



February 1, 2022

Mr. Jeff Layman  
Town of Silt  
Town Administrator  
231 N. 7<sup>th</sup> Street  
PO Box 70  
Silt, CO 81652

RE: Town of Silt Water Treatment Plant Master Plan - Scope of Services Proposed Agreement

Dear Mr. Layman,

Dewberry is pleased to submit this proposal for professional engineering services for the Town of Silt Water Treatment Plant Master Plan (hereinafter referred to as Project).. This letter serves as our understanding of the Project background, scope, schedule, and fee for the project.

## I. PROJECT UNDERSTANDING

The following constitutes our understanding of the Project and serves as the basis for the proposed scope of services, schedule, and fee. Significant modifications to the Project may result in modifications to Dewberry's services and fees.

The Town of Silt (Town) owns and operates a 1.0 million gallons per day (mgd) surface water treatment plant (WTP) that was constructed in 2006 and subject to the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) drinking water regulations. The Town WTP consists of raw water intake infrastructure, coagulation using flash mixing, clarification (plate settlers), microfiltration membranes, chlorine disinfection, associated chemical feed systems, and pumping systems for raw water, filtrate, and finished water.

Based on discussions with the Town Engineer, Zancanella and Associates, the Town is experiencing high levels of influent turbidity as well as observing elevated levels of manganese in the raw and finished water, both of which demand additional operational attention. High turbidity has led to more frequent membrane fouling and backwashing events where the Town has reported decreased operating life of membrane equipment and increased operation and maintenance for plant staff.

These challenges have prompted the Town to conduct an evaluation of the WTP to outlay capital improvements necessary to identify upgrades to continue meeting CDPHE WQCD regulations and provide a higher level of treatment to address high turbidity and manganese removal. Thus, the proposed Project will consist of an evaluation of Town growth, WTP, and WQCD regulations to assist the Town in budgeting and implementing recommended improvements.

This letter proposal is for a Water Master Plan. Specific tasks included in this scope of work are:

1. Task 1: Project Management
2. Task 2: Project Document Review and Kick-off Meeting
3. Task 3: Basis of Evaluation

4. Task 4: Short-term Alternatives Evaluation
5. Task 5 Long term alternatives Evaluation
6. Task 6 Capital Improvement Plan
7. Task 7 WTP Master Plan Report

This proposal includes scope, schedule, and fee for the project - Scope of Services Proposed Agreement dated February 1, 2022.

## II. SCOPE OF SERVICES

The scope of services includes the following tasks:

### A. Task 1: Project Management

Project management task includes:

1. Manage Dewberry staff on Project budget, schedule, and quality goals.
2. Provide coordination and communication with team members.
3. Implementing Quality Assurance and Quality Control services on all products to the Town.
4. Preparation and review of invoices are included in this task.

### B. Task 2: Project Document Review and Kick-off Meeting

1. Project Document Review
  - a. One (1) on-site Kick-off Meeting with the Town to discuss project approach and objectives. Kick-off Meeting will coincide with the Field Site Visit. This meeting will coincide with the Kick-off Meeting for the Wastewater Treatment Facility Master Plan efforts. Thus, time for attendance and travel is not included in this task since it is included in the Wastewater Treatment Facility Master Plan efforts (refer to Town of Silt Wastewater Treatment Facility Master Plan. Time for this task includes preparation for the meeting for review of existing WTP documents and water quality data to assist in facilitating and conducting the on-site evaluation of the WTP.
  - b. Kick-off Meeting and Field Site Visit will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
  - c. Field Site Visit
    - i. Coordinate with Town WTP Operations Staff to collect information on the major WTP processes and equipment.
    - ii. Interview operations staff to gather institutional knowledge of current and historical operations, maintenance, and performance.
2. Meetings, Workshops, and Site Visits
  - a. One (1) joint Kick-off Meeting and Field Site Visit.
3. Deliverables

- a. Kick-off Meeting and Field Site Visit agenda and notes (electronic and hard copies).
- 4. Assumptions
  - a. Town shall provide all documents available for the Project Document Review. Documents shall include, but not be limited to, master planning reports, facility reports, permitting reports, regulatory documents, geotechnical reports, and as-built (record) drawings in PDF format. It is assumed these documents are accurate or current.
  - b. Town Operations Staff shall be available for interviews during the Kick-off Meeting and Field Site Visit.
  - c. Time for on-site meetings, workshops, and site visits includes travel time.

### **C. Task 3: Basis of Evaluation**

- 1. Water Quality Evaluation
  - a. Current and 20-year Future Conditions
    - i. Service Area and Land Use
      - Review existing water data and planning documentation related to the Town's service area and land use to baseline the current service area and planned development as well as estimate current demands and production.
      - Review existing water data and planning documentation related to the Town's potential future service area and land use to estimate potential future demands.
      - Evaluate raw and finished water quality parameters as well as flows for average daily demand, maximum monthly demand, and associated peaking factors (current and future).
      - Evaluate existing intermediate process control data including plant data for pretreatment, sedimentation, filtration, disinfection, backwash waste, and associated chemical feed systems and storage.
    - ii. Population: Current and 20-year Estimates
      - Review existing planning documents and perform a comparative analysis of past projections to County assessor and Town population and employment data to update current estimates.
      - Town shall coordinate with Dewberry to develop assumptions for the 20-year projections including population, future growth, expansion plans, demand flows, and water supply.
- 2. Regulatory review
  - a. Review CDPHE WQCD regulations applicable to the Town WTP.
- 3. Meetings, Workshops, and Site Visits
  - a. None, unless requested and approved by the Town as Additional Services.
- 4. Deliverables
  - a. None, unless requested and approved by the Town as Additional Services.
- 5. Assumptions
  - a. Town shall provide all documents necessary for the Water Quality Evaluation in electronic format. Documents shall include, but not be limited to: GIS mapping files,

land use documents, master planning reports, facility reports, permitting reports, as-built (record) drawings in PDF format, population data, easement maps, and property maps. These documents will be assumed to be the best available information at the time of the request and are assumed to be accurate and current.

- b. Town shall provide Town five (5) years of historical water quality and flow data in Microsoft Office Excel format.
- c. Town shall provide water financial operating records: expense and revenue summaries for the past five (5) years.
- d. Town shall provide customer data by monthly volume, type, and fees.
- e. Town shall provide electricity usage as well as water rate data for the past five (5) years and copy of the current water use ordinance.
- f. Any and all communications with CDPHE do not definitively establish any future regulations imposed on the water treatment plant. Projections of regulations and water quality requirements for the Town will be based upon discussions with CDPHE and the Town on Regulation 11: Colorado Primary Drinking Water Regulations (effective 09/30/2020).

#### **D. Task 4: Short-term Alternatives Evaluation**

1. Perform a short-term treatment alternatives evaluation that includes the preparation of compilation of recommended WTP improvements over the next ten (10) years.
  - a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
  - b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
2. Facilitate meeting (Workshop No. 1) with the Town to discuss short-term treatment options and recommendations.
  - a. Workshop No. 1 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
3. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 1).
4. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic copy for each deliverable.
5. Assumptions
  - a. Town WTP Operations Staff shall attend Workshop No. 1.

### **E. Task 5: Long-term Alternatives Evaluation**

1. Perform a long-term treatment alternatives evaluation that includes the preparation of compilation of recommended WTP improvements over the next ten (10) to twenty (20) years.
  - a. Develop alternatives to address shortcomings identified during plant evaluation.
  - b. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
  - c. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
  - d. Estimate anticipated impacts on user rates for the recommended improvements.
  - e. Alternatives evaluation will also include a qualitative evaluation of non-economic factors including ease of operation, environmental impact, ability to meet potential future regulatory requirements, upgrade capability, reliability, public acceptance, health and safety, and performance history.
2. Facilitate meeting (Workshop No. 2) with the Town to discuss long-term treatment options and recommendations.
  - a. Workshop No. 2 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
3. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 2).
4. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic copy for each deliverable.
5. Assumptions
  - a. Town WTP Operations Staff shall attend Workshop No. 2.
  - b. Anticipated impacts on user rates for the recommended improvements does not include a rate study analysis. Work proposed includes adding the cost of improvements over a 20-year horizon assuming a basis of single family equivalents or equivalent residential units (EQR) within the Town's service area with a reserve ratio in accordance with Colorado's State Revolving Fund requirements.

### **F. Task 6: Capital Improvement Plan Recommendations**

1. Recommend short and long-term improvements to the WTP based upon the analyses in Task 4 and 5.
2. Prepare schedule for the recommended improvements with identified regulatory milestones.

