

First Amendment to Agreement for Professional Services
(Filly Lake Well Field Permitting and Hydrogeology Consulting Services)

This First Amendment to Agreement for Professional Services (the "First Amendment") is made and entered into this ____ day of _____, 2024 (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, CO 80516 (the "Town"), and Leonard Rice Consulting Water Engineers, an independent contractor with a principal place of business at 1221 Auraria Parkway, Denver, CO 80204 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on January 12, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement");

Whereas, the Parties wish to amend the Agreement 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. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work: the work set forth in **Exhibit A-1**, attached hereto and incorporated herein by this reference.

2. Compensation. Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to \$405,132, allocated as follows:

Original Contract Amount:	\$ 26,400
First Amendment:	\$378,732
Total New Contract Amount	\$405,132

3. Term. The term of the Agreement is hereby extended through December 31, 2025.

4. Remainder of Agreement. Except as expressly modified herein, the Agreement, shall remain in full force and effect.

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

DocuSigned by:
William H Fronczyk

E35087127CE745E...
Vice President - Risk Management

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ___ day of _____, 2024, by _____ as
_____ of Leonard Rice Consulting Water Engineers.

My commission expires:

(Seal)

Notary Public

Task 1 - Site Inspection, Test Design, and Contracting

Contractor shall subcontract with Colorado Water Well and Pump to conduct aquifer testing.

Task 1 shall consist of a site visit with the subcontractor, to inspect the Cistern-10 and Cistern-15 to determine how best to set the temporary test-pumps. The initial site visit will also be used to plan and design a water level monitoring program set to begin in April 2024 and end in November 2024.

Following the site-visit, Contractor shall develop an aquifer testing plan which shall include anticipated pumping locations, rates and durations, discharge management requirements, data collection procedures, and a field health and safety plan.

Components of the water level monitoring program shall include:

- Installation of up to 6 data logging pressure transducers (two monitoring wells and four other cisterns to be determined in the field);
- Data logger monitoring of water levels during the water level monitoring program period of approximately April to November 2024; and,
- Manual field water level data collection at time of installation, as included in the aquifer testing plan (see Task 2), and at the end of the monitoring program in November 2024.

Task 1 field visits will be limited to 3 visits - one site inspection visit, one visit for data logger installation and initial water level monitoring, and one final visit in November 2024 for water level monitoring and removal of data loggers.

The Town shall provide unhindered access to the Site during the three Task 1 visits.

Task 2 - Field Testing

Contractor and subcontractor shall conduct 3 system tests to evaluate the maximum sustainable pumping rate under the known seasonally variable conditions of the Site. The system tests will occur in June 2024 to July 2024, which corresponds with the typical peak diversions in the Boulder and Weld County Ditch and Lower Boulder Ditch, and are defined below:

Test 1: Cistern-10 Test

- i. 8-hours step test
- ii. 12-hour recovery period
- iii. 7-day constant rate test*
- iv. 72-hour recovery period

Test 2: Cistern-15 Test

- i. 8-hours step test
- ii. 12-hour recovery period
- iii. 7-day constant rate test*
- iv. 72-hour recovery period

Test 3: Cistern 10 and Cistern 15 Test

- i. 8-hours step test

- ii. 12-hour recovery period
- iii. 7-day constant rate test*
- iv. 72-hour recovery period

* Test durations can be shortened 5-days for Tests 1 and 2 and 10-days for Test 3 if results indicate steady-state or otherwise acceptable conditions have been met. Each system test shall include the subcontractor setting temporary pumps, laying discharge lines, monitoring flows, and operating the tests. Assume pumping up to 1,000 GPM during each test, individually or combined. The pumped water will be conveyed up 4,300 feet to the discharge from the northern pond as required by Peter Weyland under the systems existing substitute water supply and CDPHE discharge permitting requirements.

Additional components of the system testing shall include:

- Data logger monitoring of water levels during pumping conditions and pre- and post-pumping conditions, utilizing the loggers installed as part of the water level monitoring program from Task 1;
- Manual field water level and pumping rate/volume data collection before, twice during, and after each system test;
- Continuous pumping system flow rate and total volume monitoring; and,
- Collection of pumping system water quality samples at the end of each test, with laboratory analysis for primary and secondary drinking water parameters. Contractor shall provide the water quality laboratory results to the Town's water treatment engineer.
- Contractor shall compile and analyze the recharge, pumping, and water level observation data for each test of the system, as discussed in Task 3.

During testing:

- The Town shall provide unhindered access to the Site during testing and non-testing times during Task 2;
- Contractor shall operate the test under existing discharge permitting associated with the Filly Lake reservoir system;
- Task 2 field visits will be limited to one visit before and after each test and 3 times during each test, totally 15 site visits;

Following completion of the testing, Contractor shall provide an interim report with the testing results and preliminary interpretations and key findings. In particular, provide a preliminary determination on the improved yield of the two cistern test and a recommendation to proceed with a single- or double-cistern system for preliminary design.

Task 3 - Data Analysis and Reporting

Contractor shall compile and analyze the recharge, pumping, and water level observation data for each aquifer test. Analysis shall include analytical solutions as well as an update to the existing MODFLOW model. Contractor shall present the results in an interim report, following aquifer testing, and an updated final report with the following recommendations:

- The maximum sustainable flow from three pumping configurations; from Cistern-10 independently, Cistern-15 independently, and from Cistern-10 and Cistern-15 concurrently;
- An estimated minimum and maximum pumping capacity from Cistern-10 and Cistern-15 pumped separately and from Cistern-10 and Cistern-15 pumping concurrently.

Contractor shall complete the interim report within 30 days after completion of Tests 1, 2, and 3.

Contractor shall complete the final report within 60 days after completion of the interim report.

Deliverables

Contractor shall provide the following deliverables:

- Filly Lake Aquifer Testing Results Interim Report
- Filly Lake Aquifer Testing Results, Analysis, and Recommendations technical report.
- Digital delivery of aquifer testing, water level monitoring, and water quality raw data.
- Digital delivery of MODFLOW model files.

Schedule

Contractor shall perform the work in accordance with the following schedule:

Task	Start	End
Site Visit	April 2024	April 2024
Groundwater Level Monitoring	April 2024	November 2024
Aquifer Testing Plan Document	April 2024	May 2024
Aquifer Testing	June 2024	July 2024
Aquifer Testing Interim Report	July 2024	August 2024
Data Analysis and Reporting	August 2024	December 2024

Certificate Of Completion

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Document Pages: 5	Signatures: 1
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Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	krismc@erieco.gov
	IP Address: 73.34.182.144

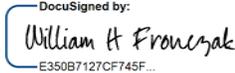
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How to contact Town of Erie:

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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- 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.