

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

- 1) **Roll Call**
- 2) **Administer Oath of Office to Reappointed Board Member Julie Svaldi**
- 3) **Consent Agenda**
 - a. Approval of June 12, 2023 Regular Meeting Minutes
- 4) **Public Comment – Please limit comments to 3 minutes**
- 5) **Verkada and CorKat Presentation on Security Systems and Services**
- 6) **Action Items**
 - a. Payment of Bills
 - b. Review and Acceptance of Financials, if available
- 7) **Discussion Items**
 - a. Firestone Administrative Services
 - b. Plummer Associates Engineering Support Services
 - c. WTP Controls Service and Support
- 8) **Reports**
 - a. Ramey Environmental – Plant Operations
 - b. Water Treatment Plant Construction Update
 - c. Website Development/Hosting
- 9) **Next Meeting**
 - a. August 14, 2023 at the Firestone Town Hall starting at 4:00 PM
- 10) **Any Other of Business**
- 11) **Adjournment**

Agenda Item 2
Oath of Office

Agenda Item 3(a)
June 12, 2023 Meeting Minutes

St. Vrain Water Authority

DLG I.D. No. 67144

Board of Directors Meeting Regular Meeting

Minutes

June 12, 2023

4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday June 12, 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 (2023)	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 Amber Kauffman (Little Thompson Water District), Rusti Roberto (Town of Firestone), Brett Gracely (Leonard Rice Engineers) and AJ Krieger (Town of Firestone). Mike Murphy (Ramey Environmental) and Tim Flynn (Collins Cole Flynn Winn Ulmer) 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 President, Julie Svaldi at 4:02 P.M.

Agenda Item 2:

Director Svaldi referred the Board to the meeting minutes for the May 8, 2023 Board meeting.

Amber Kauffman mentioned she noticed a typing error in Item 6b. The sentence read "the plant to plant to be". This was noted to be corrected and removed the duplicated words "plant to".

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

Motion passed unanimously by voice vote.

Agenda Item 3:

Bobby Matthews, a Firestone resident, gave public comment regarding the May 17, 2023 Town of Firestone Board of Trustees meeting executive session. He provided a written copy of his comments to the Secretary.

Agenda Item 4a:

Director Lindsay directed the Board to the packet to a summary of current bills that were paid or are being processed for payment.

Director Lindsay explained that he tried contacting Black Hills Energy for billing, and usage to follow up with Directors Svaldi's questions regarding low usage. Director Lindsay is still trying to get this resolved.

The Board discussed using Teams meetings in the future vs Zoom. It was discussed that the Zoom subscription had just been renewed for the Year, and after this year the Authority will switch to using Teams.

Motion to approve the payment of bills was made by Director Conyac, Second by Director Lindsay.

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 unanimously.

Agenda Item 4b:

Director Svaldi directed the board to the packet to see the current balance sheet and current profit-loss statement.

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

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 was passed unanimously.

Agenda Item 4c:

Resolution 2023-05: A Resolution establishing water rates, fees and charges for St. Vrain Water Authority for Calendar Year 2023

Director Lindsay directed the Board to Resolution 2023-05 in the packet. He explained that this was to set the water rates for this year, as discussed at the at the last meeting. Firestone and Little Thompson Water District have received invoices with a fixed rate and that a commodity charge would be coming soon as Firestone purchases water.

Tim Flynn the attorney for the Authority explained that in order to sell water to someone who is not a member, that there would be a separate agreement in place. By adopting this Resolution this would allow the Authority to set rates, and be able to send invoices to members per the member agreement.

Director Pasillas explained that a fixed charge is understandable between the members and the Authority, however volumetric charges had not been discussed in depth and are being estimated. Upon further discussion it was determined that when the Authority goes to set the rates in December for the 2024 calendar year that the Authority will have a better understanding of cost per 1,000 gallons, and the possibility of a Rate Study would happen in a couple of years.

Motion to approve Resolution 2023-05 A Resolution establishing water rates, fees and charges for the St. Vrain Water Authority for Calendar Year 2023 was made by Director Lindsay, and second by Director Svaldi.

Roll-Call Vote

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

Motion was passed unanimously.

Agenda Item 5a:

Director Lindsay explained to the Board that he started a conversation with Verkada, a security system company that was suggested to him by CorKat and would operate as a third party.

