

Agreement for Design Services
(North Water Reclamation Facility Improvements Project)

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 HDR Engineering, Inc. an independent contractor with a principal place of business at 1670 Broadway, Suite 3400, Denver, CO 80202 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires design and project management services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise 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 or reasonably implied from 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. 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.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until May 31, 2027, or until terminated as provided herein.

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 Consultant's obligations under this Agreement, and fails to cure the default within seven (7) days after notification of default is provided to Consultant by the Town, without prejudice to any other rights or remedies, the Town may terminate this Agreement or reassign all or any portion of the Services upon 30 days' written notice to 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 \$799,155 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. 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.

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 **Exhibit A**.

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 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 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. 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 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 or subconsultant 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 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 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

Exhibit A **Scope of Services**

Specific items to be addressed as part of this project include:

1. Construction of an enclosed sampling and flow measurement structure(s) with a single effluent pipe into Boulder Creek and connecting road. Requirements for this project element include, but are not limited to:
 - a. A new, single pipeline into Boulder creek combining the existing 30" effluent pipeline and the 18" reservoir drain line pipeline (conceptual pipeline options will be provided)
 - b. A new concrete structure(s). Multiple structures for combining flows, flow measurement and sampling may be required or deemed more feasible during design.
 - c. Power, flow equipment, instruments, telemetry to NWRf SCADA, controls, metering equipment
 - d. Hydraulic modeling
 - e. Natural Resources Assessment
 - f. Historic and Cultural Resources Assessment
 - g. Obtaining various permits
 - h. Development of Grading, Erosion, and Sediment Control (GESC) Plan Sheets

2. Addition of vertical turbine pump(s) at the NWRf Non-Potable Pump Station
 - a. Assessment of if this could be one or two 300hp pumps
 - b. Likely install pump(s) similar to the existing pump
 - c. Provide power, instrumentation, and controls
 - d. Structural evaluation of existing building

3. Evaluate and upgrade HVAC system in Headworks to meet minimum air exchange requirements and add odor control
 - a. Significant air exchange upgrade to the existing system
 - b. Electrical upgrades will be needed to accommodate the new, larger system
 - c. Instrumentation and control upgrades
 - d. Evaluation of odor control options to treat the increased air flow
 - e. Structural evaluation of existing building since heavier equipment will be added

4. Add a 5th blower to the Aeration Basins
 - a. Evaluation of blower sizing and type of blower (mag bearing versus air foil bearing for example)
 - b. Instrumentation and control strategy
 - c. Air piping modifications
 - d. Electrical evaluation
 - e. Power delivery to new blower

- f. Structural evaluation of existing building
5. Addition of a second mechanical bar screen in the Headworks
 - a. Evaluation of type of bar screen but likely similar to the existing mechanical bar screen
 - b. Evaluation of ingress/egress modifications since new mechanical screen may partially obstruct existing walkways
 - c. Additional instrumentation, and controls for existing SCADA
 - d. Power delivery to new mechanical screen
 - e. Structural evaluation of existing building
6. Design Criteria Technical Memorandum (TM)
7. Basis of Design Report (BODR) for submission to CDPHE
8. Subsurface Utility Engineering (SUE) report
9. Opinion of Probable Construction Cost (OPCC) for Preliminary Design (30%), Final Design (90%) and Issued for Bid Documents (100%) with respective construction schedules
10. Issued for Construction Plans and Specifications
11. Recommendations for a phased implementation of the proposed improvements
12. Bid Phase Services

Assumptions and Limitations

The following assumptions and limitations were used in preparation of the scope and the associated engineering fee for Task Series 100, 200, 300, 400, 500 and 600 (Design and Bid Phases):

1. The project will be delivered as a single design-bid-build project.
2. The project duration for the design phase will be approximately 9 months.
3. The project duration for bid phase will be approximately 3 months.
4. HDR understands that there are limitations for emergency power availability at the NWRP. This scope of work does not include provisions of review of emergency power, however, if requested by the town HDR will amend the project.
5. Per the direction from the RFP, a 60% design deliverable is not included in the design fee, however, HDR can include this added design milestone if the Town finds it to be of value. A 60% design deliverable would likely add additional design fee and time to the design schedule.
6. HDR understands that PLC programming is not included in the Request for Proposal. However, HDR can perform this work directly or manage a subcontractor to perform this work as an additional service if requested by the Town.

