

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting
Agenda
April 8, 2024
4:00 PM at the Firestone Town Hall

- 1) **Roll Call**
- 2) **Consent Agenda**
 - a. Approval of March 11, 2024 Meeting Minutes
- 3) **Public Comment – Please limit comments to 3 minutes**
- 4) **Action Items**
 - a. Payment of Bills
 - b. Review and Acceptance of Financials
 - c. Resolution Approving First Amendment to Agreement with Excellence Logging
 - d. Resolution Approving Agreement with Sun Valley Contractors
 - e. Resolution Approving Master Service Agreement with Quandary Consultants
- 5) **Reports**
 - a. Ramey Environmental – Plant Operations
 - b. Injection Well Testing Report
 - c. Water Treatment Plant Construction Update
- 6) **Next Meeting**
 - a. May 13, 2024 at the Firestone Town Hall starting at 4:00 PM
- 7) **Any Other of Business**
- 8) **Adjournment**

Agenda Item 2(a)

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting Regular Meeting
Minutes
March 11, 2024
4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday March 11, 2024 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 via Zoom
Dave Lindsay (2024)	Secretary	Present
James Walker (2025)	Board Member	Present via Zoom
Don Conyac (2025)	Treasurer	Present

Also, in attendance was Rusti Roberto (Town of Firestone).

Tim Flynn (Collins Cole Flynn Winn Ulmer), Wayne Ramey (Ramey Environmental), Brett Gracely (LRE Water), Amber Kauffman (Little Thompson Water District) attended virtually.

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 4:03 P.M.

Agenda Item 2:

Director Svaldi referred the Board to the meeting minutes for the February 12, 2024 Board meeting.

Motion to approve the minutes for February 12, 2024 was made by Director Conyac, second by Director Svaldi.

Motion passed unanimously by voice vote.

Agenda Item 3:

Bobby Mathews, a Firestone resident, gave public comment. Mr. Mathews stated that there were some irregularities with the financials that he has previously pointed out to the Authority in two previous emails.

Agenda Item 4a:

Director Lindsay directed the Board to the packet to the summary of current bills that were paid or are being processed for payment. Director Lindsay explained that the list did not include any non-routine items.

Director Lindsay explained that there were two invoices from Ramey environmental. One for normal monthly plant operations and one was for the calcite contactor freezing issue. He also explained that for some reason USABlueBook split an order into two invoices. Director Lindsay confirmed that the invoice amounts were correct.

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>
Don Conyac	X		
Julie Pasillas	X		
Dave Lindsay	X		
Julie Svaldi	X		
James Walker	X		

Motion was passed.

Agenda Item 4b:

Director Lindsay directed the Board to the financial statements in the packet. He explained that these were the usual financials.

Motion to accept the financials was made by Director Pasillas, second by Director Lindsay.

Roll-Call Vote

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

Motion was passed.

Agenda Item 4c:

Director Lindsay directed the board to the packet to Resolution 2024-04 Approving the Contract for Injection Well Temperature Logging Services.

Director Lindsay explained that this Resolution approves the contract for services to ensure brine fluid created by the RO process that is injected into the disposal well is not going into a zone that it is not supposed to or leaking into an aquifer that it shouldn't. This test is required by the EPA every 4 years. He explained that a temperature gauge will go on a wire down into the well in order to collect data.

Director Lindsay explained that two bids were received. Core-Tech Wireline Services LLC came in considerably lower. The Authority's consultant is confident in this company. He also explained that there were some paragraphs within the contract that needed to be worked through for liability purposes.

Motion to approve Resolution 2024-04 Approving the Contract for Injection Well Temperature Logging Services and authorizing Director Lindsay to work through Section 19 of the contact was made by Director Conyac, second by Director Lindsay.

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.

Agenda Item 5a:

Director Lindsay explained that Director Svaldi had reached out to the Firestone Town Manager about having the Town's IT manager help the Authority manage its Microsoft 365 account rather than the Authority's IT firm since the Town's manager was more available. Director Lindsay did speak with the Town Manager and was told that the Town's IT manager can help assist with MS 365 accounts, and the Town would bill the Authority for IT assistance.

Agenda Item 5b:

Director Svaldi told the Board she had initiated looking into an alternative to Zoom because her work has given her some insights into vulnerabilities that Zoom has for hacking.

Director Lindsay explained that he looked into MS Audio Conferencing versus Zoom Conferencing and found that the audio conferencing would only be audio, no video. Meetings could still be conducted virtually, but by audio only if the Authority changed from Zoom. The primary challenge would be if the meeting required being able to share presentations or other materials, only those present would be able to see them, and it would prevent a presenter from participating virtually. Director Lindsay mentioned that the Zoom is \$125.00 annually and he was under the impression that there was an additional cost for Teams through MS 365.

