

## **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 12<sup>th</sup> day of October, 2021, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the "Town"), and OHLSON LAVOIE CORPORATION, a Colorado corporation (the "Contractor").

### **Recitals**

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

A. On or about April 13, 2021, 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 design services and architectural drawings for the project known as the Village Center Building on property owned by the Town and known as the Frisco Adventure Park; and

B. The Town desires to expand the scope of services set forth in the Agreement to include design services and architectural drawings for a tube storage enclosure, the addition of an elevator and the expansion of the kitchen in the Day Lodge, and the expansion of the community plaza, and to adjust the Contractor's compensation for services accordingly; 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 for:

1. Design of a tube storage enclosure;
2. Design of a Day Lodge elevator and kitchen expansion; and
3. Design of an expanded Community Plaza;

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 THREE HUNDRED AND THIRTEEN THOUSAND FIVE HUNDRED AND SIXTY-TWO DOLLARS (\$313,562). 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 the tube storage enclosure, the Day Lodge elevator and kitchen expansion, and the expanded community plaza. 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:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

\_\_\_\_\_  
Hunter Mortensen, Mayor

OHLSON LAVOIE CORPORATION

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_