7. Improvements to facilities not specifically listed in the previous section are not included in this scope of work.
8. A landscape architect will not be required for this project.
9. Town will pay all necessary permitting and design review fees.
10. A hazardous materials survey for asbestos, lead-based paint, and other hazardous materials will not be required for this project, and none of these hazards are present at the site.
11. Certifications for sustainability (e.g. LEED, ENVISION) will not be sought as part of this project.
12. HDR is not responsible for printing bid sets of drawings and specifications for prospective bidders. Final deliverable for bidders will be a PDF of the plans and specifications.
13. Except where noted, all facilities will be designed in accordance with the concepts provided in the Basis of Design Report.
14. Construction documents (plans and specifications) will be submitted to the Town for review at the Preliminary Design (30%) and Final Design (90%) completion levels.
15. Estimates of probable construction cost will be prepared at the Preliminary Design (30%), Final Design (90%) and Issued for Bid Phase (100%) deliverables.
16. HDR will utilize 2D CAD.
17. Digital photography is acceptable for clarifying demolition activities.
18. A workshop will be conducted for the Preliminary Design (30%) and Final Design (90%) document (drawings and specifications) submissions to review the design.
19. The contract specifications will be set-up as 43-division format (2012) of the Construction Specification Institute (CSI).
20. Easement acquisition activities to acquire any easements or property necessary for the improvements is not included in this scope.

Task Series 100 – Project Management and Administration

HDR will conduct project management activities including coordination, direction, and management of scope, budget, project accounting, invoicing, and preparation of monthly progress reports to be issued to the Town updating project scope, schedule, and budget status.

Task 101 – Project Initiation

HDR will develop a Project Management Plan (PMP) to detail communications, Quality Assurance and Quality Control (QA/QC), and health and safety. Templates for deliverables, Computer Aided Drafting (CAD) standards, invoices and progress reports, and logs to track action items, decisions, and change management will also be prepared or updated as part of this task. A SharePoint site will be developed with background information and project deliverables to be transmitted and facilitate overall communication throughout the project.

Task 102 – Invoicing, Updates and Reporting

HDR will monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion,

earned value, and out of scope items. HDR will manage activities within the project budget, process invoices, and prepare monthly progress memorandums to be included with invoices.

Task 103 – Bi-Weekly Progress Meetings for Design and Bidding

Bi-weekly calls will be held between HDR's and the Town's Project Managers to review action items and maintain project progress.

Task 104 – Project Closeout

Once the project has been completed, the project will be closed out. Closeout activities include preparation of a final invoice, archiving of project files, delivery of final documents to the Town, and a debriefing meeting between the Principal-In-Charge and the Town's Project Manager. Items which will be delivered to the Town include the following and will be formatted to the Town's current standard version of the file types indicated.

- AutoCAD and PDF of the final construction documents
- Word and PDF of the final construction specifications

Task 105 – Quality Assurance and Quality Control (QA/QC)

HDR will complete QC review and address comments prior to submission of project deliverables. Ongoing QA activities include routine internal meetings to monitor project progress and address issues as they arise, including senior staff throughout project development, and use of standard tools and templates. Hours for QA/QC are included in individual tasks for deliverables. Overall coordination of QA/QC will be in accordance with the PMP.

Task Series 100 Deliverables

The following deliverables will be prepared as part of Task Series 100:

- Project Management Plan (PMP)
- Monthly Invoices and Progress Reports

Task Series 200 – Meetings and Workshops

HDR will conduct design review meetings for each milestone deliverable at 30% and 90% design. HDR will also participate in meetings with CDPHE, and other agencies as needed to assist Pinyon Environmental. HDR will prepare agendas and meeting minutes and maintain running Action Item and Decision Logs. HDR will provide the logs to the Town monthly for tracking (included as part of the monthly pay application).

Task 201 – Kickoff Meeting

A kickoff workshop will be held at Town Hall at the beginning of the project to review project goals, scope, and schedule. The workshop will be attended by up to 4 members of the HDR team and is anticipated to last for 2 hours.

