

AGREEMENT FOR CONSULTING SERVICES
FOR
CHERRY CREEK BASIN WATER QUALITY AUTHORITY

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2024 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 P.O. Box 3166 Centennial, Colorado 80161, and **LOEWEN ENGINEERING INC.**, a Colorado corporation (“Consultant”), whose address is 7388 South Revere Parkway, Suite 601, Centennial, Colorado 80112, phone number 303-931-8726. Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority was established for the purpose of preserving and protecting the water quality in the Cherry Creek Reservoir and the Cherry Creek Watershed; and

WHEREAS, in furtherance of its purpose, the Authority has retained and continues to retain, from time to time, numerous technical consultants; and

WHEREAS, Authority is in need of professional engineering services to assist the Authority in implementing and monitoring its Pollution Abatement Projects Program and to provide such other services and assistance as more particularly set forth in the Scope of Services as attached hereto; and

WHEREAS, Consultant has performed similar services for Authority in prior years and represents that it has the personnel and expertise to perform the services Authority desires during 2024.

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

1. **Scope of Services.** Consultant agrees to provide services to the Authority, consisting of four (4) tasks (“Tasks”) in accordance with and as more particularly described in the Scope of Services, attached as **Exhibit A** (consisting of one page) and the attached **Exhibit C** (consisting of two pages), both of which are incorporated herein by this reference, together with all labor and materials, if any, necessary therefore (collectively the “Services”). The Services will be performed in accordance with this Agreement and the Scope of Services; provided, however, that in the event of a conflict between the terms and provisions of the Scope of Services and the text of this Agreement, the text of this Agreement shall control. Notwithstanding any other provision contained herein to the contrary, the Services identified in the Scope of Services as optional (“Optional Services” or “TBD Services”) will be performed only if authorized in writing by the Executive Committee.

2. **Notice to Proceed.** As of the effective date of this Agreement and provided Authority has received satisfactory Certificates of Insurance as required by paragraph 15 below,

Consultant is hereby authorized to provide the Services as more particularly set forth in the Scope of Services.

3. **Completion Date.** Consultant shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the Services to be completed in accordance with the deadlines established herein. At any time during the Term of this Agreement, Authority may request, and Consultant shall, within twenty (20) days of such request, submit for Authority's approval a written schedule for the completion of all or any portion of the Tasks which comprise the Services. Unless delayed by acts or the failure to act of Authority, or other causes beyond the control of Consultant, and without extending any deadline established elsewhere in this Agreement, the Scope of Services, or otherwise, all Services required by this Agreement shall be entirely and completely completed to Authority's satisfaction, and all deliverables, if any, as set forth in the Scope of Services shall be delivered to Authority, no later than December 31, 2024.

4. **Responsibility for Services.** The Authority shall not supervise the work of Consultant or instruct the Consultant on how to perform Services. Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all work, reports and other Services rendered, whether such work is performed directly by Consultant or by any subconsultant or subcontractor hired by Consultant and approved by Authority in accordance with Paragraph 11 below. Without additional compensation and without limiting Authority's remedies, Consultant shall promptly remedy and correct any errors, omissions, or other deficiencies in the Services. Consultant agrees that all Services provided under this Agreement shall be performed with competence, and in accordance with the standard of care of Consultant's profession prevailing in Colorado.

5. **Compensation.** Authority will compensate Consultant for Services performed at the rates set forth on **Exhibit B** (consisting of one page) as attached hereto and incorporated herein by this reference up to the limit per Task as set forth on **Exhibit A** and will reimburse Consultant for mileage in accordance with the applicable IRS rate. The total compensation that Consultant may receive under this Agreement for Services performed, excluding Optional Services, shall not exceed \$127,591 without the Authority's prior express written consent.

Consultant has projected the total number of man hours required to perform each of the Tasks which comprise the Scope of Services. Said projection is included on **Exhibit A**. The hours allocated for each Task is an estimate and Consultant may be over or under the estimated number of hours per Task by as much as fifteen percent (15%).

5.1 **Optional Services.** Notwithstanding any other provision contained herein to the contrary, Consultant shall not perform all or any of the Optional Services or TBD Services unless and until expressly authorized to do so in writing by the Authority's Executive Committee; provided further that the total compensation that Consultant shall receive for the Optional Services shall under no circumstances exceed \$34,859.50 without the Authority's prior written consent. If all of the Optional Services are authorized by the Authority and performed by Consultant, the total compensation to Consultant under this Agreement shall not exceed \$162,852.50.

