WHEREAS, the Board of Trustees, by motion of April 16, 2009, approved an Environmental Services Agreement with American Water Services, Inc., to provide Environmental Services to the Town.

WHEREAS, American Water Services, Inc., has agreed to provide Environmental Services for the Town.

WHEREAS, the Town desires to have certain professional services completed in order to bring the drinking water system into compliance with the new Federal and State Laws.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Hot Sulphur Springs, Colorado:

Section 1. Adoption of Resolution

Adoption of this Resolution authorizes the Board of Trustees to enter into an Agreement with American Water Services, Inc., to perform the Environmental Services required under the new Federal and State Laws.

Section 2. Approval of Agreement

Approval of this Resolution by the Board of Trustees authorizes the Town to enter into the Agreement with American Water Services, Inc., to provide Environmental Services to the Town.

RESOLUTION NO. 2009-6

COLUMADO

TOWN OF HOT SULPHUR SPRINGS
By:  [Signature]

ATTEST:

By:  [Signature]

Herbal Deputy, Recorder

By:  [Signature]

June 2009

ADOPTEF

This Resolution shall be effective immediately upon approval of the Board of Trustees for the Town of Hot Springs Springs.

Section 1. This Resolution shall not affect any of the remaining provisions of this Resolution.

Section 2. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, clause or provision shall not affect any other sections, paragraphs, clauses or provisions of this Resolution.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable, the remaining sections, paragraphs, clauses or provisions of this Resolution shall not be affected.
WHEREAS, the Contractor expresses its recognition that the Town's obligation to make full payment in consideration hereunder shall be contingent on the Town receiving full funding for the project in consultation with the Contractor, and

WHEREAS, the Contractor, having performed the professional services described in the agreement, is entitled to receive the agreed-upon fee.

WHEREAS, the Town desires to have performed the professional services described in the agreement.

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WHEREAS, the Contractor, having performed the professional services described in the agreement, is entitled to receive the agreed-upon fee.
and professionally perform the Services in accordance with this Agreement. It is understood that the contractors and employees possess the skills, knowledge, and abilities to perform the Services and that the contractors and employees are bound by the terms and conditions of this Agreement and the conditions of the Services (as defined in the State of Colorado for the performance of the Services) and are bound by the terms of the Agreement and the conditions of the Services (as defined in the State of Colorado). Contractors performing services in the State of Colorado, contractors, and employees of contractors shall comply with the requirements of the State of Colorado, including but not limited to, the requirements of the State of Colorado for the performance of the Services, the requirements of the State of Colorado for the performance of the Services, and any other requirements of the State of Colorado.

1.5 Standard of Performance in Performing the Services. The contractors and the contractors shall perform the Services in accordance with the requirements of the State of Colorado, contractors, and employees of contractors. Contractors performing services in the State of Colorado, contractors, and employees of contractors shall comply with the requirements of the State of Colorado, including but not limited to, the requirements of the State of Colorado for the performance of the Services, the requirements of the State of Colorado for the performance of the Services, and any other requirements of the State of Colorado.

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1.3 Changes to Services. The contractors may make a change of the Services as an independent contractor, the contractors shall perform the Services in accordance with the requirements of the State of Colorado, contractors, and employees of contractors. Contractors performing services in the State of Colorado, contractors, and employees of contractors shall comply with the requirements of the State of Colorado, including but not limited to, the requirements of the State of Colorado for the performance of the Services, the requirements of the State of Colorado for the performance of the Services, and any other requirements of the State of Colorado.

1.2 Services are delivered as per the discretion of the Town. Any changes that are made to the Services are delivered as per the discretion of the Town. Any changes that are made to the Services are delivered as per the discretion of the Town. Any changes that are made to the Services are delivered as per the discretion of the Town.