Director Pasillas mentioned that she spoke with Eric Debolt, the Firestone IT manager and confirmed that the license that the Authority has paid for does include the use of Teams and there is no additional cost. Director Lindsay said he would reach out to her offline and try to figure it out.

It was decided that this would be further discussed with Frank Jimenez and Eric Debolt the IT manager for the Town of Firestone to look into Teams and comeback to the Board with a recommendation.

Tim Flynn the Authority's attorney mentioned that that website will soon need to be ADA compliant and that the Board would need to adopt a policy. Tim will work on this and get it for the next meeting. Director Svaldi mentioned that Rusti will work with Streamline to get this in the works.

Agenda Item 6a:

Wayne Ramey with Ramey Environmental Compliance referred the Board to the monthly activity report in the packet. He explained that everything was running smoothly for everyday operations. He mentioned that a quarterly fluoride result came in higher than normal, which could have been a possible lab error but, in any event, will be reflect on the annual CCR report with an explanation.

Agenda Item 6b:

Director Lindsay reported that research has continued on the calcite contactor heating issues. Plummer is still looking into how to get heat, possibly by a tank heater or a heat blanket wrap.

Agenda Item 6c:

Director Lindsay reported that 42 of the 50 subs and suppliers are now paid with the GC settlement agreement. Director Lindsay is working to resolve the remaining subs and suppliers that have not responded by reaching out to them.

Agenda Item 7a:

Next Meeting will be April 8, 2024 at Firestone Town Hall, starting at 4:00 P.M.

Agenda Item 8:

Director Svaldi announced that she is resigning from the Authority Board as of this meeting unless her circumstances change. She is planning to move out of Colorado in the near future and does not believe she could effectively serve remotely. She thanks the Board and staff for their contributions and enjoyed working with them.

Agenda Item 9:

Motion to adjourn made by Director Conyac, second by Director Svaldi at 4:58 P.M.

Motion passed unanimously by voice vote.

Agenda Item 4(a)
Approval of Bills

CURRENT LIST OF BILLS

Black Hills Energy (gas bill)	\$1,564.86
New IPT, Inc. (Injection Well consulting)	\$13,700.80
Collins Cole Flynn Winn Ulmer PC (legal services)	\$995.00
Orkin (pest control)	\$150.00
SDA (membership dues)	\$970.65
United Power (injection pump station)	\$871.75
United Power (WTP)	\$4,815.92
USA Blue Book (lab equipment)	\$29.94
24 K Cleaning (office cleaning)	\$602.00
Comcast (phone/internet)	\$918.07
Plummer (engineering support)	\$509.60
PVS DX (chlorine bottle rental)	\$40.00
Ramey (monthly operations + lab)	\$11,077.99
USA Blue Book (lab equipment)	\$183.23
USA Blue Book (lab equipment)	\$295.79
Waste Connections (trash)	\$42.15
Town of Firestone (water bill)	\$323.63
CorKat (Managed IT services)	\$1,438.50
24K Cleaning (office floor coating)	\$400.00

Agenda Item 4(b)

Balance Sheet

Budget to Actual

Profit and Loss

Agenda Item 4(c)

RESOLUTION 2024-05

ST. VRAIN WATER AUTHORITY

BOULDER, LARIMER, AND WELD COUNTIES, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING A FIRST AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE ST. VRAIN WATER AUTHORITY AND EXCELLENCE LOGGING US 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 previously entered into an Agreement for Services (“Agreement”) with Excellence Logging US Inc., d/b/a locally as Core-Tech Wireline Services, LLC (“Excellence”); and

WHEREAS, the Authority and Excellence agreed to additional insurance carried by Excellence and additional compensation from Authority; and

WHEREAS, the Authority has been presented with a First Amendment to Agreement for Services (“First Amendment”) whereby Excellence will provide additional insurance to the Agreement and the Authority will provide additional compensation; and

WHEREAS, the Authority’s Board, after reviewing the First Amendment, desires to enter into the First Amendment with Excellence.

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

1. **Approval of First Amendment.** The First Amendment between the Authority and Excellence in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s Vice-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 First Amendment by and on behalf of the Authority.

