

**Town of Lyons, Colorado
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH MAPLEBEAR CONSULTANTS, LLC**

Project/Services Name: DOCUMENT SCANNING PROJECT -2025-01-DOCSCAN

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 MapleBear Consultants, LLC with offices at 456 W. Otis Ave., Hazel Park, MI 48030 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as the "Party."

WITNESSETH

WHEREAS pursuant to Resolution 2025-71, the Town and Contractor entered into that certain Professional Services Agreement dated October 6, 2025 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **SIXTY-SEVEN THOUSAND EIGHT HUNDRED AND NINETY-FIVE DOLLARS (\$67,895.00)** as part of the Project/Services Name: SCANNING PROJECT -2025-01-DOCSCAN (the "Project"); and

WHEREAS, Section 10.12 of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, Section 1.3 requires that that both parties mutually agree in writing to change the scope of the Agreement; and

WHEREAS, Section 2.1 requires that that both parties mutually agree in writing to change the not-to-exceed cost of the Agreement; and

WHEREAS, Section 4.1 of the Original Agreement requires that both parties mutually agree in writing to extend the term of the Original Agreement; and

WHEREAS, the Parties desire to enter into a **First Amendment** to the Agreement to amend the Agreement in scope, cost, and term; and

WHEREAS, first, the proposed **First Amendment** adds to the scope of work to add the services reflected in **Amendment B**, attached hereto and incorporated by reference, which shall supplement the scope of work in the Exhibit B to the Original Agreement.

WHEREAS, second, the proposed **First Amendment** increases the contract amount **FIFTY-SEVEN THOUSAND ONE HUNDRED FIVE DOLLARS (\$57,105)** for a new not-to-exceed amount of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000)**

WHEREAS, third, the proposed **First Amendment** extends the contract term to February 2, 2027 with the option of two additional one-year renewals.

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 supplementing the Exhibit B to the Original Agreement with the additional scope set forth specifically in “**EXHIBIT B,**” a copy attached hereto to this First Amendment and incorporated herein by reference.
4. **Contract Sum and Payment.** The second sentence of Section 2.00 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 **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

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 date of mutual execution (the “Effective Date”) and shall terminate the 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 2nd day of February, 2027 or on a prior date of termination as may be permitted by this Agreement with the option of two (2) additional one-year renewals subject to prior annual appropriation by the Town. The Parties may mutually agree in writing to extend the term of this Agreement beyond any renewal terms, subject to annual appropriation. Those provisions that survive termination, to include 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 First Amendment.
7. **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.
8. **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 Professional Services Agreement, Project: **DOCUMENT SCANNING PROJECT -2025-01-DOCSCAN** 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.

SIGNATURE PAGE FOLLOWS

**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

MAPLEBEAR CONSULTANTS, LLC.:

By: _____

Printed name: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me
this ____ day of _____, 2026, by _____ as _____ of
MapleBear Consultants, LLC.

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

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

EXHIBIT B –

Additional Scope of Work

Service	Description	Rate
Transactional Scanning	Documents consisting of seven (7) pages or fewer. Includes additional document preparation time.	\$0.0950 per image
Transactional Indexing / Metadata Capture	Detailed indexing for transactional documents	\$0.6225 per image
External Hard Drive (Additional Backup)	Encrypted physical backup of project deliverables (Qty: 1)	\$125.00 (flat)
Overhead Scanning	Specialized non-contact overhead scanning (includes indexing)	\$0.9625 per image