

**Agenda Item:** Consent Agenda - f.

**Meeting Date:** June 27, 2022

**Subject:** Professional Services Agreement with Plummer

**Staff Member:** A.J. Euckert, City Manager

**f. Resolution 22-48, approving a Professional Services Agreement with Plummer for Phase 2 Water Master Planning: Feasibility Evaluation of S. Platte Supply & Treatment**

**Background:** As staff continues to work on water supply diversification, we need to utilize technical consultants for water master planning. Plummer is the same firm performing the Phase 1 work, previously approved by Council, and are best suited to continue this project.

**Recommended Action:** Consideration and approval of Resolution 22-48, approving a Professional Services Agreement with Plummer for Phase 2 Water Master Planning: Feasibility Evaluation of S. Platte Supply & Treatment

**RESOLUTION NO. 22-48**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
PLUMMER FOR PHASE 2 WATER MASTER PLANNING: FEASIBILITY  
EVALUATION OF S. PLATTE SUPPLY & TREATMENT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The Professional Services Agreement by and between the City of Dacono and Plummer is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

**Section 2.** The Mayor is hereby authorized to execute the Agreement. The City Council further authorizes the Mayor to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor and City Attorney's Office determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

**INTRODUCED, READ, and ADOPTED** this 27<sup>th</sup> day of June, 2022.

CITY OF DACONO, COLORADO

\_\_\_\_\_  
Adam Morehead, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Taylor, City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF DACONO, AND PLUMMER,  
FOR PHASE 2 WATER MASTER PLANNING: FEASIBILITY EVALUATION OF S.  
PLATTE SUPPLY & TREATMENT**

**1.0 PARTIES**

The parties to this Agreement are the City of Dacono, a Colorado home rule municipal corporation, hereinafter referred to as the “City,” and Plummer, hereinafter referred to as the “Consultant.”

**2.0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Consultant for the purpose of providing engineering services related to water master planning.
- 2.2 The Consultant acknowledges that it has the background, experience, equipment and facilities necessary to provide the City with the services.

**3.0 SCOPE OF SERVICES**

The Consultant agrees to provide the City with the specific professional services as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Consultant for services under this agreement the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. No hourly rates or other charges shall exceed those identified in Exhibit “B,” except as may be authorized by the City in advance. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

**5.0 PROJECT REPRESENTATION**

5.1 The City designates A.J. Euckert, as the responsible City staff member to provide direction to the Consultant during the conduct of the project. The Consultant shall comply with the directions given by the designated staff members.

5.2 The Consultant designates \_\_\_\_\_ as its project manager. The City may rely upon the guidance, opinions, and recommendations provided by the Consultant and its representatives. Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

**6.0 TERM**

The Consultant's services under this Agreement shall commence on June 28, 2022.

**7.0 INSURANCE**

7.1 The Consultant agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

7.1.1 Consultant shall procure and maintain, and shall cause each Subcontractor of the Consultant to procure and maintain or insure the activity of Consultant's Subcontractors in Consultant's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- 7.1.1.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.
- 7.1.1.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
- 7.1.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 7.1.1.4 Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000)
- 7.1.2 The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.1.3 Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the

City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.1.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the Owner.
- 7.1.5 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ' 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its officers and its employees, from and against damages and expense, which arise out of the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall, at its sole expense, timely investigate and respond to the City regarding any such liability, claims and demands. To the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Consultant or the Consultant's agents, representatives, subcontractors, or suppliers, Consultant shall be solely responsible to bear all costs and expenses, including court costs and attorney fees, for any such injury, loss, or damage, or portion thereof, caused by or claimed to be caused by Consultant's negligent acts, errors, or omissions relating to the professional work or services in the performance of this Agreement. The Consultant's indemnification and defense obligations shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or any other party that is not a subcontractor or other person for whom Consultant is responsible. The extent of the Consultant's obligation to defend, indemnify, or hold harmless the City shall be determined only after the Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the City and the Consultant; however, the Consultant's duty to investigate and

respond to the City regarding any claims or demands shall immediately arise upon the receipt by the City or Consultant of any claims or demands.

