

Agreement for Professional Services
(Highway 52/ Weld County Road 7 Downstream Drainage Analysis)

This Agreement for Professional Services (the "Agreement") 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 Kimley-Horn and Associates, Inc., an independent contractor with a principal place of business at 6200 South Syracuse Way, Greenwood Village, CO 80111 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional 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, and known as:

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 an amount not to exceed \$273,537, which includes a base amount of \$248,670 and a contingency of \$24,867. 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.

IV. Professional 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 professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: 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 Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. 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 the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

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.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable 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 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; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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 obligation 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 shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Task 1 - *General Services and Project Management*
 - Task 1.A *Project Management and Oversight* - Contractor shall provide project management and oversight for the project, including subcontractor management, invoicing, progress reports, schedule maintenance, and control documents.
 - Task 1.B *Project Coordination/Meetings* - Contractor shall coordinate with the Town and Contractor Team to establish and engage the Project Management Team (PMT) for the project and develop a list of agencies and Stakeholders. Contractor shall coordinate, prepare for and attend meetings with the agencies and Stakeholders as outlined in the following tasks.
 - Task 1.B.1 *Kickoff Meeting* - Contractor shall prepare for, coordinate, and attend up to one 2-hour virtual Kickoff Meeting, including Contractor and its subconsultants (the "Project Team"), Town staff (including Public Works), Town of Frederick staff, CDOT staff, and others as required.
 - Task 1.B.2 *Project Team Meetings* - Contractor shall prepare for, coordinate, and attend bi-weekly virtual meetings with the Project Team (up to 16 one-hour meetings), to review the tasks completed, the tasks planned, and to prepare for upcoming meetings.
 - Task 1.B.3 *Stakeholder Coordination* - Contractor shall prepare for, coordinate, and attend virtual meetings with the Stakeholders (up to 2 one-hour meetings) to obtain input on project elements and alternatives. Contractor shall prepare meeting agendas including an action item tracking list and meeting minutes for each Stakeholder Meeting. Stakeholder Meetings are anticipated to consist of Town staff, Town of Frederick staff, CDOT staff, residents, Contractor PM, and Project Team members, as needed. It is anticipated that Stakeholders may also attend review meetings for milestone submittals.
 - Task 1.B.4 *Other Meetings* - Contractor shall prepare for, coordinate, and attend design review, issue and virtual comment resolution meetings (up to 3 two-hour meetings) with Town staff, agencies and other stakeholders, including:
 - Town Council Meetings;
 - Design development meetings

- Maintenance agency/entity reviews;
 - Pre-submittal Meetings;
 - Utility Coordination Meetings; and
- Task 2 Drainage Analysis
 - Task 2.A *Site Visit* - Contractor shall conduct one site visit to assess the existing conditions and gather relevant data. Contractor shall document observations and collect essential information.
 - Task 2.B *Due Diligence* - Contractor shall perform a review of the existing documents, including master drainage reports, final drainage reports, construction documents, and documents obtained from the Town, Frederick, and CDOT.
 - Task 2.C *Topographic Survey*. Contractor shall complete right-of-way survey and topographic mapping, including:
 - Control Work – Horizontal Control Datum will be based on the Colorado North Datum; Vertical datum will be based on NAVD 88.
 - Improvement – Surveying of above ground features along the alignment outlined in Figure 1 below.
 - Utility – Surveying of locates, markings, and visible appurtenances within the red area shown in Figure 1 below including invert elevations of storm and sanitary manholes.
 - Right-of-Way – As established/defined by the existing roadway features, GIS, and found survey monumentation.
 - CADD drawing – Contractor shall map all survey data collected creating a CADD drawing in Civil 3D 2022.
 - Topographic Survey included in the area as described shown in Figure 1 below.

