

Town of Lyons, Colorado

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: Construction Management Services for 2nd Avenue Bridge
Replacement
Project Number: 20-2ndAVE-BR-04

This THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Third 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 RockSol Consulting Group, Inc. with offices at 12076 Grant St., Thornton, CO 80241 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2020-134, the Town and the Contractor entered into that certain Professional Services Agreement, Project Number 20-2ndAVE-BR-04, executed September 28, 2020 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$181,732.00)** (the "Project"); and

WHEREAS, expenses for this Project are eligible for reimbursement through the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") under the Boulder County Collaborative sub-allocation INF-00010; 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 Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated January 13, 2021 in order to correct the original contract date incorrectly entered as September 8, 2020, which was the date of approval by the Town of Lyons Board of Trustees, to accurately reflect the date of mutual execution, which was September 28, 2020 at no increase to the contract; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **Second Amendment** to the Original Agreement dated January 13, 2021 in order to add prestressed, precast girder inspection and materials testing services at an increase to the contract of **THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,577.50)**; and

WHEREAS, the Parties desire to enter into another amendment to extend the term of the contract until July 31, 2021 at no increase to the contract for a total not-to-exceed amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINE DOLLARS AND FIFTY CENTS (\$185,309.50)** ("Third Amendment");

NOW, THEREFORE, 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.** There is no change to the scope of the Original Agreement with this amendment.
4. **Contract Sum and Payment.** There is no change to the contract price of the Original Agreement with this amendment.
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 day of full signature execution and shall terminate 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 31st day of July, 2021**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the 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 Third Amendment.
7. **Conflict.** This Third Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Third 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 Third Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Third Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Third 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 Third Amendment to Professional Services Agreement, Project/Service: Construction Management Services for 2nd Avenue Bridge Replacement, 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 Third Amendment.

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

ATTEST:


Dolores M. Vasquez, CMC - Town Clerk

TOWN OF LYONS, COLORADO:

Approval by:

By: 
Victoria Simonsen, Town Administrator

March 19, 2021
Date of execution (Town)

ROCKSOL CONSULTING GROUP, INC.:

By: 

Printed name: Saeid Saeb

Its: President

Date (Contractor): March 11, 2021

STATE OF Colorado)

COUNTY OF Adams) ss.

The foregoing Amendment was acknowledged before me this 11th day of March, 2021, by Saeid Saeb as President of RockSol Consulting Group, Inc., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 6/1/2024


Notary Public

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

SANDRA S. LONG
Notary Public
State of Colorado
Notary ID # 19874120990
My Commission Expires 06-01-2024