

AGREEMENT REGARDING  
ENGINEERING CONSULTANT SERVICES

Agreement No. \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between SOUTHEAST METRO STORMWATER AUTHORITY acting by and through SEMSWA WATER ACTIVITY ENTERPRISE (hereinafter called "SEMSWA WAE") and WRIGHT WATER ENGINEERS, INC., a professional engineering firm (hereinafter called "ENGINEER") and collectively known as PARTIES;

WITNESSETH:

WHEREAS, SEMSWA WAE's Board of Directors reviewed and authorized expenditures for the on-call review of technical submittals in the Arapahoe County Water and Wastewater Authority service area for the calendar year 2008 (Resolution No. \_\_\_\_, Series of 2007; and

WHEREAS, SEMSWA WAE has deemed it necessary to select a consultant to provide SEMSWA WAE with engineering consultation services within SEMSWA WAE boundaries (hereinafter called "PROJECT"); and

WHEREAS, SEMSWA WAE's Board of Directors has authorized the Executive Director to contract for those services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES agree as follows:

1. EMPLOYMENT OF ENGINEER

SEMSWA WAE shall engage ENGINEER and ENGINEER hereby agrees to perform the services hereinafter set forth.

2. PROJECT LIMITS

ENGINEER shall perform and/or supply all necessary Basic Engineering Design Services, Special Services and Construction Related Services as specified in this Agreement for individual projects on drainageways within the boundaries of SEMSWA WAE.

3. SCOPE OF SPECIAL SERVICES

ENGINEER, at SEMSWA WAE's request, shall provide Special Services as follows: As described in Attachment A.

4. BASIS OF PAYMENT

SEMSWA WAE agrees to compensate ENGINEER for engineering consulting services authorized by SEMSWA WAE in writing and performed on an actual hourly and materials basis in accordance with the General Schedule of Rates attached hereto as Exhibit B, dated 2008. The General Schedule of Rates shall be binding until December 31, 2008.

5. METHOD OF PAYMENT

SEMSWA WAE shall make payment for services accepted and completed in the preceding pay period based on the submittal of a statement from ENGINEER referencing each amendment(s)

issued under this Agreement. ENGINEER shall keep work and cost records that shall permit easy comparison with work performed as specified in each billing. If billings are received by the 25<sup>th</sup> of the month, payment shall be by the 25<sup>th</sup> of the following month.

6. PERSONNEL

A. All of the services required hereunder, except where specified, shall be performed by ENGINEER's personnel or ENGINEER's subcontractors and all personnel engaged in the services shall be fully qualified and shall be authorized under applicable state or local law to perform such services.

B. None of the services covered by this Agreement, except where specified, shall be subcontracted without the prior approval of SEMSWA WAE.

7. DIRECTION OF EFFORT AND COORDINATION

Notwithstanding any of the provisions of this Agreement, the Executive Director of SEMSWA WAE shall be the only individual authorized to redirect the effort or in any way amend or modify the terms of this Agreement. SEMSWA WAE may appoint a Project Director who shall represent the Executive Director in matters related to PROJECT. All such redirection shall be transmitted in writing and directed to ENGINEER's Project Manager, and shall be subject to the provisions of Paragraph 11.

8. OWNERSHIP OF DATA

Ownership, in paper and electronic form, of all data; maps; drawings; details, documents; special software; spreadsheets and templates; photographs; and information collected, acquired, developed, and documented under this Agreement (hereinafter called "DATA") shall be vested with SEMSWA WAE. ENGINEER may retain a record copy of such DATA. Should SEMSWA WAE see fit to make use of DATA assembled under this Agreement for a use not included under the scope of this Agreement, SEMSWA WAE shall assume all liability for such use and ENGINEER shall not make claims of liability against SEMSWA WAE for such use.

9. DURATION OF AGREEMENT

The duration of this Agreement shall be from date of execution of this Agreement through December 31, 2008, unless changed by amendment(s) to this Agreement.

10. TERMINATION OF AGREEMENT

This Agreement may be terminated by SEMSWA WAE and/or ENGINEER upon seven (7) days' written notice. In the event of termination, ENGINEER shall be paid for services performed to termination date as determined by SEMSWA WAE. This payment shall be full satisfaction of all obligations to ENGINEER under this Agreement.

All DATA shall be surrendered to SEMSWA WAE by ENGINEER before payment is made.

11. CHANGES IN AGREEMENT

SEMSWA WAE may request changes in the scope of services of ENGINEER. Such changes, including any increase or decrease in the amount of ENGINEER's compensation and/or time of

performance, which are mutually agreed upon by and among PARTIES shall be incorporated in written amendments to this Agreement.

