

**AMENDMENT NO. 3 TO
CONSTRUCTION CONTRACT**

This Amendment to a construction contract (“Amendment”) is executed to be effective as of February 15, 2022, by and between the City of Pueblo, a municipal corporation (“City”) and Doug Vaughn, LLC, a Colorado Limited Liability Company (“Contractor”).

WHEREAS, City and Contractor entered into that certain construction contract dated June 22, 2020 for Bid Number 20-030 (SR2002) which has subsequently been amended by Amendment Nos. 1 and 2 (the construction contract and prior Amendment Nos. 1 and 2 shall be collectively referred to herein as the “Construction Agreement”); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Contractor hereby agree to the following:

1. The Amended Request for Quotation attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement and the Request for Quotation set forth at Article 1.B of the Construction Agreement are amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Amended Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment including but no limited to furnishing a payment and performance bond on or before February 21, 2022, in compliance with Section 3.124 of the Construction Agreement. The payment and performance bond shall be in the total amount of \$1,687,902.00 which amount includes the previously amended contract amount of \$1,637,902.00 and the additional contract amount of \$50,000.00 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be March 15, 2022.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not 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 Amendment.

3. This Amendment and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

City of Pueblo, a municipal corporation,

Balance of Appropriations Exist for this Amendment and
Funds are Available:

By: _____
Name: Naomi Hedden
Title: Director of Purchasing

Director of Finance

Attested by: _____

Approved as to Form:

City Clerk

City Attorney

Doug Vaughn, LLC, a Colorado Limited Liability Company

By: _____

Name: Doug Vaughn

Title: Owner

**EXHIBIT 1
AMENDED REQUEST FOR QUOTATIONS**

BID NO. 20-030 (SR2002)

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule (this schedule reflects the same Unit Price for every bid item as indicated in the original bid – This is a continuation of the original contract):

| Additional Work Item | Quantity | Unit Price | Total |
|---|----------|-------------|-------------|
| Curb ramp upgrades, utility relocation, and concrete and asphalt repair | 1 LS | \$50,000.00 | \$50,000.00 |
| Grand Total | | | \$50,000.00 |

(_____ Dollars)

The undersigned has examined the quantities shows against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

Doug Vaughn, LLC, a Colorado Limited Liability Company

By: _____
Name: Doug Vaughn
Title: Owner