



**TOWN OF CASTLE ROCK SERVICES AGREEMENT**  
**(Construction Phase Engineering Services for Plum Creek Water Purification Facility**  
**Expansion Project – CRW)**

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**DATE:** July 2, 2024

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”).

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 (“Consultant”).

**RECITALS:**

- I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.
- II. The Town engages Consultant pursuant to its Sole Source policy to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

1. **Scope of Services.** Consultant shall perform all of the services as set forth on *Exhibit 1* (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment.** Consultant shall invoice Town upon completion of Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall remit payment to Consultant within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **\$3,824,954.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on June 30, 2028 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to June 30, 2028. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources for timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days’ written notice to Consultant. The Town’s only obligation in the event of



termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and or deliverables created up to the point of termination.

5. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval. For the avoidance of doubt, the term "subconsultants" as used in this Agreement shall include subcontractors.

6. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

7. **Assignment.** This Agreement shall not be assigned by either party without the written consent of the other party.

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all Services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention for the required insurance policies herein. The insurance coverages specified in this Agreement do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.



B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as ***Exhibit 2***, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled or terminated until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

C. **Additional Insureds:** For Commercial General Liability and Automobile Liability, Consultant and subconsultant's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** Town and Consultant waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of Consultant's services.

E. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation and Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with combined single limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability:** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10. **Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.



11. **Indemnification.** Consultant expressly agrees to indemnify the Town or any of its officers, agents or employees from any and all claims for bodily injury and property damage or claims resulting from Consultant's professional services which are the subject of this Agreement, including by, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

14. **Time is Important.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

15. **Default and Remedies.** In the event either Party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

16. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17. **Venue and Choice of Law.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable,



work, service or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.

20. **Title VI Compliance.** To the extent applicable, Consultant shall maintain its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

21. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become joint property of the Town and Consultant upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant shall strive so that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.



24. **Independent Contractor.** Consultant has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

25. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

28. **Confidentiality.** Consultant agrees that it shall treat as confidential information marked as such provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

29. **Work with Construction Contractors.** In the event the Town enters into a construction contract with a third-party contractor ("Construction Contractor"), and Consultant works with the Construction Contractor on the Plum Creek Water Purification Facility Expansion Project, this Section applies to the Agreement. Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or safety precautions or programs for which the Construction Contractor is responsible for. Nor will Consultant be responsible for a Construction Contractor's failure to perform construction work in accordance with a contract entered into between the Town and the Construction Contractor, nor will Consultant be responsible for damage to the Project site solely attributable to a Construction Contractor, and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, ensuring the Construction Contractor is performing construction work in accordance with a construction contract entered into between the Town and the Construction Contractor.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1)



this Agreement; (2) Exhibit containing Certificate of Insurance; (3) Exhibit containing Services and Fee Schedule; and (4) Exhibit containing Town of Castle Rock Affidavit of Independent Contractor Status.

**ATTACHED EXHIBITS:**

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

EXHIBIT 3 – TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Kaitlin Parker, Assistant Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**CONSULTANT:**

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

By:

  
\_\_\_\_\_  
(Signature)

Ray Schieferer  
(Print Name)

Its:

Vice President  
(Title)

## **EXHIBIT 1**

### **SCOPE OF SERVICES AND FEE SCHEDULE**



## **SCOPE OF SERVICES:**

This scope of services includes construction phase services for the Plum Creek Water Purification Facility Expansion Project. This scope does not include warranty phase services.

### **Task 1001 – Overall Project and Construction Administration:**

This task includes office administrative tasks to be performed throughout the construction phase including:

- Receive and review submittals provided by the Contractor in accordance with the Issued for Construction design documents. Maintain and transmit reviewed documents to the Owner and copy the Owner's project manager with test results.
- Provide the Owner's project manager with observations regarding defects or deficiencies in the Contractor's work relating to compliance with Issued for Construction design documents.
- Preparation of Engineer's monthly invoices and cover sheet.

The total construction phase for this project is anticipated to be 50 months in duration. If the Contractor's approach to the project requires more than 50 months to complete, the additional work related to this task shall be considered as additional services.

### **Task 1002 – Pre-Construction Conference:**

Engineer will conduct a preconstruction conference. This meeting will be held at the Plum Creek Water Purification Facility.

### **Task 1003 – Progress Meetings:**

Engineer will conduct weekly construction progress meetings. These meeting will be held at the Plum Creek water Purification Facility. This task assumes weekly onsite meetings for a project duration of 50 months.

### **Task 1004 – RFI Review and Response:**

Engineer will review and respond to RFIs in writing and prepare and issue supplemental drawings and specifications as necessary in response to RFIs. This includes written response to 160 RFI's with a review, determination, and response time of approximately four (4) hours per RFI. Engineer will maintain a record of RFIs, responses provided to the Contractor, and documentation of each RFI's resolution.