### **G. Task 7: WTP Master Plan Report**

1. Preparation of WTP Master Plan Report
  - a. Prepare Draft WTP Master Plan Report and submit to the Town for their review and comment. Town will submit written comments to Dewberry within two (2) weeks after receipt of WTP Master Plan Report.
  - b. Draft WTP Master Plan Report will include summary of the following:
    - i. Demand and Growth Analysis
    - ii. Treatment Alternatives and Recommended Improvements
    - iii. OPCs
    - iv. CIP Recommended Schedule and Milestones
2. Workshop No. 3
  - a. Facilitate workshop with the Town to discuss the Draft WTP Master Plan Report. Workshop format scope includes video conference scheduled and managed by Dewberry.
  - b. Workshop No. 3 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer
3. Finalize WTP Master Plan Report and submit final electronic copy to the Town.
4. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 3).
5. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic and hard copy for each deliverable.
6. Assumptions
  - a. Town WTP Operations Staff shall attend Workshop No. 3.
  - b. Additional iterations to prepare deliverables beyond what is described herein are considered Additional Services.
  - c. Town shall review the Draft WTP Master Plan Report for any misrepresentations and inaccuracies prior to the Workshop No. 3 and discuss these items for correction in the meeting.
  - d. Town shall review the Final WTP Master Plan Report for any misrepresentations and inaccuracies and report any thereof immediately to Dewberry for review.
  - e.

### **III. ADDITIONAL SERVICES**

Dewberry will furnish Additional Services for changes in this proposed Scope of Services or as requested by the Town and will provide an estimated fee for Additional Services. Dewberry will not perform Additional Services without prior written authorization from the Town. Additional Services not provided in this Scope of Services include, but are not limited to, the following:

- A. Items identified as Additional Services in each task under the Assumptions subsections in SECTION II – SCOPE OF WORK.
- B. Design, bidding, and construction-phase services.
- C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are not included in the proposed scope of services.
- D. Assistance with the Town WTP permitting processes and funding applications, funding contract development, and administrative services following funding contract execution.
- E. Permitting fees.
- F. Conducting archaeological/ historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation and infiltration and inflow analysis.
- G. A task that is not explicitly included is explicitly excluded.

**IV. PRELIMINARY PROJECT SCHEDULE**

Dewberry estimates completion of the proposed scope of services, ~~within six (6) months from the notice to proceed.~~ *within six (6) months from the INCLUDING SUBMITTAL TO THE STATE BY 6/30/22 JA*

- 1. The proposed project schedule was developed based on the Town providing the information delineated herein in a timely manner.
- 2. Dewberry is not responsible for time delays caused by circumstances beyond the control of Dewberry.

**V. ENGINEERING FEE**

Dewberry proposes to complete the proposed Scope of Services described herein for the following estimated lump sum fee with a total of \$99,835:

<b>Task Description</b>	<b>Amount</b>
Task 1: Project Management	\$ 8,740
Task 2: Project Document Review and Kick-off Meeting	\$ 11,760
Task 3: Basis of Evaluation	\$ 14,300
Task 4: Short-term Alternatives Evaluation	\$ 18,535
Task 5: Long-term Alternatives Evaluation	\$ 27,225
Task 6: Capital Improvement Plan Recommendations	\$ 3,360
Task 7: Master Plan Report	\$ 15,915
<b>Total</b>	<b>\$ 99,835</b>

**VI. AUTHORIZATION**

This Agreement authorizes Dewberry to provide engineering services described in this proposal per attached terms and conditions. Please contact me if you require any modifications to this Agreement or need any other assistance.

Dewberry Engineers Inc.

Town of Silt

Signature:



Signature:



Name:

Patrick D. Radabaugh, PE

Name:

Jeff Layman

Title:

Senior Associate

Title:

Town Administrator

Date:

February 1, 2022

Date:

2/15/22



Town of Silt - WTP Master Plan			PIC	QA/QC - Technical Advisor	Civil/Process			Admin	Expenses		
Total Fee \$99,835		Project Title	Principal-In-Charge	Technical Advisor	Project Manager	Project Engineer	Designer	Admin	Mileage	Meals	ODCs
	Total Effort	Billable Rate	\$300.00	\$220.00	\$205.00	\$150.00	\$125.00	\$110.00	\$0.56		-
<b>Task 1: Project Management</b>											
1.1	Project Setup and Internal Meeting	\$1,530.00	1		4	2		1			
1.2	Task 1	\$410.00			2						
1.3	Task 2	\$410.00			2						
1.4	Task 3	\$410.00			2						
1.5	Task 4	\$410.00			2						
1.6	Task 5	\$410.00			2						
1.7	Task 6	\$410.00			2						
1.8	Tracking and Invoices	\$1,230.00			6						
1.9	QA/QC	\$3,520.00		16							
	<b>Hours</b>	<b>Fee</b>	<b>1</b>	<b>16</b>	<b>22</b>	<b>2</b>		<b>1</b>			
		\$3,770.00	\$300.00	\$3,620.00	\$4,510.00	\$300.00		\$110.00			
<b>Task 2: Project Document Review and Kick-off Meeting</b>											
2.1	Kick-off meeting (included in WWTF MP)	\$0.00									
2.2	Field Site Visit Follow-up Meeting and Notes	\$1,860.00		2	4	4					
2.3	Water data review (current)	\$2,935.00		1	3	14					
2.4	Planning documents review	\$2,335.00		1	3	10					
2.5	Permitting documents review	\$1,980.00		1	2	9					
2.6	Design plan documents review	\$2,650.00		2	2	12					
	<b>Hours</b>	<b>Fee</b>		<b>7</b>	<b>14</b>	<b>49</b>					
		\$11,760.00		\$1,600.00	\$2,870.00	\$7,460.00					
<b>Task 3: Basis of Evaluation</b>											
3.1	CDPHE	\$0.00									
3.1.1	Regulation Review	\$1,610.00			2	8					
3.1.2	CDPHE coordination - Regulatory	\$1,010.00			2	4					
3.1.3	CDPHE coordination - Funding	\$1,010.00			2	4					
3.2	Projections	\$0.00									
3.2.1	Demands and Source Water Supply	\$4,530.00			6	22					
3.2.2	Population	\$1,610.00			2	8					
3.2.3	Land Use	\$1,610.00			2	8					
3.3	Drinking water quality requirements	\$2,920.00			4	14					
	<b>Hours</b>	<b>Fee</b>			<b>10</b>	<b>56</b>					
		\$18,390.00			\$3,100.00	\$10,200.00					
<b>Task 4: Short-term Alternatives Evaluation</b>											
4.1	Raw water Intake	\$1,010.00			2	4					
4.2	Pretreatment	\$2,920.00			4	14					
4.3	Sedimentation	\$1,610.00			2	8					
4.4	Filtration	\$2,920.00			4	14					
4.5	Disinfection	\$2,920.00			4	14					
4.6	Clearwell	\$505.00			1	2					
4.7	Backwash settling basin	\$1,625.00		1	1	8					
4.8	Treatment matrix analysis and selection	\$1,610.00			2	8					

Town of Silt  
WTP Master Plan

Town of Silt - WTP Master Plan			PIC	QA/QC - Technical Advisor	Civil/Process			Admin	Expenses		
Total Fee \$99,836			Principal-In-Charge	Technical Advisor	Project Manager	Project Engineer	Designer	Admin	Mileage	Meals	ODCs
	Project Title	Total Effort	Billable Rate								
4.9	CADD figures	\$1,555.00	\$300.00	\$220.00	1	4	6	\$110.00	\$0.66		
4.10	Workshop No. 1	\$1,860.00			2	4	4				
	Hours	114			3	25	46	6			
	Fee	\$16,917.00			\$889.00	\$5,125.00	\$62,400.00	\$790.00			
<b>Task 5: Long-term Alternatives Evaluation</b>											
5.1	Raw water intake	\$1,310.00			2	6					
5.2	Pretreatment	\$1,910.00			2	10					
5.3	Sedimentation	\$1,910.00			2	10					
5.4	Filtration	\$1,910.00			2	10					
5.5	Disinfection	\$1,910.00			2	10					
5.6	Clearwell	\$1,910.00			2	10					
5.7	Backwash settling basin	\$1,910.00			2	10					
5.8	Chemical feed systems and storage	\$1,910.00			2	10					
5.9	Treatment matrix analysis and selection	\$1,910.00			2	10					
5.10	Cost Evaluation	\$1,910.00			2	10					
5.10.1	Capital	\$1,910.00			2	10					
5.10.2	O&M	\$1,910.00			2	10					
5.10.3	User Rate Impact	\$1,760.00			2	9					
5.11	Workshop No. 2	\$3,145.00			3	7	7				
	Hours	166			3	33	102				
	Budget Revenue	\$27,225.00			\$840.00	\$6,785.00	\$19,600.00				
<b>Task 6: Capital Improvement Plan Recommendations</b>											
6.1	Regulatory Timeline	\$1,530.00			1	2	6				
6.2	CIP Timeline	\$1,830.00			1	2	8				
		\$0.00									
	Hours	20			2	4	14				
	Budget Revenue	\$3,360.00			\$840.00	\$920.00	\$2,100.00				
<b>Task 7: WTP Master Plan Report</b>											
7.1	WTP MP Report	\$0.00									
7.1.1	Draft	\$7,940.00				8	32	12			
7.1.2	Workshop No. 3	\$3,145.00			3	7	7				
7.1.3	Draft Update with Comments	\$3,220.00				4	16				
7.1.4	Final	\$1,610.00				2	8				
	Hours	69			3	21	63	12			
	Budget Revenue	\$15,915.00			\$840.00	\$4,305.00	\$19,600.00	\$1,600.00			
<b>Total Hours</b>					1	34	139	46	1		
<b>Fee Total</b>					\$300	\$7,450	\$28,485	\$61,200	\$2,260	\$110	\$0

**ATTACHMENT B  
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to [Notices@dewberry.com](mailto:Notices@dewberry.com) or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

February 1, 2022

Mr. Jeff Layman  
Town of Silt  
Town Administrator  
231 N. 7<sup>th</sup> Street  
PO Box 70  
Silt, CO 81652

**RE: Town of Silt Wastewater Treatment Facility Master Plan - Scope of Services Proposed Agreement**

Dear Mr. Layman,

Dewberry is pleased to submit this proposal for professional engineering services for the Town of Silt Wastewater Treatment Facility Master Plan (hereinafter referred to as Project). This letter serves as our understanding of the Project background, scope, schedule, and fee .

