

Third Amendment to Agreement for Professional Services

This Third Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 2025 (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 Armstrong Consultants, Inc., an independent contractor with a principal place of business at 751 Horizon Court, Suite 255, Grand Junction, CO 81506 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on May 26, 2021, the Parties entered into an Agreement for Professional Services (the "Agreement");

Whereas, on April 21, 2023 and April 9, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation; 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: Task Order E – design, bidding, construction, inspection, and close-out of the vault replacement and relocation. This includes a new vault building, foundation, equipment, and a new electrical power feed.

Compensation: Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to \$478,838, allocated as follows:

Original Contract Amount:	\$0
1 st Amendment:	\$73,840
2 nd Amendment:	\$257,788
2 nd Amendment Contingency:	\$32,212
3 rd Amendment:	\$102,220
3 rd Amendment Contingency:	\$12,778
Total New Contract Amount	\$478,838

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

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

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Armstrong Consultants, Inc.

My commission expires:

(Seal)

Notary Public