

**Town of Lyons, Colorado
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH WESTERN STATES LAND SERVICES, LLC**

**Project/Services Name: 2nd Avenue Bridge Replacement Project
Project Number: 20-2ndAVE-BR-07**

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 Western States Land Services, LLC with offices at 505 North Denver Avenue, Loveland, CO 80537 (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 executed December 15, 2020 ("Original Agreement"), as approved by Resolution 2020-182, for Contractor to provide services for the 2nd Avenue Bridge Replacement Project as specified in the Contract Documents ("Project"), for a not-to-exceed cost of **FOURTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$14,975.00)**; and

WHEREAS, the Town has obtained funding for the Project from Federal Emergency Management Agency under PW 613; 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 Contractor requires an amendment to the Original Agreement in order to extend the term of the Original Agreement until April 30, 2021 at no increase to the total not-to-exceed amount of **FOURTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$14,975.00)**; ("**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 **30th day of April, 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.

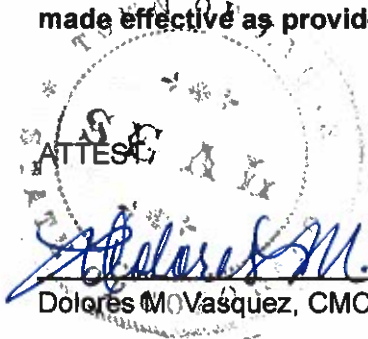
6. **Work prior to this First Amendment.** The Parties acknowledge and agree that the Work conducted by Contractor on and after October 21, 2020 but prior to this First Amendment is and was subject to the Original Agreement.
7. **Force and Effect of Amendment.** Notwithstanding anything in the Original 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOWS

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



Dolores M. Vasquez, CMC, Town Clerk

TOWN OF LYONS, COLORADO:

Approval by:

By: Victoria Simonsen
Victoria Simonsen, Town Administrator

Date of execution: 10/14/2021, 2021

WESTERN STATES LAND SERVICES, LLC:

By: Mitch Hauff

Printed name: Mitch Hauff

Its: Member

STATE OF Colorado)
COUNTY OF Larimer) ss.

COLTON EDWARDS
Notary Public
State of Colorado
Notary ID # 20204018428
My Commission Expires 05-27-2024

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me this 27th day of May, 2021, by Mitch Hauff as Member of Western States Land Services, a Colorado Limited Liability Company

Witness my hand and official seal.
My commission expires: 5/27/2024

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