## **I. PROJECT UNDERSTANDING**

The following constitutes our understanding of the Project and serves as the basis for the proposed scope of services, schedule, and fee. Significant modifications to the Project may result in modifications to Dewberry's services and fees.

The Town of Silt (Town) owns and operates a 0.75 million gallons per day (mgd) wastewater treatment facility (WWTF) that was constructed in 2005 and subject to the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) regulations. An initial step in addressing the challenges posed by regulations is the development of the Town's WWTF Master Plan. Project will consist of an evaluation of Town growth, WWTF, and WQCD regulations to assist the Town in budgeting and implementing recommended improvements.

This letter proposal includes seven tasks as detailed below.

1. Task 1: Project Management
2. Task 2: Project Document Review and Kick-off Meeting
3. Task 3: Basis of Evaluation
1. Task 4: Short-term Alternatives Evaluation
2. Task 5: Long-term Alternatives Evaluation
3. Task 6: Capital Improvement Plan Recommendations
4. Task 7: WWTF Master Plan Report

This proposal includes scope, schedule, and fee for the project. Scope of Services Proposed Agreement dated February 1 2022.

## **II. SCOPE OF SERVICES**

The scope of services includes the following tasks for Phase 1:

1. **Task 1-1: Project Management**
2. **Task 1-2: Project Document Review and Kick-off Meeting**
3. **Task 1-3: Basis of Evaluation**
4. **Task 1-4: Short-term Alternatives Evaluation**

## **B. Task 1-1: Project Management**

The project management task includes:

1. Manage Dewberry staff on Project budget, schedule, and quality goals.
2. Provide coordination and communication with team members.
3. Implementing Quality Assurance and Quality Control services on all products to the Town.
4. Preparation and review of invoices are included in this task.

## **C. Task 2: Project Document Review and Kick-off Meeting**

1. Project Document Review
  - a. Conduct one (1) on-site Kick-off Meeting with the Town to discuss project approach and objectives. Kick-off Meeting will coincide with the Field Site Visit.
  - b. Kick-off Meeting and Field Site Visit will be attended by the following Dewberry personnel:
    - i. Project Manager.
    - ii. Senior Project Engineer.
    - iii. Project Engineer.
  - c. Field Site Visit
    - i. Coordinate with Town WWTF Operations Staff to collect information on the major WWTF processes and equipment.
    - ii. Interview operations staff to gather institutional knowledge of current and historical operations, maintenance, and performance.
2. Meetings, Workshops, and Site Visits
  - a. One (1) joint Kick-off Meeting and Field Site Visit.
3. Deliverables
  - a. Kick-off Meeting and Field Site Visit agenda and notes (electronic and hard copies).
4. Assumptions
  - a. Town shall provide all documents available for the Project Document Review. Documents shall include, but not be limited to, five years of influent, operational, and effluent data, master planning reports, facility reports, permitting reports, regulatory documents, geotechnical reports, and as-built (record) drawings in PDF format. It is assumed these documents are accurate or current.
  - b. Town Operations Staff shall be available for interviews during the Kick-off Meeting and Field Site Visit.
  - c. Time for on-site meetings, workshops, and site visits includes travel time.

## **D. Task 3: Basis of Evaluation**

1. **Wastewater Characterization Evaluation**
  - a. **Current and 20-year Future Conditions**
    - i. **Service Area and Land Use**
      - Review existing wastewater data and planning documentation related to the Town's service area and land use to baseline the current service area and planned development.
      - Review existing wastewater data and planning documentation related to the Town's potential future service area and land use to estimate potential future flows and loads.
      - Evaluate influent and effluent biochemical oxygen demand (BOD<sub>5</sub>), total suspended solids (TSS), ammonia, total inorganic nitrogen (TIN), and phosphorus as part of the loading estimates (current and future) including annual average daily, maximum monthly, maximum daily, and associated peaking factors.
      - Evaluate influent average daily, maximum monthly, and maximum daily flows as part of the flow estimates. Project future flows and loads.
      - Evaluate existing intermediate process control data including plant data for RAS/WAS, digester decant, digested sludge influent to dewatering, dewatered solids, and hauling data.
    - ii. **Population: Current and 20-year Estimates**
      - Review existing planning documents and perform a comparative analysis of past projections to County assessor and Town population and employment data to update current estimates.
      - Town shall coordinate with Dewberry to develop assumptions for the 20-year projections including population, future growth, expansion plans, flows, and loads.
2. **Regulatory review**
  - a. Review CDPHE WQCD regulations applicable to the Town WWTF.
3. **Meetings, Workshops, and Site Visits**
  - a. None, unless requested and approved by the Town as Additional Services.
4. **Deliverables**
  - a. None, unless requested and approved by the Town as Additional Services.
5. **Assumptions**
  - a. Town shall provide all documents necessary for the Wastewater Characterization Evaluation in electronic format. Documents shall include, but not be limited to: GIS mapping files, land use documents, master planning reports, facility reports, permitting reports, as-built (record) drawings in PDF format, population data, easement maps, and property maps. These documents will be assumed to be the best available information at the time of the request and are assumed to be accurate and current.
  - b. Town shall provide Town five (5) years of historical wastewater data in Microsoft Office Excel format.

- c. It is Dewberry's understanding that infiltration and inflow data is not collected by the Town. Therefore, the Town will coordinate with Dewberry to estimate peaking factors.
- d. Town shall provide wastewater financial operating records: expense and revenue summaries for the past five (5) years.
- e. Town shall provide customer data by monthly volume, type, and fees.
- f. Town does not have data for the refractory portion of nitrogen, phosphorus, and carbon in their wastewater; thus, assumptions for these species will be used in the proposed efforts if applicable.
- g. Town shall provide electricity usage as well as sewer rate data for the past five (5) years, copy of the current sewer use ordinance, and significant industrial user (SIU) agreements with industries.
- h. The request for preliminary effluent limitations (PELs) will not be submitted to CDPHE. Therefore, effluent limitations for metals, salts, electroconductivity, sodium adsorption ratio, cyanide, and temperature will not be included as part of the scope of services described herein as part of the evaluation consideration of those parameters.
- i. Any and all communications with CDPHE do not definitively establish any future nutrient regulations imposed on the wastewater treatment plant. Projections of nutrient regulations and nutrient effluent limitations for the Town will be based upon discussions with CDPHE and the Town on Regulation 31: The Basic Standards and Methodologies for Surface Water (effective 06/30/20).

#### **E. Task 4: Short-term Alternatives Evaluation**

- 1. Perform a short-term treatment alternatives evaluation that includes the preparation of compilation of recommended WWTF improvements over the next ten (10) years.
  - a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
  - b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
- 2. Facilitate meeting (Workshop No. 1) with the Town to discuss short-term treatment options and recommendations.
  - a. Workshop No. 1 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
- 3. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 1).
- 4. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic copy for each deliverable.
- 5. Assumptions



- a. Town WWTF Operations Staff shall attend Workshop No. 1.

#### **F. Task 5: Long-term Alternatives Evaluation**

1. Perform a long-term treatment alternatives evaluation that includes the preparation of compilation of recommended WWTF improvements over the next ten (10) to twenty (20) years.
  - a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
  - b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
  - c. Estimate anticipated impacts on user rates for the recommended improvements.
  - d. Alternatives evaluation will also include a qualitative evaluation of non-economic factors including ease of operation, environmental impact, ability to meet potential future regulatory requirements, upgrade capability, reliability, public acceptance, health and safety, and performance history.
2. Facilitate meeting (Workshop No. 2) with the Town to discuss long-term treatment options and recommendations.
  - a. Workshop No. 2 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
3. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 2).
4. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic copy for each deliverable.
5. Assumptions
  - a. Town WWTF Operations Staff shall attend Workshop No. 2.
  - b. Anticipated impacts on user rates for the recommended improvements does not include a rate study analysis. Work proposed includes adding the cost of improvements over a 20-year horizon assuming a basis of single family equivalents (SFE) or equivalent residential unit (EQR) within the Town's service area with a reserve ratio in accordance with Colorado's State Revolving Fund requirements.

#### **G. Task 6: Capital Improvement Plan Recommendations**

1. Recommend short and long-term improvements to the WWTF.
2. Prepare schedule for the recommended improvements with identified regulatory milestones.

