

Town of Lyons, Colorado

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: Construction Management Services for Stormwater Improvements
and Lyons Roadway Repairs

Project Number: 20-STRM-RDWY-01

This FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fourth Amendment") is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and J-U-B Engineers, Inc. with offices at 4745 Boardwalk Drive, Fort Collins, Colorado 80525 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2020-60, the Town and the Contractor entered into that certain Professional Services Agreement, Project Number 20-STRM-RDWY-01, dated April 7, 2020 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED FIVE THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS AND NO CENTS (\$105,934.00)** (the "Project"); and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, pursuant to Resolution 2020-156 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated October 21, 2020 in order to update their Scope of Work and Fee, as well as to correct the execution date on the Original Agreement for an increase of **TWENTY-NINE THOUSAND SIX HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$29,699.00)**; and

WHEREAS, pursuant to Resolution 2021-14 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **Second Amendment** to the Original Agreement dated February 9, 2021 in order to include construction management services for Red Hill Gulch improvements and to extend the term of the contract until September 30, 2021 for an increase to the contract amount of **FORTY THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$40,388.00)**, and

WHEREAS, pursuant to Resolution 2021-106 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **Third Amendment** to the Original Agreement dated October 13, 2021 in order to extend the term of the contract until December 31, 2021 and to update the staffing roles listed within the Project Fee Schedule at no increase to the contract amount; and

WHEREAS, the contractor requires another amendment to extend the term of the contract until June 30, 2022 and to add additional scope and fee as shown in **Exhibits A & B** at an increase to the contract amount of **EIGHTEEN THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS AND NO CENTS (\$18,178.00)** for a total not-to-exceed amount of **ONE**

HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$194,199.00) (“Fourth Amendment”); and

WHEREAS, the Parties desire to enter into this Fourth Amendment to the Professional Services Agreement;

NOW, THEREFORE, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** Section 4.1 of the Original Agreement, entitled "Term," is hereby amended to read in full as follows:

This Agreement shall be effective on the day of full signature execution and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on the 30th day of June, 2022**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.

4. **Scope of Work.** The Original Agreement is hereby amended by adding the documents that indicate the correct tasks and costs for the Project as set forth specifically in **Exhibits A and B**, a copy of which is attached to this Fourth Amendment and incorporated herein by reference.
5. **Contract Sum and Payment.** The second sentence of Section 2.1 of the Original Agreement entitled “Commencement of and Compensation for Services” is hereby amended to read in full as follows:

The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of: **ONE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED NINETY-NINE DOLLARS AND NO CENTS (\$194,199.00)** subject to adjustment as provided by the Contract Documents (“Contract Price”).

6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to “Agreement” shall refer to the Original Agreement as amended by this Fourth Amendment.
7. **Conflict.** This Fourth Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Fourth Amendment and the Original Agreement, the provisions containing such inconsistency shall be reconciled with one

another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Fourth Amendment shall control.

8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Fourth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Fourth Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to Professional Services Agreement, Project/Service: CONSTRUCTION MANAGEMENT SERVICES FOR STORMWATER IMPROVEMENTS AND LYONS ROADWAY REPAIRS, to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Fourth Amendment.

SIGNATURE PAGE FOLLOWS

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:

Dolores M. Vasquez, CMC - Town Clerk

By: _____
Nicholas Angelo, Mayor

J-U-B ENGINEERS, INC.:

_____, 2022
Date of execution (Town)

By: _____

Printed name: _____

Its: _____

Date (Contractor): _____, 2022

STATE OF _____)

COUNTY OF _____) ss.

The foregoing Amendment was acknowledged before me this ____ day of _____, 2022, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

March 22, 2022

Town of Lyons
432 5th Avenue
P.O. Box 49
Lyons, CO 80540

Re: Additional Construction Management Services
Bohn Park Stormwater Improvements project

Dear Tracy Sanders:

The purpose of this letter is to provide a cost proposal request for our Additional Construction Management Services for the Bohn Park Stormwater Improvements project in the amount of \$18,178.00. We have updated the cost estimate spreadsheet to show our original budgeted hours versus our estimated hours, see attached. Also attached is an explanation for the additional effort required to complete this project. The hourly rates established with the original contract will be maintained for this additional effort. The following is a breakdown of the contract summary:

Original Contract	\$105,934
Amendment 1	\$ 29,699
Amendment 2	\$ 40,388
Amendment 3	Contract Extension
Amendment 4	<u>\$ 18,178</u>
New Contract Amount	\$194,199

We are very appreciative of this opportunity to continue to work with you and look forward to continuing building our relationship. If the Town has any questions regarding this cost proposal request, please do not hesitate to contact me at any time.