## **9.0 QUALITY OF SERVICES**

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

## **11.0 ASSIGNMENT**

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit B, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 ENFORCEMENT**

15.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

15.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

#### **16.0 COMPLIANCE WITH LAWS**

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

#### **17.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **18.0 EQUAL OPPORTUNITY EMPLOYER**

18.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,



including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 18.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **19.0 PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS**

- 19.1 Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 19.2 Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- 19.3 If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:
- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 19.4 Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 19.5 If Consultant violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

20.0 THIRD PARTY BENEFICIARIES

20.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Consultant. The Consultant’s services under this Agreement are being performed solely for the City’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

21.0 DISPUTE RESOLUTION

21.1 In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the City and the Consultant agree to attempt to resolve such disputes in the following manner:

- a) First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
- b) Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.
- c) Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to litigation to the courts of Weld County, Colorado.

**DATED:** \_\_\_\_\_, 20\_\_

CITY OF DACONO,

CONSULTANT:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Principal

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_

**Exhibit “A”**  
[Scope of Services]



# PLUMMER

June 17, 2022

City of Dacono  
Attn: A.J. Euckert, City Manager  
512 Cherry Street  
Dacono, Colorado 80514

*TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW): A.J. Euckert (aeuckert@cityofdacono.com)*

**RE: Professional Engineering Services Proposal for the City of Dacono  
Phase 2 Water Master Planning: Feasibility Evaluation of S. Platte Supply & Treatment**

Dear Mr. Euckert:

Thank you for the opportunity to submit our professional engineering services proposal to the City of Dacono (City) for Phase 2 of the Water Master Planning effort. We look forward to this opportunity to work with you.

Below is a summary of our understanding of the project and its objectives, followed by the proposed scope of services, project schedule, and fee estimate.

## **PROJECT UNDERSTANDING**

The City is experiencing growth and planning to make improvements to the available water supply and distribution system to help meet increased demands. LRE Water is leading the water supply and availability efforts. This feasibility study will evaluate supply from the South Platte River for potable water treatment and conveyance into the City distribution system.

## **PROJECT OBJECTIVES**

The project objective is a technical memorandum that summarizes the effort and recommendations of the analyses. The main elements included in the project scope are listed below:

1. Review publicly available water quality data and changes in water quality along the South Platte from the approximate stretch between Fort Lupton and Gilcrest. Compare South Platte water quality to St. Vrain creek raw water quality.
2. Develop a water quality Sampling and Analysis Plan (SAP) to define data collection needs along key South Platte locations. The goal of the SAP will be to collect water quality data for the purpose of identifying appropriate water quality for potable use and collecting data to identify whether a discharge may be able to be accommodated within the study area. The discharge evaluation assumes that the treatment technology would include reverse osmosis and one possible brine concentrate disposal method would be surface discharge back to the S. Platte.
3. Plummer will evaluate treatability of the S. Platte River and identify possible points of diversion. We will:
  - a. Coordinate with LRE Water on raw water intake locations in consideration of capacity, quality, conveyance, and water rights diversion.
  - b. Review treatability of S. Platte river water.

- c. Evaluate blending options from a quality, quantity, and hydraulics perspective in consideration of existing and other future water supplies.
4. Develop three planning level scenarios for development of S. Platte raw water supplies, conveyance, treatment, and distribution.
5. Provide Class IV opinions of probable cost for treatment, finished water conveyance, storage, and transmission to the existing City water distribution system.

## **SCOPE OF SERVICES**

Plummer will provide professional services based upon the project objective. The proposed scope of services includes the following:

### ***TASK 1: WATER QUALITY DATA SEARCH***

Plummer will review publicly available surface water and groundwater water quality data. Plummer will obtain water quality data from the United States Geological Survey's (USGS) National Water Information System (NWIS), the United States Department of Agriculture's Sustaining the Earth's Watershed, Agricultural Research Data System (STEWARDS), the Environmental Protection Agency's (EPA) storage and retrieval (STORET) repository, the EPA's Enforcement and Compliance History Online (ECHO), and other publicly available water quality data repositories, if available/applicable. Plummer will obtain data from the South Platte River and its tributaries in the area between Fort Lupton and Gilcrest and to the St. Vrain River and its tributaries. Collected data will be reviewed for available parameters over the available period of record.

