

SOLDIER CANYON WATER TREATMENT AUTHORITY
Monthly Meeting Agenda
4424 Laporte Avenue
Fort Collins, CO 80521

Thursday April 13, 2023

Mission – The Authority delivers the highest quality treated water to its customers with financial responsibility, and following policies established by the Board in a professional, efficient, and ethical manner.

1. Call to Order 10:00 AM
2. Meeting Minutes for March 9, 2023 - **Action Item – Approve Minutes** - “Motion to approve the minutes from the meeting on March 9th, 2023”.
3. Financial Update – Brenda Griffith, **Action Item - Approve Financial Report** - “Motion to approve the SCWTA February 2023 Financial Report”.
4. Manager’s Update – Mark Kempton.
5. Approval of Professional Services Agreement (PSA) with Hensel Phelps for Filter 5-8 and Generator design and cost estimating. – Mark Kempton, **Action Item - Approve Professional Services Agreement** - “Motion to approve the PSA with Hensel Phelps for Filter and Generator design and cost estimating”.
6. Approval of Master Contract and Work Order #1 with HDR for the Authority’s 20-Year Master Plan. – Mark Kempton, , **Action Item - Approve Master Contract and Work Order #1** - “Motion to approve the Master Contract and Work Order # 1 with HDR Engineering for the 20-Year Master Plan project”.
7. Discussion item – Mark Kempton – New EPA regulations for PFAs.
8. Review of proposed Authority Creation Agreement additions to include new physical facilities – Mark Kempton – Include new 36” HT pipeline, PVP Sedimentation Basin and Screen, PVP Pipeline.
9. Other Business

The next scheduled Authority Board Meeting is May 11, 2023, at 10:00 a.m.

Soldier Canyon Water Treatment Authority

Board Meeting

March 9, 2023

Present at the meeting:

Board Chairman, Eric Reckentine, NWCWD Manager

Board Vice Chairman, Chris Pletcher, FCLWD Manager

Board Treasurer, Mike Scheid, ELCO Manager

Board Director, Jim Borland, FCLWD Director

Board Director, Rod Rice, ELCO Director

Board Director, Scott Cockroft, NWCWD Director

Mark Kempton, SCWTA Manager

Brenda Griffith, SCWTA Office Administrator

Richard Raines, SCWTA Water Resources Manager

Bill Renz, Ditesco

Stephanie Elliott, Stantec

The meeting was called to order at 10:04 a.m. by Board Chairman Eric Reckentine.

Business Conducted

1. Minutes from February 9, 2023, Soldier Canyon Water Authority Board Meetings

Minutes from the February 9, 2023, meeting were presented.

Chris Pletcher made a motion to approve the minutes. Rod Rice seconded the motion. The motion was unanimously approved.

2. Financial Update

Brenda Griffith presented and reviewed with the Authority Board monthly billing records, a review of the January 2023 O&M expenses and the financial dashboard. Chris Pletcher made a motion to approve the financial reports. Mike Scheid seconded the motion. The motion was unanimously approved.

3. Treatment Capacity Expansion Feasibility Study – Final update by Stantec

Stephanie Elliott with Stantec gave the final update on the Feasibility Study. She discussed filtration, chemicals, and solids handling. There will be a workshop with Soldier Canyon staff on March 30th.

4. Managers Update

Mark Kempton updated the Board on plant flow, maintenance, staffing, and projects going on in the plant.

5. Munroe System Loss Study – Change Order Request – Richard Raines

Change order due to two additional flow measurement days. Chris Pletcher made a motion to approve the Change Order Request for the Ayres Associates Munroe Canal Loss Study. Rod Rice seconded the motion. The motion was unanimously approved.

6. Information item – Mark Kempton – Sequence of upcoming PVP/PVP Sed Basin & Screen/Munroe Canal Agreements

There was a discussion regarding the four PVP related agreements and modifications to existing agreements.

7. Munroe Canal Lining Project – Mark Kempton

Chris Pletcher made a motion to approve the Memorandum of Understanding with North Poudre Irrigation Company for the Munroe Canal Lining Project. This is a conditional approval subsequent to the Districts approval. Scott Cockroft seconded the motion. The motion was unanimously approved.

8. Review of proposed Authority Creation Agreement additions to include new physical facilities – Mark Kempton – Include new 42” HT Pipeline, PVP Sedimentation Basin and Screen, PVP Pipeline

9. Other Business

- a. Tier 3 Violation – CDPHE is not changing their stance on the Tier 3 violation that was due to a lab code error. This will be in the CCR. The lab will not be submitting on our behalf anymore.
- b. Letter to CSU re: Land Purchase – Mark shared a letter he issued to Brian Hood for potential purchase of CSU owned land to the North of Soldier Canyon

10. Adjournment

Mike Scheid made a motion to adjourn the meeting. Scott Cockroft seconded the motion.

The motion was unanimously approved, and the meeting was adjourned at 11:30 a.m.

Respectfully submitted,

Mark Kempton – Board Secretary, Soldier Canyon Water Treatment Authority

Approved by Authority Board

Eric Reckentine - Board Chairman, Soldier Canyon Water Treatment Authority

**Soldier Canyon Water Treatment Authority
Custom Transaction Detail Report**

March 2023

Date	Num	Name	Memo	Amount
Mar 23				
03/01/2023		Pd onlii Xcel Energy	Jan. A/P - Electric & Gas	-12,326.54
03/09/2023	5891	A.R.C. Incorporated	Feb. A/P - Cleaning Services	-444.01
03/09/2023	5892	Airgas	Breathing air, cylinder lease	-688.84
03/09/2023		Auto pæ American Heritage Life Ins. Co.	Feb. A/P - Voluntary Ins.	-221.13
03/09/2023		Pd onlii Baker Tilly US, LLP	Feb. A/P - 2022 Audit	-15,445.18
03/09/2023	5893	Capital Business Systems	Feb. A/P - Lab Copier, shop printer	-24.98
03/09/2023	5894	CEBT	Feb. A/P - Mar. Ins.	-23,717.79
03/09/2023	5895	CenturyLink2	Feb. A/P - Phones	-66.54
03/09/2023	5896	Ditesco	Feb. A/P - R & R Filters 5-8	-3,486.50
03/09/2023	5897	FEDEX	Shipping	-30.32
03/09/2023	5898	Grainger	Maint. Sup.	-228.28
03/09/2023	5899	Greystone Technology	IT Support, email, backups	-2,938.30
03/09/2023	5900	HACH Company	Lab Supplies	-1,161.74
03/09/2023	5901	Harcros Chemicals Inc	Feb. A/P - Fluoride	-7,714.26
03/09/2023	5902	Hensel Phelps Construction Co.	Feb. A/P - PVP Sed Basin 16" Butterfly Actuator	-2,337.00
03/09/2023		Pd onlii Home Depot	Feb. A/P - maint. storage, supplies, pipe racks	-1,585.36
03/09/2023	5903	Indigo Water Group	Feb. A/P - Training for Nate	-140.00
03/09/2023	5904	Jax Inc. Mercantile Company	Feb. A/P - Uniforms, Maint. Sup.	-1,518.27
03/09/2023	5905	Kelly Supply Company	Feb. A/P - Maint. Sup.	-1,010.11
03/09/2023	5906	Logical Systems, LLC	R & R - PVP Imp., Filters 5-8, PLC Upgrades	-10,858.75
03/09/2023	5907	McMaster-Carr	Feb. A/P - Maint. Sup.	-210.98
03/09/2023	5908	Municipal Treatment Equipment, Inc.	Feb. A/P - Maint. Sup.	-4,924.51
03/09/2023	5909	NCWCD	Feb. A/P - PVP 2023 Projected costs	-90,681.82
03/09/2023	5910	ODP Business Solutions	Office Supplies	-470.65
03/09/2023	5911	ONEPOINTSINC	Feb. A/P - Phones	-220.55
03/09/2023		Pd onlii Phillips 66 CO/SYNCB	Feb. - Fuel	-214.94
03/09/2023	5912	Sam's Club	Feb. A/P - Misc Admin/Ops Sup.	-79.56
03/09/2023	5913	SGS North America, Inc.	Samples	-1,524.30
03/09/2023		Pd onlii Shell	Feb. A/P - Fuel	-368.84
03/09/2023	5914	Stantec Consulting, Inc.	Feb. A/P - Expansion Feasibility Study	-16,834.75