Sincerely,
J-U-B ENGINEERS, Inc.

Todd Gunderman, P.E.
Construction Project Manager



**J-U-B Engineers, Inc.
ADDITIONAL SERVICES REQUEST**

**FOR
Bohn Park Stormwater Improvements
Project No. 21-STRM-05
Town Of Lyons**

**Scope of Services and Basis of Fee
March 18, 2022**

PROJECT UNDERSTANDING

The Additional Service Request items are detailed in Part 1 to perform Additional Construction Management and Inspection services due to the delays from additional unforeseen work and rework to document HUD requirements, additional work to assist the Town and Contractor with changes regarding the project Davis Bacon Wage decision change, contractor documentation performance and field issues that occurred and negotiation, analysis and preparation of additional Change Orders. Specific scope items are covered below.

PART 1 – ADDITIONAL SERVICE REQUEST

- A. **Basic Services** – J-U-B's Basic Services under this Request are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. The following abbreviations are used in this scope:

J-U-B – J-U-B Engineers, Inc.

CMI – Construction Management and Inspection

Specific scope items are covered below.

1. General
 - a. Scope of Services:
 - i. Additional coordination to resolve multiple field issues and contractor documentation performance. J-U-B provided additional construction management to resolve these issues.
 - b. Deliverables:
 - i. Additional coordination, virtual and site meetings
2. Davis Bacon Act Compliance
 - a. Scope of Services:
 - i. The additional work to help resolve the change of the project wage decision.
 - b. Deliverables:
 - i. Additional payroll documentation review and filing
3. Negotiate, Prepare and Process Change Orders
 - a. Scope of Services:
 - i. Two change orders were proposed in the original scope and a total of four were completed for the project. J-U-B prepared and justified two additional change orders.
 - b. Deliverables:
 - i. Change Orders
4. Document Control
 - a. Scope of Services:

- i. Two partial estimates were proposed in the original scope and a total of four were completed for the project. Additional documentation review, resending and filing to meet HUD requirements and to document the project wage decision changes. Assist the Town with rereviewing all payrolls and developing a list of required payroll changes and new labor rate decisions. Additional effort to assist the Contractor and their subcontractors with meeting the HUD requirements and the wage decision changes.
- b. Deliverables:
 - i. Partial Pay Estimates and additional documentation

PART 2 – BASIS OF FEE

- A. The hours and fees for each task are presented on the attached spreadsheet.

EXHIBIT B

FINAL ESTIMATED COSTS											
Red Hill Gulch											
TASK	Construction Project Manager	Actual Hours	Construction Document Specialist	Actual Hours	Senior Construction Observer	Actual Hours	Clerical	Total Hours	Total Actual Hours	Cost Estimate	Total Cost Estimate
A. General	30	36					6	30		\$5,850	\$7,470
B. Daily Progress										\$0	\$0
C. Davis Bacon Act Compliance		2.5	30	66		0.5		30	0.5	\$3,210	\$7,603
D. Project Files			10	22		8.5		10	8.5	\$1,070	\$3,264
E. Progress Meetings	12	16.5		5.5		8.5		12	8.5	\$2,340	\$4,716
F. Field Inspections					160	162		160	162	\$17,120	\$17,334
G. Materials Testing										\$0	\$0
H. Cost Control	5	5	10			0.5		15	0.5	\$2,045	\$1,029
I. Change Orders	10	18		4				10		\$1,950	\$3,938
J. Document Control	4	8	40	105				44		\$5,060	\$12,795
K. Quality Assurance and Quality Control (QA/QC)										\$0	\$0
L. Project Safety										\$0	\$0
M. Project Reports										\$0	\$0
N. Substantial Completion	4	0.5	4	3	5			13		\$1,743	\$419
SUBTOTAL										\$40,388	\$58,566

ROLE	HOURLY RATE
CONSTRUCTION MANAGEMENT SERVICES	
Construction Project Manager	\$195
Construction Engineer	\$110
Senior Construction Observer	\$107
Construction Document Specialist	\$107
Clerical/Administration	\$75
Corporate Biller	\$85