

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting
Agenda
August 14, 2023
4:00 PM at the Firestone Town Hall

- 1) Roll Call**
- 2) Consent Agenda**
 - a. Approval of July 10, 2023 Regular Meeting Minutes
- 3) Public Comment – Please limit comments to 3 minutes**
- 4) Colorado Department of Public Health and Environment Compliance 101 Presentation**
- 5) Action Items**
 - a. Payment of Bills
 - b. Review and Acceptance of Financials, if available
 - c. Adopt Resolution 2023-06 Approving Plummer Associates, Inc. On-Call Professional Engineering Services Agreement
- 6) Discussion Items**
 - a. 2024 Budget Schedule
 - b. WTP Controls Service and Support
- 7) Reports**
 - a. Ramey Environmental – Plant Operations
 - b. Water Treatment Plant Construction Update
 - c. Website Development/Hosting
 - d. Security System Proposal
- 8) Next Meeting**
 - a. September 11, 2023 at the Firestone Town Hall starting at 4:00 PM
- 9) Any Other of Business**
- 10) Adjournment**

Agenda Item 2

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting Regular Meeting
Minutes
July 10, 2023
4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday July 10, 2023, at 4:00 P.M. in the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado. Any director or consultant who was unable to physically attend the meeting could attend virtually.

The following Directors were in attendance, to wit:

Julie Svaldi (2026)	President	Present
Julie Pasillas (2024)	Vice-President	Present
Dave Lindsay (2024)	Secretary	Present
James Walker (2025)	Board Member	Present
Don Conyac (2025)	Treasurer	Present

Also, in attendance was Brad Eaton (Little Thompson Water District), Brett Gracely (Leonard Rice Engineers) and Wayne Ramey (Ramey Environmental).

Tim Flynn (Collins Cole Flynn Winn Ulmer), Scott Gattis (CorKat), Makeo Camense-Stevens (Verkada) and Lisa Sulmasy (Verkada) attended via Zoom.

A member of the public who is identified as Bobby Mathews also was present for the meeting.

Agenda Item 1:

A quorum having been established, the meeting was called to order by the Authority's Vice-President, Julie Pasillas at 4:02 P.M.

Agenda Item 2:

Director Lindsay reported that Julie Svaldi's term of office would have ended June 30, 2023. The Firestone Board of Trustees reappointed Julie to a new 3-year term at their meeting on June 21, 2023.

Director Lindsay administered the Oath of Office. After completing the oath, Director Svaldi presided over the remainder of the meeting. Attorney Flynn advised that Director Lindsay he could administer the Oath in his capacity as Secretary.

Director Lindsay reminded the Board that annually, the Board is supposed to appoint officers. There was no interest by the Board in changing the officers. They shall remain:

Julie Svaldi (2026)	President
Julie Pasillas (2024)	Vice-President
Dave Lindsay (2024)	Secretary
James Walker (2025)	Board Member
Don Conyac (2025)	Treasurer

Agenda Item 3:

Director Svaldi referred the Board to the meeting minutes for the June 12, 2023 Board meeting.

Motion to approve the minutes was made by Director Conyac, Second by Director Pasillas.

Motion passed unanimously by voice vote.

Agenda Item 4:

Bobby Matthews, a Firestone resident, gave public comment regarding the last tour of the water plant attended by the Board of Directors. Mr. Mathews said he was denied attendance and that it was not noticed as a meeting of the Board of Directors.

Agenda Item 5:

Director Lindsay reminded the Board of a discussion at the last meeting where he reported he started a discussion with a company that works with CorKat to provide integrated site security systems. Verkada is a site security systems platform manufacturer and supplier that works with regional partners like CorKat and can perform installations and provide integration of their systems into facility IT. Director Lindsay had previously noted a site security system would be needed to enhance the physical security measures that were part of the plant construction. His research into Verkada showed they were a newer company but with a notable client list.

Director Lindsay reported that he had shared site and building plans with Verkada to assist them in developing a proposal for the Authority. He had attended a site visit with CorKat to better review the site and discuss options for specific security measures the Authority would like to see. He will continue to work with them as they prepare their proposal. Director Lindsay also reminded the Board that Verkada's proposal is not binding. The Authority has not talked to any other security system providers and the Board could seek other proposals if they wish. Director Lindsay had started the discussion with Verkada because of their relationship with CorKat and is his belief that such a partnership could more easily and seamlessly facilitate integration into the IT system.

Director Lindsay introduced Makeo Camense-Stevens (Verkada) and Lisa Sulmasy (Verkada), who provided the Board with an approximately 20-minute presentation of their company and the services they provide.

