

**TOWN OF LYONS, COLORADO
RESOLUTION 2020-141**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO APPROVING
A THIRD 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, pursuant to Resolution 2020-100 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **Second Amendment** to the Original Agreement dated June 23, 2020 in order 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)**; and

WHEREAS, the Contractor requires another amendment to the Agreement for management, design, and/or construction support services or the reallocation of funds related to the ongoing Flood Recovery projects for Apple Valley Waterline, Eastern Corridor Utilities, St. Vrain Creek Recovery, Emergency Siren System Expansion, and Second Avenue Bridge and has submitted

a request for a total increased amount of **SIXTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND NO CENTS (\$16,820.00)** as outlined in the Revised Fee and Cost Schedule in **Exhibit A** for a new total not-to-exceed contract amount of **TWO HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$283,788.56)** ("Third Amendment");

WHEREAS, the Town of Lyons Board of Trustees desires to approve the Third Amendment to the Agreement with the Contractor and authorizes the Mayor to execute such Third 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 Third 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 Third 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 8th day of **SEPTEMBER 2020.**

TOWN OF LYONS

By: 
Nicholas Angelo, Mayor

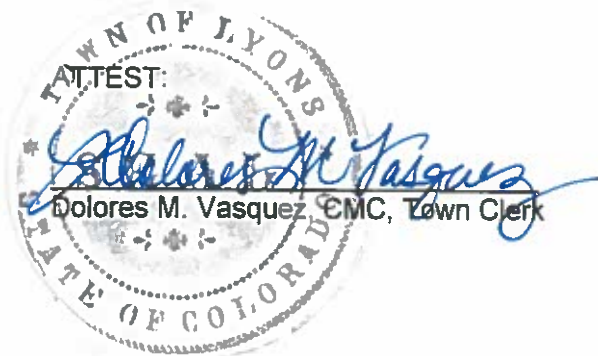


EXHIBIT 1

**INTERWEST CONSULTING GROUP, INC
Program Management
Amendment 3**

Town of Lyons, Colorado

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

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

This THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Third 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, pursuant to Resolution 2020-100 and to the amendment provisions of the Original Agreement, the Parties entered into that certain **Second Amendment** to the Original Agreement dated June 23, 2020 in order 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)**; and

WHEREAS, the Contractor requires another amendment to the Agreement for management, design, and/or construction support services or the reallocation of funds related to the ongoing Flood Recovery projects for Apple Valley Waterline, Eastern Corridor Utilities, St. Vrain Creek Recovery, Emergency Advance Warning System, and Second Avenue Bridge for a total increased amount of **SIXTEEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND NO CENTS (\$16,820.00)** as outlined in the Revised Scope and Fee and Cost Schedule in Exhibits A and B for a new total not-to-exceed contract amount of **TWO HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$283,788.56)** (“Third 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 **Exhibits A and B** to this Third Amendment and incorporated herein by reference.
4. **Contract Sum and Payment.** The Third 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 EIGHTY-THREE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$283,788.56)** subject to adjustment as provided by the Contract Documents (“Contract Price”).

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

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 Third Amendment.

7. **Conflict.** This Third Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Third 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 Third Amendment shall control.

8. **Counterparts; Facsimile or Electronic Signature Authority.** The Parties hereto agree that this Third Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Third 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 Third Amendment shall have the meaning set forth in the Original Agreement.

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

SIGNATURE PAGE FOLLOWS

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

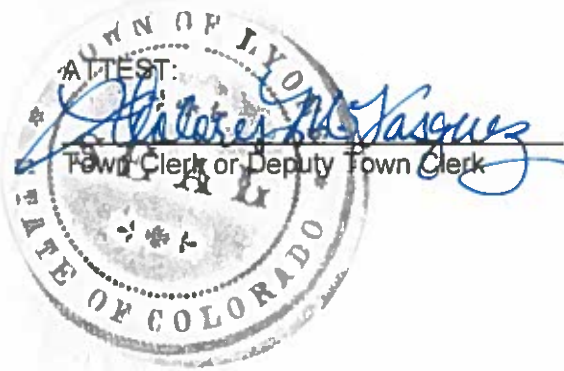
TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

By: *Nicholas Long, Sr.*
Mayor or Mayor Pro Tem

Approval by Town Administrator

By: *Victoria Simonsen*
Victoria Simonsen, Town Administrator



CONTRACTOR: INTERWEST CONSULTING GROUP

By: *Terry J. Rodriguez*

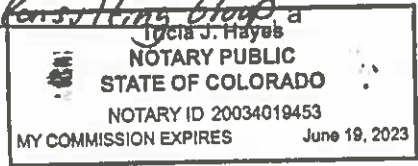
Printed name: TERRY J. RODRIGUE

Its: PRESIDENT

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Third Amendment to Professional Agreement was acknowledged before me this 10 day of September, 2020, by Terry J. Rodriguez as

President of Interwest Consulting Group a
Officer



Witness my hand and official seal.

My commission expires: 6/19/23

Terecia J. Hayes
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 with the tasks further described below. The amended fees below reflect the reallocation of fees for other tasks no longer deemed to be required and additional fees deemed necessary to complete the tasks. See the fee and cost schedule for a full accounting associated with the amendment.

A. Second Avenue Bridge

Interwest will continue to support Town staff through the end of August during the project bidding phases. Construction Administration services and project management tasks will be provided by others or under separate agreement. The budget reallocation includes time from Apple Valley Waterline and Eastern Corridor Utilities.

B. Apple Valley Waterline

Project tasks complete as of July 31, 2020. Remaining budget reallocated to Second Avenue Bridge.

C. Eastern Corridor Utilities

Project tasks anticipated to be complete as of August 31, 2020. Remaining budget reallocated to Second Avenue Bridge

D. St. Vrain Creek Recovery Project

Project completion is estimated to be mid-September with final paperwork closeout to be complete by early October. Additional time listed includes payroll review and paperwork.

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

Project	Original Contract Value	Amendment 1	Amendment 2	Amendment 3	Revised Contract Value
2nd Avenue Bridge	\$ 21,600.00	\$ -	\$ -	\$ 14,829.84	\$ 36,429.84
Flood Recovery Roadway Repair	\$ 19,200.00	\$ -	\$ -	\$ -	\$ 19,200.00
NW Utilities: Apple Valley Waterline	\$ 21,600.00	\$ 25,000.00	\$ 8,650.00	\$ (279.60)	\$ 54,970.40
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	\$ (2,730.24)	\$ 74,523.76
Lyons Valley River Park	\$ -	\$ 9,800.00	\$ (210.00)	\$ -	\$ 9,590.00
Saint Vrain Creek Recovery Project	\$ -	\$ 38,000.00	\$ 4,800.00	\$ 5,000.00	\$ 47,800.00
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
Total	\$127,200.00	\$101,300.00	\$38,468.56	\$16,820.00	\$283,788.56

The Contract price for the Agreement shall not exceed \$283,788.56