Task 202 – Design Review Meetings

Two design review meetings (one for 30% Preliminary Design and one for 90% Final Design) will be held as part of the design phase of the project. These meetings are expected to take place three weeks after the Preliminary and Final Design packages have been submitted to the Town and are intended to be a review of the packages that have been submitted. The two meetings will be held at Town Hall or the NWRP and will be attended by up to 4 members of the HDR team. Meetings are expected to last for 2 hours. Also included are four hours of meeting time, with four HDR staff members for meetings with CDPHE and other agencies to assist Pinyon Environmental during the permitting process.

Task 203 – Design Workshops

Three two-hour workshops will be held during the Preliminary Design Phase to help establish routing for the effluent pipeline (Conceptual Pipeline Design Review Meeting), and to provide options to help the Town make decisions for key equipment such as metering pumps, flow measurement, HVAC equipment, odor control strategies, the second mechanical bar screen placement, etc. Meetings will be held at Town Hall or the NWRP and will be attended by up to 4 members of the HDR team.

Task Series 200 Deliverables

The following deliverables will be prepared as part of Task Series 200:

- Meeting and workshop agendas
- Meeting and workshop minutes
- Action Item and Decision Logs

Task Series 300 - Preliminary Design Phase (30%)

HDR will prepare a Preliminary Design package which will contain 30%-level drawings and outline specifications for each of the project elements, a Design Criteria Technical Memorandum (TM), a Basis of Design Report (BODR) for submission to CDPHE, no more than three conceptual pipeline route evaluations with pipeline sizing and easement requirements, drainage report, 30% Opinion of Probable Construction Cost (OPCC) and preliminary construction schedule, Subsurface Utility Engineering (SUE) report, and initial environmental compliance and permitting package.

Drawings will be prepared using HDR standards for CAD. The project specifications will be prepared using HDR's standard master specifications, and the General Conditions and Contract Documents from the previous improvements project. HDR master specifications utilize the 43-division format (2012) of the Construction Specification Institute (CSI). Plans and specifications will be prepared in accordance with CDPHE requirements.

A 30% Design Review Meeting will be held three weeks after the package has been submitted to discuss the comments from the Town. The Town will provide HDR with their written comments combined within one PDF. Comments are to be received by HDR within 2 weeks after receipt of 30% package. The HDR team will continue to work on the design during the review process. Once all comments are received, the team will review and

respond to each comment in writing. The contract documents will also be modified as appropriate.

The Preliminary Design Plans and Specifications will be a deliverable that combines Tasks 301, 302, 303, 304 and 305 into a single set of Plans and a single set of Specifications. The submittal shall include a 30% level of the items shown below.

- Demolition drawings
- Process and Instrumentation Diagrams
- Process drawings
- Structural drawings
- Electrical site plans, single line diagrams, and MCC elevations
- Power and communication plans
- Property and easement information
- Outline Specifications

Task 301 - Sampling and Flow Structure with Effluent Pipeline and Road

HDR will prepare the preliminary design of the Sampling and Flow Structure with Effluent Pipeline and Road. This tasks (as well as 401 and 501) are a combination of four project elements which include:

- Design of a new, single effluent pipeline and its connection to the existing 30" effluent pipeline and the 18" reuse reservoir drain line pipeline.
- Design of effluent flow metering and control equipment including power, instruments, and telemetry to NWRf SCADA.
- Design of an effluent sample station including power, instruments, metering equipment, control, telemetry to NWRf SCADA, and enclosure.
- Design of a 20-foot wide gravel (or similar material) road connecting the NWRf to the new Sampling and Flow Structure.

Also included in this task are:

- Surveying (by Ehrhart)
- Geotechnical (by Kumar)
- Subsurface Utility Engineering (by HDR and Reconn)

Task 302 - Non-Potable Pumps

Preliminary design for the installation of up to two additional Non-Potable Pumps with instrumentation, controls, power delivery, structural evaluation.

Task 303 - Headworks HVAC and Odor Control

Preliminary design for an upgraded HVAC system in headworks to meet minimum air exchange requirements and associated odor control measures to mitigate the increased air flow. The upgraded system will likely include larger and possibly re-routed air ducts. This task also includes electrical upgrades, instrumentation and control upgrades and a structural evaluation of existing building since heavier equipment will be added. Engineering design to strengthen the building due to the new HVAC equipment is not

included in this scope. Odor control design assumes use of existing feed tanks for biofilters if determined necessary and does not include design of new biofilter structures.