Soldier Canyon Water Treatment Authority Custom Transaction Detail Report

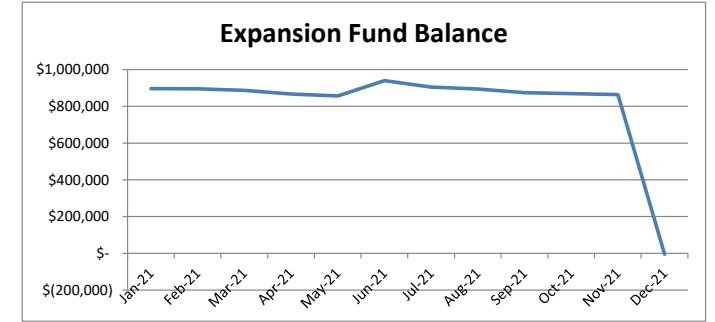
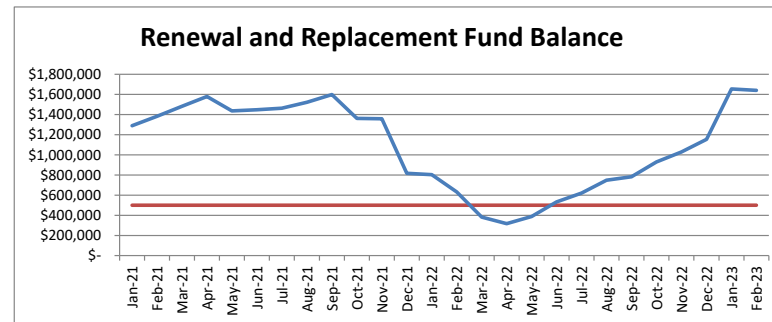
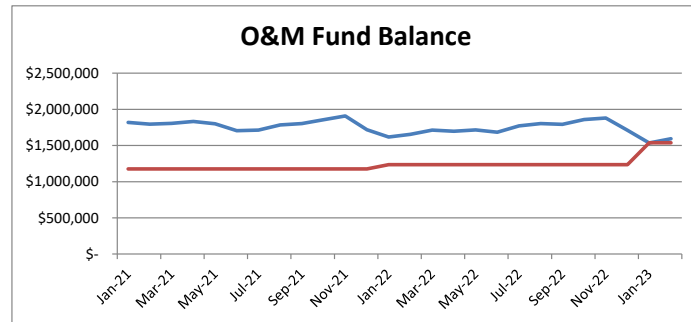
March 2023

Date	Num	Name	Memo	Amount
03/09/2023	5915	Summit Safety Solutions	Feb. A/P - Service gas detection equip	-820.00
03/09/2023	5916	The Sherwin Williams CO	Feb. A/P - Paint/Supplies	-52.32
03/09/2023	5917	ULINE	Feb. A/P - Maint. Sup	-609.21
03/09/2023	5918	UPS	Shipping	-211.72
03/09/2023	5919	US Bank	Feb. A/P - Copier Lease	-538.25
03/09/2023	5920	USA Blue Book	Feb. A/P - Ops Sup.	-244.40
03/09/2023	5921	Verizon Wireless	Feb. A/P - Cell phones	-380.62
03/09/2023	5922	VWR International, Inc.	Lab Supplies	-614.46
03/09/2023	Auto pa	Waste Management of No. Colo	Feb. A/P - Trash/Recycling	-660.52
03/09/2023	5923	Wiley, Austin	Feb. A/P - Reimburse for C Exam fee	-150.00
03/09/2023	Pd onli	Xcel Energy	Feb. A/P - Electric & Gas	-5,579.07
03/09/2023	5924	Xerox Business Solutions	Feb. A/P - Contract overage charge	-100.95
03/09/2023	5925	Blue Earth Solutions, LLC	Feb. A/P - Permit & Regulatory Compliance Support	-3,796.39
03/09/2023	5926	Ditesco	Feb. A/P - Water Resources Overland Ponds	-5,386.16
03/09/2023	5927	Larimer County Canal NO. 2 Irrigating C	Feb. A/P - 2023 Assessments	-1,100.00
03/09/2023	5928	Lyons Gaddis Attorneys & Counselors	Feb. A/P - General	-336.00
03/09/2023	5929	Municipal Treatment Equipment, Inc.	Feb. A/P - Water Resources Overland Ponds	-3,950.76
03/13/2023	5930	Airgas	Feb. A/P - Cyl Rent	-13.24
03/13/2023	5931	First National Bank	Feb. A/P - Education, New labtops, maint. sup., offi	-4,594.66
03/13/2023	5932	First National Bank Omaha	Feb.. A/P - Auto repairs, maint. sup.	-105.26
03/13/2023	5933	First National Bank	Feb. A/P - Education, Misc., office sup.	-3,513.95
03/23/2023	Pd onli	Xcel Energy	Feb. A/P - Electric & Gas	-11,867.83
03/28/2023	5939	Schroeder Tire	Mar. A/P - New tires for Skid Steer	-1,518.00
Mar 23				<u>-247,618.57</u>

- Plant expenses that aren't normal monthly expenses
- Chemicals
- Renewal & Replacement
- Water Resources

	Months												YTD Total	Budget	% To Budget	
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23				
Revenue Total	968,282	463,025	-	-	-	-	-	-	-	-	-	-	-	1,431,307	8,153,954	17.55%
<i>Fixed O&M Revenue Total</i>	400,936	400,936												801,872	4,811,235	16.67%
<i>Variable O&M Revenue Total</i>	61,794	55,287												117,081	1,338,719	8.75%
<i>Renewal and Replacement Revenue Total</i>	500,999	-												500,999	2,004,000	25.00%
<i>Expansion Revenue Total</i>	-	-												-	-	#DIV/0!
<i>Misc./Interest Income</i>	4,553.00	6,802.00												11,355	250	45.42
Expenses Total	676,279	418,830	-	-	-	-	-	-	-	-	-	-	-	1,095,109	7,850,549	13.95%
<i>Fixed O&M Expenses</i>	556,678	379,324												936,002	4,811,235	19.45%
<i>Variable O&M Expenses</i>	119,601	25,161												144,762	1,035,314	13.98%
<i>Energy Expenses</i>	17,248	17,447												34,695	105,969	32.74%
<i>Chemical Expenses</i>	102,353	7,714												110,067	1,232,750	8.93%
<i>Renewal and Replacement Expenses</i>	-	14,345												14,345	2,004,000	0.72%
<i>Expansion Expenses</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!

Reserves



Emergency Reserve Fund Balance end of Feb.
 Minimum Emergency Reserve Target
 +/- Target

1,593,727
1,537,489
56,238

1,640,102
500,000
1,140,102

(4,900)
-
(4,900)

Soldier Canyon Water Treatment Authority

Soldier Canyon Water Treatment Authority Board Meeting – Plant Manager's Update

Thursday, April 13, 2023

- Engineering Consultant RFP for 20-Year Master Plan – Selection Committee recommended selecting HDR. Currently in contracting and scoping for Work Order #1.
- Construction Contractor - Filters 5 to 8 Rehabilitation & Standby Generator RFP – Contracting and scoping with Hensel Phelps for cost estimating and design.
- Coordinated with Water Resources, North Poudre, Northern Water, and Fort Collins to successfully bring the PVP online Monday April 3rd.
- Began weekly meetings with Richard and Scott to discuss raw water flows and issues. Will meet weekly into October.
- Mark and Richard held the annual operations meeting with North Poudre and Fort Collins on the Munroe Canal for the upcoming year.
- NPIC completed the Munroe Canal Clay Lining project on March 24th, 2023.
- Control Room upgrades are almost complete.
- Working on crack sealing filter walls.
- Working on asphalt patching and sealing.
- Water Quality staff working on State certification for TOC testing.
- Successful transition from vendor to staff Chemist for Chlorine Dioxide testing. Saving approx. \$20k per year.
- Operations staff transitioning to Antero Computerized Maintenance Management System to manage work tasks. Maintenance already using this system to manage work and maintain plant equipment.
- Lots of planning and work to get ready for the upcoming summer high demand season:
 - Cleaning trains and ponds.
 - Topping off Filters with anthracite.
 - SOP to bring on South Plant.
 - Training new Operators on how to treat Poudre water.
- Good progress on PLC upgrades for Filters 5-8. PVP Intake PLCs are almost complete.

