

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-92**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO RATIFYING A SIXTH
AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CGRS, INC. FOR THE
EASTERN CORRIDOR UTILITIES PROJECT**

WHEREAS, the Town of Lyons ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town has obtained funding for the Eastern Corridor Utilities Project from both the U.S. Department of Commerce Economic Development Administration (EDA) and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) under Boulder County Collaborative Sub-allocation INF-00021; and

WHEREAS, pursuant to Resolution 2019-36, the Town and CGRS, Inc. ("Contractor") entered into that certain Construction Agreement, Project Number 05-01-05734, dated May 8, 2019 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE MILLION NINE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS (\$1,989,995.00)** (the "Project"); and

WHEREAS, Section 5.00 of the Original Agreement permits the Town to adjust the Contract Price and Section 7.00 of the Original Agreement requires that the Town pay for work beyond that described in the Original Agreement in a separate agreement signed by both the Parties prior to the commencement of the additional work; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to Construction Agreement dated September 18, 2019 authorizing the Contractor to perform additional services to inspect and examine the viability of abandoned water lines from the City of Longmont for use on this project in the additional amount of **THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$37,000.00)**; and

WHEREAS, the Parties entered into that certain **Second Amendment** to the Original Agreement dated October 24, 2019 in order to add critical monitoring capability and protections to the system in order to protect the downstream distribution piping in the additional amount of **FIFTEEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS AND EIGHTY-ONE CENTS (\$15,838.81)**; and

WHEREAS, the Parties entered into that certain **Third Amendment** to the Original Agreement dated December 2, 2019 to allow for the additional scope of work as defined in Change Orders 4, 5 and 6, including the rerouting of the original design in order to utilize abandoned lines from the City of Longmont and other related changes, resulting in an overall reduction to the contract amount by **(-)TWO HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND TWELVE CENTS (-\$258,557.12)**; and

WHEREAS, the Parties entered into that certain **Fourth Amendment** to the Original Agreement to extend the term of the Original Agreement to May 15, 2020 for work funded by the EDA and June 30, 2020 for all other work; and

WHEREAS, the Parties entered into that certain **Fifth Amendment** to allow for the additional scope of work as defined in Change Orders 7, 8, and 9, to upgrade the existing pump in order to increase the capacity of the Stone Canyon Lift Station to handle additional flow from the Eastern Corridor Lift Station as required by CDPHE, the Stone Canyon Lift Station Manhole Replacement, and the addition of miscellaneous construction items, resulting in an increase to the contract amount by **THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$39,951.00)**; and

WHEREAS, the Parties needed another amendment to account for overages, shortages and unbilled items at project close-out and submitted Change Order #10 as shown in **Exhibit 1** for an overall reduction to the contract amount by **(-)ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY CENTS (-\$115,853.50)** for a new total not-to-exceed contract amount of **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)** ("**Sixth Amendment**"); and

WHEREAS, the Town's Purchasing Policy allows the Town Administrator to sign construction contracts that incur less than or equal to a \$10,000 increase the contract price and the Contractor and the Town Administrator have executed the Sixth Amendment on May 13, 2020; and

WHEREAS, the Town Clerk's office instructs staff to ratify all amendments that have been executed administratively in order to enter the amendment into the permanent record; and

WHEREAS, of Lyons Board of Trustees desires to ratify the Sixth Amendment to the Original Agreement with the Contractor on behalf of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby:

- (a) Ratifies Amendment 6 to the Construction Agreement for the Project in substantially the form attached as **Exhibit 2** to decrease the contract amount by **(-)ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY CENTS (-\$115,853.50)** for a new total not-to-exceed contract amount of **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)** in substantially the form attached hereto.
- (b) Authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the Construction Agreement that does not increase the obligations of the Town.

Section 3. This resolution shall take effect immediately upon adoption.

ADOPTED this 1st day of JUNE, 2020.

TOWN OF LYONS


Nicholas Angelo, Mayor



EXHIBIT 1: CGRS, Inc. Change Order #10

CHANGE ORDER

Project Title: **EASTERN CORRIDOR UTILITIES**

EDA Project No. **05-01-05734**

Drawing No. **N/A**

Sheet No. **N/A**

Order No. **10**
CGRS PR No. **N/A**

1. Reason for change:

Project close out – overages, shortages and unbilled items

2. Description of Change:

See attached narrative.

