emergency failure of District facilities that may adversely impact District or other properties and/or public safety.
13. Files – Engineer shall maintain files for work performed by Kennedy Jenks relative to general and specific engineering items including meetings, correspondence, special projects, and plan checks. These documents will be retained for a period of eight years or until requested by the District.

B. Construction Administration Services

As requested by the District, Kennedy Jenks will provide construction observation of facilities of the District. This work will include both projects constructed by the District, and those constructed by developers. Engineer will review the work of contractor(s) for defects and deficiencies in the work without assuming any of the Design Engineer’s legal responsibilities for design and observation, if the project was not designed by Kennedy/Jenks. The performance of such services shall not relieve the Contractor(s) of its/their responsibilities for performance of the work and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the work. Engineer will not be responsible for, or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor will Engineer be responsible for the Contractor’s failure to carry out the work in accordance with the Contract Documents. Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work. At the request of the District, Engineer will provide the following construction administration services:

1. Plan Review – Engineer’s field specialist(s) may coordinate with the engineers during the plan review process in order to provide input regarding the design.
2. Pre-Construction Meetings – The field specialist will attend pre-construction meetings held by the appropriate agencies, including the District, the Design Engineer, the Contractor, the reviewing agency and other interested parties. For developer plan review projects the field specialist will conduct the pre-construction meeting and will prepare and distribute meeting minutes.
3. Construction Observations / Reviews – The field specialist will perform periodic site visits to review progress and review construction for general compliance with the District’s Engineering Standards and the project plans and specifications.
4. Field Observation Reports – The field specialist will prepare field observation reports of the projects from construction commencement to completion, for all on-site observations during

performance of the project. Field Specialist will perform punch walks and prepare and distribute punch list(s) as required until the work is accepted.

5. Service Line Reviews / Observations – Perform field observations of new service line installations at the request of the District. Coordinate field meet time with contractor, observe and record dimensions, sizes, and location of new service or service repair. Provide service line observation reports to District.
6. Facility Testing – Engineer will observe and witness any facility testing required by the District, in accordance with the District’s Engineering Standards and other agency requirements. The field specialist will document all testing observed. The responsibility for successful testing of facilities is the Contractors.
7. Record Drawing Review – Engineer will coordinate obtaining record drawings from the design engineer at the completion of the project. Final record drawings will be transmitted to the District for their records and a duplicate electronic file will be retained by Kennedy Jenks.
8. Probationary Conveyance and Acceptance Form – If requested, Engineer will coordinate the preparation and completion of the probationary Conveyance and Acceptance forms, including appropriate signatures for the start of the probation period for the acceptance of facilities constructed by others to be conveyed to the District.
9. Final Conveyance and Acceptance Form – If requested, Engineer will coordinate the preparation and completion of the final Conveyance and Acceptance forms, including appropriate signatures for final acceptance of facilities constructed by others to be conveyed to the District.
10. Emergencies and Maintenance – On an as-requested basis, Engineer’s field staff will be available for consultation regarding appropriate action in the event of emergencies or routine maintenance.

SPECIAL PROJECT SERVICES

Special projects include engineering involvements outside of the general engineering, consulting, and construction administration services identified above which are referred to as general engineering services. Examples of special projects include specific analysis reports, hydraulic modeling, mapping, master planning, opinion of cost estimating, design, bidding coordination, construction management for new facilities, as well as infrastructure rehabilitation.

Generally, a separate engineering agreement, including a unique project scope, budget and schedule, will be prepared for each special project. There are, however, situations where the District may direct Engineer to undertake these projects without a separate engineering agreement. In these cases, the work will be performed on an hourly basis in accordance with the standard billable rates as shown on Exhibit B.

Client:

Contract/Proposal Date:

Standard Conditions

1 August 2021

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said sixty (60) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within sixty (60) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee and \$1,000,000 policy limit for bodily injury by disease. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1,000,000 on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1,000,000 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any Opinion of Probable Construction Cost furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California or any applicable state Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's or any applicable state Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

Standard Conditions (Page 2)

1 August 2021

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC DATA.** Documents provided by CONSULTANT in electronic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by laws to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.
19. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic (including without limitation .pdf), email or facsimile signatures of this Agreement shall have the same force and effect as original signatures. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this Agreement.



