

## **Agreement for Professional Services**

This Agreement for Professional Services (the "Agreement") is made and entered into this \_\_\_\_ day of March, 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 IronStride Solutions, PC an independent contractor with a principal place of business at 2000 S. Colorado Boulevard, Tower 2, Suite 975, Denver, CO 80222 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant 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. Consultant 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 Consultant proceeds without such written authorization, Consultant 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 Consultant 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 Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant, the Town shall pay Consultant \$129,945.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

### **IV. Professional Responsibility**

A. Consultant 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 Consultant 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 Consultant 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 Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant 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.

E. Consultant 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 Consultant's noncompliance with such accessibility standards.

**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 Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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 Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

**VI. Independent Consultant**

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

**VII. Insurance**

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant 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. Consultant shall maintain professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

4. Consultant shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

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 Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant 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. Consultant 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant'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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant'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.



## **Exhibit A Scope of Services**

### Consultant's Duties

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

- Consultant shall conduct: existing conditions analysis, stakeholder engagement, aligning policies (Erie Municipal Code), budgets, and objectives, data-driven strategy development, technical standards development.

### Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

1. Existing Conditions Review: The Transportation Division will provide data and information related to the most recent efforts, agreements, policies, assets, municipal codes, engineering standards, and stakeholder interests to the consultant team. Some of this information is confidential and the consultant will need to commit to NDAs. The consultant team will need to review and understand the background information and provide an assessment (memorandum) of the existing conditions in relation to available budget resources.

2. Model Existing Lighting Levels (Xcel and United Power Areas): A high level photometric (or equivalent) model identifying the original lighting design is needed to establish a baseline based on previously reviewed/approved lighting. The information will be used to discuss light level changes with stakeholders as a result of LED upgrades and updated poles, fixtures, and etc.

3. Stakeholder Input: The Town of Erie is a customer service driven organization that uses internal and external stakeholder groups. Lighting can influence safety, quality of life, and smart city interests that need to be captured through input (survey). The consultant team will need to capture stakeholders' expectations from the following groups:

- Technical Teams (PW Engineering, PW Transportation, PW GIS, PW Streets, Planning, Environmental, PD, Parks, IT, Communication, Finance).
- Elected/Appointed Reps from Boards, Commissions, and Council.
- Neighborhood HOA Reps.
- Development and Business Community Reps.

4. Visual Dashboard: To create a strategic direction, a GIS (or equivalent) visual communication tool is needed to demonstrate the existing conditions and areas of immediate or long-term opportunities.

5. Stakeholder Presentation: The strategic direction, areas of opportunities, and consultant recommendations will need to be presented to stakeholders to ensure awareness. A workshop (or equivalent) is needed to educate the team and build consensus towards new lighting standards.

6. Lighting Standards and Specifications: Upon consensus, the Public Work Department will need technical documentation (e.g. AutoCAD drawings, Cut Sheets, Standard Details, Conduit and Electrical Specification sheets) to update the engineering standards and specifications. The documentation will need to align with roadway classifications and establish a set of options that correspond to codes and "dark sky" initiative across all lights including streetlights, traffic signals, and pedestrian lighting.

7. Active Projects: The consultant will need to provide guidance (memorandum) on guiding and transitioning active development projects from previous streetlight methodology to the new engineering standards.

8. Roadmap to Smart City Technologies: The consultant, considering the Town's budget for streetlights, will need to recommend (memorandum) value-added services that can support Smart City technologies and capabilities. This information will be used to evaluate alignment between manufacturer offerings and the Town's strategic interests.