3. Change in Contract Cost:

☐ increase of
☒ decrease of **\$ 115,853.50**
☐ no change

4. Change in Contract Time:

☐ increase of
☐ decrease of
☒ no change

5. Contract Adjustment Summary:

Original Contract Sum: \$ **1,989,995.00**

Previous Approved Changes: \$ **-165,767.31**

Adjusted Contract Sum: \$ **-115,853.50**

New Contract Sum: \$ **1,708,374.19**

SUBMITTED: John Turner Contractor Date: 5/13/2020

APPROVED: John R. Kim Town Engineer Date: 5/13/2020

APPROVED: Sharonne H. Haldane Project Manager (for certain change orders per LMC) Date: 5/13/2020

APPROVED: Jill Johnson, CPA, CPFO Finance Director (for certain change orders per LMC) Date: 5/14/2020

APPROVED: Victoria Simonsen Administrator (for certain change orders per LMC) Date: 5/14/2020
Victoria Simonsen (May 14, 2020 15:39 MDT)

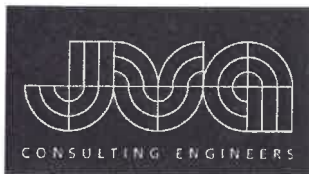
APPROVED: _____ Board of Trustees (for certain change orders per LMC) Date: _____

CHANGE ORDER SUMMARY

Town Change Order #	CGRS PR #	Date of Request	Description	Change Order Amount	Previous Change Orders	Contract Sum	Status
						\$ 1,989,995.00	
1	1A	7/29/2019	Add - Excavate, clean & video existing 24" RCP & 27" steel lines	\$ 37,000.00	\$ -	\$ 2,026,995.00	Completed
2	2	7/12/2019	Add - PLC & Modem	\$ 5,016.81	\$ 37,000.00	\$ 2,032,011.81	Completed
3	4	8/22/2019	Add - Pressure Relief Valve in PRV #7	\$ 10,822.00	\$ 42,016.81	\$ 2,042,833.81	Completed
4	5	10/18/2019	Deduct - Wet Tap at PRV 6 & 8	\$ (2,000.00)	\$ 52,838.81	\$ 2,040,833.81	Completed
5	6	10/18/2019	Add - Pressure Relief Valve in PRV 6 & 8	\$ 15,936.00	\$ 50,838.81	\$ 2,056,769.81	Completed
6	3A	11/7/2019	Add / Deduct - Add HDD, Reduce Open Trench, Remove Ramming, Add Tunnel Engineering, Add 24" RCP sleeving, Add 24" HDD Flowfill	\$ (272,493.12)	\$ 66,774.81	\$ 1,784,276.69	Completed
Time Adjustment to Contract							
7	7	11/11/2019	Add - Stone Canyon LS Pump Sheaving & Motor Replacement	\$ 7,036.00	\$ (205,718.31)	\$ 1,791,312.69	For signature
8	8	3/16/2020	Add - Stone Canyon LS Manhole Replacement	\$ 25,300.00	\$ (198,682.31)	\$ 1,816,612.69	For signature
9	9	4/24/2020	Add - Misc Const Items	\$ 7,615.00	\$ (173,382.31)	\$ 1,824,227.69	For signature
10	-	5/12/2020	Project Close Out - overages, shortages and unbilled items	\$ (115,853.50)	\$ (165,767.31)	\$ 1,708,374.19	In Progress

COST REASONABLENESS JUSTIFICATION

JVA has reviewed this change order and finds it accurate in capturing the overages, shortages and unbilled item as changes occurred during construction. The costs for this change order are reasonable and comparable based on the original contract bid items and negotiated costs for the change order bid items.



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

May 12, 2020

Mr. Philip Strom
Town of Lyons
432 5th Avenue
Lyons, CO 80540

www.jvajva.com

RE: Eastern Corridor Utilities – Change Order #10
Justification Letter
Town of Lyons
2686c - Eastern Corridor Lift Station

Dear Philip:

Throughout the Lyons Eastern Corridor Project, several bid items were either underbilled or overbilled as compared with the original bid by CGRS. This being a unit price contract, the quantities are subject to change, and the amounts billed for each item adjust to what is needed for project completion. As per Section 01025 - Measurement and Payment of the Project Manual, the amount paid for actual work can be more or fewer than what is listed in the original bid. Any changes to the quantities indicated will be paid for at the original unit prices agreed upon in the contract. Final payment for Work completed is governed by unit prices, and made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work. Below in Table 1 is a list of line items from the Bid Tab that were billed beyond the original scheduled value, along with an explanation for why the actual work completed exceeded the originally planned quantities.

Each of these changes were approved by the Town and JVA at the time of installation. The unit prices from the original bid tab were used for all additional billing beyond 100%.

If you require additional information or have questions, please give me a call at 303-565-4965 or send me and email at aspam@jvajva.com.

Sincerely,
JVA, INCORPORATED

By:

A handwritten signature in blue ink, appearing to read 'AS', is written over a horizontal line.

