

**First Amendment to Construction Manager at Risk Contract
Schofield Farm Open Space Site Improvements (PR-24-10)**

This First Amendment to Construction Manager at Risk 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 ECI Site Construction Management, Inc., a Colorado corporation with a principal office street address of 2526 14th Street SE, Loveland, CO 80537 and a principal office mailing address of P.O. Box 2135, Loveland, CO 80539 (the "Contractor") (each a "Party" and collectively the "Parties").

Whereas, on February 19, 2025, the Parties entered into a Construction Manager at Risk Contract (the "Contract"); 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. Section 3.01.C of the Contract is hereby amended to read as follows:

3.01 *Contract Time:*

C. The Contract Time and the date by which Substantial Completion of the Phase 2, Package A Work shall be achieved is August 4, 2026. Final Completion of the Phase 2, Package A Work shall be August 4, 2027. The Contract Time and the date by which Substantial Completion should be achieved for future construction phase services will be established when and if Owner accepts the Contractor's GMP applicable to those services. The Contractor's GMP for future construction phase services will be established following the completion of 100% design drawings and specifications.

2. Article 4 of the Contract is hereby amended by changes to Section 4.02 and the addition of a new Section 4.03, to read as follows:

4.02 For Construction Phase Services:

A. In full consideration of Contractor's need to perform the Phase 2, Package A Work during the Construction phase of this Contract, Contractor and Owner have mutually agreed to the Guaranteed Maximum Price ("GMP") for performance of the Phase 2, Package A Work of \$3,807,804, inclusive of the estimated Cost of the Work (determined as provided in Paragraph 13.01 of the General Conditions) and the Contractor's fee (determined as provided in Paragraph 11.04.C.2 of the General Conditions). The GMP for performance of the Phase 2, Package A Work is based on the

Phase 2, Package A clarifications from Contractor dated June 12, 2025. The Cost of the Work for the Phase 2, Package A Work is based on the 90% design drawings prepared by Wenk Associates dated April 11, 2025, the 90% design specifications dated May 1, 2025 prepared by Wenk Associates and the Geotechnical Investigation Report dated February 12, 2025 prepared by RockSol.

4.03 The Contract will be amended at a later date for future construction phase services, following Contractor submission of a proposal for Phase 2, Package B and Phase 3 Work based on 100% design document completion and after development of a mutually agreed upon GMP.

3. Section 5.02 of the Contract is hereby amended by changes to Section 5.02.A and the addition of new Sections 5.02.B and 5.02.C, to read as follows:

5.02 *Construction Phase Services Progress Payments; Retainage*

A. The Town may deduct and retain a total of 5% from the total amount of approved Applications for Payments, including Change Orders.

B. Upon written request from Contractor, the Town may elect, in the Town's sole discretion, to release payment to Contractor for whatever portions of the retainage amounts withheld in connection with approved Applications for Payment related to the Work that Town deems to be in the best interest of the Town. Notwithstanding the foregoing, the Town may elect, in the Town's sole discretion, to reinstate the withholding of up to 5% of all amounts paid towards the total Contract Price (including Change Orders) that have been approved for payment, plus the amount of any outstanding claims, at any time the Town deems it in the Town's best interest.

C. Progress Payments to Contractor for Construction Phase Services for Phase 2, Package A Work shall be made in accordance with Section 15.01 of the General Conditions.

4. Section 8.01.A.4 of the Contract is hereby amended to read as follows:

4. Contractor Phase 2, Package A Exhibits are included, but are not attached hereto:

- a. Exhibit A.2a – 90% Drawings prepared by Wenk Associates dated April 11, 2025
- b. Exhibit B.2a – 90% Specifications prepared by Wenk Associates dated May 1, 2025

- c. Exhibit C.2a – Geotechnical Investigation Report dated February 12, 2025 prepared by RockSol
- d. Exhibit D.2a – 90% Design Schedule of Values dated June 13, 2025
- e. Exhibit E.2a – Clarifications dated June 12, 2025
- f. Exhibit F.2a – Construction Schedule

5. Compensation. Article 4 of the Contract is hereby amended to increase the maximum amount of compensation to \$3,819,254, allocated as follows:

Original Contract Price:	\$11,450
1 st Amendment:	\$3,807,804
Total New Contract Price:	\$3,819,254

6. 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:

Ted Johnson

6CB42BEE435B495...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2025, by ECI Site Construction Management, Inc.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: B0AF41F2-143B-4877-864A-45822780886B

Status: Completed

Subject: Complete with Docusign: ECI - First Amendment to CMAR (Schofield Farms)

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

P&R Business Business Services

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645 Holbrook Street

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Erie, CO 80516

prbs@erieco.gov

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Signer Events

Ted Johnson

Ted.johnson@ecisite.net

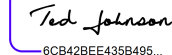
President

ECI Site Construction Management, Inc.

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


6CB42BEE435B495...

Signature Adoption: Pre-selected Style

Using IP Address: 38.133.219.251

Signed using mobile

Timestamp

Sent: 7/1/2025 2:42:46 PM

Viewed: 7/1/2025 4:11:13 PM

Signed: 7/1/2025 4:11:31 PM

Electronic Record and Signature Disclosure:

Accepted: 7/1/2025 4:11:13 PM

ID: 293055ee-20c6-407a-8505-7ac5cf71c042

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Kathy Kron

kkron@erieco.gov

Senior Parks Planner

Town of Erie

Security Level: Email, Account Authentication
(None)

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Security Checked

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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:

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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.

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

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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..

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- 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.