

**Town of Lyons, Colorado
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH KUMAR AND ASSOCIATES, INC.**

**Project/Services Name: 2nd Avenue Bridge Replacement Project
Project Number: 20-2ndAVE-BR-05**

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 Kumar and Associates, Inc. with offices at 800 Stockton Avenue, #4, Fort Collins, CO 80524 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, the Town and Contractor entered into that certain Professional Services Agreement dated September 8, 2020 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$29,980.00)** as part of the Project/Services Name: 2nd Avenue Bridge Replacement Project (the "Project"); and

WHEREAS, the Town has obtained funding for the Project from the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") administered by the Boulder County Collaborative under the Intergovernmental Agreement between the Town of Lyons and the City of Longmont (INF-00068); 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, 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 an amendment to the Professional Services Agreement in order to extend the term of the Original Agreement until July 31, 2021 at no increase to the total not-to-exceed amount of **TWENTY-NINE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$29,980.00)** ("**First Amendment**"),

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.** There is no change to the scope of work with this amendment.
4. **Contract Sum and Payment.** There is no increase to the contract price 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. **Work prior to this First Amendment.** The Parties acknowledge and agree that the Work conducted by Contractor on and after October 21, 2020 but prior to this First Amendment is and was subject to the Original Agreement.
7. **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.
8. **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.
9. **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: **2nd Avenue Bridge Replacement Project** 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.

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SIGNATURE PAGE FOLLOWS

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

TOWN OF LYONS, COLORADO:

ATTEST:

Dolores M. Vasquez
Dolores M. Vasquez, CMC, Town Clerk

Approval by:

By: Victoria Simonsen
Victoria Simonsen, Town Administrator

Date of execution: April 1st, 2021

KUMAR AND ASSOCIATES, INC.:

By: James A Noll
Printed name: James A. Noll
Its: President

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me this 19th day of March, 2021, by James A Noll as President of Kumar + Associates, an S-Corp.

Witness my hand and official seal.
My commission expires: 05/03/21.

Brenda L Johnson
Notary Public

BRENDA L JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19954018601
MY COMMISSION EXPIRES MAY 03, 2021

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