At the conclusion of the presentation, Director Lindsay noted if the Board was still interested in seeing a proposal from the CorKat-Verkada team, they should be able to have that ready for the August meeting. Director Lindsay indicated there would be a public presentation but due to security concerns about the details of the system, there would also be an executive session presentation that would allow the team to show the Board the details of the system.

The Board directed Lindsay to proceed with development of the proposal and the August presentation.

Agenda Item 6a:

Director Lindsay directed the Board to the packet to a summary of current bills that were paid or are being processed for payment. He indicated that one of the bills was a reimbursement to him for some materials he purchased at Home Depot for the plant so he would be abstaining from the vote.

Motion to approve the payment of bills was made by Director Pasillas, Second by Director Svaldi.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
James Walker	X		
Julie Pasillas	X		
Julie Svaldi	X		
Don Conyac	X		
Dave Lindsay			X

Motion was passed.

Agenda Item 6b:

Director Lindsay directed the board to the packet to see the current Financials. He noted that the balance sheet was missing but that there was a current profit-loss statement and the budget to actual comparison.

Motion to approve acceptance of financials, was made by Director Conyac and Second by Director Lindsay.

Roll-Call Vote

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Dave Lindsay	X		
Julie Pasillas	X		
James Walker	X		
Julie Svaldi	X		
Don Conyac	X		

Motion passed unanimously by voice vote.

Agenda Item 7a:

Director Pasillas asked this item be tabled until a future meeting when the Firestone Town Manager could attend since it involves utilization of Town staff.

Agenda Item 7b:

Director Lindsay referred the Board to a DRAFT engineering on-call services agreement with Plummer Associates included in the packet. Plummer was the design engineer for the water plant and served as the construction engineer as well. The form of agreement is the Authority's, and he is still working with them on the exhibits that will be part of the final agreement. Plummer originally put together the budget for this last Fall in anticipation the plant would be completed in April or May. They are revisiting that budget given the shortened timeframe. He indicated he expected to have a final version ready for the Board to act on at the August meeting.

Attorney Flynn noted that the legislature had again changed the allowable language to be used in public contracts related to persons not eligible to legally work in the US. He will make the appropriate revisions to the form agreement.

Agenda Item 7c:

Director Lindsay reported to the Board in addition to recommending an on-call engineer for the water plant, he recommends the Authority secure the services of a plant systems controls and SCADA integration firm to help with any problems that may arise or to help with modification of the current system programming. He said he has a firm in mind that has direct experience with this water plant he would like to solicit a proposal from. The Board had no objections.

Agenda Item 8a:

Wayne Ramey with Ramey Environmental Compliance referred the Board to the monthly activity report included in the packet. He noted the plant had started delivering water to Firestone last month. He also noted this month's report has and future reports would have a table showing the production totals and water quality information measured at the plant for the previous month. There were no questions or comments from the Board.

Agenda Item 8b:

Director Lindsay reported that the construction at the water plant had not progressed much. The contractor had completed most of the punch list items they could perform with their own forces but the remaining items on the list need to be performed by their subcontractors, but they have not scheduled them for the work yet. IWS has demobilized their forces from the site. Firestone has also closed out the construction contract for the Deep Injection Well Pump Station. Their final items have been completed and the station was working well.

Agenda Item 8c:

Director Svaldi reported a new fillable CORA request form had been added to the site that will be automatically distributed to appropriate Directors and staff when submitted. Director Pasillas said she would work with the Firestone GIS staff to get a more recent aerial image for the website.

Agenda Item 9a:

Next Meeting will be August 14, 2023 at Firestone Town Hall, starting at 4:00 PM. No conflicts were reported by the Board.

Agenda Item 10:

Two items were brought up:

- 1) Director Lindsay reported that the CDPHE staff has a presentation available for Boards and the public to provide background on the testing and compliance the water plant is required to perform and submit. Nicholas Griffith with CDPHE is available to attend the August 14 meeting to provide the presentation. The Board asked that he be scheduled for the presentation.

- 2) Director Conyac informed the Board despite the allegations previously made by a member of the public; he does not have a conflict of interest. He has consulted with both the Firestone Town Attorney, Bill Hayashi, and with the Authority Attorney, Tim Flynn, and confirmed that he is not precluded from voting on matters involving both the Authority and the Town.

Agenda Item 11:

Motion to adjourn made by Director Conyac, Second by Director Lindsay.

Motion passed unanimously by voice vote.

