

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and WSB, LLC, an independent contractor with a principal place of business at 2000 South Colorado Boulevard, Tower One, Suite 11000, Denver, CO 80222 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

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

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

II. Term and Termination

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

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

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$446,914. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

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

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims,

damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent 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 of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties:

Task 1 – Project Management

Consultant shall designate a Project Manager (the "Consultant PM"). The Consultant PM shall manage and track their project activities and hours. The PM shall coordinate with the Town Project Manager (the "Town PM") on a monthly basis. It may be necessary to have additional Consultant staff and Town staff during the monthly coordination meetings. If additional Consultant staff is attending, Consultant shall provide an agenda to Town staff for the meeting and identify what additional Consultant staff will be discussing, with the exception of the kick-off meeting. When additional Consultant staff has completed their purpose in the meeting that staff will exit the meeting. The Town PM and the Consultant PM shall schedule a kick-off meeting together after a contract is signed by all parties. During the kickoff meeting, the project schedule will be better defined and milestones set. This will provide an opportunity for solidifying approach and outcomes, discuss data needs, brainstorm concepts, and identify key public engagement activities. All bi-weekly update meetings are proposed to be virtual unless otherwise agreed by Consultant and the Town PM. Consultant shall work with the Town's Communications and Community Engagement ("CCE") Department to match the look and feel of the project's logo, plan name, and tagline with the Town's style guide and messaging. This project branding will be used for all communication material throughout the process to have an attractive and recognizable look in consistent messaging and format. Consultant shall solidify the community engagement approach. The Consultant PM shall provide monthly progress reports and invoices for billing. Contractor shall provide meeting minutes with next action items identified.

Task 2 – Existing Conditions

Consultant shall research and identify a baseline of conditions of the corridor including a 2-mile buffer around the corridor. Additionally, spatial data, socioeconomic, demographic and development trends shall be assessed. An assessment of the region's impact on this section of the I-25 corridor and interchanges shall be included in the existing conditions. Consultant shall provide an existing conditions report utilizing infographics and establishing baseline indicators. The report shall provide an overview of baseline conditions and define how those conditions influence the corridor, and shall contextualize data to relate directly to what stakeholders need to know about the state of the corridor over the next 20 years.

2.1 – Review of Regional and Local Plans

Consultant shall review the following:

- The Town of Erie Comprehensive Plan
- The Town of Erie Transportation & Mobility Plan
- The Town of Erie Gateway Development Plan
- The Town of Erie Corridor Analysis
- The Town of Erie Parks, Recreation, Open Space & Trails (PROST) Plan
- The Town of Frederick Comprehensive Plan
- The Town of Frederick Transportation Master Plan
- The City of Dacono Transportation Plan
- The City of Dacono Comprehensive Plan
- The City of Dacono I-25 Sub Area Master Plan
- The City of Dacono Parks, Trails and Outdoor Recreation Master Plan
- The City and County of Broomfield Transportation Master Plan
- The Colorado Department of Transportation (CDOT) North I-25 Environmental Impact Statement
- The CDOT CO 52 Planning & Environmental Linkage (PEL) Study

2.2 – Natural Resources and Environment

Consultant shall summarize and map natural hazard risks, oil and gas facilities, air and water quality, and resource management. Consultant shall incorporate the new data and information provided by the recently updated Hazard Mitigation Plans by Weld County. Consultant shall summarize and map all wildlife habitats, species, natural resources, and the natural environment within the study area. From this summary, Consultant shall provide Local, State, Federal regulations, restrictions, and impacts to the wildlife and environment.

2.3 – Parks, Recreation, Trails, and Open Space

Consultant shall provide an inventory of the parks, recreational facilities, trails, and open space and build on all Parks and Recreation master plans to identify projects and strategies that have yet to be completed.

2.4 – Economic Development

Consultant shall provide an overview of the economic conditions including without limitation commercial development, industrial development, freight impact, outdoor recreation, and entertainment.

2.5 – Transit

Consultant shall conduct a review of all existing transit services in and around the study area and research future transit plans to occur in the study area. Consultant shall research and understand the process and standards of the regional transit providers' operations.

2.6 – Traffic Data

Consultant shall review traffic volumes and vehicle type along the corridor, the interchanges and arterial roadways in the buffer area. Consultant shall provide a review of crashes in the study area and summarize crash types. Consultant shall coordinate with all agencies to collect existing traffic data to compile and analyze.

Task 3 – Public Outreach & Stakeholder Coordination

Consultant shall create a list of events including a schedule and talking points for the events. Events shall occur in all involved municipalities. All public outreach activities shall contribute to the development of the vision of the study area.

3.1 – Public Outreach Events

Consultant shall develop a public outreach list of events and schedule. Public Outreach events shall encompass a variety of events such as attending Town-hosted events, pop-up events (5 total), and conducting a survey with results.