### **Task 1005 – Submittal and Resubmittal Reviews**

Engineer will review submittals for the project and provide a response and status for each submittal. Engineer expects approximately 400 different submittals from the Contractor. It is assumed that each submittal will require an average of three (3) hours review and response time for the first submittal and one (1) hours for resubmittals (two resubmittal per submittal).

### **Task 1006 – Change Orders/Work Change Directives:**

Engineer will review and comment on prospective change orders. Engineer will evaluate and make recommendations to Owner on change orders. Engineer will provide Work Change Directives as needed. Engineer will track changes and obtain Owner approval prior to returning direction to the Contractor.

### **Task 1007 – Periodic Site visits by Project Manager or Project Engineer (WPI)**

This includes one (1) site visit per week for one (1) engineer for a 40 week construction period for Work

Package 1. Each site visit is assumed to be eight (8) hours in duration, including travel.

### **Task 1008 – Periodic Site visits by Project Manager or Project Engineer**

This includes two (2) site visit per month for one (1) engineer for a 35 month construction period for the remaining work packages. Each site visit is assumed to be eight (8) hours in duration, including travel.

### **Task 1009 – Construction Observation and Residential Project Representative:**

Engineer will provide a resident project representative to observe and record the construction progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents. The resident project representative will be on site for 34 months of the construction period. It is assumed the RPR will be on-site for 8 hours a day, 5 days a week. The construction period assumes 5,904 hours. The resident project representative will:

- Provide observation of construction progress and of the quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents.
- Review delivered and on-site materials for conformance with the design documents and approved submittals.
- Prepare and submit daily construction observation reports to the Owner on a weekly basis.
- Provide construction photos of construction activities.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Participate with Contractor and Owner regarding start-up, testing, and commissioning. The Contractor will be responsible for start-up, testing, and commissioning.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on a weekly basis to observe if contractor is accurately documenting field changes to the work in a common set of drawings/specifications.
- Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- Conduct special inspections of the following:
  - Reinforced steel
  - Anchors cast in concrete
  - Anchors post installed in concrete
  - Concrete mix design
  - Concrete placement
  - Inspection of formwork
- The following special inspections will be provided by the Contractor and are not the responsibility of Engineer:
  - Fabricate specimens for strength, perform slump, air content and temperature.
  - Verification and inspection of soils by the geotech.
  - Verification of f'm
  - Verifications of grout and mortar are in compliance with the specifications
  - Structural steel welding

### **Task 1010 – Processes Start-Up:**

Processes start-up shall be performed by the Owner and Contractor with Engineer, as needed, for operating recommendations. The Owner's Operation Staff shall oversee operations once water is introduced into the processes. The Contractor shall complete instrumentation and control construction

(installation and adjustment) including all items that require water to be present. Engineer shall provide recommendations during start-up.

#### **Task 1011 – Pre-Start-Up Workshop:**

Engineer shall conduct a pre-start-up planning workshop with the Owner and Contractor prior to introducing water into each new process at the facility.

#### **Task 1012 – Equipment Operation’s Training:**

Equipment training requirements shall be included within the contract documents. The Contractor shall be responsible for ensuring that equipment vendors complete the training requirements as outlined in the contract documents. Engineer will provide an overview of each treatment process and the associated treatment goals. This task assumes a total of 48 hours for Owner training.

#### **Task 1013 – Substantial Completion Inspection and Punchlist**

Engineer will participate in the field walks of the site with the Owner and the Contractor. Engineer will generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. The task also includes punch list preparations, and certificates of substantial completion.

#### **Task 1014 – Final Completion Inspection and Punchlist**

Once the Contractor has indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted.

#### **Task 1015 – CDPHE Certifications:**

The Engineer shall issue CDPHE Certification of completion per approved design and/or work through changes to assist Owner with final approval from CDPHE for plant construction.

#### **Task 1016 – Conforming to Construction Record Drawings:**

Following construction, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Engineer will prepare conforming to construction drawings from the Contractor supplied redlines. A hard copy, pdf copy, point files and/or AutoCAD files of the information will be provided to the Owner.

#### **Task 1017 – Project Closeout**

This task includes provisions for the project manager to close out each projects documentation. This task will be conducted in the office and will include discussions with the Contractor, punch list items, final payment, conforming to construction drawings, and other documents required by the contract documents for final completion and final payment.

