

Agreement for Design Services (Zone 3 Storage Tank and System Improvements P25-1205)

This Agreement for Design Services (the "Agreement") 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 Burns & McDonnell Engineering Company, INC., an independent contractor with a principal place of business at 9400 Ward Parkway, Kansas City, MO 64114 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires design services; and

Whereas, Consultant has held itself out to the Town as having the requisite qualifications and experience to perform the required design 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 of the professional services, labor, materials, and equipment required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

B. A change or addition to the Services shall not be effective unless authorized as a duly executed amendment to this Agreement, signed by both parties. If Consultant proceeds without such written and duly executed 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.

C. Consultant may request a Change Order seeking an equitable adjustment in the compensation or time allowed to perform the Services for any change in the Project or the Agreement that affect the cost or schedule of the Services consisting of Town directed or requested changes the sequence, scope or timing of the Services, any unforeseen or differing site conditions, any suspension of the Services, any disruption or delay not caused by Consultant or its Design Consultants, or any change in _____ applicable _____ law.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Services in compliance with the Agreement, unless terminated earlier.

B. *Termination for Convenience.* The Town may, at any time and without cause, terminate the Agreement in whole or in part for the Town's convenience and without cause upon 30 days' written notice to Consultant. If the Town terminates this Agreement for convenience, the following shall apply:

1. Consultant is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Services yet to be performed.

2. Upon receipt of a termination notice, Consultant shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and the preservation of work performed by Consultant pursuant to the Agreement; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Services.

3. The Town shall pay Consultant for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Consultant upon outstanding commitments or subcontracts that Consultant is unable to cancel, provided Consultant has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the effective date of the termination, Consultant shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Consultant shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Consultant's or any of its suppliers or subconsultants fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Consultant defaults in the timely and proper performance of any of its obligations under this Agreement, Town may provide Consultant notice of such default, and Consultant shall, within 30 days, cure or commence to cure and diligently and continuously pursue cure of such default. Should Consultant fail to do so, Town may terminate the Services of Consultant. Upon termination, the Town shall pay Consultant for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Consultant's default.

III. Compensation

In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$1,415,240, which shall include all fees, costs and expenses incurred by Consultant. Payment shall be made in accordance with **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. Professional Responsibility

A. Consultant represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed by Consultant shall be performed 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 or services in the applicable community. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Consultant shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

B. If Consultant fails to meet the standard of care in design services, it will perform at its own cost, and without reimbursement from Town, the professional engineering services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's design professional services.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subconsultants or subcontractors to perform any work under this Agreement, except as expressly set forth in the Services in **Exhibit A**.

D. Approval, review or acceptance by the Town of drawings, designs, specifications, reports, incidental Services or materials, and other work or Services furnished by Consultant or its subcontractors or subconsultants hereunder shall not in any way relieve Consultant of responsibility for the Services.

E. 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.

F. 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.

G. Affiliates. Consultant may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.

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 and delivered to Town as required by Exhibit A shall be exclusively owned by the Town upon full payment by the Town. Notwithstanding the foregoing, all documents proprietary to Consultant shall remain the property of Consultant. Such materials and documents are not intended or represented to be suitable for reuse or used if not complete by Town or others on extension of the Project or any other project. Any reuse or use of incomplete documents without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to the Consultant or its subcontractors, and Town shall hold harmless Consultant and its subcontractors from and against all claims, damages,

losses and expenses, including attorney's fees arising out of or resulting therefrom.

VI. Independent Contractor

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 for the coverages listed below. Consultant shall procure and maintain, and shall require its subcontractors to procure and maintain adequate insurance for their portions of the work.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with 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 caused by completed operations.
3. Professional liability insurance with 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 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, representatives, agents, employees, and any of their respective heirs and assigns, from and against all third party 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, to the extent caused by the negligent act, omission, error, professional error, mistake, negligence, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which may arise out of a workers' compensation claim of any employee of Consultant or of any employee of any subcontractor or subconsultant 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 or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor or subconsultant of Consultant.

B. 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 Weld 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 Parties 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 Parties' 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.

M. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

N. Both parties release each other and waive damages, costs, expenses and all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance or that could be covered by property insurance, if self-insured (including deductibles), during and after the completion of Consultant's services. A provision similar to this shall be incorporated into all construction contracts entered into by the Town, and all construction contractors shall be required to provide waivers of subrogation in favor of the Town and Consultant for damage covered by any construction contractor's property insurance.

O. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall either Party be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of delay, business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of product, loss of anticipated

Exhibit A
Scope of Services

1. Services. Consultant hereby agrees to and accepts responsibility to perform the following Services:

Scope of Services – Zone 3 Tank and Pipeline

The Town of Erie (Owner) has identified a need for a new 4.3 MG Zone 3 water storage tank in the southwest corner of the planning boundary near Aspen Ridge Dr and Lucerne Dr.

The professional services fee estimate is based on the following scope items. Any changes to these scope items will be considered supplemental services and require an amendment:

- ▶ New 4.3 MG Zone 3 water storage tank (fully buried concrete tank)
- ▶ Tank will be a post-tensioned or pre-stressed concrete tank. It is assumed that the site can accommodate the tank and associated construction activities with adequate clearances.
- ▶ New 1.87-mile transmission waterline between the new tank and Zone 3/Lynn R. Morgan Water Treatment Plant. Scope includes a brief alignment study.
- ▶ A pre-fabricated building will be utilized to house electrical equipment associated with the tank.

Task Series 100 – Project Management

Task 101 – Project Kickoff Meeting

Engineer will lead a Project Kickoff meeting at the Owner’s offices. This meeting is expected to last one (1) hour. During the Project Kickoff meeting the project team will discuss the following:

- ▶ Define project goals, including design criteria
- ▶ Discuss scope of work
- ▶ Discuss project requirements including Owner design standards
- ▶ Establish a project schedule
- ▶ Identify key project issues
- ▶ Identify key personnel who are to provide input on the project,
- ▶ Establish a communication plan, and
- ▶ Get initial input on design items

Engineer’s Project Manager and two (2) discipline engineers will attend in person. It is expected that this meeting will be held concurrently with the kickoff meeting for pump station project.

Task 102 – Progress Meetings

Engineer will conduct biweekly design progress meetings. These meetings will be held by Microsoft Teams and are expected to last one (1) hour each. The duration of the design phase is anticipated to take approximately thirteen (13) months. Therefore, this task assumes a total of twenty-four (24) biweekly design progress meetings. Engineer will provide meeting minutes with a decision log and a list of action items which will be distributed via email. Engineer’s Project Manager and two (2) discipline engineers will attend. Additional disciplines will attend up to four (4) meeting each.

It is expected that twenty-four (24) of these meetings will be held concurrently with the pump station project.

Task 103 – Project Management

The Engineer’s project manager will review project status, review project schedule, review project deliverables, align resources including sub-consultants, and provide oversight of the Quality Control/Quality Assurance program. This task also includes an internal weekly progress meeting with the design team.

Task 104 – Quality Control/Quality Assurance

The Engineer’s project team will follow Engineer’s QA/QC program. This task includes internal review of the project by qualified staff.

Task 105 – Project Schedule

Engineer will develop a master project engineering schedule in critical path format that includes the major design activities. The schedule will be updated monthly.

Task Series 200 – Preliminary Design Phase

Task 201 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

Task 202 – Pipeline Alignment Study

Engineer’s project team will perform a desktop study to identify and evaluate up to two (2) potential alignments for the transmission main for the new Zone 3 tank. This study will utilize publicly available data, including aerial imagery, GIS data, available utility information, and online databases to assess the alignments based on the following criteria:

- ▶ Hydraulic considerations.
- ▶ Potential for utility conflicts along the alignment based on readily available information.
- ▶ Potential environmental, biological, and cultural resource constraints.
- ▶ Current landownership and potential fee acquisition/easement requirements.
- ▶ Accessibility for construction and future maintenance.

