

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-96**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO APPROVING
THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH MURRAYSMITH, INC., FOR CONTRACT ENGINEERING SERVICES**

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

WHEREAS, pursuant to Resolution 2019-68, , the Town of Lyons and Murraysmith, Inc. ("Contractor") entered into that certain Professional Services Agreement dated on July 1, 2019 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)** to provide on call engineering services– RFQ Number: 2019-Contract Engineer ("Agreement"); and

WHEREAS, the draft Professional Services Agreement had been written up for a one-year term with a last minute change to three years, subject to annual appropriation, in the final version, without an adjustment to compensation to be an annual compensation; and

WHEREAS, Sections 1.3 and 10.12 of the Original Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the Town of Lyons Board of Trustees desires to adjust the contract to authorize **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)** per year subject to annual appropriation; and

WHEREAS, the Contractor's scope of work for year 1 was more than anticipated because the Town had been without a Director of Utilities and Engineering, and without a professional engineering service for several months, leading to a significant backlog of work; and

WHEREAS, the Contractor submitted an updated Scope of Work as outlined in **Exhibit A**, and an updated Schedule of Charges in **Exhibit B**, the Town of Lyons Board of Trustees desires to adjust the Not To Exceed amount to authorize **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)** in compensation through Jun 30, 2020; and

WHEREAS, the Town of Lyons Board of Trustees desires to approve the First Amendment to the Original 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 \$200,000 in compensation for Murraysmith, Inc. through Jun 30, 2020 and \$100,000 per year thereafter, subject to annual appropriation;

(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 obligations of the Town.

(c) Authorizes the Mayor to execute the Agreement and the Town Clerk to attest the Agreement when in final form.

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

ADOPTED this 15th day of June, 2020.

TOWN OF LYONS

By: Nicholas Angelo
Nicholas Angelo, Mayor



Town of Lyons, Colorado

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH.**

**Project/Services Name: Contract Town Engineer
Project #: 2019-Contract Engineer**

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 Murraysmith, Inc. with offices at 850 W South Boulder Rd Suite #200 Louisville, Colorado 80027 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2019-68, the Town and Contractor entered into that certain Professional Services Agreement dated July 1, 2019 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**; for a Contract Town Engineer; 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, the draft Professional Services Agreement had been written up for a 1 year term with a last minute change to 3 years, subject to annual appropriation, in the final version, without an adjustment to compensation to be an annual compensation

WHEREAS, the Contractor's scope of work for year 1 was more than anticipated because the Town had been without a Director of Utilities and Engineering, and without a professional engineering service for several months, leading to a significant backlog of work; and

WHEREAS, the Contractor submitted an updated Scope of Work as outlined in **Exhibit A**, and an update Schedule of Charges in **Exhibit B**, the Town of Lyons Board of Trustees desires to adjust the Not To Exceed amount to authorize **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)** in compensation through Jun 30, 2020 and **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)** per year thereafter, subject to annual appropriation; and

WHEREAS, the Parties desire to enter into this First Amendment to the Professional Services Agreement; and

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.** The Original Agreement is hereby amended by adding the documents that indicate

the correct scope of work and costs for the services as set forth specifically in documents titled “**Exhibit A** and **Exhibit B**”, copies of which are attached and incorporated herein by reference.

4. **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.
5. **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.
6. **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.

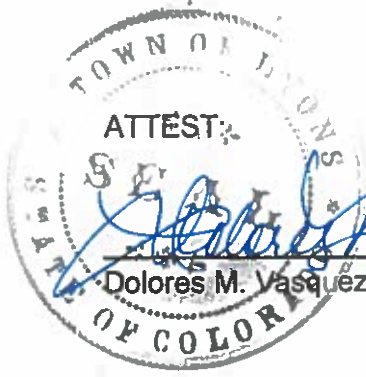
IN WITNESS WHEREOF, the Parties have executed this First Amendment to Professional Services Agreement, Project: Saint Vrain Creek Recovery to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOW

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

TOWN OF LYONS, COLORADO:



Approval by:

By: Nicholas Angelo
Nicholas Angelo, Mayor

MURRAYSMITH, INC.:

By: Joel Price

Printed name: JOEL PRICE

Its: Principal Engineer

Date of execution: June 18, 2020

STATE OF _____)
COUNTY OF _____) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me this 18 day of June, 2020, by Joel Price as Principal Engineer of Murray Smith, Inc., a Corporation.