Agenda Item 5(a)
Approval of Bills

CURRENT LIST OF BILLS

Black Hills Energy	\$27.57
Comcast	\$912.99
Collins Cole Flynn Winn Ulmer, PLLC	\$2,991.50
United Power (Injection Pump Station)	\$732.12
United Power (WTP)	\$8,375.50
DPC (chlorine cylinder rental)	\$40.00
Ramey (chemical tote handling)	\$961.25
Ramey (monthly operations)	\$11,055.80
St Vrain Sanitation District (quarterly)	\$1,116.48
USA BlueBook (chemical reagents)	\$73.37
Black Hills Energy (make up bill)	\$17,811.79

Agenda Item 5(c)

RESOLUTION 2023-06

ST. VRAIN WATER AUTHORITY

BOULDER, LARIMER, AND WELD COUNTIES, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING AN ON-CALL PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE ST. VRAIN WATER AUTHORITY AND PLUMMER ASSOCIATES, INC.

WHEREAS, the Board of Directors (“Board”) of the St. Vrain Water Authority (“Authority”) has the power and authority pursuant to its Establishing Agreement and C.R.S. 29-1-204.2 *et. seq.*, to enter into contracts and agreements effecting the affairs of the Authority; and

WHEREAS, the Authority will be operating a reverse osmosis water treatment plant, deep injection well, and related facilities (“Water Treatment Facilities”); and

WHEREAS, the Authority has requested and received a proposal from Plummer Associates, Inc., a Texas corporation (“Plummer Associates”) for on-call civil engineering services for the Water Treatment Facilities; and

WHEREAS, the Authority has been presented with an Agreement for On-Call Professional Engineering Services (“Agreement”) whereby Plummer Associates will provide the services in the Scope of Work attached to the Agreement which is acceptable to the Authority; and

WHEREAS, the Authority’s Board, after reviewing Plummer Associates proposal and the Agreement, desires to enter into the Agreement with Plummer Associates for the on-call professional engineering services for the Water Treatment Facilities.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the St. Vrain Water Authority that:

1. **Approval of Agreement.** The Agreement between the Authority and Plummer Associates in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s President and Secretary, or if one or both of them are unavailable, any other appropriate officer of the Authority is hereby authorized to execute the Agreement by and on behalf of the Authority.

PASSED, APPROVED AND ADOPTED this 14th day of August, 2023 by the Board of Directors of the St. Vrain Water Authority by a vote of _____ FOR and _____ AGAINST.

ST. VRAIN WATER AUTHORITY

By: _____
Julie Pasillas, Vice-President

Attest:

Dave Lindsay, Secretary

AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES (“Agreement”) is made and entered into this ___ day of _____, 2023, to be effective as of the ___ day of _____, 20__ (“Effective Date”), between the **ST. VRAIN WATER AUTHORITY**, a political subdivision of the State of Colorado (“Authority”), whose address is 9950 Park Avenue, Firestone, Colorado 80504 and **PLUMMER ASSOCIATES, INC.**, a Texas corporation, (“Contractor”), whose local address is 1221 Auraria Parkway, Denver, Colorado 80204. Authority and Contractor may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority was established for the purpose of developing potable water treatment systems and facilities that are capable of furnishing a potable water supply for the benefit of the Authority’s members, and their constituents, and end users; and

WHEREAS, in furtherance of that purpose, the Authority is in the process of acquiring and will thereafter operate a reverse osmosis water treatment plant, deep injection well, and related facilities (“Water Treatment Facilities”) having an initial capacity of treating up to 1.5 million gallons per day of water, and having the capability of being expanded in phases in future years to a water treatment capacity of 5 million gallons per day; and

WHEREAS, the Authority is in need of obtaining on-call civil engineering services for the Water Treatment Facilities (“Project”); and

WHEREAS, at the request of Authority, Contractor submitted a proposal for the Project; and

WHEREAS, Contractor represents that it has the personnel and expertise necessary to perform the Project in a competent and timely manner; and

WHEREAS, the Authority’s Board of Directors, after reviewing Contractor’s proposal dated July 20, 2023, and based upon the recommendation of its consultants, the Authority has decided to retain Contractor to perform the Project upon the terms and conditions set forth in this Agreement.

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

1. **Scope of Work.** Contractor shall perform the work, as more particularly described in **Exhibit A** (consisting of 2 pages) and incorporated herein by this reference (“Scope of Work”), together with all necessary labor, materials, scheduling, procurement, and related work and services as may be necessary and reasonably inferable from the Scope of Work to complete the totality of the obligations imposed upon Contractor by this Agreement (collectively the “Services” or the “Project”). The Scope of Work describes Services to be provided.

2. **Notice to Proceed.** As soon as practical, after Authority has received satisfactory certificates of insurance as required by paragraph 16 below, Authority shall issue a written Notice to Proceed to Contractor.

