

**First Amendment to Construction Contract
Erie Commons Irrigation Pond Improvements (P23-294)**

This First Amendment to Construction Contract (the "First Amendment") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Territory Unlimited, Inc., an independent contractor with a principal place of business at 3054 South County Road 13, Loveland, CO 80517-8711 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 10, 2024, the Parties entered into a Construction Contract (the "Contract"); and

Whereas, on January 4, 2025, the Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Pond Dewatering proposal attached hereto and incorporated by this reference as if fully set forth herein ("Pond Dewatering Proposal");

Whereas, on January 10, 2025, the Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Drop Structure Subgrade Stabilization proposal attached hereto and incorporated by this reference as if fully set forth herein ("Drop Structure Subgrade Stabilization Proposal"); and

Whereas, on July 10, 2025, the Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Change Order, Emergency Erosion Stabilization proposal attached hereto and incorporated by this reference as if fully set forth herein ("Emergency Erosion Stabilization Proposal"); and

Whereas, the Town has directed the Contractor to perform the additional Work in connection with the Project as provided for in the Pond Dewatering Proposal, the Drop Structure Subgrade Stabilization Proposal, and the Emergency Erosion Stabilization Proposal; and

Whereas, the Parties wish to amend the Contract as set forth herein.

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

1. Scope of Work. The Work required of the Contractor as specified in Paragraph 1 of the Contract is hereby amended to include the addition of all labor, services, materials, tools, supplies, equipment, plant, transportation, and other work

necessary for the completion of the work identified in the Pond Dewatering Proposal, the Drop Structure Subgrade Stabilization Proposal, and the Emergency Erosion Stabilization Proposal, attached hereto and incorporated by this reference as if fully set forth herein.

2. Commencement and Completion of Work. Contractor shall commence the additional Work required of Contractor by this First Amendment that has not already commenced or been completed within 10 days of the Effective Date. Final Completion of the entirety of the additional Work required of Contractor by this First Amendment shall be accomplished by Contractor by December 31, 2025, unless the time within which Contractor is required to achieve Final Completion is subsequently extended in accordance with the Contract Documents.

3. Contract Price. Paragraph 4 of the Contract is hereby amended to increase the Contract Price to \$550,766, allocated as follows:

Original Contract Price:	\$314,586.00
Pond Dewatering:	\$2,232.00
Drop Structure Subgrade Stabilization:	\$33,600.00
Emergency Erosion Stabilization:	\$160,279.00
Contingency Available:	\$40,069.00
Total New Contract Price:	\$550,776.00

4. Paragraph 4 of the Contract is hereby amended to read as follows:

4. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$550,776. The Contract Price includes a base amount of \$510,697 and a contingency of \$40,069. Payment to Contractor of any portion of the contingency amount requires the Town's express, written approval. The contingency amount paid to Contractor, if any, shall not result in or serve as the basis for any increase to the Contract Price. In no event shall any portion of the contingency amount be used to cover costs arising from the failure, negligence, mistake or misconduct of Contractor or any of Contractor's subcontractors or suppliers or anyone for whom any of them may be liable. The Contract Price shall include all fees, costs and expenses incurred by Contractor.

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

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

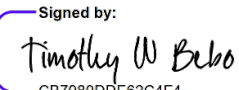
Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Signed by:


CB7980DDE62C4F4...
Tim Bebo, President

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by Territory Unlimited, Inc.

My commission expires:

(Seal)

Notary Public

TERRITORY UNLIMITED, INC.

PROPOSAL – Pond Dewatering

3054 South County Road 13
Loveland, Colorado 80537-8711
Phone (303) 961-8198 Fax (888) 363-5884
Tim Bebo, President - tim@territoryunlimited.com

RESPONSE TO RFP #010425.1
DATE: JANUARY 4, 2025

TO:
Town of Erie
c/o Zachary Ahinga, P.E. | Civil Engineer
Planning and Development - Engineering
645 Holbrook Street
Erie Colorado 80516

PROJECT:
Erie Commons Irrigation Pond P23-294
Erie, County of Boulder, Colorado

COMMENTS OR SPECIAL INSTRUCTIONS:
Draw down commons pond to elevation 40.0+/-, maintain intake suction stays off pond of pond to reduce turbidity and disruption of sediments

PROJECT MANAGER	CONTRACTOR	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Tim Bebo	Territory Unlimited, Inc.	Z. Ahinga	TUI	Jobsite	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 lump sum	Gorman-Rupp 6-inch self-prime trash pump w/suction & discharge hose, discharge onto existing boulder drop structure, 2-3 days	\$1,497.00	\$1,497.00
1 lump sum	Labor, deliver& set, maintain, tear-down and return	\$377.00	\$377.00
			\$0.00
Note: Excludes permits and special licensing, sales and use taxes, import or export of soils.		SUBTOTAL	\$1,874.00
		MARKUP	\$358.00
		TAXES	\$0.00
		TOTAL THIS INVOICE	\$2,232.00

If you have any questions concerning this proposal, contact Tim Bebo, 303.961.8198, tim@territoryunlimited.com

Thank you for considering Territory Unlimited, Inc.!