Andrew Spam, P.E.
Project Manager / Associate

CC: Victoria Simonsen, Town of Lyons
Tracy Sanders, Town of Lyons
Erika Archer, Town of Lyons
Shar Shadowen, P.E., Interwest Consulting Group
Josh McGibbon, P.E., JVA, Inc.



Table 1 – Summary of Line Items Billed Past 100%

Item	Description	Total	Total Billed	Balance	%	Explanation
007	Construction Signs (Size D)	\$1,680.00	\$3,360.00	(\$1,680.00)	200%	Additional traffic control required due to the delay in installing the 4" force main. Rentals of constr. signs exceeded what was planned by 100% due to an extended schedule
010	Drum Channelizing Device	\$3,500.00	\$7,000.00	(\$3,500.00)	200%	Additional traffic control required due to the delay in installing the 4" force main. Rentals of drum channelizing devices exceeded what was planned by 100% due to an extended schedule
029	8-inch Ductile Iron Pipe	\$13,750.00	\$18,933.00	(\$5,183.00)	138%	Water line that was replaced / relocated was not in the correct place as per the drawings and had to be replaced
030	8-inch PVC SDR 35 Pipe	\$5,200.00	\$28,700.00	(\$23,500.00)	552%	Extra work that was done near the ECLS on the existing 8-inch gravity sewer main. CGRS needed to remove and replace all of the existing sewer to connect to the existing manhole.
059	EXCAVATE AND CUT INTO 24" RCP	\$12,000.00	\$18,000.00	(\$6,000.00)	150%	Extra unit (total is 3/2) for additional location to excavate and cut into 24" RCP at station 24+00.
060	EXCAVATE AND EXPOSE 27" STEEL LINE	\$12,000.00	\$24,000.00	(\$12,000.00)	200%	Extra 2 units (total is 4/2) for the two exploratory potholes on the existing CMP pipe near the ECLS to cross under 66
063	4-INCH DR 9 HDPE PIPE - SLEEVING WITH FLOWFILL ENDS ON 24" RCP	\$10,400.00	\$97,500.00	(\$87,100.00)	938%	The quantity of force main sleeved through the 24" RCP was way more than originally planned, as approved by JVA and TOL in the field. The additional sleeving was approved for cost savings. The total length sleeved was approximately 1498 LF as opposed to the originally planned 160 LF.

EXHIBIT 1

Bid Tabulation

Town of Lyons
Eastern Corridor Utilities Project

Item #	Description	Units	Qty	Unit Price	Total
CHANGE ORDER #10 - FINAL CLOSE OUT BID ITEMS					
005	Construction Materials Testing	HR	(11.43)	\$175.00	(\$2,000.00)
006	Flaggers	HR	(100)	\$41.00	(\$4,100.00)
007	Construction Signs (Size D)	EA	12	\$140.00	\$1,680.00
009	Crash Attenuators	EA	(4)	\$1,400.00	(\$5,600.00)
010	Drum Channelizing Device	EA	50	\$70.00	\$3,500.00
011	Remove/Replace Asphalt	SY	(25)	\$95.00	(\$2,375.00)
012	Remove/Replace Concrete	SY	(20)	\$140.00	(\$2,800.00)
013	Pressure Cleanout	EA	(2)	\$7,500.00	(\$15,000.00)
014	Sanitary Cleanout	EA	(1)	\$1,800.00	(\$1,800.00)
016	4-inch DR 9 HDPE Pipe - Horizontal Directional Drilling	LF	(485)	\$65.00	(\$31,525.00)
017	Cut Off Walls	EA	(5)	\$2,200.00	(\$11,000.00)
019	Silt Fence	LF	(4170)	\$4.00	(\$16,680.00)
020	Concrete Washout Area	EA	(1)	\$2,400.00	(\$2,400.00)
021	Sediment Control Log	LF	(180)	\$10.00	(\$1,800.00)
022	Culvert Inlet Protection	EA	(1)	\$400.00	(\$400.00)
024	Seeding	AC	(1.3)	\$4,950.00	(\$6,435.00)
027	6-inch Ductile Iron Pipe	LF	(18.88)	\$250.00	(\$4,720.00)
029	8-inch Ductile Iron Pipe	LF	18.85	\$275.00	\$5,183.00
030	8-inch PVC SDR 35 Pipe	LF	90.38	\$260.00	\$23,500.00
032	10-inch PVC SDR 35 Pipe	LF	(7)	\$240.00	(\$1,680.00)
033	12-inch Ductile Iron Pipe	LF	(16.02)	\$320.00	(\$5,126.00)
034	12-inch by 6-inch Tee	EA	(1.28)	\$2,100.00	(\$2,688.00)
039	6-inch Gate Valve	EA	(1)	\$2,200.00	(\$2,200.00)
042	6-inch Fire Hydrant Assembly	EA	(1)	\$9,000.00	(\$9,000.00)
059	EXCAVATE AND CUT INTO 24" RCP	EA	1	\$6,000.00	\$6,000.00
060	EXCAVATE AND EXPOSE 27" STEEL LINE	EA	2	\$6,000.00	\$12,000.00
061	CLEANING & TV'ING OF EXIST 24" RCP AND 27	Hours	(4.75)	\$650.00	(\$3,087.50)
063	4-INCH DR 9 HDPE PIPE - SLEEVING WITH FLOWFILL ENDS ON 24" RCP	LF	1340	\$65.00	\$87,100.00
064	4-INCH DR 9 HDPE PIPE - HORIZONTAL DIRECTIONAL DRILLING (WITH COBBLE)	LF	(816)	\$140.00	(\$114,240.00)
066	4-INCH DR 9 HDPE PIPE - OPEN CUT (WITH COBBLE)	LF	(48)	\$170.00	(\$8,160.00)
CHANGE ORDER #10 TOTAL					(\$115,853.50)
CHANGE ORDER TOTAL					(\$281,620.81)
CURRENT CONTRACT TOTAL					\$1,708,374.19