3. **Completion Date.** Contractor shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the authorized Services to be timely and promptly performed in accordance with the time periods contemplated or expressly provided for in the Scope of Work and in future Work Orders. At any time during the term of this Agreement, Authority may request, and Contractor shall, within twenty (20) days of such request, submit for Authority’s approval a written schedule for the completion of the work which comprises the Project. Unless delayed by acts or the failure to act of Authority or other causes beyond the control of Contractor, and without extending any deadline established elsewhere in this Agreement, all Services shall be completed to the Authority’s reasonable satisfaction and all deliverables that are a part of the Project shall be delivered to the Authority no later than the dates identified in specific Work Orders.

3.1 **Deliverables.** Without in any way limiting the deliverables as described in the Scope of Work, Contractor shall provide the Authority with an electronic and up to five (5) hard copies of all final product documents and reports prepared by Contractor pursuant to this Agreement. In addition, all deliverables shall comply with such reasonable requirements as the Authority may establish from time to time, provided those requirements are communicated in writing to Contractor as part of specific Work Orders.

4. **Responsibility for Services.** The Authority shall not supervise the work of Contractor or instruct Contractor on how to perform the Services. Contractor shall be fully responsible for the professional quality, technical accuracy, timely completion, and coordination of the Services including all work and reports that are a part thereof, whether such work is performed directly by Contractor or by any subcontractor hired by Contractor and approved by Authority in accordance with paragraph 12 below. Without entitling Contractor to additional compensation and without limiting Authority’s remedies, Contractor shall promptly remedy and correct any errors, omissions, or other deficiencies in the Services. Contractor warrants that all Services provided under this Agreement shall be performed with competence and in accordance with the standard of care of Contractor’s profession prevailing in Colorado.

5. **Compensation.** Authority shall compensate Contractor in accordance with Contractor's hourly rates and reimbursable costs as set forth on **Exhibit B** (consisting of 2 pages) as attached hereto and incorporated herein by this reference, which may be updated annually with approval of the Authority.

(a) Compensation for Services will be billed monthly to the Authority at the rates identified in **Exhibit B**.

(b) The compensation to be paid Contractor under this Agreement is entire and complete and includes any and all reimbursable and other costs as set forth, and only as set forth, on **Exhibit B**. Contractor further represents and agrees that except as set forth on **Exhibit B** the reimbursable costs to Contractor together with any approved subcontractor costs are at Contractor's actual cost and do not include any additional mark-up whatsoever. It is understood and agreed that Contractor will contract with and pay directly any and all approved subcontractors retained by Contractor for any Services or portion thereof provided under this Agreement.

(c) **Rates and Employee Categories.** **Exhibit B** sets forth the projected man hours for the work, and the hourly rates and category of Contractor's employees that are expected to perform the work under this Agreement. Contractor agrees that all labor performed hereunder shall be performed for an hourly rate and by the category of employee identified on **Exhibit B**, except that if any work is performed by an employee whose hourly rate is less than the rate described on **Exhibit B**, Authority shall be charged the lesser rate. Further, should any employee's job category or classification change during the term of this Agreement, that change shall not, in any way, affect or modify the employee's billing rate under this Agreement unless the billing rate has been reduced as a result of such job reclassification, in which case the reduced billing rate shall be applied for purposes of the invoices submitted to the Authority.

6. **Method of Payment.** Contractor shall provide an invoice no later than the tenth (10th) day of each month for 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. Contractor shall submit with each invoice such supporting documentation as Authority may reasonably request. Each invoice submitted by Contractor shall constitute a representation to Authority that the Services are completed to the point as represented in the billing invoice. Unless Contractor does not properly perform the Services, invoices will be paid within thirty (30) to forty-five (45) days after receipt. Authority shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. Authority may delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to Services covered in the invoice, or resolve a dispute with Contractor regarding an invoice.

7. **Conflict of Interest.** Contractor agrees that it shall not accept any employment during the term of this Agreement that creates a potential conflict of interest or compromises the effectiveness of Contractor or otherwise interferes with the ability of Contractor to perform the Services required by this Agreement.

8. **Records and Audits.** Contractor 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. Contractor shall make available for audit and reproduction by Authority all records, in whatever form, related to the Services. Contractor shall provide such availability during the term of this Agreement and for two (2) years after final payment. Contractor shall refund to Authority any charges determined by Authority's audit to be inconsistent with this Agreement.

9. **Confidentiality of Information.** Except as required by law or as is necessary for the performance of the Services, Contractor 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. Contractor shall not disclose such information to others without the prior written consent of Authority's representative. Notwithstanding the foregoing, Contractor 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 Contractor or its agents or employees; (ii) was available to Contractor on a non-confidential basis prior to its disclosure by Authority; and (iii) becomes available to Contractor from a third party who is not, to the knowledge of Contractor, bound to retain such information in confidence.