Witness my hand and official seal.
My commission expires: 12/05/2023

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

DUSTIN GRIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194045451
MY COMMISSION EXPIRES DECEMBER 5, 2023

EXHIBIT A – Scope of Work



EXHIBIT A

SCOPE OF WORK CONTRACT TOWN ENGINEER TOWN OF LYONS

Background

Using a solicitation and interview process, the Town of Lyons (Town) sought to secure on call professional engineering services. The Town selected Murraysmith to serve as the Contract Town Engineer and signed a Professional Services Agreement effective July 1, 2019 for a one-year term with the option to renew annually.

At the time of the contract signing, it was anticipated that \$100,000 for professional engineering and engineering-related consulting services would be sufficient to support the Town's daily operations over the twelve-month contract. A few months into the contract, it was recognized that contract amount may not be enough to cover the Town's engineering needs in the first year as Murraysmith was spending more time than initially projected. However, it was determined that it was reasonable and necessary to continue responding to the immediate needs of Town staff and reevaluate the contract limits at a later date.

The Town had been without both a Director of Utilities and Engineering (Director) and professional engineering services for several months, leading to a significant backlog of work. Immediately Murraysmith began spending time reviewing development plans and floodplain development permit applications, processing right of way permits and public infrastructure construction closeout documents and providing engineering support to the Town staff managing the many on-going disaster recovery projects. Murraysmith also attended and participated in the weekly staff management meetings, disaster recovery project update meetings, and other regular weekly or biweekly conference calls.

Projects Requiring Significant Involvement

Below is a summary of the projects requiring a significant time by Murraysmith to assist the Town with engineering support, primarily focused on effort required for the large development project and the FEMA/CDBG projects. These fees are expected to be reimbursable.

Summit Housing Group – Lyons Valley Park Development: Lyons Valley Townhomes and Public Improvements:

Murraysmith provided an initial completeness review of the June submittal to the Town. The Town sent the submittal package out for referral after substantial completeness was determined, and

Murraysmith provided a detailed review of the public improvements as well as the utility infrastructure for the multi-family housing on Tract A. An additional completeness review was completed in December when the development was submitted with revisions to the number of proposed units. The project was briefly delayed until an updated package was submitted to the town in January. Murraysmith again performed a completeness review and then completed the detailed engineering review. Throughout the development review process, Murraysmtih has participated in the conference calls between the Town and the applicant. The calls began as bi-weekly calls but changed to weekly calls during the lead up to the Planning & Community Development Commission public hearing and have continued through the Board of Trustees Appeal hearing and beyond. Murraysmith has provided engineering support to Town staff when requested for plan reviews, engineering cost estimate reviews, easement requirement discussions and input regarding responses to comments during the public review process.

Town Management Weekly Meetings:

To become familiar with all of the Town staff, active projects, and general needs and concerns regarding the Town's infrastructure, Murraysmith attended the weekly management meetings. This provided an opportunity to communicate first-hand, answer questions, and continue discussions requiring Town engineer input. These meetings allowed for quick response and resolution to many routine or minor issues that kept projects moving. After the Director position was filled permanently, Murraysmith stopped attending these weekly meetings and now communicates directly to the Director on a weekly and as-needed basis specifically regarding issues requiring engineering input.

