

**Town of Lyons, Colorado
SIXTH 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 SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Sixth 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 ("CDBG-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)**; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **Third Amendment** to the Original Agreement dated April 5, 2022 to extend the term of the Original Agreement until June 30, 2022 at no increase to the contract amount; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **Fourth Amendment** to the Original Agreement dated April 5, 2022 to add scope and fee in order to coordinate changes to the location of one of the bridge

abutments for an increase to the contract by **TWENTY THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS AND NO CENTS (\$20,988.00)** for a total, not-to-exceed amount of **TWO HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS AND NO CENTS (\$224,286.00)** ("Fourth Amendment"); and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **Fifth Amendment** to the Original Agreement dated April 5, 2022 to extend the term of the Original Agreement until September 30, 2022 at no increase to the contract amount; and

WHEREAS, the Parties desire to enter into another amendment to the Professional Services Agreement in order to add scope and fee in order to coordinate changes to changes and additional work related to the bridge caissons and retaining for an increase to the contract by **TWENTY-NINE THOUSAND FIFTY DOLLARS AND NO CENTS (\$29,050.00)** for a total, not-to-exceed amount of **TWO HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$253,336.00)** ("Sixth Amendment"); and

WHEREAS, the Town Board of Trustees desires to ratify this Sixth Amendment substantially attached hereto as **Exhibit A**.

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.** The Original Agreement is hereby amended by adding the documents that indicate the additional scope of work and the correct fee and rates for the Project as set forth specifically in documents titled **Exhibit A**, copies of which are attached and incorporated herein by reference.
4. **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:

Compensation to be paid hereunder shall not exceed **TWO HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$253,336.00)** unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

5. **Term.** There is no change to the term of the contract with this amendment.
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: **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 Fourth Amendment.

THIS FOURTH 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

Date of execution: _____, 2022

MURRAYSMITH, INC.:

By: _____

Printed name: _____

Its: _____

STATE OF _____
COUNTY OF _____)
) ss.

The foregoing Fourth Amendment to the Professional Services Agreement was acknowledged before me

this ____ day of _____, 2022, by _____ as _____ of
MurraySmith, Inc., a Colorado Corporation.

Witness my hand and official seal.
My commission expires: _____.

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

EXHIBITS B

Scope and Fee