PASSED, APPROVED AND ADOPTED this 8th day of April, 2024 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

**FIRST AMENDMENT TO AN AGREEMENT FOR SERVICES BY AND
BETWEEN THE ST VRAIN WATER AUTHORITY AND EXCELLENCE
LOGGING US INC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR WELL LOGGING AND TESTING SERVICES (“Agreement”) is made and entered into this ___ day of _____, 20__, 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 **Excellence Logging US Inc.**, a Delaware corporation, doing business locally as **Core-Tech Wireline Services, LLC**, (“Contractor”), with reference to that certain Agreement for Services between the Authority and the Contractor executed by the Authority on _____, 2024, and hereinafter referred to as the “Original Agreement”.

RECITALS

WHEREAS, the Original Agreement included language related to liability of loss and/or replacement of Contractor’s equipment used downhole that the Parties desire to enhance; and

WHEREAS, in furtherance of that purpose, the Contractor agrees to provide a project specific insurance policy to cover the cost of potential loss and/or replacement of Contractor’s equipment ; and

WHEREAS, the Authority agrees to increase the compensation to Contractor to cover the cost of the additional insurance and to cover the cost of any deductible associated with a claim against the additional policy; and

WHEREAS, the Parties believe it to be in their best interests to amend the Original Agreement as set forth herein.

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

PART 1 - Section 5 of the Original Agreement is amended to include the following subparagraph (c):

(c) If Contractor suffers loss or damage to any downhole equipment and files a claim with their insurance carrier for the project specific additional insurance policy, Contractor shall be authorized, and Authority shall be required, to pay any deductible amount up to \$10,000.00.

PART 2 - Exhibit B of the Original Agreement is hereby relaced in its entirety with the following Exhibit B: (see next page)

Exhibit B



Core-Tech Wireline Services

2881 S. 31st Ave

Suite 17

Greeley, CO 80631

970-460-0064 Office

970-460-9605 Fax

Description of Service	On Location	Unit Price	Per Day / Per Hour	Minimum Charge	Additional Hours	Minimum Totals
Service Rig (12 hour shifts)	4	\$2,058.00	Per Shift	\$2,058.00	\$165.00	\$8,232.00
Helper (12 Hour Shifts)	4	\$528.00	Per Shift	\$528.00	\$44.00	\$2,112.00
Gauge Ring	1	\$178.00	Per Job	\$178.00		\$178.00
Pump in Tee	1	\$297.00	Per Job	\$297.00		\$297.00
Pup Joint	1	\$148.00	Per Job	\$148.00		\$148.00
Time/Depth Recorder	2	\$1,158.00	Per Day	\$1,158.00	\$1,158.00	\$2,316.00
GTC Tool (Gamma, Temp, CCL)	1	\$6,830.00	Per Job	\$6,830.00		\$6,830.00
5CC Lithium Battery Pack	1	\$1,200.00	Per Job	\$1,200.00		\$1,200.00
Dual 10K BHP Gauges	2	\$534.00	Per Day	\$534.00	\$534.00	\$1,068.00
Download and Process	7	\$297.00	Per Run	\$297.00	\$297.00	\$2,079.00
Shipping & Handling	1	\$700.00	Per Run	\$700.00		\$700.00
Fuel Surcharge	50	\$13.00	Per Hour	\$13.00	\$13.00	\$650.00
Safety, Redress, Certifications	1	\$38.00	Per Hour	\$38.00		\$38.00
Lost In Hole Insurance	1	\$2,623.13	Per Job	\$2,623.13	\$10,000	\$2,623.13
Subtotal						\$28,471.13
Discount %	10.00%					\$2,584.80
Total						\$25,886.33

Job is bid out with an estimated completion time of 50 hours. Labor and Helper will be adjusted accordingly to time of completion of project.

This Bid Will be honored for 30 days from presentation of Bid.

Any unexpected tools needed to complete assigned task will be approved through company representative and charged accordingly.

Insurance coverage for tools lost in hole is quoted at a premium of \$2,623.13. Deductible if tools are lost in hole will be covered by customer at \$10,000.00

"This quotation / order acknowledgment shall constitute the entire agreement between the parties, which shall be exclusively governed by Excellence Logging - Standard Terms & Conditions for the sale of Goods & Services".

Company Name	<i>IPT Well Solutions</i>
Company Representative	Tom Rogers

The Original Agreement, as amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the day and year first above set forth.

AUTHORITY:

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

By: _____

Julie Svaldi, President

This Agreement is accepted by:

CONTRACTOR:

Excellence Logging US Inc.