Plummer will also review water quality data collected by LRE Water for the Town of Firestone. This data includes St. Vrain River surface water and ditch water quality data. The water quality data found for the S. Platte will be compared to the water quality of the St. Vrain Creek and alluvial sources.

Plummer will summarize the results of the data investigation in tables and graphs in a brief memorandum detailing the findings. Plummer will hold one meeting with the City to discuss the next steps based on results of the data investigation.

### ***TASK 2: SAMPING AND ANALYSIS PLAN***

Plummer will develop a water quality SAP. The SAP will identify locations along the South Platte River between Fort Lupton and Gilcrest where water quality information will be collected. The sampling and analysis plan will identify sampling locations, frequency, monitoring procedures, and the parameters to be analyzed. In addition, QA/QC procedures for the monitoring activities and review/validation of laboratory results will be included as part of the SAP. The QA/QC procedures will consider U.S. Environmental Protection Agency (EPA) guidance, as applicable and practicable.

Plummer will collaborate with LRE to provide laboratory costs and sample collection fees to the City as part of the SAP; implementation of the SAP can be executed by LRE under a separate scope of work that can be provided upon finalization of the SAP. Plummer and the City will have one review cycle prior to finalizing the SAP. The SAP will be submitted electronically, and no hard copies will be provided.

### ***TASK 3: TREATABILITY REVIEW***

Using water quality data from Task 1 and Task 2, Plummer will then review the available water quality information and evaluate treatability. Plummer will determine likely treatment trains and technology required to treat S. Platte raw water (either from direct river diversion or alluvial wells) in accordance with the Safe Drinking Water Act and CDPHE's Drinking Water Design Criteria. Plummer will also consider future regulations and currently unregulated contaminants.

Plummer will coordinate with LRE Water on locations for water rights and diversion development, with a focus on impacts to water quality. Plummer will also provide a feasibility analysis of impacts to City's existing distribution and comparison of S. Platte treated water to existing or other future supplies.

The deliverable will be a technical memorandum summarizing the water quality data from a treatability perspective and explaining high level treatment process and configuration options.

### ***TASK 4: CONVEYANCE AND PLANT LOCATION OPTIONS***

Plummer will evaluate scenarios for development of a S. Platte source considering three treatment facility locations and conveyance alternatives:

1. Conveyance of S. Platte raw water to the St. Vrain WTP and finished water conveyance through Firestone's proposed transmission line.
2. Greenfield water treatment facility of S. Platte raw water near the source with conveyance of finished water to City's distribution system.
3. Conveyance of S. Platte raw water to a location proximal to City with a greenfield water treatment facility near City.

The deliverable will include a technical memorandum summarizing the options with planning level schematic drawings showing treatment locations and possible pipe alignments. These planning level pipe alignments will be used to complete the opinion of probable cost.

### ***TASK 5: OPINION OF PROBABLE COST***

Plummer will develop an Opinion of Probable Cost (OPC) for the three scenarios and based on the information completed in Task 3 and Task 4. The OPC will be considered Class IV, based on study or feasibility project understanding and will include a contingency of 40%-50%. In accordance with the AACE Cost Estimate Classification System, "Class 4 estimates are generally prepared based on limited information and subsequently have fairly wide accuracy ranges. They are typically used for project screening, determination of feasibility, concept evaluation, and preliminary budget approval."

## **WORK PLAN**

### ***KICK-OFF MEETING***

We will conduct a kick-off meeting to review the scope of services and provide an opportunity for staff to provide input regarding the goals and objectives for the project. This meeting will be used to finalize the project schedule and task priorities, and identify the lines of communication.

We will provide by email meeting agendas and supporting documents before the meeting; and submit by email, meeting notes within one week after the meeting.

### **TASKS**

The tasks will be completed in sequential order. Plummer will schedule monthly meetings with the Owner. During times when Owner-Engineer monthly meetings are not necessary, Plummer will provide a bulleted email with updates and action items for Owner review.

Plummer will provide preliminary findings to City for review and discussions. The format will include bulleted information and attachments to a meeting agenda. Plummer will provide meeting minutes and incorporate feedback from City the tech memos.

### **DELIVERABLES**

Each task will include a deliverable in the form of a technical memorandum summarizing the findings.

The technical memorandum will include attachments of locations, maps, schematic layouts, etc. The opinion of probable costs for the evaluated scenarios will be presented in table format. The compiled pdf will be delivered to the City.

