

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE
2024 MISCELLANEOUS CONCRETE PROJECT, CITY PROJECT NO.
24-05**

THIS FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT TO THE 2024 MISCELLANEOUS CONCRETE PROJECT, CITY PROJECT NO. 24-05 (“First Amendment”) is entered into by and between E&M Concrete, LLC, Inc, whose business address is 615 East 77th Avenue, Denver, CO 80229 (the “Contractor”) and the CITY OF LITTLETON, COLORADO (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS the City and Contractor entered into the Construction Agreement for the 2024 Miscellaneous Concrete Project, City Project No. 24-05, dated August 8, 2024 (the “Agreement”), as more fully described in the Agreement; and

WHEREAS the City and Contractor desire to enter into this Amendment to adjust the contract price due to additional unforeseen work.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. Section 1.1 of the Agreement, entitled “Project,” is hereby amended to incorporate all additional work to be performed by and at the prices set forth in Exhibit “A-1,” attached hereto and incorporated by reference. Contractor shall perform all such additional Work consistent with all requirements and provisions of the Agreement, including, but not limited to, furnishing a revised performance and payment bond for the increased value of the Work.
2. Section 1.4 of the Agreement, entitled “Contract Price,” is hereby amended to increase the Contract Price under this Amendment in the amount of **\$121,666.13** for a total payable and aggregated amount of **\$1,145,699.13** as stated within Exhibit “A-1”.
3. Except as expressly modified by this First Amendment, the Construction Agreement shall remain in full force and effect and any obligations to be performed under the Construction Agreement by either party are neither waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this First Amendment.
4. **Authority.** The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment for the parties and to bind the parties to its terms. The signatories represent and warrant

that each has legal authority to execute this First Amendment for the party he or she represents and to bind that party to its terms.

5. **Counterparts; Execution.** This First Amendment may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

[Signatures on Following Page]

EXECUTED THIS _____ DAY OF _____, 2025.

CITY OF LITTLETON

KYLE SCHLACHTER, MAYOR

ATTEST:

COLLEEN NORTON
CITY CLERK

DATE

APPROVED AS TO FORM:

REID BETZING
CITY ATTORNEY

DATE

CONTRACTOR
E&M CONCRETE, LLC

ERICK ESPINOZA
OWNER/PRESIDENT

DATE

EXHIBIT A-1

Amendment No. 1 to the Construction Agreement

PROJECT TITLE: 2024 Miscellaneous Concrete Project
PROJECT NUMBER: 24-05
CONTRACT DATE: 8/8/2024
CONTRACTOR: E&M Concrete, LLC

SCOPE OF WORK – CHANGE ORDER DESCRIPTION

Throughout the project, additional unanticipated work needed to be completed. The details of each are contained in Change Order Nos. 1, 2, and 3.

Change Order No. 1

The City of Littleton received a complaint from SeeClickFix regarding damaged concrete sidewalk, curb, and gutter at the bus stop located at S. Broadway and S. Grant Way. The City of Littleton (City) Project Engineer assessed the damaged concrete and determined that the concrete required replacement. At the direction of the Project Engineer, E&M Concrete, LLC. (E&M), the general contractor for the 2024 Misc. Concrete Project, performed replacement of the sidewalk, curb, and gutter at the bus stop on S. Grant Way and at locations to the South and North of the S. Grant Way intersection that were damaged. The work was conducted over a weekend in order to cause minimal disruption to traffic. The work conducted at S. Broadway and S. Grant Way was completed on a time and materials basis. A quote for the work was provided to the City for review. The quote for the work was approved for \$66,270.61. The original contract value for the project had a remaining budget of \$61,799.48. This change order request is to increase the contract value by \$4,471.13.

Change Order No. 2

E&M notified the City that additional detection warning plates were needed for the ADA curb ramps in the Southpark Filing 1 neighborhood due to the large scale of the radius. The Project Engineer approved directional ramps for the neighborhood. The additional detection warning plates were not included as part of the original bid as the existing ramps did not have directional ramps. A quote was provided to the City for additional ramps for review. The quote for the work was approved for \$4,680.00. This change order request is to increase the contract value by \$4,680.00.

Change Order No. 3

Additional work was completed by E&M at the direction of the Project Engineer to address concrete curb, gutter, and sidewalk that was deemed unsafe and would be found negligible if the City did not replace. Additional damaged concrete was identified as the contractor was performing work on W. Peakview Avenue. E&M notified the City that significant damage to sidewalk was identified on S. Crocker St., S. Louthan St., S. Datura St., and S. Elmwood St. and should be assessed for removal and replacement. The project engineer and project team

mistakenly moved into this neighborhood after identifying one SeeClickFix Item and began fixing other severely damaged concrete on the streets. The stones removed and replaced posed a safety hazard to residents and required removal, however were not identified within the original project. This change order request is to increase the contract value by \$112,515.00.

CHANGE TO CONTRACT TIME

There will be no change to the contract time.

CHANGE TO CONTRACT PRICE

- Original Contract Price
 - \$1,024,033.00
- The Contract Price due to this Amendment will be increased by
 - \$121,666.33
- The new Contract Price due to this Amendment will be:
 - \$1,145,699.13