Task 304 – Fifth Aeration Basin Blower

Preliminary design for a fifth aeration basin blower which will include a blower sizing and type evaluation, new instrumentation and control strategy, connection to existing SCADA, piping modifications, power delivery evaluation and upgrades, and a structural evaluation of existing building.

Task 305 - Second Mechanical Screen

Preliminary design for a second mechanical screen which will include an evaluation of type of bar screen, ingress/egress modifications, new instrumentation and control strategy, connection to existing SCADA, power delivery for the new mechanical screen and a structural evaluation of the existing building.

Task 306 - TM For Design Criteria and BODR

A TM will be developed which lays out the specific design criteria for the effluent pipeline realignment, flow meter, sample station, non-potable pump(s), HVAC upgrades, fifth aeration blower and second mechanical screen.

In addition, HDR will prepare Basis of Design Report (BODR) which will document the decisions that were made for each major element of the project for submission to CDPHE. In addition to the BODR, HDR will help prepare applications for stormwater and discharge permits for CDPHE.

Task 307 - Conceptual Pipeline Route Evaluation

HDR will prepare no more than three conceptual pipeline routes for the pipeline that combines the existing 30" effluent pipeline and the 18" reservoir drain line. Route mapping and evaluation along with pros and cons for each concept will be provided.

HDR will present these conceptual pipelines options during one of the scoped design workshops (Task 203) and provide a recommendation for the Town.

Task 308 - 30% Opinion of Probable Construction Cost and Schedule

HDR will provide a 30% level OPCC and preliminary construction schedule. This cost estimate will serve as the first of three estimates for use by the Town and will be based on the Association for the Advancement of Cost Engineering (AACE) cost estimating standard. Preliminary design is typically a Class 3 level with an expected accuracy range of -20% to +30%.

Task 309 - Environmental Compliance and Permitting – Pinyon

Pinyon Environmental will perform the environmental compliance and permitting, natural resources assessment, cultural and historic resources assessment, and develop grading, erosion, and sediment control plan sheets for Boulder Creek.

Pinyon will conduct a desktop review to identify species of concern and aquatic resources, including wetlands and non-wetland waters, potentially present in the project area using the following data sources:

- The U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation database
- Colorado Natural Heritage Program Colorado Conservation Data Explorer
- Colorado Parks and Wildlife Species Activity Data
- USFWS National Wetland Inventory
- U.S. Geological Survey (USGS) Topographic maps
- USGS National Hydrography Dataset
- Aerial Imagery

Pinyon will coordinate and complete permit applications for the following Local, State, and Federal Permits.

- Section 404 of the CWA Nationwide Permit (NWP) 7 Application for outfall to Boulder Creek with pre-construction notification (PCN).
- Town of Erie/Weld County (depending on final location) Floodplain Development Permit Application certifying no floodplain impacts and no rise.

Task Series 300 Deliverables

The following deliverables will be prepared as part of Task Series 300:

- Preliminary Design Phase (30%) Plans and Outline Specifications (PDF)
- Design Criteria Technical Memorandum (PDF)
- Basis of Design Report (BODR) for submission to CDPHE (PDF)
- Conceptual pipeline route evaluation with pipeline sizing and easement requirements
- Drainage report (PDF)
- Subsurface Utility Engineering report (PDF)
- Initial environmental compliance and permitting package
- 30% OPCC (PDF)
- Preliminary construction schedule
- Meeting agendas, minutes, and presentations

Task Series 400 - Final Design Phase (90%)

HDR will prepare a Final Design package which will contain 90%-level drawings and development of full specifications for each of the project elements; final survey details showing topography, surface features, underground utilities, permanent and temporary construction easements, pipeline easements; final geotechnical data; 90% Opinion of Probable Construction Cost (OPCC) and updated construction schedule; and preparation of regulatory and construction permits for final compliance and submittal.

