

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-50**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO APPROVING THE FIRST
AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST
CONSULTING GROUP, INC. FOR PROGRAM MANAGEMENT SERVICES RELATED TO
FLOOD RECOVERY CONSTRUCTION**

WHEREAS, the Town of Lyons ("Town") is authorized to contract for performance of necessary public services; and

WHEREAS, pursuant to Resolution 2019-57, the Town entered into that certain Professional Services Agreement dated May 7, 2019 ("Original Agreement") with Interwest Consulting Group, Inc. ("Contractor") to perform work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$127,200.00)** for Program Management Services for Flood Recovery Construction (the "Project"); and

WHEREAS, the Town has secured funding for the Project from both the Federal Emergency Management Agency ("FEMA") under multiple PWs and the Department of Housing and Urban Development Community ("HUD") Development Block Grant Disaster Recovery ("CBDG-DR") under Boulder County Collaborative under various sub-allocations, dependent on the project; and

WHEREAS, the Contractor requires a **First Amendment** to the Professional Services Agreement in order to increase scope to include necessary additional projects and services at an increase to the total contract amount of **ONE HUNDRED ONE THOUSAND THREE HUNDRED DOLLARS (\$101,300.00)**; and

WHEREAS, the First Amendment increases the not-to-exceed amount from **ONE HUNDRED ONE THOUSAND THREE HUNDRED DOLLARS (\$127,200.00)** to **TWO HUNDRED TWENTY- EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$228,500.00)**; and

WHEREAS, the Parties desire to amend the Original Agreement pursuant to the First Amendment; and

WHEREAS, the Town of Lyons Board of Trustees desires to approve the First Amendment to the Agreement with the Contractor and authorizes the Mayor to execute such First Amendment 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 Town Board of Trustees hereby:

- (a) Approves the First Amendment in substantially the form attached as 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 First Amendment that do not increase the financial obligations of the Town.

- (c) Authorizes the Mayor or Mayor Pro Tem to execute the complete Agreement on behalf of the Town after Contractor has signed the Agreement and the Town Clerk to attest such signature.

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

ADOPTED this 16th day of **MARCH 2020**.

TOWN OF LYONS

Connie Sullivan

By: Connie Sullivan (Apr 28, 2020)

Connie Sullivan, Mayor



EXHIBIT 1

**INTERWEST CONSULTING GROUP, INC
Program Management
Amendment 1**






Res 2020-50_PM_Interwest_Amend 1 (Dittman Edit 3-11-2020)

Final Audit Report

2020-04-29

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"Res 2020-50_PM_Interwest_Amend 1 (Dittman Edit 3-11-2020)" History

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Town of Lyons, Colorado

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**Project Number: 19-TSPM-02
Program Management Services for Flood Recovery Construction**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this ___ day of _____, 2020, 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 INTERWEST CONSULTING GROUP, INC. offices located at: 3107 28th Street, Unit B, Boulder, CO 80302 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as "Party".

WITNESSETH

WHEREAS, the Town and Consultant entered into that certain Professional Services Agreement dated May 7, 2019 ("Original Agreement") for Consultant to provide professional design services for the Program Management Services for Flood Recovery Construction (Project Number: 19-TSPM-02); and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Parties desire to amend the Professional Services Agreement dated May 7, 2019 in order to include additional hours for management, design and construction support services for Apple Valley Waterline and Eastern Corridor Utilities Projects, and to provide Project Management services for other ongoing projects including: Lyons Valley River Park, St Vrain Creek Recovery and Evans Roadway Improvements and Emergency Siren System Expansion Projects ("First Amendment"); and

WHEREAS, Expenses for this Professional Services Contract are eligible for reimbursement through the Federal Emergency Management Agency ("FEMA") under multiple PWs and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") under Boulder County Collaborative under various sub-allocations.; and

WHEREAS, the additional design and professional services outlined in EXHIBIT A & B of this First Amendment increases the contract amount by **ONE HUNDRED ONE THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$101,300.00)**; and

WHEREAS, the First Amendment increases the not-to-exceed amount from **ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$127,200.00)** to **TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$228,500.00)**;

NOW, THEREFORE, for sufficient consideration, it is agreed by and between the Town and the Contractor that the Original Agreement, shall be amended as follows:

First Amendment Professional Services Agreement (Interwest Consulting Group)

1

Project/Services Name: Program Management Services for Flood Recovery Construction (Project No. 19-TSPM-02)

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 terms and conditions of the Original Agreement, remain in full force and effect.
3. **Compensation.** The First Amendment increases the contract total by **ONE HUNDRED ONE THOUSAND THREE HUNDRED DOLLARS (\$101,300.00)** with a new not-to-exceed contract amount set forth at: **TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$228,500.00)**;
4. **Work Prior to this First Amendment.** The Parties acknowledge and agree that the Work conducted by Contractor on and after May 7, 2019 but prior to this First Amendment is and was subject to the Original Agreement.
5. **Compensation.** Section 2.00 of the Original Agreement, entitled "COMPENSATION.," is hereby amended to read in full as follows:
 - 2.1 **Commencement of and Compensation for Services.** Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A and B**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$228,500.00)**; unless a larger 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 First Amendment.
7. **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.
8. **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.
9. **Terms.** Capitalized terms not otherwise defined in this First Amendment shall have the meaning set forth in the Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Professional Services Agreement, 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.

SIGNATURE PAGE FOLLOWS

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

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

By: Connie Sullivan
Connie Sullivan (Apr 28, 2020)

Mayor or Mayor Pro Tem

Approval by Town Administrator

By:

Victoria Simonsen, Town Administrator



CONTRACTOR: INTERWEST CONSULTING GROUP

By: Robert Almira

Printed name: ROBERT ALMIRALL

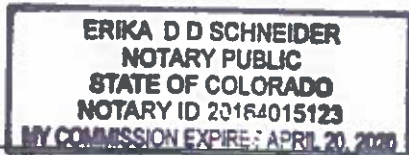
Its: Sr. Project Manager

STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing First Amendment to Construction Agreement was acknowledged before me this 10 day of April, 2020, by Erika Schneider as Notary Public of Colorado, a

Witness my hand and official seal.

My commission expires: 4/20/20



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

EXHIBIT A

These tasks generally include additional efforts for management, design, and/or construction support services related to the ongoing Flood Recovery projects for Apple Valley Waterline and Eastern Corridor Utilities. In addition, the Town has asked Interwest to provide Program Management services for several other ongoing projects that were not included in the original base contract. These projects include Lyons Valley River Park, Saint Vrain Creek, Apple Valley Water Services, 4th and Evans Roadway Improvements, Emergency Advance Warning System and administrative support. These tasks are further described below.

A. Apple Valley Waterline

Interwest has provided on-going program management efforts with the Apple Valley Waterline project. Additional effort and coordination has been required to work with the contractor (Iron Woman), design engineer (Murraysmith) and construction manager (RG Associates) during the construction, as well as significant effort with regards to Davis-Bacon and Section 3 requirements. Additional effort was also required for coordination with Murraysmith, the Town and property owners for sizing of water services, meters and connection locations. With the extension of the contract timeline for the contractor, additional time will be required to wrap up the project and finalize closeout documentation.

B. Eastern Corridor Utilities

Interwest has provided on-going program management efforts for the Eastern Corridor Utilities project. Additional effort and coordination has been required to work with the contractor (CGRS), design engineer (JVA), construction manager (JVA) and Town staff during the construction, as well as significant effort with regards to Davis-Bacon and Section 3 requirements. Additional effort was also required with meetings and coordination for the following: (1) significant design changes of the force main, (2) Western Stone property access, (3) NCWCD coordination for access along their access road, (4) site layout of the lift station and PRV vaults during the sale of the eastern properties, (5) City of Longmont, (6) NLine Electric, and (7) preparation of miscellaneous exhibits. Additional time will also be needed to wrap up the project and finalize closeout documentation.

C. Lyons Valley River Park (Additional Project)

Interwest provided program management and coordination efforts during construction for the Lyons Valley River Park project per the request of the Town. Our services included coordination with Town and contractor, as well as responding to RFI's and documentation of project notebooks, invoicing, meetings, scope changes, etc. These services have been provided and we do not anticipate any additional services beyond what has been provided for this task.