ECOR_CGRS_CO Request 10_2020 0512

Final Audit Report

2020-05-14

Created:	2020-05-14
By:	Erika Archer (earcher@townoflyons.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA_XCvKWDiSy5cPNoCAXiobr6iz_Du2VJ

"ECOR_CGRS_CO Request 10_2020 0512" History

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-  Document emailed to Jill Johnson (jjohnson@townoflyons.com) for signature
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-  Document e-signed by Jill Johnson (jjohnson@townoflyons.com)
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-  Signed document emailed to Erika Archer (earcher@townoflyons.com) and Jill Johnson (jjohnson@townoflyons.com)
2020-05-14 - 8:42:47 PM GMT



Adobe Sign

ECOR_CGRS_CO Request 10_2020 0512 - signed

Final Audit Report

2020-05-14

Created:	2020-05-14
By:	Erika Archer (earcher@townoflyons.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtJbe_-GjYiJhp2uHpVmveavdibQpnPXy

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EXHIBIT 2: CGRS, Inc. Amendment 6

Town of Lyons, Colorado

**SIXTH AMENDMENT TO
CONSTRUCTION AGREEMENT WITH CGRS, INC.**

**Project Name: Eastern Corridor Utilities Project
Project Number: 05-01-05734**

This SIXTH AMENDMENT TO CONSTRUCTION AGREEMENT ("Sixth 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 CGRS, Inc. with offices at 1301 Academy Court, Fort Collins, CO 80524 (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 2019-36, the Town and the Contractor entered into that certain Construction Agreement, Project Number 05-01-05734, dated May 8, 2019 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE MILLION NINE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$1,989,995.00)** (the "Project"); and

WHEREAS, the Town has obtained funding for the Project from both the U.S. Department of Commerce Economic Development Administration (EDA) and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) under Boulder County Collaborative sub-allocation INF-00021; and

WHEREAS, Section 5.00 of the Original Agreement permits the Town to adjust the Contract Price and Section 7.00 of the Original Agreement requires that the Town pay for work beyond that described in the Original Agreement in a separate agreement signed by both the Parties prior to the commencement of the additional work; and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Parties entered into that certain **First Amendment** to Construction Agreement dated September 18, 2019 authorizing the Contractor to perform additional services to inspect and examine the viability of abandoned water lines from the City of Longmont for use on this project in the additional amount of **THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$37,000.00)**; and

WHEREAS, the Parties entered into that certain **Second Amendment** to Construction Agreement dated October 24, 2019 in order to add critical monitoring capability and protections to the system in order to protect the downstream distribution piping in the additional amount of **FIFTEEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS AND EIGHTY-ONE CENTS (\$15,838.81)**; and

WHEREAS, the Parties entered into that certain **Third Amendment** dated December 2, 2019 to allow for the additional scope of work as defined in Change Orders 4, 5 and 6, including the rerouting of the original design in order to utilize abandoned lines from the City of Longmont

and other related changes, resulting in an overall reduction to the contract amount by **(-)TWO HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND TWELVE CENTS (-\$258,557.12)**; and

WHEREAS, the Parties entered into that certain **Fourth Amendment** to extend the term of the Original Agreement to May 15, 2020 for work funded by the EDA and June 30, 2020 for all other work; and

WHEREAS, the Parties entered into that certain **Fifth Amendment** to allow for the additional scope of work as defined in Change Orders 7, 8, and 9, to upgrade the existing pump in order to increase the capacity of the Stone Canyon Lift Station to handle additional flow from the Eastern Corridor Lift Station as required by CDPHE, the Stone Canyon Lift Station Manhole Replacement, and the addition of miscellaneous construction items, resulting in an increase to the contract amount by **THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$39,951.00)**; and