1.1 Agreement for the Town to perform the Services. The Town may request a change of the Services in accordance with the requirements of the State of Colorado, contractors, and employees of contractors. Contractors performing services in the State of Colorado, contractors, and employees of contractors shall comply with the requirements of the State of Colorado, including but not limited to, the requirements of the State of Colorado for the performance of the Services, the requirements of the State of Colorado for the performance of the Services, and any other requirements of the State of Colorado.

1.0 Services and Contractual Agreement. The parties mutually agree as follows:

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the parties agree:

WHEREAS, execution of the Agreement by the Town was approved by the Town Board on June 4, 2009.

WITNESSETH, the parties mutually agree as follows:
Section 2. Time and Method of Payment.

The Contractor shall perform the services described in Exhibit A entitled "Comprehensive or and Compensation for Services" provided by the Government and the Government is entitled to receive payment for the services described in Exhibit A.

Exhibit B. The Contractor is responsible for ensuring that all services performed by the Contractor under this Agreement are performed in accordance with the specifications and standards outlined in Exhibit A and Exhibit B. The Contractor further agrees to furnish a copy of all invoices and statements to the Government upon request.
The Contractor shall perform the Services in accordance with the Agreement and shall promptly inform the Town concerning any difficulties and uncertainties.

3.2.

If the Contractor is unable to perform the Services in accordance with the Agreement, the Town may terminate the Agreement.

3.3.

The Town reserves the right to review and approve any changes to the Agreement.

CONTRACTORS' GENERAL RESPONSIBILITIES

The Contractor shall provide all necessary equipment and personnel to perform the Services as specified in the Agreement. The Contractor shall comply with all applicable laws and regulations. The Contractor shall ensure that all work is performed in a safe and professional manner.

3.4.

The Contractor shall be responsible for all costs and expenses incurred in performing the Services.

DISPUTE OF INTEREST

The Town may dispute any Contractor's claim for additional compensation.

2.4.

Any disputes shall be resolved through mediation or arbitration as agreed upon by the Contractor and the Town.

FILING OF TINNING AND CONSTRUCTION

The Town shall pay the Contractor within 10 days of receipt of an invoice for any undisputed change orders.

2.3.

Any discrepancies in the Agreement shall be resolved through the dispute resolution process agreed upon by the Contractor and the Town.

REMEDIES

The Contractor shall promptly inform the Town of any difficulties or uncertainties encountered in the performance of the Services. The Contractor shall promptly correct any deficiencies in the performance of the Services. The Contractor shall promptly review the Agreement and the Services performed.

In the event of a dispute, the Town shall promptly review the Agree-
The Contractor shall submit to the Town a final accounting and shall

receive a notice of termination and

provide no further services in connection with this Agreement. The

Town shall terminate this Agreement if any of the following occur:

4.3.1 The Agreement shall be effective on the 17th day of April, 2009.

The Contractor shall be responsible for all services performed prior to the Contractor's receipt of

notice of service for all outstanding and unpaid services and

charges.

The Contractor shall bill the Town a final accounting and final

The Contractor shall submit to the Town a final accounting and shall

receive a notice of termination and

provide no further services in connection with this Agreement. The

Town shall terminate this Agreement if any of the following occur:

4.3.1 The Agreement shall be effective on the 17th day of April, 2009.
4.6 Agreement.

The Contractor shall, at its own expense, perform or cause to be performed, all services in accordance with the Agreement, including, but not limited to, the design and/or construction of the Facility. The Contractor shall comply with all applicable laws, rules, and regulations during the performance of the services. The Contractor shall also provide all necessary permits and approvals. The Contractor shall be responsible for the timely and proper completion of the services.

4.5 Termination For Non-Performance.

Should a party to this Agreement fail to perform its obligations in accordance with the terms of the Agreement, the non-performing party shall be in default. The defaulting party shall be given a reasonable period of time to cure the default. If the default continues, the non-performing party shall be liable for any damages incurred as a result of the default. The non-performing party shall be subject to termination of the Agreement by the other party, without prejudice to any other rights or remedies available to the other party under law.