3.2 – Transportation Workshop

Consultant shall host a transportation workshop to include the involved municipalities, the Regional Transportation District ("RTD"), the Denver Regional Council of Governments ("DRCOG"), and the Colorado Department of Transportation ("CDOT"). Consultant shall work with those larger agencies to understand their process to include this study in their plans.

3.3 – Stakeholder Meetings

Consultant shall host a variety of meetings with the involved municipalities including staff, boards, committees, coalitions, regional organizations, departments. These meetings will help inform the study. Consultant shall present a mid-project update and a final report to the Erie Town Council.

Task 4 – Modeling & Analysis

Consultant shall develop a model of the regional growth and traffic volumes.

4.1 – Regional Growth Projections & Timeline

Consultant shall collect and analyze traffic volumes and development plans that will impact the study area, including roadways in the buffer area. Consultant shall work with the Town/City Engineers and Planners to understand the occurring development and traffic impacts. Based on development plans and timelines, Consultant shall develop a comprehensive timeline of the stages of each development such as when development will be 25%, 50%, 75%, and 100% complete in the study area. The model shall show what growth looks like over the next 40 years.

4.2 – Corridor and Interchange Traffic Volumes

Based on development plans and timelines, Consultant shall develop a comprehensive timeline of the stages of development such as when development will be 25%, 50%, 75%, and 100% complete or when developments are completed based on milestone years (10-year increments)

and what traffic volumes will exist during each stage of development in the study area and at the 2 interchanges. The model shall show what traffic volumes will look like over the next 40 years. Consultant shall evaluate the current conditions and provide a timeline of when meters will be needed at the interchange on-ramps.

4.3 – I-25 Managed Lanes

CDOT is constructing managed lanes on I-25 from Fort Collins to Denver. The project is broken into segments for implementation. The study area is within Segment 4 which is the last segment to receive the managed lanes. Consultant shall evaluate the impact of the existing managed lanes on either side of the study area. Consultant shall evaluate when I-25's Segment 4 will reach its capacity without the managed lanes and provide a timeframe for when the managed lanes are to be constructed.

4.4 – Transit Ridership Projections

Consultant shall provide projections of transit ridership for the regional transit services from CDOT, RTD, and local municipalities.

Task 5 – Interchange Reconfiguration Scenarios

Consultant shall use the current interchange configurations and include the traffic volumes at the milestones of 10 years, 20 years, 30 years, and 40 years out. Consultant shall analyze and develop interchange reconfiguration scenarios of the two interchanges in the study area and identify a timeframe for when the interchanges shall be improved. These reconfigurations shall include, keeping the interchanges as (improved) diamond interchanges, converting them to diverging diamond interchanges, or converting to single point unified interchanges. Consultant shall analyze what additional ROW is needed for the improved or reconfigured interchanges.

Task 6 – Underpass/Overpass Analysis

Consultant shall analyze and evaluate a crossing, either underpass or overpass, for the RTD ROW, trail connections, and wildlife across I-25 through a general plan and elevation drawings of proposed over/underpass. A crossing for all three connections will be planned together and it is anticipated that the RTD ROW will be active in the future with a rail connection to RTD's N Line. Consultant shall identify the length and width of the underpass/overpass and locate the connections to the underpass/overpass from either side of I-25. Consultant shall provide a timeline for when the underpass/overpass shall be constructed based on development and growth, including anticipated construction costs for today's standards and inflated costs at the time of improvements to the underpass/overpass. Consultant shall provide 3-4 general graphic conceptual designs of what this will look like, including Open Bridge Model ("OBM") and general plan and elevation sheets for each alternative.

Task 7 – RTD ROW Improvement Needs and Transit Improvements

RTD owns a ROW that crosses I-25 just north of the Erie Parkway interchange. On either side of I-25 are RTD rails. Eastward the rails connect to the N Line's Colorado State Highway 7 Station in Thornton and toward the west the ROW passes through the heart of Erie. Consultant shall evaluate the conditions of the ROW and rails and determine what improvements are needed to bring the rails to operational conditions. This shall include new rails and replacement of any rails. This analysis shall include costs (today's costs and inflated costs at 40 years out) estimates to improve the rails and estimates to extend the N Line from the CO 7 Station in Thornton to the Gateway development in Erie. Based on regional transit plans, Consultant shall evaluate and provide scenarios for transit connections to the Gateway Transit Center from Erie Parkway and one from I-25. This shall include a conceptual design of a Transit Center at the Gateway development including a Park-n-Ride, bus bays, and amenities. Consultant shall develop high level representative service plan based on Erie population and forecasted or publicly available travel volumes, assuming four daily round trip trains extended from N Line service from CO 7 and Colorado Boulevard to determine potential ridership and potential operation and maintenance. Cost shall be representative, per mile, and comparative analysis of existing RTD ridership will be used. A capital improvements list shall be based on the representative existing conditions and proposed condition to meet RTD requirements, per miles cost, factored for various categories, track, signals, and at grade crossing improvements. Consultant shall assume one concept level exhibit for the Transit Center at the Gateway Development based on information gathered and analyzed within this task with one round of review.