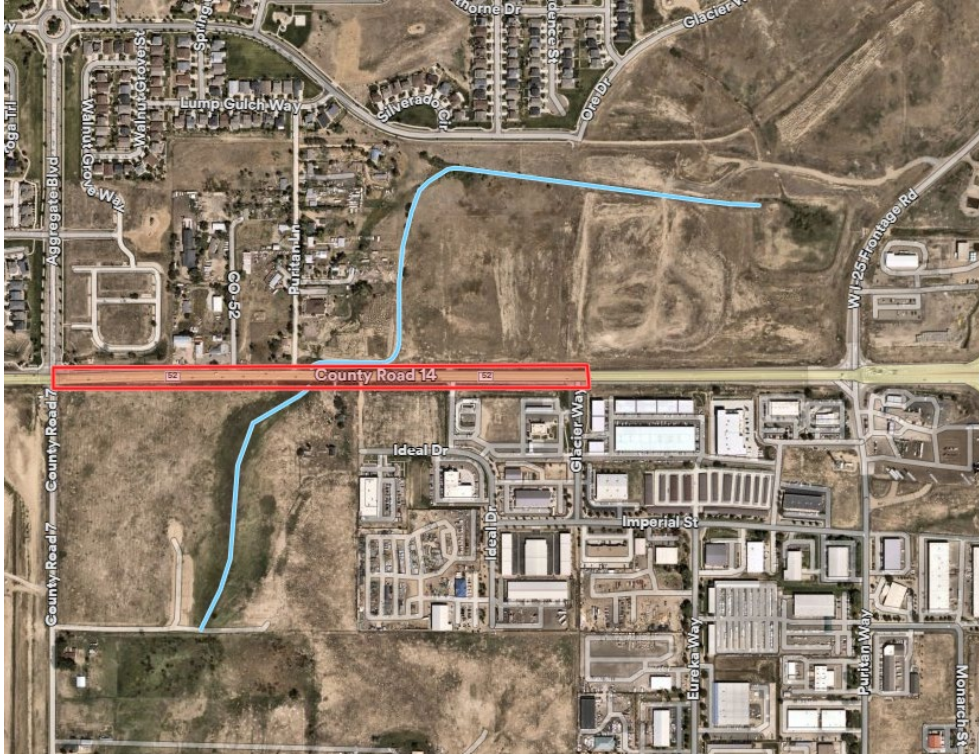


Figure 1- Survey Limits

- Task 2.D *Utility Locates and Subsurface Utility Engineering (SUE)*
 - Contractor shall complete utility locates and Quality Level B (QLB) and Quality Level A (QLA) Subsurface Utility Engineering (SUE) investigation. The QLB investigation will be completed on Highway 52 right of way from Weld County Road 7 to Glacier Way. The QLA investigation shall consist of one day of potholing (up to 15 test holes based on site conditions) within the low water crossing area of Highway 52 between Weld County Road 7 and Glacier Way. As part of the SUE investigation for this project, the Contractor shall complete the following tasks.
- Task 2.D.1 *SUE QLB*
 - Contractor shall conduct utility investigations meeting the requirements of ASCE 38-22 and C.R.S. § 9-1.5-103, including a QLB, QLC, and QLD investigation for the area in red in Figure 2.
 - Contractor shall conduct, document, stamp, and seal a SUE investigation of the project area to document existing utilities within the project limits. As part of the SUE, Contractor shall.
 - Submit a SUE ticket to Colorado 811 to aid in the identification of utility owners that may be affected by, the project.

- Request, collect and review applicable utility facility records available from utility owner, such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, permit exhibit drawings, and oral histories gained through interviews with utility owners.
 - Compile a list of all utility owners contacted, note information received with contact information for each response, and note any non-responses.
 - Collect and review existing utility records, as-built drawings, and mapping information.
 - Identify and coordinate with utility owners to gather relevant data.
 - Conduct a field survey to identify surface features such as manholes, valve boxes, and utility markers, and correlate these surface features with utility records to validate the data.
 - Perform geophysical utility locates using electromagnetic methods.
 - Designate and mark utilities.
 - Survey designated utilities to project coordinates for accurate mapping.
 - Integrate field survey data and utility records into a comprehensive utility map. Prepare plan sets at a 1-inch = 30-foot scale showing QLB data and visually confirmed QLA information from Task 2.D.2, clearly depicting utility types, depths, conflicts, and appurtenances.
 - Traffic Control Coordination – Contractor shall develop and coordinate traffic control plans, including obtaining permits through the Town as required.
- Task 2.D.2 *SUE QLA*
- Contractor shall conduct QLA utility investigations meeting the requirements of ASCE 38-22 and C.R.S. § 9-1.5-103 for the area in blue in Figure 2.
 - Traffic Control Coordination – Contractor shall develop and coordinate traffic control plans, including obtaining permits through the Town as required and up to one day of traffic control.

