

FOURTH AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES (this “Third Amendment”), is made this 25th day of October, 2022, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and OHLSON LAVOIE CORPORATION, a Colorado corporation (the “Contractor”).

Recitals

This Third Amendment is made with respect to the following facts:

A. On or about April 13, 2021, the Town and Contractor entered into that certain Agreement for Goods and/or Services (the “Agreement”) pursuant to which the Contractor agreed to provide certain design services and architectural drawings for the project formerly known as the Village Center Building, currently referred to as the Slopeside Hall, Tube Storage, Day Lodge Renovation, Community Plaza, and Net-Zero Energy Projects, on property owned by the Town and known as the Frisco Adventure Park; and

B. The Town desires to expand the scope of services set forth in the Agreement to include design services for Construction Administration and Closeout for the Slopeside Hall, Tube Storage, Day Lodge Renovation, Community Plaza, and Net-Zero Energy Projects, and to adjust the Contractor’s compensation for services accordingly; and

C. The Contractor desires to provide the additional design services and drawings and to adjust the compensation as set forth in this Fourth Amendment; and

D. Accordingly, the Town and Contractor desire to amend the Agreement to provide for the additional services and authorize the additional expenditure as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Contractor agree that this Fourth Amendment shall amend the Agreement as follows:

SECTION 1. The Additional Service Proposals that are attached hereto for:

Provision of construction phase design services for the Slopeside Hall, Tube Storage, Day Lodge Renovation, Community Plaza and Net-Zero Energy Projects.

are hereby incorporated, by this reference, into Attachment A to the Agreement and are intended to be a part of the Project and Scope of Services under the Agreement.

SECTION 2 Section 4.1 of the Agreement, concerning compensation to the Contractor for its services, is hereby amended to read in its entirety as follows:

Section 4.1 Compensation: CONTRACTOR shall be compensated for its services under this agreement on a task and deliverables basis, but in no event to exceed the sum of FIVE HUNDRED EIGHTY EIGHT THOUSAND, NINE HUNDRED AND THIRTY NINE DOLLARS (\$588,939). A schedule of tasks, deliverables, and reimbursable expenses for the CONTRACTOR's work under this Agreement is set forth in Attachment B hereto, and in the Additional Services Proposals that concern the provision of construction phase design services for the Slopeside Hall, Tube Storage, Day Lodge Renovation, Community Plaza and Net-Zero Energy Projects. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

SECTION 3 All capitalized terms used in this Fourth Amendment shall have the same meaning as provided in the Agreement, unless otherwise defined herein. Except as expressly amended by this Fourth Amendment, the Agreement shall remain in full force and effect. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Fourth Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Fourth Amendment shall in all respects supersede, govern, and control.

IN WITNESS WHEREOF, the Town and Contractor have caused these presents to be executed by their duly authorized officers, as of the date first above written.

TOWN OF FRISCO

ATTEST:

Name:

Title:

Hunter Mortensen, Mayor

OHLSON LAVOIE CORPORATION

By:

Name: _____

Title: _____

Additional Services Proposal (ASP)

Please return to Ohlson Lavoie Corporation

Project #: 21008.00
Project: Frisco Peninsula Recreation Area
Village Center (now Slopeside Hall)
To: Diane McBride, Acting City Manager

ASP#: 007
ASP Date: 07-08-22, rev. 10/7/22

Email:
dianem@townoffrisco.com
Email:

Cc:

In reference to the original agreement between the Owner and OLC dated:

March 23rd, 2021

Owner: Town of Frisco Colorado
P.O. Box 4100
Frisco, CO 80443

Architect: Ohlson Lavoie Corporation
400 Santa Fe Dr.
Denver, Colorado 80204
(303) 294-9244, Tel
(303) 294-9440, Fax
www.olcdesigns.com

DESCRIPTION: (Continued on attached sheets)

As requested, the design team is providing the attached additional fees to provide construction phase design services for the Slopeside Hall, Tube Storage, Day Lodge, Community Plaza and Net-Zero Energy Projects. Should any of these individual projects not move forward with construction or do not require CA/Closeout then OLC will not invoice for those services.

Additional Fees:

Construction Administration and Closeout

\$111,240

CONSULTANTS REQUIRED:

☒ Civil ☒ Landscape. ☒ Struct. ☒ Mech./Plumb ☒ Elec. ☐ Aquatics ☐ Food Svc. ☐ Acoustic ☐ Other Energy Consultant

Fee And Time Summary:

All A/E services required to complete this ASP shall be Additional Services in accordance with article I of the Agreement, and are summarized as follows:

Additional Services Fee:	\$ 111,240.00	<input checked="" type="checkbox"/> Fixed	<input type="checkbox"/> Maximum	<input type="checkbox"/> Hourly
Additional Services Time:	12 months	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Estimated	
Start Date:	Upon Approval	<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimated	
Completion Date:	TBD	<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimated	
Expenses:	\$ 2,500.00	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Estimated	Multiplier = 1.0

Issued By:



10-07-22 Robert L. McDonald

ARCHITECT

Date: Print Name:

Authorized By:

By signing below, I authorize the Additional Services as described herein and affirm that I am authorized to enter into this agreement.

Owner

Date: Print Name:

Fee Summary - Frisco Adventure Park New Village Center

Scope of Work	Lump Sum Fees	Construction Admin & Closeout
Total Fee Including ASP's	\$	108,740
Estimated Reimbursables	\$	2,500
Total Fee including Reimbursables	\$	111,240

Fee Summary - Frisco Adventure Park Slopeside Hall

JVA (Civil Engineering)	\$	5,000
Stolfus (Traffic Engineering)	\$	-
Norris (Landscape Architecture)	\$	1,500
OLC (Architecture)	\$	20,580
Integral (Structural)	\$	16,000
The Ballard Group (M/P)	\$	1,500
AE Design (Electrical)	\$	2,250
Cumming, LLC (Cost Estimating)	\$	-
AE Design (Security)	\$	-
AE Design (Paging/Bkg Music)	\$	-
AE Design (A/V)	\$	-
Total Fee	\$	46,830

Fee Summary - ASP 002 - Tube Storage

JVA (Civil Engineering)	\$	2,000
Stolfus (Traffic Engineering)		
Norris (Landscape Architecture)		
OLC (Architecture)	\$	2,200
Integral (Structural)	\$	2,000
The Ballard Group (M/P)		
AE Design (Electrical)		
Cumming, LLC (Cost Estimating)		
AE Design (Security)		
AE Design (Paging/Bkg Music)		
AE Design (A/V)		
Total Fee	\$	6,200

Fee Summary - ASP 003 Frisco Adventure Park Day Lodge

JVA (Civil Engineering)		
Stolfus (Traffic Engineering)		
Norris (Landscape Architecture)		
OLC (Architecture)	\$	12,500
Integral (Structural)	\$	6,000

The Ballard Group (M/P)	\$	1,440
AE Design (Electrical)	\$	900
Cumming, LLC (Cost Estimating)		
AE Design (Security)		
AE Design (Paging/Bkg Music)		
AE Design (A/V)		

Total Fee	\$	20,840
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Fee Summary - ASP 004 Community Plaza

JVA (Civil Engineering)	\$	5,000
Stolfus (Traffic Engineering)		
Norris (Landscape Architecture)	\$	12,450
OLC (Architecture)	\$	3,500
JVA (Structural)	\$	3,500
The Ballard Group (M/P)		
AE Design (Electrical)		
Cumming, LLC (Cost Estimating)		
AE Design (Security)		
AE Design (Paging/Bkg Music)		
AE Design (A/V)		

Total Fee	\$	24,450
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Fee Summary - ASP 005 Net Zero

Scope of Work	Lump Sum Fees
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JVA (Civil Engineering)		
Stolfus (Traffic Engineering)		
Norris (Landscape Architecture)		
OLC (Architecture)	\$	4,000
Integral (Structural)	\$	3,500
The Ballard Group (M/P)	\$	1,000
AE Design (Electrical)	\$	1,000
Cumming, LLC (Cost Estimating)		
PCD Engineering (Energy Model)	\$	920
AE Design (Paging/Bkg Music)		
AE Design (A/V)		

Total Fee	\$	10,420
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