By: _____

Name: _____

Title: _____

Date: _____

Philip Agnew

PHILIP AGNEW

PRESIDENT

APRIL 2ND, 2024

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

Agenda Item 4(d)

RESOLUTION 2024-06

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 AGREEMENT FOR SERVICES BETWEEN THE ST. VRAIN WATER AUTHORITY AND SUN VALLEY CONTRACTORS, LLC

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 Sun Valley Contractors, LLC, a Colorado limited liability company (“Sun Valley”) to perform bradenhead pressure gage conduit installation services on the Injection Well Head (Firestone SWD#1) for the Water Treatment Facilities (“Project”); and

WHEREAS, the Authority has been presented with an Agreement for Services (“Agreement”) whereby Sun Valley 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 Sun Valley’s proposal and the Agreement, desires to enter into the Agreement with Sun Valley for bradenhead pressure gage conduit installation 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 Sun Valley in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s Vice-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 8th day of April, 2024 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 SERVICES

THIS AGREEMENT FOR BRADENHEAD PRESSURE GAGE CONDUIT INSTALLATION SERVICES (“Agreement”) is made and entered into this ___ day of _____, 20__, 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 **Sun Valley Contractors, LLC**, a Colorado limited liability company, (“Contractor”), whose address is 5475 Hwy 86, Unit 3, Elizabeth, CO 80107. 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 operating 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 operates the St Vrain Water Treatment Plant, a reverse osmosis water treatment plant with a deep injection well and related facilities (“Water Treatment Facilities”); and

WHEREAS, the Authority is in need of installing an additional digital pressure gage on the Injection Well Head (Firestone SWD#1) and requires the services of a construction contractor to install the associated data cable and conduit from the well head into the existing pump station PLC (“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 25, 2024, 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 1 page) 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”).

2. **Notice to Proceed.** As soon as practical, after Authority has received satisfactory certificate 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 agreed to by the Parties.

3.1 **Deliverables.** Without in any way limiting the deliverables as described in the Scope of Work, Contractor shall provide the Authority with an as-built sketch plan prepared by Contractor of the final work. 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.

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 proposal for an amount not to exceed \$12,000.00, based on actual time and materials to complete the Scope of Work.

(a) Compensation for Services may be billed monthly to the Authority based on the completed work and materials stored on site as of the last Friday of the billing month.

(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 A**. Contractor further represents and agrees that except as set forth on **Exhibit A** 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 and suppliers retained by Contractor for any Services or portion thereof provided under this Agreement.

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 Friday of the preceding month. Each invoice shall be submitted only for those Services actually performed, or materials procured and delivered to the site, 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 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 \$1,000,000 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 \$1,000,000 per occurrence for bodily injury and property damage.

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 Dave Lindsay (Secretary of the Board of Directors), 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 Matt Weber, 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:

Matt Weber, President
Sun Valley Contractors, LLC
5475 Highway 86, Unit 3
Elizabeth, CO 80107

With a copy to:

If to Authority:

Dave Lindsay, Secretary
St. Vrain Water Authority
PO Box 70
Firestone, Colorado 80520

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 per person, \$1,195,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 *et seq.*, C.R.S., as 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 Pasillas, Vice-President

This Agreement is accepted by:

CONTRACTOR:

Sun Valley Contractors, LLC, a Colorado limited liability company

By: **Matt Weber** Digitally signed by Matt Weber
Reason: I attest to the accuracy and
integrity of this document
Date: 2024.03.28 17:48:01-0800
Name: Matt Weber
Title: President
Date: 3/28/24

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

(see attached 1 page)



Sun Valley Contractors, LLC

Electrical Contracting Division

5475 Hwy. 86 Unit #3

303-646-6339

Proposal

032524-02

Bid Date: Monday, March 25, 2024
Engineer: n/a
Electrical Eng: n/a
Date of Plan: N/A
Project #: N/A
Job Name: Install Conduit and Analog Cable for Additional Control & Signals from Injection Well
Location: Firestone SWD Injection Well
SVE Contact: Matt Weber

Colorado Civil Group
Attn: David Lindsay

We hereby submit specifications and or estimate, subject to all terms and conditions as follows:

Scope: Install new Control Conduit and Cable from Existing Pump Station to Injection Well

Drawings being recognized: None
Specifications being recognized: None
Addendums recognized: none

Included: All Labor and Material to Complete the Following:

Provide and Install new 2" PVC 40 underground conduit, OCAL elbows and risers.
Provide and install new 12"x12" junction box at wellhead
Provide and install 6-pair #16 twisted sheilded cable
Excavation and backfill included
Provide and install expansion/deflection fitting at pump station per town requirements

