

**TOWN OF LYONS, COLORADO
RESOLUTION 2021-09**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO RATIFYING THE
SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
ROCKSOL CONSULTING GROUP, INC. FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE 2nd AVENUE BRIDGE REPLACEMENT 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, pursuant to Resolution 2020-134, the Town and RockSol Consulting Group, Inc. ("Contractor") entered into that certain Professional Services Agreement, Project Number 20-2ndAVE-BR-04 ("Project"), dated September 8, 2020 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)** ("Original Agreement"); and

WHEREAS, the Town has obtained funding for Construction Management Services for the 2nd Avenue Bridge Replacement Project ("Project") from the Federal Emergency Management Agency ("FEMA") and 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-00010); and

WHEREAS, Sections 1.3 and 10.12 of the Original Agreement require that any amendment to the Original 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 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, the Contractor and the Town Administrator have executed an amendment to add prestressed and precast girder inspection and materials testing services for an increase to the contract of **THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,577.50)** for a total not-to-exceed amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINE DOLLARS AND FIFTY CENTS (\$185,309.50)** ("Second Amendment"); and

WHEREAS, the Town Board of Trustees desires to ratify this Second Amendment in substantially the form attached hereto as **Exhibit 1** for the purpose of entering it into the permanent Town record;

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 the Second Amendment to the Professional Services Agreement for an additional **THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,577.50)** for a total not-to-exceed amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINE DOLLARS AND FIFTY CENTS (\$185,309.50)** in substantially the form attached hereto in Exhibit 1;
- (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 Professional Services Agreement that does not increase the obligations of the Town;

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

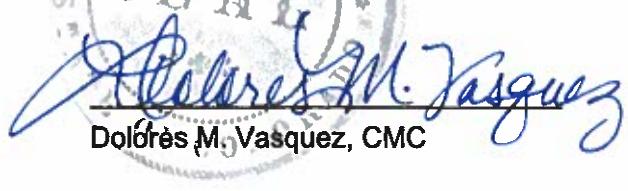
ADOPTED this 19th day of January 2021.

TOWN OF LYONS



Nicholas Angelo, Mayor

ATTEST:



Dolores M. Vasquez

Dolores M. Vasquez, CMC

Exhibit 1:
RockSol Consulting Group, Inc.
Amendment 2

Town of Lyons, Colorado

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: Construction Management Services for 2nd Avenue Bridge

Replacement

Project Number: 20-2ndAVE-BR-04

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second 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 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, the Parties desire to enter into another amendment to add prestressed, precast girder inspection and materials testing services as described in **Exhibits A & B** at an increase to the contract of **THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,577.50)** for a total not-to-exceed amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINE DOLLARS AND FIFTY CENTS (\$185,309.50)** ("Second 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.

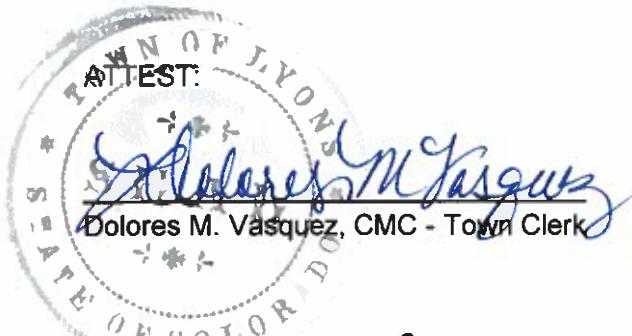
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** There is no change to the term of the contract with this amendment.
4. **Scope of Work.** The Original Agreement is hereby amended by adding the documents that indicate the additional scope of work and the correct fee and rates for the Project as set forth specifically in documents titled **Exhibit A** and **Exhibit B**, copies of which are attached and incorporated herein by reference.
5. **Contract Sum and Payment.** The second sentence of Section 2.1 of the Original Agreement entitled "Commencement of and Compensation for Services" is hereby amended to read in full as follows:

Compensation to be paid hereunder shall not exceed **ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED NINE DOLLARS AND FIFTY CENTS (\$185,309.50)** unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

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

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



ROCKSOL CONSULTING GROUP, INC.:

By: Saeid Saeid

Printed name: Saeid Saeid
Its: President

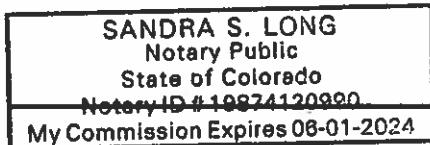
Date (Contractor): Dec. 31, 2020

STATE OF Colorado)
COUNTY OF Adams) ss.

The foregoing Amendment was acknowledged before me this 31st day of December, 2020, by
Saeid Saeid as President of
RockSol Consulting Group, Inc., a Corporation.

Witness my hand and official seal.

