

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-100**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO APPROVING THE SECOND
AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST
CONSULTING GROUP, INC. FOR PROGRAM MANAGEMENT SERVICES FOR 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 June 10, 2019 ("Original Agreement") with Interwest Consulting Group, Inc. ("Contractor") to provide Program Management Services for Flood Recovery Construction as specified in the Contract Documents ("Project), for a not-to-exceed cost of **ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$127,200.00)**; 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 multiple sub-allocations; 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, pursuant to Resolution 2020-47 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated April 28, 2020 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, Apple Valley Water Services, 4th and Evans Roadway Improvements and Emergency Siren System Expansion Projects for an increase to the contract by **ONE HUNDRED ONE THOUSAND THREE HUNDRED DOLLARS (\$101,300.00)**; and

WHEREAS, the Contractor requires another amendment to the Agreement to increase the scope of five tasks including Apple Valley Waterline, Bohn Park Phase 2, Eastern Corridor Utilities, the St. Vrain Creek Recovery Project, and the Emergency Siren System Expansion and to reduce the scope of six tasks for a total increased amount of **THIRTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$38,468.56)** as outlined in **Exhibit 1** for a new total not-to-exceed contract amount of **TWO HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$266,968.56)** ("**Second Amendment**");

WHEREAS, the Town of Lyons Board of Trustees desires to approve the Second Amendment to the Agreement with the Contractor and authorizes the Mayor to execute such Second 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 Second 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 Second 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 15th day of JUNE 2020.

TOWN OF LYONS

By: Nicholas Angelo
Nicholas Angelo, Mayor



Dolores M. Vasquez, CMC, Town Clerk

EXHIBIT 1

**INTERWEST CONSULTING GROUP, INC
Program Management
Amendment 2**

EXHIBIT A

These tasks generally include additional efforts for management, design, and/or construction support services related to the ongoing Flood Recovery projects with the tasks 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. 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 time will also be needed to wrap up the project and finalize closeout documentation.

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

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.). With demobilization and extension of the contract timeline for the contractor, additional time will be required to wrap up the project and finalize closeout documentation.

D. Emergency Advanced Warning System (Additional Project)

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.). With the unanticipated requirement to seek a height variance for the siren as well as provide and review wind loading calculations, additional time will be required to wrap up the project and finalize closeout documentation.

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
Senior Project Manager	Program Manager	\$120.00
Project Manager	Project Manager	\$120.00

FEE AND COST SCHEDULE

Consulting Program Manager Services

Project	Original Contract Value	Amendment 1	Amendment 2	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	\$ 8,650.00	\$ 55,250.00
Bohn Park, Phase 2	\$ 21,600.00	\$ (6,500.00)	\$ 40.48	\$ 15,140.48
Pedestrian Bridge	\$ 12,000.00	\$ (10,800.00)	\$ (30.00)	\$ 1,170.00
Public Works Facility	\$ 9,600.00	\$ (9,200.00)	\$ (82.56)	\$ 317.44
Eastern Corridor Utilities	\$ 21,600.00	\$ 30,000.00	\$ 25,654.00	\$ 77,254.00
Lyons Valley River Park	\$ -	\$ 9,800.00	\$ (210.00)	\$ 9,590.00
Saint Vrain Creek Recovery Project	\$ -	\$ 38,000.00	\$ 4,800.00	\$ 42,800.00
Apple Valley Water Services	\$ -	\$ 6,800.00	\$ (440.00)	\$ 6,360.00
4th and Evans - FEMA	\$ -	\$ 5,000.00	\$ (4,700.00)	\$ 300.00
Emergency Advance Warning System	\$ -	\$ 12,000.00	\$ 4,800.00	\$ 16,800.00
Administrative Support - Program Management	\$ -	\$ 1,200.00	\$ (13.36)	\$ 1,186.64
The Contract price for the Agreement shall not exceed:	\$127,200.00	\$101,300.00	\$38,468.56	\$266,968.56

Town of Lyons, Colorado

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

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

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 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, pursuant to Resolution 2019-57, the Town and Contractor entered into that certain Professional Services Agreement, Project Number 19-TSPM-02, dated June 10, 2019 ("Original Agreement") for Contractor to provide Program Management Services for Flood Recovery Construction as specified in the Contract Documents ("Project") for a not-to-exceed cost of **ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$127,200.00)**; 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, 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 Resolution 2020-47 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to the Original Agreement dated April 28, 2020 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, Apple Valley Water Services, 4th and Evans Roadway Improvements and Emergency Siren System Expansion Projects for an increase to the contract by **ONE HUNDRED ONE THOUSAND THREE HUNDRED DOLLARS (\$101,300.00)**; and

WHEREAS, the Contractor requires another amendment to the Agreement to increase the

scope of five tasks including Apple Valley Waterline, Bohn Park Phase 2, Eastern Corridor Utilities, the St. Vrain Creek Recovery Project, and the Emergency Siren System Expansion and to reduce the scope of six tasks for a total increased amount of **THIRTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$38,468.56)** as outlined in the Scope Description and Fee and Cost Schedule in Exhibits A and B for a new total not-to-exceed contract amount of **TWO HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$266,968.56)** ("**Second Amendment**");

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:

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. **Scope of Work.** The Original Agreement is hereby amended by adding the documents that indicate the correct scope and costs for the Project as set forth specifically in documents attached hereto as **Exhibit A and B** to this Second Amendment and incorporated herein by reference.

4. **Contract Sum and Payment.** The Second sentence of Section 2.00 of the Original Agreement entitled "Commencement of and Compensation for Services" 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: **TWO HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$266,968.56)** subject to adjustment as provided by the Contract Documents ("Contract Price").

5. **Work Prior to this Second Amendment.** The Parties acknowledge and agree that the Work conducted by Contractor on and after June 10, 2019 but prior to this Second Amendment is and was subject to the Original 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

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

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

By: *Nicholas Ouyang*
Mayor or Mayor Pro Tem

Approval by Town Administrator

By: *Victoria Simonsen*
Victoria Simonsen, Town Administrator



Alfonso M. Jazquez
Town Clerk or Deputy Town Clerk

CONTRACTOR: INTERWEST CONSULTING GROUP

By: *Robert Almira*

Printed name: ROBERT ALMIRALL

Its: Sr. Project Manager

STATE OF Colorado,
COUNTY OF Boulder ss.

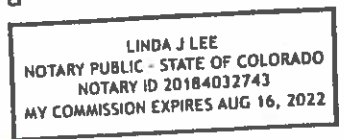
The foregoing Second Amendment to Professional Agreement was acknowledged before me this 23 day of June, 2020, by Robert Almira

Sr. Project Manager of Interwest Group, a
LLC

Witness my hand and official seal.

My commission expires: Aug. 16 2022 *Linda J Lee*

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



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.

9. Terms. Capitalized terms not otherwise defined in this Second Amendment shall have the meaning set forth in the Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Second 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 Second Amendment.

SIGNATURE PAGE FOLLOWS



**EXHIBIT A –
Amendment 2: Scope**

EXHIBIT A

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**EXHIBIT B –
Amendment 2: Fee and Cost**

EXHIBIT B

Program Management Services for Flood Recovery Construction

SCHEDULE OF PROPOSED PROJECT STAFFING

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