Excluded: Anything Not Specifically Mentioned as Included

Procurement/Installation of new PLC Equipment
Procurement/Installation of instrumentation
Startup/Commissioning (assistance will be provided)
Moisture treating/compaction testing
Painting/Patching of Any Type
Landscaping/seeding/erosion control
Engineering of any type
Bonding @1.5%
Utility Fees & Coordination
Night Time/After-hours work
Permit fees/ Inspections

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Eleven Thousand Six Hundred Twenty and 00/100----- dollars \$11,620.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Agenda Item 4(e)

RESOLUTION 2024-07

ST. VRAIN WATER AUTHORITY

BOULDER, LARIMER, AND WELD COUNTIES, COLORADO

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING A MASTER SERVICES AGREEMENT BETWEEN THE ST. VRAIN WATER AUTHORITY AND QUANDARY CONSULTANTS LLC

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 Quandary Consultants LLC, a Colorado limited liability company (“QC”) to perform quarterly sampling and lab analysis of injected fluid for the Firestone SWD #1 using the same methods and procedures as Quandary has performed on previous samples for the Water Treatment Facilities (“Project”); and

WHEREAS, the Authority has been presented with a Master Services Agreement (“Agreement”) whereby QC will provide the services in the Agreement and any Statements of Work executed by the Authority and QC which is acceptable to the Authority; and

WHEREAS, the Authority’s Board, after reviewing the Agreement, desires to enter into the Agreement with QC for quarterly sampling and lab analysis of injected fluid 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 QC in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s Vice-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 8th day of April, 2024 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

**QUANDARY CONSULTANTS, LLC
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (“Effective Date”) by and between St Vrain Water Authority., a political subdivision of the State of Colorado (“Authority”) and Quandary Consultants LLC, a Colorado limited liability company (“Quandary Consultants” or “QC”).

1. SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, QC shall provide the following services as requested by the Firestone (“Services”): Quarterly sampling and lab analysis of injected fluid for the Firestone SWD #1 using the same methods and procedures as Quandary has performed on previous samples for IPT (reference Sample Delivery Group L1690345 received 12-21-2023). Samples shall be collected timely such that Authority may receive and submit analysis results no later than the 15th of the month following the sample quarter

The Services may also be set forth in one or more statements of work executed by the Parties (each a “Statement of Work”), which shall be attached hereto as an exhibit and incorporated herein by reference. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any Statement of Work, the terms of this Agreement shall control. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If QC proceeds without such written authorization, QC shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract.

2. COMPENSATION

As full consideration for the Services performed by QC, Authority shall pay QC \$2,300.00 quarterly for the Scope of Services. The Compensation may be adjusted annually by QC with 60 days’ notice to Authority and written acceptance of the increase by Authority.

3. INVOICES AND TIMING OF PAYMENTS

- A. QC shall provide Authority with a monthly invoice listing in detail the fees for the Services. All invoices delivered to Authority by QC shall indicate the number of hours worked, date worked, and such additional information as Authority shall reasonably request.
- B. Authority shall pay the fees specified in QC’s invoices within thirty (30) days by cash, wire transfer or check made out to Quandary Consultants, LLC.
- C. If Authority disputes any item(s) in an invoice provided by QC, Authority shall, within thirty (30) days of receiving QC’s invoice, notify QC of the item(s) in dispute. Authority shall not delay payment of any undisputed items of the invoice. QC and Authority shall endeavor to settle the disputed item(s) through direct discussion. Should such discussions fail to resolve the dispute, QC and Authority shall resort to further dispute resolutions set forth in Section 10.

4. **PERFORMANCE OF SERVICES**

QC shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services in Section 1. QC agrees to perform the Services at such time and place(s), and according to any milestones set forth in the Statement of Work, or as the Authority may reasonably request.

QC shall perform all Services promptly, efficiently, in a professional and workmanlike manner, consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. QC shall cooperate fully with the Authority and shall not permit or commit any act that interferes with or causes a delay in the progress of the work of the Authority.

QC shall at all times enforce, or cause to be enforced, strict discipline and good order among its employees and contractors employed to perform the Services. QC shall remove from the work site any excess or unused material brought onto the premises by QC or its employees or subcontractors and further agrees to clean up the work site insofar as QC's activities have resulted in spills, trash, or other waste.

5. **HEALTH AND SAFETY**

QC acknowledges that it is responsible for the health and safety of its workers and others relating to the Services performed by QC pursuant to this Agreement. QC shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of Services hereunder.

6. **COMPLIANCE WITH LAWS AND REGULATIONS**

QC and its employees providing the Services shall at all times comply with all applicable laws, ordinances, statutes, rules, including those relating to wages, hours, fair employment practices, anti-discrimination and safety and working conditions.