## **H. Task 7: WWTF Master Plan Report**

1. Preparation of WWTF Master Plan Report
  - a. Prepare Draft WWTF Master Plan Report and submit to the Town for their review and comment. Town will submit written comments to Dewberry within two (2) weeks after receipt of WWTF Master Plan Report.
  - b. Draft WWTF Master Plan Report will include summary of the following:
    - i. Flows and Loads Analysis
    - ii. Treatment Alternatives and Recommended Improvements
    - iii. OPCs
    - iv. CIP Recommended Schedule and Milestones
2. Workshop No. 3
  - a. Facilitate workshop with the Town to discuss the Draft WWTF Master Plan Report. Workshop format scope includes video conference scheduled and managed by Dewberry.
  - b. Workshop No. 3 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
3. Finalize WWTF Master Plan Report and submit final electronic copy to the Town.
4. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 3).
5. Deliverables
  - a. Workshop agenda and notes.
  - b. Final copy of Completed Town of Silt WWTF Master Plan Report.
  - c. Town will be provided with an electronic and hard copy for each deliverable.
6. Assumptions
  - a. Town WWTF Operations Staff shall attend Workshop No. 3.
  - b. Additional iterations to prepare deliverables beyond what is described herein are considered Additional Services.
  - c. Town shall review the Draft WWTF Master Plan Report for any misrepresentations and inaccuracies prior to the Workshop No. 3 and discuss these items for correction in the meeting.
  - d. Town shall review the Final WWTF Master Plan Report for any misrepresentations and inaccuracies and report any thereof immediately to Dewberry for review.
  - e.

## **III. ADDITIONAL SERVICES**

Dewberry will furnish Additional Services for changes in this proposed Scope of Services or as requested by the Town and will provide an estimated fee for Additional Services. Dewberry will not perform Additional Services without prior written authorization from the Town. Additional Services not provided in this Scope of Services include, but are not limited to, the following:

- A. Items identified as Additional Services in each task under the Assumptions subsections in SECTION II – SCOPE OF WORK.
- B. Design, bidding, and construction-phase services.
- C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are not included in the proposed scope of services.
- D. Assistance with the Town WWTF Colorado NPDES permitting processes and funding applications, funding contract development, and administrative services following funding contract execution.
- E. Permitting fees.
- F. Conducting archaeological/ historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation and infiltration and inflow analysis.
- G. Request preparation for and evaluation of preliminary effluent limitations (PELs).
- H. Contacting industries for future growth and expansion plans, updating or developing treatment agreements with major contributing industries, and meetings with SIUs.
- I. A task that is not explicitly included is explicitly excluded.

#### IV. PRELIMINARY PROJECT SCHEDULE

Dewberry estimates completion of the proposed scope of services ~~within six months from the notice to proceed.~~ *including submittal to the state by 6/30/22.*

1. The proposed project schedule was developed based on the Town providing the information delineated herein in a timely manner.
2. Dewberry is not responsible for time delays caused by circumstances beyond the control of Dewberry.

## V. ENGINEERING FEE

Dewberry proposes to complete the proposed Scope of Services described herein for the following estimated lump sum fee with a total of \$99,855:

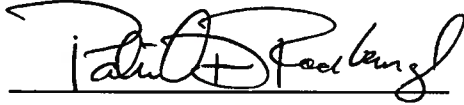
<b>Task Description</b>	<b>Amount</b>
Task 1: Project Management	\$ 9,055
Task 2: Project Document Review and Kick-off Meeting	\$ 19,147
Task 3: Basis of Evaluation	\$ 13,590
Task 4: Short-term Alternatives Evaluation	\$ 11,710
Task 5: Long-term Alternatives Evaluation	\$ 26,175
Task 6: Capital Improvement Plan Recommendations	\$ 4,260
Task 7: WWTF Master Plan	\$ 15,915
<b>Total</b>	<b>\$ 99,855</b>

## VI. AUTHORIZATION

This Agreement authorizes Dewberry to provide engineering services described in this proposal per the attached terms and conditions. Please contact me if you require any modifications to this Agreement or need any other assistance.

Dewberry Engineers Inc.

Signature:



Name: Patrick D. Radabaugh, PE

Title: Senior Associate

Date: February 1, 2022

Town of Silt

Signature:



Name: Jeff Layman

Title: Town Administrator

Date:

2/15/22

**ATTACHMENT B  
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to [Notices@dewberry.com](mailto:Notices@dewberry.com) or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

Town of Silt - WWTF Master Plan			PIC	QA/QC - Technical Advisor	Civil/Process			Admin	Expenses		
Total Fee \$99,855			Principal-in-Charge \$300.00	Technical Advisor \$220.00	Project Manager \$205.00	Project Engineer \$160.00	Designer \$125.00	Admin \$110.00	Mileage \$0.56	Meals	ODCs
Task	Project Title	Total Effort	Billable Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
<b>Task 1: Project Management</b>											
Notes											
1.1	Project Setup and Internal Meeting	\$1,640.00		1		4		2		2	
1.2	Task 1-2	\$410.00				2					
1.3	Task 1-3	\$410.00				2					
1.4	Task 1-4	\$410.00				2					
1.5	Task 1-5	\$410.00				2					
1.6	Task 1-6	\$410.00				2					
1.7	Task 1-7	\$410.00				2					
1.8	Tracking and Invoices	\$1,435.00				7					
1.9	QA/QC	\$3,520.00				16					
				1	16	20	2	2			
				\$300	\$3,520	\$2,015	\$800		\$410		
<b>Task 2: Project Document Review and Kick-off Meeting</b>											
Notes											
2.1	Kick-off meeting	\$7,236.60				12		12		360	\$135
2.2	Field Site Visit Follow-up Meeting and Notes	\$1,655.00				2		3			
2.3	Wastewater data review (current)	\$2,935.00				1		3		14	
2.4	Planning documents review	\$2,835.00				1		3		12	
2.5	Permitting documents review	\$2,035.00				1		3		8	
2.6	Design plan documents review	\$2,650.00				2		2		12	
						19		26		62	
				\$4,180	\$5,510	\$4,100				\$402	\$185
<b>Task 3: Basis of Evaluation</b>											
Notes											
3.1	CDPHE	\$0.00									
3.1.1	Regulation Review	\$2,020.00				4		8			
3.1.2	CDPHE coordination - Regulatory	\$1,010.00				2		4			
3.1.3	CDPHE coordination - Funding	\$1,010.00				2		4			
3.2	Projections	\$0.00									
3.2.1	Flows and Loads	\$3,820.00				4		20			
3.2.2	Population	\$1,610.00				2		8			
3.2.3	Land Use	\$1,610.00				2		8			
3.3	Discharge requirements	\$2,510.00				2		14			
								38		88	
						\$0		\$2,690		\$3,690	
<b>Task 4: Short-term Alternatives Evaluation</b>											
Notes											
4.1	Headworks	\$1,010.00				2		4			
4.2	Secondary	\$0.00									
4.2.1	BNR	\$1,420.00				4		4			
4.2.2	Secondary Clarification	\$1,010.00				2		4			
4.2.3	Disinfection	\$1,010.00				2		4			
4.2.4	Solids Processing and Handling	\$1,420.00				4		4			
4.3	Treatment matrix analysis and selection	\$1,830.00				1		2		8	

Town of Silt - WWTF Master Plan			PIC	QA/QC - Technical Advisor	Civil/Process			Admin	Expenses		
Total Fee \$99,855			Principal-in-Charge	Technical Advisor	Project Manager	Project Engineer	Designer	Admin	Mileage	Meals	ODCs
Total Effort			Billable Rate								
4.4	CADD figures	\$1,710.00	\$300.00	\$220.00	\$205.00	\$150.00	\$125.00	\$110.00	\$0.56		
4.5	Workshop No. 1	\$2,300.00		4	4	4					
	Hours	59		5	22	34	8				
	Budget Revenue	\$9,770.00	\$0	\$1,100	\$4,610	\$5,100	\$1,000				
<b>Task 5: Long-term Alternatives Evaluation</b>											
5.1	WWTF	\$0.00									
5.1.1	Headworks	\$1,310.00			2	6					
5.1.2	BNR	\$3,220.00			4	16					
5.1.3	Secondary Clarification	\$1,610.00			2	8					
5.1.4	Disinfection	\$1,610.00			2	8					
5.1.5	Solids Holding Tank	\$1,610.00			2	8					
5.1.6	Dewatering	\$2,210.00			2	12					
5.1.7	Tertiary Filtration (Phosphorus)	\$2,210.00			2	12					
5.1.8	Metals Removal	\$1,910.00			2	10					
5.2	Treatment matrix analysis and selection	\$1,910.00			2	10					
5.2.1	Cost Evaluation	\$0.00									
5.2.2	Capital	\$1,910.00			2	10					
5.2.3	O&M	\$1,910.00			2	10					
5.2.4	User Rate Impact	\$1,910.00			2	8					
5.3	Workshop No. 2	\$3,145.00		3	7	7					
	Hours	163		3	23	145					
	Budget Revenue	\$65,175.00	\$0	\$660	\$5,740	\$18,750	\$0				
<b>Task 6: Capital Improvement Plan Recommendations</b>											
6.1	Regulatory Timeline	\$2,130.00		1	2	10					
6.2	CIP Timeline	\$2,130.00		1	2	10					
	Hours	28		2	4	20					
	Budget Revenue	\$3,270.00	\$0	\$440	\$920	\$1,900	\$0				
<b>Task 7: WWTF Master Plan Report</b>											
7.1	WWTF MP Report	\$0.00									
7.2	Draft	\$7,940.00			8	32	12				
7.2.1	Workshop No. 3	\$3,145.00		3	7	7					
7.2.2	Draft Update with Comments	\$3,220.00			4	16					
7.2.3	Final	\$1,610.00			2	8					
	Hours	63		3	21	63	12				
	Budget Revenue	\$15,915.00	\$0	\$660	\$4,300	\$9,450	\$1,600.00	\$0			

