

Second Amendment to Agreement for Professional Services
(111th and Arapahoe Road Intersection Improvements (P22-453))

This 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 Consor North America, Inc., an independent contractor with a principal place of business at 1157 West Century Drive, #220, Louisville, CO 80027 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, on October 25, 2022, the Parties entered into an Agreement for Professional Services (the "Agreement");

Whereas, on August 13, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); 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. Compensation for Budget Overruns. The Town shall pay Consultant an additional \$8,000 to compensate Consultant for budget overruns due to coordination delays and design changes from both the Town and the City of Lafayette. In exchange for such additional compensation, Consultant waives any rights it may have to seek additional compensation for such budget overruns.
2. Additional Services. Consultant shall provide Construction Support Services to augment the Construction Management services performed by the Town, the City of Lafayette, and others. These Construction services shall include the preparation of Issued for Construction Plans and Project Special Provisions, attendance of the Pre-Construction Meeting, construction observations, engineering review and responses to construction submittals and Requests for Information, and the preparation of Record Drawings and final CAD files per the Town requirements. The Town shall pay Consultant an additional \$12,001 for completion of such additional services.
3. Accessibility. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and

any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

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

5. Electronic Signatures. The Parties intend that this Agreement 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 Second Amendment as of the Effective Date.

Town of Erie, Colorado

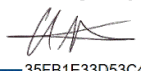
Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Consultant

DocuSigned by:



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Chris Manning, PE, Principal Engineer

State of Colorado)
) ss.
County of _____)

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

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: A20BD17D-65C2-4DBF-9FD1-33F59BA9851B

Status: Completed

Subject: Complete with Docusign: Second Amendment - 111th and Arapahoe Road - Update.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kris McDaniel

AutoNav: Enabled

645 Holbrook Street

Envelopeld Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Erie, CO 80516

krismc@erieco.gov

IP Address: 73.34.182.144

Record Tracking

Status: Original

Holder: Kris McDaniel

Location: DocuSign

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krismc@erieco.gov

Signer Events

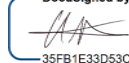
Chris Manning

chris.manning@consoreng.com

Principal Engineer

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Uploaded Signature Image

Using IP Address: 98.43.170.81

Timestamp

Sent: 10/22/2025 11:16:17 AM

Viewed: 10/22/2025 12:40:49 PM

Signed: 10/22/2025 12:40:55 PM

Electronic Record and Signature Disclosure:

Accepted: 8/13/2025 11:03:54 AM

ID: 692197b4-36bf-4902-ba9e-4b80709f7869

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

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Timestamp

Intermediary Delivery Events

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Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

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Witness Events

Signature

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Notary Events

Signature

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Timestamps

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Certified Delivered

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Signing Complete

Security Checked

10/22/2025 12:40:55 PM

Completed

Security Checked

10/22/2025 12:40:55 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure