

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT FOR THE  
EMERGENCY REPAIR WORK AT JACKASS HILL ROAD & MINERAL  
AVENUE, BROADWAY & JAMISON AVENUE, AND POWERS PARK  
CITY PROJECT NOS. 23-75, 23-76, 23-77**

THIS FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT TO THE EMERGENCY REPAIR WORK AT JACKASS HILL ROAD & MINERAL AVENUE, BROADWAY & JAMISON AVENUE, AND POWERS PARK, CITY PROJECT NOS. 23-75, 23-76, 23-77 (“First Amendment”) is entered into on the \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between C&L WATER SOLUTIONS, Inc, whose business address is 12249 Mead Way, Littleton, CO 80125 (the “Contractor”) and the CITY OF LITTLETON, COLORADO (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the “Parties.”

**RECITALS AND REPRESENTATIONS**

**WHEREAS** the City and Contractor entered into the Construction Agreement for the Emergency Repair Work at Jackass Hill Road & Mineral Avenue, Broadway & Jamison Avenue, and Powers Park, City Project Nos 23-75, 23-76, 23-77, dated September 7, 2023 (the “Agreement”), as more fully described in the Agreement; and

**WHEREAS** the City and Contractor desire to enter into this Amendment to adjust the contract price and time due to additional unforeseen work.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. Section 1.1 of the Agreement, entitled “Project,” is hereby amended to incorporate all additional work to be performed by and at the prices set forth in Exhibit “A,” attached hereto and incorporated by reference. Contractor shall perform all such additional Work consistent with all requirements and provisions of the Agreement, including, but not limited to, furnishing a revised performance and payment bond for the increased value of the Work.
2. Section 1.2 of the Agreement, entitled “Commencement and Completion of the Project” is hereby amended to increase the Contract Time under this Amendment to **17 months**.
3. Section 1.4 of the Agreement, entitled “Contract Price,” is hereby amended to increase the Contract Price under this Amendment in the amount of **\$736,712.96**, for a total payable and aggregated amount of **\$2,236,712.96** as stated within Exhibit A.
4. The Agreement shall be amended by adding the following new paragraph, Section 1.8, to be entitled “Subject to Legislative Approval and Compliance with Law:

*“1.8 Subject to Legislative Approval and Compliance with the Law. The Contractor hereby acknowledges and agrees that if the value of this Contract is over Five-Hundred Thousand and 00/100 Dollars (\$500,000.00), execution is contingent upon approval by the City Council of the City of Littleton, CO and compliance with all applicable provisions of the city charter and city code with regard to the procurement of services contemplated herein. The city shall not incur any liability whatsoever if this Contract is not approved by city council.”*

5. Except as expressly modified by this First Amendment, the Construction Agreement shall remain in full force and effect and any obligations to be performed under the Construction Agreement by either party are neither waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this First Amendment.
6. **Authority.** The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First Amendment for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this First Amendment for the party he or she represents and to bind that party to its terms.
7. **Counterparts; Execution.** This First Amendment may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

*[Signatures on Following Page]*

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**CITY OF LITTLETON**

\_\_\_\_\_  
KYLE SCHLACHTER, MAYOR

ATTEST:

\_\_\_\_\_  
COLLEEN NORTON  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
REID BETZING  
CITY ATTORNEY

\_\_\_\_\_  
DATE

CONTRACTOR  
C&L WATER SOLUTIONS, INC.

\_\_\_\_\_  
CHRISTOPHER LARSON  
CHIEF OPERATIONS OFFICER

\_\_\_\_\_  
DATE

## EXHIBIT A

### **Amendment No. 1 to the Construction Agreement**

PROJECT TITLE: Emergency Repair Work Agreement Three Culvert Collapse Locations: Jackass Hill Road & Mineral Ave; Broadway & Jamison Ave; Powers Park  
PROJECT NUMBER: 23-75, 23-76, 23-77  
CONTRACT DATE: 6-12-2023  
CONTRACTOR: C&L Water Solutions

#### **SCOPE OF WORK – CHANGE ORDER DESCRIPTION**

Due to a series of flooding events in May and June 2024, the City of Littleton experienced multiple sinkholes and damage to storm sewer infrastructure. Three sinkholes occurred in rapid succession as were designated as emergency repairs from the City Manager’s Office, those sinkholes were located at Jackass Hill Road, the open space adjacent to Jamison and Broadway, and Powers Park. Littleton hired C&L Water Solutions to manage all three projects, allowing for greater flexible for staff and being able to retain a high-demand company during these regional flooding events. It was determined the best course of action would be to have all 3 sinkholes in 1 contract.

