

**CITY OF LEADVILLE, COLORADO  
RESOLUTION NO. 43  
SERIES 2020**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE AGREEMENT  
FOR PROFESSIONAL SERVICES WITH HOEHN ARCHITECTS, P.C.**

**WHEREAS**, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

**WHEREAS**, the City entered into that certain Agreement for Professional Services dated May 28, 2020 with Hoehn Architects, P.C. to perform bidding and construction administration services (“Agreement”) for Phase 1 of the rehabilitation of the exterior envelope of the City’s historic Tabor Opera House (“Project”), and the Agreement currently has a termination date of December 31, 2020; and

**WHEREAS**, the Agreement was amended by the First Amendment to Agreement for Professional Services to establish the City as the pass-through payment entity for the Project and allow the Tabor Opera House Preservation Foundation to assume responsibility for payment of the Project contractors, as authorized by Resolution No. 31, Series 2020; and

**WHEREAS**, the City secured federal and state grant funding for a significant portion of Project; and

**WHEREAS**, work on the Project will continue throughout much of the 2021 calendar year, and the construction administration services of Hoehn Architects, P.C. (“Contractor”) will be required for the remainder of the duration of work for the Project; and

**WHEREAS**, the City and Contractor desire to enter into a second amendment to the Agreement (“Second Amendment”), attached hereto as **Exhibit 1**, to extend the term of the Agreement and to establish a Not-to-Exceed Amount for services rendered by Contractor during the 2021 calendar year; and

**WHEREAS**, the funds for payment of the 2021 Not-to-Exceed Amount will be paid by and are contingent on the City’s receipt of grant funds from the appropriate state or federal grant entities for the cost of Contractor’s services; and

**WHEREAS**, the City Council desires to approve the Second Amendment with Contractor subject to the terms and conditions set forth in the Agreement, as amended.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Leadville, Colorado as follows:


**Section 1.** The Leadville City Council hereby: (1) approves the Second Amendment to Agreement for Professional Services between the City and Contractor in substantially the same form as attached hereto as **Exhibit 1** for an amount not to exceed **Thirty-Five Thousand Dollars and No Cents (\$35,000.00)** for the 2021 calendar year (“Not-to-Exceed Amount”); (2) authorizes the City Attorney to make such changes as may be necessary that do not materially increase the obligations of the City; (3) authorizes the Mayor to execute the Second Amendment on behalf of the City when in final form; and (4) authorizes the Deputy City Clerk to attest to the Second Amendment when in final form.

**Section 2. Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

CITY OF LEADVILLE, COLORADO

By:   
Greg Labbe, Mayor

ATTEST:

  
Deputy City Clerk

ADOPTED by a vote of 7 in favor and 0 against, and 0 abstaining, this 15th day of December, 2020.

**City of Leadville, Colorado  
SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Bidding and Construction Administration**

**THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“Second Amendment”) amends the Agreement for Professional Services entered into by and between **HOEHN ARCHITECTS, P.C.**, a Colorado corporation with offices at 3723 Summit Lane, Evergreen, Colorado 80439 (the “Contractor”) and the **CITY OF LEADVILLE, COLORADO**, a municipal corporation of the State of Colorado (the “City”). The City and Contractor may be collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Agreement for Professional Services effective as of May 28, 2020 (“PSA”), pursuant to which Contractor provides bidding and construction administration services for the Tabor Opera House Phase 1 – Rehabilitation of Exterior Envelope project; and

**WHEREAS**, the Parties subsequently entered into that certain First Amendment to Agreement for Professional Services, authorized via Resolution No. 31, Series 2020 (“First Amendment”), which amended the invoice submission and payment process of the PSA only; and

**WHEREAS**, the PSA currently terminates on December 31, 2020; and

**WHEREAS**, Sections II.A and XII.F of the PSA permit the PSA to be amended and its term extended by a writing signed by both Parties; and

**WHEREAS**, the Parties desire to amend the PSA to extend the term of the PSA through the calendar year 2021 and amend the contract price to account for Contractor’s services in 2021.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein 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 PSA, as amended by the First Amendment, remain in full force and effect.
3. **Term.** Section II.A of the PSA is hereby amended to read in full as follows:

Term. This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue until **December 31, 2021** or until terminated as provided herein (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

4. **2021 Not-to-Exceed Amount.** The Not-to-Exceed Amount for Contractor’s services provided in the calendar year 2021 (January 1, 2021 – December 31, 2021) shall not exceed thirty-five thousand dollars and no cents (\$35,000.00).

5. **Funding Source.**

- A. Contractor understands and agrees that the City has received state and federal grant funding for completion of the Tabor Opera House Phase 1 – Rehabilitation of Exterior Envelope project and that the City has not budgeted any City funds for the project, including Contractor’s services, in addition to such grant funding.
- B. Payments made to Contractor under the PSA, as amended, are contingent on the City’s receipt of the applicable grant funds to cover the costs of Contractor’s services.

6. **Conflict.** This Second Amendment is and shall be construed as part of the PSA, as amended by the First Amendment. In the case of any inconsistency between this Second Amendment and the PSA, 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.

7. **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.

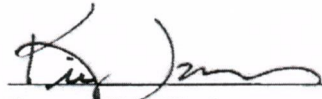
*[Remainder of page left blank intentionally – signature page follows]*

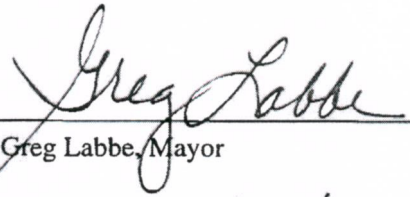
IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement for Professional Services, to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

**THIS SECOND AMENDMENT is executed and made effective as provided above.**

**CITY OF LEADVILLE, COLORADO:**

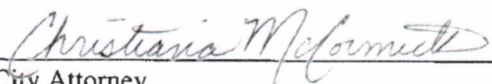
**ATTEST:**

  
Deputy City Clerk

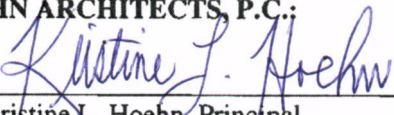
By:   
Greg Labbe, Mayor

Date of execution: 12/17/2020

**APPROVED AS TO FORM:**

  
City Attorney

**HOEHN ARCHITECTS, P.C.:**

By:   
Kristine L. Hoehn, Principal

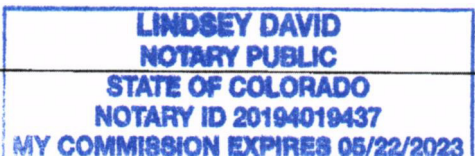
Date of execution: 12.23.2020

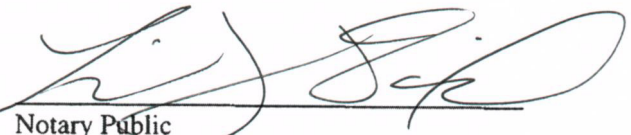
STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

The foregoing Second Amendment to Agreement for Professional Services was acknowledged before me this 23 day of December, 2020, by Kristine L. Hoehn as Principal of Hoehn Architects, P.C., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 05/22/2023



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