10. **Ownership of Work Product and Documents.** All printed materials and electronic documents produced as a result of the Services performed under this Agreement shall be the sole property of Authority after payment to Contractor and may not be used, sold or disposed of in any manner without prior written consent of Authority's representative. All documents applicable to the work identified in the Scope of Work shall be delivered and turned over to Authority as and when such work is completed; provided, however, that under no circumstances shall any printed or electronic material, or other documents produced as a result of the Services performed under this Agreement be retained by Contractor from and after the date Contractor has been paid in full all monies due Contractor hereunder. Notwithstanding the foregoing, Contractor may retain a copy of all printed material, electronic or other documents prepared under this Agreement.

11. **Changes in Services.** The Authority shall have the right to order non-material additions, deletions, or changes in the Services at any time, so long as such changes are within the Scope of Work covered by this Agreement. Requests for material changes in the Services may be made by Authority's representative orally or in writing;

provided, however, that oral requests shall be confirmed by a written request within ten (10) days after the oral request. If Authority directs Contractor to proceed with the material change, Contractor shall be paid for the change as agreed to by the Parties.

12. **Approval of Subcontractors.** Contractor shall not employ any subcontractor without the prior written approval of Authority's representative, nor shall Contractor assign any rights or obligations under this Agreement in whole or in part without the Authority's prior written approval which may be withheld for any reason. Contractor shall be responsible for the coordination, accuracy, and completeness of all Services in accordance with generally accepted principles and practices of Contractor's profession, regardless of whether the Services are performed by Contractor or one or more subcontractors. Contractor shall endeavor to bind any of its approved subcontractors, if any, to the terms of this Agreement. In the event that any subcontractor is unwilling or unable to comply with any term or provision of this Agreement, Contractor 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 subcontractor or may request that a different subcontractor be retained. This Agreement may be terminated by Authority if subcontracted or assigned, either in whole or in part, by Contractor without the express written consent of Authority's representative.

13. **Independent Contractor.** In the performance of the Services, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of Authority. Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of Authority.

14. **No Unemployment Insurance or Workers' Compensation Benefits.** Contractor agrees that it is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Services for Authority. Contractor is required to provide workers' compensation and unemployment insurance benefits for its employees and/or subcontractors as required by law.

15. **Payment of Taxes.** Contractor 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. Contractor shall indemnify Authority for any liability resulting from nonpayment of such taxes and sums.

16. **Insurance.** Neither Contractor nor any subcontractor, agent, or employee thereof, shall continue work on any Services until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation Insurance.** Contractor and each subcontractor, 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. Contractor and each subcontractor shall carry separate policies.

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, if any, shall carry commercial general liability insurance, which shall include blanket contractual liability coverage. Such insurance shall be in an amount \$2,000,000 per occurrence for bodily injury and property damage.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, if any, shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amounts \$2,000,000 per occurrence for bodily injury and property damage.

(d) **Professional Liability Insurance.** Contractor and each subcontractor, if any, shall carry professional liability insurance in the amount of \$2,000,000 per claim and aggregate limit, unless an alternate amount is agreed to in writing by the Authority.

The required commercial general liability and automobile policies shall: (i) name the Authority as an additional insured for coverage only, with no premium payment obligation; (ii) provide a cross-liability/severability of interest clause; and (iii) provide that the coverage for the Authority will not be impaired by Contractor's or any subcontractor's failure to comply with any of the terms or conditions of the policy.

Contractor and each subcontractor, if any, shall provide certificates of insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverages have been obtained. Contractor shall not allow any subcontractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained and approved by the Authority. The coverages specified in each certificate of insurance shall not be terminated, reduced, or modified without providing at least thirty (30) days prior written notice to the Authority.

17. **Compliance with Laws and Workers Without Authorization.** In performing this Agreement, Contractor shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws.

18. **Communications.** It is understood by Authority and Contractor that successful progress under this Agreement requires frequent, concise, and documented communication between the Party's representatives. Authority hereby designates the Secretary of the St Vrain Water Authority, currently Dave Lindsay, as Authority's representative, who may give information to and receive information from Contractor. Authority may change its designated representative or add additional representatives from time to time.

Contractor hereby designates Kelly Fearney, as Contractor's representative who may give information to and receive information from Authority and may separately bind Contractor. Contractor 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 its respective Party for all purposes under this Agreement.

19. **Liability.** Contractor agrees to provide a defense and pay any damages and costs for any liability or claim of whatsoever kind or nature arising in any way out of this Agreement, to the extent caused by any negligent or wrongful act or omission of Contractor, or Contractor's officers, agents, or employees, or any of Contractor's Subcontractors, or their officers, agents or employees. This paragraph 19 shall survive termination of this Agreement.