5.2 **No Additional Compensation.** The compensation to be paid Consultant under this Agreement is entire and complete and includes any and all reimbursable costs, such as photocopying, mileage, and other reimbursable costs, unless reimbursement is expressly requested by Consultant in advance of incurring such costs and agreed to in writing by the Authority. Any and all subconsultants employed by Consultant shall be paid for by Consultant at Consultant's costs without any additional mark-ups or add-ons whatsoever. It is understood and agreed that Consultant will not contract with retain any sub-consultants without the prior written approval of Authority.

If Consultant is requested to perform any work not expressly described in the Scope of Services, or that will cause the estimated time to perform any Task described in the Scope of Services to be increased above what is currently contemplated, Consultant shall immediately notify Authority in writing and will not perform such work until authorized to do so in writing by Authority's representative.

6. **Method of Payment.** Consultant shall provide an invoice each month for the Services completed through the last day of the preceding month. 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. Each invoice submitted by Consultant shall constitute a representation to Authority that the Services are completed to the point as represented in the billing invoice. Unless Consultant does not properly perform the Services, invoices will be paid within thirty (30) days after receipt. Authority shall have the right to refuse to pay all or a 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.

7. **Records and Audits.** Consultant shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all work, purchases, Services and billings under this Agreement. Consultant shall make available for audit and reproduction by Authority all records, in whatever form, related to the Services. Consultant shall provide such availability during the term of this Agreement and for two (2) years after final payment. Consultant shall refund to Authority any charges determined by Authority's audit to be inconsistent with this Agreement.

8. **Changes in Services.** Authority and, in particular, the Authority's Manager shall have the right to order additions, deletions or changes in the Services at any time and for any reason, but especially for purposes of improving coordination between the Authority's consultants and eliminating the duplication of Services. Requests for material changes in the Services may be made by Authority's representative, orally or writing; provided, however, that oral requests shall be confirmed by a written request within 10 days after the oral request. If the Authority directs the Consultant to proceed with any material change, Consultant shall be paid for the change as agreed to by the Parties.

9. **Confidentiality of Information.** Except as required by law, or as is necessary for the performance of the Services, Consultant shall retain in strictest confidence all information furnished by Authority and the results of any reports or studies conducted as a result of this

Agreement, along with all supporting work papers and any other substantiating documents. Consultant shall not disclose such information to others without the prior written consent of Authority's representative. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that: (i) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees; (ii) was available to Consultant on a non-confidential basis prior to its disclosure by Authority; and (iii) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

10. **Ownership of Work Product and Documents.** All documents of whatsoever kind or nature, including but not limited to all printed material and electronic documents produced as a result of the Services performed under this Agreement, shall be the sole property of the Authority after payment to Consultant, and may not be used, sold, or disposed of in any manner without the prior written approval of the Authority's representative. All documents applicable to each Task identified in the Scope of Services shall be delivered and turned over to Authority as and when such Task is completed. Under no circumstance shall any printed or electronic material or other documents produced as a result of the Services performed under this Agreement be retained by Consultant from and after the date Consultant has been paid in full all monies due Consultant hereunder. Consultant may retain one copy of all documents prepared under this Agreement for its records, but such documents may not be used by Consultant for any non-Authority projects without Authority's prior written consent, which may be withheld for any reason. Any un-authorized re-use of Consultant's Instruments of Service by Authority will be at its sole risk and without any liability to the Consultant.

11. **Approval of Subconsultants.** Consultant shall not employ any subconsultant or subcontractor without the prior written approval of the Authority's Executive Committee. Consultant shall be responsible for the coordination, accuracy and completeness of all Services in accordance with generally accepted engineering principles and practices, regardless of whether the Services are performed by Consultants or one or more subconsultants. Consultant shall endeavor to bind each of its approved subconsultants or approved subcontractors, if any, to the terms of this Agreement. In the event that a subconsultant is unwilling or unable to comply with any term or provision of this Agreement, Consultant will inform Authority of the specific term or provision at issue. Authority may accept the lack of compliance to the terms of this Agreement on the part of the subconsultant or may request that a different subconsultant be retained. This Agreement may be terminated by Authority if subcontracted by Consultant without the express written consent of Authority's representative.

