



ROXBOROUGH WATER AND SANITATION DISTRICT

The Roxborough Water & Sanitation District and Plum Valley Heights Subdistrict of the Roxborough Water & Sanitation District Special Board meeting will be held in the Club House at Arrowhead Golf Course, 10850 Sundown Trail, Littleton, CO 80125

Date: Wednesday, December 15, 2021
Time 11:30 am

Board of Directors

Keith Lehmann
Ken Maas
Dave Bane
Christine Thomas
Stephen Throneberry

Term Expiration

5/2022
5/2023
5/2023
5/2022
5/2022

- I. Call to Order/Declaration of Quorum/Disclosure of Conflicts of Interest
- II. Public Comment on items not on Agenda

CONVENE AS THE BOARD OF THE ROXBOROUGH WATER AND SANITATION DISTRICT

III. Board Action Item

- a. **Approve Amendment No. 1 to Professional Services Agreement with HDR Engineers in the amount of \$38,295 and extending the Agreement term and authorize the General Manager to execute the Amendment.**

IV. Adjourn

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This **AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) dated July 27, 2021, is made and entered into as of the _____ day of _____, 202_, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **HDR Engineering, Inc.** (the “Consultant”), collectively, the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement to complete a Filter Optimization Study (the Study) on July 27, 2021; and

WHEREAS, that Study has determined that changes in chemicals are likely necessary to improve filter performance; and

WHEREAS, the District desires certain engineering services to complete a full-scale pilot study at the Larry D. Moore Water Treatment Plant; and

WHEREAS, the District desires to engage the Consultant to render such services consistent with the terms of this Amendment No. 1 to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENT

1.0 SERVICES PROVIDED BY CONSULTANT

1.1 Scope of Services. The Consultant shall provide such services as are set forth in **Exhibit A** attached hereto and incorporated herein (the “Additional Services”). The District may, from time to time, request changes to the Additional Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation, shall be mutually agreed by the Parties, and set forth in an amendment to the Agreement. No amendment to provide for a change in the Additional Services that results in an increase in the Consultant’s compensation shall be authorized and executed by the District unless sufficient funds have been appropriated for payment of the increased compensation. The Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Amendment.

2.0 Compensation and Billing

2.1 Compensation. Compensation for satisfactory performance of the Additional Services shall be based on the fee/rate schedule set forth in **Exhibit A** attached hereto and incorporated herein, which shall be subject to an equitable adjustment at the beginning of each calendar year, and shall not exceed Thirty-Eight Thousand Two Hundred Ninety-Five Dollars (\$38,295), which has been budgeted and appropriated by the District in the current year of performance of the Services.

2.2 Compensation for Change in Services. The Consultant shall not receive additional compensation for any change in Services unless the Parties have executed an amendment to the Agreement and this Amendment No. 1 authorizing the change in Services and the payment of additional compensation. It is specifically understood that oral requests and/or approvals of a change in Services and payment of additional compensation are barred and unenforceable. Any amendment to this Agreement resulting in additional compensation to be paid by the District is subject to annual appropriations.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. The Services to be performed pursuant to this Agreement shall commence upon execution of this Amendment No. 1 (the "Effective Date"). Failure to commence work in a timely manner and/or to diligently pursue work to completion may be grounds for termination of this Agreement.

4.0 GENERAL PROVISIONS

- 4.1 Other Sections and Exhibits Remain Unchanged. Unless otherwise expressly amended herein, all provisions of the Agreement shall remain in full force and effect.
- 4.2 Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Remainder of Page Left Intentionally Blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

**ROXBOROUGH WATER AND SANITATION
DISTRICT**

By: Barbara J. Biggs
Its: General Manager

ATTEST:

By: _____
Its: _____

CONSULTANT:

HDR Engineering, Inc.

By: Ken Lowrey
Its: Vice President

EXHIBIT A

SCOPE OF SERVICES & FEE/RATE SCHEDULE

Memo

Date: Tuesday, November 23, 2021

Project: Roxborough WTP Filter Assessment

To: Barb Biggs and Mike Marcum

From: Jennifer Stillman, PE

Subject: Amendment No. 1 for WTP Filter Assessment

Dear Ms. Biggs and Mr. Marcum,

HDR is nearing completion for the Filter Assessment scope of services. The remaining scope item to be completed is the Filter Assessment Report. The District has indicated a desire to continue work on the Filter Assessment including Demonstration Testing at full-scale for a primary coagulant change, and associated coordination with the Colorado Department of Public Health and Environment (CDPHE). This Amendment No. 1 includes a proposed scope of work and fee estimate to accomplish this objective.