7. **DELAYS**

Neither the Authority nor QC shall be liable for default or delay under this Agreement caused by acts of God, or other events beyond the control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riot, strikes, lockouts, or other labor disputes, and acts of the government, its agencies or officers, federal, state, or local.

8. **TERM**

The term of this Agreement shall commence on the Effective Date and shall continue until it is terminated. Termination shall not affect the continuing obligations of the parties, including but not limited to those set forth in Sections 11, 12, 15, 16, and 17 all of which provisions shall survive the termination of this Agreement.

9. TERMINATION

Either party may terminate this Agreement in the following manner:

- A. **Termination by Authority.** If QC fails to commence and satisfactorily continue correction of a contractual deficiency within seven (7) days after written notification of such issues, then Authority shall have the right to terminate the Agreement. A written notice of termination shall be issued by the Authority to QC at the time of termination.
- B. **Termination by QC.** If QC has not received payment within thirty (30) days after invoicing the Authority or if the project site has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of QC, then QC may terminate this Agreement upon giving Authority seven (7) days written notice. Upon such termination, QC shall be entitled to recover from Authority payment for all Services performed but not yet paid for.

10. DISPUTE RESOLUTION

All unresolved claims, disputes and other matters in question between Authority and QC shall be resolved in the following manner. Unless otherwise agreed to in writing by both parties, QC shall continue the Services during any dispute resolution proceedings and Authority shall continue to make payments to QC for such Services in accordance with this Agreement.

- A. **Direct Discussion.** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute through direct discussion.
- B. **Mediation.** Disputes between Authority and QC not resolved by direct discussion shall be submitted to mediation. The parties shall select a mediator within thirty (30) days of either parties' request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.
- C. **Other Dispute Processes.** If neither direct discussion nor mediation successfully resolve the dispute, the parties agree to submit to formal arbitration pursuant to the Rules of the American Arbitration Association, unless the parties mutually agree in writing otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and submitted to the other party to the Agreement within thirty (30) days after the parties' unsuccessful mediation. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act, and judgment upon the award may be confirmed in any court having jurisdiction.
- D. **Cost of Dispute Resolution.** The cost of any mediation and/or arbitration proceeding shall be shared equally by the parties participating.

11. ACCOUNTING AND AUDITING

QC shall prepare and maintain accounting records in support of all amounts billed to the Authority. QC's files and records directly relating to performance of this Agreement and billing therefore shall be subject to audit by the Authority at all times during the course of the project and for a period of two (2)

years after project completion.

12. LIABILITY FOR TAXES

QC is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement and shall be liable for all taxes, excises, assessments, and other charges levied by any government agency on the amounts paid to QC and/or its employees hereunder.

13. BENEFITS

QC shall not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Authority. No workers' compensation insurance shall be obtained by the Authority covering QC and/or its employees. QC does not have and will not make any claim for sick leave, vacation pay, stock participation plans, retirement benefits, worker's compensation benefits, unemployment compensation, or employee benefits of any kind in any way related to this Agreement.

14. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

This Agreement is not intended to create and shall not be construed to create a relationship of principal and agent, master and servant, employer and employee, joint venture, partnership, nor any other relationship other than that of independent contracting parties. Neither party shall have authority to make or imply any commitments that are binding upon the other party. QC represents and warrants to the Authority that it holds itself out as available to provide similar Services, to customers and businesses other than the Authority and does, in fact, provide similar Services for customers and businesses other than the Authority. QC and its employees shall be independent of the Authority and shall at all times be free to exercise their independent business judgment. Neither QC, nor its employees, are required to work exclusively for the Authority. The Authority shall judge QC's work based solely on whether QC delivers the results desired by the Authority. The Authority shall not provide a performance evaluation to QC, and QC shall be free to achieve the Authority's desired results in whatever way QC deems appropriate. The Authority shall not dictate how QC performs its work under this Agreement.

15. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by QC shall be exclusively owned by the Town of Authority. QC expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," QC hereby transfers, sells, and assigns to the Town of Authority all of its right, title, and interest in such work. The Town of Authority may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from QC.

If the Town of Authority reuses or makes any modification to QC's designs, documents or work product without the prior written authorization of QC, the Town of Authority agrees, to the fullest extent permitted by law, to release the QC, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses

arise from the Town of Authority's modification or reuse of the documents.