D. St. Vrain Creek Recovery Project (Additional Project)

Interwest has provided program management services for the design and bidding of the St. Vrain Creek Recovery Project. We have coordinated the design with the design engineer and assisted with the procurement process. The project is currently out to bid and services including assisting with preparing documents for bid, coordinate bid process and opening,

documentation, contract processing and maintenance.

Interwest will provide program management services during construction for the project, including managing budget, reviewing invoices, review and provide comments on change orders, manage contractors schedule, coordination and communication with Town staff, contractor, design engineer, construction manager and stakeholders; as well as maintaining project notebook and documentation of procurement, field notes, permits, billing, etc.).

E. Apple Valley Water Services (Additional Project)

Interwest has provided design, procurement, construction management and program management services for the Apple Valley Water Services project. This project was to design and construct water service lines from the new Apple Valley Waterline to the existing water service connections at the residential structures. This effort included design of service lines, preparation of exhibits and bid tabs, procurement process for acquiring contractor, significant coordination with property owner, Town staff, Murraysmith and contractor, site visits during construction, construction documentation, processing of pay apps, project notebook and project close out.

F. 4th and Evans - FEMA Portion (Additional Project)

Interwest will provide program management services during construction for the FEMA portion of the project, including managing budget, reviewing invoices, review and provide comments on change orders, manage contractors schedule, coordination and communication with Town staff, contractor, design engineer, construction manager and stakeholders; as well as maintaining project notebook and documentation of procurement, field notes, permits, billing, etc.).

G. Emergency Advanced Warning System (Additional Project)

Interwest has provided design and bidding services for the Emergency Advanced Warning System Project. We are currently revising the design and bidding documents to rebid this project in the near future. Services for rebidding include preparing documents for bid, coordinate bid process and opening, documentation, contract processing and maintenance.

Interwest will provide program management services during construction for the project, including managing budget, reviewing invoices, review and provide comments on change orders, manage contractors schedule, coordination and communication with Town staff, contractor, design engineer, construction manager and stakeholders; as well as maintaining project notebook and documentation of procurement, field notes, permits, billing, etc.). Interwest is currently working in the area of the new Public Works buildings and this is a continuation of that work.

H. Administrative Support (Additional Project)

Interwest provided additional administrative support services to the Town for Flood Recovery projects. These services have been provided and we do not anticipate any additional services beyond what has been provided for this task.

EXHIBIT B**Program Management Services for Flood Recovery Construction****SCHEDULE OF PROPOSED PROJECT STAFFING**

Title	Project Role	Fully Burdened Rate
President	Principal in Charge	\$140.00
Senior Project Manager	Project Oversight	\$140.00
Program Manager	Program Manager	\$120.00
Project Manager	Project Manager	\$120.00
Design Engineer	Design Engineer	\$110.00

FEE AND COST SCHEDULE**Consulting Program Manager Services**

Project	Original Contract Value	Amendment 1	Revised Contract Value
2nd Avenue Bridge	\$21,600.00	\$-	\$21,600.00
Flood Recovery Roadway Repair	\$19,200.00	\$-	\$19,200.00
NW Utilities: Apple Valley Waterline	\$21,600.00	\$25,000.00	\$46,600.00
Bohn Park, Phase 2	\$21,600.00	\$(6,500.00)	\$15,100.00
Pedestrian Bridge	\$12,000.00	\$(10,800.00)	\$1,200.00
Public Works Facility	\$9,600.00	\$(9,200.00)	\$400.00
Eastern Corridor Utilities	\$21,600.00	\$30,000.00	\$51,600.00
Lyons Valley River Park	\$-	\$9,800.00	\$9,800.00
Saint Vrain Creek Recovery Project	\$-	\$38,000.00	\$38,000.00
Apple Valley Water Services	\$-	\$6,800.00	\$6,800.00
4th and Evans - FEMA	\$-	\$5,000.00	\$5,000.00
Emergency Advance Warning System	\$-	\$12,000.00	\$12,000.00
Administrative Support - Program Management	\$-	\$1,200.00	\$1,200.00
The Contract price for the Agreement shall not exceed:	\$127,200.00	\$101,300.00	\$228,500.00






Amendment 1 Signed

Final Audit Report

2020-04-29

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