

**Town of Lyons, Colorado
THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC.**

**Project/Services Name: Design Services for 4th Avenue Pedestrian Bridge
Project Number: 20-4AVE-PB-01**

This THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Third 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 Murraysmith, Inc. with offices at 1157 W. Century Drive, #220, Louisville, CO 80027 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, the Town of Lyons ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, pursuant to Resolution 2021-07, the Town and Contractor entered into that certain Professional Services Agreement dated February 12, 2021 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$157,823.00)** as part of the Project/Services Name: Design Services for 4th Avenue Pedestrian Bridge (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, expenses for this Professional Services Contract are eligible for reimbursement through the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") administered by the Boulder County Collaborative under the Intergovernmental Agreement between the Town of Lyons and the City of Longmont; and

WHEREAS, the Contractor and the Town Administrator executed the **First Amendment** dated June 14, 2021 to extend the term of the Original Agreement until April 30, 2022 at no increase to contract amount; and

WHEREAS, pursuant to Resolution 2021-121 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **Second Amendment** to the Original Agreement dated January 4, 2022 to add scope and fee for additional CDOT coordination and submittal efforts, as well as for other unanticipated scope exceedance for an increase to the contract by **FORTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$45,475.00)** ("**Second Amendment**"); and

WHEREAS, the Parties desire to enter into another amendment to the Professional Services Agreement in order to extend the term of the Original Agreement until June 30, 2022 at no increase to contract amount for a total, not-to-exceed amount of **TWO HUNDRED THREE THOUSAND TWO HUNDRED NINETY-EIGHT DOLLARS AND NO CENTS (\$203,298.00)** ("**Third Amendment**"); and

NOW, THEREFORE, for the consideration herein expressed, 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. **Scope of Work.** There is no change to the scope with this amendment.
4. **Contract Sum and Payment.** There is no change to the contract amount with this amendment.
5. **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.

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 Third Amendment.
7. **Conflict.** This Third Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Third 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 Third Amendment shall control.
8. **Counterparts. Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Third Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Third 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 Third Amendment to Professional Services Agreement, Project: **Design Services for 4th Avenue Pedestrian Bridge** 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 Third Amendment.

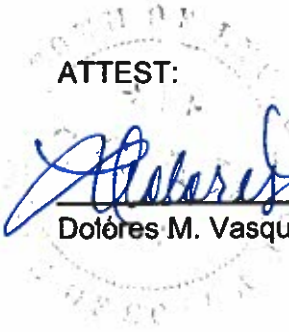
SIGNATURE PAGE FOLLOWS

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

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:


Dolores M. Vasquez
Dolores M. Vasquez, CMC, Town Clerk

By: Victoria Simonsen
Victoria Simonsen, Town Administrator

Date of execution: 4/5, 2022

MURRAYSMITH, INC.:

By: Joel Price

Printed name: JOEL PRICE

Its: PRINCIPAL

STATE OF Colorado)
COUNTY OF Boulder) ss.

HEIDI PETERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214039175
MY COMMISSION EXPIRES OCTOBER 5, 2025

The foregoing Third Amendment to the Professional Services Agreement was acknowledged before me this 28th day of March, 2022, by Joel Price as Principal of Murraysmith, Inc., a Colorado Corporation.

Witness my hand and official seal.
My commission expires: 10/05/25.

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

1900

1900

RECEIVED
STATE OF OHIO
DEPARTMENT OF
AGRICULTURE