WHEREAS, the Parties need another amendment to account for overages, shortages and unbilled items at project close-out and have submitted Change Order #10 for an overall reduction to the contract amount by **(-)ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY CENTS (-\$115,853.50)** as outlined in **Exhibit A** for a new total not-to-exceed contract amount of **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)** ("**Sixth Amendment**"); and

NOW, THEREFORE, for the consideration herein expressed, 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 original terms and conditions of the Agreement remain in full force and effect.
3. **Scope of Work.** The Original Agreement is hereby amended by adding the work items documented to be justified and necessary by Town Staff and design consultant JVA, Inc., attached hereto as **EXHIBIT A** to this Sixth Amendment and incorporated herein by reference.
4. **Contract Sum and Payment.** The first sentence of Section 5.00 of the Original Agreement entitled "Contract Sum and Payment" is hereby amended to read in full as follows:

The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the not-to-exceed sum of: **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)**; subject to adjustment as provided by the Contract Documents ("Contract Price").

5. **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 Sixth Amendment.

6. **Conflict.** This Sixth Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Sixth 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 Sixth Amendment shall control.
7. **Counterparts. Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Sixth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Sixth 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.

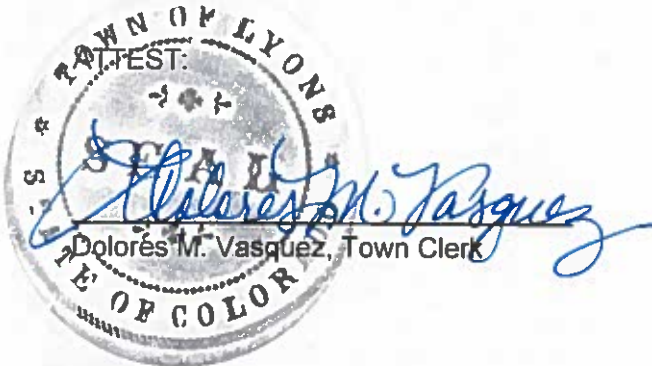
IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment to the Construction Agreement, Project/Service: Eastern Corridor Utilities Project, to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Sixth Amendment.

THIS SIXTH AMENDMENT TO CONSTRUCTION AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by:

By: *Victoria Simonsen*
Victoria Simonsen, Town Administrator



CGRS, Inc.:

By: *Eric L. Hick*

Printed name: Eric L. Hick

Its: President/CEO

Date of execution: May 13, 2020

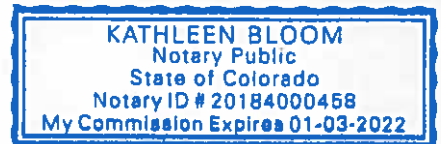
STATE OF Colorado)
COUNTY OF Larimer) ss.

The foregoing Sixth Amendment to Professional Services Agreement was acknowledged before me this 13th day of May, 2020, by Eric L. Hick as President/CEO of CGRS, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 01/03/2022