SOLDIER CANYON FILTER PLANT

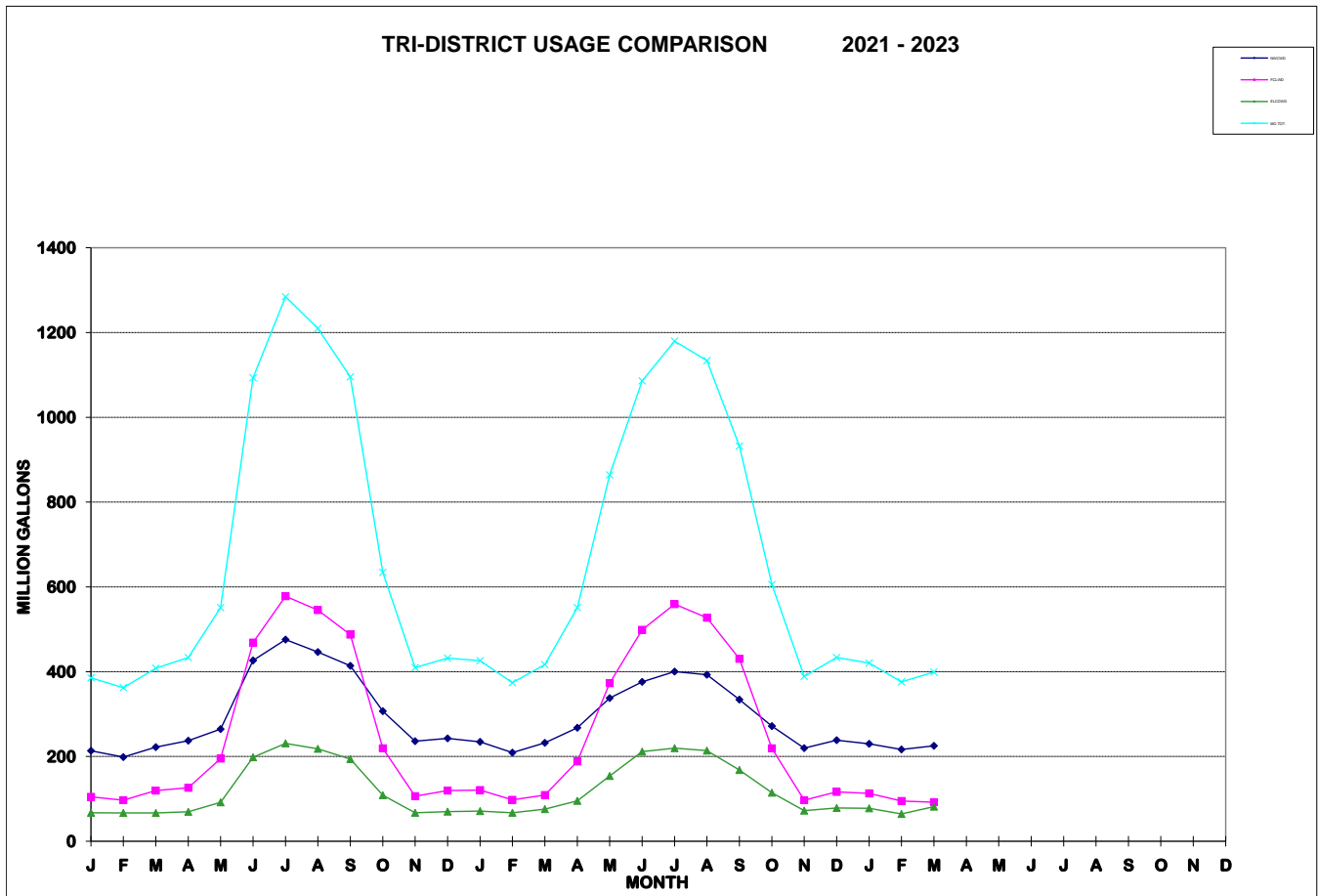
3 YEAR COMPARITIVE USAGE

TRI-DISTRICTS

2021 - 2023

[3yruse2003.xls]

MONTH	NWCWD			FCLWD			ELCOWD			MO. TOTAL		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
JAN.	213.232	234.429	229.737	104.782	120.573	113.018	67.179	71.023	77.609	385.193	426.025	420.364
FEB.	198.610	209.077	216.632	96.767	97.666	95.005	66.857	67.231	64.464	362.234	373.974	376.101
MAR.	221.902	232.206	225.289	119.593	108.830	92.041	66.593	75.633	81.548	408.088	416.669	398.878
APR.	237.188	267.526		126.389	188.202		69.689	95.364		433.266	551.092	0.000
MAY	264.431	337.491		195.029	372.881		91.809	153.949		551.269	864.321	0.000
JUN.	426.419	375.998		468.780	498.690		198.058	211.301		1093.257	1085.989	0.000
JUL.	475.675	400.401		577.994	559.459		230.767	219.816		1284.436	1179.676	0.000
AUG.	446.326	392.969		545.214	527.105		218.222	213.667		1209.762	1133.741	0.000
SEP.	414.085	334.021		487.309	430.478		193.749	167.893		1095.143	932.392	0.000
OCT.	306.612	271.670		219.058	219.380		108.798	114.438		634.468	605.488	0.000
NOV.	236.168	219.703		106.260	96.875		67.336	72.121		409.764	388.699	0.000
DEC.	242.592	238.439		119.446	116.273		69.906	78.550		431.944	433.262	0.000
YR.TOT	3683.240	3513.930	671.658	3166.621	3336.412	300.064	1448.963	1540.986	223.621	8298.824	8391.328	1195.343



Tri-Districts Monthly Flows (MGD)

March 2023

HT 1st Reading	4/1/2023	15793646
HT 1st Reading	3/1/2023	15393642

Total 24-hour District Flows (MGD)

SCFP Influent Flows (MGD)

	ELC TOT	FCL TOT	NWC TOT	Dist Total Flow	SCFP Daily Peak Flow	HT Flow	PV Flow	Total Influent Flow
3/1/2023	3.027	2.771	7.298	13.096	19.300	14.631	0.000	14.631
3/2/2023	2.221	3.436	7.499	13.156	17.240	12.675	0.000	12.675
3/3/2023	2.344	2.544	7.570	12.458	15.160	12.694	0.000	12.694
3/4/2023	3.023	3.420	6.626	13.069	17.050	13.204	0.000	13.204
3/5/2023	2.084	3.040	7.479	12.603	15.260	12.752	0.000	12.752
3/6/2023	3.140	2.979	7.203	13.322	17.880	13.957	0.000	13.957
3/7/2023	2.408	2.553	7.369	12.330	20.090	14.210	0.000	14.210
3/8/2023	2.197	2.759	6.531	11.487	14.990	11.902	0.000	11.902
3/9/2023	3.323	2.857	7.279	13.459	17.900	13.598	0.000	13.598
3/10/2023	2.209	3.145	6.744	12.098	15.290	12.606	0.000	12.606
3/11/2023	2.087	2.851	6.957	11.895	15.940	12.847	0.000	12.847
3/12/2023	2.907	2.512	6.766	12.185	17.600	11.837	0.000	11.837
3/13/2023	2.383	3.027	7.574	12.984	17.490	13.769	0.000	13.769
3/14/2023	2.318	2.707	7.031	12.056	15.060	12.251	0.000	12.251
3/15/2023	3.425	2.392	7.630	13.447	17.280	13.658	0.000	13.658
3/16/2023	2.322	2.817	6.716	11.855	15.430	12.956	0.000	12.956
3/17/2023	2.244	3.392	7.389	13.025	15.280	13.409	0.000	13.409
3/18/2023	3.055	2.679	6.691	12.425	15.310	11.451	0.000	11.451
3/19/2023	2.125	3.698	7.140	12.963	15.400	13.211	0.000	13.211
3/20/2023	2.590	2.776	7.568	12.934	17.600	14.048	0.000	14.048
3/21/2023	2.895	3.129	7.069	13.093	17.650	14.049	0.000	14.049
3/22/2023	2.112	2.770	7.375	12.257	15.110	12.337	0.000	12.337
3/23/2023	2.938	2.699	6.570	12.207	14.550	12.628	0.000	12.628
3/24/2023	2.297	1.999	7.050	11.346	15.260	12.611	0.000	12.611
3/25/2023	1.955	3.101	6.198	11.254	14.940	11.459	0.000	11.459
3/26/2023	3.120	2.631	6.648	12.399	15.300	12.317	0.000	12.317
3/27/2023	1.970	2.893	7.067	11.930	15.070	12.624	0.000	12.624
3/28/2023	2.378	2.558	6.383	11.319	15.000	11.997	0.000	11.997
3/29/2023	3.535	3.363	6.521	13.419	17.720	12.513	0.000	12.513
3/30/2023	2.113	2.178	6.777	11.068	17.600	12.925	0.000	12.925
3/31/2023	1.992	3.193	6.806	11.991	15.390	11.752	0.000	11.752
Minimum	1.955	1.999	6.198	11.068	14.550	11.451	0.000	11.451
Maximum	3.535	3.698	7.630	13.459	20.090	14.631	0.000	14.631
Average	2.540	2.867	7.017	12.424	16.327	12.867	0.000	12.867
Metered Usage	78.737	88.869	217.524	385.130		398.878	0.000	398.878
% Used	20.44	23.08	56.48	100.00				
MG Difference	2.811	3.172	7.765	13.748				
Total Usage	81.548	92.041	225.289	398.878				
						Influent-Effluent Difference (MG)		13.748
						Influent-Effluent Difference (%)		3.45