4.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Each party shall execute and deliver such number of counterparts as may be required to execute this Agreement.

3. Payment.

The payment terms shall be as follows: [details of payment terms].

2. Deliverables.

The Deliverables shall include [description of Deliverables].

1. Supervision.

The Contractor shall supervise and coordinate the work of subcontractors and suppliers as required by the Agreement.
5.2 Law Enforcement. To the extent authorized by law and without waiving the
provision of the Colorado Governmental Immunity Act, the Town shall defend,
prosecute, and indemnify the Contractor and its employees from any and all
claims, demands, and proceedings including, but not limited to, claims of
negligent acts of the Town and its employees relating to the services contracted
for, claims of personal injury to person(s) arising out of or in connection
with the services provided, or claims made by any claimant suffering injury
or damage resulting from the performance of the Services by the Contractor,
claims of strict liability, claims of vicarious liability, and claims
arising under the laws of any jurisdiction.

6.1 Contractor Indemnification. The Contractor shall indemnify, defend and hold
harmless the Town and its employees from and against any and all liability,
costs, and expenses (including attorneys’ fees and expenses) of
indemnification described in Section 6.1 hereof.

Defects or errors in the Town’s specifications or design shall not
relieve the Contractor from the performance of the Services.

5.3 Claims.

Claims for additional work, increases in cost, or adjustments to the
price or payment under the Agreement shall be submitted in writing
within thirty (30) days after the discovery of the change and
shall be submitted to the Town within thirty (30) days after the
discovery of the change. The written claim shall describe the work
and the reasons therefor in detail and shall be accompanied
by any supporting data or substantiation. Such written claim
shall be considered a formal notice of the Contractor’s intent
to seek additional payment or adjustment. The written claim
shall be submitted to the Town and shall be accompanied
by any supporting data or substantiation. The written claim
shall be considered a formal notice of the Contractor’s intent
to seek additional payment or adjustment.

5.4 Termination.

Either party may terminate the Agreement by written notice to the other
party if the other party fails to perform its obligations hereunder in a
manner reasonably satisfactory to the terminating party. The terminating
party shall give written notice to the other party of its intention to
terminate the Agreement, and such notice shall state the reason for such
termination. The Agreement shall terminate automatically upon receipt
of such notice. The terminating party shall be entitled to retain any sums
paid to the other party for work performed prior to the date of
termination, and the other party shall be entitled to retain any sums
owed to it for work performed prior to the date of termination.

The Town may terminate the Agreement if the Contractor shall fail to comply
with any of the provisions of this Agreement.

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provision of the Colorado Governmental Immunity Act, the Town shall defend,
prosecute, and indemnify the Contractor and its employees from any and all
claims, demands, and proceedings including, but not limited to, claims of
negligent acts of the Town and its employees relating to the services contracted
for, claims of personal injury to person(s) arising out of or in connection
with the services provided, or claims made by any claimant suffering injury
or damage resulting from the performance of the Services by the Contractor,
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for, claims of personal injury to person(s) arising out of or in connection
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with the services provided, or claims made by any claimant suffering injury
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of such notice. The terminating party shall be entitled to retain any sums
paid to the other party for work performed prior to the date of
termination, and the other party shall be entitled to retain any sums
owed to it for work performed prior to the date of termination.

The Town may terminate the Agreement if the Contractor shall fail to comply
with any of the provisions of this Agreement.
Additional Requirements for All Policies: In addition to specific requirements imposed on insurance by this Section 6.2, it is understood that insurance shall conform to all of the following:

A. All policies of insurance shall be primary insurance, and any insurance and endorsement or rider shall be primary insurance.

