

**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 5<sup>th</sup> 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:**

ATTEST:

Approval by:

\_\_\_\_\_  
Dolores M. Vasquez, CMC, Town Clerk

By: \_\_\_\_\_  
Nicholas Angelo, Mayor

**MURRAYSMITH, INC.:**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 2020

STATE OF )  
COUNTY OF ) ss.

The foregoing First Amendment to the Professional Services Agreement was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

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

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## **EXHIBIT A – Scope of Work**

## **EXHIBIT B – Schedule of Charges**