The findings and recommendations of the alignment analysis will be summarized in a technical memorandum, which will include a ranking of the alignment alternatives and a recommendation for the preferred alignment to be carried forward into the preliminary design. One (1) meeting with the City of Lafayette is included to discuss the potential pipeline alignments.

Task 203 – Prepare 30% Design Documents:

Drawings and specifications will be provided by Engineer at the 30% design level. The 30% Documents will include the following, as needed:

- ▶ Specification Table of Contents
- ▶ Plan View of Pipelines and Connections
- ▶ Civil Drawings
- ▶ Structural Drawings
- ▶ Architectural Drawings

- ▶ Process Drawings
- ▶ Electrical Drawings
- ▶ Mechanical Drawings
- ▶ Plumbing Drawings
- ▶ Instrumentation and Controls Drawings
- ▶ Landscaping Plan
- ▶ List of necessary environmental, permitting, and construction permits
- ▶ Estimated Construction Schedule
- ▶ Memorandum detailing tank construction options

The Owner will be given at least one (1) week to review the drawings and outline specifications prior to holding the 30% Design Review Meeting. PDF documents will be provided to the Owner for review.

Task 204 – 30% Engineer’s Opinion of Probable Construction Cost

Based on the 30% design documents, Engineer will prepare the engineer’s opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 5.

Task 205 – Preliminary Design Review Meeting

After the Engineer has drafted a preliminary site layout and pipeline alignment, Engineer will conduct a preliminary design review meeting at the Owner’s offices. This meeting is expected to last two (2) hours and will be attended by the Engineer’s project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to review the preliminary design prior to finalizing the 30% design documents. Comments will be incorporated into the 30% design documents as applicable.

Task 206 – Water Model Verification

Engineer will work with Owner’s hydraulic modeling consultant to discuss and confirm the planned water infrastructure for Zone 3. The model results will be used to preliminarily size the new transmission line. Several iterations of discussions may be required with the modeling consultant.

The model is assumed to be fully calibrated, is accurate without independent verification by Engineer, that no updates to the hydraulic model will be required, and that no data collection or field testing will be required for this planning level scope. This will include demand conditions, proposed and existing infrastructure attributes, and boundary conditions. Boundary conditions are critical to establish as the surge model will only include the proposed infrastructure. Any existing infrastructure will be included simplified boundary conditions based on model outputs provided by the modeling consultant.

Task 207 – Environmental and Cultural Desktop Review

Engineer will conduct a desktop evaluation of the project area to identify potential environmental, cultural, and historic resource constraints. For cultural resources, this evaluation will be limited to a file search with the Colorado Office of Archaeology and Historic Preservation and a literature review and using available historical records. For the environmental component, Engineer will utilize desktop data sources to assess

the site for the potential presence of wetlands, other aquatic resources, and habitat for protected species. An environmental specialist will then conduct a site visit to verify the findings of the desktop review.

The findings of the desktop evaluation will be documented in a memorandum, summarizing any identified environmental or cultural constraints. Based on the results, Engineer will provide recommendations regarding potential permitting requirements and construction methods and timing.

A single report which covers the tank and pipeline project and the pump station site will be developed.

Task 208 – 30% Design Review Meeting

After the Owner has had an opportunity to review the 30% design documents, Engineer will conduct a 30% design review meeting at the Owner's offices. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 60% design documents as applicable.

Task Series 300 – 60% Design

Task 301 – 60% Design Documents

Drawings and specifications will be provided by Engineer at the 60% design level. The 60% Documents will include the following:

- ▶ Technical Specifications
- ▶ Drawings included in the 30% design package brought to 60% completion, including pipeline profiles
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one (1) week to review the drawings and specifications prior to holding the 60% Design Review Meeting. PDF documents will be provided to the Owner for review.

Task 302 – 60% Engineer's Opinion of Probable Construction Cost

Based on the 60% design documents, Engineer will prepare the engineer's opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 4.

Task 303 – 60% Design Review Meeting

After the Owner has had an opportunity to review the 60% design documents, Engineer will conduct a 60% design review meeting. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the 90% design documents as appropriate.