Director Lindsay continued to explain that Verkada offers multiple security features such as access control for gates and doors, video surveillance, entry alarms, intercom control

systems and air quality control. He explained that they have passive and active systems, with AI capabilities.

Director Lindsay explained that Verkada works through CorKat, and he would be meeting with Verkada to put together a proposal to bring back to the Board at the next meeting. He also explained that it may be necessary to go into executive session regarding site security as this could contain sensitive information of the Treatment facility.

Agenda Item 6a:

Mike Murphy with Ramey Environmental Compliance referred the Board to the monthly activity report included in the packet. There were no questions or comments from the Board.

Agenda Item 6b:

Director Lindsay reported that the construction at the water plant had progressed to the point that Substantial Completion had been issued by the Engineer along with a final punch list of items to be completed by the contractor prior to final completion and payment. Firestone was setting a late July deadline for the contractor to complete these items. Director Lindsay also reported that the Colorado Dept. of Public Health and Environment had issued its authorization for the plant to produce and deliver water into public distribution. Firestone was completing some final improvement in their distribution system and would be sending out some public information about the new water supply. They expected to be taking water from the St Vrain WTP in the next week or two.

Agenda Item 6c:

Rusti Roberto provided a quick update and presented the St. Vrain Water Authority Website. She showed the Board where things were located on each tab of the website as well as explained that all documents such as agendas, packets, approved minutes, and Resolutions were all located and searchable.

Agenda Item 6d:

There was no new information to report.

Agenda Item 7a:

Next Meeting will be July 10, 2023 at Firestone Town Hall, starting at 4:00 PM

Agenda Item 8:

There was no other business for discussion.

Agenda Item 9:

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

Motion passed unanimously by voice vote.

Agenda Item 6(a)
Approval of Bills

CURRENT LIST OF BILLS

Lindsay Reimbursement (Home Depot)	\$96.88
Ramey Environmental Compliance	\$10,814.60
Harcros Chemical (acid)	\$1,228.00
Comcast	\$912.99
Collins Cole Flynn Winn & Ulmer, PLLC	\$1,609.50
United Power (WTP)	\$3,876.01
United Power (Injection Pump Station)	\$356.99
USA Blue Book (lab supplies)	\$3,436.34

Agenda Item 6(b)
Balance Sheet

Budget to Actual

	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	116,181.39
Water Ops Base Charge - LTWD	69,708.83	23,236.29
Water Sales - Firestone	103,477.50	-
Water Sales - LTWD	-	-
<u>TOTAL OPERATING REVENUE</u>	\$ 551,730.50	\$ 169,417.68

OPERATING EXPENDITURES

Administration

Salaries and Benefits	123.00	317.00
Office Supplies	100.00	96.88
Dues and Fees	3,307.00	1,460.85
Contract Services	319,720.00	75,302.89
Rate Study	35,000.00	-
Total Administration	\$ 358,250.00	\$ 77,177.62

Facilities

Insurance	2,700.00	35,440.00
Utilities	42,503.00	10,455.21
Grounds Maintenance	10,000.00	-
Building/Facility Maintenance	4,800.00	-
Total Facilities	\$ 60,003.00	\$ 45,895.21

Operations and Maintenance

Chemicals	120,000.00	4,784.34
Utilities	8,946.00	2,116.50
Total Operations and Maintenance	\$ 128,946.00	\$ 6,900.84

TOTAL OPERATING EXPENSES

\$ 547,199.00 \$ 129,973.67

OPERATING GAIN (LOSS)

\$ 4,531.50 \$ 39,444.01

Fund Balance, Beginning of Year

\$ 11,235.43 \$ 56,326.00

Fund Balance, End of Year

\$ 15,766.93 \$ 95,770.01

Profit and Loss

St. Vrain Water Authority

Profit and Loss

January 1 - July 6, 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	139,417.68
Total Income	\$169,417.68
GROSS PROFIT	\$169,417.68
Expenses	
10.6010 - Office Supplies	96.88
10.6110 - Legal Fees	6,981.00
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	1,540.85
Facilities	
10.6500 Insurance	35,440.00
10.7100 Utilities - Facilities	10,455.21
Total Facilities	45,895.21
Office/General Administrative Expenses	366.27
Operations & Maintenance	
10.7110 Utilities - O & M	2,116.50
10.8100 Chemicals	4,784.34
Total Operations & Maintenance	6,900.84
Telephone System	3,459.65
Total Expenses	\$129,973.67
NET OPERATING INCOME	\$39,444.01
NET INCOME	\$39,444.01