Total Hours	1	48	147	372	20	2					
Fee	\$300	\$10,560	\$30,135	\$65,000	\$2,500	\$220	\$202	\$136	\$0		

Dewberry Fee Breakdown

Town of Silt  
WWTF Master Plan

2/1/2022



February 1, 2022

Mr. Jeff Layman  
Town of Silt  
Town Administrator  
231 N. 7<sup>th</sup> Street  
PO Box 70  
Silt, CO 81652

RE: Town of Silt Water Treatment Plant Master Plan - Scope of Services Proposed Agreement

Dear Mr. Layman,

Dewberry is pleased to submit this proposal for professional engineering services for the Town of Silt Water Treatment Plant Master Plan (hereinafter referred to as Project).. This letter serves as our understanding of the Project background, scope, schedule, and fee for the project.

## **I. PROJECT UNDERSTANDING**

The following constitutes our understanding of the Project and serves as the basis for the proposed scope of services, schedule, and fee. Significant modifications to the Project may result in modifications to Dewberry's services and fees.

The Town of Silt (Town) owns and operates a 1.0 million gallons per day (mgd) surface water treatment plant (WTP) that was constructed in 2006 and subject to the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) drinking water regulations. The Town WTP consists of raw water intake infrastructure, coagulation using flash mixing, clarification (plate settlers), microfiltration membranes, chlorine disinfection, associated chemical feed systems, and pumping systems for raw water, filtrate, and finished water.

Based on discussions with the Town Engineer, Zancanella and Associates, the Town is experiencing high levels of influent turbidity as well as observing elevated levels of manganese in the raw and finished water, both of which demand additional operational attention. High turbidity has led to more frequent membrane fouling and backwashing events where the Town has reported decreased operating life of membrane equipment and increased operation and maintenance for plant staff.

These challenges have prompted the Town to conduct an evaluation of the WTP to outlay capital improvements necessary to identify upgrades to continue meeting CDPHE WQCD regulations and provide a higher level of treatment to address high turbidity and manganese removal. Thus, the proposed Project will consist of an evaluation of Town growth, WTP, and WQCD regulations to assist the Town in budgeting and implementing recommended improvements.

This letter proposal is for a Water Master Plan. Specific tasks included in this scope of work are:

1. Task 1: Project Management
2. Task 2: Project Document Review and Kick-off Meeting
3. Task 3: Basis of Evaluation

4. Task 4: Short-term Alternatives Evaluation
5. Task 5 Long term alternatives Evaluation
6. Task 6 Capital Improvement Plan
7. Task 7 WTP Master Plan Report

This proposal includes scope, schedule, and fee for the project - Scope of Services Proposed Agreement dated February 1, 2022.

## II. SCOPE OF SERVICES

The scope of services includes the following tasks:

### A. Task 1: Project Management

Project management task includes:

1. Manage Dewberry staff on Project budget, schedule, and quality goals.
2. Provide coordination and communication with team members.
3. Implementing Quality Assurance and Quality Control services on all products to the Town.
4. Preparation and review of invoices are included in this task.

### B. Task 2: Project Document Review and Kick-off Meeting

1. Project Document Review
  - a. One (1) on-site Kick-off Meeting with the Town to discuss project approach and objectives. Kick-off Meeting will coincide with the Field Site Visit. This meeting will coincide with the Kick-off Meeting for the Wastewater Treatment Facility Master Plan efforts. Thus, time for attendance and travel is not included in this task since it is included in the Wastewater Treatment Facility Master Plan efforts (refer to Town of Silt Wastewater Treatment Facility Master Plan. Time for this task includes preparation for the meeting for review of existing WTP documents and water quality data to assist in facilitating and conducting the on-site evaluation of the WTP.
  - b. Kick-off Meeting and Field Site Visit will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
  - c. Field Site Visit
    - i. Coordinate with Town WTP Operations Staff to collect information on the major WTP processes and equipment.
    - ii. Interview operations staff to gather institutional knowledge of current and historical operations, maintenance, and performance.
2. Meetings, Workshops, and Site Visits
  - a. One (1) joint Kick-off Meeting and Field Site Visit.
3. Deliverables

- a. Kick-off Meeting and Field Site Visit agenda and notes (electronic and hard copies).
- 4. Assumptions
  - a. Town shall provide all documents available for the Project Document Review. Documents shall include, but not be limited to, master planning reports, facility reports, permitting reports, regulatory documents, geotechnical reports, and as-built (record) drawings in PDF format. It is assumed these documents are accurate or current.
  - b. Town Operations Staff shall be available for interviews during the Kick-off Meeting and Field Site Visit.
  - c. Time for on-site meetings, workshops, and site visits includes travel time.

### **C. Task 3: Basis of Evaluation**

- 1. Water Quality Evaluation
  - a. Current and 20-year Future Conditions
    - i. Service Area and Land Use
      - Review existing water data and planning documentation related to the Town's service area and land use to baseline the current service area and planned development as well as estimate current demands and production.
      - Review existing water data and planning documentation related to the Town's potential future service area and land use to estimate potential future demands.
      - Evaluate raw and finished water quality parameters as well as flows for average daily demand, maximum monthly demand, and associated peaking factors (current and future).
      - Evaluate existing intermediate process control data including plant data for pretreatment, sedimentation, filtration, disinfection, backwash waste, and associated chemical feed systems and storage.
    - ii. Population: Current and 20-year Estimates
      - Review existing planning documents and perform a comparative analysis of past projections to County assessor and Town population and employment data to update current estimates.
      - Town shall coordinate with Dewberry to develop assumptions for the 20-year projections including population, future growth, expansion plans, demand flows, and water supply.
- 2. Regulatory review
  - a. Review CDPHE WQCD regulations applicable to the Town WTP.
- 3. Meetings, Workshops, and Site Visits
  - a. None, unless requested and approved by the Town as Additional Services.
- 4. Deliverables
  - a. None, unless requested and approved by the Town as Additional Services.
- 5. Assumptions
  - a. Town shall provide all documents necessary for the Water Quality Evaluation in electronic format. Documents shall include, but not be limited to: GIS mapping files,

land use documents, master planning reports, facility reports, permitting reports, as-built (record) drawings in PDF format, population data, easement maps, and property maps. These documents will be assumed to be the best available information at the time of the request and are assumed to be accurate and current.

- b. Town shall provide Town five (5) years of historical water quality and flow data in Microsoft Office Excel format.
- c. Town shall provide water financial operating records: expense and revenue summaries for the past five (5) years.
- d. Town shall provide customer data by monthly volume, type, and fees.
- e. Town shall provide electricity usage as well as water rate data for the past five (5) years and copy of the current water use ordinance.
- f. Any and all communications with CDPHE do not definitively establish any future regulations imposed on the water treatment plant. Projections of regulations and water quality requirements for the Town will be based upon discussions with CDPHE and the Town on Regulation 11: Colorado Primary Drinking Water Regulations (effective 09/30/2020).

#### **D. Task 4: Short-term Alternatives Evaluation**

1. Perform a short-term treatment alternatives evaluation that includes the preparation of compilation of recommended WTP improvements over the next ten (10) years.
  - a. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
  - b. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
2. Facilitate meeting (Workshop No. 1) with the Town to discuss short-term treatment options and recommendations.
  - a. Workshop No. 1 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
3. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 1).
4. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic copy for each deliverable.
5. Assumptions
  - a. Town WTP Operations Staff shall attend Workshop No. 1.

## **E. Task 5: Long-term Alternatives Evaluation**

1. Perform a long-term treatment alternatives evaluation that includes the preparation of compilation of recommended WTP improvements over the next ten (10) to twenty (20) years.
  - a. Develop alternatives to address shortcomings identified during plant evaluation.
  - b. Evaluation will include preparation of opinion of probable project, construction, and operation and maintenance costs based on AACE Class 5 cost estimate classification.
  - c. Opinion of probable costs (OPC) will include a net present worth analysis for each identified alternative.
  - d. Estimate anticipated impacts on user rates for the recommended improvements.
  - e. Alternatives evaluation will also include a qualitative evaluation of non-economic factors including ease of operation, environmental impact, ability to meet potential future regulatory requirements, upgrade capability, reliability, public acceptance, health and safety, and performance history.
2. Facilitate meeting (Workshop No. 2) with the Town to discuss long-term treatment options and recommendations.
  - a. Workshop No. 2 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer.
3. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 2).
4. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic copy for each deliverable.
5. Assumptions
  - a. Town WTP Operations Staff shall attend Workshop No. 2.
  - b. Anticipated impacts on user rates for the recommended improvements does not include a rate study analysis. Work proposed includes adding the cost of improvements over a 20-year horizon assuming a basis of single family equivalents or equivalent residential units (EQR) within the Town's service area with a reserve ratio in accordance with Colorado's State Revolving Fund requirements.