Task 304 – Topographical Survey

Engineer will subcontract with a licensed surveyor, King Surveyors, to conduct field surveys to provide a topographic map for detailed design. The survey will show property boundaries and easements necessary for the project, as well as the location of utilities and surface features that are likely to affect the project.

The survey will include the new tank site and the approximately 1.87-mile transmission main alignment. The survey will also include available existing utility mapping from individual utility companies and the Owner, as well as utility marks provided by Colorado One-Call (811). Survey will be scaled from Colorado State Plane to Ground Plane. A scaling factor will be provided. If scaling to Colorado State Plane is required, it will be considered supplemental services and require an amendment.

Task 305 – Utility Potholing

Engineer will subcontract with a licensed utility potholing firm, Pro-Vac, to perform subsurface utility engineering (SUE) Level A locates of existing utilities near the new transmission waterlines to determine their location, elevation, size, and material. Engineer assumes thirty-five (35) potholes within the proposed site and proposed pipeline alignment. Fifteen (15) are assumed to be within pavement and twenty (20) are assumed to be outside of pavement.

Engineer will develop a Utility Potholing Report summarizing the findings from the utility potholing. Information obtained from utility potholing will be incorporated into the design plans.

Task 306 – Geotechnical Investigation

Engineer will subcontract with a licensed geotechnical firm, Kumar & Associates, to conduct soil borings and laboratory tests at key locations as needed to determine subsurface conditions. This scope includes up to seven (7) geotechnical bores. Two (2) geotechnical bores are based on one (1) assumed trenchless crossing location of State Highway 287 and will be drilled to 50 feet in depth. Five (5) geotechnical bores will be performed within the proposed tank footprint; four (4) will be drilled up to 50 feet in depth and one (1) will be drilled up to 75 feet in depth. The geotechnical firm will provide a geotechnical data report (GDR) with recommendations for the foundation and design of new tank, building(s), and walls, and recommendations for site paving, excavation, trench stabilization, pipe backfill, and protection from corrosive soils.

Task Series 400 – 90% Design

Task 401 – 90% Design Documents

Drawings and specifications will be provided by Engineer at the 90% design level. The 90% Documents will include the following:

- ▶ Refined Technical Specifications
- ▶ Drawings included in the 60% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

The Owner will be given at least one (1) week to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to the Owner for review.

Task 402 – 90% Engineer’s Opinion of Probable Construction Cost

Based on the 90% design documents, Engineer will prepare the engineer’s opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 3.

Task 403 – 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Engineer will conduct a 90% design review meeting. This meeting is expected to last two (2) hours and will be attended by the Engineer's project manager, process design lead, and pipeline design lead. The purpose of this meeting is to provide the Owner and Engineer an opportunity to clarify Owner comments on the documents. Comments will be incorporated into the IFB design documents as appropriate.

Task 404 – Easement Document Preparation

Engineer's surveyor subconsultant will complete up to two (2) legal descriptions for permanent easements and up to two (2) legal descriptions for temporary construction easements. Legal descriptions will include the written description and be supported by an exhibit (map). Additional legal descriptions/exhibits, if needed, can be provided at \$770 each.

Task Series 500 – Construction Documents

Task 501 – Issue for Bid Design Documents

Engineer will prepare and submit Issue for Bid drawings and specifications to the Owner for bidding purposes. The drawings and specifications will incorporate final Owner comments prior to bidding.

Furnish one (1) electronic copy of the Issue for Bid documents to Owner

Redlines of the Owner's standard contract documents to include project-specific information

Task 502 – 100% Engineer's Opinion of Probable Construction Cost

Based on the 100% design documents, Engineer will prepare the engineer's opinion of probable cost for the Project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 3.

Task 503 – Contractor Prequalification Support

Engineer will provide Contractor prequalification support to the Owner, including assistance with preparation of the prequalification package for advertisement and attendance at the prequalification meetings.

Task 504 – Bid Phase Support

Engineer will provide bid phase support, facilitation of the pre-bid meeting, preparation of up to three (3) addenda, review of submitted contractor bids, and recommendation for award to the Owner.