Agenda Item 7(a)
Firestone Administrative Services

ATTACHMENT A

The scope of services provided here is for response to this RFP and is for comparative purposes. A final Scope of Services will be negotiated with the selected Consultant. The Scope of Services is anticipated to include, but not be limited to the following:

1. Authority Board of Directors (Board) Meetings

- Coordination of all Board meetings. -Rusti
- Consultant will attend all Board meetings unless otherwise directed by Board. -Rusti
- Prepare Board agendas and meeting packets with direction and assistance from the Secretary and Attorney. -Rusti
- Distribution of agenda and packet materials in the manner and timeframes directed by the Board. -Rusti
- Transcribing, recording, preparation, and posting of meeting minutes for all meetings as prescribed by law unless otherwise directed or assigned by the Board. -Rusti
- Preparation and posting of legal notices required in conjunction with the meetings within the timeframes and manner required by law and as directed by the Board. -Rusti

2. Recordkeeping

- Maintain lists of persons and organizations for correspondence. -Rusti
- Maintain lists and contact information of vendors and consultants. -Rusti
- Organize and maintain records of approved Authority resolutions. -Rusti
- Organize and maintain records of approved Authority contracts and agreements. -Rusti
- Organize and maintain records of approved Authority budgets. -Jessica/Rusti
- Organize and maintain records of approved Authority audits. -Jessica/Rusti
- Organize and maintain records of required public water quality notices. -Rusti
- Organize and maintain records and reports submitted to the CDPHE. -Rusti
- Keep a repository of all Authority records and act as Official Custodian of Records designee for purposes of CORA (as that term is defined in the Authority's Resolution 2023-02 designating an Official Custodian for purposes of the Colorado Open Records Act, Sections 24-72-201, et seq., C.R.S. -Rusti/Secretary
- Maintain a project list with current and planned projects that describes the project status, location, start dates, need by dates, responsible person, and other information as directed by the Board. -Rusti

3. Communications

- Daily (weekdays) check phone messages and forward to appropriate party. -Rusti
- Oversee daily management and updating of the Authority website as needed or requested by the Authority. Forward any messages or requests for information to the appropriate party. -Rusti
- Respond to routine inquiries, questions and requests for information regarding the Authority in a timely manner as well as maintain a tracking system of such. -Rusti
- Prepare and distribute correspondence as directed by Board. -Rusti
- Periodic reports to the Board regarding the status of Authority matters and

actions taken or contemplated by the Authority Manager on behalf of the Authority as requested by the Board. -Rusti

- Provide liaison and coordination with Member and state governmental agencies. -Rusti/Board

4. Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence. -Rusti
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the Authority's benefit. -Rusti
- Review and administer contracts with current Authority consultants. Administration shall include review of monthly invoicing for recommendation of payment to the Board. -Jessica/Rusti
- Review and administer service agreements with utility providers. Administration will include review of monthly invoicing with recommendation of payment to the Board. -Jessica/Rusti
- Review and administer service/support agreements with vendors. Administration will include review of monthly invoicing with recommendation of payment to the Board. This shall also include acting as liaison for coordination with the WTP Operator. -Jessica/Rusti/Board
- Keep Board updated on contract progress with periodic reports and/or tracking system as assigned or directed by the Board. -Rusti
- Confer with and coordinate legal, accounting, IT, engineering, auditing and other professional services to the Authority by those professionals and consultants retained by the Authority as directed by the Board. - Jessica/Rusti/Board
- Represent the Authority with other entities and bodies as requested by the Board (but not as its representative for legal matters). -Rusti
- Solicit, contract, and supervise all Authority vendors. -Jessica/Rusti

5. Document Administration

- Provide coordination and administration for the continuing revision of the Authority's Rules and Regulations, Purchasing Policy, Retention Policy, etc... -Jessica/Rusti/Board