Flood Recovery Weekly Meetings:

Murraysmith had been hired to design a flood recover project, Apple Valley Waterline, prior to the contracting process for Town engineering services. Because of this project in construction, along with all of the other on-going flood recovery project, it was requested that Murraysmith participate in person or by phone in the weekly flood recovery project update meetings. Many projects have stringent schedules to be completed in accordance with funding requirements. Participating in the calls, absent a Town Director of Utilities and Engineering, allowed for prompt responses to project questions regarding design, construction, and Town standards. Now that many of the projects have progressed into the construction stage, the need for weekly participation has lessened. Also, the Director now participates in those calls and relays questions or required involvement for Murraysmith on an as-needed basis.

FEMA and CDBG Project Support:

Murraysmith has provided specific support to Town staff for flood recovery projects that has included assistance in preparing requests for proposals (RFP), reviewing the proposals received, representing the Town to answer questions during the design and construction phases of the projects, reviewing plans, estimates and construction submittals, and answering questions about

applying the Town design and construction standards for site-specific instances. The projects Murraysmith has provided engineering support to in one or more ways includes:

- Bohn Park Phase 2 Improvements
- Road Repairs - 2020 Paving Projects
- High Street and Red Gulch Storm Drainage Improvements and Coordination
- Eastern Corridor Utilities
- Public Works Building
- 2nd Avenue Bridge Replacement
- St. Vrain Streambank Restoration
- Advanced Warning System Expansion
- Lyons Valley River Park

Summary

The above listed projects have been identified as requiring significant attention by Murraysmith to support Town staff. There are numerous other projects, permits, questions, meetings, phone calls and emails that Murraysmith attended to that are not documented in this memo. Below is a summary of the costs accrued providing support to these more notable projects.

Reimbursable Projects	Fees
Lyons Valley Park - Summit Housing	\$25,600
Flood Recovery Weekly Meetings	\$7,200
FEMA/CDBG Flood Recovery Projects - Subtotal	\$14,600
Road Repairs - 2020 Paving	(\$2,500)
Stormwater	(\$5,700)
Other Projects	(\$5,200)
2nd Ave Bridge	(\$1,200)
Total	\$47,400

Anticipated Services

All the professional engineering and engineering-related consulting services provided to date have been reasonable and necessary to support the Town’s everyday operations and flood recovery project efforts. It is anticipated that the above summarized project fees of \$47,400 are reimbursable through development fee escrow, FEMA and CDBG.

Our current contract is for \$100,000 through June 30, 2020. Charges to date are approximately \$162,000. It is anticipated that an additional \$36,000 is need for April through June. Therefore, a contract change order of \$98,000 is required to cover the additional services provided to date and through June 30, 2020, the end of the current contract term. At that point, the Town can renew the contract for another year of Town engineering services.

Since the Town Director of Utilities and Engineering position has been filled, efficiencies have been implemented such that Murraysmith is being utilized on more of an as-needed basis with the requests for engineering support being funneled through the new Director. This will continue and be enhanced through the end of this contract term and into the next one, as the Director becomes more familiar with the Town's infrastructure systems and operations.

This contract year was unusual because of the vacancies in Town engineering and the Director of Utilities and Engineering for several months, leading to a significant backlog of engineering needs. It is anticipated that as the backlog of engineering needs has been addressed and the on-going flood recovery projects continue towards completion, the original level of \$100,000 of engineering services will be sufficient for the July 2020 – June 2021 and future years.

Murraysmith is thankful for the opportunity and happy to continue to provide professional engineering and engineering-related consulting services to the Town of Lyons in all capacities. However, we are also cognizant of Town budgets and want to ensure that we are providing top value to the Town staff in our support of their work. We will continue to work with the Town staff and specifically the Director of Utilities and Engineering to find efficiencies and ensure our time is value added to the Town in our professional engineering services.

2020 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2020 through December 31, 2020. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Administrative III	\$110
Engineering Designer II	\$143	Administrative II	\$101
Engineering Designer I	\$132	Administrative I	\$89

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Then-current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