Task 505 – Issued for Construction Documents

Engineer will prepare and submit issued for construction drawings and specifications. The drawings and specifications will incorporate the bidding addenda prior to submitting.

Task Series 600 – Permitting and Community Outreach

Task 601 – Permitting

Engineer will work with the permitting authorities for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the Owner for signature and

submittal as required. The scope of permitting for this project is assumed to include permits from City of Lafayette, Town of Erie, CDOT, and CDPHE. Owner and/or Contractor will be responsible for all permitting fees.

Task 602 – Document Preparation for Community Outreach

Engineer will develop a presentation of the conceptual layout of the tank site and the proposed pipeline alignment to support public outreach. The presentation is anticipated to be developed following the 30% design phase; therefore, any figures included in the presentation will be limited to the detail provided in the 30% submittal documents. 3D renderings are not anticipated to be developed.

Engineer will not be responsible for presenting the materials to the public, printing any materials for public outreach, or any mailing of public outreach documents.

Task 603 – Develop CDPHE BODR

Engineer will complete the CDPHE Basis of Design Report Application. Permit applications and necessary documents will be prepared and provided to Owner for signature and submittal as required. All permitting fees will be paid directly by Owner to permitting agencies.

Task 604 – Due Diligence and Title Commitments

Our in-house right-of-way (ROW) specialists will manage all aspects of the easement acquisition process. We conduct thorough research using county records, surveys, and stakeholder input to evaluate easement validity and ownership gaps. We subcontract a title company and review title commitments to prepare parcel-specific encumbrance memos and confirm ownership. We also identify and address physical encroachments. Title commitments will be reviewed for two (2) parcels requiring permanent easement acquisition. Vesting deeds will be reviewed to verify land ownership for two (2) parcels requiring temporary easement acquisition.

Task 605 – Easement Valuation and Negotiations

We will complete a Market Data Study, and with approval from Owner, assign a base fee value for each parcel. Then use these values to populate a compensation worksheet, including easement costs and budget. Our team will populate standard land acquisition agreements provided by Owner.

We will conduct landowner negotiations virtually and up to one (1) in-person meeting is included. The ROW team will serve as a bridge between the Owner and the affected landowners and will work to address landowner questions and concerns to reach a timely settlement, agreeable to both parties. For landowners unable or unwilling to meet in person, contacts will be advanced through phone, online, or via FedEx (signature required). For the purposes of our fee, we have included easement negotiations for five (5) parcels along the preferred alignment. We focus on obtaining voluntary agreements with the landowners and demonstrating good faith negotiations documented in landowner negotiation logs.

Task 606 – Easement Recordings

Our ROW team will record up to two (2) fully executed permanent easements with Boulder County identified in Task 605. Recording and title fees will be paid by the Owner.

Task Series 700 – Zone 4A Pump Station Study

The Town of Erie (Owner) has identified a deficiency with fire flow timing in Zone 4A and requested an alternatives analysis to understand what solutions exist to correct the deficiency.

Task 701 – Zone 4A Study Kick Off Meeting

Engineer will lead a Zone 4A Study Kickoff meeting at the Owner’s offices. This meeting is expected to last one (1) hour. During the Zone 4A Study Kickoff meeting the project team will discuss the following:

- ▶ Material Testing
- ▶ Define study goals, including design criteria
- ▶ Discuss scope of work
- ▶ Identify key project issues
- ▶ Identify and select three (3) alternatives for analysis in subsequent tasks
- ▶ Discuss project requirements including Owner design standards
- ▶ Identify key personnel who are to provide input on the project,
- ▶ Establish a communication plan, and
- ▶ Get initial input on design items

Engineer’s Project Manager and two (2) discipline engineers will attend in person. It is expected that this meeting will be held concurrently with the kickoff meeting for the tank and pipeline project.

Task 702 – Zone 4A Study Progress Meetings

Engineer will conduct biweekly progress meetings dedicated to the Zone 4A Study. These meetings are separate from the design progress meetings above (Task 102). These meetings will be held by Microsoft Teams and are expected to last one (1) hour each. The duration of the study is anticipated to take approximately four (4) months. Therefore, this task assumes a total of eight (8) biweekly design progress meetings. Engineer will provide meeting minutes with a decision log and a list of action items which will be distributed via email. Engineer’s Project Manager and two (2) discipline engineers will attend.

