

ADAMS COUNTY, COLORADO
CONSTRUCTION AGREEMENT

AMENDMENT ONE
2018 Street Seal Program

THIS AMENDMENT ONE ("Amendment One") is made this 10 day of JULY 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and A-1 **CHIPSEAL COMPANY**, located at 2505 E. 74th Avenue, Denver, Colorado 80229, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on April 17, 2018, the County entered into Construction Agreement #IFB 2018.403 with A-1 ChipSeal Company to provide the 2018 street seal program, and,

WHEREAS, the County and the Contractor mutually desire to amend the Construction Agreement to increase the agreement amount by \$146,080.00 to add the Front Range Airport east entrance access road project, pursuant to **Section 10 Change Orders and Section 5 Payment and Fee Schedule**.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall pay the Contractor to provide construction services for Front Range Airport east entrance access road project under Amendment One in accordance with **Section 10 Change Order and Section 5. Payment and Fee Schedule** for an additional sum not to exceed one hundred-forty-six thousand, eighty dollars and no cents (\$146,080.00).
2. The amount of the Construction Agreement is being changed from \$718,639.25 to \$864,719.25.
3. The term of the Service Agreement is unchanged.
4. The Service Agreement, and Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that is not amended or modified by Amendment One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Construction Agreement, and Amendment One the terms, conditions, and provisions of Amendment One shall prevail.
5. The Recitals contained in Amendment One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.

6. Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Nothing expressed or implied in Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of Amendment One is determined to be unenforceable or invalid for any reason, the remainder of Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Construction Agreement.
9. Each party represents and warrants that it has the power and ability to enter into Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By:

Mary Hutz
Chair

7/10/18
Date

**CONTRACTOR:
A-1 CHIPSEAL COMPANY**

By:

Daniel J. Ginzmalu
Name (Print or Type)

Date

[Signature]
Authorized Signature

President
Title

ATTEST:
Stan Martin
Clerk and Recorder

Stannah

APPROVED AS TO FORM
Adams County Attorney's Office

By: [Signature]
Attorney Signature