Soldier Canyon Water Treatment Authority - Treatment Capacity Share

District	Capacity Allocation (MGD)	Treatment Capacity Share (%)
ELCO	13.719	22.865 %
FCLWD	23.043	38.405 %
NWCWD	23.238	38.730 %
TOTAL	60.000	100.000 %

Soldier Canyon Water Treatment Authority

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this _____ day of _____ 2023, by and between Soldier Canyon Water Treatment Authority 4424 Laporte Ave, Fort Collins, CO 80521 (hereinafter referred to as the “Authority”), and [Hensel Phelps Construction Co.](#) (hereinafter referred to as “Consultant”).

RECITALS:

- A. The Authority requires professional services.
- B. Consultant has held itself out to the Authority as having the requisite expertise and experience to perform the required service for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide the Authority professional consulting service for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE AUTHORITY’S OBLIGATIONS/CONFIDENTIALITY

The Authority shall provide Consultant with reports and such other data as may be available to the Authority and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the Authority or pursuant to a lawful court order directing such disclosure. All documents provided by the Authority to the Consultant shall be returned to the Authority. Consultant is authorized by the Authority to retain copies of such data and materials at Consultant’s expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Authority acknowledges that the Consultant’s documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become property of the Authority upon completion of the services. Any reuse of the Consultant’s documents is at the Authority’s own risk.

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by the Consultant, the Authority shall pay the Consultant for service furnished at the hourly rates and reimbursed expenses as contained in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoice will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Authority.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Authority no later than the fifth (5th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the fifth (5th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The Authority has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Authority.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Authority) required by this Agreement have been turned over to and approved by the Authority and upon receipt by the Authority of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Authority of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Authority, the Project shall be complete and Consultant shall furnish the Authority the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Authority. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Authority shall have the authority to enter into any changes or

modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Authority for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Authority of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Authority's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The Authority cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the Authority, its Board of Directors, officials, officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Authority, its Board of Directors, its officers, agents and employees from damages to the extent caused by the negligence of the Authority's Board of Directors, officials, officers, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the authority, its Board of Directors, and any of its officials, officers, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Authority for the negligent acts of the Authority, its Board of Directors, or any of its officials, officers, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, for actions caused by Consultant, or, at the option of the Authority, agrees to pay the Authority or reimburse the Authority for the defense costs incurred by the Authority in connection with any such liability, claims or demands for actions caused by Consultant. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Authority, its Board of Directors, officials, officers, agents and employees, the Authority shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the Authority, its Board of Directors, officials, officers, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. The "Request for Proposal" is attached hereto as **Exhibit C** and incorporated by this reference are made a part of the Agreement. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages as described in the Request for Proposal. Such coverages shall be procured and maintained with forms and insurers acceptable to the Authority. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance – See **Exhibit C** for coverage requirements.
2. Commercial general liability insurance – See **Exhibit C** for coverage requirements.
3. Professional liability insurance - See **Exhibit C** for coverage requirements.
4. The policy required by Paragraph 2, above shall be endorsed to include the Authority and the Authority's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Authority, its officers, its

employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the Authority shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Authority prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Authority. The completed certificate of insurance shall be sent to:

Soldier Canyon Water Treatment Authority
4424 Laporte Ave.
Fort Collins, CO 80521
Attn: Mark Kempton, P.E.

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Authority may immediately terminate this Agreement or, at its discretion, the Authority may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Authority shall be repaid by Consultant to the Authority upon demand, or the Authority may offset the cost of the premiums against any monies due to Consultant from the Authority.
7. The Authority reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Authority's providing Consultant with seven (7) days' advance written notice, whichever occurs first. The Consultant shall also have the ability to terminate this agreement by providing Authority with forty-five (45) days' advance written notice. In the event the Agreement is terminated by the Authority's issuance of said written notice of intent to terminate, the Authority shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Authority shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Authority thereafter shall be at the Authority's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Authority. Upon disclosure of any such personal or private interest, the Authority shall determine if the interest constitutes a conflict of interest. If the Authority determines that a conflict of interest exists, the Authority may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Larimer, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Authority for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Authority shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibit A**, **Exhibit B**, and **Exhibit C** is the entire Agreement between Consultant and the Authority, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Authority which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Authority: Soldier Canyon Water Treatment Authority
Attn: Mark Kempton, Authority Manager
4424 Laporte Ave
Fort Collins, CO 80521

Consultant: [Hensel Phelps Construction Co.](#)
[Attn: Stan Javernick, Project Director](#)
[77 NW Frontage Rd](#)
[Fort Collins, CO 80524](#)

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and Authority. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute on instrument.

XX. ILLEGAL ALIENS

A. **Certification.** Consultant certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c).

B. **Prohibited Acts.** Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement
2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

XXI. SPECIAL PROVISIONS

Consultant understands and agrees that this Agreement is solely for preliminary construction consulting. Any further agreement for construction services for the Project will be a separate negotiation and a separate agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

SOLDIER CANYON WATER TREATMENT AUTHORITY

By: _____
_____, Board Chairman

ATTEST:

_____, Board Secretary

CONSULTANT: Hensel Phelps Construction Co.

By: _____

Title: General Manager

ATTEST:

By: _____

Title: Project Director

Exhibit A

**Soldier Canyon Water Treatment Authority
Soldier Canyon Filter Plant
2023 CMaR Preconstruction Scope of Services**



SCWTA – Construction Master Services CMaR

2023 Preconstruction Scope of Services

- **Meeting Attendance:**
 - 1 each 4-hour kickoff meeting/plant & site tour
 - 6 each 1-hour (weekly) in person meeting
 - Participation will include design review comments, constructability input, schedule input and identification of long lead items, construction phasing recommendations, and value engineering ideas
- **Design Review & Schedule Development**
 - Review and provide design comments on Backup Generator project (90% Design) and Filters 5-8 Improvements project (60% Design)
 - Develop and review construction schedule for each project, including any permitting, contract execution, and procurement items
- **GMP Development**
 - Provide cost estimating and Guaranteed Maximum Price (GMP) development for the Backup Generator project (90% design) and Filters 5-8 Improvements (60% design)
 - Coordination and procurement of subcontractor/supplier quotes and other information required for the estimating effort
 - 1 each 2-hour GMP estimate review/reconciliation meeting
- **Early Procurement**
 - Identification and bid procurement for long lead items related to the lift station utilizing design documents
 - Estimate development for Early Procurement contract and assist with contract execution
- **Site Investigation**
 - Provide utility locating and potholing services to assist in portions of the project design

No costs have been included for electrical subcontractor design assistance.

Exhibit B

**Soldier Canyon Water Treatment Authority
Soldier Canyon Filter Plant
2023 CMAr Preconstruction Consultant Hourly Rates**

		Estimated Preconstruction & Procurement Phase Hours							
Labor Classification	Burdened Rate (\$/hr)	<i>Meeting Attendance</i>	<i>Design Review & Schedule Development</i>	<i>Backup Generator GMP Development (90% Design)</i>	<i>Filters 5-8 Improvements GMP (60% Design)</i>	<i>Early Procurement</i>	<i>Site Investigation</i>		
Project Director	\$ 116.00	8	8	8	8	8			
Project Manager	\$ 99.00	10	16	20	20	24			
Project Superintendent	\$ 111.00	7	16	8	8		24		
Area Superintendent	\$ 99.00								
Project Engineer	\$ 76.00	4		8	8	16	16		
Safety Manager	\$ 89.00		4	4	4		4		
Senior Estimator	\$ 105.00	8	8	40	40	24			
Equipment & Operator	\$ 275.00						24		
Potholing Services	\$ 315.00						24		
		\$3,839	\$5,484	\$8,960	\$8,960	\$7,040	\$18,396		
Preconstruction Phase Fee Total		\$52,679							

Exhibit C

**Soldier Canyon Water Treatment Authority
Soldier Canyon Filter Plant – 2023 CMAr Preconstruction**

Insurance Requirements

Workers' Compensation

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

Contractor's Commercial General Liability

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

Professional Liability

Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

Master Agreement for Professional Services

THIS AGREEMENT is entered into this 17th day of March 2023 by and between the **Soldier Canyon Water Treatment Authority ("Client")** and HDR Engineering, Inc. ("**Consultant**").