Kathleen Bloom
Notary Public



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

EXHIBIT 1 - Bid Item Schedule

EXHIBIT 1

Bid Tabulation

Town of Lyons
Eastern Corridor Utilities Project

ORIGINAL CONTRACT

Item #	Description	Units	Qty	Unit Price	Total
DIVISION 00 and 01 - General Conditions and Requirements					
001	Contract General Conditions and Mobilization	LS	1	\$45,000.00	\$45,000.00
002	Dewatering	LS	1	\$55,000.00	\$55,000.00
003	Initial Construction Surveying	LS	1	\$8,000.00	\$8,000.00
004	Supplemental Construction Surveying	HR	20	\$210.00	\$4,200.00
005	Construction Materials Testing	HR	40	\$175.00	\$7,000.00
Traffic Control					
006	Flaggers	HR	100	\$41.00	\$4,100.00
007	Construction Signs (Size D)	EA	12	\$140.00	\$1,680.00
008	Concrete Barriers	LF	200	\$120.00	\$24,000.00
009	Crash Attenuators	EA	4	\$1,400.00	\$5,600.00
010	Drum Channelizing Device	EA	50	\$70.00	\$3,500.00
DIVISION 02 - Sitework					
011	Remove/Replace Asphalt	SY	50	\$95.00	\$4,750.00
012	Remove/Replace Concrete	SY	20	\$140.00	\$2,800.00
013	Pressure Cleanout	EA	5	\$7,500.00	\$37,500.00
014	Sanitary Cleanout	EA	1	\$1,800.00	\$1,800.00
015	Connection to Stone Canyon Lift Station Manhole	LS	1	\$11,000.00	\$11,000.00
016	4-inch DR 9 HDPE Pipe - Horizontal Directional Drilling	LF	1340	\$65.00	\$87,100.00
017	Cut Off Walls	EA	5	\$2,200.00	\$11,000.00
Erosion Control					
018	Vehicle Tracking Control	EA	7	\$2,400.00	\$16,800.00
019	Silt Fence	LF	5670	\$4.00	\$22,680.00
020	Concrete Washout Area	EA	3	\$2,400.00	\$7,200.00
021	Sediment Control Log	LF	400	\$10.00	\$4,000.00
022	Culvert Inlet Protection	EA	2	\$400.00	\$800.00
023	Clear and Grub	LS	1	\$12,000.00	\$12,000.00
024	Seeding	AC	3.3	\$4,950.00	\$16,335.00
Site Piping					
025	4-inch DR 9 HDPE Pipe - Open Cut	LF	2080	\$127.00	\$264,160.00
026	4-inch Ductile Iron Pipe	LF	20	\$260.00	\$5,200.00
027	6-inch Ductile Iron Pipe	LF	20	\$250.00	\$5,000.00
028	6-inch PVC SDR 35 Pipe	LF	60	\$230.00	\$13,800.00
029	8-inch Ductile Iron Pipe	LF	50	\$275.00	\$13,750.00
030	8-inch PVC SDR 35 Pipe	LF	20	\$260.00	\$5,200.00
031	12-inch by 8-inch Reducer	EA	4	\$1,500.00	\$6,000.00
032	10-inch PVC SDR 35 Pipe	LF	140	\$240.00	\$33,600.00
033	12-inch Ductile Iron Pipe	LF	40	\$320.00	\$12,800.00
034	12-inch by 6-inch Tee	EA	2	\$2,100.00	\$4,200.00
035	12-inch by 12-inch Tee	EA	2	\$2,400.00	\$4,800.00
036	12-inch Ductile Iron Pipe Plug	EA	2	\$1,400.00	\$2,800.00
037	24-inch Welded Steel Casing and Ramming	LF	254	\$1,410.00	\$358,140.00
Site Valves					
038	4-inch Plug Valve	EA	3	\$3,200.00	\$9,600.00
039	6-inch Gate Valve	EA	2	\$2,200.00	\$4,400.00
040	12-inch Gate Valve	EA	4	\$4,600.00	\$18,400.00
041	2-inch Blowoff Valve Assembly	EA	2	\$4,800.00	\$9,600.00
042	6-inch Fire Hydrant Assembly	EA	1	\$9,000.00	\$9,000.00

EXHIBIT 1

Bid Tabulation

Town of Lyons
Eastern Corridor Utilities Project

Item #	Description	Units	Qty	Unit Price	Total
DIVISION 03 - Concrete					
043	Concrete Wet Well	EA	1	\$88,000.00	\$88,000.00
044	4-Foot Diameter Manhole	EA	2	\$15,000.00	\$30,000.00
045	8-Foot Diameter Manhole (overflow storage)	EA	1	\$65,000.00	\$65,000.00
046	Overflow Storage Vaults - 2,500 gallons	EA	2	\$21,000.00	\$42,000.00
DIVISION 11 - Equipment					
047	Submersible Grinder Pumps	EA	2	\$58,000.00	\$116,000.00
DIVISION 13 - Special Construction					
048	Odor Control System	EA	2	\$19,600.00	\$39,200.00
DIVISION 15 - Mechanical					
049	Pressure Reducing Valve Vaults (PRV) - 6, 7, & 8	EA	3	\$71,000.00	\$213,000.00
050	4-inch Ball Check Valve	EA	2	\$900.00	\$1,800.00
Piping					
051	4-inch Ductile Iron Pipe	LF	40	\$260.00	\$10,400.00
052	4-inch Schedule 40 PVC Pipe	LF	40	\$245.00	\$9,800.00
053	6-inch Vent and Vent Piping	EA	3	\$4,600.00	\$13,800.00
DIVISION 16 - Electrical					
054	PRV-7 & East Corridor Lift Station Electrical	LS	1	\$78,000.00	\$78,000.00
055	East Corridor Monitoring Panel	LS	1	\$92,000.00	\$92,000.00
056	PRV-6 Electrical	LS	1	\$7,000.00	\$7,000.00
057	PRV-8 Electrical	LS	1	\$7,000.00	\$7,000.00
058	Odor Control System Electrical	LS	1	\$2,700.00	\$2,700.00
ORIGINAL CONTRACT TOTAL					\$1,989,995.00