20. **Acceptance Not a Waiver.** The Authority's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or material shall not in any way relieve Contractor of responsibility for the technical accuracy of the Services. The Authority's approval or acceptance of, or payment for, any 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.

21. **Termination or Suspension.** The Authority reserves the exclusive right to terminate or suspend all or a portion of the Services under this Agreement by giving five (5) days written notice to Contractor. If any portion of the Services shall be terminated or suspended, the Authority shall pay Contractor equitably for all services properly performed pursuant to this Agreement. If the work is suspended and Contractor is not given an order to resume work within thirty (30) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, Contractor shall immediately deliver to the Board any documents then in existence, that have been prepared by Contractor pursuant to this Agreement.

22. **Default.** Each and 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. **Remedies.** In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fifteen (15) days 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 Contractor fails or neglects to perform the Services in accordance with this Agreement, the Authority may

elect to correct such deficiencies and charge Contractor for the full cost of the corrections.

24. **Term.** Unless sooner terminated in accordance with the provisions of paragraph 21 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 paragraphs 8, 9, 10, and 19.

25. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy or the failure of Authority to furnish timely information or to approve or disapprove Contractor's instruments of service within a reasonable period of time.

26. **Assignment.** Subject to the provisions of paragraph 12, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is intended to benefit only the Parties and neither subcontractors nor suppliers of Contractor nor any other person or entity is intended by the Parties to be a third-party beneficiary of this Agreement.

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

28. **Notice.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (i) when delivered personally to the other Party; or (ii) seven (7) 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 Contractor:

Patrick O'Brien, Mountain West Area Leader
Plummer Associates, Inc.
1221 Auraria Parkway
Denver, Colorado 80204

With a copy to:

If to Authority:

Dave Lindsay, Secretary
St. Vrain Water Authority
9950 Park Avenue
Firestone, Colorado 80504

And a copy to:

Timothy J. Flynn
Collin Cole Flynn Winn Ulmer, PLLC
165 South Union Boulevard, Suite 785
Lakewood, Colorado 80228

Or such other persons or addresses as the Parties may designate in writing.

29. **Governmental Immunity.** The Parties understand and agree that the Authority is relying upon, and has not waived, the monetary limitations of \$424,000 for any injury to one per person in a single occurrence and, \$1,195,000 for injury to two or more persons in any single occurrence, except that in such instance, no person may recover in excess of \$424,000, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 *et seq.*, C.R.S., as it may be amended from time to time.

30. **Entire Agreement.** This Agreement constitutes the entire agreement between the Authority and Contractor and replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.

31. **Effective Date.** This Agreement shall be effective as of the date and year set forth above.

AUTHORITY:
ST. VRAIN WATER AUTHORITY, a political
subdivision of the State of Colorado

By: _____
Julie Svaldi, President

This Agreement is accepted by:

CONTRACTOR:
Plummer Associates, Inc, a Texas corporation

By: **Patrick O'Brien** Digitally signed by Patrick O'Brien
DN: C=US, E=pobrien@plummer.com, O=Plummer,
OU=Mountain West, CN=Patrick O'Brien
Date: 2023.08.03 09:38:47-06'00'
Name: Patrick O'Brien
Title: Mountain West Area Leader
Date: August 3, 2023

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

EXHIBIT A

SCOPE OF WORK

Plummer will provide professional services based on direction from the St. Vrain Water Authority. The scope of services through December of 2023 for the St. Vrain Water Treatment Plant will include:

- 1) Operational Assistance: Professional engineering services to support the operations team at the SVWTP. Services may include responses to on-call questions, trouble shooting operational issues, evaluation of water quality and plant performance, concepts for plant optimization and improved recovery, and monitoring of operational performance. Plummer can also act as a liaison between the operations staff, the contractor regarding any warranty issues, and services support from equipment suppliers such as pumps, UF membranes or reverse osmosis system. Plummer can also review maintenance programs, both preventative and remedial. Budget \$24,000.
- 2) Evaluation of Future Water Sources: Analysis and evaluation of proposed additional water sources, impacts to operations and finished water quality. This task may include paper evaluation and modeling. Budget \$10,000
- 3) Electrical, Instrumentation, and Controls: Revise process control narratives, process control drawing updates, control system troubleshooting, telemetry design and studies, and coordination with design of other projects (raw water sources, deep well injection, etc.). Budget \$10,000

Exclusions and Assumptions

- 1) Initial water supply planning or water quality evaluation is the responsibility of the partner entities (e.g. Town of Firestone or LTWD)
- 2) Assistance or advice regarding operation of the deep well injection site beyond providing water quality information and controls coordination.
- 3) Design beyond concept layouts are not included.
- 4) Bench scale testing: this can be provided for an additional fee.