RECITALS

- A. Client occasionally requires professional services, and
- B. Consultant is willing to provide such services upon the terms and conditions set forth herein:

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties have entered into this Agreement.

1. BASIC AGREEMENT:

- 1.1. WORK ORDERS:** Client may request that Consultant provide services. Each request will be contained in a written Work Order generally in the form attached as Exhibit A (the "**Work Order**"), and, upon acceptance by Consultant and Client established by execution of the Work Order, shall be considered an amendment to this Agreement.
- 1.2. GENERAL:** This Agreement sets forth the general terms and conditions which will apply to all Work Orders and the Work. Consultant will provide or cause to be provided the services set forth in this Agreement and any subsequent amendments including Work Orders. Client will pay Consultant for the Work as set forth in the Work Order and Paragraph 3.3 of this Agreement.
- 1.3. TERM:** This Master Agreement is effective March 17, 2023, through December 31, 2027, unless amended in writing signed by the parties or terminated as provided in paragraph 4.3 below.

2. CONSULTANT'S RESPONSIBILITIES:

- 2.1 SERVICES PROVIDED:** Each Work Order will describe the Work to be performed and deliverables, if any, to be provided. Consultant is not obligated to perform any Work until Client and Consultant have agreed in writing to the scope of the Work, time for performance, Consultant's compensation, Client's responsibilities and have signed a Work Order. Each Work Order is subject to and incorporates the terms and conditions of this Agreement. Under no circumstances shall the Consultant perform work not listed in the scope of the Work, or in the Work Order without Client approval.

- 2.2 STANDARD OF CARE:** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services unless otherwise provided in the Work Order.
- 2.3 INDEPENDENT CONTRACTOR:** Services will be provided by Consultant as an independent contractor. Consultant is solely responsible for the means and methods used to complete the Work. Consultant is not an employee of or in a joint venture with Client. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Consultant nor its employees, if any, are entitled to workers' compensation benefits from the Client for the performance of the work specified in this Agreement.
- 2.4 TIMELINESS OF PERFORMANCE:** The Consultant will perform the Work with reasonable diligence and expediency consistent with sound professional practices and as required by the Work Orders.
- 2.5 CONSULTANT'S EMPLOYEES:** Consultant represents to Client:
- (a) Immigration Reform and Control Act of 1986, as amended. Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with it, including, but not limited to, verifying the eligibility for employment of all of Consultant's agents, employees, subconsultants, and Consultants that are included in this contract.
 - (b) Limitation of Client Liability. Payments made to Consultant pursuant to this contract are the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subconsultants are entitled for performance of any Work under this contract.
 - (c) Public Works Project. Consultant acknowledges that work for Client is generally related to a "public works project." Contractors and sub-contractors do not have mechanics, materialmen, or other lien rights against a "public works project." Consultant will ensure that all of its subcontractors and suppliers are aware of the absence of lien rights and will indemnify Client against all costs incurred to void any purported lien.
- 2.6 COMPLIANCE WITH LAWS AND CLIENT POLICIES:** The Consultant will familiarize itself and comply with all laws, including but not limited to, employment related laws, laws governing activities of the Client, and Client policies applicable to the performance of the Agreement and any Work. Client policies will be made available to Consultant upon request.

2.6.1 FAIR EMPLOYEMENT PRACTICES AND COLORADO ILLEGAL ALIENS PROVISIONS:

(a) Civil Rights Laws: Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the Colorado Anti-Discrimination Act, as amended, the Americans with Disabilities Act of 1990, as amended, and any other applicable federal and state laws, and regulations hereinafter enacted.

2.7 CLIENT DISCRIMINATION AND HARASSMENT POLICY: Consultant and its officers, employees, agents, and subconsultants will comply with the Client's Discrimination/Harassment Prohibition Policy in performance of this contract, which Policy will be made available upon request to Consultant.

3. CLIENT'S RESPONSIBILITY:

3.1 DUTY TO PROVIDE INFORMATION AND ACCESS: Client will timely provide Consultant with any and all documents, regarding the data upon which the performance of the Work is based or to be performed, if any, which are available to Client and which relate to the Services. Client is responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents, and other information furnished by Client to Consultant under the Agreement. Consultant may use the requirements, reports, data, documents, and information in performing the Work unless Consultant is aware of or discovers an error which shall be immediately reported to Client. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

3.2 PERMITS AND LICENSES: These required items are addressed in individual Work Orders.

3.3 PAYMENT AND TERMS: Consultant will prepare invoices in accordance with its standard invoicing practices and each Work Order. Consultant will submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment properly due Consultant within 30 days after receipt of Consultant's invoice without timely disputing the amount, Client will be considered in breach of the payment terms of this Agreement, and the aggregate amount due Consultant will be increased at the rate of 1.50% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

Invoices shall include project billing code indicated on the Work Order and be emailed to "Invoices@soldiercanyon.com".

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed and will pay the undisputed portion.

Whenever Consultant is entitled to compensation for the charges of Sub-consultants used by the Consultant as part of the services provided to the Client, those charges will be billed to the Client at the amount billed to the Consultant by the Subconsultant times a factor not to exceed 1.10.

If after the Effective Date of a Work Order any governmental entity takes a legislative action that imposes fees or charges on Consultant's services or compensation different than as described by the Work Order, Consultant may invoice the new fees or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client will reimburse Consultant the cost of such invoiced new fees and charges; reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of the Work Order.

The Soldier Canyon Water Treatment Authority is a governmental entity and is therefore exempt from state and local sales and use tax. The Client will not pay for or reimburse any sales or use tax that may not directly be imposed against the Client. The Consultant will use the Client's sales tax exemption for the purchase of any and all products and equipment on behalf of the Client. A copy of the tax-exempt certificate can be provided upon request.

4. GENERAL CONSIDERATIONS:

4.1 OWNERSHIP OF DOCUMENTS: All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the "Documents") are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not the Project is completed. Notwithstanding the foregoing, upon completion of the project or termination of the services and payment of all monies due the Consultant, Consultant grants to Client a royalty-free, non-exclusive unlimited license to utilize Consultant's Documents provided to Client as part of the services or the Work to the extent necessary for the implementation, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants. Client shall indemnify and hold harmless Consultant, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of, or resulting there from to the extent permitted by the *Constitution of the State of Colorado*, Art. XI, Sections 1 and 2.

Documents submitted to the Client in electronic format shall be formatted according to specifications provided by the Client, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office format as appropriate for the work product or, if directed by the Client Contact in Adobe Acrobat pdf format.

- 4.2 WORKPLACE CONDUCT AND BEHAVIOR:** Consultant and Consultant's officers, employees, agents, and subconsultants shall comply with the Client's substance-free workplace policy, Information and Communications Systems Policy and other rules and regulations governing workplace safety, conduct and behavior, for any portion of the work performed on the premises of the Client or using Client facilities or equipment. Copies of relevant policies are available upon request.
- 4.3 SUSPENSION AND TERMINATION:** If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. Either party may terminate this Agreement or any individual Work Order by giving the other party a written seven (7) days' notice of its intent to terminate. Client will pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination. Payment to Consultant will be made within 30 days of the date of termination.
- 4.4 INSURANCE:** Consultant will purchase and maintain such insurance as is reasonable and necessary for the Work being performed as an independent consultant, meeting the following minimum limits: General Commercial Liability in an amount specified in the Colorado Governmental Immunity Act ("CGIA"), §24-10-101, *et. seq.*, C.R.S., as may be amended from time to time (currently \$387,000 per person, \$1,093,000 per occurrence for bodily injury and property damage); Automobile liability in an amount specified in the CGIA, §24-10-101, *et. seq.*, C.R.S., as may be amended from time to time (currently \$387,000 per person, \$1,093,000 per occurrence for bodily injury and property damage); Professional Liability - \$1,000,000 per claim and aggregate limit, unless an alternate amount is agreed to in writing by the Client; Workers Comp Liability – Statutory. Certificates of insurance are required to be provided to client no later than 7 days after agreement finalization.
- 4.5 OPINIONS OF COST:** Consultant's opinions of probable cost are to be made based on Consultant's experience and qualifications and represent Consultant's

estimate as an experienced and qualified professional generally familiar with the relevant industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over other consultants' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual cost will not vary from opinions of probable cost prepared by Consultant. If Client requires greater assurance as to probable cost, Client must employ an independent cost estimator.