## **F. Task 6: Capital Improvement Plan Recommendations**

1. Recommend short and long-term improvements to the WTP based upon the analyses in Task 4 and 5.
2. Prepare schedule for the recommended improvements with identified regulatory milestones.

## **G. Task 7: WTP Master Plan Report**

1. Preparation of WTP Master Plan Report
  - a. Prepare Draft WTP Master Plan Report and submit to the Town for their review and comment. Town will submit written comments to Dewberry within two (2) weeks after receipt of WTP Master Plan Report.
  - b. Draft WTP Master Plan Report will include summary of the following:
    - i. Demand and Growth Analysis
    - ii. Treatment Alternatives and Recommended Improvements
    - iii. OPCs
    - iv. CIP Recommended Schedule and Milestones
2. Workshop No. 3
  - a. Facilitate workshop with the Town to discuss the Draft WTP Master Plan Report. Workshop format scope includes video conference scheduled and managed by Dewberry.
  - b. Workshop No. 3 will be attended by the following Dewberry personnel:
    - i. Technical Advisor.
    - ii. Project Manager.
    - iii. Project Engineer
3. Finalize WTP Master Plan Report and submit final electronic copy to the Town.
4. Meetings, Workshops, and Site Visits
  - a. One (1) workshop with the Town via teleconference or videoconference (Workshop No. 3).
5. Deliverables
  - a. Workshop agenda and notes.
  - b. Town will be provided with an electronic and hard copy for each deliverable.
6. Assumptions
  - a. Town WTP Operations Staff shall attend Workshop No. 3.
  - b. Additional iterations to prepare deliverables beyond what is described herein are considered Additional Services.
  - c. Town shall review the Draft WTP Master Plan Report for any misrepresentations and inaccuracies prior to the Workshop No. 3 and discuss these items for correction in the meeting.
  - d. Town shall review the Final WTP Master Plan Report for any misrepresentations and inaccuracies and report any thereof immediately to Dewberry for review.
  - e.

## **III. ADDITIONAL SERVICES**

Dewberry will furnish Additional Services for changes in this proposed Scope of Services or as requested by the Town and will provide an estimated fee for Additional Services. Dewberry will not perform Additional Services without prior written authorization from the Town. Additional Services not provided in this Scope of Services include, but are not limited to, the following:

- A. Items identified as Additional Services in each task under the Assumptions subsections in SECTION II – SCOPE OF WORK.
- B. Design, bidding, and construction-phase services.
- C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are not included in the proposed scope of services.
- D. Assistance with the Town WTP permitting processes and funding applications, funding contract development, and administrative services following funding contract execution.
- E. Permitting fees.
- F. Conducting archaeological/ historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation and infiltration and inflow analysis.
- G. A task that is not explicitly included is explicitly excluded.

#### IV. PRELIMINARY PROJECT SCHEDULE

Dewberry estimates completion of the proposed scope of services within six (6) months from the notice to proceed.

- 1. The proposed project schedule was developed based on the Town providing the information delineated herein in a timely manner.
- 2. Dewberry is not responsible for time delays caused by circumstances beyond the control of Dewberry.

#### V. ENGINEERING FEE

Dewberry proposes to complete the proposed Scope of Services described herein for the following estimated lump sum fee with a total of \$99,835:

<b>Task Description</b>	<b>Amount</b>
Task 1: Project Management	\$ 8,740
Task 2: Project Document Review and Kick-off Meeting	\$ 11,760
Task 3: Basis of Evaluation	\$ 14,300
Task 4: Short-term Alternatives Evaluation	\$ 18,535
Task 5: Long-term Alternatives Evaluation	\$ 27,225
Task 6: Capital Improvement Plan Recommendations	\$ 3,360
Task 7: Master Plan Report	\$ 15,915
<b>Total</b>	<b>\$ 99,835</b>

#### VI. AUTHORIZATION

This Agreement authorizes Dewberry to provide engineering services described in this proposal per attached terms and conditions. Please contact me if you require any modifications to this Agreement or need any other assistance.

- A. Items identified as Additional Services in each task under the Assumptions subsections in SECTION II – SCOPE OF WORK.
- B. Design, bidding, and construction-phase services.
- C. Geotechnical evaluation: The need for a geotechnical investigation or extent of a geotechnical investigation and associated design services are not included in the proposed scope of services.
- D. Assistance with the Town WTP permitting processes and funding applications, funding contract development, and administrative services following funding contract execution.
- E. Permitting fees.
- F. Conducting archaeological/ historical/property surveys, site survey, survey specific to identifying the boundary of the 100-year and 500-year flood elevation and infiltration and inflow analysis.
- G. A task that is not explicitly included is explicitly excluded.

**IV. PRELIMINARY PROJECT SCHEDULE**

Dewberry estimates completion of the proposed scope of services ~~within six (6) months from the notice to proceed.~~ *within six (6) months from the (INCLUDING SUBMITTAL TO THE STATE BY 6/30/22) A PDR*

- 1. The proposed project schedule was developed based on the Town providing the information delineated herein in a timely manner.
- 2. Dewberry is not responsible for time delays caused by circumstances beyond the control of Dewberry.

**V. ENGINEERING FEE**

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<b>Total</b>	<b>\$ 99,835</b>

**VI. AUTHORIZATION**

This Agreement authorizes Dewberry to provide engineering services described in this proposal per attached terms and conditions. Please contact me if you require any modifications to this Agreement or need any other assistance.



Dewberry Engineers Inc.

Signature: 

Name: Patrick D. Radabaugh, PE

Title: Senior Associate

Date: February 1, 2022

Town of Silt

Signature: 

Name: Jeff Layman

Title: Town Administrator

Date: 2/15/22

Town of Silt - WTP Master Plan			PIC	QA/QC - Technical Advisor	Civil/Process			Admin	Expenses			
Total Fee \$99,835			Project Title	Principal-in-Charge	Technical Advisor	Project Manager	Project Engineer	Designer	Admin	Mileage	Meals	ODCs
Total Effort			Billable Rate	\$300.00	\$220.00	\$205.00	\$150.00	\$125.00	\$110.00	\$0.56		-
<b>Task 1: Project Management</b>			<b>Notes</b>									
1.1	Project Setup and Internal Meeting	\$1,530.00		1		4	2		1			
1.2	Task 1	\$410.00				2						
1.3	Task 2	\$410.00				2						
1.4	Task 3	\$410.00				2						
1.5	Task 4	\$410.00				2						
1.6	Task 5	\$410.00				2						
1.7	Task 6	\$410.00				2						
1.8	Tracking and Invoices	\$1,230.00				6						
1.9	QA/QC	\$3,520.00										
	<b>Hours</b>	<b>42</b>		<b>1</b>	<b>16</b>	<b>22</b>	<b>2</b>		<b>1</b>			
	<b>Fee</b>	<b>\$8,740.00</b>		<b>\$300.00</b>	<b>\$3,520.00</b>	<b>\$4,510.00</b>	<b>\$300.00</b>		<b>\$110.00</b>			
<b>Task 2: Project Document Review and Kick-off Meeting</b>			<b>Notes</b>									
2.1	Kick-off meeting (included in WWTF MP)	\$0.00										
2.2	Field Site Visit Follow-up Meeting and Notes	\$1,860.00			2	4	4					
2.3	Water data review (current)	\$2,935.00			1	3	14					
2.4	Planning documents review	\$2,335.00			1	3	10					
2.5	Permitting documents review	\$1,980.00			1	2	9					
2.6	Design plan documents review	\$2,650.00			2	2	12					
	<b>Hours</b>	<b>70</b>			<b>7</b>	<b>14</b>	<b>49</b>					
	<b>Fee</b>	<b>\$11,760.00</b>			<b>\$1,540.00</b>	<b>\$2,870.00</b>	<b>\$7,350.00</b>					
<b>Task 3: Basis of Evaluation</b>			<b>Notes</b>									
3.1	CDPHE	\$0.00										
3.1.1	Regulation Review	\$1,610.00				2	8					
3.1.2	CDPHE coordination - Regulatory	\$1,010.00				2	4					
3.1.3	CDPHE coordination - Funding	\$1,010.00				2	4					
3.2	Projections	\$0.00										
3.2.1	Demands and Source Water Supply	\$4,530.00				6	22					
3.2.2	Population	\$1,610.00				2	8					
3.2.3	Land Use	\$1,610.00				2	8					
3.3	Drinking water quality requirements	\$2,920.00				4	14					
	<b>Hours</b>	<b>88</b>				<b>20</b>	<b>68</b>					
	<b>Fee</b>	<b>\$14,300.00</b>				<b>\$4,100.00</b>	<b>\$10,200.00</b>					
<b>Task 4: Short-term Alternatives Evaluation</b>			<b>Notes</b>									
4.1	Raw water intake	\$1,010.00				2	4					
4.2	Pretreatment	\$2,920.00				4	14					
4.3	Sedimentation	\$1,610.00				2	8					
4.4	Filtration	\$2,920.00				4	14					
4.5	Disinfection	\$2,920.00				4	14					
4.6	Clearwell	\$505.00				1	2					
4.7	Backwash settling basin	\$1,625.00			1	1	8					
4.8	Treatment matrix analysis and selection	\$1,610.00				2	8					