### **PROJECT ASSUMPTIONS AND CONSTRAINTS**

The following list of assumptions and constraints was used to develop the proposal:

1. Plummer's scope will begin with the assumption that diversion from the S. Platte will occur between Fort Lupton and Gilcrest.
2. The ability to complete Tasks 3, 4, and 5 will be dependent on the availability and extent of water quality data that is publicly available and found during Task 1. If completion of Task 1 finds inadequate data, then Task 2 sampling will need to be implemented and Tasks 3, 4, and 5 will pause until multiple sets of water quality data is available.
3. LRE will evaluate S. Platte raw water diversion on the basis of water rights and quantity.
4. Plummer and Client meetings will be limited to one review meeting at the end of each Task.

### **PROJECT EXCLUSIONS**

The following items are excluded from the scope of work:

1. Survey, utility locates, or verification of the GIS files
2. Geotechnical professional services
3. Water rights evaluation, capacity, augmentation,
4. Environmental studies, environmental evaluation, or impact assessments
5. Conceptual, preliminary, or final design phase services
6. Bidding and construction phase services
7. CDPHE or other regulatory approval processes
8. Collection of water quality samples and laboratory fees (Implementation of the SAP will be provided by LRE as a separate scope)

9. Easement or right-of-way evaluations

**SCHEDULE**

Plummer is available to begin work immediately upon receiving Notice to Proceed.

**COMPENSATION**

The estimated compensation for performing the Scope of Services as identified herein is on a time and material basis (T&M) not-to-exceed fee of \$96,154. Additional services can be provided upon request and mutual agreement. Plummer will submit progress invoices based on actual labor hours expended and reimbursable expenses.

A copy of our Billing Rate Schedule is attached. If this proposal is acceptable to you, please let us know and we will provide our Professional Services Agreement.

If you have any questions, please contact Kelly Fearney at [kfearney@plummer.com](mailto:kfearney@plummer.com).

Sincerely,

**PLUMMER**



Patrick O'Brien, PE, PMP  
Principal

**PLUMMER**



Kelly Fearney, PE  
Project Manager

Encl.: Fee Estimate  
2022 Rate Sheet  
Preliminary Schedule





**Exhibit “B”**  
[Fee Schedule]

**Project Planning - Plummer**

From: 8/1/2022 To: 4/1/2023

Project: 4288-002-01 Dacono WTP Feasibility Study-Dacono S. Platte Study

PIC: OBrien, Patrick

Client: 4288 City of Dacono

PM: Fearney, Kelly

WBS Budget	Bgt Hrs.	Bgt Labor	Bgt ODC	Budget CNS	Total Budget
<b>4288-002-01 Dacono WTP Feasibility Study-Dacono S. Platte Study</b>	<b>481.00</b>	<b>95,750.80</b>	<b>403.65</b>	<b>0.00</b>	<b>96,154.45</b>
<b>01 Water Quality Data Search</b>	91.00	16,235.00	80.73	0.00	16,315.73
A Project Set-up and PM	3.00	670.00	0.00	0.00	670.00
B Kick-off Meeting	7.00	1,520.00	0.00	0.00	1,520.00
C Data Search & Review	50.00	8,380.00	0.00	0.00	8,380.00
D Results Summary & Review Meeting	31.00	5,665.00	80.73	0.00	5,745.73
<b>02 Samping and Analysis Plan</b>	41.00	7,135.00	80.73	0.00	7,215.73
A Sampling Plan Development	33.00	5,565.00	0.00	0.00	5,565.00
B Review Meeting	8.00	1,570.00	80.73	0.00	1,650.73
<b>03 Treatability Review</b>	171.00	36,000.00	80.73	0.00	36,080.73
A Technology Train Review	36.00	8,360.00	0.00	0.00	8,360.00
B Development of Treatment Options	65.00	12,640.00	0.00	0.00	12,640.00
C Tech Memo	50.00	9,920.00	0.00	0.00	9,920.00
D Internal Senior Review	14.00	3,580.00	0.00	0.00	3,580.00
E Review Meeting	6.00	1,500.00	80.73	0.00	1,580.73
<b>04 Conveyance and Plant Location Options</b>	154.00	30,390.40	80.73	0.00	30,471.13
A Develop Plant Locations	36.00	8,160.00	0.00	0.00	8,160.00
B Schematics and Exhibits	68.00	10,720.00	0.00	0.00	10,720.00
C Tech Memo	34.00	7,225.60	0.00	0.00	7,225.60
D Internal Senior Review	10.00	2,724.80	0.00	0.00	2,724.80
E Review Meeting	6.00	1,560.00	80.73	0.00	1,640.73
<b>05 Opinion of Probable Cost</b>	24.00	5,990.40	80.73	0.00	6,071.13
A Costs for Scenarios	12.00	2,683.20	0.00	0.00	2,683.20
B Senior Review	6.00	1,747.20	0.00	0.00	1,747.20
C Review Meeting	6.00	1,560.00	80.73	0.00	1,640.73