12. INSURANCE

During the performance of the work defined by this Agreement, ENGINEER, acting as an independent contractor, shall be solely responsible for procuring and keeping in full force and effect the insurance listed below:

Insurance	Minimum Limits
A. Commercial General Liability	\$1,000,000 each occurrence and in the aggregate in combined single limit coverage for bodily injury and property damage
B. Professional Liability	\$1,000,000 each claim and in the aggregate
C. Automobile Liability	\$600,000 each occurrence in combined single limit coverage for bodily injury and property damage
D. Workers' Compensation	
1. Workers' Compensation	statutory limits required by law
2. Employer's Liability	statutory limits required by law

The limits of coverage listed above are as required by SEMSWA WAE. ENGINEER shall evaluate individual needs regarding higher levels of insurance.

Except for Professional Liability insurance, each type of insurance procured by ENGINEER shall provide coverage for all claims arising out of, or in connection with, any operations, work, or services performed under this Agreement by ENGINEER, ENGINEER's employees, subconsultants, subcontractors, agents, or representatives. ENGINEER's Professional Liability insurance shall provide coverage for claims arising out of the negligent acts, errors and omissions of ENGINEER in the performance of services under this Agreement. ENGINEER may elect not to provide the above-specified coverage for the subconsultants or subcontractors. In that event, ENGINEER shall require that the subconsultants or subcontractors procure and maintain the same insurance coverage as set forth above.

SEMSWA WAE shall be listed as "additionally insured" on all commercial liability insurance policy/certificates and all automobile liability insurance policy/certificates.

Certificates of Insurance showing ENGINEER is carrying the above-described insurance shall be provided to SEMSWA WAE at the time of execution of this Agreement. As necessary, certificates of insurance showing the subconsultants and subcontractors are carrying the above described insurance shall be provided to SEMSWA WAE within ten (10) days of beginning work by the subconsultant or subcontractor pertaining to this Agreement. All the certificates of insurance shall include language stating that, should the insurance policy be canceled before its expiration date, the insurance company shall provide thirty (30) days written notice to SEMSWA WAE. The costs of insurance shall be considered a part of the overhead costs of ENGINEER.

13. INDEMNIFICATION

ENGINEER shall indemnify and save SEMSWA WAE harmless from and against claims, demands, liabilities, damages, suits, actions, or causes of action including reasonable attorney's fees and costs which may be brought or asserted against any or all of the above named on account of, by reason of, or caused by the negligent acts, errors, or omissions in the performance of the work under this Agreement by ENGINEER, ENGINEER's employees, subconsultants, subcontractors, agents, or representatives together with any liability accrued by any or all of the above-named on account thereof.

14. ASSIGNABILITY

This Agreement is for the expert professional services of the personnel of ENGINEER, and is not assignable, save and except with the consent of SEMSWA WAE, who may withhold consent at its option with or without cause.

15. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Arapahoe, State of Colorado.

16. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, ENGINEER agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder. ENGINEER shall provide a list of subcontractors and which of those subcontractors are Disadvantaged Business Enterprises (DBE) and the basis for determining or defining the subcontractor as a DBE. The list shall be submitted prior to final payment.

17. OTHER PROVISIONS

PARTIES also agree to the terms and provisions contained in the following documents which are made a part of this Agreement:

- A. Attachment A, Scope of Services
- B. Exhibit B, 2008 Schedule of Hourly Rates
- C. Special Conditions, Illegal Aliens

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first written above.

WRIGHT WATER ENGINEERS, INC.

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

SOUTHEAST METRO STORMWATER  
AUTHORITY acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

(SEAL)

By \_\_\_\_\_

ATTEST:

Title Executive Director \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_



**Wright Water Engineers, Inc.**

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## **ATTACHMENT A**

The scope of services to be provided under this agreement are as follows:

1. Perform consulting engineering review of technical submittals to SEMSWA WAE, as requested by SEMSWA staff.
2. Attend meetings, as requested by SEMSWA staff.
3. Other tasks can be performed as needed and will require their own scope, schedule, and fee.

The above scope of services will be performed at the hourly labor rates plus expenses, as shown on Exhibit B.

**EXHIBIT B**  
**WRIGHT WATER ENGINEERS, INC.**  
**2008 SCHEDULE OF HOURLY RATES**  
**FOR SEMSWA**

<b>PERSONNEL</b>	<b>RATE PER HOUR</b>
SENIOR CONSULTANT/PRINCIPAL	\$163
SENIOR PROJECT ENGINEER/SCIENTIST	\$135
SENIOR ENGINEERING/SCIENTIST PROFESSIONAL	\$122
ENGINEERING/SCIENTIST PROFESSIONAL I	\$116
ENGINEERING/SPECIALIST	\$100
ENGINEERING/SCIENTIST PROFESSIONAL II	\$93
ENGINEERING DESIGNER/PROFESSIONAL III	\$84
ENGINEERING TECHNICIAN I	\$76
ENGINEERING TECHNICIAN II	\$69
ENGINEERING TECHNICIAN III	\$66
ENGINEERING TECHNICIAN IV	\$55
ENGINEERING TECHNICIAN V	\$47
◆ Automobile at 60 cents per mile	
◆ Four-wheel drive/Pick up truck vehicle at 70 cents per mile	
<i>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.</i>	