The Town of Authority expressly acknowledges and agrees that the documents and data to be provided by QC under the Agreement may contain certain design details, features and concepts from the QC's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of QC. Nothing herein shall be construed as a limitation on the QC's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

16. **INDEMNITY**

To the fullest extent permitted by law, the parties shall indemnify and hold harmless one another, their agents and employees, from all claims for bodily injury and property damage that may arise from performance of the Services to the extent of the negligence attributed to such acts or omissions by each party, other subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

QC agrees to indemnify and hold harmless the Town of Authority and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of QC, any sub-QC of QC, or any officer, employee, representative, or agent of QC, or which arise out of a worker's compensation claim of any employee of QC or of any employee of any sub of QC. QCs liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to QC, any sub-Consultant of QC, or any officer, employee, representative, or agent of QC or of any sub-Consultant of QC.

If QC is providing architectural, engineering, surveying or other design services under this Agreement, the extent of QCs obligation to indemnify and hold harmless the Town of Authority may be determined only after QC's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

17. **CONFIDENTIALITY**

The parties acknowledge that during the term of this Agreement, they may have access to one another's confidential business information. "Confidential Business Information" is any information used in or related to either party's business or customers that is not made available to the general public, or that is not otherwise generally known to the public, including but is not limited to, information related to customer requirements and rates. Confidential Business Information may be verbal or contained in a document ("document" includes anything that may be used to record, convey or store information, including but not limited to writings, drawings, computer printouts, computer discs, information contained in any computer memory storage, tape recordings, and any other data compilations from which information can be obtained, translated, if necessary, into reasonably usable form), and includes

information that the parties may have committed to memory, even though any documents containing such information have been returned to the other party. Neither party shall not disclose the other party's Confidential Business Information to any person, and shall not use Confidential Business Information for any purpose except in performing their duties under this Agreement. In the event of a breach or threatened breach by either party of the provisions of this paragraph, the other party shall be entitled to (1) an injunction restraining the breaching party from disclosing, in whole or in part, such Confidential Business Information, and (2) to terminate this Agreement. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies available to it upon such breach or threatened breach, including the recovery of damages, and any attorneys' fees and costs from the breaching party. This provision survives termination of the Agreement.

18. INSURANCE REQUIREMENTS

QC shall maintain in effect at all times during performance of services described in this Agreement the following coverages and limits of insurance.

A. Workers' Compensation and Employer's Liability

Statutory workers' compensation limits required by law and \$1,000,000.00 per occurrence employer's liability.

The policy shall be endorsed to include a waiver of subrogation in favor of the Authority and, if requested, the Authority's client for any payment made because of injury, including death, sustained by any employee of the insured.

B. Liability Insurance

The following required liability policies (except the Professional Liability Policy) shall be primary and endorsed to include the Authority and, if requested, the Authority's client as additional insured:

<u>Type of Insurance</u>	<u>Limits Each Accident and Aggregate</u>
1. General Liability	\$2,000,000.00 per occurrence
2. Property Damage	\$1,000,000.00 per occurrence
3. Automobile liability (including any owned, non-owned, or hired vehicles)	\$1,000,000.00 per occurrence
4. Professional Liability (Errors and Omissions)	\$1,000,000.00 per claim and \$2,000,000 general aggregate.

QC shall maintain the above insurance, or renewals or replacements thereof, for not less than two (2) years after completion of work under this Agreement.

Certificates of insurance including additional insured endorsement and waiver of subrogation endorsements shall be furnished to the Authority immediately upon execution of this Agreement and prior to QC's commencing work. All certificates shall provide not less than thirty (30) days advance written notice to the Authority prior to cancellation, termination, or alteration of said policies of

insurance.

19. WORKERS WITHOUT AUTHORIZATION

- A. **Certification.** By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.
- B. **Prohibited Acts.** Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement, or enter into a contract with a sub-Consultant that fails to certify to Consultant that the sub-Consultant shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform work under this Agreement.
- C. **C. Verification.**
- 1. If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - 2. Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - 3. If Consultant obtains actual knowledge that a sub-Consultant performing work under this Agreement knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement, Consultant shall: notify the sub-Consultant and the Town of Authority within 3 days that Consultant has actual knowledge that the sub-Consultant is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement; and terminate the subcontract with the sub-Consultant if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the sub-Consultant does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 3 days the sub-Consultant provides information to establish that the sub-Consultant has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing work under this Agreement.
- D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.
- E. **Affidavits.** If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

20. GENERAL CONDITIONS

- A. **Binding Effect/Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. This Agreement shall not be assignable by either party, without the express written

consent of the other.

