

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

This Fourth Amendment to Lynn R. Morgan Water Treatment Facility Expansion CMAR Contract (the "Second Amendment") is made and entered into this \_\_\_\_ day of May, 2020 (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, on May 14, 2019, the Parties entered into the Second Amendment to the Contract; and

WHEREAS, on January 28, 2020, the Parties entered into the Third Amendment to the Contract; and

WHEREAS, the Parties wish to amend the Contract a fourth 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 5.02 of the Contract is hereby amended by the addition of new subsection B, to read as follows:

5.02. Construction phase services:

B. In full consideration of Contractor's Services during the Construction Phase of this Contract, Owner will pay to Contractor an additional \$1,848,281 for construction of the Hydroelectric Facility. This payment is in addition to the previously authorized Pre-Construction Phase Services of \$24,210, the early procurement of membranes from Evoqua Water Technologies for \$2,011,057, the Construction phase services of \$8,750,768 and for the extension of the 30-inch waterline for \$184,915.

2. Except as expressly modified herein and by the First Amendment, Second Amendment and Third Amendment, the Contract shall remain in full force and effect.

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

**TOWN OF ERIE, COLORADO**

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

ATTEST:

Heidi Leatherwood, Town Clerk

## CONTRACTOR

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

Notary Public