

Fourth Amendment to Agreement for Professional Services
(Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design)

This Fourth 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 HDR Engineering, Inc. a Colorado corporation with a business address of 1670 Broadway, Suite 3400, Denver, CO 80202 ("Contractor"), each a "Party" and collectively the "Parties".

Whereas, on June 25, 2024, the Parties entered into an Agreement for Professional Services (the "Original Agreement") for the Contractor to provide engineering services related to a public project at Erie Lake; and

Whereas, on June 29, 2025, the Parties entered into an Amendment to Agreement for Professional Services (the "First Amendment") to amend the Scope of Services and the compensation terms; and

Whereas, on October 27, 2025, the Parties entered into a Second Amendment to Agreement for Professional Services (the "Second Amendment") to amend the Scope of Services and the compensation terms; and

Whereas, on February 24, 2026, the Parties entered into a Third Amendment to Agreement for Professional Services (the "Third Amendment," and together with the Original Agreement, First Amendment, and Second Amendment, the "Agreement") to amend the Scope of Services and the compensation terms; 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. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work:

“Contractor will conduct an assessment and potential rehabilitation design to the intake structure at Erie Lake as part of Erie Lake Dam Seepage Rehabilitation construction. The existing structure will be improved by adding a gate which may require improvements to the concrete structure for performance and longevity.

An on-site inspection of the existing intake structure will be the first step in analyzing the structure’s condition. The structure will be examined to determine its capacity to support installation of a new

manual slide gate. It is likely that retrofits and improvements and/or replacement will be required of the existing intake structure to support the new manual slide gate. This scope includes the structural analysis and calculations package likely required to retrofit the structure. Based on the provided flow rate and head (from the Town), an "off the shelf" manual slide gate will be selected for installation to take place during the existing construction contract. Contractor will provide construction drawings and specifications for such work.

The following rates shall apply for work performed under the services added by the Fourth Amendment to Professional Services Agreement:

Title	Hours	Miles	Rate (\$/hour)	Total (\$)
Project Manager, Level IV	6		282.88	1,697.28
Senior Engineer, Level I	9		274.56	2,471.04
Project Engineer, Level V	6		261.04	1,566.24
Project Engineer, Level II	42		217.36	9,129.12
Design Engineer, Level III	75		158.08	11,856.00
Design Engineer, Level I	32		131.04	4,193.28
CAD Designer, Level II	42		141.44	5,940.48
Project Accountant II	3		131.04	393.12
Project Assistant	5		114.40	572.00
Field Survey Mileage		100	0.725	72.50
Total				37,891.06

”

2. 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 \$633,253.43. 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. Except as expressly modified herein, the Agreement shall remain in full force and effect.

4. This Amendment shall not be effective or binding on the Town until approved and fully by all signatories of the Town of Erie and, if required by the Charter, approved by the Town Council

[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

HDR Engineering, Inc.
a Colorado corporation

DocuSigned by:
Joseph Schwarz
73513DD1A1F0490...

Name: Joseph Schwarz

Title: Sr. Vice President

Certificate Of Completion

Envelope Id: 3F291224-8645-80DC-836D-E1BA9AFD6A8B
 Subject: Complete with Docusign: 260604 PSA Fourth Amendment HDR Erie Lake.docx
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

 Envelope Originator:
 Lyndsy Willette
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 lwillette@erieco.gov
 IP Address: 73.229.163.125

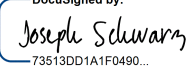
Record Tracking

Status: Original
 6/8/2026 3:17:41 PM
 Holder: Lyndsy Willette
 lwillette@erieco.gov
 Location: DocuSign

Signer Events

Joseph Schwarz
 joseph.schwarz@hdrinc.com
 Sr. Vice President
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 73513DD1A1F0490...
 Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.247.64

Timestamp

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 Viewed: 6/8/2026 3:28:10 PM
 Signed: 6/8/2026 5:01:43 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Caleb Stock
 Caleb.Stock@hdrinc.com
 Security Level: Email, Account Authentication
 (None)

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Sent: 6/8/2026 3:20:27 PM
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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Weston Ring
 wring@erieco.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/8/2026 3:20:27 PM
Certified Delivered	Security Checked	6/8/2026 3:28:10 PM
Signing Complete	Security Checked	6/8/2026 5:01:43 PM
Completed	Security Checked	6/8/2026 5:01:44 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.