Town of Silt - WTP Master Plan			PIC	QA/QC - Technical Advisor	Civil/Process			Admin	Expenses			
Total Fee \$99,835			Project Title	Principal-in-Charge	Technical Advisor	Project Manager	Project Engineer	Designer	Admin	Mileage	Meals	ODCs
Total Effort			Billable Rate	\$300.00	\$220.00	\$205.00	\$150.00	\$125.00	\$110.00	\$0.56		-
4.9	CADD figures	\$1,555.00			1	4	6					
4.10	Workshop No. 1	\$1,860.00	Prep and attendance		2	4	4					
	<b>Hours</b>	<b>114</b>			<b>3</b>	<b>25</b>	<b>80</b>	<b>6</b>				
	<b>Fee</b>	<b>\$18,535.00</b>			<b>\$660.00</b>	<b>\$5,125.00</b>	<b>\$12,000.00</b>	<b>\$750.00</b>				
<b>Task 5: Long-term Alternatives Evaluation</b>												
5.1	Raw water intake	\$1,310.00			2	6						
5.2	Pretreatment	\$1,910.00			2	10						
5.3	Sedimentation	\$1,910.00			2	10						
5.4	Filtration	\$1,910.00			2	10						
5.5	Disinfection	\$1,910.00			2	10						
5.6	Clearwell	\$1,910.00			2	10						
5.7	Backwash settling basin	\$1,910.00			2	10						
5.8	Chemical feed systems and storage	\$1,910.00			2	10						
5.9	Treatment matrix analysis and selection	\$1,910.00			2	10						
5.10	Cost Evaluation	\$1,910.00			2	10						
5.10.1	Capital	\$1,910.00			2	10						
5.10.2	O&M	\$1,910.00			2	10						
5.10.3	User Rate Impact	\$1,760.00			2	9						
5.11	Workshop No. 2	\$3,145.00			3	7	7					
	<b>Hours</b>	<b>168</b>			<b>3</b>	<b>33</b>	<b>132</b>					
	<b>Budget Revenue</b>	<b>\$27,225.00</b>			<b>\$660.00</b>	<b>\$6,765.00</b>	<b>\$19,800.00</b>					
<b>Task 6: Capital Improvement Plan Recommendations</b>												
6.1	Regulatory Timeline	\$1,530.00			1	2	6					
6.2	CIP Timeline	\$1,830.00			1	2	8					
		\$0.00										
	<b>Hours</b>	<b>20</b>			<b>2</b>	<b>4</b>	<b>14</b>					
	<b>Budget Revenue</b>	<b>\$3,360.00</b>			<b>\$440.00</b>	<b>\$820.00</b>	<b>\$2,100.00</b>					
<b>Task 7: WTP Master Plan Report</b>												
7.1	WTP MP Report	\$0.00										
7.1.1	Draft	\$7,940.00				8	32	12				
7.1.2	Workshop No. 3	\$3,145.00			3	7	7					
7.1.3	Draft Update with Comments	\$3,220.00				4	16					
7.1.4	Final	\$1,610.00				2	8					
	<b>Hours</b>	<b>99</b>			<b>3</b>	<b>21</b>	<b>63</b>	<b>12</b>				
	<b>Budget Revenue</b>	<b>\$15,915.00</b>			<b>\$660.00</b>	<b>\$4,305.00</b>	<b>\$9,450.00</b>	<b>\$1,500.00</b>				

<b>Total Hours</b>				<b>1</b>	<b>34</b>	<b>139</b>	<b>408</b>	<b>18</b>	<b>1</b>			
<b>Fee Total</b>				<b>\$300</b>	<b>\$7,480</b>	<b>\$28,495</b>	<b>\$61,200</b>	<b>\$2,250</b>	<b>\$110</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**ATTACHMENT B**  
**STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. We hereby grant to you a perpetual, irrevocable, and nonexclusive license to use our Intellectual Property, including but not limited to, any work, process, product, idea or concept, also subject to full payment for services. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.



11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to [Notices@dewberry.com](mailto:Notices@dewberry.com) or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

November 7, 2022

Town of Silt  
Attn: Jeff Layman, Town Manager  
231 N. 7th Street  
PO Box 70  
Silt, Colorado 81652

RE: Town of Silt – Contract Amendment Town of Silt WTP Design Engineering Services

Dear Mr Layman,

Dewberry is pleased to submit this Contract Amendment to the Water Treatment Plant (WTP) Facility Plan for the design of improvements necessitated at the Town of Silt WTP to replace the existing infrastructure, incorporate a new coagulation/ballasted flocculation/sedimentation process, treatment iron/manganese, improve resiliency, and accommodate projected 20 year population growth. This letter amendment includes the following:

- Project Understanding
- Scope of Work
- Preliminary Project Schedule
- Engineering Fee
- Detailed Cost Breakdown (attached)

## **PROJECT UNDERSTANDING**

Our scope of work includes the improvements and assumptions listed below (summarized from WTP Facility Plan). The projected 20 year peak day demand for the Town of Silt is 1.2 million gallons per day (mgd). To accommodate that with a level of resiliency, the new WTP will include 2 modular 1 mgd treatment trains and will be easily expandable to 3 trains. The WTP will be designed to be modular in nature with each treatment train having a capacity of 1 mgd. Additionally, a 0.5 million gallon bolted steel water tank will be designed on the Town's existing tank site. The project will be delivered via alternative delivery (e.g. Construction Manager at Risk-CMaR) and all cost estimating, constructability reviews, and development of anticipated construction schedules will be performed by the CMaR Contractor. This scope of our design work includes the following:

- Site civil including grading, paving, storm water control, utility design, piping, and irrigation system modifications.
- Raw water pumping modifications (new pump and controls)
- New ballasted coagulation/flocculation/sedimentation system with a capacity of 2 mgd designed to accommodate the expected wide range in raw water turbidity from the Colorado River.

- New mixed media filtration system that also removes iron/manganese.
- Incorporation of new UV disinfection system
- Modification of existing chlorine disinfection system to meet regulatory requirements
- New finished water distribution system pump(s)
- Modification of the existing building
  - New NaOCl storage and delivery system
  - New Alum storage and delivery system
  - New sodium bicarbonate storage and delivery system
- Two new buildings (potentially both new processes in one building) to house the new processes
- All electrical and control system infrastructure will strive for energy efficiency. All motors will be premium efficient.
- SCADA system design.
- Public awareness campaign (with extended project team – rate study, Town of Silt, Tony, EA)
- Design of onsite stormwater system modifications.
- New emergency generator for WTP
- New 0.5 million gallon bolted steel water storage tank

## SCOPE OF WORK

### Task 1 - Project Management and Coordination

**Task 1.1 - Project Management.** Plan and coordinate engineering activities, assign and supervise project staff, monitor budgets, administer subcontracts, preparation of monthly invoices, and status reports. Maintain projects files with calculations, correspondence, technical memoranda, and other pertinent documents. Coordinate with CDPHE/Water and Power Authority regarding SRF funding.

**Task 1.2 - Project Coordination.** Conduct biweekly progress meetings (remote) during the design with Town Staff and conduct four onsite workshops meetings with Town of Silt staff during the preliminary, 30, 60, and 90 percent design levels. Prepare meeting agenda and minutes. Conduct meeting with Town Building Department in person. Conduct up to 3 public open houses during design to educate public about project and costs.

**Task 1.3 - QA/QC.** Develop quality assurance program and conduct quality control reviews on all project deliverables. QA/QC reviews are conducted by senior engineering staff. Perform coordination checks at the 30, 60, and 90 percent levels.

### Task 2 - Site Investigation

Conduct a site survey to current surveying standards including utility locates showing 1 ft contours. Drill up to 10 borings (8 at WTP and 2 at water tank site) onsite to a depth of 10 ft below bottom of structures (20-30 feet below ground surface). If drilling is not possible, dig pits as required to conduct geotechnical investigation. Conduct testing to determine soil classification, swell/compression, strength, water soluble sulfates, pH, and other properties. Provide earthquake spectral response acceleration parameters. Make foundation and paving recommendations. Summarize findings and recommendations in report. Conduct a site survey and incorporate information into existing survey; specifically, utility locates and hydraulic control points such as manholes, weirs, and pipe inverts.

### **Task 3 - Predesign Engineering Services**

**Task 3.1 – Environmental Assessment (EA).** Conduct an environmental assessment per CDPHE requirements including communications with the consulting agencies including but not limited to State Historical Preservation Office (SHPO) and US Fish and Wildlife. Prepare DRAFT EA report. Present preliminary findings at public meeting for SRF funding. Finalize report and submit to CDPHE.