4.6 ANNUAL APPROPRIATION: The Client's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Client's Board of Directors.

5. MISCELLANEOUS PROVISIONS:

5.1 MUTUAL WAIVERS AND CONSULTANT LIABILITY CAP: To the fullest extent permitted by law, Client, and Consultant:

- (1) Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
- (2) Agree that Consultant's total liability to Client related to any services provided, due to Consultant's negligent acts, negligent errors, or negligent omissions, shall be limited to \$1,000,000 or as otherwise provided in the Work Order.

The Client is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act (CGIA) or otherwise available to the Client or its officers or employees.

5.2 CONFIDENTIALITY: Confidential Nature of Information. Consultant shall treat all information obtained from the Client in the performance of this contract as confidential and proprietary to the Client. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.

- (a) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the Client or obtained from the Client or obtained as a consequence of the performance of work to any person other than the Client, or its own employees, agents or subconsultants who have a need for the information for the performance of work under this contract unless such

disclosure is specifically authorized in writing by the Client.

(b) Security plan. If requested by Client Contact, Consultant will prepare a security plan to assure that information obtained from the Client or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant will advise the Client of any request for disclosure of information or of any actual or potential disclosure of information.

(c) Survival. Consultant's obligations under this paragraph will survive the termination of this contract.

- 5.3 **PROHIBITED INTEREST:** No officer or employee of the Client who is authorized in such capacity on behalf of the Client to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the Client who is authorized in such capacity and on behalf of the Client to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.
- 5.4 **CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date of each respective Work Order issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Work Order date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule in effect when the work is completed. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.
- 5.5 **SEVERABILITY:** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain enforceable and be interpreted in a manner that satisfies the intent of the parties manifest in this Agreement and any Work Order.
- 5.6 **ASSIGNMENT:** Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

- 5.7 GOVERNING LAW and JURISDICTION:** Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for the county in which the Client's mailing address is located.
- 5.8 ELECTRONIC COMMUNICATIONS:** During the course of this contract, communications may occur through sending, receiving, or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Consultant and the Client view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.
- 5.9 INTEGRATIONS AND MODIFICATIONS:** This Agreement with its related Work Order represents the entire understanding of the Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters subject to a Work Order. This contract may not be modified, amended, or altered except in writing signed by the Client and Consultant with respect to any outstanding Work Order.
- 5.10 ADVICE OF COUNSEL:** The parties have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is the sole responsibility of each of the parties. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

5.11 NOTICES: All notices required, or which may be given under this Agreement shall be effective when physically or electronically delivered to the address first set forth below.

5.12 COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: This Agreement and any Work Orders may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement, any Work Orders, and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement for Professional Services as of the date first above written.

**Soldier Canyon Water Treatment
Authority (Client)**

By: _____
Board Chair Name

Title: Board Chair

Date: _____

Address: 4424 LaPorte Avenue

City: Fort Collins, CO 80521

Phone: (970) 482-3143

Attn: Amy Johnson

HDR Engineering, Inc.
(Consultant)

By: 
Name

Title: Sr. Vice President

Date: 2023-03-21

Address: 1670 Broadway Suite 3400

City: Denver, CO 80202

Phone: 303-764-1520

SOLDIER CANYON WATER TREATMENT AUTHORITY

WORK ORDER #1 (EXHIBIT A)

Work Order No. 2023-001

Effective Date: April 14, 2023

End Date: December 31, 2023

HDR Engineering, Inc. (Consultant) agrees to provide to Soldier Canyon Water Treatment Authority (Client), the professional services described for the Project identified below. The professional services shall be performed in accordance with, and shall be subject to, the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 13th of April 2023.

WORK ORDER PROJECT NAME: Soldier Canyon Water Treatment Authority 20-Year Master Plan – Work Order #1 – Tasks 1, 2, 3, and 4.

WORK ORDER PROJECT DESCRIPTION: Perform master planning engineering services as outlined in the attached Scope of Work and Budget, and in the Soldier Canyon Water Treatment Authority 20-Year Master Plan Request for Proposal response from HDR dated February 28, 2023.

SCWTA WORK ORDER BILLING NUMBER: 382056-GEN

CONSULTANT CONTACT : Amy Johnson, P.E. – (970)- 416-4438, amy.johnson@hdrinc.com.

CLIENT CONTACT: Mark Kempton, P.E., CWP - (970) 482-3143, mkempton@soldiercanyon.com

SCOPE OF WORK: See attached SOW (the “**Work**”).

FEE ARRANGEMENT: Time and Materials Not to Exceed \$71,345.

SPECIAL TERMS AND CONDITIONS: Instructions for Payment: Please reference Work Order Billing Number on Invoice when submitting for payment. Please submit requests for payment to Invoices@soldiercanyon.com.

APPROPRIATION : Client represents that it has available and has appropriated sufficient funds to pay the anticipated costs associated with this Work Order.

Soldier Canyon Water Treatment Authority
(Client)

HDR Engineering, Inc.
(Consultant)

By: _____
Eric Reckentine
Board Chairman

By: _____
Name:
Title:

Date: _____

Date: _____

Address: 4424 LaPorte Avenue
Fort Collins, Colorado 80521
Phone: (970) 482-3143

Address:
Phone:

Attachment A – Scope of Work

Date: Friday, April 07, 2023

Project: **20-Year Master Plan - Phase 1 - Work Order #1**

To: Mark Kempton, General Manager

From: Amy Johnson, PE
Chris Parton, PE
Mark Beebe, PE

The objective of this scope of work is to begin the 20-Year Master Plan project with Phase 1, which includes:

- Project Management
- Scoping and Kick-Off Meeting / Workshop
- Resource Documents and Data Review
- Coordination and Meetings with Districts

It is anticipated that tasks (other than Project Management which will span future Phases) to perform the scope of work will start April 14th, 2023 and be complete by July 14th, 2023.

Task 1. Management, Accounting, and QA/QC

Objectives: Manage scope, schedule, and staff, coordinate project technical elements, and provide quality reviews of project progress for the first 6 months of the 20-Year Master Plan, including this and future Phases covered in subsequent Work Orders.

Task 1.1 Project Management, Accounting, and Quality Control

- Initiate project accounting, budget, and resource management tools.
- Prepare Project Management Plan (PMP).
- Prepare Health and Safety Plan with Job Hazard Analysis (JHA) that will govern HDR's activities conducted under this Scope of Work.
- Prepare monthly invoices.
- Perform QC reviews of work products and documents.

Key Assumptions

- This Task will span a duration of 6 months and include subsequent Phases.

Deliverables:

- Monthly invoices.
- PMP
- Health and Safety Plan and JHAs
- Kick-Off Meeting agenda and meeting minutes.

Task 2. Scoping and Kick-Off Meeting / Workshop

Objectives: Conduct meeting with Authority staff and Stakeholders to define project goals and objectives, outline project and management approach, identify roles and responsibilities, and confirm the project scope, budget, and schedule.

Task 2.1 Kick-Off Meeting / Workshop

- Hold virtual meeting with Authority Management and Ditesco staff to confirm the overall project scope and plan for the Kick-Off meeting.
- Plan for Kick-Off Meeting / Workshop with Authority and Stakeholders.
- Hold a 2-hr Kick-Off Meeting / Workshop with Authority staff and Stakeholders to define project goals and objectives, outline project and management approach, identify roles and responsibilities, and confirm the project scope, budget, and schedule.

Task 2.2 Summary Memorandum

- Document outcomes and decisions of the Kick-Off Meeting / Workshop in a summary memo.

Key Assumptions

- Kick-Off Meeting / Workshop will be held in-person at the Soldier Canyon Water Treatment Plant.
- HDR will develop agenda and provide via email prior to meeting.

Deliverables:

- Kick-Off Meeting / Workshop agenda and summary memo / meeting minutes.

Task 3. Resource Documents and Data Review

Objectives: Review existing available literature/documents, operations data, and conduct interviews with Authority staff to gain an understanding of the existing conditions, operations, and proposed future plans for the Water Treatment Plant.

Task 3.1 Historic Records Review

- Prepare a data request for Authority information.
- Review available literature/documents (12 noted in the RFP plus any others available and pertinent to the scope of work).