A 90% Design Review Meeting will be held three weeks after the package has been submitted to discuss the comments from the Town. The Town will provide HDR with their written comments combined within one PDF. Comments are to be received by HDR within 2 weeks after receipt of 90% package. The HDR team will continue to work on the design

during the review process. Once all comments are received, the team will review and respond to each comment in writing. The contract documents will also be modified as appropriate.

The Final Design Plans and Specifications will be a deliverable that combines Tasks 401, 402, 403, 404 and 405 into a single set of Plans and a single set of Specifications. The Final Design Phase submittal shall include the items included in the Preliminary Design submittal, updated for Final Design.

Task 401 - Sampling and Flow Structure with Effluent Pipeline and Road

HDR will prepare the final design of the Sampling and Flow Structure(s) with Effluent Pipeline and 20-foot-wide gravel (or similar material) road. This will include final efforts from:

- Surveying (by Ehrhart)
- Geotechnical (by Kumar)
- Subsurface Utility Engineering (by HDR and Recon)

Task 402 - Non- Potable Pumps

Final design for the installation of one or two additional Non-Potable Pumps with instrumentation, controls, power delivery, structural evaluation.

Task 403 - Headworks HVAC and Odor Control

Final design for an upgraded HVAC system in the Headworks to meet minimum air exchange requirements and associated odor control measures to mitigate the increased air flow. The upgraded system will likely include larger and possibly re-routed air ducts. This task also includes electrical upgrades, instrumentation and control upgrades and a structural evaluation of existing building since heavier equipment will be added. Engineering design to strengthen the building due to the new HVAC equipment is not included in this scope. Odor control design assumes use of existing feed tanks for biofilters if determined necessary and does not include design of new biofilter structures.

Task 404 – Fifth Aeration Basin Blower

Final design for a fifth aeration basin blower which will include a blower sizing and type evaluation, new instrumentation and control strategy, connection to existing SCADA, piping modifications, power delivery evaluation and upgrades, and a structural evaluation of existing building

Task 405 - Second Mechanical Screen

Final design for a second mechanical screen which will include an evaluation of type of bar screen, ingress/egress modifications, new instrumentation and control strategy, connection to existing SCADA, power delivery for the new mechanical screen and a structural evaluation of the existing building.

Task 406 - 90% Opinion of Probable Construction Cost and Schedule

HDR will provide a 90% level OPCC and updated construction schedule. This cost estimate will serve as the second of three estimates for use by the Town and will be based on the Association for the Advancement of Cost Engineering (AACE) cost estimating standard. A 90% design is typically a Class 2 level OPCC with an expected accuracy range of -15% to +20%.

Task Series 400 Deliverables

The following deliverables will be prepared as part of Task Series 400:

- Final Design Phase (90%) Plans and Specifications (PDF)
- 90% OPCC (PDF)
- Updated construction schedule
- Final prepared permits for submittal
- Meeting agendas, minutes, and presentations

Task Series 500 - Issued For Bid Phase (100%)

HDR will prepare an Issued for Bid package which will contain 100%-level Plans and Specifications for the project (stamped and signed). This set will be used for the Bid Phase and for contractors who will prepare their bids for the project. This will be a single deliverable.

Changes made during the Bid Phase will be captured in Task Series 600.

No Design Review Meeting will be held for this Issued for Bid package.

Task 501 - Sampling and Flow Structure with Effluent Pipeline and Road

HDR will prepare the Issued for Bid Plans and Specifications of the Sampling and Flow Structure(s) with Effluent Pipeline and Road.

Task 502 - Non- Potable Pumps

Issued for Bid Plans and Specifications will be completed for the installation of one or two additional Non-Potable Pumps with instrumentation, controls, power delivery, structural evaluation.

Task 503 - Headworks HVAC and Odor Control

Issued for Bid Plans and Specifications will be completed for an upgrade HVAC system in headworks to meet minimum air exchange requirements and associated odor control measures to mitigate the increased air flow. This task also includes electrical upgrades, instrumentation and control upgrades and a structural evaluation of existing building since heavier equipment will be added. Engineering design to strengthen the building due to the new HVAC equipment is not included in this scope. Odor control design assumes use of existing feed tanks for biofilters if determined necessary and does not include design of new biofilter structures.