Budget: \$44,000

This Agreement will be billed under Plummer Associates, Inc. Project: 4236-001-01

Consideration

Work will be performed on an on-call basis and as requested. We will invoice the St. Vrain Water Authority on a time and material basis for the period of August 1, 2023 (after start-up of the plant) through December 31, 2023, not to exceed \$44,000.

Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant's lump sum fee is based on the following hourly rates for its employees:

EXHIBIT B

CONTRACTOR'S RATE SCHEDULE

**HOURLY FEE SCHEDULE- MOUNTAIN WEST
2023**

Staff Description	Staff Code	2023 Rate
Admin Staff	A1 – A2	\$90.00
Admin Staff III	A3	\$95.00
Senior Admin Staff	A4	\$110.00
Designer/Technician	C1	\$110.00
Designer/Technician	C2	\$115.00
Designer/Technician III	C3	\$125.00
Senior Designer/Technician	C4	\$145.00
Construction Manager in Training (CMIT)	CM1	\$120.00
Construction Manager in Training II	CM2	\$140.00
Construction Manager in Training III	CM3	\$145.00
Construction Manager IV	CM4	\$150.00
Construction Manager V	CM5	\$190.00
Construction Manager VI	CM6	\$230.00
Senior Construction Manager	CM7	\$255.00
Principal Construction Manager	CM8	\$275.00
Resident Project Rep. I	RR1	\$90.00
Resident Project Rep. II	RR2	\$120.00
Resident Project Rep. III	RR3	\$140.00
Lead Resident Project Rep.	RR4	\$145.00
Field Tech I	LS1	\$90.00
Field Tech II	LS2	\$105.00
Survey Specialist I	LS3	\$115.00
Survey Specialist II	LS4	\$125.00
Survey Analyst	LS5	\$145.00
Chief of Parties	LS6	\$165.00
Engineer/Scientist Intern	ES0	\$75.00
Engineer-in-Training/Scientist-in- Training	ES1	\$125.00
Engineer-in-Training/Scientist-in- Training II	ES2	\$135.00
Engineer-in-Training/Scientist-in- Training III	ES3	\$150.00

Staff Description	Staff Code	2023 Rate
Project Engineer/Scientist	ES4	\$160.00
Project Manager I	ES5	\$180.00
Project Manager II	ES6	\$225.00
Senior Project Manager	ES7	\$245.00
Principal I	ES8	\$310.00
Principal II	ES9	\$325.00
Electrical Engineer in Training I	EE1	\$125.00
Electrical Engineer in Training II	EE2	\$130.00
Electrical Engineer in Training III	EE3	\$145.00
Electrical Specialist	EE4	\$155.00
Programmer	EE5	\$185.00
Programmer II	EE6	\$210.00
Senior Electrical Engineer	EE7	\$285.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.
A multiplier of 1.15 will be applied to all direct expenses
A technology charge will be billed at \$5 per labor hour.

Agenda Item 7(a)



St. Vrain Water Authority Monthly Activity Report July 2023

Daily Operations include recording daily flow totals and chemical levels, record daily process control data. Completion of plant start-up and visual inspection of plant equipment. Collect and analyze daily lab samples. Completion of end of day shutdown and lock up.

7/3/23: Completed daily operations. Entering data for MOR and quarterly chlorite/chlorine dioxide report and forward to REC office.

7/5/23: Completed daily operations. Completed CFE turbidimeter vial.

7/6/23: Completed daily operations. Assembled the monthly report.

7/7/23: Completed daily operations.

7/10/23: Completed daily operations. Completed general cleaning of the Facility.

7/11/23: Completed daily operations. Attended weekly construction progress meeting. Calling rental companies to find forklift to move sulfuric acid tote into Acid Room. Cleaned the Acid Room. Worked with ESD to move sulfuric acid tote and plumb tote to sulfuric acid feed system.

7/12/23: Completed daily operations. Met ESD to finish plumbing new sulfuric acid tote. Filled calibration column on sulfuric acid to rid any air in system. Monitored sulfuric acid dosing.

7/13/23: Completed daily operations.

7/14/23: Completed daily operations.

7/17/23: Completed daily operations.

7/18/23: Completed daily operations. Met with Dave Lindsey and led a tour for his guests.

7/19/23: Completed daily operations.

7/20/23: Completed daily operations. Met with Wigen Water Technologies and the Avista chemical sales reps.

7/21/23: Completed daily operations. Met with Dave Lindsey to attempt to set up VPN login.

7/24/23: Completed daily operations. Cleaned sample line and replaced reagents on CL17 analyzer. Cleaned CFE and finished turbidimeters.

7/25/23: Completed daily operations. Attended weekly construction progress meeting. AWC onsite collecting samples. Met with Dave Lindsey to setup remote access on St Vrain laptop.

