

TOWN OF HOT SULPHUR SPRINGS,
COLORADO
RESOLUTION NO. 2010-12- 6

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF HOT SULPHUR SPRINGS, COLORADO, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAND ENVIRONMENTAL SERVICES FOR COMPLETION OF THE TOWN OF HOT SULPHUR SPRINGS ARRA DRINKING WATER INFRASTRUCTURE PROJECTS, FOR AN ADDITIONAL TWO MONTHS THROUGH FEBRUARY 2011 AND AN AMOUNT NOT TO EXCEED \$10,000.00 MAKING THE AGGREGATE NOT TO EXCEED AMOUNT PAYABLE TO GRAND ENVIRONMENTAL SERVICES \$210,000.00.

WHEREAS, the Town of Hot Sulphur Springs Water Enterprise entered into a Loan Agreement with the Colorado Water Resources and Power Development Authority for funding from the Drinking Water Revolving Fund pursuant to the American Recovery and Reinvestment Act to finance water treatment plant upgrades, construction of a new clearwell, new intake and associated piping, and storage improvements ("Project"); and

WHEREAS, by Resolution 2009-6-2, the Board of Trustees approved a Professional Services Agreement ("PPSA") for Project Management Services Between the Town and Ambiocon Strategies, Inc. d/b/a Grand Environmental Services ("Contractor"); and

WHEREAS, subsequent revisions to the scope and specifications of the ARRA Drinking Water Infrastructure Projects were made as required by state and federal regulations, increasing the scope of professional services needed from Contractor; and

WHEREAS, by Resolution 2009-11-1, the Town Board approved an amended Drinking Water Recovery Project Budget as of November 19, 2009 ("Amended Budget"), which reflected additional compensation to Contractor and additional services from Contractor from those previously approved by Resolution 2009-6-2; and

WHEREAS, the Town desires to amend the terms of the PSA up to and including February, 2011; and

WHEREAS, the Town Board of Trustees desires to approve these changes to the PSA in substantially the form as attached hereto as Exhibit A and authorize (1) Contractor to perform the additional project management services and (2) the Town to pay Contractor up to \$10,000 in additional compensation, making the total amount payable by the Town pursuant to the PSA, as amended, \$210,000.00, as set forth in the Amendment to the PSA.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HOT SULPHUR SPRINGS, COLORADO:

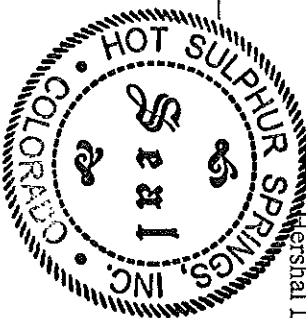
Section 1. The Board of Trustees on behalf of the Town (a) incorporates the recitations set forth herein as findings of the Board; (b) approves the Amendment to PSA, for the purposes as set forth in the recitations hereto and as described in Exhibit A hereto, for an additional two months of project management consulting services and in an additional amount not to exceed \$10,000.00 making the total amount payable by the Town pursuant to the PSA, as previously amended by Resolution 2009-11-1, \$210,000.00; (c) authorizes the Project Manager and the Town Attorney, in consultation with the Mayor, to make such changes to the Amendment to PSA as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the Town; (d) authorizes the Project Manager to submit the Amendment to PSA to the CDPHE for approval if such approval is required; and (e) authorizes the Mayor to execute, on behalf of the Town, the Amendment to PSA and any necessary amendments thereto as may be required to satisfy the Town's obligation to comply with requirements of the American Recovery and Reinvestment Act or related and incorporated federal law or regulation or other state or local regulation.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. This Resolution shall be effective immediately upon approval of the Board of Trustees for the Town of Hot Sulphur Springs.

ADOPTED by a vote of 4 in favor and 0 against, and 0 abstaining, this 16 day of December, 2010.