Task 703 – Review Existing Documents

Engineer will review reports/design documents and data provided by the Owner to support understanding of the project. This information will be used to generate a baseline for the planning and design of the project.

Task 704 – Zone 4A Pump Station Alternatives Analysis

Engineer will evaluate up to three (3) conceptual alternatives to meet the Zone 4A fire flow requirements. The following alternatives will be evaluated:

1. **Alternative 1: New Zone 4A Pump Station:** New Zone 4A Pump Station is constructed along the proposed inlet/outlet pipe for the Zone 3 tank. No siting study will be performed. It is assumed that the pump station will be located near the intersection of Arapahoe Rd and N 111th St. The new Pump Station will replace the existing Zone 4A Pump Station at the Lynn R. Morgan Water Treatment Facility. Discussion related to this alternative will also consider space made available at the Lynn R. Morgan Water Treatment Facility for future Zone 3 pumping expansion.

2. **Alternative 2: Distribution System Improvements:** Targeted distribution system improvements within Zone 4A. Improvements may include pipeline upsizing or additional looping considerations.
3. **Alternative 3: Upsized City of Lafayette Interconnect:** Upsize the interconnection with the City of Lafayette and inclusion of new pressure reducing valve (PRV).

Engineer will develop the conceptual alternatives to be modeled by others. Modeling work will be performed by others. Engineer will hold up to two (2) virtual conference calls with the Town's modeler to discuss the three (3) alternatives.

Based on modeling results provided by others, Engineer will develop and submit a paired comparison analysis technical memorandum to summarize findings and recommendations, including a sketch plan of the pump station layout and sketches of the extents of upsized pipeline, as applicable. The paired comparison will focus on evaluating the technical, environmental, and social impacts for the alternatives.

This analysis will also include a cost opinion based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Costs developed at this stage to be AACE Class 5.

This task includes two (2) in-person meetings with the City of Lafayette.

This task includes a draft and final technical memorandum.

Task 705 – Zone 4A Alternatives Workshop

Engineer will conduct a workshop at the Owner's offices to review the Paired Comparison Analysis. The workshop is anticipated to last two (2) hours and will be attended by Engineer's Project Manager and two (2) discipline engineers.

Task Series 800 – Construction Phase Engineering Services

The Engineer and Owner will negotiate Construction Phase Engineering Services during the progress of design, as scope and construction contracting methods are better defined. Construction Phase Engineering Services are excluded from this scope of work.

Clarifications and Exceptions

Our proposal is based on the following clarifications and exceptions:

1. Price is based upon Engineer's proposal, attached preliminary schedule, and associated clarifications and exceptions. The proposal and associated clarifications and exceptions will be incorporated into the final prime agreement between Owner and Engineer.
2. It is assumed that Engineer will not encounter any existing hazards including, but not limited to, contaminated soils. Mitigation/abatement of all existing hazardous substances is not included. Additionally, scope does not include performing a hazardous material survey/assessment of the existing conditions present at the proposed project site.
3. Scope does not include electrical load study or arc flash study.
4. This scope of work assumes that power can be available at the proposed site and any design upstream of the power meter is to be provided by electric utility. It is assumed that only a single feed will be required for the entire site.
5. Communication system design (fiber optic and wireless) from the facility to the Town's SCADA system is to be provided by others. Engineer will use a single point of contact for SCADA. Engineer is to provide specifications and delegated design as required.
6. Task Series 800 Zone 4A Pump Station Study
 - a. Survey, subsurface utility engineering, geotechnical investigations, environmental and cultural resources reviews are not included.
 - b. All sketches of alignments and/or site layouts will be based on available Town GIS, information provided by the City of Lafayette, and aerial data.
7. An official Army Corps of Engineers wetland delineation is not included in the scope.
8. No species-specific wildlife surveys are included in the scope.
9. A cultural resources field survey (Class III) is not included in the scope.
10. A single pre-fabricated building will be utilized for electrical equipment associated with the tank. Engineer will develop performance based specifications for electrical, I&C, mechanical, structural, and architectural elements of the building.
11. An approximately 1.87-mile transmission main (24" diameter) will be designed which connects the proposed tank to the treatment plant. A single trenchless crossing of US 287 is assumed for this alignment.
12. It is expected that the property is currently platted and zoned for the planned site use.
13. Review of the Client's contract documents will limited to project-specific details. Engineer will not review other aspects of the contract documents.
14. Up to four (4) total submissions of SPAR and/or BLD plans are assumed to be required to obtain approval from the City of Lafayette. Additional submissions will be considered supplemental services and require an amendment.
15. Assumes City of Lafayette is sole authority for all site development permitting. Fee assumes attendance at a pre-application, site development plan submittal, and comment response to one review.
16. Costs or schedule constraints/impacts associated with permitting are not included.
17. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.

