

Town of Lyons, Colorado

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC.

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First 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 Charles Abbott Associates, Inc whose address is 4704 Harlan St, Suite 685, Lakeside, CO 80212 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2024-69, the Town and Contractor entered into that certain Professionals Services Agreement dated July 30, 2024 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **FOURTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$45,000.00)** as part of the Professional Services for the Town.

WHEREAS, Section 7.00 of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties desire to enter into a **First Amendment** to the Original Agreement to extend the contract for three months and to increase the contract amount by **TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$24,000.00)**; and

WHEREAS, the Parties desire to enter into this First Amendment to the Professionals Services 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. **Compensation.** 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 **SIXTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$69,000.00)** unless a larger amount is agreed to by and between the parties in accordance with the amendment requirements of this Agreement.
4. **Term and Termination.** The Term of this agreement shall be extended until May 6, 2025.
5. **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 First Amendment.

6. **Conflict.** This First Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this First 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 First Amendment shall control.
7. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First 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 the Professional Services Agreement, 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 FOLLOW

THIS FIRST 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: _____, 2025

CHARLES ABBOTT ASSOCIATES, INC

By: Diann Nolte

Printed Name: Diann Nolte

Its: Assistant Secretary

STATE OF _____)
COUNTY OF _____) ss.

The foregoing First Amendment to the Construction Agreement was acknowledged before me
this ____ day of _____, 2025, 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)))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

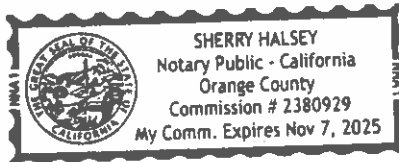
On February 6th 2025 before me, Sherry Halsey Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Diana Nolte
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sherry Halsey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Town of Lyons, CO - First Amendment to Professional

Document Date: February 6th 2025 Number of Pages: SUCS Agreement

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Diana Nolte

☒ Corporate Officer — Title(s): Assistant Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: CAA

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____