

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

Project/Services Name: Access Control and Door Hardware at Public Works Facility

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (“First Amendment”) amends the Agreement for Professional Services entered into by and between **GREELEY LOCK & KEY, LLC**, a Colorado limited liability company with offices at 2533 11th Avenue, Greeley, Colorado 80631 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). 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 February 14, 2022 (“Agreement”), pursuant to which Contractor was engaged to provide and install certain access control and door hardware at the Town’s Public Works Facility (“Scope of Work”); and

WHEREAS, Sections I.C and XII.F of the Agreement allow the Agreement to be amended by a writing signed by both Parties; and

WHEREAS, the Parties desire to include additional services in the Scope of Work and amend the Not-to-Exceed Amount to account for such additional services, as set forth in **Attachment 1** to this First Amendment.

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 Agreement 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. **Amended Scope of Work**. The Scope of Work is amended to include the procurement and installation of the necessary cabling, camera and intercom hardware, web-based monitoring software, and integration with the access control network for the Town’s Public Works Facility that is currently under construction (“Additional Services”).
4. **Not-to-Exceed Amount**. The Not-to-Exceed Amount for Contractor’s Services is increased by Twenty-Nine Thousand Sixty-Nine Dollars and Forty Cents (\$29,069.40) (“NTE Increase”) to a total Not-to-Exceed Amount of **One Hundred Twenty-Three Thousand Nine Hundred Seventy-Six Dollars and Thirty-Five Cents (\$123,976.35)**.
5. **Payment**. The Town shall pay the Contractor the NTE Increase in a single lump sum payment

within thirty (30) days of Contractor's completion of the Additional Services and Contractor's submission to the Town of a final invoice for payment.

6. **Exhibits and Exhibit References.** The cost estimate for the Additional Services is attached hereto as **Attachment 1. Attachment 1** is incorporated into the Agreement as **Exhibit C**. All references in the Agreement to **Exhibit B** shall refer to **Exhibit B** and **Exhibit C**. The defined term "Equipment" (see paragraph I.B) in the Agreement shall include the items and equipment listed in **Exhibit C**, and Section IV of the Agreement concerning warranties shall apply to the equipment listed in **Exhibit C**.
7. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First 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 First Amendment shall control.
8. **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.
9. **Effective Date.** This First Amendment shall be effective on the date of its mutual execution by the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Professional Services to be effective as set forth herein. 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 INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

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

TOWN OF MEAD, COLORADO:

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR: Greeley Lock & Key, LLC,
a Colorado limited liability company

By: _____

Printed name: _____

Its: _____

Date of execution: _____

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this _____ day of _____, 2022, by _____ (printed name) as _____ (title) of Greeley Lock & Key, 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)))

**ATTACHMENT 1
ADDITIONAL SERVICES COST ESTIMATE**

(EXHIBIT C to the Agreement)



New Location

Hillside Shopping Center
2533 11th Avenue | Greeley, CO 80631

970-353-7880 | GreeleyLockAndKey.com

Town of Mead
P.O. Box 626
Mead CO 80542

ESTIMATE

DATE	ESTIMATE #	ACCOUNT #
2/4/2022	0000014373	0007252

The customer agrees that this is a good faith estimate, based on the information available at the time the estimate was created. Actual invoice amount may be different at the completion of the listed work, due to unforeseen factors such as additional work, broken hardware, additional keys, etc]

P.O. NUMBER		TERMS	DISPATCH #	SALES PERSON	
		NET 30		0005	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT		
1.00	A500 with 16TB net storage and dual 1Gb Base-T network connection. Support for up to 25 cameras, 3 hard drives, Nvidia GeForce GPU, Ava Aware VMS, standard support, 3-year warranty and power cables included.	4,645.80	4,645.80		
1.00	802 3/3u/3x/3ab/3af/3at/3az 24 X Gigabit Poe/poe+ Ports 48 Gbps Switching Capacity 370w Poe Total Power Budget	663.25	663.25		
13.00	8MP 4K WHITE DOME IR POWERED	686.80	8,928.40		
3.00	AVA 360 White Dome 9MP	686.80	2,060.40		
13.00	Pendant mounting cap for Ava Dome and 360 cameras. White.	44.50	578.50		
13.00	Mounting arm for Ava Dome and 360 cameras. White.	66.75	867.75		
1.00	Cat6 550mhz Cmp Blue 1000ft Pullbox	398.50	398.50		
1.00	Miscellaneous Materials	250.00	250.00		
1.00	Lift rental	600.00	600.00		
1.00	Access Control Labor	7,200.00	7,200.00		
16.00	1 year subscription to Ava Aware, real-time video-analytics.	179.80	2,876.80		

TOTAL \$29,069.40

JOB LOCATION: Town of Mead P.O. Box 626 Mead CO 80542

(X) _____
This estimate subject to terms and conditions of a signed agreement