Task 3.2 Authority Staff Interviews

- Conduct Authority interviews with select management, Operations and Maintenance (O&M) staff, and other staff as needed, including Water Resources staff.
 - Identify which past reports and resources we can confidently use and which areas may require further analysis.
 - Gain accurate and current information about daily plant operations and interactions with the Tri-Districts

Task 3.3 Summary Memorandum and Data Gaps

- Prepare brief memo to document materials reviewed, identified data gaps, and recommendations on how to fill the data gaps.

Key Assumptions:

- District will provide all relevant information for the project including existing system information as available and requested.
- Authority staff will be available for interviews on-site, on the same day, when requested.

Deliverables:

- Data request
- Summary memo and data gap analysis

Task 4. Coordination with District Managers and Engineers

Objectives: Conduct meetings with each of the Districts (ELCO, FCLWD, NWCWD) management and staff to assess their needs and operational effects on the Soldier Canyon Water Treatment Plant.

Task 4.1 Individual District Meetings

- Plan for and conduct three (3) in-person or hybrid meetings with each District, individually, to fully understand their unique needs and operations related to distribution, pumping, and storage systems and how those impact the water treatment plant.
- Prepare Meeting Minutes following each meeting

Task 4.2 Summary Workshop with all Districts

- Plan for and conduct a final Workshop with the Authority, ELCO, FCLWD, and NWCWD to present the combined information gathered from the Districts and to inform the Stakeholders of the impacts to the Authority that will frame the additional tasks and future recommendations for expansion.
- Facilitate discussion of potential solutions if conflicting needs arise.

Task 4.3 Summary Memo

- Prepare a detailed summary of information gained from all meetings including diagrams and figures to convey the information learned.

Key Assumptions:

- Each meeting / workshop will be limited to 1.5 hours.
- Meetings will be hybrid (some attendees in person and others virtual)
- Districts will be readily available for meetings to keep project on schedule.

Deliverables:

- Agenda and Meeting Minutes
- Detailed Memo summarizing information learned



Not in Scope

- Development of data gap information.
- Additional meetings or field visits beyond those noted above.
- Field investigations or physical infrastructure assessments.

EPA's Proposal to Limit PFAS in Drinking Water

March 2023

We rely on water from the moment we wake up and make a cup of coffee to when we brush our teeth at night. Every person should have access to clean and safe drinking water. That's why the U.S. Environmental Protection Agency (EPA) is taking a key step to protect public health by proposing to establish legally enforceable levels for six PFAS known to occur in drinking water, fulfilling a foundational commitment in the Agency's PFAS Strategic Roadmap. Through this proposed rule, EPA is leveraging the most recent science and building on existing state efforts to limit PFAS and provide a nationwide, health-protective standard for these specific PFAS in drinking water.

What are PFAS chemicals and why are they in our drinking water?

PFAS are a category of manufactured chemicals that have been used in industry and consumer products since the 1940s. PFAS have characteristics that make them useful in a variety of products, including nonstick cookware, waterproof clothing, and firefighting foam, as well as in certain manufacturing processes.

People can be exposed to PFAS in several ways. When their drinking water is contaminated with PFAS, it can be a significant portion of a person's total PFAS exposure. Exposure to PFAS over a long time, and during certain critical life stages, like during pregnancy and in developing babies, may lead to negative health effects.

PFAS can enter the environment from multiple sources, and because they tend to break down very slowly in the environment, PFAS can end up in the water sources that many communities rely on for drinking water. Reducing PFAS in drinking water helps reduce PFAS health risks.

What is EPA doing to make our drinking water safe?

EPA is taking a key step to protect public health by proposing a National Primary Drinking Water Regulation (NPDWR) to establish legally enforceable levels, called Maximum Contaminant Levels (MCLs), for six PFAS known to occur in drinking water. The six PFAS are **PFOA, PFOS, PFNA, PFHxS, PFBS, and GenX Chemicals**.

An MCL protects public health by setting a maximum level of a contaminant allowed in drinking water which can be delivered to users of a public water system. Additionally, EPA is proposing health-based, non-enforceable Maximum Contaminant Level Goals (MCLGs) for these six PFAS. An MCLG is the maximum level of a contaminant in drinking water where there is no known or anticipated negative effect on an individual's health, allowing for a margin of safety.

What levels EPA is proposing and what do water systems have to do?

Specifically, EPA is proposing:

- **An enforceable MCL for PFOA and PFOS.** EPA is proposing to regulate PFOA and PFOS at a level they can be reliably measured, which is 4 parts per trillion (4.0 nanograms/Liter).
- **An enforceable limit on a combination of PFNA, PFHxS, PFBS, and GenX Chemicals.** The proposed rule also would place limits on any mixture containing one or more of PFNA, PFHxS, PFBS, and/or GenX Chemicals. For these PFAS, water systems would use an approach called a hazard index, defined in the proposed rule and described later in this document, to determine if the combined levels of these PFAS

pose a potential risk. This approach protects communities from the additive effects of multiple PFAS when they occur together.

- **Monitoring.** EPA is proposing requirements for monitoring for the six PFAS that build upon EPA's long established monitoring frameworks where monitoring frequency depends on previous results. The proposal also includes flexibilities allowing systems to use some previously collected data to satisfy initial monitoring requirements.
- **Public notification.** Public water systems would be required to notify the public if monitoring detects these PFAS at levels that exceed the proposed regulatory standards.
- **Treatment.** Public water systems would be required take actions to reduce the levels of these PFAS in drinking water if they exceed the proposed regulatory standards. This could include removing these chemicals through various types of treatment or switching to an alternative water supply that meets the standard.

Are testing and treatment technologies available to remove these six PFAS?

Available technologies exist to monitor for and treat these six PFAS. Technologies capable of reducing PFAS in drinking water include granular activated carbon (GAC), anion exchange resins (AIX), reverse osmosis (RO), and nanofiltration (NF).

What does this proposal mean?

If finalized, the proposed regulation will require public water systems to monitor for these chemicals. It will also require systems to notify the public and reduce the levels of these PFAS if levels exceed the proposed regulatory standards. EPA anticipates that over time, if fully implemented, the rule will reduce tens of thousands of PFAS-attributable illnesses or deaths.

This proposal does not require any actions for drinking water systems until the rule is finalized, and water systems will be required to meet the MCLs after a specified implementation time period. EPA anticipates finalizing the rule by the end of 2023.

Public input on the proposal

EPA welcomes public input as part of the regulatory development process. The public is invited to review the proposal and supporting information. Comments can be provided in the public docket associated with this rulemaking at [regulations.gov](https://www.regulations.gov), identified by Docket ID Number: EPA-HQ-OW-2022-0114. Comments must be submitted to the public docket during the 60-day public comment period.

EPA will consider all public comments in informing the development of the final regulation. For more information and instructions on how to submit input to the public docket, visit: www.epa.gov/dockets/commenting-epa-dockets. EPA will also hold a virtual public hearing on May 4, 2023 where the public is invited to provide EPA with verbal comments. For more information on the public hearing and how to provide EPA with verbal and written comments, please visit: www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas.

Is funding available?

Reducing PFAS in drinking water will likely require investments in water infrastructure. Thanks to President Biden's leadership and bipartisan action in Congress, the Bipartisan Infrastructure Law provides an unprecedented \$9 billion to invest in drinking water systems impacted by PFAS and other emerging contaminants. EPA will ensure that states, Tribes, and communities get their fair share of this federal water infrastructure investment—especially in disadvantaged communities. These funds include:

- **\$4 billion** in investment through the **Drinking Water State Revolving Funds**, including a requirement that states dedicate 25% of these resources to disadvantaged communities or public water systems serving fewer than 25,000 people.
- **\$5 billion** to communities as grants through EPA's new **Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Program**. This program will promote access to safe and clean water in small, rural, and disadvantaged communities while supporting local economies. In February 2023, EPA announced the availability of the first \$2 billion of this funding.

For more information on Bipartisan Infrastructure Law funding, visit: www.epa.gov/infrastructure.

What if I am concerned about PFAS in my drinking water?

If you get your water from a drinking water system, reach out to your local water utility to learn about how they may be addressing PFAS as well as ask them to test the water for PFAS or to share information with you if they have already tested the water. Some public drinking water systems may not have this information. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods. Check with your state's drinking water program to see if they have issued guidance or standards for PFAS in your state and what actions they recommend or require when there is PFAS contamination. If your state does not have standards or guidance for PFAS see EPA's Health Advisory levels for [certain PFAS](#) for EPA's advice regarding these PFAS in drinking water. You may also consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. [Learn about certified in-home water treatment filters.](#)

To learn more about PFAS and steps that can be taken to reduce risks: www.epa.gov/pfas/meaningful-and-achievable-steps-you-can-take-reduce-your-risk

What does this proposed regulation mean for households on private wells?

