

Town of Lyons, Colorado

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT WITH DREAM BUILDERS, INC

Project/Services Name: US36 Waterline Repair Project
Project #: 24-US36WATERLINE-01

This FIRST AMENDMENT TO CONSTRUCTION AGREEMENT ("First Amendment" is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and Dream Builders, Inc whose address is 5940 W Atlantic Drive, Lakewood, CO 80227 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2024-95, the Town and Contractor entered into that certain Construction Agreement dated November 4, 2024 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **SEVENTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$76,400.00)** as part of the Construction Services for the US36 Waterline Project, Project # 24-US36WATERLINE-01 (the "Project"); and

WHEREAS, Section 7.00 of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, pursuant to the amendment provisions of the Original Agreement, the Parties desire to enter into a **First Amendment** to the Original Agreement to add scope for additional pipe replacement and the replacement of a nonfunctional fire hydrant for an increase to the contract amount by **FOURTEEN THOUSAND NINE HUNDRED AND THIRTY DOLLARS AND ZERO CENTS (\$14,930.00)**; and

WHEREAS, the Parties desire to enter into this First Amendment to the Construction Agreement.

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 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 Agreement remain in full force and effect.
3. **Scope of Work.** The Scope and Fee is updated with this amendment to include the replacement of three air/vacuum valves.
4. **Contract Sum and Payment.** The first sentence of Section 5.00 of the Original Agreement entitled "Contract Sum and Payment" is hereby amended to read in full as follows:

The Owner shall pay to the Contractor for the performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the not-to-exceed sum of **NINETY-ONE THOUSAND THREE HUNDRED AND THIRTY DOLLARS AND ZERO CENTS (\$91,330.00)** subject to adjustment as provided by the Contract Documents ("Contract Price").

5. **Term.** There is no change to the Term of the Original Agreement.
6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to "Agreement" shall refer to the Original Agreement as amended by this First Amendment.
7. **Conflict.** This First Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this First Amendment and the Original 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.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Construction Agreement, Project: Construction Services for the HSPS Discharge Pipe Upgrades Project, 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOW

THIS FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

ATTEST:

Approval by:

Dolores M. Vasquez, CMC, Town Clerk

By: _____

Hollie Rogin, Mayor

Date of Execution: _____, 2025

DREAM BUILDERS, INC

By: _____

Printed Name: _____

Its: _____

STATE OF _____
COUNTY OF _____)
) ss.

The foregoing First Amendment to the Construction Agreement was acknowledged before me

this _____ day of _____, 2025, by _____ as _____ of
_____, a _____.

Witness my hand and official seal.
My commission expires: _____.

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