12. **Independent Contractor.** Nothing herein contained shall be construed to make Consultant an agent or employee of the Authority for any purpose. Consultant shall, in all respects, be an independent contractor to the Authority in its performance of the Services. Consultant and its employees and subconsultants, if any, shall in no way represent themselves to third parties as agents or employees of the Authority in performance of the Services.

13. **Unemployment Insurance or Workers' Compensation Benefits.** Consultant agrees that it is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Services for Authority. Consultant shall provide workers'

compensation and unemployment insurance benefits for its employees and/or subconsultants as required by law.

14. **Payment of Taxes.** Consultant is solely liable for any federal, state and local income and withholding taxes, unemployment taxes, FICA taxes and workers' compensation payments and premiums applicable to the performance of the Services under this Agreement. Consultant shall indemnify Authority for any liability resulting from nonpayment of such taxes and sums.

15. **Insurance.** Except as otherwise expressly stated in this Agreement, Consultant and each subconsultant shall maintain in full force and effect during the term of this Agreement the following insurance coverage:

(a) **Workers' Compensation.** Consultant and each approved subconsultant, if any, 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.

(b) **Commercial General Liability Insurance.** Consultant and each approved subconsultant and each approved subcontractor, if any, shall carry Commercial General Liability Insurance, in an aggregate amount of not less than One Million One Hundred Thousand Dollars (\$1,100,000), which shall include blanket contractual liability coverage.

(c) **Automobile Liability Insurance.** Consultant and each approved subconsultant and each approved subcontractor shall carry automobile liability insurance in an aggregate amount of not less than One Million One Hundred Thousand Dollars (\$1,100,000), to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement.

Professional Liability Insurance. Consultant shall carry Professional Liability Insurance in an aggregate of not less than Five Hundred Thousand Dollars (\$500,000).

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 coverage required. The required General Liability and Automobile Policies shall: (1) name Authority as an additional insured for coverages only, with no premium payment obligation; and (2) provide a cross-liability/severability of interest clause. Consultant and each subconsultant shall provide Certificates of Insurance (and renewals thereof) in a form acceptable to the Authority, identifying this Agreement, and demonstrating that required coverages have been obtained. Consultant shall not allow any subconsultant, agent or employee to commence work until appropriate Certificates of Insurance have been obtained and approved by Authority. The coverages specified in the Certificates of Insurance shall not be terminated without providing at least thirty (30) days prior written notice to Authority. If coverage is reduced for any reason, the covered entity, be it Consultant or any subconsultant, shall immediately so notify Authority in writing of the effective date and amount of reduction.

16. **Compliance with Laws.** 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.

17. **Communication.** It is understood by Authority and Consultant that successful progress under this Agreement requires frequent, concise and documented communication between the Parties' representatives. Authority hereby designates each member of its Executive Committee, or such other person as the Authority may from time-to-time designate in writing, as its representatives who individually shall each be able to give information to and receive information from Consultant. Authority may change its designated representatives or name additional Authority representatives.

Consultant hereby names Elysa Loewen as its representative who will give information to and receive information from Authority. Consultant may change its designated representative only with the prior written approval of Authority. Each designated representative shall have full authority to not only accept and receive information, but also to accept notices, give approvals, and to fully represent their respective Parties for all purposes under this agreement.

18. **Liability.** Consultant agrees to pay any damages and costs for any liability or claim of whatsoever nature arising out of this Agreement, to the extent caused by the negligent or wrongful act or omission of the Consultant, its subconsultants, or Consultant's and subconsultants' officers, agents or employees. This Paragraph 18 shall survive termination of this Agreement.

19. **Acceptance Not a Waiver.** Authority's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or material shall not in any way relieve Consultant of responsibility for the performing the Services in accordance with generally acceptable engineering principles and practices. Authority's approval or acceptance of, or payment for, the Services shall not be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

20. **Termination or Suspension.** Authority reserves the exclusive right to terminate or suspend all or a portion of the Services under this Agreement by giving ten (10) days prior written notice to Consultant. If any portion of the work shall be terminated or suspended, Authority shall pay Consultant equitably for all Services properly performed pursuant to this Agreement. If the work is suspended and Consultant is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement shall be considered terminated. Upon termination, Consultant shall immediately deliver to Authority any documents then in existence that have been prepared by Consultant pursuant to this Agreement.

In addition to the foregoing, Authority may terminate this Agreement at any time and for any reason or no reason upon ten (10) days advance written notice to Consultant. If Authority terminates the Agreement Consultant shall be paid for the Services performed to the date of termination.

