

ADAMS COUNTY, COLORADO
AMENDMENT SIX 2019.108 SHOOTING RANGE REMEDIATION

THIS AMENDMENT SIX TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.124 is entered into this 20 day of April, 2019, 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, on June 10, 2016, the County entered into Amendment One 2016.600 with Contractor to add additional services; and,

WHEREAS, on April 4, 2017, the County entered into Amendment Two 2017.202 with Contractor to extend the agreement and add additional services; and,

WHEREAS, on October 12, 2017, the County entered into Amendment Three 2017.286 with Contractor to renew the agreement for an additional year and add services; and,

WHEREAS, on May 1, 2018, the County entered into Amendment Four 2018.212 with Contractor to add more services; and,

WHEREAS, on December 4, 2018, the County entered into Amendment Five 2018.251 with Contractor to extend the agreement; and,

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

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 Six will extend the agreement until April 30, 2020.
2. Amendment Six will add seven hundred sixty-one thousand four hundred forty dollars and zero cents (\$761,440.00) for a total agreement amount of one million six hundred fifty-seven thousand eight hundred thirty five dollars and zero cents (\$1,657,835.00).
3. The following term will be added to this agreement: County will require their contractors to name Quantum Water & Environment, Burns & McDonnell, and DS Environmental Consulting as an additional insured, or, to endorse the County, Quantum Water & Environment, Burns & McDonnell, and DS Environmental Consulting using ISO Form

GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all such contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of Quantum Water & Environment in the Agreement with the County. County contractors shall be required to provide certificates evidencing such insurance to the County, Quantum Water & Environment, Burns & McDonnell and DS Environmental Consulting.

The County will require all contractors to provide waivers of subrogation in favor of the County, Quantum Water & Environment, Burns & McDonnell and DS Environmental Consulting for damage or liability covered by contractor's policy of insurance.

The County agrees to require all contractor's to indemnify, defend, and hold harmless the County, Quantum Water & Environment, Burns & McDonnell and DS Environmental Consulting from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the contractor's, or their employees, agents, subcontractors, and suppliers.

4. The Service Agreement and this Amendment Six 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 Six, the terms, conditions, and provisions of this Amendment Six shall control.
5. The Recitals contained in this Amendment Six are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Amendment Six 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.
7. Nothing expressed or implied in this Amendment Six 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 Six or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment Five by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of this Amendment Six is determined to be unenforceable or invalid for any reason, the remainder of the Amendment Five shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.

9. Each party represents and warrants that it has the power and ability to enter into this Amendment Six, 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

Steven J. O'Donnell
Chair

4/30/19
Date

QUANTUM WATER CONSULTING

Theresa Jehn-Della part
Print Name

President
Print Title

Theresa Jh. Dellapart
Signature

4/22/19
Date

ATTEST: JOSH ZYGIELBAUM
CLERK AND RECORDER

E. Hannah
Deputy Clerk

APPROVED AS TO FORM:

A. Coelst
County Attorney