The Emergency Sinkhole Repairs Contract (“Contract”) was estimated to be \$1,500,000. Due to the immediate needs to get the repairs started at Jackass Hill Road, the contract was written for a preliminary estimate of \$1,500,000.

During the course of construction for Jackass Hill Road, it was noted that the project scope needed to be increased to include adjacent infrastructure damaged during the sinkhole event, and the downstream outfall connections needed to be repairs. This added an additional \$279,558.81 to the original contract estimate. The construction estimate provided by C&L Water Solutions is \$1,279,063.10, actual construction should come in just at or below this amount.

The sinkhole located at Jamison and Broadway was originally estimated to be \$350,000. Staff further assessed the sinkhole and realized there was another damaged storm sewer that needed to be repaired next to the Jamison sinkhole. This damaged was caused by the sinkhole event, but it remained subsurface so was not discovered until work commenced. The additional costs for the secondary line replacement and import fill was \$277,951.15. In addition, staff evaluated the storm sewer under Jamison Ave and determined maintenance was required and will be lining the storm sewer in conjunction with the sinkhole repairs. The lining project is \$40,096.00. The total costs for the Jamison sinkhole \$668,047.15.

Powers Park was initially estimated to be \$250,000 for repairs. Small scope changes (added manhole, spillwall coring, shallow sanitary sewer crossing) and supply cost increased the project costs by \$139,107.00. The new proposed project costs will be \$389,107.00.

#### **FUNDING SOURCE - FEMA**

These three projects have also been deemed eligible for FEMA disaster relief for the severe weather event June 2023. The State of Colorado further declared a disaster emergency. FEMA may reimburse up to 75% of the repair costs, including mitigation efforts. The State of Colorado has also provided disaster

funding of an additional 12.5%. These 3 projects are therefore eligible for 87.5% reimbursement for repair costs.

The Jackass Gulch outfall and Jamison lining are excluded from the FEMA reimbursement. Total eligible costs of reimbursement is \$2,097,753.33, at 87.5% is \$1,835,534.16 in potential disaster fund being compensated.

The following changes are hereby made to the Contract:

1. Addition cost for repair	\$736,712.96
2. Total Contract price	\$2,236,712.96

**CHANGE TO CONTRACT TIME**

These three projects commenced June 12, 2023 and were expected to take no more than 12 months to complete all three projects. Jackass Hill Road was the first project and as it neared completion, another sinkhole occurred that was not a part of this contract, Sinkhole at Mineral and Pennsylvania. The Mineral Sinkhole was in a major arterial roadway, considered a high priority repair and therefore work begun on the Mineral Sinkhole prior to the Jamison or Powers Park sinkhole. It was 6 months to complete the work on Mineral Sinkhole, which impacted the contract time for the subject contract. In addition, the Jackass Hill outfall will need to wait until fall for construction to not cause adverse effects to adjacent neighbors and roadways. It is recommended to work in drainageways in fall and winter as that is when there is less conveyance in the channel. It is therefore proposed to extend the contract through October 31, 2024 to allow for the extra time utilized repairing the Mineral Sinkhole and accommodate a later repairs for the Jackass Gulch outfall.

**CHANGE TO CONTRACT PRICE**

- Original Contract Price
  - \$1,500,000.00
- Current Contract Price, as adjusted by previous change order or supplemental agreement
  - \$0.00
- The Contract Price due to this Supplement Agreement will be increased by
  - \$736,712.96
- The new Contract Price due to this Supplemental Agreement will be:
  - \$2,236,712.96

**CHANGE TO CONTRACT TIME**

- Original Contract Date
  - June 12, 2023
- Notice to Proceed Date
  - June 12, 2023
- Original Contract Time
  - 12 Months
- Original Contract Completion Date
  - June 12, 2024
- Contract extensions

- 141 days
- Contract End Date
  - October 31, 2024