CHANGE ORDERS

CHANGE ORDER #1 (PR #1A) - ADDITIONAL BID ITEMS					
059	EXCAVATE AND CUT INTO 24" RCP	EA	2	\$6,000.00	\$12,000.00
060	EXCAVATE AND EXPOSE 27" STEEL LINE	EA	2	\$6,000.00	\$12,000.00
061	CLEANING & TV'ING OF EXIST 24" RCP AND 27	Hours	20	\$650.00	\$13,000.00
CHANGE ORDER #1 TOTAL					\$37,000.00
CHANGE ORDER #2 (PR #2) - ADDITIONAL BID ITEMS					
062	PLC & CELLULAR MODEM FOR MONITORING PANEL	LS	1	\$5,016.81	\$5,016.81
CHANGE ORDER #2 TOTAL					\$5,016.81
CHANGE ORDER #3 (PR #4) - ADDITIONAL BID ITEMS					
070	4-INCH PRESSURE RELIEF VALVE AND ASSOCIATED APPURTENANCES	EA	1	\$10,822.00	\$10,822.00
CHANGE ORDER #3 TOTAL					\$10,822.00
CHANGE ORDER #4 (PR #5) - ADDITIONAL BID ITEMS					
071	12" x 8" TAPPING SLEEVE AND THRUST BLOCK	EA	2	\$3,800.00	\$7,600.00
072	8" TAPPING VALVE	EA	2	\$3,700.00	\$7,400.00
073	DEDUCT: LINE 031 - "12-inch by 8-inch Reducer"	EA	-2	\$1,500.00	(\$3,000.00)
074	DEDUCT: LINE 035 - "12-inch by 12-inch Tee"	EA	-2	\$2,400.00	(\$4,800.00)
075	DEDUCT: LINE 040 - "12-inch Gate Valve"	EA	-2	\$4,600.00	(\$9,200.00)
CHANGE ORDER #4 TOTAL					(\$2,000.00)
CHANGE ORDER #5 (PR #6) - ADDITIONAL BID ITEMS					
076	4-INCH TEE AND 4-INCH GATE VALVE	EA	2	\$1,811.00	\$3,622.00
077	4-INCH BLIND FLANGE	EA	2	\$100.00	\$200.00
078	4-INCH PRESSURE RELIEF VALVE	EA	2	\$6,057.00	\$12,114.00
CHANGE ORDER #5 TOTAL					\$15,936.00

EXHIBIT 1

Bid Tabulation

Town of Lyons
Eastern Corridor Utilities Project

Item #	Description	Units	Qty	Unit Price	Total
CHANGE ORDER #6 (PR #3A) - ADDITIONAL BID ITEMS					
063	4-INCH DR 9 HDPE PIPE - SLEEVING WITH FLOWFILL ENDS ON 24" RCP	LF	160	\$65.00	\$10,400.00
064	4-INCH DR 9 HDPE PIPE - HORIZONTAL DIRECTIONAL DRILLING (WITH COBBLE)	LF	1670	\$140.00	\$233,800.00
065	4-INCH DR 9 HDPE PIPE - HORIZONTAL DIRECTIONAL DRILLING THROUGH FLOWFILL	LF	135	\$140.00	\$18,900.00
066	4-INCH DR 9 HDPE PIPE - OPEN CUT (WITH COBBLE)	LF	375	\$170.00	\$63,750.00
067	TUNNEL ENGINEERING	EA	1	\$22,956.88	\$22,956.88
068	DEDUCT: LINE 025 - "4-inch DR 9 HDPE Pipe - Open Cut"	LF	-2080	\$127.00	(\$264,160.00)
069	DEDUCT: LINE 037 - "24-inch Welded Steel Casing and Ramming"	LF	-254	\$1,410.00	(\$358,140.00)
CHANGE ORDER #6 TOTAL					-\$272,493.12
CHANGE ORDER #7 (PR #7) - ADDITIONAL BID ITEMS					
079	SHEAVING OF EXISTING STONE CANYON LIFT STATION PUMPS AND REPLACING OF EXISTING MOTORS	EA	1	\$7,036.00	\$7,036.00
CHANGE ORDER #7 TOTAL					\$7,036.00
CHANGE ORDER #8 (PR #8) - ADDITIONAL BID ITEMS					
080	DEMO OF EXISTING MANHOLE AND PIPE INSIDE MANHOLE	EA	1	\$6,000.00	\$6,000.00
081	REROUTE FORCEMAIN AROUND MANHOLE	EA	1	\$3,300.00	\$3,300.00
082	INSTALLATION OF NEW MANHOLE AND ASSOCIATED PIPING	EA	1	\$16,000.00	\$16,000.00
CHANGE ORDER #8 TOTAL					\$25,300.00
CHANGE ORDER #9 (PR #9) - ADDITIONAL BID ITEMS					
083	ADDITIONAL STEPS AND VENT PIPES IN PRV VAULTS 7 AND 8	EA	1	\$325.00	\$325.00
084	INSTALLATION OF ADDITIONAL STEPS IN PRV VAULTS 7 AND 8	EA	1	\$25.00	\$25.00
085	INCREASE WALL HEIGHT FOR PRV 6 AND 8 - CAST IN PLACE CONCRETE	EA	1	\$3,225.00	\$3,225.00
086	CONCRETE ENCASEMENT AT STA 14+40	CY	5	\$200.00	\$1,000.00
087	LABOR FOR CONCRETE ENCASEMENT AT STA 14+40	HRS	2	\$325.00	\$650.00
088	LABOR TO ASSIST TOWN WITH DAMAGED WATER SERVICE	HRS	4	\$325.00	\$1,300.00
089	IMPORTED BEDDING FOR BACKFILL OF AREA OF DAMAGED WATER SERVICE	CY	5	\$25.00	\$125.00
090	EXCAVATION AND HAULING OF UNSUITABLE SOIL IN THE AREA OF DAMAGED WATER SERVICE	CY	3	\$180.00	\$540.00
CHANGE ORDER #9 TOTAL					\$7,615.00