- B. **Attorney's Fees.** In the event there is any dispute concerning this Agreement, and any party hereto retains counsel for the purpose of enforcing any of the provisions of this Agreement or asserting the terms of this Agreement in defense of any suit filed against said party, the prevailing party in such dispute shall be entitled to recover, in addition to any other remedy to which such party may be entitled to recover, all of its costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
- C. **Construction/Venue.** This Agreement shall be construed in accordance with the laws of the State of Colorado, United States of America. The venue for any lawsuit arising because of this Agreement shall be Denver County, Colorado.
- D. **JURY WAIVER.** The parties hereby irrevocably waive, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement. The parties each represent to the other that this waiver is knowingly, willingly and voluntarily given.
- E. **Acknowledgement of Opportunity to Seek Counsel.** The parties expressly agree that they have read and fully understand this Agreement, that they both have been afforded the opportunity to discuss this Agreement with an attorney or other advisor of their choice and execute this Agreement voluntarily and of their own free will. This Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.
- F. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.
- G. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relative to the subject matter hereof. It supersedes all other prior written and/or oral agreements, or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representations, statements, or agreements other than those expressed herein. No amendment to this Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an officer of the party sought to be bound thereby.
- H. **Signatures.** Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Agreement. Any information or notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such other parties and/or

address as they may subsequently designate.

- I. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by fax, (d) by email, or (e) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as indicated on the signature block below.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be signed by their authorized signatories as of the Effective Date.

St Vrain Water Authority:

Quandary Consultants, LLC

Signature _____
Print Name Julie Pasillas
Title Vice-President
Tax Id No FEIN 84-4146389
Address PO Box 70
Firestone, CO 80520

Agenda Item 5(a)



St. Vrain Water Authority Monthly Activity Report March 2024

Daily Operations include completing site walk through, recording daily flow totals and chemical levels and recording 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.

3/1/24: Completed daily operations. Replaced empty sulfuric acid tote.

3/4/24: Completed daily operations. Performed an acid maintenance wash on UF #2. Hach onsite to complete quarterly service and calibrations on CL-17 chlorine analyzer and turbidimeters.

3/5/24: Completed daily operations. Met with St. Vrain Water Authority board member to review the deep well fall off test plan needed for the EPA.

3/6/24: Completed daily operations.

3/7/24: Completed daily operations. Performed a chlorine maintenance wash on UF #2.

3/8/24: Completed daily operations.

3/11/24: Completed daily operations.

3/12/24: Completed daily operations.

3/13/24: Completed daily operations. Met Colorado Civil Group to begin 24-hour deep well injection pump test by setting the pump system to manual mode and throttling the discharge valve to get the flow to about 15 gpm.

3/14/24: Completed daily operations. Stopped 24-hour deep well injection cycle. Disabled both deep well injection pump trains to start the 7-day hold test. Decreasing the finished water production by half during the 7-day hold test.

3/15/24: Completed daily operations.

3/18/23: Completed daily operations.

3/19/24: Completed daily operations.

3/20/24: Completed daily operations.

3/21/24: Completed daily operations. Restored the plant back to normal production after completing a seven day deep well fall off test.

3/22/24: Completed daily operations. Cogent onsite to replace UF #1 feed pump and motor coupling.

3/25/24: Completed daily operations. Water Treatment Technology onsite to test the excessive vibration of UF #2 feed pump. Orkin onsite to check mouse traps and refill bait stations. Performed an acid CIP on UF #2.

3/26/24: Completed daily operations. Performed chlorine CIP on UF #2.

3/27/24: Completed daily operations. Prepping CIP tank for an acid CIP on UF #1.

3/28/24: Completed daily operations. Plant off due to required re-test of the 24-hour and seven-day fall off deep well injection test due to issues with the data collection. Performed an acid CIP on UF #1. Prepping the CIP tank for a chlorine CIP on UF #1. Completed the MOR and sent to the office for review and submission to CDPHE. Went to Home Depot to get supplies for the plant.

3/29/24: Completed daily operations. Plant still off. Stopped 24-hour deep well injection pumping cycle and disabled both pump trains for the 7-day fall off test. Performed a chlorine CIP on UF #1. Cleaning crew onsite to test seal the floors in the hallway and entrance.

St. Vrain Water Authority Summary

Monthly Water Totals	February 2024	March 2024
Raw (MG)	1.428	1.404
Filtrate (MG)	1.299	1.250
Finished (MG)	1.116	1.088
Concentrate (MG)	0.169	0.143
Finished Water Quality		
Average Entry Point Free Chlorine Residual (mg/L)	1.34	1.28
Average Entry Point pH (SU)	7.58	7.45
Average Entry Point Conductivity (µS/m)	368	432
Average Entry Point Fluoride (mg/L)	0.72	0.54
Average Entry Point Alkalinity (mg/L)	178	250