

FIRST AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR GOODS AND/OR SERVICES (this “First Amendment”), is made this 26th day of September, 2023, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and Sno-Engineering, Inc, DBA: SE Group a New Hampshire Corporation, as independent contractor, hereinafter referred to as (the “Contractor”).

Recitals

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

A. On or about March 22, 2022, 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 planning services for the USFS proposal or Resource Management and NEPA Review in Frisco’s Backyard; and

B. The Town desires to expand the scope of services set forth in the Agreement to include an expanded scope of area consisting of approximately 2,850 acres, include compliance with requirements in relation to the Camp Hale – Continental Divide National Monument designation including a more robust alternatives development process, more opportunities for public involvement, additions to resource analysis, and an increase in the number of prepared documents; and

C. The Contractor desires to provide the additional design services and drawings and to adjust the compensation as set forth in this First 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 First Amendment shall amend the Agreement as follows:

SECTION 1. The Additional Service Proposals that are attached hereto and titled Change Order Request for Continued NEPA Support of the Frisco Backyard Fuels and Recreation Project Environmental Assessment, dated August 16, 2023 from SE Group to Katie Kent, Community Development Director, 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 SIX HUNDRED AND TWENTY-ONE THOUSAND SIX HUNDRED AND TWENTY-FOUR DOLLARS (\$621,624). 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 an expanded scope of area consisting of approximately 2,850 acres, include compliance with requirements in relation to the Camp Hale – Continental Divide National Monument designation including a more robust alternatives development process, more opportunities for public involvement, additional to resource analysis, and an increase in the number of prepared documents. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

SECTION 3 All capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement, unless otherwise defined herein. Except as expressly amended by this First 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 First Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this First 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:

Stacey Nell, Town Clerk

Hunter Mortensen, Mayor

Sno-Engineering, Inc. DBA SE Group

By:

Name: _____

Title: _____