

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-84**

**A RESOLUTION OF THE TOWN OF LYONS TO APPROVE THE FOURTH AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT WITH EIDOS ARCHITECTS, P.C.
FOR CAPITAL IMPROVEMENT – PUBLIC WORKS BUILDINGS
ARCHITECTURE AND ENGINEERING SERVICES**

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

WHEREAS, the Town has secured funding for the Project from both the Federal Emergency Management Agency ("FEMA") under PW 800 and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CDBG-DR") under Boulder County Collaborative sub-allocation INF-00052; and

WHEREAS, pursuant to Resolution 2017-128, the Town entered into that certain Professional Services Agreement dated October 4, 2017 ("Original Agreement") with Eidos Architects, P.C. ("Contractor") to perform work as specified in the Contract Documents, for a not-to-exceed cost of **NINETY-SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$97,950.00)** as part of the Public Works Buildings Architecture and Engineering Services Project (the "Project"); and

WHEREAS, pursuant to Resolution 2018-23, the Town previously entered into that **First Amendment** to the Original Agreement dated February 21, 2018 to increase the scope of services and budget for the Project for an additional **SIXTY-SIX THOUSAND FOUR HUNDRED TWENTY DOLLARS AND NO CENTS (\$66,420.00)**; and

WHEREAS, pursuant to Resolution 2018-79, the Town previously entered into that **Second Amendment** to the Original Agreement dated September 17, 2018 to increase the scope of services to add a building to the site development plan for an additional **FIFTY THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$50,395.00)** for a new total not-to-exceed amount of **TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$214,765.00)**; and

WHEREAS, pursuant to Resolution 2020-24, the Parties entered into that certain **Third Amendment** to the Original Agreement in order to reallocate tasks and to extend the contract substantial completion date until April 1, 2020 to allow for the Contractor to complete their Scope of Work due to related sewer construction delays in the Eastern Corridor Utilities Project, and to update the CDBG-DR Public Infrastructure Program's Applicable Provisions Checklist at no increase to the total contract amount; and

WHEREAS, the Contractor requires a **Fourth Amendment** to the Original Agreement in order to extend the contract substantial completion date until May 31, 2020 to allow for the Contractor to complete their Scope of Work due to related sewer construction delays in the Eastern Corridor Utilities Project at no increase to the total contract amount of **TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$214,765.00)**;

WHEREAS, the Parties desire to amend the Original Agreement pursuant to the Fourth

Amendment; and

WHEREAS, the Town of Lyons Board of Trustees desires to approve the Fourth Amendment to the Agreement with the Contractor and authorizes the Mayor to execute such Fourth 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 Fourth 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 Fourth Amendment that do not increase the 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 18th day of **MAY, 2020.**

TOWN OF LYONS

By: Nicholas Angelo
Nicholas Angelo, Mayor

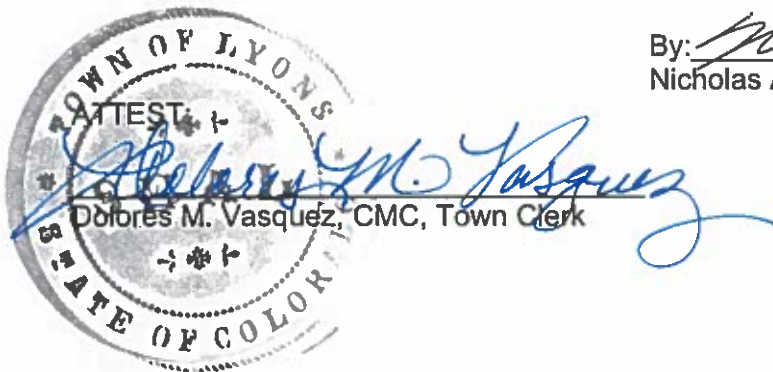


EXHIBIT 1

**Eidos Architects, P.C.
Amendment 4**

Town of Lyons, Colorado

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH EIDOS ARCHITECTS, P.C.**

Capital Improvement - Public Works Buildings Architecture and Engineering Services

This FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fourth 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 Eidos Architects, P.C. with offices at 5400 Greenwood Plaza Boulevard, Greenwood Village, CO 80111 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as a "Party".

WITNESSETH

WHEREAS, the Town entered into that certain Professional Services Agreement dated October 4, 2017 ("Original Agreement") with Eidos Architects, P.C. to perform work as specified in the Contract Documents, for a not-to-exceed cost of **NINETY-SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$97,950.00)** as part of the Public Works Buildings Architecture and Engineering Services Project (the "Project"); and

WHEREAS, Section 1.3 of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, Section 4.00 of the Original Agreement requires that both parties mutually agree in writing to extend the term of the Original Agreement; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated February 21, 2018 to increase the scope of services and budget for the Project for an additional **SIXTY-SIX THOUSAND FOUR HUNDRED TWENTY DOLLARS AND NO CENTS (\$66,420)**; and

WHEREAS, the Parties entered into that certain **Second Amendment** to the Original Agreement dated September 17, 2018 to increase the scope of services to add a building to the site development plan for an additional **FIFTY THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$50,395)** for a new total not-to-exceed amount of **TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$214,765.00)**; and

WHEREAS, the Parties entered into that certain **Third Amendment** to the Original Agreement in order to reallocate tasks and to extend the contract substantial completion date until April 1, 2020 to allow for the Contractor to complete their Scope of Work due to related sewer construction delays in the Eastern Corridor Utilities Project, and to update the CDBG-DR Public Infrastructure Program's Applicable Provisions Checklist at no increase to the total contract amount; and

WHEREAS, the Contractor requires a **Fourth Amendment** to the Original Agreement in order to extend the contract substantial completion date until May 31, 2020 to allow for the Contractor to complete their Scope of Work due to related sewer construction delays in the Eastern Corridor Utilities Project at no increase to the total contract amount of **TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$214,765.00)**;

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 Fourth Amendment.
4. **Term.** Section 4.1 of the 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 that have been completed) or **11:59 P.M. on the 31st day of May, 2020**, 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."

5. **Contract Sum and Payment.** There is no increase to the contract price with this Fourth Amendment.
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 the First Amendment, Second Amendment, or this Fourth Amendment.
7. **Conflict.** This Fourth Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Fourth 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 Fourth Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Fourth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Fourth 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 Fourth Amendment to Professional Services Agreement, Project/Service: Public Works Buildings Architecture and Engineering Services, 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 Fourth Amendment.

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



TOWN OF LYONS, COLORADO:

Approval by:

By: Nicholas Angelo
Nicholas Angelo, Mayor

EIDOS ARCHITECTS, P.C.

By: Lori M. Hanson

Printed name: Lori M. Hanson

Its: Senior Associate

Date of execution: May 20, 2020

STATE OF Colorado)

)

COUNTY OF Arapahoe) ss.

The foregoing Fourth Amendment to Professional Services Agreement was acknowledged before me this 20th day of May, 2020, by Lori M. Hanson as Senior Associate of Eidos Architects, P.C., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 05.26.2023.

DIANE L. PERRI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114020715
MY COMMISSION EXPIRES 05/26/2023

Diane L Perri
Notary Public

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