

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 58-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES BY AND BETWEEN THE TOWN OF MEAD AND KIMLEY-
HORN AND ASSOCIATES, INC.**

WHEREAS, the Board of Trustees previously approved that certain Agreement for Professional Services between Kimley-Horn and Associates, Inc., a North Carolina corporation (“Contractor”) and the Town of Mead for pavement condition assessment services dated December 2, 2019 (the “Agreement”); and

WHEREAS, the Town has need of additional services by Contractor to determine the funds needed to maintain the Town’s roadway system at its current condition and determine the funds needed to improve the overall network condition with various budget scenarios (“Additional Services”) and desires to increase the Not-to-Exceed Amount set forth in the Agreement by Four Thousand Dollars and No Cents (\$4,000.00) to cover the cost of the Additional Services; and

WHEREAS, a copy of the First Amendment to the Agreement (“First Amendment”) making such changes is attached to this Resolution as **Exhibit 1** and is incorporated herein by this reference; and

WHEREAS, the Board of Trustees desires to approve the First Amendment in substantially the form attached to this Resolution and delegate authority to the Mayor to execute the First Amendment on behalf of the Town of Mead.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) approves the First Amendment, adding the Additional Services to Contractor’s Scope of Work and increasing the Not-to-Exceed Amount of the Agreement to **Thirty-Four Thousand Five Hundred Dollars and No Cents (\$34,500.00)**, in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Attorney in cooperation with the Mayor to make any non-material changes to the First Amendment that do not increase the Town’s obligations as may be necessary; and (c) authorizes the Mayor to execute the First Amendment when in final form.


Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 26TH DAY OF MAY, 2020.

ATTEST:

By: Mary E. Strutt
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD:

By: Colleen G. Whitlow
Colleen G. Whitlow, Mayor

Exhibit 1
First Amendment to Agreement for Professional Services

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

Project/Services Name: Pavement Condition Assessment

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) amends the Agreement for Professional Services entered into by and between **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation with offices at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 (the “Contractor”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado with offices at 441 Third Street, Mead, Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated December 2, 2019 (“Agreement”), pursuant to which Contractor provides pavement condition assessment services to the Town; and

WHEREAS, Section I.B and Section XII.F of the Agreement permit the Agreement to be amended upon written agreement signed by both Parties; and

WHEREAS, the Parties desire to modify the scope of work to add additional services by Contractor and increase the contract price accordingly, as described in **Exhibit A-1** attached hereto.

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. **Scope of Work.** The additional services to be performed by Contractor shall be as set forth in **Exhibit A-1** attached hereto.
4. **Compensation.** In consideration for the additional services rendered by Contractor, the Town shall pay Contractor an additional Four Thousand Dollars and No Cents (\$4,000.00). The Not-to-Exceed Amount set forth in Section IV.A of the Agreement is hereby increased to **Thirty-Four Thousand Five Hundred Dollars and No Cents (\$34,500.00)**.
5. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. Any references in the Agreement to “Agreement” shall mean the Agreement as amended by this First Amendment. In the case of any inconsistency between this First Amendment and 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 Agreement for Professional Services, 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.

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SIGNATURE PAGE FOLLOWS

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

TOWN OF MEAD, COLORADO:

ATTEST:

Mary Strutt
Mary Strutt/MMC, Town Clerk

By: Colleen G. Whitlow
Colleen G. Whitlow, Mayor

Date of execution: 5/28/2020

KIMLEY-HORN AND ASSOCIATES, INC:

By: Brian Valentine

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Printed name: Brian Valentine

Its: Vice President

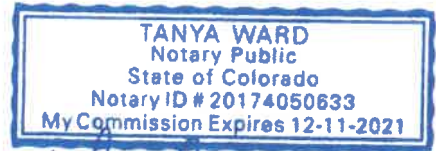
Date of execution: 5/19/2020

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing First Amendment to Agreement for Professional Services was acknowledged before me this 19th day of MAY, 2020, by Brian Valentine as Vice President of Kimley-Horn and Associates, Inc.

Witness my hand and official seal.

My commission expires: 12-11-2021



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

EXHIBIT A-1
ADDITIONAL SERVICES



May 8, 2020

Ms. Erika Rasmussen
Town of Mead – Public Works
441 Third Street
Mead, CO 80542
Email: erasmussen@townofmead.org

Re: Request for Contract Amendment – Agreement for Professional Services
Pavement Condition Assessment
Mead, Colorado

Ms. Rasmussen:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is providing this contract amendment for continued professional services relative to our existing Agreement for Professional Services – Pavement Condition Assessment contract, dated December 2, 2019.

Project Understanding

We understand the Town is requesting additional analysis with PAVER including budget scenarios to examine cost implications for multiple impacts constrained to an increased PCI of 70.

Added Scope of Services

Performance Models

Kimley-Horn will develop performance models of the pavement deterioration (also known as prediction curves) to estimate a proposed PCI of 70 based on construction history and current condition data. Kimley-Horn will utilize the data collected as part of data collection activities for the development of a performance model(s). We request the Town provide available construction history to accomplish this task. Kimley-Horn will develop a model using select data points based on construction work history developed in PAVER to estimate future PCI trends for a 5-year period. Kimley-Horn will prepare a 5-year milestone from current year PCI (2020). If the data available is insufficient to provide an adequate PCI deterioration curve, a standard deterioration curve will be assigned.

M&R Planning and Budget Scenario Analysis

Kimley-Horn will perform maintenance, repair, rehabilitation and reconstruction analysis based on current and future PCI Conditions (at 5-years). The recommended action as a result of PCI for each section will be based on the results of PAVER Customization. Kimley-Horn will evaluate the following scenarios:

kimley-horn.com

4562 South Ulster Street, Suite 1500, Denver, CO 80237

303 356 0406

- a. Unlimited Budget – Identify all current projects based on Critical PCI Criteria
- b. Constrained Budget – Based on current Town maintenance budget (\$375,000/yr)
- c. Target PCI Budget – Based on Target PCI Criteria (PCI = 70)

Kimley-Horn will provide a revision to the Pavement Condition Assessment Executive Summary distributed to the Town on March 18, 2020 including the M&R activities identified for each scenario and the planning level opinion of costs. As part of the analysis, the effects of the M&R on PCI will be evaluated. We anticipate one additional meeting via teleconference to discuss this analysis with the Town.

Fees and Invoicing

Our existing agreement with the town includes compensation not to exceed \$30,500. This amendment includes added scope for a total of \$4,000, which would increase our contract amount to a total of \$34,500.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the above added services, please have authorized persons execute a contract modification in accordance with the Agreement in place between the Town of Mead and Kimley-Horn. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. If there is a need for any change in the scope of work or schedule described in the proposal, please contact us immediately.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN, INC.



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Scott J.M. Sounart, PE
Senior Manager