

ADAMS COUNTY, COLORADO  
FIRST AMENDMENT TO  
CONSTRUCTION AGREEMENT 2019.304

THIS FIRST AMENDMENT TO CONSTRUCTION AGREEMENT 2018.431 is entered into this 20 day of FEBRUARY, 2019, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, ("County") and Alpine Roofing Co. Inc., located at 4780 York Street, Denver, Colorado 80216, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on August 14, 2018, the County entered into a Construction Agreement 2018.431 with the Contractor to furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all the work shown on the plans and described in the specifications for the Construction for the Waymire Dome Roof Replacement; and,

WHEREAS, the County and the Contractor mutually desire to add the changes to the Construction Agreement as described in and attached as Exhibit "A"; and,

WHEREAS, the County and the Contractor mutually desire to extend the term of the contract.

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 reimburse the Contractor for the work provided under this First Amendment in accordance with Section V of the Construction Agreement and exhibit A attached to this First Amendment. Adams County will pay Alpine Roofing Co Inc., for the additional construction work on the Waymire Dome Roof Replacement Project in the not to exceed amount of \$18,203.00 for a total contract amount of \$679,458.00.
2. The Term of the Agreement shall be extended to June 30, 2019.
3. The Construction Agreement and this First Amendment 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 Construction Agreement that are not amended or modified by this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Construction Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This First Amendment 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.
6. Nothing expressed or implied in this First Amendment 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 this First Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this First Amendment, 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**

Steven J. Dorris  
Chair

2/26/19  
Date

**ATTEST: JOSH ZYGIELBAUM  
CLERK AND RECORDER**

Approved as to form:

Emma  
Deputy Clerk

D. Delata  
Adams County Attorney's Office

*RJT*  
Alpine Roofing Co. LLC, Inc.

Robin J. Tichy  
Signature Robin J. Tichy, President

2/14/19  
Date