

**First Amendment to Agreement for Professional Services**  
**(Coal Creek Strategic Plan South of Erie Parkway)**

This Amendment to Agreement for Professional Services (the "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 Merrick & Company, an independent contractor with a principal place of business at 2480 W. 26th Avenue, Unit B225, Denver, CO 80211 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 23, 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. Amendments. The Agreement is hereby amended as follows:

Exhibit B. Compensation rates shall be updated with the rates attached to Exhibit B, attached hereto.

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**

Walter C. Pennington  
Surface Water Practice Leader

State of Colorado )  
 ) ss.  
County of Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18<sup>th</sup> day of February, 2026, by Walter C. Pennington as Surface Water of Merrick & Company.  
Practice Leader

My commission expires:  
4/5/2027

(Seal)

DIANA M RAMSER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20034009959  
MY COMMISSION EXPIRES APRIL 5, 2027

Diana M. Ramser  
Diana M. Ramser  
Notary Public

**Exhibit B**  
**Compensation**

As compensation for completion of the Services in compliance with this Agreement, Consultant shall be paid on an hourly basis for the time spent by Consultant's employees for performance of Services satisfactorily completed up to the not to exceed amount identified in Paragraph III of the Agreement, in accordance with the following agreed upon hourly rates for Consultant's employees:

**SCHEDULE OF HOURLY BILLING RATES**

Effective January 1, 2025

**PROJECT MANAGEMENT**

Project Manager	\$260.00
Senior Project Manager	\$270.00

**PROJECT ENGINEERING**

Project Engineer I	\$135.00
Project Engineer II	\$156.00
Project Engineer III	\$172.00
Project Engineer IV	\$187.00
Project Engineer V	\$208.00
Senior Project Engineer I	\$218.00
Senior Project Engineer II	\$245.00
Technical Practice Lead	\$296.00
Sr. Technical Practice Lead	\$322.00

**FIELD ENGINEERING**

Construction Observer I	\$146.00
Construction Observer II	\$166.00
Construction Observer III	\$187.00
Construction Observer IV	\$208.00

Construction Observer V	\$229.00
Senior Construction Observer	\$255.00
Construction Practice Lead	\$270.00
Sr. Construction Practice Lead	\$302.00

### **DRAFTING**

Designer I	\$114.00
Designer II	\$135.00
Designer III	\$156.00
Designer IV	\$166.00
Designer V	\$187.00
Senior Designer	\$218.00
Design Manager	\$229.00
Design Practice Lead	\$255.00
Senior Design Practice Lead	\$270.00

### **SURVEYING**

Survey Project Manager	\$275.00
Principal/PLS Surveyor	\$303.00
Project Controls / Administration	\$126.00
Lead Surveyor	\$155.00
GPS Processor	\$155.00
Party Chief RLS	\$128.00
Party Chief	\$104.00
Instrument/Rod Person	\$76.00
Sr. Professional Land Surveyor	\$248.00
Professional Land Surveyor	\$174.00

Survey Technician	\$133.00
One-person Crew	\$173.00
Two-person Crew	\$259.00
Utility Designations / SUE	\$182.00

**ADMINISTRATION & PROCESS CONTROLS**

Admin I	\$114.00
Admin II	\$135.00
Admin III	\$156.00
Admin IV	\$166.00
Project Coordinator I	\$135.00
Project Coordinator II	\$156.00
Project Coordinator III	\$177.00
Project Coordinator IV	\$198.00

**FUNDING SERVICES & GOVERNMENT AFFAIRS**

Funding Specialist I	\$135.00
Funding Specialist II	\$156.00
Funding Specialist III	\$177.00
Funding Manager	\$198.00
Sr. Funding Services Lead	\$208.00

**OTHER**

Subconsultant	Cost + 10%
Courier	Cost + 10%
Expert Witness Court Appearance	\$3,250.00/day
G.P.S. System	\$140/unit/day

Workstations/Specialized Equipment (Minimum Charge \$30.00)	\$60.00/day
Minimum Charge	\$30.00
Personal Vehicle Mileage	Current Allowable IRS Rate
UAS	\$150/day
ATV	\$150/day
NavVis	\$1,200.00/day
GPS/Survey Equipment	\$10.50
Special Software	Cost + 10%
Other Materials or Equipment	Cost + 10%

Above standard rates will be held firm through December 31, 2026.

The total annual compensation under this Agreement shall not exceed the amount included in the Town's annual budget.

Except as expressly provided in this Exhibit B, Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.), vehicle, mileage, or equipment costs.

Consultant shall submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. Consultant shall include in all invoices an itemization of the Services rendered and the hourly breakdown billed in increments of not less than 15 minutes for all personnel and other charges, and supporting documentation as may be required by the Town.