Demonstration Testing (Full-Scale)

HDR will organize and help execute a full-scale demonstration test at the Roxborough WTP with assistance from plant staff. This task includes:

- Preparation of the Demonstration Application for CDPHE review and approval
- Four 1-hour coordination calls with RWSD and CDPHE
- Assistance procuring alternative coagulant and polymer for Demonstration Testing
 - District will purchase actual chemicals
- (4) 8-hour days of on-site time for Demonstration Testing with (2) HDR staff and Gregg McLeod (Marmac Water)
- Analysis of water quality results collected during Demonstration Testing
- Demonstration Results Report (Draft and Final) in electronic format

Basis of Design Report

HDR will prepare a Basis of Design Report (BDR) to accompany the application for a primary coagulant change at the plant. The BDR will combine results of the Filter

Assessment Report and Demonstration Scale Report, and provide an evaluation of corrosion control impacts. A proposed corrosion control mitigation plan will be developed (if needed) and documented in the BDR. This task includes:

- Four 1-hour coordination calls with CDPHE and RWSD to discuss corrosion control impacts and mitigation, comments on the Draft BDR, and final recommendations

It is anticipated that CDPHE will recommend corrosion control testing in the form of coupons, fill/draw, or pipe loops. This work will be captured in a future amendment once it is defined.

Total (Not to Exceed)

\$38,295

Schedule

The proposed scope of work for Amendment No. 1 is anticipated to take place between November 2021 through March 2022.

Please let us know if you have any questions on this proposal. We look forward to advancing this important work with your staff.

Sincerely,

HDR Engineering, Inc.



Kenneth J. Lowrey Jr.

Vice President

WORK BREAKDOWN STRUCTURE

Fee Estimate for: Roxborough Filter Assessment - Amendment No. 1

Date: November 16, 2021

Firm Name: HDR Engineering, Inc.

Task							Labor and Expenses				
	Jenn Stillman Project Manager	Wes Oehmig Process Engineer	Jeff Glover QA/QC	Sean Schumacher Process Engineer	Tiffany Schick Accounting	Donna Velasquez Administrative Support	Total Labor (Hours)	Total Labor (\$)	Total Expenses (\$)	Total Subconsultant (\$)	Total Labor & Expenses (\$)
Hourly Billing Rate*	\$227.00	\$153.00	\$275.00	\$110.00	\$115.00	\$95.00					
Task Series 100 - Project Management	10	0	0	0	15	0	25	\$3,995.00	\$0.00	\$0.00	\$3,995.00
101 - Project Management (Base Task Order)							0	\$0.00			\$0.00
102 - Project Management Amendment No. 1 (Amendment 1)	10				15		25	\$3,995.00			\$3,995.00
Task Series 200 - Site Visits and Meetings (Base Task Order)	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
201 - Site Visits (x 1, 8hr each)							0	\$0.00			\$0.00
202 - Meeting with Roxborough (x 2, 1 hr each)							0	\$0.00			\$0.00
Task Series 300 - Data Collection and Evaluation (Base Task Order)	0	0	0	0	0	0	0	\$0.00	\$0.00	\$ -	\$0.00
301 - Background Material Review							0	\$0.00			\$0.00
301 - Data Evaluation							0	\$0.00			\$0.00
Task Series 400 - Filter Assessment Report (Base Task Order)	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
401 - Filter Assessment Report							0	\$0.00			\$0.00
Task Series 500 - Demonstration Testing (Amendment 1)	51	2	2	70	0	2	127	\$20,323.00	\$300.00	\$0.00	\$20,623.00
501 - Prepare Application for CDPHE	2			4		0	6	\$894.00			\$894.00
502 - Coordination Calls with CDPHE and RWSD - (4) calls, 1 hr each + agenda and notes	8	2		8		0	18	\$3,002.00			\$3,002.00
503 - Chemical procurement assistance	1			2		0	3	\$447.00			\$447.00
504 - On-site time - (4) 8-hour days	32			32			64	\$10,784.00	\$300.00		\$11,084.00
505 - Analysis of Results and Report Preparation	8		2	24		2	36	\$5,196.00			\$5,196.00
Task Series 600 - Basis of Design Report (Amendment 1)	18	7	4	64	0	4	97	\$13,677.00	\$0.00	\$0.00	\$13,677.00
601 - Coordination Calls with CDPHE and RWSD - (4) calls, 1 hr each + agenda and notes	8	2		8		0	18	\$3,002.00			\$3,002.00
602 - Prepare Draft BDR	8	4	4	40		2	58	\$8,118.00			\$8,118.00
603 - Resolve Comments and Prepare Final BDR	2	1		16		2	21	\$2,557.00			\$2,557.00
TOTAL HOURS	79	9	6	134	15	6	249				
TOTAL LABOR	\$17,933.00	\$1,377.00	\$1,650.00	\$14,740.00	\$1,725.00	\$570.00		\$37,995.00	\$300.00	\$0.00	\$38,295.00