

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
CONSTRUCTION AGREEMENT

THIS FIRST ADDENDUM TO CONSTRUCTION AGREEMENT ("First Addendum") is entered into this 10th day of FEBRUARY, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, ("County") and ECI Site Construction Management, Inc., located at PO Box 2135, Loveland, Colorado 80539, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on January 13, 2015, the County entered into a Construction Agreement with ECI Site Construction Management, Inc., to furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference; and,

WHEREAS, the County and the Contractor mutually desire to add additional work to the Construction Agreement as described in Change Order One attached as Exhibit "A".

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The County shall reimburse the Contractor for the work provided under this First Addendum in accordance with Section V of the Construction Agreement. Adams County will pay ECI Site Construction Management, Inc., for additional work in the amount of seventy-five thousand four hundred dollars and forty cents (\$75,400.40).
2. The Construction Agreement and this First Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Construction Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Construction Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
3. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
5. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

6. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
7. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

Board of County Commissioners

Steven J. O'Donoghue
Chairperson

2/16/16
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

Channah
Deputy Clerk

Approved as to form:
[Signature]
Adams County Attorney's Office

ECI Site Construction Management, Inc.

[Signature]
Signature Theodore Johnson, V.P.

2-5-16
Date

Signed and sworn to before me on this 5 day of February, 2016 by

Theodore B. Johnson

Selina M Cook

Notary Public

My commission expires on: 10/13/2016

SELINA M COOK
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20044035522
 MY COMMISSION EXP. OCTOBER 13, 2016

Adams County

Att: Marc Pedrucci
Parks & Open Space Department
9755 Henderson Road
Brighton, CO 80601



**SITE CONSTRUCTION
MANAGEMENT**

S. PLATTE RIVER TRAIL PROJECT - CHANGE ORDER #1

DATE: 1/7/2016 - REVISED

AREA #1

Item	Description	UNIT	QTY	PRICE	TOTAL COST
1	Mobilization / Insurance/ Supervision/ General Conditions	LS	1	\$2,500.00	\$2,500.00
2	Install Fill to Create Crossing	CY	5,334	\$6.40	\$34,137.60
3	Furnish and Install 24" SDR-35 with FES	LF	180	\$62.40	\$11,232.00
4	Furnish and Install Riprap for Slope Stabilization	TON	1,584	<i>Deleted</i>	<i>Deleted</i>
5	Install 8" Wide Crusher Fines Path (6" Depth)	SF	2,000	\$1.16	\$2,320.00
TOTAL					\$50,189.60

AREA #2

Item	Description	UNIT	QTY	PRICE	TOTAL COST
1	Mobilization / Insurance/ Supervision/ General Conditions	LS	1	\$600.00	\$600.00
2	Import Material From Onsite Stockpile & Place	CY	120	\$19.74	\$2,368.80
3	Remove & Replace Existing Concrete Sidewalk	SF	1,000	\$10.75	\$10,750.00
4	Install Riprap Along Slopes	TON	200	<i>\$38.56</i>	\$7,712.00
5	Install Class 6 Road Base Trail (6" Depth)	SF	3,000	\$1.26	\$3,780.00
TOTAL					\$25,210.80

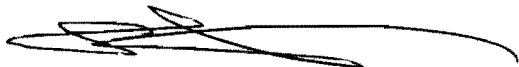
Exclusions:

P&P Bonds, Permits, Taxes, Engineering, Materials Testing, Survey, Underground Utility Conflicts, Muck Excavation, Rock Excavation, Water Fees, Prevailing/Davis Bacon Wages, Import of Fill/Clay Material, and Export of Excess Material.

General Notes/ Inclusions / Clarifications:

1. Proposal for Area #1 is based on discussion during site visit on 9/11/15 as well as email from Marc Pedrucci on 9/18/15.
2. Proposal for Area #2 is based on discussion during site visit on 10/26/15 with Marc Pedrucci.
3. No drawings or schematics were provided.
4. No import of fill material is included. ECI to use onsite material from City of Thornton.

5. This is a unit price proposal. Pay request will be based on actual quantity installed. ECI to be paid on a monthly basis. No retainage will be held.
6. Price includes 1 EA mobilizations.
7. Price specifically excludes dewatering and water control.
8. Proposal will be valid for 30 days.



By: Ted Johnson
Vice President