

**Town of Lyons, Colorado**

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT WITH  
KUMAR AND ASSOCIATES, INC.**

**Project/Services Name: GOCO Black Bear Hole & 2<sup>nd</sup> Ave Trailhead Project  
Project #: 21-BBH2NDAveTH-02**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second 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 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "Town"), and Kumar and Associates, Inc. with offices at 800 Stockton Avenue, #4, Fort Collins, CO 80524 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party"

**WITNESSETH**

**WHEREAS**, pursuant to Resolution 2022-10, the Town and Contractor entered into that certain Construction Agreement dated February 3, 2022 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **Two Thousand Two Hundred Fifteen Dollars and No cents (\$2,215.00)** as part of the Construction Services for the GOCO Black Bear Hole & 2<sup>nd</sup> Ave Trailhead Project, Project # 21-BBH2NDAveTH-10 (the "Project"); and

**WHEREAS**, Section 7.00 of the Original Agreement permits the Town to adjust the Contract Price and requires that the Town pay for the work beyond that described in the Original Agreement in a separate agreement signed by both of the Parties prior to the commencement of the additional work; and

**WHEREAS**, the Parties desire to enter into the first amendment to extend the term of the contract until August 15, 2022 at no increase to the contract for a total not-to-exceed amount of **Two Thousand Two Hundred Fifteen Dollars and No cents (\$2,215.00)** and

**WHEREAS**, the Parties desire to enter into this First Amendment to the Construction Agreement;

**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 of Work with this amendment.
4. **Contract Sum and Payment.** There is no change to the Contract Price with this amendment.
5. **Term.** Section 3.00 of the Original Agreement, entitled "Time and Commencement of Completion," 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 15<sup>th</sup> day of August, 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 Second Amendment.
7. **Conflict.** This Second Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Second 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 Second Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Second Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Second 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 First Amendment to Professional Services Agreement, Project: *Construction Services for the 2<sup>nd</sup> Ave. Bridge Replacement Project, Project # 2020-2ndAVE-BR-10* 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 First Amendment.

*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*

*SIGNATURE PAGE FOLLOWS*

**THIS SECOND AMENDMENT TO THE 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: \_\_\_\_\_  
Hollie Rogin, Mayor

Kumar and Associates, Inc.

Date of execution: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss.

The foregoing Second Amendment to the Construction Agreement 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 (C.R.S. § 8-40-202(2)(b)(IV)))**

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