- Identify and document exposed utilities, including the following attributes: utility type (water, gas, sewer, electric); size and material; condition of the exposed section, if visible.
- Verify utility ownership and coordinate with utility owners to resolve any discrepancies.
- Project coordination and field oversight.
- Contractor shall oversee field operations to ensure compliance with project requirements, safety standards, and schedule adherence.
- Coordinate with utility owners, contractors, and stakeholders as necessary to resolve conflicts or adjust field activities.
- Identify critical locations where subsurface utilities need to be exposed for accurate data.
- Utilize vacuum excavation or other approved non-destructive techniques to safely expose utility lines.
- Record precise measurements of the utility's horizontal position and vertical depth with an accuracy of ± 0.05 feet.
- Restore all excavation areas to their original condition or as specified by the Town, including replacing pavement, soil, and landscaping disturbed during the potholing process.
- Collect detailed field data for each utility, including: horizontal and vertical positions referenced to project control points; photographs of each exposed utility; and documentation of size, material, and depth.
- Update project plans, CAD, or GIS files with Quality Level A utility data.
- Deliver a detailed utility report summarizing: field methods and locations of potholing; measurements and observations for each exposed utility; and recommendations or considerations for design and construction.

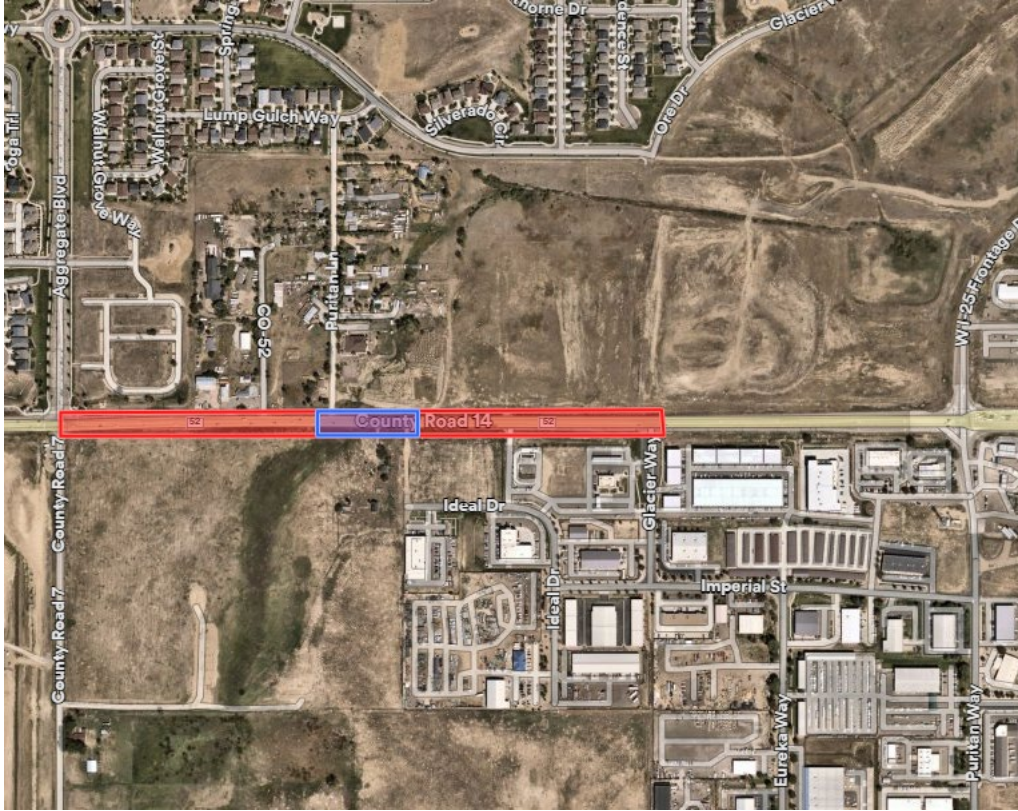


Figure 2- SUE Limits

- Task 2.E *Environmental Assessment* - Contractor shall conduct one day of field reconnaissance to delineate the extents of aquatic features within the project limits in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement, and summarize the results of the delineation in a report including a graphic depicting the limits of aquatic features observed during the delineation. Contractor shall complete one upland and one wetland USACE Wetland Determination Data form for each aquatic feature, if applicable. Contractor shall complete one Ordinary High Water Mark (OHWM) form for each stream feature, if applicable. Contractor shall collect aquatic feature locational data via a handheld Global Navigation Satellite System (GNSS) receiver. The aquatic resource delineation summary memorandum shall include:
 - Site and landscape description
 - Wetland and/or surface water assessment
 - Vegetation
 - USGS Soil Classification
 - Hydrology
 - Jurisdictional recommendation
 - Figure 1. Project Location Map
 - Figure 2. Aquatic Resource Delineation Map

