

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

**Project/Services Name: Owner's Representative Services**

**THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** ("Second 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 (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 3<sup>rd</sup> 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 fifteen thousand dollars (\$615,000.00) (the "Total NTE Amount"); and

**WHEREAS**, the Board of Trustees desires to increase the Total NTE Amount of six hundred fifteen thousand dollars (\$615,000.00) set forth in Section IV.A. of the Agreement to six hundred seventy-three thousand dollars (\$673,000.00) in order to account for Services provided by the Contractor pursuant to Task Order Nos. 2021-001, 2021-002, 2021-003 and 2021-006; 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 Second 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 **Six Hundred Seventy-Three Thousand Dollars and No Cents (\$673,000.00)** (“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. **Conflict.** This Second Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this Second 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 Second Amendment shall control.

5. **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.

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

**THIS SECOND 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 – Second 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 Second 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]