

Second Amendment to Agreement for Professional Services
(Erie Police Department Expansion and Remodel Project (P24-519))

This Second Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 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 D2C Architects, Inc. a Colorado corporation d/b/a D2C Architects, with a business address of 1212 S. Broadway, Suite 250, Denver, CO 80210 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on September 10, 2024, the Parties entered into an Agreement for Professional Services (the "Original Agreement") for the Contractor to provide architectural and design services to the Town; and

Whereas, the Parties amended the Original Agreement on October 20, 2025 (the "First Amendment," and together with the Original Agreement, the "Agreement") to amend the Scope of Services and increase the maximum contract amount; and

Whereas, the Parties wish to further 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 Services. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

"All design services required to modify the Construction Documents to account for: (i) the addition of 4 solar photovoltaic ready parking canopies, covering 58 parking stalls, to the secure the parking area of the Erie Police Department; and (ii) replacement of the existing grass area on the east and south sides of the Erie Police Department with new low-water plantings. A detailed scope is outlined in Contractor's Amendment Number 2 proposal dated April 13, 2026."

2. Compensation. Section III. of the Agreement, entitled "**Compensation**," is hereby deleted in its entirety and replaced with the following:

"In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$2,003,907 which includes a base amount of \$1,976,636 and a contingency of \$27,271. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Contractor. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt."

3. Remainder of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

[signature page to follow]

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

D2C Architects, Inc.
a Colorado corporation



Name: Eric Combs
Title: Vice President