

Town of Lyons, Colorado

SIXTH AMENDMENT TO DISASTER RECOVERY SERVICES AGREEMENT

PROJECT: Lyons Bohn Park Flood Recovery- Phase 2 PW 20E

This SIXTH AMENDMENT TO DISASTER RECOVERY SERVICES AGREEMENT ("Sixth Amendment") is made and entered into this ____ day of _____, 2019, 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 DHM DESIGN CORPORATION, a Colorado corporation with offices at 900 S. Broadway, Suite 300, Denver, Colorado 80209 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as a "Party".

WITNESSETH

WHEREAS, the Town and Contractor entered into that certain Disaster Recovery Services Agreement dated March 21, 2016 ("Original Agreement") for Contractor to provide certain Services in the not to exceed amount of **SIX HUNDRED FORTY THOUSAND FOUR HUNDRED FOUR DOLLARS (\$640,404.00)**; 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, pursuant to the amendment provisions of the Agreement, the Town and Contractor entered into that certain First Amendment to Disaster Recovery Services Agreement dated September 6, 2016 ("First Amendment") to incorporate additional services, specifically environmental regulatory compliance review services by Contractor's subcontractor Ecosystem Services, LLC, to the scope of work; and

WHEREAS, the First Amendment increased the contract price by **FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00)** to a total not-to-exceed amount of **SIX HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED FOUR DOLLARS (\$645,104.00)**; and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Town and Contractor subsequently entered into that certain Second Amendment to Disaster Recovery Services Agreement, approved by the Town through Resolution 2017-108 and dated January 11, 2018 ("Second Amendment"), to incorporate additional design services by the Contractor for the St. Vrain Trail Extension Project; and

WHEREAS, the Second Amendment increased the contract price by **FIFTY-SIX THOUSAND THIRTY DOLLARS (\$56,030.00)** to a total not-to-exceed amount of **SEVEN HUNDRED ONE THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS (\$701,134.00)** and was funded through the Community Development Block Grant - Disaster Recovery Program ("CDBG-DR"), administered by the Boulder County Collaborative; and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Town and Contractor subsequently entered into that certain Third Amendment to Disaster Services Agreement, approved by the Town through Resolution 2018-9 dated January 16,

2018 ("Third Amendment") to further incorporate additional services into the scope of work; and

WHEREAS, the Third Amendment increased the contract price by **FIFTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$51,450.00)** increasing the Agreement amount to a total not-to-exceed amount of **SEVEN HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED EIGHTY FOUR DOLLARS (\$752,584.00)** and was funded through the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Town and Contractor subsequently entered into that certain Fourth Amendment to Disaster Services Agreement, approved by the Town through Resolution 2018-109 dated December 3, 2018 ("Fourth Amendment") to further incorporate additional services into the scope of work; and

WHEREAS, the Fourth Amendment increased the contract price by **SIXTEEN THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS (\$16,745.00)** increasing the Agreement amount to a total not-to-exceed amount of **SEVEN HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS (\$769,329.00)** and was funded through the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Town and Contractor subsequently entered into that certain Fifth Amendment to Disaster Services Agreement, approved by the Town through Resolution 2019-77 dated July 30, 2019 ("Fifth Amendment") to further incorporate additional services into the scope of work; and

WHEREAS, the Fifth Amendment increased the contract price by **SIXTEEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$16,225.00)** increasing the Agreement amount to a total not-to-exceed amount of **SEVEN HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS (\$785,554.00)** of which \$4200 was funded through Colorado Parks and Wildlife and \$12,025 was funded through the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, the Parties desire to enter into this Sixth Amendment to Disaster Recovery Services Agreement ("Sixth Amendment") to amend the scope of work for Bohn Park Phase 2, adding necessary Interpretive Sign Design services in order to comply with mitigation measures mandated by the State Historic Preservation Office related to an adverse effect finding for the Bohn Park project; and

WHEREAS, the Contractor provided a quote for additional design services, outlined in **EXHIBIT 1** of the Sixth Amendment for a total of **THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3,700.00)** increasing the Agreement amount to the total not-to-exceed amount of **SEVEN HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS (\$789,254.00)** funded through the Federal Emergency Management Agency ("FEMA"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Town and the Contractor that the Original 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 terms and conditions of the Original Agreement remain in full force and effect.

3. **Compensation.** The not-to-exceed amount set forth in the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and this Sixth Amendment, shall be increased by **THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3,700.00)** increasing the Agreement amount to the total not-to-exceed amount of **SEVEN HUNDRED EIGHTY-NINE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS (\$789,254.00)**, in order to permit the Town to compensate the Contractor for the Additional Services as specifically set forth in Exhibit A to this Sixth Amendment.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment to Disaster Recovery 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 Sixth Amendment.

SIGNATURE PAGE FOLLOWS

THIS SIXTH AMENDMENT TO DISASTER RECOVERY SERVICES AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

☐

By: _____
Mayor or Mayor Pro Tem

Approval by Town Administrator

☐

By: _____
Victoria Simonsen, Town Administrator

ATTEST:

Town Clerk or Deputy Town Clerk

CONTRACTOR:

By: _____

Printed name: _____

Its: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Sixth Amendment to Disaster Recovery Services Agreement was acknowledged before me this ____ day of _____, 2019, 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)))

EXHIBIT 1
Proposal from Contractor for Additional Services