

**Town of Lyons, Colorado**  
**FIRST AMENDMENT TO**  
**PROFESSIONAL SERVICES**  
**AGREEMENT**  
**RFP NUMBER 2016 - E100**

This 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 N LINE ELECTRIC, LLC. whose address is 14293 Longs Peak Court, Longmont, CO 80504 (the "**Contractor**").

**WITNESSETH**

**WHEREAS**, pursuant to Resolution 2016-50, the Town and Contractor entered into that certain Professional Services Agreement, dated June 20, 2016 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents; and

**WHEREAS**, Section 7.00 of the Agreement provides that amendments to the Agreement must be made in writing and signed by both Parties; and

**WHEREAS**, the Parties desire to enter into this First Amendment to the Professional Services Agreement ("First Amendment") to extend the term of the agreement from June 20, 2019 to December 31, 2019, and to update the Contractor's Rate Schedule, outlined in **Exhibit A**, to include design and equipment rates necessary to complete scope of work; and

**WHEREAS**, this First Amendment does not increase the financial obligations of the Town nor increase the scope of work set forth in the Agreement.; and

**WHEREAS**, the Town of Lyons Board of Trustees desires to approve the First Amendment to the Agreement with the Contractor and authorizes the Mayor to execute such First Amendment on behalf of the Town.

**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. **No Further Amendment.** Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein. In the event of any conflict between this First Amendment and the Agreement, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to this Professional Services Agreement with N Line Electric, LLC (“the Contractor”) 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 FIRST AMENDMENT TO CONSTRUCTION AGREEMENT is executed and made effective as provided above.**

**TOWN OF LYONS, COLORADO:**

ATTEST:

**Approval by:**

Debra K. Anthony, Town Clerk

By: \_\_\_\_\_  
Connie Sullivan, Mayor

**N Line Electric, LLC., a  
Colorado corporation:**

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

Attached:

EXHIBIT A- Updated Rate Schedule

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

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

Date of execution: \_\_\_\_\_, 2019

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing First Amendment to Professional Services Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **N Line Electric, 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)))**