6. Accounts Payable and Accounts Receivable Services to be Provided

- Receive and process all invoices. -Jessica/Rusti
- Coordinate review, approval and coding of all invoices with Authority Accountant and Board to ensure timely payment. -Jessica/Rusti
- Coordinate with the Treasurer and the Members to ensure timely receipt of payments of services or cash contributions owed to the Authority. - Jessica/Rusti

7. Annual Budget

- Consultant shall establish and administer an annual schedule for the preparation and adoption of a Budget for the preceding year. -Jessica
- Consultant shall review current years costs and revenues, project year end costs and revenues, and estimate the preceding years costs and revenues in collaboration with the Treasurer, Authority Accountant, and the WTP Operator. -Jessica

- Consultant shall be responsible for preparation of the draft budget, making revisions to the budget as directed by the Board, and presenting a final budget for adoption by the Authority. -Jessica

Agenda Item 7(b)
DRAFT Plummer Associates Engineering
Services Agreement

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 March 8, 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.

(a) (detail as needed).

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 ___ page(s)) 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. By way of explanation and not limitation, Contractor certifies that Contractor shall comply with the provisions of § 8-17.5-101, *et seq.*, C.R.S. Contractor shall not knowingly employ or contract with a worker without authorization to perform Services under this Agreement or enter into a contract with a subcontractor that knowingly employs or contracts with a worker without authorization. Contractor represents, warrants, and agrees that: (i) it has

confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program described in § 8-17.5-101, C.R.S. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor performing Services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall: (i) notify the subcontractor and Authority within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the worker without authorization, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of § 8-17.5-102(2), C.R.S., the Authority may terminate this Agreement for breach, and Contractor shall be liable for actual damages to Authority. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under § 8-17.5-102(5)(e)(III), C.R.S. to the Authority.

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 _____, 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 fourteen (14) 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 sixty (60) 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:

Name, Title
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 \$387,000 per person, \$1,093,000 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 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: _____
Name: _____
Title: _____
Date: _____

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 \$65,000.
- 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) Expansion Planning: Engineering evaluation and planning for future Phase 1B expansion and Phase 2 expansion. Budget \$15,000
- 4) 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 \$15,000

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: \$100,000

This Agreement will be billed under Plummer Associates, Inc. Project: xxxx-00x-0x.

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 May 1, 2023 (after start-up of the plant) through December 31, 2023, not to exceed \$ \$100,000. 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:

DRAFT

EXHIBIT B

CONTRACTOR'S RATE SCHEDULE

DRAFT

Agenda Item 8(a)
Monthly Plant Operations Report



St. Vrain Water Authority Monthly Activity Report June 2023

6/1/23: Record daily flow totals and chemical levels. Start-up plant. Perform plant walkthrough. Record daily process data. Collect and analyze daily lab samples.

6/2/23: Record daily flow totals and chemical levels. Start-up plant. Perform plant walkthrough. Record daily process data. Collect and analyze daily lab samples. Walked through the plant at end of day and locked up.

6/5/23: Recorded daily flow totals and chemical levels. Started up plant. Performed plant walkthrough and collected daily process numbers. Collected and analyzed daily labs. Reached daily production flows and RO shut down 49 minutes early due to high clear well level before starting the RO. RO produced 47709 gallons.

6/6/23: Attended weekly construction progress meeting. Recorded flow totals and chemical levels. Started up plant. Performed daily walkthrough and recorded process numbers. Collected and analyzed daily lab samples.

6/7/23: Compiling monthly report. Record flow totals and chemical levels. Started up plant. Performed daily walkthrough and recorded process numbers. Collected and analyzed daily lab samples.

6/8/23: Recorded flow totals and chemical levels. Start-up plant. Hyperion onsite brought up an issue with the Finished Water trend page causing SCADA screen to freeze, issue was resolved immediately. Performed walkthrough and recorded process numbers. Collected and analyzed daily lab samples.

6/9/23: Hyperion onsite verifying RO-feed analyzers are reading correctly, and noise issue resolved. Recorded flow totals and chemical levels. Started up plant. Shut down RO and allowed post-flush sequence to finish before switching RO feed pumps for Hyperion's testing. Performed daily walkthrough and recorded process numbers. Pumped rainwater out of the brine tank containment area. Collected and analyzed daily lab samples. Shopping for supplies at Home Depot with Dave Lindsay.