Task 8 – Identifying Challenges, Obstacles, and Conflicts

Based on existing conditions and completed analysis, Consultant shall provide a Challenges, Obstacles, and Conflicts report summarizing the challenges, stating the obstacles, and identifying conflicts, on a variety of topics including without limitation the natural environment, local plans, regional plans, transit plans and operations, financial, social, economic, development, policies, and political.

Task 9 – Economic and Fiscal Impact

Based on the model results and development plans, Consultant shall develop an economic impact on the surrounding area and shall provide a fiscal analysis of the costs associated with the scenarios, improvements, development, and analysis for each of the milestone years. This shall include an economic and fiscal impact if there is a no build scenario. Consultant and the Town will identify the parcels for evaluation that could be impacted by the interchange or the transit center with analysis completed at a high level. Future land uses will be determined by the DRCOG model and the Town of Erie model, if available using land uses by all involved municipalities. Assumptions will be key data points for the Economic and Fiscal portion of this study.

Task 10 – Recommendations

Consultant shall forward all recommendations for improvements to CDOT, RTD, and DRCOG in anticipation of including this study in DRCOG and CDOT plans.

10.1 – Vision

Consultant shall create a vision for the study area based on public outreach events and all completed tasks. The vision will guide improvements for the study area.

10.2 – I-25 Improvements

Consultant shall outline and provide a set of recommendations of improvements for I-25 and when those improvements should occur. The recommendations shall include how to coordinate with CDOT, RTD, DRCOG, and regional municipalities and organizations to proceed. This shall include next steps and a financial outlook plan.

10.3 – Overpass/Underpass

Consultant shall provide scenarios for the overpass/underpass and a preferred scenario that works best combining the RTD ROW, a multiuse trail, and wildlife crossings, including a cost estimate.

10.4 – Interchange Improvements

Consultant shall provide scenarios for the two interchanges including an improved diamond, diverging diamond, or single point unified interchange including metering the on-ramps. These scenarios shall include cost estimates and a timeline of when improvements should occur, if any.

10.5 – Transit Opportunities

Consultant shall recommend transit improvements and identify opportunities with regional and local transit providers. Consultant shall provide a rendering of a transit center at the Gateway development and the preferred transit connections to the transit center.

10.6 – Multiuse Path & Wildlife Connections

Consultant shall provide recommendations for a multiuse trail and wildlife connections across I-25 and to/from surrounding development.

10.7 – Implementation Plan

Consultant shall provide an implementation plan outlining the improvements, when they should occur, and the fiscal impact. The implementation plan shall identify current funding opportunities, including anticipated funding contributions from all stakeholders. Cost estimates shall be at planning level order of magnitude (\$/sq. ft.).

Consultant's Deliverables

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

Task 1 – Project Management:

- Kickoff meeting agenda, materials, facilitation, and summary
- Project schedule and budget including key milestones and public engagement activities
- Roles and responsibilities
- Monthly progress reports
- Agendas for meeting with additional Consultant staff

Task 2 – Existing Conditions:

- Existing Conditions Report on task items listed
- Maps, data, GIS files, traffic volumes, transit ridership
- A mapped overview of development and roadway improvements

Task 3 – Public Outreach and Stakeholder Engagement:

- Stakeholder and Public Engagement Summary Report
- A total number of interactions with the public
- Materials used during all engagements
- Goals and outcomes of workshop and stakeholder meetings
- Survey and results

Task 4 – Modeling and Analysis:

- Modeling report on task items listed
- Maps, data, GIS files, traffic volumes, ridership projections
- Inputs used for model

Task 5 – Interchange Reconfiguration Scenario:

- Conceptual designs of interchanges
- Interchange/Bridge traffic volumes of each year milestone
- Report on ROW needed

Task 6 – Underpass/Overpass Analysis:

- Graphics/graphic designs for underpass/overpass
- Report on analysis of underpass/overpass

Task 7 – RTD ROW Improvement Needs & Transit Improvements:

- Transit report
- Projected transit ridership
- Inputs used for model
- Capital improvements and costs needed to connect RTD ROW
- Operation and maintenance costs for rail

Task 8 – Identifying Challenges, Obstacles, and Conflicts:

- Challenges, Obstacles, and Conflicts report
- Maps, GIS files

Task 9 – Economic and Fiscal Impacts:

- Economic and fiscal impact report
- Maps, GIS parcel data

Task 10 – Recommendations:

- Final Study/Report
- Recommendations for each task above
- Timeline of all recommendations
- Fiscal impact of recommendations including projected costs