TERRITORY UNLIMITED, INC.

3054 South County Road 13
Loveland, Colorado 80537-8711
Phone (303) 961-8198 Fax (888) 363-5884
Tim Bebo, President - tim@territoryunlimited.com

PROPOSAL – Drop Structure
Subgrade Stabilization

RESPONSE TO RFP #011025.2
DATE: JANUARY 10, 2025

TO:
Town of Erie
c/o Zachary Ahinga, P.E. | Civil Engineer
Planning and Development - Engineering
645 Holbrook Street
Erie Colorado 80516

PROJECT:
Erie Commons Irrigation Pond P23-294
Erie, County of Boulder, Colorado

COMMENTS OR SPECIAL INSTRUCTIONS:
Subgrade stabilization: Add embankment (void-filled type H riprap, 130 cubic yards+/-) to fill void below existing structure. Includes removal and disposal of unstable subgrade soils. Includes weep drains, 10'o.c.

PROJECT MANAGER	CONTRACTOR	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Tim Bebo	Territory Unlimited, Inc.	D. Kustus	TUI	Jobsite	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 lump sum	Void-filled riprap, drop structure subgrade, 2.5' deep (average)	\$27,234.00	\$27,234.00
1 lump sum	Type II Bedding (6") (44 ton+/-)	\$5,871.00	\$5,871.00
1 lump sum	Performance & Payment Bond increase	\$495.00	\$495.00
Note: Excludes permits and special licensing, sales and use taxes, import or export of soils (unless noted)		SUBTOTAL	\$33,600.00
		MARKUP	included
		TAXES	\$0.00
		TOTAL THIS INVOICE	\$33,600.00

If you have any questions concerning this proposal, contact Tim Bebo, 303.961.8198, tim@territoryunlimited.com

Thank you for considering Territory Unlimited, Inc.!

REVISION: 12/19/2024
DESIGNED: JHN
DRAWN: DRK
CHECKED: JHN
DATE: 12/19/2024

RESPEC: 720 S COLORADO BLVD
DENVER CO 80246
PHONE (303) 757-3655

REV: 1: DROP STRUCTURE SUBGRADE STABILIZATION

STAMP: 811
Call before you dig
811
1-800-4-A-DAWG
1-800-4-2-DAWG
1-800-4-3-DAWG
1-800-4-4-DAWG
1-800-4-5-DAWG
1-800-4-6-DAWG
1-800-4-7-DAWG
1-800-4-8-DAWG
1-800-4-9-DAWG
1-800-4-0-DAWG

TOWN OF ERIE

ERIE COMMONS
IRRIGATION POND
IMPROVEMENTS

DETAILS (2 OF 2)

DRAWING NUMBER: DT1.2
SHEET 7

ISSUED FOR CONSTRUCTION
REVISED IN DATE: 12/19/2024

100-YR WSEL = 50.7
WEIR CONTROL ELEV = (VARIES)
MAXIMUM POND PERMANENT POOL WSEL = 43.8
POND BOTTOM = -38.0

TOP OF GROUT <1' BELOW TOP OF BOULDERS WITHIN 8' OF SHEET PILE
DROP STRUCTURE TO BE INSTALLED AT 2.5:1 SLOPE
3 BOULDERS (REUSE EXISTING, SUPPLEMENT AS REQUIRED)
TOP OF GROUT 6" BELOW TOP OF BOULDERS (TYP)
PZC-13 SHEET PILE, MIN 8" DEPTH
SOIL RIPRAP D50 = 18" DEPTH = 3'
SEE WEIR CONTROL DETAIL

NOTE: NO CONCRETE PLACEMENT IN ACTIVE TOP OF GROUT FOR BANK REPAIR ONLY

CONCRETE (GROUT) CUTOFF WALL TO BE PLACED MONOLITHICALLY WITH GROUT

8" MIN

CONCRETE CAP (SEE DETAIL)

TOP SOIL LAYER

WEIR CONTROL ELEV = (VARIES)

6" MIN

TOP OF GROUT <1' BELOW TOP OF BOULDER

1'

CONCRETE CAP (SEE DETAIL)

SOIL RIPRAP D50 18"

PZC-13 SHEET PILE CUTOFF WALL

12" C"

WEIR CONTROL DETAIL
NTS

PROTECT WHILE GROUTING, TRIM EXCESS GROUT TO MINIMIZE PROTRUSION
GROUTED BOULDERS

VOID-FILLED RIPRAP, 2.5' DEPTH
TYPE II BEDDING, 6" DEPTH

WEIR DRAIN (SEE DETAIL)