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.

21. **Term.** Unless terminated sooner in accordance with the provisions of paragraph 20 above, this Agreement shall remain in effect until the Services are fully performed, at which time the Agreement shall terminate and be of no further force and effect, except as to those provisions which expressly survive termination, including but not limited to Paragraph 18. Notwithstanding the foregoing, it is anticipated that the Services will be fully performed on or before December 31, 2024, and that the Authority shall have no obligation to make payments to Consultant for Services performed after December 31, 2024.

22. **Default.** Every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either party shall fail or refuse to perform according to the material terms of this Agreement, such party may be declared in default by the other party by a written notice.

23. **Severability.** If any provision of this Agreement is found to be invalid by any court of competent jurisdiction, such finding shall not affect the validity of the remainder of the Agreement.

24. **Remedies.** In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days from receipt of written notice of such default within which to correct, or commence correcting, the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (i) terminate this Agreement and seek damages; (ii) treat the Agreement as continuing and require specific performance; or (iii) avail itself of any other remedy at law or in equity. In the event Consultant fails or neglects to perform the Services in accordance with this Agreement, Authority may elect to correct such deficiencies and Consultant shall be obligated to pay for the full cost of the corrections.

25. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement including, but not limited to, acts of God, flood, fire, pandemic, war or public enemy, failure of Authority to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and faulty performance or nonperformance by Authority, Authority's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

26. **Assignment and Subconsultants.** Consultant may not assign this Agreement or any right or liability or enter into any subcontract or amend any subcontract without prior written consent of Authority's representative.

27. **Successors and Assigns.** Subject to the provisions of Paragraph 26 above, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

28. **No Third-Party Beneficiaries.** This Agreement is intended to benefit only the Parties, and neither subconsultants nor suppliers of Consultant, nor any other person or entity is intended by the Parties to be a third-party beneficiary of this Agreement.

29. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

30. **No Multiple Fiscal Year Obligation.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt, or other multiple year financial obligation whatsoever of Authority within the meaning of any constitutional or statutory debt limitation provision, including, without limitation, Article 11, §§ 1, 2 and 6, and Article 10, § 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the Authority to make any payments beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of monies of the Authority, nor shall any provision of this Agreement restrict or limit the discretion of the Authority in the budgeting and appropriation of its funds.

31. **Notice.** All notices required or given under this Agreement shall be in writing and shall be effective: (i) when delivered personally to the other Parties; or (ii) seven days after being deposited in the United States Mail, first class postage prepaid, properly addressed as follows; or (iii) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission.

If to Consultant:

Loewen Engineering, Inc.
Attn: Elysa Loewen
P.O. Box 5535
Greenwood Village, Colorado 80155

If to Authority:

Cherry Creek Basin Water Quality Authority
c/o: Executive Committee
P.O. Box 3166
Centennial, Colorado 80161

With a copy to:

Timothy J. Flynn
Collins Cole Flynn Winn & Ulmer, PLLC
165 S. Union Boulevard, Suite 785
Lakewood, Colorado 80228

or such other persons or addressees as the parties may designate in writing.

32. **Governmental Immunity.** The parties understand and agree that Authority is relying upon, has not waived, the monetary limitations of \$424,000 per person, \$1,195,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq. C.R.S., as the same now exists or may hereafter be amended from time to time.

33. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Authority and Consultant and, this Agreement replaces all prior written or oral agreements and understandings between the Parties. This Agreement may be altered, amended or repealed only by a written instrument duly executed by the Parties.

34. **Effective Date.** Upon execution by both Parties, this Agreement shall be effective as of the date first above written.

IN WITNESS WHEREOF, the Parties have executed this Agreement in triplicate originals as of the dates set forth below. This Agreement must have the signature of an authorized person of Consultant on all original copies.

