

ADAMS COUNTY, COLORADO
AMENDMENT FOUR 2018-212 SHOOTING RANGE REMEDIATION

THIS AMENDMENT FOUR TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.124 is entered into this 1 day of May, 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Quantum Water Consulting, located at 1746 Cole Boulevard, Suite 340, Lakewood, Colorado 80401, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on September 23, 2015, the County entered into a Purchase of Service Agreement 2015.124 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to add additional services.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. Amendment Four will add services to the agreement to perform construction and remediation oversight and additional ground water monitoring. The Contractor will perform the work at the agreed upon time and material price. An additional \$292,310.00 has been added to the time and materials agreement for a total not to exceed agreement price of \$896,395.00.
2. The Service Agreement and this Amendment Four contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment Four, the terms, conditions, and provisions of this Amendment Four shall control.
3. The Recitals contained in this Amendment Four are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This Amendment Four may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. Nothing expressed or implied in this Amendment Four is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment Four or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this Amendment Four by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

6. If any provision of this Amendment Four is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Four shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
7. Each party represents and warrants that it has the power and ability to enter into this Amendment Four, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Mary J. Hodge
Mary J. Hodge
Mary Hodge

5-1-18
Date

QUANTUM WATER CONSULTING

Theresa Jehn-Dellaport
Print Name

President
Print Title

Theresa Jehn-Dellaport
Signature

4/27/18
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

Stanna
Deputy Clerk

APPROVED AS TO FORM:

D. Edelst
County Attorney

Projected Quantum Costs for CY 2018
Adams County Shooting Range Remediation

2/22/2018

Scheduled Tasks	Estimated Fee
McAlexander Well Sampling and Reporting (March)	\$ 2,000
4 Quarterly Groundwater Monitoring Events (\$13,600 per event)	\$ 54,400
Soil Remediation and Demolition Oversight (1)	\$ 59,000
Cover Design and Bid Documents	\$ 35,300
Flatrock borrow area evaluation (2)	\$ 20,000
Cover Construction Oversight (from Jan. 2018 Budgetary Estimate) (3)	\$ 78,000
7 well permits (AC-MW1, AC-MW3, AC-MW4, AC-MW5, AC-MW6, AC-P2, AC-P5)	\$ 1,500
Well abandonments (4)	\$ 5,000
offsite disposal of liquid IDW (5 drums)	\$ 1,700
meetings and project management	\$ 10,000
Optional Task	Estimated Fee
Replace monitoring well MW-H05 (5)	\$ 2,500
Estimated Work in Progress (Booked not billed)	\$ 10,000
Subtotal	\$ 279,400
15% contingency	\$ 41,910
Total Estimated Quantum Costs for 2018	\$ 321,310
Amount remaining on Purchase Order	\$ (29,000)
Net Estimated Quantum Costs for 2018	\$ 292,310

Notes:

- 1) Jan. 2018 Engineer's Estimate
- 2) Budgetary estimate for characterization (borings or test pits), geotechnical testing, and evaluation
- 3) Rough estimate. Very dependent on contractor's field schedule. Assumes six months of construction in 2018.
- 4) Assumes 3 wells or piezometers
- 5) Replacement monitoring well for off-site Thornton well