DROP STRUCTURE SUBGRADE STABILIZATION DETAIL
NTS

3" MIN DIAMETER PVC (NON PERFORATED) PIPE EVERY 10' O.C. MAY BE ADJUSTED DUE TO BOULDER LOCATIONS

STAINLESS STEEL HOSE CLAMP

FIL TERFABRIC W/ CLAMPAT END OF PIPE

FILTER FABRIC FILLED WITH 1 CUBIC FOOT OF AGGREGATE NO. 57 OR NO. 10 ASPHALT

WEIR DRAIN
NTS

INSTALL 3/8" CRUSHER FINES CONCRETE CAP, 20" MIN. WIDTH, 18" MIN. DEPTH
1/2" CHAMFER (TYP)
#4, 12" O.C. EACH WAY
#4, 24" O.C. (SPOT WELD OR DRILL THROUGH)
MIN 8" INTO CONCRETE CAP
EMBED SHEET PILE WALL

4.5" MIN

4.5" MIN

PZC-13 STEEL SHEET PILE WALL

CONCRETE CAP FOR SHEET PILE DETAIL
NTS

PLACE BOULDERS AS TIGHTLY AS POSSIBLE WITH THE REQUIRED BOULDER HEIGHT VERTICAL TO MINIMIZE VOIDS & GROUT

FINISHED GRADE

TOP OF ROCK & GROUT ON PROFILE & SECTIONS

BEFORE GROUTING, CLEAN ALL DIRT & MATERIALS FROM ROCK THAT COULD PREVENT THE GROUT FROM BONDING TO ROCK

PLACE GROUT IN A MANNER THAT FILLS ALL VOIDS TO THE SPECIFIED GROUT THICKNESS

PREPARE SUB GRADE (± 2% OPTIMUM MOISTURE & 95% OF MAXIMUM DRY DENSITY)

TOP OF 6" OF BOULDERS TO REMAIN CLEAN & FREE OF GROUT

GROUTED BOULDER PLACEMENT DETAIL
NTS

TERRITORY UNLIMITED, INC.

3054 South County Road 13
Loveland, Colorado 80537-8711
Phone (303) 961-8198 Fax (888) 363-5884
Tim Bebo, President - tim@territoryunlimited.com

PROPOSAL – Change Order,
Emergency Erosion Stabilization

RESPONSE TO RFP #071025.1
DATE: JULY 10, 2025

TO:
Town of Erie
c/o Wendi Palmer, P.E. | Civil Engineer III
Public Works
645 Holbrook Street
Erie Colorado 80516

PROJECT:
Erie Commons Irrigation Pond P23-294
Erie, County of Boulder, Colorado

COMMENTS OR SPECIAL INSTRUCTIONS:
Stabilize eroded Coal Creek embankment – drive sheetpile between Coal Creek and Commons Pond along same alignment as 2017 and 2025 drop structure subsurface sheetpile. Form/pour/finish reinforced concrete cap atop sheetpile. Import/dump and spread type H void-filled riprap replace eroded soil and stabilize embankment.

PROJECT MANAGER	CONTRACTOR	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Tim Bebo	Territory Unlimited, Inc.	W. Palmer	TUI	Jobsite	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 lump sum	Mobilization – Demobilization – General Conditions	\$14,164.00	\$14,164.00
1 lump sum	Steel Sheetpile, 150 wall feet, 10-foot deep, PZC13	\$92,783.00	\$92,783.00
1 lump sum	Concrete Cap (2.5wx1.0d) w/rebar	\$13,690.00	\$13,690.00
1 lump sum	Void-filled Riprap (type H) at eroded/exposed slope (250 tons)	\$39,642.00	\$39,642.00
Note: Excludes permits and special licensing, sales and use taxes, import or export of soils.			
			SUBTOTAL \$160,279.00
			CONTINGENCY (25%) \$40,070.00
			TAXES \$0.00
			TOTAL THIS INVOICE \$200,349.00

If you have any questions concerning this proposal, contact Tim Bebo, 303.961.8198, tim@territoryunlimited.com

Thank you for considering Territory Unlimited, Inc.!

Certificate Of Completion

Envelope Id: 56928BB7-A69B-4C47-85E3-EDB8706A11EF
 Subject: Complete with Docusign: First Amendment to Construction Contract.pdf
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

 Envelope Originator:
 Kris McDaniel
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 krismc@erieco.gov
 IP Address: 205.197.208.157

Record Tracking

Status: Original
 7/16/2025 5:36:59 PM
 Holder: Kris McDaniel
 krismc@erieco.gov
 Location: DocuSign

Signer Events

Timothy W Bebo
 Tim@territoryunlimited.com
 President
 Territory Unlimited, Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 CB7980DDE62C4F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 64.234.250.13

Timestamp

Sent: 7/16/2025 5:38:02 PM
 Viewed: 7/17/2025 6:32:29 AM
 Signed: 7/17/2025 6:33:02 AM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2025 6:32:29 AM
 ID: 8a3bf92f-8dfe-41ef-98e5-db457bbaf2d6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/16/2025 5:38:02 PM
Certified Delivered	Security Checked	7/17/2025 6:32:29 AM
Signing Complete	Security Checked	7/17/2025 6:33:02 AM
Completed	Security Checked	7/17/2025 6:33:02 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.