While the Safe Drinking Water Act does not regulate private wells and this proposed rule does not set any requirements or standards for private well owners, EPA understands that people who consume water from private wells may be concerned about contamination of their drinking water by PFAS or other contaminants. EPA has resources to help people who rely on private wells for their drinking water.

First, EPA has information on protecting private wells to prevent contamination, testing private wells and protecting your health at <https://www.epa.gov/privatewells>. (The Centers for Disease Control and Prevention also provides similar information about private water systems at <https://www.cdc.gov/healthywater/drinking/private/index.html>)

Second, if test results from an approved laboratory show levels of PFOA, PFOS, Gen X or PFBS, see EPA's PFAS health advisories [Questions and Answers](#) to learn about actions that you might consider based on your test results.

Third, State Drinking Water State Revolving Loan Fund programs may provide funding to households served by private wells to connect to a drinking water system, or to form a new drinking water system that would be subject to Safe Drinking Water Act requirements. SRF funds can be used by states to provide household water quality testing for these PFAS where there is an intent to connect with a public water system, or to form a new one, and to provide temporary household or point-of-use filters while a connection to a public water system is established. For more information on these funding programs, please visit www.epa.gov/infrastructure.

My state drinking water standard for PFAS is higher than this proposal, is my water safe?

This proposal is based on the latest science and if finalized, states will need to establish standards that are as strict as the federal rule. In the interim, EPA currently has Health Advisories in place to act as a guide for states and water systems. EPA's 2022 lifetime health advisory levels represent the concentration of individual PFAS (PFOA, PFOS, GenX Chemicals, and PFBS) in drinking water at below which adverse health effects are not anticipated to occur over a lifetime. It's important to note that many states and utilities are already taking action to reduce PFAS in water, and less PFAS is better over a lifetime of exposure.

If you get your water from a drinking water system, reach out to your local water utility to learn about how they may be addressing PFAS as well as ask them to test the water for PFAS or to share information with you if they have already tested the water. NOTE: Some public drinking water systems may not have this information. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods. Check with your state's drinking water program to see if they have issued guidance or standards for PFAS in your state and what actions they recommend or require when there is PFAS contamination. If your state does not have standards or guidance for PFAS see EPA's Health Advisory levels for [certain PFAS](#) for EPA's advice regarding these PFAS in drinking water. You may also consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. [Learn about certified in-home water treatment filters.](#)

To learn more about PFAS and steps that can be taken to reduce risks: www.epa.gov/pfas/meaningful-and-achievable-steps-you-can-take-reduce-your-risk

This is a proposed rule for public comment. It does not require any actions for drinking water systems until EPA has a chance to consider public input and the rule is finalized. Once the rule is finalized, water systems will not be required to meet the MCLs until after a specified implementation time period. EPA anticipates finalizing the rule by the end of 2023.

Additional Background

What are MCLGs and MCLs?

MCLGs are non-enforceable public health goals. MCLGs consider only public health, not the limits of detection and treatment technology effectiveness. Therefore, they are sometimes set at levels which water systems cannot meet because of technological limitations. For example, if a contaminant is a known or likely carcinogen, EPA sets the MCLG at 0. MCLGs also consider adverse health risks to sensitive groups, including infants, children, the elderly, and immuno-compromised individuals. Once the MCLG is established, EPA determines the MCL. MCLs are enforceable standards. An MCL is the maximum level of a contaminant allowed in drinking water which can be delivered to users of a public water system. For this rule proposal, EPA evaluated available methods and treatment technologies, that are shown to measure and remove these six PFAS and set the proposed MCLs as close as possible to the MCLGs. EPA also evaluated costs and benefits in determining the proposed MCLs.

What is a Hazard Index?

The Hazard Index is a tool used to evaluate health risks of simultaneous exposure to mixtures of related chemicals. To prevent health risks from mixtures of certain PFAS in drinking water, EPA is proposing that water systems use this Hazard Index approach to regulate PFHxS, GenX Chemicals, PFNA, and PFBS. To determine the Hazard Index for these four PFAS, water systems would monitor and compare the amount of each PFAS in drinking water to its associated Health-Based Water Concentration (HBWC), which is the level at which no health effects are expected for that PFAS.

Water systems would add the comparison values for each PFAS contained within the mixture. If the value is greater than 1.0, it would be an exceedance of the proposed Hazard Index MCL for these four PFAS. For ease of use, EPA

intends to provide water systems with a web-based form that will automatically calculate the Hazard Index. More information on the Hazard Index, including an example of how to calculate it, can be found in the rule proposal at: www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas.

What are PFAS and What are their Health Effects?

There are thousands of different PFAS, and they can be found in many different consumer, commercial, and industrial products. PFAS can enter the environment from multiple sources and because they break down very slowly, concentrations of PFAS can accumulate in people, animals, and the environment over time and can end up in the water sources that many communities rely on for drinking water.

We now know that some PFAS can cause serious health problems if you are exposed to them – even at low levels – over a long period of time. Drinking water is one of several ways people may be exposed to PFAS and reducing PFAS in drinking water helps reduce PFAS health risks. Exposure to the PFAS EPA is proposing to regulate can increase the risks of a range of health effects, including:

- Reproductive effects such as increased high blood pressure in pregnant people
- Developmental effects or delays in children, including low birth weight, bone variations, or behavioral changes
- Increased risk of some cancers, including kidney and testicular cancers
- Reduced ability of the body’s immune system to fight infections, including reduced vaccine effectiveness
- Interference with the body’s natural hormones, including thyroid hormones
- Increased cholesterol levels
- Liver damage

What Else is EPA Doing to Stop PFAS Pollution and Protect Communities?

EPA released its PFAS Strategic Roadmap in October 2021 and has taken actions to reduce PFAS from entering the water we drink, fish, and swim; hold polluters accountable; and accelerate research that will help EPA and other agencies take future actions. EPA is committed to taking broader actions to help reduce Americans’ exposure to PFAS, including:

- Monitoring thousands of drinking water systems across the country for dozens of PFAS;
- Taking final action on a proposal to designate two PFAS as “hazardous substances” to help hold polluters accountable;
- Restricting PFAS discharges to our waterways by strengthening Clean Water Act standards; and
- Finalizing chemical data and safety rules that will increase our knowledge about PFAS, allow us to act faster and more strategically, and restrict legacy PFAS from reentering production.

To learn more about the proposed rule visit:
www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas

SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board

From: Mark Kempton, P.E., CWP

Date: April 13, 2023

Re: Proposed amendment to Authority Creation Agreement to include ownership of the Pleasant Valley Pipeline (PVP) Sed Basin and Screen

As a follow up to the discussion item “Review of proposed Authority Creation Agreement additions to include new physical facilities - 42” HT pipeline, PVP Sedimentation Basin and Screen, and PVP Pipeline” at the March 9th, 2023, Board meeting, the tables below show the proposed District percentage capacity associated with the PVP Sedimentation Basin and Screen. The purpose of this discussion is to include the PVP facilities in the Authority Creation Agreement. This inclusion will allow the Districts to adopt the Creation Agreement modifications and then allow the Authority to adopt an ownership Intergovernmental Agreement (IGA) with the City of Fort Collins.

Table 1: Capacity in the PVP Sed Basin*

Fort Collins	Capacity in the PVP Sed Basin		
	ELCO	FCLWD	NWCWD
53%	11%	18%	18%

Table 2: Capacity in the PVP Screen*

Fort Collins	Capacity in the PVP Screen		
	ELCO	FCLWD	NWCWD
50%	11.6%	19.2%	19.2%

*Percentages based on flows in the PVP

Table 3: Capacity in the PVP (No definitive documentation)

Fort Collins	Capacity in the PVP		
	ELCO	FCLWD	NWCWD
50%	11.35%**	21.76%**	16.89%**
50%	11.87%***	19.38%***	18.74%***

** Per 9/6/2017 Chris Harris email: “From what I can tell it looks like the costs for the PVP were split based on usage from the 12-month period preceding July 1, 1998.”

*** Per Interim PVP Agreement Capital Costs - June 1999 Soldier Canyon Filter Plant Steering Committee Meeting Minutes – Still investigating through Northern Water.