Scheduled Labor	Sched Hrs	Sched Amount
<b>4288-002-01 Dacono WTP Feasibility Study-Dacono S. Platte Study</b>	<b>481.00</b>	<b>95,750.80</b>
<b>01 Water Quality Data Search</b>	91.00	16,235.00
A Project Set-up and PM	3.00	670.00
Fearney, Kelly	2.00	430.00
Pierce-Walsh, Meg	1.00	240.00
B Kick-off Meeting	7.00	1,520.00
Arnold, Kristin	2.00	290.00
Fearney, Kelly	2.00	430.00
OBrien, Patrick	1.00	320.00
Pierce-Walsh, Meg	2.00	480.00
C Data Search & Review	50.00	8,380.00
Arnold, Kristin	36.00	5,220.00
Fearney, Kelly	8.00	1,720.00
Pierce-Walsh, Meg	6.00	1,440.00
D Results Summary & Review Meeting	31.00	5,665.00
Arnold, Kristin	19.00	2,755.00
Fearney, Kelly	2.00	430.00
OBrien, Patrick	1.00	320.00
Pierce-Walsh, Meg	9.00	2,160.00
<b>02 Samping and Analysis Plan</b>	41.00	7,135.00
A Sampling Plan Development	33.00	5,565.00
Arnold, Kristin	24.00	3,480.00
Fearney, Kelly	3.00	645.00
Pierce-Walsh, Meg	6.00	1,440.00
B Review Meeting	8.00	1,570.00
Arnold, Kristin	4.00	580.00
Fearney, Kelly	2.00	430.00
OBrien, Patrick	1.00	320.00
Pierce-Walsh, Meg	1.00	240.00
<b>03 Treatability Review</b>	171.00	36,000.00
A Technology Train Review	36.00	8,360.00
Dahm, Mark	8.00	1,920.00
Fearney, Kelly	24.00	5,160.00
OBrien, Patrick	4.00	1,280.00
B Development of Treatment Options	65.00	12,640.00
Dahm, Mark	6.00	1,440.00
Fearney, Kelly	32.00	6,880.00
OBrien, Patrick	3.00	960.00

**Project Planning - Plummer**

From: 8/1/2022 To: 4/1/2023

<i>Pemberton, Ron</i>	24.00	3,360.00
C Tech Memo	50.00	9,920.00
<i>Fearney, Kelly</i>	40.00	8,600.00
<i>Pemberton, Ron</i>	8.00	1,120.00
<i>Peterson, Heather</i>	2.00	200.00
D Internal Senior Review	14.00	3,580.00
<i>Dahm, Mark</i>	6.00	1,440.00
<i>Fearney, Kelly</i>	4.00	860.00
<i>OBrien, Patrick</i>	4.00	1,280.00
E Review Meeting	6.00	1,500.00
<i>Fearney, Kelly</i>	4.00	860.00
<i>OBrien, Patrick</i>	2.00	640.00
<b>04 Conveyance and Plant Location Options</b>	154.00	30,390.40
A Develop Plant Locations	36.00	8,160.00
<i>Fearney, Kelly</i>	32.00	6,880.00
<i>OBrien, Patrick</i>	4.00	1,280.00
B Schematics and Exhibits	68.00	10,720.00
<i>Fearney, Kelly</i>	16.00	3,440.00
<i>Lowry, Nathan</i>	28.00	3,920.00
<i>Pemberton, Ron</i>	24.00	3,360.00
C Tech Memo	34.00	7,225.60
<i>Fearney, Kelly</i>	32.00	7,017.60
<i>Peterson, Heather</i>	2.00	208.00
D Internal Senior Review	10.00	2,724.80
<i>Dahm, Mark</i>	2.00	499.20
<i>Fearney, Kelly</i>	4.00	894.40
<i>OBrien, Patrick</i>	4.00	1,331.20
E Review Meeting	6.00	1,560.00
<i>Fearney, Kelly</i>	4.00	894.40
<i>OBrien, Patrick</i>	2.00	665.60
<b>05 Opinion of Probable Cost</b>	24.00	5,990.40
A Costs for Scenarios	12.00	2,683.20
<i>Fearney, Kelly</i>	12.00	2,683.20
B Senior Review	6.00	1,747.20
<i>Beach, Brian</i>	3.00	748.80
<i>OBrien, Patrick</i>	3.00	998.40
C Review Meeting	6.00	1,560.00
<i>Fearney, Kelly</i>	4.00	894.40
<i>OBrien, Patrick</i>	2.00	665.60