EXHIBIT 1

Bid Tabulation

Town of Lyons
Eastern Corridor Utilities Project

Item #	Description	Units	Qty	Unit Price	Total
CHANGE ORDER #10 - FINAL CLOSE OUT BID ITEMS					
005	Construction Materials Testing	HR	(11.43)	\$175.00	(\$2,000.00)
006	Flaggers	HR	(100)	\$41.00	(\$4,100.00)
007	Construction Signs (Size D)	EA	12	\$140.00	\$1,680.00
009	Crash Attenuators	EA	(4)	\$1,400.00	(\$5,600.00)
010	Drum Channelizing Device	EA	50	\$70.00	\$3,500.00
011	Remove/Replace Asphalt	SY	(25)	\$95.00	(\$2,375.00)
012	Remove/Replace Concrete	SY	(20)	\$140.00	(\$2,800.00)
013	Pressure Cleanout	EA	(2)	\$7,500.00	(\$15,000.00)
014	Sanitary Cleanout	EA	(1)	\$1,800.00	(\$1,800.00)
016	4-inch DR 9 HDPE Pipe - Horizontal Directional Drilling	LF	(485)	\$65.00	(\$31,525.00)
017	Cut Off Walls	EA	(5)	\$2,200.00	(\$11,000.00)
019	Silt Fence	LF	(4170)	\$4.00	(\$16,680.00)
020	Concrete Washout Area	EA	(1)	\$2,400.00	(\$2,400.00)
021	Sediment Control Log	LF	(180)	\$10.00	(\$1,800.00)
022	Culvert Inlet Protection	EA	(1)	\$400.00	(\$400.00)
024	Seeding	AC	(1.3)	\$4,950.00	(\$6,435.00)
027	6-inch Ductile Iron Pipe	LF	(18.88)	\$250.00	(\$4,720.00)
029	8-inch Ductile Iron Pipe	LF	18.85	\$275.00	\$5,183.00
030	8-inch PVC SDR 35 Pipe	LF	90.38	\$260.00	\$23,500.00
032	10-inch PVC SDR 35 Pipe	LF	(7)	\$240.00	(\$1,680.00)
033	12-inch Ductile Iron Pipe	LF	(16.02)	\$320.00	(\$5,126.00)
034	12-inch by 6-inch Tee	EA	(1.28)	\$2,100.00	(\$2,688.00)
039	6-inch Gate Valve	EA	(1)	\$2,200.00	(\$2,200.00)
042	6-inch Fire Hydrant Assembly	EA	(1)	\$9,000.00	(\$9,000.00)
059	EXCAVATE AND CUT INTO 24" RCP	EA	1	\$6,000.00	\$6,000.00
060	EXCAVATE AND EXPOSE 27" STEEL LINE	EA	2	\$6,000.00	\$12,000.00
061	CLEANING & TV'ING OF EXIST 24" RCP AND 27	Hours	(4.75)	\$650.00	(\$3,087.50)
063	4-INCH DR 9 HDPE PIPE - SLEEVING WITH FLOWFILL ENDS ON 24" RCP	LF	1340	\$65.00	\$87,100.00
064	4-INCH DR 9 HDPE PIPE - HORIZONTAL DIRECTIONAL DRILLING (WITH COBBLE)	LF	(816)	\$140.00	(\$114,240.00)
066	4-INCH DR 9 HDPE PIPE - OPEN CUT (WITH COBBLE)	LF	(48)	\$170.00	(\$8,160.00)
CHANGE ORDER #10 TOTAL					(\$115,853.50)

CHANGE ORDER TOTAL (\$281,620.81)

CURRENT CONTRACT TOTAL \$1,708,374.19