AMENDMENT 1:

- The parties agree to extend the Contract Term by a calendar year, or until Dec 31st, 2024.
- This page to replace Exhibit A to Agreement

Level Engineering

2024 Professional Services Rates Sheet

The below list summarizes our 2024 hourly billing rates for our Professional Services. These billing rates are subject to annual updates, and we encourage you to contact our office for our current rates.

<u>Description</u>	<u>Hourly Rate</u>
Design Engineer	\$145
Field Engineer	\$155
GIS Engineer	\$150
Project Engineer	\$175
Project Manager	\$185
Senior Engineer	\$195
Senior Project Manager	\$205
Principle Engineer	\$225
Design Technician / Drafter	\$125
Accounting	\$95
Administrative Assistant	\$65

OTHER REIMBURSABLE SERVICES

The rates above do not include reimbursable expenses or additional charges which may be incurred for sub-consultation services. Non-labor expenses (food, lodging, etc.) will be billed at cost. Mileage will be billed at \$0.625/mile or the latest federal mileage rate. Reimbursables services, including subcontractors, will be billed at cost plus +20% minimum.

To acknowledge and approve this amendment, please have an authorized representative of the District sign below:

Name: _____

Date: _____

Signature: _____



Attorneys and Counselors at Law

Donald M. Ostrander
Richard F. Rodriguez
Austin Hamre
Steven Louis-Prescott

Emily N. Ostrander

188 Inverness Drive West, Suite 430
Englewood, Colorado 80112-5204
Telephone: (303) 779-0200
Telefax: (303) 779-3662
mail@hroplaw.com
www.hroplaw.com

Special Counsel
Teri L. Pettitt, LLC
Stephanie M. Ceccato, LLC
Spector Law, LLC
Rubinstein Law, LLC
Joshua R. Kruger, Ltd.
Alyson Scott Law, LLC

September 5, 2023

Via Email

To: nathan@cpnmd.org
No Original to Follow

Nathan J. Travis
District Manager
Castle Pines North Metropolitan District
7404 Yorkshire Dr.
Castle Pines, CO 80108

RE: HROP Hourly Rates

Dear Nathan:

As we discussed briefly when we met on August 24th, our hourly rates have always been below market for water rights attorneys in the Denver metro area; to some degree that is intentional. We pride ourselves on providing high quality work at reasonable rates. However, our rates have not kept up with inflation for quite some time. In January of 2014, the rate for shareholders in the firm went to \$200 per hour; it was raised to \$220 per hour in January of 2018, and has not been adjusted since that time. This is partly due to the fact that for the last few years it appeared CPN was almost to the point at which it would no longer need representation on water rights matters. It now appears that CPN may need advice and counsel on water matters for at least a year or two longer.

Approximately a year ago I checked with a few water attorney colleagues and found that for firms in the metro area the focus on water rights, hourly rates were generally \$300 per hour or higher. For large firms with a water practice they are higher still. At that time I also looked into the change in the Producer Price Index (services rather than goods represented by the CPI) and found that from January 2013 to January 2022, the index for legal services had risen by twenty six percent (see attached table). An increase of twenty six percent puts us at \$280 per hour, still

well below the Denver Metro market rate of a year ago. We appreciate the opportunity to provide counsel to CPN on its water rights and planning for its water future.

Sincerely,

HAMRE, RODRIGUEZ, OSTRANDER & PRESCOTT, P.C.

/s/ *Austin Hamre*

Austin Hamre
ahamre@hroplaw.com



**SCHEDULE OF HOURLY RATES AND EXPENSES
EFFECTIVE JANUARY 1, 2024**

CLASSIFICATION

Principal Hydrologist	\$240.00
Project Manager	\$175.00
Project Hydrologist, Geologist or Engineer	\$145.00
Staff Hydrologist, Geologist or Engineer	\$110.00
GIS Analyst	\$110.00
Geologist I/Hydrologist I	\$100.00
Field Technician	\$90.00
Administration	\$80.00
Expert Witness	\$285.00

OTHER CHARGES

JWC EQUIPMENT AND MATERIAL: Use of equipment owned by JWC will be invoiced at fixed unit rates. A summary of these rates will be provided upon request.

PROJECT SUPPLIES AND SPECIALTY EQUIPMENT: All project related expenses, material costs, field supplies, freight and shipping, telephone, reproductions and the costs associated with the rental of specialized equipment will be charged at cost plus 15%.

Project mileage will be billed accordingly.

The above rates are effective through December 2024.