

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-125**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO RATIFYING
THE SEVENTH AMENDMENT TO THE CONSTRUCTION AGREEMENT
WITH CGRS, INC. FOR THE EASTERN CORRIDOR UTILITIES 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, the Town has obtained funding for the Eastern Corridor Utilities Project from both the U.S. Department of Commerce Economic Development Administration (EDA) and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) under Boulder County Collaborative Sub-allocation INF-00021; and

WHEREAS, pursuant to Resolution 2019-36, the Town and CGRS, Inc. ("Contractor") entered into that certain Construction Agreement, Project Number 05-01-05734, dated May 8, 2019 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE MILLION NINE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS (\$1,989,995.00)** (the "Project"); and

WHEREAS, Section 5.00 of the Original Agreement permits the Town to adjust the Contract Price and Section 7.00 of the Original Agreement requires that the Town pay for work beyond that described in the Original Agreement in a separate agreement signed by both the Parties prior to the commencement of the additional work; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties entered into that certain **First Amendment** to Construction Agreement dated September 18, 2019 authorizing the Contractor to perform additional services to inspect and examine the viability of abandoned water lines from the City of Longmont for use on this project in the additional amount of **THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$37,000.00)**; and

WHEREAS, the Parties entered into that certain **Second Amendment** to the Original Agreement dated October 24, 2019 in order to add critical monitoring capability and protections to the system in order to protect the downstream distribution piping in the additional amount of **FIFTEEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS AND EIGHTY-ONE CENTS (\$15,838.81)**; and

WHEREAS, the Parties entered into that certain **Third Amendment** to the Original Agreement dated December 2, 2019 to allow for the additional scope of work as defined in Change Orders 4, 5 and 6, including the rerouting of the original design in order to utilize abandoned lines from the City of Longmont and other related changes, resulting in an overall reduction to the contract amount by **(-)TWO HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND TWELVE CENTS (-\$258,557.12)**; and

WHEREAS, the Parties entered into that certain **Fourth Amendment** to the Original Agreement to extend the term of the Original Agreement to May 15, 2020 for work funded by the EDA and June 30, 2020 for all other work; and

WHEREAS, the Parties entered into that certain **Fifth Amendment** to allow for the additional scope of work as defined in Change Orders 7, 8, and 9, to upgrade the existing pump in order to increase the capacity of the Stone Canyon Lift Station to handle additional flow from the Eastern Corridor Lift Station as required by CDPHE, the Stone Canyon Lift Station Manhole Replacement, and the addition of miscellaneous construction items, resulting in an increase to the contract amount by **THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$39,951.00)**; and

WHEREAS, the Parties entered into that certain **Sixth Amendment** to account for overages, shortages and unbilled items at project close-out for an overall reduction to the contract amount by **(-)ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY CENTS (-\$115,853.50)**; and

WHEREAS, the Town's Purchasing Policies allow the Town Administrator to authorize and sign amendments to construction contracts under \$10,000 and/or for date extensions; and

WHEREAS, the Contractor and the Town Administrator have executed an amendment to the Original Agreement in order to extend the contract term to July 31, 2020 due to delays at no additional cost to the contract for a total not-to-exceed contract amount of **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)** ("**Seventh Amendment**"); and

WHEREAS, the Town Board of Trustees desires to ratify the Seventh Amendment in substantially the form attached hereto as **Exhibit 1** for the purpose of entering the Amendment 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 Seventh Amendment to the Construction Agreement for the Project in substantially the form attached as **Exhibit 1** at no additional cost to the contract for a total not-to-exceed contract amount of **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)** in substantially the form attached hereto.
- (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 Construction Agreement that does not increase the obligations of the Town.

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

ADOPTED this 3rd day of **AUGUST 2020**.

TOWN OF LYONS


Nicholas Angelo, Mayor

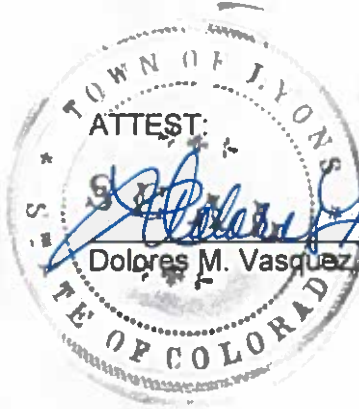


ATTEST:

Dolores M. Vasquez, CMC, Town Clerk

EXHIBIT 1: CGRS, Inc., Amendment 7

Town of Lyons, Colorado

**SEVENTH AMENDMENT TO
CONSTRUCTION AGREEMENT WITH CGRS, INC.**

**Project Name: Eastern Corridor Utilities Project
Project Number: 05-01-05734**

This SEVENTH AMENDMENT TO CONSTRUCTION AGREEMENT ("Seventh 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 CGRS, Inc. with offices at 1301 Academy Court, Fort Collins, CO 80524 (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 2019-36, the Town and the Contractor entered into that certain Construction Agreement, Project Number 05-01-05734, dated May 8, 2019 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE MILLION NINE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$1,989,995.00)** (the "Project"); and