AUTHORITY:
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:
LOEWEN ENGINEERING INC., a Colorado
corporation

By: _____
Elysa Loewen, PE,
Authorized Representative

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

EXHIBIT A: SCOPE AND FEE ESTIMATE



Project: Pollution Abatement Project Manager
Client/Owner: Cherry Creek Basin Water Quality Authority
Date: 1/4/2023

Principal/PAPM	Pro. Eng.	Engineer III	Engineer II	Engineer I
\$ 170.00 /hr	\$ 170.00 /hr	\$ 135.00 /hr	\$ 123.00 /hr	\$ 99.00 /hr
Hours	Hours	Hours	Hours	Hours

Task 100							
a. Meeting, Budgets, General Administration	175	33		10			\$ 36,590.00
Subtotal Hours	175	33	0	10	0		
Subtotal Fees	\$ 29,750.00	\$ 5,610.00	\$ -	\$ 1,230.00	\$ -		\$ 36,590.00
Task 200							
a. Annual Report Support	30						\$ 5,100.00
Subtotal Hours	30	0	0	0	0		
Subtotal Fees	\$ 5,100.00	\$ -	\$ -	\$ -	\$ -		\$ 5,100.00
Task 400 - Capital Improvement Projects							
a. East Shade Shelter Shoreline Stabilization Phase III	53	10		3			\$ 11,079.00
b. Lake Loop Shoreline Stabilization	58	11		3			\$ 12,099.00
c. Cherry Creek - Reservoir to Lake View Drive Alternatives Analysis	48	9		3			\$ 10,059.00
d. Lone Tree Creek in CCSP downstream of Pond (CCBWQA Only)							\$ -
e. Lone Tree Creek in CCSP upstream of Pond (Centennial Trail Portion)	45	9		2			\$ 9,426.00
f. Cherry Creek Stream Reclamation - Valley Country Club to Soccer Fields (Reaches 3 and 4, aka Arapahoe Road)	32	6		2			\$ 6,706.00
g. Piney Creek Reach 1 to 2 (SEMSWA)	45	9		2			\$ 9,426.00
h. Piney Creek Tower to Orchard (SEMSWA)	8						\$ 1,360.00
i. McMurdo Gulch Reclamation Priority 3 (Castle Rock)	22	4					\$ 4,420.00
j. Happy Canyon Creek at Jordan Road (SEMSWA)	47	9		2			\$ 9,766.00
k. Dove Creek U/S Pond D-1 to Chambers Rd (SEMSWA)	22	4					\$ 4,420.00
l. Cherry Creek at Dransfeldt	15	3					\$ 3,060.00
k. Cherry Creek upstream of Scott Road	20	4					\$ 4,080.00
Subtotal Hours	415	78		17	0		
Subtotal Fees	\$ 70,550.00	\$ 13,260.00		\$ 2,091.00	\$ -		\$ 85,901.00
Task TBD - Planning Projects							
a. Minor Tributaries Master Plan	40	10					\$ 8,500.00
Subtotal Hours	40	10		0	0		
Subtotal All Defined Tasks	660	121	0	27	0		\$ 136,091.00
Task TBD - Additional Scope							
a. 15% Contingency	75	24.5		21.5			\$ 19,559.50
b. Start up allowance	40						\$ 6,800.00
TOTAL HOURS	775	145.5		48.5			\$ 162,450.50
Additional Cost for Estimated Mileage reimbursement (Assume 50mi per month @ 2024 IRS reimbursement rate)				600 mi	\$ 0.67		\$ 402.00
TOTAL COST							\$ 162,852.50

EXHIBIT B



Loewen Engineering, Inc.

2024 FEE SCHEDULE

Principal	\$170.00/hour
Professional Engineer (P.E.)	\$170.00/hour
Engineer III (E.I.T)	\$135.00/hour
Engineer II (E.I.T.)	\$123.00/hour
Engineer I (E.I.T.)	\$99.00/hour
Intern	\$50.00/hour
Mileage Rate	Current IRS rate