B. The Contractor shall be solely responsible for any deductible losses.

C. The Contractor shall be bound by any unforeseen policy or coverage.

D. The Contractor shall be bound by any unforeseen policy or coverage.

E. The Contractor shall be bound by any unforeseen policy or coverage.

F. The Contractor shall be bound by any unforeseen policy or coverage.

G. The Contractor shall be bound by any unforeseen policy or coverage.

H. The Contractor shall be bound by any unforeseen policy or coverage.

I. The Contractor shall be bound by any unforeseen policy or coverage.

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L. The Contractor shall be bound by any unforeseen policy or coverage.

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N. The Contractor shall be bound by any unforeseen policy or coverage.

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P. The Contractor shall be bound by any unforeseen policy or coverage.

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S. The Contractor shall be bound by any unforeseen policy or coverage.

T. The Contractor shall be bound by any unforeseen policy or coverage.

U. The Contractor shall be bound by any unforeseen policy or coverage.

V. The Contractor shall be bound by any unforeseen policy or coverage.

W. The Contractor shall be bound by any unforeseen policy or coverage.

X. The Contractor shall be bound by any unforeseen policy or coverage.

Y. The Contractor shall be bound by any unforeseen policy or coverage.

Z. The Contractor shall be bound by any unforeseen policy or coverage.
In connection with the Service, the Contractor agrees to make all reasonable efforts to prevent and control waste, spilling of hazardous materials, and any other activities that may cause environmental damage.

6.2.15 Failure to Obtain or Maintain Insurance. The Contractor agrees to obtain and maintain insurance in accordance with Paragraph 6.2. As part of this agreement, the Contractor agrees to provide evidence of insurance to the Owner's satisfaction, and to comply with all applicable insurance requirements.

6.3.10 Property Damage rising from completed operations. The Contractor agrees not to leave any property damaged or in a hazardous condition at the completion of the Service.

7.0 OWNERSHIP OF DOCUMENTS/COPIES

In accordance with the Agreement, the Contractor agrees to provide the Owner with a complete set of copies of all documents and records related to the Service, as required by the Agreement. The Owner may retain possession of these records for as long as necessary to complete the Service or to satisfy any outstanding obligations under the Agreement.
10.0 ARAA SPECIFIC PROVISIONS

10.1 Parties Understood and Acknowledged. The Parties understand and acknowledge that the

12.0 BUSINESS ENTERPRISE RULES (COMBINE) The Parties understand and acknowledge that the

...
11.2 No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to be a waiver of any right which otherwise belongs to or may be exercised by any party to this Agreement in accordance with any applicable law, whether such right may be exercised under the provisions of the General Governmental Immunity Act, Title 24, Article 2, or the Colorado Revised Governmental Immunity Act, or any other provision authorizing or allowing the Town to engage in public activity or commerce in a manner or character as to render the Town liable to suit or causing or providing an obligation or duty or causing the Town to be subject to suit or causing or providing a cause of action on the part of any other person or entity.

11.3 Waiver of Right: A waiver by any party to this Agreement of the exercise of any right or power under this Agreement shall not be construed as a waiver of any other right or power to be exercised by the same party or any other party to this Agreement.

11.4 ARPA Compliance: The Parties understand and acknowledge that the Water Project is funded by the ARPA, and if not funding is received, then the Water Project is not applicable to this Agreement. This provision is not applicable to ARPA funds which may result in the termination of this Agreement.

11.5 Affirmations: The Parties acknowledge and agree that the Water Project is provided in the public interest in accordance with the Water Act, and the terms and conditions of this Agreement are consistent with the Water Act. The Conditions are subject to the Water Act.

11.6 Miscellaneous Provisions: The Terms of this Agreement shall not be construed to be a waiver of any right which otherwise belongs to or may be exercised by any party to this Agreement in accordance with any applicable law, whether such right may be exercised under the provisions of the General Governmental Immunity Act, Title 24, Article 2, or the Colorado Revised Governmental Immunity Act, or any other provision authorizing or allowing the Town to engage in public activity or commerce in a manner or character as to render the Town liable to suit or causing or providing an obligation or duty or causing the Town to be subject to suit or causing or providing a cause of action on the part of any other person or entity.