Scheduled ODC (Travel, Mileage, Expenses)	Sched Amount
<b>4288-002-01 Dacono WTP Feasibility Study-Dacono S. Platte Study</b>	<b>403.65</b>
<b>01 Water Quality Data Search</b>	80.73
D Results Summary & Review Meeting	80.73
<i>Plummer</i>	80.73
<b>02 Samping and Analysis Plan</b>	80.73
B Review Meeting	80.73
<i>Plummer</i>	80.73
<b>03 Treatability Review</b>	80.73
E Review Meeting	80.73
<i>Plummer</i>	80.73
<b>04 Conveyance and Plant Location Options</b>	80.73
E Review Meeting	80.73
<i>Plummer</i>	80.73
<b>05 Opinion of Probable Cost</b>	80.73
C Review Meeting	80.73
<i>Plummer</i>	80.73
<b>Scheduled CNS</b>	<b>Sched Amount</b>

**ATTACHMENT A  
PLUMMER ASSOCIATES, INC.  
HOURLY FEE SCHEDULE  
2022**

<b>Staff Description</b>	<b>Staff Code</b>	<b>2022 Rate</b>
Admin Staff	A1 – A2	\$90.00
Admin Staff III	A3	\$95.00
Senior Admin Staff	A4	\$100.00
Designer/Technician	C1-C2	\$90.00
Designer/Technician III	C3	\$120.00
Senior Designer/Technician	C4	\$140.00
Construction Manager in Training ( <i>CMIT</i> )	CM1	\$115.00
Construction Manager in Training II	CM2	\$125.00
Construction Manager in Training III	CM3	\$140.00
Construction Manager IV	CM4	\$145.00
Construction Manager V	CM5	\$175.00
Construction Manager	CM6	\$215.00
Senior Construction Manager	CM7	\$240.00
Principal Construction Manager	CM8	\$260.00
Resident Project Rep. I	RR1	\$80.00
Resident Project Rep. II	RR2	\$110.00
Resident Project Rep. III	RR3	\$130.00
Lead Resident Project Rep.	RR4	\$135.00
Field Tech I	LS1	\$80.00
Field Tech II	LS2	\$95.00
Survey Specialist I	LS3	\$105.00
Survey Specialist II	LS4	\$115.00
Survey Analyst	LS5	\$135.00
Chief of Parties	LS6	\$150.00
Engineer/Scientist Intern	ES0	\$60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$125.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$140.00
Project Engineer/Scientist	ES4	\$145.00
Senior Project Engineer/Scientist	ES5	\$175.00
Project Manager	ES6	\$215.00
Senior Project Manager	ES7	\$240.00
Principal I	ES8	\$305.00
Principal II	ES9	\$320.00
Electrical Engineer in Training I	EE1	\$95.00
Electrical Engineer in Training II	EE2	\$120.00
Electrical Engineer in Training III	EE3	\$135.00
Electrical Specialist	EE4	\$145.00
Programmer	EE5	\$175.00
Programmer II	EE6	\$200.00
Senior Electrical Engineer	EE7	\$280.00

Billing rate may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.