

**First Amendment to Town of Erie  
Wellfield and Conveyance Project CMAR Contract**

This First Amendment to Town of Erie Wellfield and Conveyance Project CMAR Contract (the "First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (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 Ellingson-DTD, an independent contractor with a principal place of business at 56113 State Highway 56, West Concord, Minnesota 55985 ("Contractor") (each a "Party" and collectively the "Parties")

WHEREAS, on October 21, 2020, the Parties entered into the Town of Erie Wellfield and Conveyance Project CMAR Contract (the "Contract"); and

WHEREAS, the Parties wish to amend the Contract 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 3.01.C. of the Contract is hereby amended to read as follows:

3.01. Contract Time:

C. The Contract Time and date for Substantial Completion shall be August 16, 2021. The date for Final Completion shall be August 31, 2021.

2. Section 4.02. of the Contract is hereby amended to read as follows:

4.02. Construction phase services:

A. In full consideration of Contractor's Services during the Construction Phase of this Contract, Owner will pay to Contractor a Guaranteed Maximum Price of \$1,077,765 which includes:

- Cost for work based on 100% documents
- Cost for bonds and insurance
- Cost for General Conditions
- Contractor Markup
- Construction Phase Contingency Items, Bid Items 9 and 12;

This Construction Phase Services payment is in addition to the previously authorized Pre-Construction Phase Services of \$25,000.

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

5.02. Construction Phase Services Progress Payments; Retainage

- A. Progress payments shall be in an amount equal to 95% of the Work actually completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.
  - B. Retainage shall be 5% of the Work actually completed.
- 4. Section 8.01.A.5. is hereby amended to read as follows:
  - 8.01.A.5. Supplemental Conditions
    - a. Part 1 - General, Sections 1.1 through 1.4 (pages 1 to 2 inclusive)
    - b. Attachment 2 to HDD Well Specifications includes the following supplemental conditions:
      - (1) Attachment 1 – HDD Inadvertent Return and Contingency Plan
      - (2) Attachment 2.1 – Supplemental Conditions – North Water Reclamation Facility Alluvial Investigation Report
      - (3) Attachment 2.2 – Supplemental Conditions – Town of Erie Proof of Concept Horizontal, Directionally Drilled (HDD) Well 2020 Geotechnical Investigation Report
      - (4) Attachment 2.3 – Supplemental Conditions – Summary of Permits
- 5. Section 8.01.A is hereby amended by the addition of new subsections 8, 9 and 10, to read as follows:
  - 8. Construction Drawings: (Engineer Stamped dated 03-10-21), Sheet 1 of 3: Conceptual Site Plan, Sheet 2 of 3: HDD Well No. 4 Profile View, Sheet 3 of 3: HDD Well Details.
  - 9. Construction Specifications: Town of Erie – Proof of Concept Horizontal, Directionally Drilled (HDD) Well Specifications (Engineer Stamped dated 4-05-21).
  - 10. Detailed Guaranteed Maximum Price (GMP) cost proposal from Ellingson-DTD dated 4-5-21.
- 6. Section 8.01.B is hereby amended to read as follows:
  - B. The documents listed in Paragraph 8.01.A are attached to this Contract (except as expressly noted otherwise above).
- 7. Section 8.01.C is hereby amended to read as follows:
  - C. There are no Contract Documents other than those listed above in this Article 8.
- 8. Section 7.11 of the Contract is hereby amended to add new subsection B to read as follows:

B. Contractor shall provide record documents in accordance with Town of Erie User Guide Digital Record Drawing Submittal Requirements Index.

9. Section 7.17.B.3 of the Contract is hereby amended to delete the existing blank underline, to read as follows:

3. Anything else not attributable to Contractor other than that which could have been prevented by reasonably protecting the Work.

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

In Witness Whereof, the Parties have executed this First Amendment as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Jennifer Carroll, Mayor

Attest:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

**Contractor**

Ellingson Drainage, Inc. dba Ellingson-DTD

By: \_\_\_\_\_  
Vice President

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Ellingson Drainage, Inc. d/b/a Ellingson-DTD.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public