18. The services of contract/agency and/or any personally of a Burns & McDonnell subsidiary or affiliate shall be billed to the City according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
19. Owner will provide all document templates related to easement acquisitions.
20. Cost estimate does not include activities that may become necessary for addressing title defects such as subordination and clearing. If title defects need to be addressed, Burns & McDonnell will research the specific situation and provide recommended action and related costs.
21. Appraisals will be performed by Engineer's ROW specialists. ROW specialists are not licensed appraisers, and full appraisals are not included in the scope of work.
22. Owner will provide legal assistance to communicate with the legal counsel of any landowner when necessary.
23. Condemnation support is not included.
24. The rates shown above are effective for services through December 31, 2028, and are subject to revision thereafter as allowed by the Agreement.
25. Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

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

- 30% Design Documents
- 30% EOPCC
- Pipeline Alignment Study
- Environmental and Cultural Desktop Review
- 60% Design Documents
- 60% EOPCC
- Topographical Survey and Utility Designation Documents
- Utility Potholing Documents
- Geotechnical Investigation Documents
- 90% Design Documents
- 90% EOPCC
- Easement Documents
- IFB Documents
- 100% EOPCC
- IFC Documents
- Permits
- Community Outreach Documents
- CDPHE BODR
- Zone 4A Pump Station Alternatives Analysis

3. Time. The Services shall commence on 5/13/2026 and be completed by: 7/4/2028.

Exhibit B
Compensation

As compensation for completion of the Services in compliance with this Agreement, the Town shall pay Consultant as follows:

Except as expressly provided in this Exhibit B, Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.), vehicle, mileage, or equipment costs.

Consultant may submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. Consultant shall include in all invoices an itemization of the Services rendered and the hourly breakdown for all personnel and other charges, and supporting documentation as may be required by the Town.

Certificate Of Completion

Envelope Id: 3B6A44C2-8FF6-8784-82EC-9703AD21E306
 Subject: Complete with Docusign: BMcD PSA Zone 3 Tank and System Improvements.pdf
 Source Envelope:
 Document Pages: 25
 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

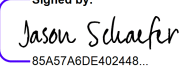
Record Tracking

Status: Original
 5/1/2026 10:41:11 AM
 Holder: Lyndsy Willette
 lwillette@erieco.gov
 Location: DocuSign

Signer Events

Jason Schaefer
 jschaefer@burnsmcd.com
 Vice President
 Burns & McDonnell, Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 85A57A6DE402448...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.17.8.122

Timestamp

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 Viewed: 5/4/2026 8:17:40 AM
 Signed: 5/4/2026 8:25:42 AM

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

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

COPIED

Sent: 5/4/2026 8:25:43 AM
 Viewed: 5/4/2026 8:43:27 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/29/2026 1:14:18 PM
 ID: 88131ad6-4c44-43ab-a862-bef78a421034

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
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Certified Delivered	Security Checked	5/4/2026 8:17:40 AM
Signing Complete	Security Checked	5/4/2026 8:25:42 AM
Completed	Security Checked	5/4/2026 8:25:43 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.

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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.