11.7 No Waiver of Right: A waiver by any party to this Agreement of the exercise of any right or power under this Agreement shall not be construed as a waiver of any other right or power to be exercised by the same party or any other party to this Agreement.

11.8 ARPA Compliance: The Parties understand and acknowledge that the Water Project is funded by the ARPA, and if not funding is received, then the Water Project is not applicable to this Agreement. This provision is not applicable to ARPA funds which may result in the termination of this Agreement.
11.4.4 Permanent Action

The Parties agree that this Agreement by its terms shall be

11.4.3 Affirmative Action. Contractor will not discriminate against any employee or

11.4.2 Prevailing Wage

11.4.1 General.

11.3 20 Tor-20; The Parties understand and acknowledge that the

11.2 20; Section 20

11.1 No Partial Performance. Nothing contained in this Agreement is intended to

11.0 No Gage. Any claim for personal injury or property damage in connection with the Agreement is hereby disclaimed.

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Article 10: Rights of the Parties

10.01 Right to Decline

10.00 Right to Decline

9.00 Right to Decline

8.00 Right to Decline

7.00 Right to Decline

6.00 Right to Decline

5.00 Right to Decline

4.00 Right to Decline

3.00 Right to Decline

2.00 Right to Decline

1.00 Right to Decline

12

Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement shall survive the termination of the Agreement, and any dispute arising out of or relating to the Agreement shall be governed by the law of the State of New York.

Language of the Agreement: Any dispute arising out of or relating to the Agreement shall be governed by the law of the State of New York.
$1.16 Amendment to Contract.
The provisions of this Section apply to the extent that the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitute a sale of the Agreement and any Services performed hereunder constitut
For purposes of this Section only, the term 'contractor' shall include persons that are
qualified and eligible under such provisions to enter into the contract.

By the execution of this contract, Contractor hereby consents that it is

A contractor who intentionally violates Colorado Construction Article
XXVIII shall pay a penalty of $1,000 for each violation.

C. Contractor undertakes that any breach of the Agreement or of
collections or contributions to aid in the enforcement of this contract,
and the Colorado Division of Personnel & Administration, including the
Colorado Construction Article, will seek to recover the sum of $1,000 for each
contract.
TOWN OF HOT SPRINGS, COLORADO

THIS AGREEMENT is executed and made effective as provided above.

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement.
EXHIBIT A - Page 1

The Services set forth herein shall be completed by June 30, 2008.

Deadline for Completion of Services

1. Confirm scope of ARPA work and resulting EA scope of assessment.

2. Engage city council meeting(s) with least eight required agency contacts. Include input from agreements.

3. Engage city council meeting(s) with least eight required agency contacts. Include input from agreements.

4. Public Scoping including legal notices, newspaper plugs, and open house.

5. Final EA Needs Assessment, including consideration of all scoping results.

6. Final EA Needs Assessment, including consideration of all scoping results.

Estimated $4,500.00

Estimated $4,500.00

Estimated $4,500.00

Estimated $4,500.00

Estimated $4,500.00

Estimated $4,500.00

Estimated $4,500.00

Estimated $4,500.00

Phase 2 would complete the EA based upon results from the Phase 1. Phase 1 results included:

[Infrastucture Projects]

[Water Infrastructure Projects]

[Arpa/Arpa Drinking Water]

American Reinvestment and Recovery Act (Arpa) Drinking Water
<table>
<thead>
<tr>
<th>Cost per Hour</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.00</td>
<td>Technical Support and Administration</td>
</tr>
<tr>
<td>$55.00</td>
<td>Field Work, Research, Drafting, Writing</td>
</tr>
<tr>
<td>$85.00</td>
<td>Principal Earth Scientist – Project Scientist, Technical Oversight</td>
</tr>
<tr>
<td></td>
<td>Grand Environmental Services</td>
</tr>
</tbody>
</table>

**Rates for Service and Removable Expenses**

**Exhibit B**