7/26/23: Completed daily operations. Found spent sulfuric acid tote had leaked onto the floor, put down absorbent pads and disposed of pads.

7/27/23: Completed daily operations. Calibrated process pH probes. Collected quarterly radiological and nutrient samples.

7/28/23: Completed daily operations.

7/31/23: Completed daily operations. Review and finish data entry for MOR then send to REC office. Flush CFE turbidimeter sample line.

St. Vrain WTP Monthly Summary

Monthly Water Totals	June 2023
Raw (MG)	1.357
Filtrate (MG)	1.272
Finished (MG)	1.109
Concentrate (MG)	0.130
Finished Water Quality	
Average Entry Point Free Chlorine Residual (mg/L)	1.71
Average Entry Point pH (SU)	7.67
Average Entry Point Conductivity (μ S/m)	294
Average Entry Point Fluoride (mg/L)	0.63
Average Entry Point Alkalinity (mg/L)	146

	2023 Proposed Budget	Year -To-Date Actual
<u>OPERATING REVENUES</u>		
Rate Revenue - Firestone	-	-
Rate Revenue - LTWD	-	-
Rate Revenue - Non-Member 1	-	-
Cash Contribution - Firestone	25,000.00	25,000.00
Cash Contribution - LTWD	5,000.00	5,000.00
Water Ops Base Charge - Firestone	348,544.17	162,050.29
Water Ops Base Charge - LTWD	69,708.83	30,981.72
Water Sales - Firestone	103,477.50	-
Water Sales - LTWD	-	-
<u>TOTAL OPERATING REVENUE</u>	\$ 551,730.50	\$ 223,032.01
<u>OPERATING EXPENDITURES</u>		
<u>Administration</u>		
Salaries and Benefits	123.00	317.00
Office Supplies	100.00	96.88
Dues and Fees	3,307.00	1,508.85
Contract Services	319,720.00	78,294.39
Rate Study	35,000.00	-
Total Administration	\$ 358,250.00	\$ 80,217.12
<u>Facilities</u>		
Insurance	2,700.00	35,440.00
Utilities	42,503.00	16,058.30
Grounds Maintenance	10,000.00	-
Building/Facility Maintenance	4,800.00	-
Total Facilities	\$ 60,003.00	\$ 51,498.30
<u>Operations and Maintenance</u>		
Chemicals	120,000.00	4,897.71
Utilities	8,946.00	6,575.20
Total Operations and Maintenance	\$ 128,946.00	\$ 11,472.91
<u>TOTAL OPERATING EXPENSES</u>	\$ 547,199.00	\$ 143,188.33
<u>OPERATING GAIN (LOSS)</u>	\$ 4,531.50	\$ 79,843.68
Fund Balance, Beginning of Year	\$ 11,235.43	\$ 56,326.00
Fund Balance, End of Year	\$ 15,766.93	\$ 136,169.68

St. Vrain Water Authority

Balance Sheet

As of August 11, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10.1010 - Checking	85,044.01
Total Bank Accounts	\$85,044.01
Accounts Receivable	
Accounts Receivable (A/R)	51,125.56
Total Accounts Receivable	\$51,125.56
Total Current Assets	\$136,169.57
TOTAL ASSETS	\$136,169.57
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Retained Earnings	56,325.89
Net Income	79,843.68
Total Equity	\$136,169.57
TOTAL LIABILITIES AND EQUITY	\$136,169.57

St. Vrain Water Authority

Profit and Loss

January 1 - August 11, 2023

	TOTAL
Income	
10.5000 - Cash Contributions	
10-5001 - Cash Contributions - Firestone	25,000.00
10.5002 - Cash Contributions - LTWD	5,000.00
Total 10.5000 - Cash Contributions	30,000.00
Sales	193,032.01
Total Income	\$223,032.01
GROSS PROFIT	\$223,032.01
Expenses	
10.6010 - Office Supplies	96.88
10.6110 - Legal Fees	9,972.50
10.6115 - Contract Operations	64,495.97
10.6140 - Bank Charges & Fees	-80.00
10.6220 - Liability Insurance	317.00
10.6300 - Dues and Fees	1,588.85
Facilities	
10.6500 Insurance	35,440.00
10.7100 Utilities - Facilities	16,058.30
Total Facilities	51,498.30
Office/General Administrative Expenses	366.27
Operations & Maintenance	
10.7110 Utilities - O & M	6,575.20
10.8100 Chemicals	4,897.71
Total Operations & Maintenance	11,472.91
Telephone System	3,459.65
Total Expenses	\$143,188.33
NET OPERATING INCOME	\$79,843.68
NET INCOME	\$79,843.68