Exhibit C: 2024 PAM Tasks and Estimated Hours

Tasks	Description	Type of Project/ Managed By	Status	Level of Effort	PAPM Hour Estimate	Notes Providing Basis for Estimated Hours Per Task
Task 100	Meeting, Budgets, General Administration				218	Meetings/Admin: Assume: 12*3 hours for Board, 12*3 hours for TAC, 50*1 hour weekly routine team coordination, 12*2 hours for monthly admin/invoice review. Annual Budget/CIP Preparation: 72 for CIP budget & budget support, including time to coordinate with partners and meet with management (60 hours) and TAC/Board Action Item Memos and meetings associated with Draft and Final (12 hours).
Task 200	Annual Report Support				30	Includes project completion reports and summaries for CCBWQA Annual Report.
Task 400	Capital Improvement Projects					
	Shoreline Projects					
	East Shade Shelter Shoreline Stabilization Phase III	CCBWQA/ CCBWQA	60% Design	CCBWQA led and driven project	66	CCBWQA led project. Tower Loop design to incorporate comments from value engineering (review 4 hours) then shelved for final design and construction at a later time. East Shade Shelters 60% design submittal (review 6 hours, including associated meeting) and 100% design submittal (review 4 hours including associated meeting). Coordination with CPW, USACOE, and RESPEC (12 hours). Construction/Bid Coordination (12 hours). TAC/Board Action Item Memos and meetings associated with construction (6 hours). 1/3 construction in 2024 (20 hours).
	Lake Loop Shoreline Stabilization	CCBWQA/ CCBWQA	Received Comments from USACOE	Scope and scale of project has changed from 2023 storms	72	Design adjustments due to erosion - manage update to plans, coordinate with CPW and USACOE, and review submittal (20 hours). Construction in 2024 - CCBWQA Contracting - no public bid/work order (4 hours), TAC/Board Action Item Memos and meetings authorizing construction (6 hours). 10 construction observations (30 hours). PRF summary report (6 hours). TAC/Board Action Item Memos and meetings associated with PRF summary report (6 hours).
	Stream Stabilization within State Park					
	Cherry Creek - Reservoir to Lake View Drive Alternatives Analysis	CCBWQA/ CCBWQA	Began Fall 2023	CCBWQA led and driven project	60	CCBWQA led project. 1/3 of Alternatives Analysis - Coordination with Muller, Arapco Open Space, Aurora, CPW, and MHFD (6 hours); Progress Meeting (3 hours); review alternatives (review 8 hours including associated meeting) and review report (4 hours); TAC/Board Action Item Memos and meetings (6 hours). All of preferred alternative selection - No Board action needed for award of Phase 2, Coordination (12 hours), review alternative (6 hours including associated meeting), Progress Meetings (9 hours), TAC/Board Action Item Memos and meetings (6 hours).
	Lone Tree Creek in CCSP downstream of Pond (CCBWQA Only)	CCBWQA/ CCBWQA	New	CCBWQA led and driven project	0	Moved CIP Funding to 2025
	Lone Tree Creek in CCSP upstream of Pond (Centennial Trail Portion)	Partner, Centennial led	Delayed but anticipated to begin in 2024	Partner project in CCSP that will be a PRF	56	Centennial led project but PRF for maintenance. Day to day Construction Management to be done by others. Coordination with CPW, Centennial, and Icon (8 hours). 12 construction meetings (36 hours). PRF summary report (6 hours). TAC/Board Action Item Memos and meetings associated with PRF summary report (6 hours).
	Stream Stabilization Upstream of Park					
	Cherry Creek Stream Reclamation - Valley Country Club to Soccer Fields (Reaches 3 and 4, aka Arapahoe Road)	Partner, MHFD led & SEMSWA	Consultant Selection in 2023		40	MHFD led project. IGA Amendment review and coordination (2 hours). TAC/Board Action Item Memos and meetings associated with IGA Amendment (6 hours). Preliminary Design only in 2024, Coordination with Arapco Open Space, Aurora, SEMSWA, and MHFD (6 hours). Progress Meetings (18 hours), Preliminary Design Submittal Review (8 hours including associated meeting)
	Piney Creek Reach 1 to 2 (SEMSWA)	Partner, SEMSWA led	Consultant Selection in 2023		56	SEMSWA led project. IGA Amendment review and coordination (2 hours). TAC/Board Action Item Memos and meetings associated with IGA Amendment (6 hours). Design only in 2024, Coordination with Arapco Open Space, CPW, and SEMSWA (12 hours). Progress Meetings (18 hours), 30% Submittal Review (8 hours including associated meeting), 60% submittal review (6 hours including associated meeting), 100% submittal review (4 hours including associated meeting).
	Piney Creek Tower to Orchard (SEMSWA)	Partner, SEMSWA led	New	Funding only, likely won't start design until 2025	8	SEMSWA led project. Funding only in 2024 - IGA Amendment review and coordination (2 hours). TAC/Board Action Item Memos and meetings associated with IGA Amendment (6 hours).
	McMurdo Gulch Reclamation Priority 3 (Castle Rock)	Partner, Castle Rock led	Wrapping up design in 2023	Funding in 2024. What is CCBWQA's involvement in construction?	26	Castle Rock led project, minimal work for CCBWQA during construction. IGA Amendment review and coordination (2 hours). TAC/Board Action Item Memos and meetings associated with IGA Amendment (6 hours). 2 construction visits (6 hours). PRF summary report (6 hours). TAC/Board Action Item Memos and meetings associated with PRF summary report (6 hours).
	Happy Canyon Creek at Jordan Road (SEMSWA)	Partner, SEMSWA led	Wrapping up alternatives phase	Includes sediment capture areas	58	SEMSWA led project. Final Design only in 2024 - IGA Amendment review and coordination (2 hours). TAC/Board Action Item Memos and meetings associated with IGA Amendment (6 hours). Coordination with Arapco Open Space, CPW, and SEMSWA (12 hours). Progress Meetings (18 hours), 30 % Submittal Review (8 hours including associated meeting), 60% submittal review (6 hours including associated meeting), 100% submittal review (4 hours including associated meeting).
	Dove Creek U/S Pond D-1 to Chambers Rd (SEMSWA)	Partner, SEMSWA led	Wrapping up design in 2023	Funded in 2024.	26	SEMSWA led project, minimal work for CCBWQA during construction. IGA Amendment review and coordination (2 hours). TAC/Board Action Item Memos and meetings associated with IGA Amendment (6 hours). 2 construction visits (6 hours). PRF summary report (6 hours). TAC/Board Action Item Memos and meetings associated with PRF summary report (6 hours).

