

**Third Amendment to Agreement for General Services**  
**(2026 Concrete Maintenance Services (N24-064))**

This Third Amendment to Agreement for General Services (the "Third Amendment") is made and entered into this \_\_\_\_ day of March, 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 E&M Concrete, LLC, an independent contractor with a principal place of business at 615 East 77th Avenue, Thornton, CO 80029 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on May 28, 2024, the Parties entered into an Agreement for General Services (the "Agreement"); and

Whereas, on March 4, 2025, the Parties amended the Agreement to reduce services and change the amount of compensation (the "First Amendment"); and

Whereas, on November 24, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment")

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:

Compensation. Exhibit B unit prices and contract amount are adjusted to the table below.

Original Contract Amount	\$588,605
First Amendment	-\$238,605
Second Amendment	\$50,000
Third Amendment	\$122,720.69
Contract Total:	\$522,720.69

2. Remainder of Agreement. Except as expressly modified herein, the Agreement, as amended by the Third Amendment, shall remain in full force and effect.

3. Electronic Signatures. The Parties intend that this Third Amendment be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

**Town of Erie, Colorado**

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

Attest:

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

**Contractor**

Signed by:  
*Erick Espinoza*  
\_\_\_\_\_  
25900D8508794E4...  
Erick Espinoza,

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

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

My commission expires:

(Seal)

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