Task 504 – Fifth Aeration Basin Blower

Issued for Bid Plans and Specifications will be completed for a fifth aeration basin blower which will include a blower sizing and type evaluation, new instrumentation and control strategy, connection to existing SCADA, piping modifications, power delivery evaluation and upgrades, and a structural evaluation of existing building.

Task 505 - Second Mechanical Screen

Issued for Bid Plans and Specifications will be completed for a second mechanical screen which will include an evaluation of type of bar screen, ingress/egress modifications, new instrumentation and control strategy, connection to existing SCADA, power delivery for the new mechanical screen and a structural evaluation of the existing building.

Task 506 - Final Opinion of Probable Construction Cost and Schedule

HDR will provide a final OPCC and construction schedule based on the Issued for Bid Plans and Specifications. This cost estimate will serve as the third and final estimate for use by the Town and will be based on the Association for the Advancement of Cost Engineering (AACE) cost estimating standard. An Issued for Bid design is typically a Class 1 level OPCC with an expected accuracy range of -10% to +15%. It will be used on bid day and will not be updated based on changes or additions made during bidding to generate the final Issued for Construction (IFC) Plans and Specifications.

Task Series 500 Deliverables

The following deliverables will be prepared as part of Task Series 500:

- Issued for Bid Plans and Specifications (PDF)
- Final OPCC (PDF)
- Final anticipated construction schedule
- Meeting agendas, minutes, and presentations

Task Series 600 - Bid Phase

HDR will provide bid phase services including preparation and distribution of contract documents, coordination of bidder questions and responses, conduct a pre-bid conference with prospective bidders, preparation and distribution of any required addenda, assistance at bid opening, evaluation of bids including reference checks, and recommendation of award, and preparation of contract documents. It is anticipated that the final Issued for Bid Plans and Specifications can be distributed electronically to prospective bidders.

Final comments for all drawings and specifications will be completed during this phase. No Design Review Meeting will be held for this IFC package.

Task 601 - Preparation of Bid Documents

HDR will prepare the bid documents to be used during the Bid Phase. Bid Phase documents and tasks include:

- Measurement and Payment schedule
- Schedule for unit prices
- Review the Town's contracts

- Attend and conduct the Pre-Bid Meeting
- Prepare addenda

Task 602 - Review Bids and Provide Recommendation

HDR will assist in the review of bids and provide the Town's Project Manager with a recommended Contractor to provide to Town Council for award.

Task 603 - Prepare Final Issued for Construction Documents

HDR will incorporate addenda into the Issued for Construction (IFC) Plans and Specifications.

Task Series 600 Deliverables

The following deliverables will be prepared as part of Task Series 600:

- Bid documents (PDF)
- Bid tabulation
- Addenda and clarifications
- Pre-bid conference meeting notes
- Recommendation of award
- A maximum of three (3) full size drawing sets and two (2) half size drawing sets of signed and stamped, conformed IFC Plans
- Specifications electronically as PDF
- Electronic, conformed IFC Plans as CAD files (.dwg)

Exhibit B
Compensation

As compensation for completion of the Services in compliance with this Agreement, the Town shall pay Consultant as outlined in the following table.

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: 2D3611FA-A657-4B9F-B2F6-C2AA8FB434A8
 Subject: Complete with Docusign: HDR NWRP Improvements Agreement FINAL.pdf
 Source Envelope:
 Document Pages: 21
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
 Julie Alaniz
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 jalaniz@erieco.gov
 IP Address: 50.206.104.130

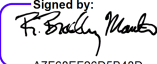
Record Tracking

Status: Original
 4/7/2026 2:28:36 PM
 Holder: Julie Alaniz
 jalaniz@erieco.gov
 Location: DocuSign

Signer Events

R. Bradley Martin
 brad.martin@hdrinc.com
 SVP
 HDR Engineering, Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 163.116.247.45

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 Signed: 4/8/2026 7:11:29 AM

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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: 4/8/2026 7:11:30 AM
 Viewed: 4/8/2026 7:47:03 AM

Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
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Certified Delivered	Security Checked	4/7/2026 3:51:04 PM
Signing Complete	Security Checked	4/8/2026 7:11:29 AM
Completed	Security Checked	4/8/2026 7:11:30 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.

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.