Attachment 1. 2024 PAM Tasks and Estimated Hours

Tasks	Description	Type of Project/ Managed By	Status	Level of Effort	PAPM Hour Estimate	Notes Providing Basis for Estimated Hours Per Task
	Cherry Creek at Dransfeldt	Partner, MHFD led	Wrapping up design in 2023	Funded in 2024.	18	MHFD led project, minimal work for CCBWQA during construction. No funding anticipated in 2024. 2 construction visits (6 hours). PRF summary report (6 hours). TAC/Board Action Item Memos and meetings associated with PRF summary report (6 hours).
	Cherry Creek upstream of Scott Road	Partner, MHFD led	Wrapping up design in 2023	Funded in 2024.	24	MHFD led project, minimal work for CCBWQA during construction. No funding anticipated in 2024. 4 construction visits (12 hours). PRF summary report (6 hours). TAC/Board Action Item Memos and meetings associated with PRF summary report (6 hours).
Task (# TBD)	Planning Projects					
	Minor Tributaries Master Plan	MHFD led		MHFD-led.	50	1/4 of Cottonwood/Lone Tree/Windmill Creeks in CCSP MDP with SEMSWA and MHFD (in process, 10 hours); All of Sulphur, Sara, and Tallman Gulches with Parker and MHFD (new for 2024, 40 hours).
	Subtotal CIP & Planning Projects				560	
	Subtotal All Tasks				808	~39% FTE
	15% contingency (allowance for unscoped effort)				121	
	Total Hours				929	
	Start-up Allowance (first year)				40	First-year allowance to get up to speed.
	Total Hours for First Year				969	~47% FTE

Add expenses for mileage and other expenses as needed



TECHNICAL MEMORANDUM

Date: January 15, 2024
To: Cherry Creek Basin Water Quality Authority Board of Directors
Jane Clary, CCBWQA Technical Manager
From: Erin Stewart, LRE Water
Subject: WY 2023 Monitoring Report Draft

The draft of the WY 2023 Monitoring Report can be found at this link:

[WY 2023 Monitoring Report - DRAFT](#)

The Draft of the 2023 Monitoring Report is provided for general context and familiarity with the content and analysis that will be presented at the January 18, 2024 meeting.

Questions can be discussed following the January presentation to the Board, with additional opportunities for review and input at the February Board meeting. Acceptance of the information included in the draft attached will be requested at the March meeting so the WY 2023 monitoring data can be incorporated into the CCBWQA Annual Report on Activities.

Please note that some data and measurements normally collected under the monitoring program are unavailable for WY 2023 due to factors outside of the CCBWQA's control including damage to monitoring equipment, lost data due to excessive precipitation and associated flooding, and loss of the analytical specialist who provided the plankton data for Cherry Creek Reservoir.

Alternative calculations using the relative inflows of Cherry Creek and Cottonwood Creek and storage information from the USACE will be used and alternative analysis has been sought for the plankton data. This information will be provided with the amended report later in 2024 to update pollutant load-related information and plankton dynamics.

Once the additional analysis is completed, the draft will be amended and provided as a final draft for comprehensive review.