

Agreement for Services

This Agreement for Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Boulder A.I.R. LLC, a Colorado limited liability company with a principal place of business at 2820 Lafayette Drive, Boulder, CO 80305 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

Now therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$ 71,729.50 on or before September 30, 2025, \$ 71,729.50 on or before December 31, 2025, and \$ 300,000 in 2026 (in installments of \$ 75,000, or 25%, every three months, with the first payment of 2026 due on or before March 31, 2026). This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other contractors in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material; and the protection of human health, safety or the indoor or outdoor environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Federal Water Pollution Control Act; and the Occupational Safety and Health Act.

D. Contractor 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 Contractor's noncompliance with such accessibility standards.

V. Ownership

All monitoring data collected and all drawings, analyses, plans, tests, maps, surveys, electronic files and written material generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall be property of the Town. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor. Notwithstanding the foregoing, Contractor shall be authorized to use any of the monitoring data or documents described above and shall own any data or other documents derived therefrom beyond the scope of this Agreement. Contractor retains ownership of equipment, software, data processing and analytics algorithms. Contractor's use or analysis of the data or documents generated pursuant to this Agreement beyond the scope of this Agreement is not and shall not be represented as the determination, opinion, or position of the Town in any form.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which is defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By: Detlev Helwig

State of Colorado)
County of Boulder) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18th day of June, 2025, by Detlev Helwig as Owner of Boulder A.I.R. LLC.

My commission expires: 06/17/2026

(Seal)

SUSHANTA POUDEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224023833
MY COMMISSION EXPIRES JUN 17, 2026

Sushanta Poudel
Notary Public

Exhibit A

Scope of Services

Contractor shall perform the following services:

A. Contractor shall conduct air quality monitoring at the Erie Community Center (the "ECC"), including monitoring of all variables and pollutants, with real-time data reporting.

B. Contractor shall monitor ozone and Particulate Matter ("PM"), following regulatory-grade protocols and quality requirements, and adhering to the instrument configuration, calibration, and maintenance protocols as mandated by the EPA and followed by the Colorado Department of Public Health and Environment ("CDPHE").

C. Contractor shall monitor volatile organic compounds ("VOCs") by operation of a gas chromatography-flame ionization instrument, which provides sensitive and VOC-specific monitoring of a series of primary oil and natural gas hydrocarbons. Contractor shall report a minimum of 25 species of the most prominent VOCs observed in ambient air, with quantification following the protocol and being based on the calibration scale of the World Meteorological Organization Global Atmospheric Watch program with calibration standards from the U.K. National Physics Laboratory.

D. Contractor shall include automated data processing and reporting to the Town project web portal that is maintained by Contractor (<https://www.bouldair.com/erie.htm>). Contractor shall include data from the Town monitoring in the AirLive Combined Northern Colorado Front Range website (<https://www.bouldair.com/NoCoFrontRange.htm>).

E. Contractor shall submit fully quality-controlled VOC data to the EPA Ambient Monitoring Archive for Hazardous Air Pollutants ("AMTIC") (<https://www.epa.gov/amtic/amtic-ambient-monitoring-archivehaps>). Contractor shall submit data for all other chemical measurements to the NILU EBAS archive (<https://ebas.nilu.no/>).

F. Contractor shall acquire, install and operate 4 SGS SmartSense solar powered air monitoring stations with battery backup (<https://www.sgsgalson.com/smart-sense-home/>). Monitored variables shall include wind speed, wind direction, air temperature, particulate matter (PM1, PM2.5, PM10) and total VOCs by photoionization detection ("PID"). Each station shall be equipped with a sampling trigger mechanism and air sampling canister to collect whole air samples when elevated VOC signals are detected by the PID. Contractor shall install an additional station at the ECC in parallel to the real time methane, VOCs, and PM2.5 monitoring at the ECC, to provide comparison between the two methods and additional quality control of the SmartSense air sampling.

G. Contractor shall analyze 15 trigger canister samples collected by the SmartSense stations for methane and VOCs, following regulatory-grade protocols and quality requirements.

H. Contractor shall conduct real-time reporting of the SmartSense data to the public SGS LiveView data portal (<https://www.sgsgalson.com/sgs-liveview/>).

I. Contractor shall prepare and analyze a maximum of 9 grab sampling Summa canisters.

J. Contractor shall prepare pollution event analyses and event reports, with one annual report and presentation to the Town Council.

K. Contractor shall conduct all monitoring listed herein at $\geq 95\%$ uptimes.