WHEREAS, the Town has obtained funding for the Project from both the U.S. Department of Commerce Economic Development Administration (EDA) and the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) under Boulder County Collaborative sub-allocation INF-00021; and

WHEREAS, Section 5.00 of the Original Agreement permits the Town to adjust the Contract Price and Section 7.00 of the Original Agreement requires that the Town pay for work beyond that described in the Original Agreement in a separate agreement signed by both the Parties prior to the commencement of the additional work; and

WHEREAS, pursuant to the amendment provisions of the Agreement, the Parties entered into that certain **First Amendment** to Construction Agreement dated September 18, 2019 authorizing the Contractor to perform additional services to inspect and examine the viability of abandoned water lines from the City of Longmont for use on this project in the additional amount of **THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$37,000.00)**; and

WHEREAS, the Parties entered into that certain **Second Amendment** to Construction Agreement dated October 24, 2019 in order to add critical monitoring capability and protections to the system in order to protect the downstream distribution piping in the additional amount of **FIFTEEN THOUSAND EIGHT HUNDRED THIRTY-EIGHT DOLLARS AND EIGHTY-ONE CENTS (\$15,838.81)**; and

WHEREAS, the Parties entered into that certain **Third Amendment** dated December 2, 2019 to allow for the additional scope of work as defined in Change Orders 4, 5 and 6, including the rerouting of the original design in order to utilize abandoned lines from the City of Longmont

and other related changes, resulting in an overall reduction to the contract amount by **(-)TWO HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND TWELVE CENTS (-\$258,557.12)**; and

WHEREAS, the Parties entered into that certain **Fourth Amendment** to extend the term of the Original Agreement to May 15, 2020 for work funded by the EDA and June 30, 2020 for all other work; and

WHEREAS, the Parties entered into that certain **Fifth Amendment** to allow for the additional scope of work as defined in Change Orders 7, 8, and 9, to upgrade the existing pump in order to increase the capacity of the Stone Canyon Lift Station to handle additional flow from the Eastern Corridor Lift Station as required by CDPHE, the Stone Canyon Lift Station Manhole Replacement, and the addition of miscellaneous construction items, resulting in an increase to the contract amount by **THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND NO CENTS (\$39,951.00)**; and

WHEREAS, the Parties entered into that certain **Sixth Amendment** to account for overages, shortages and unbilled items at project close-out for a decrease to the contract amount by **(-)ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND FIFTY CENTS (-\$115,853.50)**; and

WHEREAS, the Parties desire another amendment to extend the term of the contract until July 31, 2020 at no increase to the contract price for a total not-to-exceed contract amount of **ONE MILLION SEVEN HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND NINETEEN CENTS (\$1,708,374.19)** ("**Seventh Amendment**"); and

NOW, THEREFORE, for the consideration herein expressed, 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 original terms and conditions of the Agreement remain in full force and effect.
3. **Scope of Work.** There is no change in the Scope of Work with this Seventh Amendment.
4. **Contract Sum and Payment.** There is no change to the Contract Sum and Payment with this Seventh Amendment.:
5. **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 Seventh Amendment.
6. **Conflict.** This Seventh Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Seventh 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 Seventh Amendment shall control.

7. **Counterparts. Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Seventh Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Seventh 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 Seventh Amendment to the Construction Agreement, Project/Service: Eastern Corridor Utilities Project, 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 Seventh Amendment.

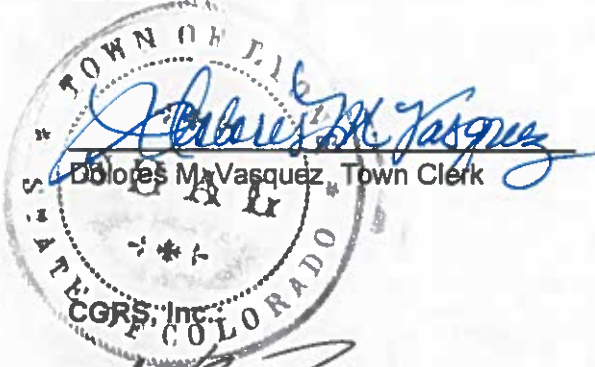
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SIGNATURE BLOCK FOLLOWS.**

THIS SEVENTH AMENDMENT TO CONSTRUCTION AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:



By: *Victoria Simonsen*
Victoria Simonsen, Town Administrator

By: *[Signature]*
Printed name: John M Turner

Its: Project Manager

Date of execution: SEPT 8, 2020

STATE OF Colorado)
COUNTY OF Lanimer) ss.

The foregoing Seventh Amendment to Professional Services Agreement was acknowledged before me this 8th day of September, 2020, by John M. Turner as Project Manager of CGRS, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 01/03/2022.

[Signature]

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

