

**First Amendment to Agreement for Professional Services  
(Colliers Hill Detention Pond Improvements P24-649)**

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 RESPEC, an independent contractor with a principal place of business at 720 S. Colorado Boulevard, Suite 410 S, Denver, CO 80246 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on May 19, 2025, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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 **Exhibit A-1** to this Amendment.

2. Compensation. Paragraph III of the Agreement is hereby amended to read:

"In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$123,775, which shall include all fees, costs, and expenses incurred by Consultant. Payment shall be made in accordance with **Exhibits B and B-1**, attached hereto and incorporated herein by reference."

3. 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, Town Mayor

Attest:

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

**Contractor**

*Jessica Nolle*

State of Colorado            )  
  ) ss.  
County of Denver            )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 19 day of January, 2026, by Jessica Nolle as S. Project Manager of Respec Company, LLC

My commission expires: November 7, 2028

(Seal)

*Rebecca McClure*  
Notary Public

REBECCA MCCLURE  
Notary Public  
State of Colorado  
Notary ID # 20004008153  
My Commission Expires 11-07-2028

**Exhibit A-1**  
**Scope of Services**

Consultant's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town: Contractor shall provide professional engineering services for construction of the outlet modifications for Colliers Hill Detention Pond which will include the following tasks.

- Task 1: Review of Submittals, Requests For Information (RFIs), and Change Orders. Contractor will provide ongoing reviews and discussions related to construction submittals, RFIs, and change orders and provide recommendations to the Town. This also includes review of structural submittals by structural subcontractor San Engineering.
- Task 2: Weekly Meetings. Contractor will attend weekly meetings at the request of the Town or Construction Contractor. Attendance will be at the Town's offices or in the field as required. This contract assumes a total of fifteen (15) meetings to accommodate the full construction schedule.
- Task 3: Field Observation and Reporting. Contractor will perform site visits at critical times during construction. Each site visit will be documented with an observation report, and observation reports will be sent to the Town bi-weekly. The fee estimate assumes 25 site visits lasting 1 hour each over the 17-week construction schedule in addition to progress meetings. This also includes four (4) field observation visits by structural subcontractor San Engineering.
- Task 4: Record Drawing Preparation and GIS Coordination. Contractor will review as-built survey information from the Construction Contractor and prepare record drawings based on this survey information. Drawings will be submitted to the Town. Drawing data will be exported to shapefiles to provide to the Town for use in the GIS system. Contractor will coordinate with the Town's GIS staff to determine the details of the deliverable.

**Exhibit B-1  
Compensation**

Task	\$245/hr	\$190/hr	\$165/hr	Total Hours	Direct Costs	Total Fee
	Senior Project Manager	Project Manager	Project Engineer			
<b>1. Review of Submittals, Requests for Information (RFIs), and Change Orders</b>						
Submittal Reviews		2	4	6		\$1,040
Requests for Information	1	2	4	7		\$1,285
Change Orders		2	2	4		\$710
Subtotal Hours	1	6	10	17		
SUBTOTAL	\$245	\$1,140	\$1,650			\$3,035
<b>2. Weekly Meetings</b>						
Weekly Meetings (15)	3	45		48		\$9,285
Subtotal Hours	3	45	0	48		
SUBTOTAL	\$735	\$8,550	\$0			\$9,285
<b>3. Field Observation and Reporting</b>						
Field Observation Visits and Reporting (25)	8	20	80	108		\$18,960
Subtotal Hours	8	20	80	108		
SUBTOTAL	\$1,960	\$3,800	\$13,200			\$18,960
<b>4. Record Drawing Preparation and GIS Coordination</b>						
Record Drawing Preparation	1	8	8	17		\$3,085
GIS Coordination	0	4	4	8		\$1,420
Subtotal Hours	1	12	12	25		
SUBTOTAL	\$245	\$2,280	\$1,980			\$4,505
<b>Total Hours</b>	<b>13</b>	<b>83</b>	<b>102</b>	<b>198</b>		
<i>RESPEC Direct Costs (Mileage)</i>					\$1,680	
<b>Total RESPEC Fee</b>						\$37,465
<i>Subconsultant Fee (San Engineering)</i>						\$12,110
<b>TOTAL AMENDMENT 1 REQUEST</b>						\$49,575

**Schedule**

It is assumed that RESPEC will receive Notice to Proceed by January 31, 2026.

**Assumptions**

1. No active raptor nests are present and no “active nest monitoring” will be required.
2. Full-time onsite construction observation is not included.
3. As-built survey will be performed and provided by others.
4. Construction will be substantially completed by April 2026.
5. RESPEC will participate in up to fifteen (15) weekly meetings and twenty-five (25) site observation visits.