**Task 3.2 – Rate Study Coordination.** Coordinate with Rate Study consultant. This includes up to four meetings (max 1 hr each) to discuss project costs and impacts on rate payers. Incorporate information into public meeting for PNA.

**Task 3.3 – Project Standards Report.** Report will document major design decisions early in the project and give direction to the project team during the design. Documenting major design decisions early in the process reduces design schedule and cost overruns by reducing the potential to revisit major design decisions that can drastically alter the project. Summarize unit process design criteria, any modifications to building sizes and location, survey, required permits, and site geotechnical information in a Project Standards Design Report. Conduct meeting with Town Planning Department to set building construction type and applicable building codes. Submit to Town Staff for review and comment. Incorporate Town Staff comments and finalize report.

### **Task 4 - 30 Percent Design**

**Task 4.1 - 30 Percent Design.** Develop design criteria and sizing of process units and equipment for each water treatment process. Document design concepts on process diagrams including type, size, capacity, and power requirements of equipment comprising each major system. Prepare 30 percent drawings and a list of specifications improvements. Drawings prepared at the 30 percent level include piping and instrumentation drawings, preliminary hydraulic profile, equipment plan views, and electrical one line diagrams. Prepare list of specifications. Identify necessary permits. Submit cost of all regulatory permitting costs.

**Task 4.2 – Basis of Design Report (BDR).** Prepare Basis of Design Report as required by CDPHE. Submit DRAFT copy of report to Town Staff for review and comment. Incorporate comments and prepare final BDR. Submit to CDPHE for review and comments. Incorporate CDPHE comments and finalize BDR. Update Record of Approved Waterworks for Town.



**Task 4.3 - 30 Percent Design Workshop.** Submit drawings and preliminary specification list to Town Staff one week prior to meeting for review. Conduct half day meeting with Town Staff to discuss the 30 percent documents, unit process design criteria, update project progress, and the project schedule. Present P&IDs and discuss control strategies for unit processes.

**Task 4.4 – CMaR SOQ Preparation and Selection.** Prepare DRAFT Request for Qualifications for CMaR. CMaR RFQ shall incorporate new guidance from the Design Build Institute of America (DBIA) guidance and desired items from Town. Submit to Town of Silt for review and comment. Publish RFQ (with 15 percent drawings, specification TOC, and Project Standards Report) with select group of contractors (up to 5). Respond to comments from contractors and prepare addendum. Receive SOQs and work with Town to review SOQs to select a CMaR. Prepare letter of recommendation.

## **Task 5 - 60 Percent Design**

**Task 5.1 - 60 Percent Design.** Incorporate 30 percent design comments and CDPHE BDR comments into design documents. Develop design drawings and specifications to the 60 percent level including piping and instrumentation diagrams (P&IDs), site civil (including grading and stormwater), erosion control, structural, architectural, mechanical, electrical, and instrumentation (including SCADA system upgrades). Prepare preliminary process control strategies. Prepare DRAFT site drainage report. Submit to Town Staff for review and comment.

**Task 5.2 - 60 Percent Design Workshop.** Submit drawings and preliminary specification list to Town Staff one week prior to meeting for review. Conduct half day workshop with Town Staff. Discuss design progress, alternative design approaches, comments from CDPHE regarding the PDR, and any issues uncovered during design. Present preliminary discussions with Town Planning Department. Discuss preliminary site grading, stormwater, and SCADA requirements with Town Staff. Coordinate with CMaR on construction schedule and equipment procurement.

## **Task 6 - 90 Percent Design**

**Task 6.1 - 90 Percent Design.** Incorporate 60 percent design comments into design documents and submit to CDPHE for review. Develop design drawings and specifications to the 90 percent level.

**Task 6.2 - 90 Percent Design Workshop.** Submit drawings and specifications to Town Staff one week prior to meeting for review. Conduct half day workshop with Town Staff. Present and discuss the 90 percent design documents. Discuss Town specification requirements, project progress, and upcoming permitting submittals/schedule. Coordinate with CMaR on construction schedule and equipment procurement.

## **Task 7 - Final Design**

**Task 7.1 - Final Design.** Incorporate 90 percent design comments into design documents. Develop design drawings and specifications to the 100 percent level. Update opinion of probable construction cost.

**Task 7.2 – Town Approvals.** Work with CMaR to submit required documentation to any required permitting agencies including Stormwater and Building Departments. Prepare and submit required documentation.

**Task 7.3 - Final Design Workshop.** Submit drawings and specifications list to Town Staff one week prior to meeting. Present final design documents to Town Staff and discuss details of the design. Provide Owner with copies of final documents in paper and electronic format.

**Task 7.4 – CDPHE Coordination.** Submit drawings and specifications list to Town Staff one week prior to meeting. Present final design documents to Town Staff and discuss details of the design. Provide Owner with copies of final documents in paper and electronic format.

## PRELIMINARY PROJECT SCHEDULE

Our preliminary project schedule is provided in Table 1 below and may be adjusted to accommodate client or pressing project needs.

**Table 1 - Preliminary Project Schedule**

Project Phase/Task	Preliminary Completion Date - Duration
Project Kickoff	November 2022
Site Investigation	January 2023
Project Standards Report (DRAFT)	January 2023
15 Percent Design	Early January 2023
CMaR RFQ	January 2023
30 Percent Design Workshop	Late January 2023
30 Percent Design	Early February 2023
CMaR Selection	Mid February 2023
GMP	Mid March 2023
60 Percent Design Workshop	Early July 2023
60 Percent Design	Mid July 2023
90 Percent Design Workshop	Early September 2023
90 Percent Design	Mid September
100 Design Workshop	Early November 2023

## SERVICES NOT INCLUDED

The Scope of Engineering Services and Fees do not include the following services. They may be added via amendment.

- Preparation of a Corps of Engineers 404 Permit. Any necessary 1041 permitting is also excluded.

- Basis of design, contract drawing, planning department review, and Permit fees. Fees for permits, review, or other applications will be paid by the Town of Silt.
- Any additional EA services required by the consulting agencies (e.g. SHPO or Fish and Wildlife)
- Modifications to the Operator Occupied Area at the WTP
- Cost estimating, constructability reviews, and construction scheduling services. These services will be performed by the CMAr with input from Dewberry.
- Construction Phase engineering services.

## ENGINEERING FEE

Our fee to perform the services above is provided in Table 2. A detailed breakdown of the level of effort by task is provided in the Attached Detailed Fee Schedule.

**Table 2 - Engineering Fee**

Project Phase	Cost, \$
Task 1 – Project Management and Coordination	302,900
Task 2 – Site Investigation	61,240
Task 3 – PreDesign	71,380
Task 4 – 30 Percent Design	291,040
Task 5 – 60 Percent Design	444,660
Task 6 – 90 Percent Design	409,180
Task 7 – Final Design	280,640
<b>Total</b>	<b>1,861,040</b>

Following are our hourly billing rates and reimbursable expenses; Tables 3 and 4, respectively.

**Table 3 - Hourly Billing Rates**

Personnel Category	Staff	Hourly Billing Rate, \$
Principal/Engineer 9	Aaron Nelson/Todd Shafer	280
Engineer VII	Patrick Radabaugh/Brian Daw	240
Engineer VI	Chad Weaver/Melinda Brown	215
Sr. Structural Engineer	Mark Maloney/Mike Pugh	280
Jr. Structural Engineer	Max Hardy	185
Electrical Engineer	Matt Fergen	200
Jr. Electrical Engineer	Steve Blucher	170
Engineer V, PM	Sam Franzen	185
Engineer IV	Kyria Bosma	165
Engineer III	Sarah Vander Meulen, Sage Springer	150
Engineer II	Seth Widner, Steven Jones, Missah Truscott	130

**Table 3 - Hourly Billing Rates**

<b>Personnel Category</b>	<b>Staff</b>	<b>Hourly Billing Rate, \$</b>
Sr CAD Designer	Rich Parks, Jeff Andersen	170
CAD Designer	Nate Morrill	135
CAD Technician	Angel Jimenez	110
Administrative	Karen Hensley	140
Resident Engineer	Jason Pacheco	230

**Table 4 - Reimbursable Expenses**

<b>Project Phase</b>	<b>Rate</b>
Auto Mileage	Approved IRS Rate
Per Diem Lodging	Approved GSA Rate
Per Diem Meals/Incidentals	Approved GSA Rate
Subconsultants	10% markup
Project related printing, couriering, mailing with external vendors, parking fees and tolls	At Cost
Computer time, faxing, in-house printing, supplies	No Charge

## AUTHORIZATION

This Letter Amendment authorizes Dewberry to amend the WTP Facility Plan contract to provide the WTP design engineering services described in this letter amendment. Please contact me if you require any modifications to this Agreement or need any other assistance.

Dewberry Engineers Inc.

Town of Silt

Signature:

Signature:

Name: Aaron Nelson, PE

Name: Jeff Layman

Title: Vice President

Title: Town Manager

Date: November 7 2022

Date: \_\_\_\_\_