- Task 2.F *Hydrologic Analysis* - Contractor shall complete a hydrologic analysis to evaluate the watershed area contributing to the culvert and downstream detention pond. The hydrologic analysis shall utilize the Summerfield Development and OSP hydrologic analysis to evaluate the future flows and volumes reaching the at Highway 52 culvert, the existing channel north of Highway 52, and the existing detention pond north of Highway 52. This task shall also include coordination with Frederick to obtain available reports on the drainageway and detention pond north of Highway 52, to better understand what flows the existing detention pond was designed to store and the 100-year release rate.
- Task 2.G *Hydraulic Analysis* - Contractor shall complete a hydraulic analysis for the project limits, including setting up a hydrologic model utilizing EPA SWMM to analyze the runoff through the existing drainage infrastructure, including the Summerfield Development and OSP SWMM modeling as the basis. The SWMM model shall also include the existing channel and detention pond located within the Town of Frederick. Contractor shall complete a hydraulic analysis using Flowmaster software for sizing the channel design, and using HY-8 for the culvert analysis. Contractor shall evaluate the capacity of the existing storm infrastructure, including the existing culvert under Highway 52, the existing channel downstream of Highway 52, and the existing detention pond downstream of Highway 52. Additionally, Contractor shall identify flows and document hydraulic conditions within the existing system, including potential upstream flooding and downstream impacts.
- Task 3 – Conceptual Plan
 - *Conceptual Alternatives* - Contractor shall develop up to 4 conceptual alternatives to improve the existing system, including accommodating future development runoff. Potential alternatives may involve culvert upsizing, installing an online detention pond upstream of Highway 52, installing an offline detention pond upstream of Highway 52, implementing downstream channel improvements, realigning the Highway 52 culvert, upsizing and reconfiguring the detention facilities within the Town of Frederick, and creating water quality ponds. Contractor shall prepare up to 4 alternatives, each presented on 11"x17" exhibit that includes conceptual layouts and cross-sections and identifies right-of-way or easement needs associated with the proposed improvements. Contractor shall meet with the appropriate stakeholders to discuss the conceptual alternatives. Once there is a clear direction on the preferred alternatives, Contractor shall then perform a hydraulic analyses for each selected alternative to assess capacity and preparing a concept level opinion of probable cost. The evaluation shall also consider the environmental impacts of each alternative, including

potential permitting requirements. as well as completing a benefit-cost analysis for each selected alternative.

- Task 4 Design (30% & 50%)
 - Task 4.A *Structures Selection* - Contractor shall complete a CDOT style structure selection report (SSR) following the CDOT SSR QA checklist to develop the report. Contractor shall collaborate with CDOT Region 4 prior to starting the report, in a one hour virtual meeting, resulting in a CBC vs. span bridge comparison for the SSR. Contractor shall coordinate with hydraulics on the structure sizing (30 minute virtual meeting) and the geotechnical subconsultant on the results of the geotechnical investigation to verify feasible structure types (30 minute virtual meeting). Contractor's structures lead shall attend up to 2 one-hour progress meetings. Contractor shall prepare bridge general layout plans for the SSR selected alternative. Contractor shall address one round of comments on the SSR.
 - Task 4.B *Geotechnical Investigation* - Contractor shall provide geotechnical engineering services, including the following:
 - Contractor shall perform the field investigation for the project in accordance with the CDOT criteria. Contractor shall drill 4 test holes to evaluate the subsurface profile and to obtain earth material samples for laboratory testing. Contractor shall drill 2 test holes at/near each end of the proposed culvert. Final depths of the test holes shall be determined in the field as exploration progresses and as the subsurface profile becomes evident.
 - Contractor shall mark boring locations in the field prior to drilling operations, and then contact the Utility Notification Center of Colorado (UNCC/Colorado 811) to arrange to have utilities marked.
 - If necessary, Contractor shall obtain a right-of-way permit from CDOT.
 - The drilling operations shall be monitored by a geologist or engineer. The field personnel shall prepare a field log for each boring location which describes the subsurface conditions, groundwater levels, penetration test blow counts, and sampling intervals. Contractor shall use the field logs and boring samples to conduct laboratory testing to evaluate relevant engineering characteristics of the material at the site.
 - Contractor shall backfill the boreholes with the auger spoils following drilling operations.
 - Contractor shall analyze the information from the field and laboratory studies to develop geotechnical parameters regarding the box culvert and wingwall foundation systems, site grading/earthwork operations