By: 
Marshal Deputy, Mayor



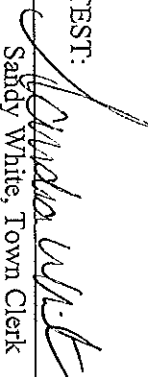
ATTEST:
By: 
Sandy White, Town Clerk

EXHIBIT A
Amendment to PSA

TOWN OF HOT SULPHUR SPRINGS
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Independent Contractor
Time & Materials -- Not to Exceed Contract
Town Board of Trustees Approval

Project/Services Name: Proposed Membrane Water Treatment Plant and Potable Water Storage Tank Design for American Reinvestment and Recovery Act ("ARRA") Drinking Water Infrastructure Projects ("ARRA Drinking Water Infrastructure Projects")

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is entered into by and between **AMBIOCOM STRATEGIES, INC. doing business as GRAND ENVIRONMENTAL SERVICES**, a Colorado corporation whose business address is 312 Park Avenue, PO Box 857, Grand Lake, Colorado (the "Contractor"), and the **TOWN OF HOT SULPHUR SPRINGS, COLORADO** ("Town"), a statutory municipality of the State of Colorado and amends the Professional Services Agreement between the Town and the Contractor as previously approved by Resolution 2009-6-2 ("PSA").

1. The PSA is hereby amended as follows:
 - a. The "Services" as set forth in Exhibit A of the PSA are hereby amended to extend project management services related to completing the ARRA Drinking Water Infrastructure Projects through completion of the Term.
 - b. Section 2.1A of the PSA concerning compensation is hereby amended to provide that total compensation (including all reimbursable expenses) shall not exceed Two Hundred Ten Thousand Dollars (\$210,000.00) which includes an additional \$10,000.00 as compensation for work performed pursuant to this Amended PSA, as such PSA was previously amended by Resolution 2009-11-1.
 - c. Section 4.1 of the PSA, concerning the term of the PSA, is hereby amended to extend the term through February, 2011
2. There are no other provisions of the PSA affected by this Amendment to the PSA.

THIS AMENDMENT is executed and made effective on the 16 day of December, 2010.

TOWN OF HOT SULPHUR SPRINGS, COLORADO

By: 
Hershel Deputy, Mayor

APPROVED AS TO FORM:

ATTEST: 
Town Clerk

For Town Attorney's Office

**CONTRACTOR: AMBIOCOM STRATEGIES, INC D/B/A
GRAND ENVIRONMENTAL SERVICES**

By: _____
Name:
Position:

**TOWN OF HOT SULPHUR SPRINGS
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #2
Independent Contractor
Time & Materials – Not to Exceed Contract
Town Board of Trustees Approval**


Project/Services Name: Proposed Membrane Water Treatment Plant and Potable Water Storage Tank Design for American Reinvestment and Recovery Act ("ARRA") Drinking Water Infrastructure Projects ("ARRA Drinking Water Infrastructure Projects")

THIS AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT ("Amendment #2") is entered into by and between **MERRICK & COMPANY**, a Colorado corporation whose business address is 2450 S. Peoria Street, Aurora, Colorado 80014 (the "Contractor"), and the **TOWN OF HOT SULPHUR SPRINGS, COLORADO** ("Town"), a statutory municipality of the State of Colorado and amends the Professional Services Agreement between the Town and the Contractor as previously approved by resolution ("PSA").

1. The PSA is hereby amended as follows:
 - a. The "Services" as set forth in Exhibit A of the PSA are hereby amended to include engineering services related to design and installation of a SCADA system as part of the ARRA Drinking Water Infrastructure Projects.
 - b. Section 2.0 of the PSA concerning compensation is hereby amended to provide that Total compensation (including all reimbursable expenses) shall not exceed Five Hundred and Sixty Thousand Six Hundred and Sixty Two Dollars and Thirty Cents (\$560,662.30), which includes an additional \$6,000.00 as compensation for work performed pursuant to this Amendment.
2. There are no other provisions of the Agreement affected by this Amendment.

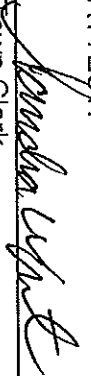
THIS AMENDMENT is executed and made effective on the 16 day of December, 2010.

TOWN OF HOT SULPHUR SPRINGS, COLORADO

By: 
Hershel Deputy, Mayor

ATTEST:

APPROVED AS TO FORM:


Town Clerk

For Town Attorney's Office

CONTRACTOR: MERRICK & COMPANY

By: _____
Name:
Position: