

Town of Lyons, Colorado

**FIRST AMENDMENT TO
CONSTRUCTION AGREEMENT WITH CGRS INC.**

**Project/Services Name: Construction for the Welch Ct. Sewer & First Ave. Waterline Project:
Project #:21-WCFA-02**

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 CGRS Inc whose address is 1301 Academy Ct. Fort Collins, CO 80524 is PO Box 820, Longmont, CO 80502 (the "Contractor"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2021-67, the Town and Contractor entered into that certain Construction Agreement dated November 2nd, 2021 ("Original Agreement") for the Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **Two Hundred Thirty-Eight Thousand Three Hundred Eighty DOLLARS and 00/100 DOLLARS (\$238,380.00)**; as part of the Construction Services for Stormwater Improvements Project, Project # 21-WCFA-02 (the "Project"); and

WHEREAS, Section 7 of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the contractor requires an amendment to additional scope and fee, for an increase of **THREE THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS AND NINE CENTS (\$3,480.09)**, for a total not-to-exceed contract amount of **TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NINE CENTS (\$241,860.09)** ("First Amendment");

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 Town became aware of a broken water main while the Contractor was working on the project. The Town requested the Contractor fix the broken water main under an emergency need.
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 performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the not-to-exceed sum of **TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NINE CENTS (\$241,860.09)** subject to adjustment as provided by the Contract Documents ("Contract Price").

5. **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.
6. **Conflict.** This First Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this Second 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.
7. **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, 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.



ATTEST:

Manissa Davis
~~Dolores M. Vasquez, CMC, Town Clerk~~
Manissa Davis, Deputy Town Clerk

TOWN OF LYONS, COLORADO:

Approval by:

By: Victoria Simonsen
Victoria Simonsen, Town Administrator

Date of execution: February 11th, 2022

CGRS INC.

By: [Signature]

Printed name: Eric Hick

Its: President / CEO

STATE OF COLORADO)
COUNTY OF LARIMER) ss.

The foregoing First Amendment to the Construction Agreement was acknowledged before me
this 8th day of February, 2022, by Eric Hick as President/CEO of
CGRS, Inc., a Colorado Corporation

Witness my hand and official seal.
My commission expires: 01/03/2026

[Signature]

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



