

**Town of Mead, Colorado
THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Project/Services Name: Owner’s Representative Services

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“Third Amendment”) amends the Agreement for Professional Services entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **DITESCO, LLC**, a Colorado limited liability company, with a principal office address of 2133 S. Timberline Road, Suite 110, Fort Collins, CO 80525 (the “Contractor”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated March 30, 2021 as amended by that certain First Amendment to Agreement dated April 11, 2022 and that certain Second Amendment to Agreement dated July 20, 2022 (together, the “Agreement”), pursuant to which Contractor provides certain owner’s representative / project management services for the Town (“Services”); and

WHEREAS, the Agreement contemplates that the Contractor may, pursuant to the approval of one or more Task Orders, provide on-call Services to the Town for the Public Works Facility Project, the 3rd Street Reconstruction Project, the Community Center/Bean Plant Project, the Highland Lake Projects and future projects as determined by the Town; and

WHEREAS, Section IV.A. of the Agreement currently limits Contractor compensation to a total of six hundred seventy-three thousand dollars (\$673,000.00) (the “Total NTE Amount”); and

WHEREAS, the Board of Trustees desires to increase the Total NTE Amount of six hundred seventy-three thousand dollars (\$673,000.00) set forth in Section IV.A. of the Agreement to seven hundred fifty-seven thousand dollars (\$757,000.00) in order to account for Services provided by the Contractor pursuant to Task Order No. 2022-008 (re project & construction management services for 2023 Pavement Management Program); and

WHEREAS, Section XII.F of the Agreement requires any contract modifications to be in writing and signed by both Parties; 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 into the Third Amendment 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. **Not-to-Exceed Amount.** The second sentence of Section IV.A. of the Agreement is hereby amended to read in full as follows:

A. Not-to-Exceed Amount. [. . .] Compensation to be paid hereunder shall not exceed **Seven Hundred Fifty-Seven Thousand Dollars and No Cents (\$757,000.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. [. . .]

4. **Section IX (“Illegal Aliens”)** Deleted. Section IX is hereby deleted in its entirety and amended to read in full as follows:

IX. [RESERVED]

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

6. **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.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Agreement for Professional Services. 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.

THIS THIRD AMENDMENT is executed and made effective as provided herein.

TOWN OF MEAD, COLORADO:

ATTEST:

Mary E. Strutt, MMC, Town Clerk

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____, 2022

[Contractor signature page follows].

[Contractor signature page to Agreement for Professional Services – Third Amendment - Owner's Representative Services]

DITESCO, LLC, a Colorado limited liability company

By: _____
Keith Meyer, Owner/Principal

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Third Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 2022, by Keith Meyer as Owner/Principal of DITESCO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

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

[SEAL]