Castle Rock Water

Plum Creek Water Purification Facility Expansion

Senior Project Manager	Project Manager	Project Engineer / Process	Structural	Architectural	Electrical	Mechanical	Civil	CADD	RPR
Jason Schaefer	Haley Morton	Sydney Rubin	Jason Zemlicka	Ryan Lang	Vamsi Patwari	David Olsen	Josh Lee	Amelia Benson	Dave Thompson

Task Series 1000	
Task 1001	Overall Project and Construction Administration
Task 1002	Pre-Construction Conference
Task 1003	Progress Meetings
Task 1004	RFI Review and Response
Task 1005	Submittal and Resubmittal Reviews
Task 1006	Change Orders/Work Change Directives
Task 1007	Periodic Site Visits by Project Manager or Project Engineer (WP1)
Task 1008	Periodic Site Visits by Project Manager or Project Engineer
Task 1009	Construction Observation and Residential Project Representative
Task 1010	Processes Start-Up
Task 1011	Pre-Start-Up Workshop
Task 1012	Equipment Operation's Training
Task 1013	Substantial Completion Inspection and Punchlist
Task 1014	Final Completion Inspection and Punchlist
Task 1015	CDPHE Certifications
Task 1016	Conforming to Construction Record Drawings
Task Subtotal	

	400								
4	4	4							
600	600	400	60	40	120	8	20		
		160	160	80	160	40	40		
		500	375	250	625	125	125		
	80	40							
	80	80	80				80		
60	140	140	70	35	70	30	35		
									5904
120	120	40			40				
4	8	4							
20	20	20							
4	8	4	4	4	4	4	4		
4	8	4	4	4	4	4	4		
	40	80	30	30	60	30	30	250	
816	1516	1476	783	443	1083	241	338	250	5904

Project Total
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816	1516	1476	783	443	1083	241	338	250	5904
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Total Hours	Total Cost	Expenses	Subtotal
400	\$ 112,437	\$ 4,497	\$ 116,934
12	\$ 3,403	\$ 136	\$ 3,539
1,848	\$ 529,362	\$ 21,174	\$ 550,536
640	\$ 174,729	\$ 6,989	\$ 181,718
2,000	\$ 550,471	\$ 22,019	\$ 572,490
120	\$ 32,654	\$ 1,306	\$ 33,960
320	\$ 87,537	\$ 3,501	\$ 91,038
580	\$ 161,816	\$ 6,473	\$ 168,289
5,904	\$ 1,659,504	\$ 164,732	\$ 1,824,236
320	\$ 93,008	\$ 3,720	\$ 96,728
16	\$ 4,528	\$ 181	\$ 4,709
60	\$ 17,016	\$ 681	\$ 17,697
36	\$ 10,361	\$ 414	\$ 10,775
36	\$ 10,361	\$ 414	\$ 10,775
8	\$ 2,249	\$ 90	\$ 2,339
550	\$ 133,836	\$ 5,353	\$ 139,190
12,850	\$ 3,583,272	\$ 241,683	\$ 3,824,954

**EXHIBIT 2**

CONSULTANT'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
<b>INSURED</b> 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 MORTON, HALYE	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Liberty Mutual Fire Insurance Company		23035
	INSURER B : Steadfast Insurance Company		26387
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES****CERTIFICATE NUMBER:** 20676063**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-432888-473	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-043	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC2-641-432888-013	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-03	12/1/2023	12/1/2024	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*SEE ATTACHED\*\*\*

**CERTIFICATE HOLDER****CANCELLATION**

20676063  
TOWN OF CASTLE ROCK  
100 N. WILCOX ST.  
CASTLE ROCK CO 80104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RE: PLUM CREEK WATER PURIFICATION FACILITY EXPANSION – CONSTRUCTION PHASE SERVICES. THE TOWN OF CASTLE ROCK, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR DUTIES FOR THE TOWN ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM).

**EXHIBIT 3****TOWN OF CASTLE ROCK  
AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS**

In accordance with Section 8-70-115, C.R.S., Burns & McDonnell Engineering Company, Inc. certifies the following:

- With respect to the Agreement, **BURNS & MCDONNELL ENGINEERING COMPANY, INC.** (“Entity”) represents that it is the Entity’s express intention to be employed as an independent contractor of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement, to include all employees and agents of the above-named Entity. Entity understands and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require Entity work exclusively for the Town, except that Entity may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- Entity is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide Entity with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.
- The Town does not pay Entity personally but rather makes checks payable to the trade or business name of the Entity, who is a Party to the Agreement; and the Town does not combine their business operations in any way with the Entity’s business, but instead maintains such operations as separate and distinct.
- Entity understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **ENTITY UNDERSTANDS THAT NEITHER ENTITY NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN. THE**





ONLY AVAILABLE UNEMPLOYMENT COMPENSATION COVERAGE IS THAT PROVIDED BY THE ENTITY.

- ENTITY UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

INDEPENDENT CONTRACTOR:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: Brittany Berkey  
Name

STATE OF COLORADO )  
) ss.

COUNTY OF Douglas )

The foregoing instrument as acknowledged before me this 21<sup>st</sup> day of June, 2024 by Ray Schueler LLC as VP of the above-mentioned Independent Contractor.

Witness my official hand and seal.

My commission expires: Apr 24<sup>th</sup>, 2027

Brittany Berkey  
Notary Public

