

**Third Amendment to Agreement for Professional Services**  
**(Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design)**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of February, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and HDR Engineering Inc., an independent contractor with a principal place of business at 1670 Broadway, Suite 3400, Denver, CO 80202 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, on January 29, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); and

Whereas, on October 27, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

Whereas, the Parties wish to amend the Agreement again 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. Amendments. The Agreement is hereby amended as follows:

Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work.

Riprap sizing and wave runup analysis. The riprap sizing and wave runup analysis will be reported in a technical memorandum that will be appended to the design report (Task 04) and the design report will be updated to include a section summarizing and referencing the attached memorandum.

Title	Hours	Rate (\$/hour)	Total (\$)
Design Engineer V	26	175	4550
Environmental Specialist I	2.5	115	287.50
Environmental Specialist II	2	170	340
Project Manager Level III	11.5	240	2760
Senior Project Professional III	7	260	1820
Total	49		9757.50

Tree removal of three trees. Prior to tree removal, a raptor survey shall be conducted in accordance with Colorado Parks and Wildlife guidance to determine if the trees are known raptor nesting sites or potential raptor habitat. Perform a desktop and high-level on site wetland evaluation and proposed jurisdictional determination of the proposed construction area to determine exemption from C.R.S. § 25-8-205.1(2)(8)(b) as an off-channel reservoir and exclusion from C.R.S. § 25—8-201.2(2)(8)(d) as a body of water created entirely by excavating or diking uplands.

Title	Hours	Miles	Rate (\$/hour)	Total (\$)
Environmental Specialist II	40		146	5,840
Project Manager, Level III	4		240	960
Field Survey Mileage		133	0.75	99.75
Total				6,899.75

Construction Observation Plan and Pre-Construction Meeting. HDR will write the Construction Observation Plan for the Town’s review. Upon reconciliation of edits and comments, HDR will submit the Construction Observation Plan for CDSB review. HDR will participate in a Pre-Construction Meeting in accordance with Rule 8.1.3. HDR will help draft an agenda and the Design Engineer, Project Manager, and one Construction Engineer will attend the meeting in person.

Construction Oversight and Owner’s Engineer. HDR will provide construction oversight and quality assurance (QA) services for the installation of a soil-bentonite slurry trench cutoff wall, earthwork, geotextile installation, and riprap placement. Services include verification of contractor compliance with the Contract Documents, documentation, and technical evaluation necessary to confirm that the cutoff wall and embankment construction meets the design intent, performance criteria, and regulatory requirements.

Construction Oversight Services.

Trench Excavation Oversight: verify trench alignment, width, and depth relative to design tolerances; observe working platform construction to provide an adequate surface for cutoff wall construction; confirm slurry head is maintained above groundwater and meets minimum hydrostatic pressure requirements; observe excavation rate, trench stability, and slurry displacement behavior; document obstructions, sloughing, caving, or deviations from the

design trench geometry; verify compliance with trench bottom cleaning requirements.

Slurry Production Oversight: observe slurry mixing operations, hydration time, and storage procedures; verify slurry properties meet specification requirements, including density (mud balance), viscosity (Marsh funnel), sand content, pH, and filtrate loss; confirm slurry cleaning and recycling operations maintain required properties; document slurry replacement, desanding (if required); and disposal activities.

Soil-Bentonite Backfill Oversight: observe backfill production, including soil processing, bentonite addition, and slurry incorporation; verify uniformity of the SB mixture and compliance with moisture and bentonite dosage requirements; confirm backfill placement procedures prevent segregation, bridging, or void formation; monitor trench backfilling to ensure continuous, homogeneous placement from bottom to top; verify backfill elevation and final grading meet design requirements.

Upstream Embankment Fill Placement (Phase II), Crest Regrade, and Tree Removal Oversight during the Phase II construction will include observations and reporting of low permeability fill placement including compaction, installation of geotextile, placement of filter material, and salvaging, importing, and placement of riprap. Construction also includes crest regrading, revegetation, and import of crusher fines according to contract documents. Observation of tree removal near downstream toe of embankment will be performed to verify conformance to project and regulatory requirements.

Quality Assurance Verification: HDR will witness testing by Contractor at frequencies defined in the Project Specifications, including:

Slurry Testing: Density (ASTM D4380); Viscosity (ASTM D6910); Sand content (ASTM D4381); pH (ASTM E70); Filtrate loss (API RP 13B-1).

Soil-Bentonite Backfill Testing: Moisture content (ASTM D2216); Unit weight (ASTM D6938 or D5030); Atterberg limits (ASTM D4318); Gradation (ASTM D422 or D6913); Bentonite content verification (based on approved contractor construction plan); Sampling for

laboratory hydraulic conductivity testing (ASTM D5084).

Trench Geometry Verification: sounding rod or weighted tape depth measurements; verification of trench continuity and verticality; documentation of deviations and corrective actions.

Earthwork: compaction effort and testing; sample collection.

Documentation and Reporting:

Daily Field Reports will be completed daily and include: weather and site conditions; Contractor personnel, equipment, and work activities; testing performed and results; non-conformances and corrective actions; photographs of construction activities; quantities of slurry and backfill produced and placed; quantities of earthwork materials installed and placed.

Material Tracking: slurry batch logs; bentonite usage logs; backfill production records; delivery tickets and certifications.

Non-Conformance Reporting: issue Non-Conformance Reports (NCRs) for deviations; track corrective actions to completion; verify resolution and compliance.

Meetings and Coordination: attend weekly progress meetings and prepare meeting agendas and meeting minutes; provide technical input on field changes, unforeseen conditions, submittals, and requests for information (RFI)s; coordinate with contractor QC personnel to maintain alignment between QC and QA programs.

Health, Safety, and Environmental Compliance: comply with the HASP; observe contractor adherence to environmental protection requirements; document spills, releases, or environmental incidents.

Deliverables: HDR will provide meeting agendas, meeting minutes, daily field reports, review of slurry and backfill test logs, review of earthwork quality control testing, NCRs, corrective action documentation, and photo logs.

Request for Information and Submittal Review and Response: HDR

will reply to RFIs from the Contractor to provide clarification on contract documents. Responses may be provided through RFI forms but if changes to contract documents are required then Field Orders will be provided.

HDR will review and comment on the following contractor submittals for technical adequacy and conformance: schedule of values; informational Submittals (Certificates, Contractor Daily Reports, Surveying Plans/Records, Qualification Statements); erosion control; material submittals for landscape, parks, open spaces, and trails; earthwork plan; drilling records; earthwork QC Plan; soil samples; Field Test Reports; Laboratory Test Reports; Contractor As-Built Drawings; Cutoff Wall Construction Plan; material certifications; slurry mix design, including bentonite type, hydration protocol, and target properties; soil-bentonite backfill mix design, including bentonite dosage and moisture conditioning procedures; excavation and trench stability plan; slurry management plan (cleaning, recycling, disposal); equipment lists and calibration certificates; Contractor Quality Control (QC) Plan; survey control and layout procedures.

Construction Report. A comprehensive end of construction project report will be completed by Contractor summarizing: construction chronology; testing results and compliance evaluation; as-built trench geometry and backfill records; earthwork construction observations; deviations and resolutions; recommendations for post-construction monitoring.

First Filling Plan and Support: HDR will develop a First Filling Plan required by CDSB and a best practice when filling a reservoir after construction. First filling is anticipated to be less stringent at Erie Lake Dam with first filling protocol applying to the elevations between the current reservoir restriction elevation and the spillway sill elevation.

First filling support typically includes visual observation and instrumentation monitoring as the reservoir fills. HDR will provide an engineer to visit the site daily for 2 hours during the critical filling period but not full-time observation. The Town may be required to provide additional visual observation and instrumentation monitoring when HDR is not on site depending on the requirements of the First

Filling Plan approved by CDSB.

Project Management: additional project management is included for invoicing, meetings, health and safety, and other project management items.

Subtask	Hours	ODCs (\$)	Total (\$)
1. Construction Observation Plan and Pre-Con Meeting	24	108.75	5,008.19
2. Construction Oversight and Owner’s Engineer	1148	1,370.25	191,902.41
3. RFI and Submittal Review and Response	100		20,904.00
4. Construction Report	128		24,213.28
5. First Filling Plan and Support	69	108.75	12,986.03
6. Project Management	40		7,935.20
Total	1,537		262,949.11

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

Original Contract Amount: \$298,956.00

First Amendment: \$7,500.00

Second Amendment: \$9,300.00

Third Amendment: \$279,606.36

Total New Contract Amount: \$595,362.36

2. 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 Amendment as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

DocuSigned by:  
*Joseph Schwarz*  
73513DD1A1F0490...

State of Colorado            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## Certificate Of Completion

Envelope Id: 8F7DD87E-7D5C-4F47-849B-FE8DCCCA6B03  
 Subject: Complete with Docusign: 260212 Third Amendment HDR Engineering.docx  
 Source Envelope:  
 Document Pages: 7  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Lyndsy Willette  
 645 Holbrook Street  
 P.O. Box 750  
 Erie, CO 80516  
 lwillette@erieco.gov  
 IP Address: 50.206.104.130

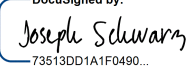
## Record Tracking

Status: Original  
 2/17/2026 4:00:28 PM  
 Holder: Lyndsy Willette  
 lwillette@erieco.gov  
 Location: DocuSign

## Signer Events

Joseph Schwarz  
 joseph.schwarz@hdrinc.com  
 Sr. Vice President  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 73513DD1A1F0490...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 163.116.147.65

## Timestamp

Sent: 2/17/2026 4:01:30 PM  
 Viewed: 2/17/2026 4:06:07 PM  
 Signed: 2/19/2026 11:05:20 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/17/2026 4:06:07 PM  
 ID: 1fcce541-609e-49e2-8472-1849a2d3cbbc

## 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

Weston Ring  
 wring@erieco.gov  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 2/19/2026 11:05:20 AM  
 Viewed: 2/19/2026 2:26:10 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/12/2026 7:58:06 AM  
 ID: 61742c62-d67e-470e-8878-6737b462b09a

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	2/17/2026 4:01:30 PM
Certified Delivered	Security Checked	2/17/2026 4:06:07 PM
Signing Complete	Security Checked	2/19/2026 11:05:20 AM
Completed	Security Checked	2/19/2026 11:05:20 AM



**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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### **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](mailto: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](mailto: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](mailto: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](mailto: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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### **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.

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- 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.