

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 32-R-2021**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE FIRST  
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH KERESTES-  
MARTIN ASSOCIATES INC.**

**WHEREAS**, the Town of Mead and Kerestes-Martin Associates Inc. (“Contractor”) entered into that certain Agreement for Professional Services dated May 6, 2021 (the “Agreement”) to implement the Town’s *Wayfinding Signage and Implementation Plan*; and

**WHEREAS**, the Agreement memorializes Contractor’s obligations to prototype designs for wayfinding signage and fabricate signs, among other obligations; and

**WHEREAS**, the Town and Contractor desire to amend the Agreement as specifically set forth in that certain First Amendment to Agreement for Professional Services (the “First Amendment”), a copy of which is attached to this Resolution as **Exhibit 1** in order to adjust the not-to-exceed compensation amount set forth in Section IV.A. of the Agreement to account for the Town’s receipt of a Colorado Department of Transportation (CDOT) *Revitalizing Main Streets* program grant (the “CDOT Grant”); and

**WHEREAS**, the Board of Trustees desires to approve the First Amendment and further desires to authorize the Mayor to execute the First Amendment on behalf of the Town,

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

**Section 1.** The foregoing recitals and findings are incorporated into this Resolution as findings and conclusions of the Board of Trustees.

**Section 2.** The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form as is attached in **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the First Amendment that do not increase the Town’s financial obligations; (c) authorizes the Mayor to execute the First Amendment on behalf of the Town; and (d) delegates authority to the Town Manager or her designee to accept and execute the grant purchase order for the CDOT Grant upon presentation to the Town.

**Section 3. Effective Date.** This Resolution is effective immediately upon adoption.

**Section 4. Repealer.** All resolutions or parts of resolutions in conflict with this Resolution are repealed.

**Section 5. Certification.** The Town Clerk shall certify the passage of this Resolution and make at least one copy of the adopted Resolution available for inspection by the public during regular business hours.


**INTRODUCED, READ, PASSED, AND ADOPTED THIS 28<sup>th</sup> DAY OF JUNE, 2021.**

**ATTEST:**

By:   
Amee Brossman, Deputy Town Clerk



**TOWN OF MEAD**

By:   
Colleen G. Whitlow, Mayor

Attachment(s):

**Exhibit 1 – First Amendment to Professional Services Agreement (Kerestes-Martin Associates Inc.)**

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

**Project/Services Name: Wayfinding Signage and Implementation Plan**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“First Amendment”) amends the Agreement for Professional Services entered into by and between **Kerestes-Martin Associates Inc.**, a Pennsylvania corporation (the “Contractor”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, CO 80542 (the “Town”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, the Parties entered into an Agreement for Professional Services effective as of May 6, 2021 (“Agreement”); and

**WHEREAS**, Section XII.F. of the Agreement requires that any amendments to the Agreement be in writing and signed by the Parties; and

**WHEREAS**, Section IV.A. of the Agreement establishes a not-to-exceed compensation amount of \$200,000 for the Contractor’s Scope of Services set forth in the Agreement (“Not-to-Exceed Amount”); and

**WHEREAS**, the Town has received a grant of \$149,999 from the Colorado Department of Transportation (CDOT) – *Revitalizing Main Streets Program*; and

**WHEREAS**, the Parties desire to amend the Agreement to increase the Not-to-Exceed Amount set forth in Section IV.A. of the Agreement from \$200,000 to \$349,999, to account for the Town’s receipt of the CDOT grant.

**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. **Not-to-Exceed Amount.** The first full paragraph of Section IV.A. is hereby amended to read in full as follows:
  - A. **Not-to-Exceed Amount.** Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Three Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and No Cents (\$349,999.00)** (“Not-to-Exceed Amount”) unless a different amount is agreed

to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for Services performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

*[balance of Section IV.A. unchanged].*

4. **Compensation Exhibit.** Exhibit B of the Agreement is amended to read in full as follows:

**EXHIBIT B**  
**COMPENSATION**

Design Fee: \$15,430 (fixed fee includes phasing plan, guidelines, location map)

Design Expenses: \$13,200 (includes mock-up/prototype)

Construction Costs: \$321,369 (includes delivery, installation, and warranties)

**Total not-to-exceed compensation:**

**Three Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and No Cents (\$349,999.00).**

5. **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.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Professional Services, to be effective as of the date of its 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.

**THIS FIRST AMENDMENT is executed and made effective as provided below.**

*SIGNATURE PAGES FOLLOW*

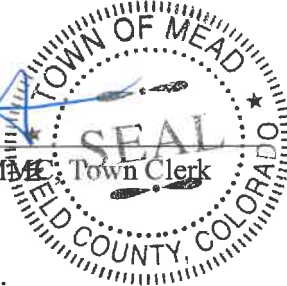
**TOWN OF MEAD, COLORADO:**

By: Colleen Whitlow  
Colleen G. Whitlow, Mayor

Date of execution: 6/28/2021, ~~2021~~

ATTEST:

MES  
Mary E. Strutt, ~~MES~~ Town Clerk



REVIEWED BY:

M. McAskin

Marcus McAskin, Town Attorney

*CONTRACTOR SIGNATURE PAGE FOLLOWS*

**CONTRACTOR:**

**KERESTES-MARTIN ASSOCIATES INC., a Pennsylvania corporation**

By: 

Name: PAMELA J. MARTIN

Title: CEO

Date of Execution: JUNE 18, 2021