

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 23-2021

**A RESOLUTION TO AUTHORIZE SIGNING AN AGREEMENT WITH
HYDRO RESOURCES ROCKY MOUNTAIN INC FOR
PALMER LAKE, COLORADO**

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Town Board of Trustees has authority over contract agreements for the Town; and

WHEREAS, the Town Water department has awarded bidding to Hydro Resources Rocky Mountain Inc., for the drilling, construction, and testing of Denver Aquifer Well No. D-2R and the Removal of Pump Equipment from Well No. D-2 for the Town of Palmer Lake.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:

1. The Town Board of Trustees hereby authorizes signature to enter into agreement with Hydro Resources Rocky Mountain Inc., for re-drilling as presented in the attached Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 25th DAY OF MARCH 2021.

ATTEST:

TOWN OF PALMER LAKE, COLORADO



Dawn A. Collins
Town Administrator/Clerk

BY: 

William Bass
Mayor

AGREEMENT

This Agreement is dated as of the 15th day of March in the year 2021 by and between the Town of Palmer Lake (hereinafter called Owner) and Hydro Resources Rocky Mountain, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WORK

Contractor shall complete all Work and furnish materials as specified or indicated in the Contract Documents. The work is generally described as follows: **Drilling, Construction, and Testing of Denver Aquifer Well No. D-2R and the Removal of Pump Equipment from Well No. D-2 for the Town of Palmer Lake**

CONSULTANT

The Project has been designed by BBA Water Consultants, Inc., 333 West Hampden Avenue, Suite 1050, Englewood, Colorado 80110 (720) 245-2659, who is hereinafter called Consultant and who will assume all duties and responsibilities and will have the rights and authority assigned to Consultant in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

CONTRACT TIME

The Project shall be started within thirty (30) days of the date set in the Notice to Proceed and shall be substantially completed within fifty-five (55) days of the date set in the Notice to Proceed. The Project shall be finally completed within 70 days of the date set in the Notice to Proceed.

LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the Work is not complete within the time specified in the Special Conditions Section, plus any extensions thereof allowed in accordance with the Special Conditions Section. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in the Special Conditions Section for completion until the Work is complete.

CONTRACT PRICE

Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds as follows:

The total price of the Work is of four hundred seventy-seven thousand four hundred seventy dollars and zero cents (\$477,470.00) in accordance with the Proposal Schedule submitted by the Contractor. The Contract Price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance if approved by Owner and Contractor as hereinafter provided.

PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with the Payments and Adjustments section of the Contract.

INTEREST

All moneys not paid when due hereunder as provided in the Payments and Adjustments Section, shall bear interest at the maximum rate allowed by law at the place of the Project.

CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

Contractor has familiarized himself with the nature and extent of the Contract Documents, well sites, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

Contractor has given Consultant written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by Consultant is acceptable to Contractor.

CONTRACT DOCUMENTS

It is mutually understood and agreed by the parties hereto that the General Statement, Instructions to Bidders, Proposal, Agreement for Drilling, Bonds, General Conditions, Special Conditions, Payments and Adjustments, Local Conditions, and Technical Specifications; all of which documents are hereinafter referred to as Contract Documents and are a part of this Contract by reference the same as if each had been fully set out and attached hereto. There are no Contract Documents other than those listed above.

MISCELLANEOUS

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in quadruplicate. One counterpart each has been delivered to each Owner, Contractor, and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Consultant on their behalf.

This Agreement will be effective on March 15, 2021.

OWNER: Town of Palmer Lake

By *William Dwan*
(CORPORATE SEAL)

Attest *Dawn Collins*

Address for giving notices:
42 Valley Crescent
PO BOX 208
Palmer Lake CO 80133
dawn@palmer-lake.org



CONTRACTOR

By *[Signature]*

Attest *[Signature]*

Address for giving notices:
13027 CR 18, UNIT C
FORT LUTON, CO 80621

License No. 1472

Agent for service of process:

Ron Looper