excavation conditions, lateral earth pressures, water soluble sulfate content, and soil corrosivity.

- Contractor shall present the results of the field investigation, laboratory testing, and engineering analysis in a report prepared by an engineer registered in the State of Colorado.
- Task 4.C *Design Development (30%)* - Contractor shall utilize the information gathered and determined from the previous tasks to advance the selected alternative design to 30% Field Inspection Review (FIR) plans and specifications. Contractor shall prepare preliminary design documents consisting of plans, specifications, and report. Contractor shall submit the 30% FIR design documents to the Town for review. The 30% FIR submittal shall consist of the following:
 - Title sheet (up to one sheet);
 - General notes (up to one sheet);
 - Survey control;
 - Horizontal control (up to one sheet);
 - SUE plans;
 - Highway 52 removal plans;
 - Highway 52 culvert plans (up to 2) sheets;
 - Highway 52 Grading Plan (up to 2 sheets);
 - Drainage, detention pond plans, water quality plans (up to 4 sheets);
 - Channel plans (up to 11 sheets); and
 - Design report.
- Task 4.D *Design Development (50%)* - Based upon one set of consolidated comments, Contractor shall respond to comments and advance the 30% design documents to 50% design plans and specifications. Contractor shall prepare preliminary design documents consisting of plans, specifications, and report. The 50% FIR submittal shall consist of the following:
 - Title sheet (one sheet);
 - General notes (one sheet);
 - Survey control;
 - Horizontal control (one sheet);
 - SUE plans;
 - Highway 52 removal plans;
 - Highway 52 culvert plans (up to 2 sheets);
 - Highway 52 culvert details (up to 3 sheets);
 - Highway 52 grading plan (up to 2 sheets); and
 - Design report.
- Task 4.E *50% Design Cost Estimates* - Contractor shall provide a 50% Design Engineers Opinion of Probable Construction Cost (EOPCC) with the

50% design submittal. Contractor shall calculate plan quantities as part of the cost estimate and plan development process. Pay items numbers shall be consistent with CDOT standard pay items and units of measure. Pay items proposed as a lump sum unit of measure shall be discussed with the Town prior to submittal. Unit prices shall be based on the CDOT Construction Cost Index and current Town pricing information from recent similar construction projects.

- Task 5 *Design Report*
 - Contractor shall prepare a design report for the proposed improvements, summarizing the existing conditions analysis, including deficiencies and potential impacts, documenting the analysis and comparison of the conceptual alternatives, and incorporating stakeholder feedback. The report shall also provide a description of the selected design, including design criteria, assumptions, and calculations, and present a recommended alternative for implementation.

Certificate Of Completion

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 Subject: Complete with Docusign: PSA for Hwy 52-WCR7 Final.pdf
 Source Envelope:
 Document Pages: 16
 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: 50.206.104.130

Record Tracking

Status: Original
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 lwillette@erieco.gov
 Location: DocuSign

Signer Events

Anthony Pratt
 anthony.pratt@kimley-horn.com
 Associate
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 446D212FC4EB475...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.83.223.169

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 Signed: 3/12/2025 7:43:12 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Status

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Jon Williams
 jwilliams@erieco.gov
 Security Level: Email, Account Authentication
 (None)

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Sent: 3/12/2025 7:43:13 AM
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Notary Events

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Envelope Summary Events

Status

Timestamps

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Completed	Security Checked	3/12/2025 7:43:13 AM

Payment Events	Status	Timestamps
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.

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- 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.