My commission expires: 06-01-2024



Sandra S. Long
Notary Public
419874120990
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

EXHIBIT A – REVISED SCOPE

SCOPE OF WORK

Exhibit A
Construction Management Services
2nd Avenue Bridge Replacement

Town of Lyons project named 2nd Avenue Bridge Replacement Project includes 9 prestressed CBT54 precast girders. Specifications require fabrication of prestressed concrete bridge components be fabricated in a PCI certified bridge girder fabrication plant. Shop drawings indicate girders intend to be cast at Plum Creek Structures in Littleton, CO.

The bridge replacement project needs fabrication inspection of the 9 prestressed CBT54 girders. RockSol Consulting Group (RockSol) will provide professional services to the Town of Lyons, as described in this Scope of Work.

Professional services related to fabrication inspection, in a Quality Assurance role, of 9 prestressed CBT54 girders:

1. Inspection of girder fabrication in a Quality Assurance role, for conformance with the bridge girder plan sheets and approved shop drawings (shop drawing approval would be by others). Activities include verifying strands size and material grade; pretensioning of strands to the specified force; number and location of straight strands; number and location of harped strands, if any; number and location of debonding sleeves; reinforcing steel size, spacing and location; interior void dimensions and location; girder exterior dimensions as determined by forms; concrete mix conforming to approved concrete mix; concrete placement; observing the fabricator's concrete consolidation; observing the fabricator's curing procedures; and observing finished girders.
2. Monitoring the fabricator takes concrete cylinders, fabricator's concrete compressive strength for release of pre-tensioned strands, fabricator's concrete compressive strength if girders are to be transported prior to 28 days, and fabricator's 28-day concrete compressive strength.
3. Obtain concrete cylinders and determine the 28-day concrete compressive strength by testing in the RockSol materials laboratory.
4. Obtain samples of the prestress strand with lot number and heat number. Rather than conducting tensile strength tests and elongation tests on the strand samples at an out-of-state materials laboratory (no in-state materials laboratory existing for testing strand), save the strand samples in case materials testing is needed to resolve an unforeseen quality issue with the fabricated girders. As with previous projects, strand materials issues are extremely rare, and strand likely will not need to be tested.
5. Obtain copies of the fabricator's Quality Control test results. Obtain certificates of compliance (COCs), certified test reports (CTRs), approved products listings (APLs), and pre-inspection forms.
6. Prepare Quality Assurance documents for the prestressed concrete girders, including Form 163.
7. Report any materials found to be out of compliance with the plans and specifications to the Town

of Lyons Project Manager. Provide information describing the nonconformance.

8. Obtain camber information from the fabricator prior to when the girders are to be transported from the fabrication plant. Communicate the camber information to the Town of Lyons Project Manager.
9. Inspect the prestressed concrete girders visually prior to when the girders are to be transported from the fabrication plant.
10. Communicate status of girder fabrication progress and issues (if any) to the Town of Lyons Project Manager.

Assumptions:

After discussions with Plum Creek we assume casting of 2 girders/day for 40 hours, 5 hours to break QA Cylinders.

EXHIBIT B – REVISED FEE SCHEDULE

PROPOSED FEE

Exhibit B
Construction Management Services
2nd Avenue Bridge Replacement

Task	Original Agreement	Amendment 1	Amendment 2	Revised Agreement
A. General	\$ 16,317.00	\$	- \$	16,317.00
B. Daily Progress	\$ 20,908.00	\$	- \$	20,908.00
C. Project Files	\$ 10,468.00	\$	- \$	10,468.00
D. Progress Meeting	\$ 11,759.00	\$	- \$	11,759.00
E. Field Inspections	\$ 78,880.00	\$	- \$	78,880.00
F. Materials Testing	\$ 11,600.00	\$	- \$	11,600.00
G. Cost Control	\$ 5,760.00	\$	- \$	5,760.00
H. Change Orders	\$ 3,044.00	\$	- \$	3,044.00
I. Document Control	\$ 4,640.00	\$	- \$	4,640.00
J. Quality Assurance and Quality Control ("QA/QC")	\$ 9,280.00	\$	- \$	9,280.00
K. Project Safety	\$ 3,712.00	\$	- \$	3,712.00
L. Project Reports	\$ 4,900.00	\$	- \$	4,900.00
M. Substantial Completion	\$ 464.00	\$	- \$	464.00
N. Prestressed, precast girder inspection and materials testing services	\$ - \$	- \$	3,577.50 \$	3,577.50
Subtotal	\$ 181,732.00	\$	- \$	3,577.50 \$
				185,309.50

SCHEDULE OF PROPOSED PROJECT STAFFING

Title	Fully Burdened Rate	
Project Manager	\$	116.00
Senior Project Support	\$	198.00
Public Involvement	\$	125.00
Inspector I	\$	79.50