

**SECOND AMENDMENT TO LYNN R. MORGAN WATER TREATMENT FACILITY
EXPANSION CMAR CONTRACT**

This Second Amendment to Lynn R. Morgan Water Treatment Facility Expansion CMAR Contract (the "Second Amendment") is made and entered into this 14th day of May, 2019 (the "Effective Date") by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Garney Companies, Inc., an independent contractor with a principal place of business at 7911 Shaffer Parkway, Littleton, Colorado 80127 ("Contractor") (each a "Party" and collectively the "Parties")

WHEREAS, on December 26, 2018, the Parties entered into the Lynn R. Morgan Water Treatment Facility Expansion CMAR Contract (the "Contract"); and

WHEREAS, on February 26, 2019, the Parties entered into the First Amendment to the Contract; and

WHEREAS, the Parties wish to amend the Contract a second time as provided herein.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 4.01 Contract Time: C, of the Contract is hereby amended to read as follows:

4.01. Contract Time:

C. The Contract Time and date for Substantial Completion shall be August 6, 2020. Final Completion shall be September 2, 2020.

2. Section 5.02 of the Contract is hereby amended to read as follows:

5.02. Construction phase services:

A. In full consideration of Contractors Services during the Construction Phase of this Contract, Owner will pay to Contractor \$8,750,768, which amount is based on Cost of work based on 90% documents for \$7,802,567, design completion contingency 90% to 100% at 2.5%, for \$ 195,064, a cost of \$119,964 for bonds and insurance and Contractor's mark-up of 7.8%, or \$633,172. This payment is in addition to the previously authorized Pre-Construction Phase Services of \$24,210 and the early procurement of membranes from Evoqua Water Technologies for \$2,011,057.

3. Section 9.01 of the Contract is hereby amended by the addition of new subsections 9, 10 and 11, to read as follows:

9. Construction Drawings, which is not attached hereto

10. Construction Specifications, which is not attached hereto.

11. Detailed Guaranteed Maximum Price (GMP) cost proposal, which is not attached hereto.

3. Except as expressly modified herein, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Jessica Koenig, Town Clerk

CONTRACTOR

By:



STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me this um day of May, 2019, by JOEL HEIMBUCK as DIRECTOR of GARNEY COMPANIES, INC.

My commission expires: 6/17/2021

(SEAL)



Notary Public

NIKIA STEPPINS
Notary Public
State of Colorado
Notary ID # 20094019560
My Commission Expires 06-17-2021