6/12/23: Recorded flow totals and chemical levels. Started up plant. Performed daily walkthrough and recorded process numbers. Collected and analyzed daily lab samples. Swept and mopped lab swept process room floors and mopped up water in acids room. Met SVWA board and performed plant tour.

6/13/23: Attended weekly construction progress meeting. Recorded flow totals and chemical levels. Started up plant. Performed plant walkthrough. Recorded daily process numbers. Collected and analyzed daily lab samples.

6/14/23: Recorded daily flow totals and chemical levels. Started up plant. Perform plant walkthrough. Recorded daily process numbers. Collected and analyzed daily lab samples.

6/15/23: Recorded flow totals and chemical levels. Start-up plant. Record daily process numbers. Performed plant walkthrough. Sample and analyze daily labs. Attempted to set up remote gate access with IWS but could not connect Bluetooth to gate controller.

6/16/23: Record flow totals and chemical levels. Start-up plant. Record daily process numbers. Perform daily walkthrough. Finished chlorine analyzer alarming 'no flow'. Disassembled chlorine analyzer sample

line cleaned out Y-strainer and flow control valve then returned to service. Sampled and analyzed daily lab samples.

6/19/23: Record flow totals and chemical levels. Start-up plant. Perform plant walkthrough and record daily process numbers. Collected and analyzed lab samples. Received partial USABluebook order, confirmed order and put away.

6/20/23: Rick with Dupont onsite to replace leaking UF housings. Recorded daily flow totals and chemical levels. Started up plant, filled UF CIP tank. Performed plant walkthrough. Removed CL17 flow control valve and Wye-strainer and cleaned both. Recorded process numbers. Collected and analyzed lab samples. Start UF #2 CL2 CIP. AWC on-site taking UF Filtrate samples. Attended weekly progress meeting. Rick w/ Dupont did not replace housings because no leaks were found after reinvestigation.

6/21/23: Swept injection pump station. Reviewing UF system with DuPont. Changed air compressor lead/lag. Recorded flows and chemical levels. Started up plant. Performed plant walkthrough. Fill UF CIP tank and begin heating. Collect and analyze daily lab samples.

6/22/23: Heating CIP tank. Recorded flow totals and chem levels. Started up plant, switched to UF #2. UF #2 completed Air Hold Test. Performed plant walkthrough and collected process data. Started UF #1 acid CIP. Collected and analyzed lab samples.

6/23/23: Neutralized UF CIP tank waste from acid CIP. Recorded flow totals and chemical levels. Started up plant. Performed plant walkthrough. Recorded daily process numbers, collected and analyzed daily labs.

6/26/23: Walk through plant. Attended safety training at REC office - Sam start up plant. Recorded flows, chemical levels and process numbers. Collected and analyzed daily lab samples.

6/27/23: Record plant flows and chemical levels. Attended weekly construction meeting. Started up plant. Filled UF CIP tank. Record process numbers. Cleaned filtrate NTU vial. Emailed Hyperion concerning finished water pumps not maintaining setpoint flow rate. Collected and analyzed daily lab samples.

6/28/23: Began heating UF CIP tank. Recorded plant flows and chemical levels. Start up plant. Performed plant walkthrough. Performed chlorine CIP on UF #1. Recorded process numbers. Collected and analyzed daily lab samples. Neutralized CIP waste.

6/29/23: Record plant flows and chemical levels. Start-up plant. Perform plant walkthrough. Switched to UF #1. Recorded process numbers. Received 93% sulfuric acid tote.

6/30/23: Emailed Hyperion concerning SCADA historian report for Monthly Operating Report parameters. Entered process control labs into spreadsheet. Recorded flows and chemical levels. Started up plant. Performed plant walkthrough. Recorded daily process data. Collected and analyzed lab samples. Met driver to pick up removed UF housings from May.

St. Vrain WTP Monthly Summary

June 2023

Monthly Water Totals	
Raw (MG)	1.6791
Filtrate (MG)	1.5603
Finished (MG)	1.3847
Concentrate (MG)	0.1728
Finished Water Quality	
Average Entry Point Free Chlorine Residual (mg/L)	1.54
Average Entry Point pH (SU)	7.68
Average Entry Point Conductivity (μ S/m)	335
Average Entry Point Fluoride (mg/L)	0.63
Average Entry Point Alkalinity (mg/L)	173