

**FIRST AMENDMENT TO AGREEMENT FOR GEOGRAPHICAL INFORMATION
SYSTEM CONSULTING SERVICES**

This First Amendment to Agreement for Geographical Information System Consulting Services ("First Amendment") is made and entered into to this 17th day of November, 2017, to be effective as of January 1, 2018 ("Effective Date") by and between the **Platte Canyon Water and Sanitation District**, a quasi-municipal corporation and political subdivision of the State of Colorado hereinafter referred to as ("District") and **Merrick & Company**, a Colorado corporation (hereinafter referred to as "Consultant") whose address is 5970 Greenwood Plaza Boulevard, Greenwood Village, Colorado 80111, telephone number: 303-751-0741. The District and Consultant are hereinafter collectively sometimes referred to as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, District and Consultant entered into an Agreement for Geographical Information System Consulting Services ("Agreement") dated to be effective January 1, 2017, for one-year that automatically renews on the same terms and conditions, for two separate, successive periods of one calendar year each; and

WHEREAS, Consultant has proposed a rate increase for calendar year 2018 that is acceptable to District;

WHEREAS, District and Consultant desire to amend the Agreement effective January 1, 2018, to provide for Engineer's proposed rate increase, as well as certain other modifications as more particularly set forth below.

NOW THEREFORE, the Parties agree as follows:

1. **2018 Rate Schedule.** Exhibit B, is hereby deleted in its entirety from the Agreement and a new Exhibit B as attached hereto, is hereby substituted in its place.
2. **Notice to Proceed-Services.** Paragraph 2, entitled Notice to Proceed-Services is hereby deleted in its entirety from the Agreement and the following new paragraph 2 substituted in its place:

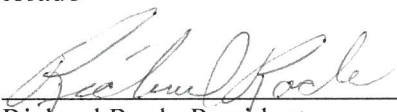
"Notice to Proceed-Services. From and after the Effective Date, and provided District receives or has received satisfactory Certificates of Insurance as required by paragraph 15 below within twenty (20) days from the Effective Date, Consultant shall, when and only when authorized by a Written Task Order issued by the District Manager or Business Program Specialist, perform those Services specifically identified in the Written Task Order. Any Services not identified within the Scope of Work or within a Written Task Order shall be performed by Consultant only after receiving specific written direction to do so from the District Manager or Business Program Specialist."

3. **Compensation.** Notwithstanding paragraph 7 of the Agreement to the contrary, the total annual compensation to Consultant under the Agreement shall not exceed \$20,000 without prior written authorization of the District.

4. **Reaffirmation of Agreement.** Upon execution of this First Amendment by both of the Parties hereto, the Agreement shall remain in full force and effect, as amended by this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written, to be effective as of January 1, 2018.

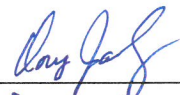
PLATTE CANYON WATER AND
SANITATION DISTRICT, a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: 
Richard Rock, President

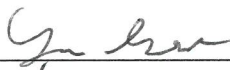
Attest:


William Buckner, Secretary

MERRICK & COMPANY, a Colorado
Corporation

By: 
Name: DOUG JACOBY
Title: GEOMATICS- GSS PRACTICE LEAD

Attest:

By: 
Name: Jennifer Golubek
Title: GSS Lead

**EXHIBIT B
LABOR RATES**

<u>Classification Rate</u>	<u>Hourly</u>
Project Management	\$273
GIS Supervisor	\$179
GIS Applications	\$117
GIS Analyst	\$134
GIS Analyst II	\$126
Project Controls/Clerical	\$102

Direct Expenses

Automobile/Mileage	IRS Rate
Outside Services	Cost plus 10%

Minimum Onsite Support Charges

For all tasks above requiring onsite support, specifically visits to DISTRICT office, area of DISTRICT Jurisdiction or other required travel offsite of CONSULTANT's premises, a minimum 2 hour charge at the applicable consultant's rate noted above will be incurred. Travel time to and from the required destination will be the responsibility of the DISTRICT, billed at the rate of the relevant personnel performing travel and consulting task listed in this Exhibit A for the District.