

**First Amendment to Agreement for Professional Services**  
**(Engineering Services – Erie Town Center)**

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this \_\_\_\_ day of May, 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 CTL|Thompson, Inc., an independent contractor with a principal place of business at 1971 West 12th Avenue, Denver, CO 80204 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on January 13, 2026, 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. Amendments. The Agreement is hereby amended as follows:

Paragraph III is amended to read as follows:

**"III. Compensation**

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$200,000. This amount shall include all fees, costs, and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt."

Exhibit A is amended to add the following deliverables:

**"AIRSHAFT SURVEY**

1. Engage a subcontractor for geophysical surveying services to perform FDEM and/or MAG surveys within the suspected area of the abandoned air shafts.
2. Analyze the results of field investigation to evaluate the presence of airshafts and risks of potential ground movement due to subsidence of the abandoned mines.
3. Summarize the results of our investigation and present results in a report which is anticipated to include:
  - a. A site plan showing the surveyed area and proposed construction;

- b. Summarize the results of the analysis and failure modes of the airshafts;
  - c. Discussion of potential future subsidence risks, limitations on development, and mitigation concept alternatives; and
  - d. A conceptual void-fill grouting plan and specifications (if warranted).
4. Provide general consultation on the selection of a specialty contractor to execute the void-fill grouting plan (if warranted).
5. Attend meetings with representatives from the Colorado Geological Survey to:
- a. Discuss results of investigation and proposed mitigation plan; and
  - b. Obtain consensus regarding the development constraints due to subsidence related to the airshafts and potential mitigation.

An electronic (PDF) copy of the report will be provided upon completion of the investigation, signed by a Professional Engineer registered in the State of Colorado. Hard copies are available upon request.”

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~~ Consultant

Erin Bouc

State of Colorado )  
 ) ss.  
County of Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14<sup>th</sup> day of JUNE, 2026, by ERIN BOUCHETT as Associate of CTL|Thompson, Inc.

My commission expires: 02/01/2028

(Seal)

Beverly Garcia  
Notary Public

**BEVERLY GARCIA**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20084003914**  
**MY COMMISSION EXPIRES FEBRUARY 01, 2028**