

**FIRST AMENDMENT TO TOWN OF ERIE NORTH WATER RECLAMATION
FACILITY EXPANSION
CMAR CONTRACT**

This First Amendment to Town of Erie North Water Reclamation Facility Expansion CMAR Contract (the "First Amendment") is made and entered into this ____ day of September, 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 Archer Western Construction, LLC, an independent contractor with a principal place of business at 8703 Yates Drive, Suite 105, Westminster, Colorado 80031 ("Contractor") (each a "Party" and collectively the "Parties")

WHEREAS, on August 13, 2019, the Parties entered into the Town of Erie North Water Reclamation Facility Expansion 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 4.01.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 February 1, 2023. Final Completion shall be March 1, 2023.

2. Section 5.02.A. 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 a Guaranteed Maximum Price of \$26,488,353, which amount includes:

Cost of work based on 100% documents for \$21,124,273

Cost of \$422,485 for bonds and insurance

General Conditions' mark-up of 8%, for \$1,723,741

Cost of Work Subtotal is \$23,270,499

Construction Management Fee Markup of 8%, on Cost of Work Subtotal for \$1,861,640,

Construction Phase Contingency of 5%, for \$1,056,214

Allowance for WAS Tank Repair \$300,000

This Construction Phase Services payment is in addition to the previously authorized Pre-Construction Phase Services of \$255,000.

8. Construction Drawings, which is not attached hereto.
9. Construction Specifications, which is not attached hereto.
10. 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.

TOWN OF ERIE, COLORADO

ATTEST:

Heidi Leatherwood, Town Clerk

CONTRACTOR

By: _____
Daniel P. Walsh, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by Daniel P. Walsh as President of Archer Western, LLC.

My commission expires:

(S E A L)

Notary Public