



TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Front Street Downtown Connection, RWRWTC Pump Upgrades, & Liggett Road Pipe Upsize Projects – CRW)

DATE: April 16, 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 issued a Request for Proposals from qualified consultants in engineering and design services.
- II. Consultant timely submitted its Proposal.
- III. The Town engages Consultant 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 \$405,500.00, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on September 30, 2025 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for no more than five (5) additional one-year terms under the same terms and conditions by executing a written amendment to this Agreement prior to September 30, 2025. 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. **Subcontractors.** Consultant may utilize subcontractors to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

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 operations, goods or 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. 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 subcontractor'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. **Subcontractors:** Consultant shall confirm and document that all (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 (Errors & Omissions):** 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-vise, 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.



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 all 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 Front Street Downtown Connection, RWRWTC Pump Upgrades, and or Liggett Road Pipe Upsize Projects, 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: *Jason Schaefer*
(Signature)

Jason Schaefer
(Print Name)

Its: Regional GP Manager
(Title)



EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Castle Rock Water

Front Street Downtown Connection, RWRWTC Red Zone Upgrade, & Liggett Road Upsize

Work Breakdown Structure and Fee Schedule

Activity	Project Managers	Pipeline Lead	Pump Station Lead	Pipeline Engineers	Pump Station Engineers	Electrical	Civil	Groundwater Evaluation	Environmental	Structural	Designers	Quality Control	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Kyle LeBrasse Ryan Brong	Brett Holzapfel	Haley Morton	Corrie Kissner	Casey Campo	Vamsi Patwari	Nick Tessitore / Matt Strobel	Chris Thebo Kori Davis	Angie Woehler	John Kienholz	Kristie Weiss Swapnil Anhare	Nikole Rachelson / Kate Henske	Hours	Cost	Direct	Cost	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost		
TASK SERIES 100 - Project Management																	
Task 101 - Project Kickoff Meeting	4	2	2										8	\$1,770	\$70		\$ 1,840
Task 102 - Monthly Progress Meetings (x8) (1)	16	16	16										48	\$10,416	\$420		\$ 10,836
Task 103 - Project Management and Team Coordination	48	16	8	8	8						16		104	\$22,284	\$890		\$ 23,174
Task 104 - Quality Control and Quality Assurance Reviews												24	24	\$7,044	\$280		\$ 7,324
Task 105 - 30% Design Review Meeting	4	2											6	\$1,308	\$50		\$ 1,358
Task 106 - 90% Design Review Meeting	4	2											6	\$1,308	\$50		\$ 1,358
Sub-Total Series 100	76	38	26	8	8	0	0	0	0	0	16	24	196	\$44,130	\$1,760	\$0	\$45,890
TASK SERIES 200 - Site Investigation																	
Task 201 - Survey	1	2		4					4		8		19	\$3,920	\$160	\$33,000	\$ 37,080
Task 202 - Geotechnical Investigation	2	4		8									14	\$2,652	\$110	\$27,500	\$ 30,262
Task 203 - Potholing (2)	1	4		8									13	\$2,418	\$100	\$45,000	\$ 47,518
Sub-Total Series 200	4	10	0	20	0	0	0	0	4	0	8	0	46	\$8,990	\$370	\$105,500	\$114,860
TASK SERIES 300 - Pre-Design and Reports																	
Task 301 - Existing Document Review	1	4		11									16	\$2,958	\$120		\$ 3,078
Task 302 - Engineering (811) Locate Requests	1	4		13									18	\$3,318	\$130		\$ 3,448
Task 303 - Routing Studies	8	20		40									68	\$12,792	\$510		\$ 13,302
Task 304 - Engineer's Opinion of Probable Construction Cost for Route Alternatives	2	4		8									14	\$2,652	\$110		\$ 2,762
Task 305 - Preliminary Easements	2	4		4					4				14	\$2,876	\$120		\$ 2,996
Sub-Total Series 300	14	36	0	76	0	0	0	0	4	0	0	0	130	\$24,596	\$990	\$0	\$25,586
TASK SERIES 400 - Pump Station Hydraulic Analysis and Improvement Plan																	
Task 401 - Hydraulic Analysis Report & Phasing Plan			40		80	12	4			8			144	\$30,105	\$1,200		\$ 31,305
Task 402 - Pump Station Improvement Plan Engineer's Opinion of Probable Construction Cost			4		8								12	\$2,412	\$100		\$ 2,512
Sub-Total Series 400	0	0	44	0	88	12	4	0	0	8	0	0	156	\$32,517	\$1,300	\$0	\$33,817
Task Series 500 - Front Street & Liggett Road Pipeline Design																	
Task 501 - 30% Design Documents	8	16		60					4		80		168	\$33,092	\$1,320		\$ 34,412
Task 502 - 30% Engineer's Opinion of Probable Construction Cost	2	4		6									12	\$2,292	\$90		\$ 2,382
Task 503 - 90% Design Documents	20	40		80							120		260	\$51,270	\$2,050		\$ 53,320
Task 504 - 90% Engineer's Opinion of Probable Construction Cost	1	2		4									7	\$1,326	\$50		\$ 1,376
Task 505 - Easement Descriptions and Exhibits (additional @ \$1100 ea.) (3)	2	2		4									8	\$1,560	\$60	\$5,500	\$ 7,120
Task 506 - TESC Plan and Report	4	4		20					4		40		72	\$14,474	\$580		\$ 15,054
Task 507 - Issued for Bid (100%) Design Documents	8	12		16							24		60	\$11,934	\$480		\$ 12,414
Task 508 - Issued for Bid (100%) Engineer's Opinion of Probable Construction Cost	1	2		4									7	\$1,326	\$50		\$ 1,376
Sub-Total Series 500	46	82	0	194	0	0	0	0	8	0	264	0	594	\$117,274	\$4,680	\$5,500	\$127,454
TASK SERIES 600 - Bid Support																	
Task 601 - Distribute Bid Documents and Keep Bidders List	1	2											3	\$606	\$20		\$ 626
Task 602 - Address Bidder Questions	2	2		4									8	\$1,560	\$60		\$ 1,620
Task 603 - Draft and Distribute Addenda	2	4		4							4		14	\$2,757	\$110		\$ 2,867
Task 604 - Prepare Agenda and Host Pre Bid Conference	2	2											4	\$840	\$30		\$ 870
Task 605 - Attend Bid Opening	2	2											4	\$840	\$30		\$ 870
Task 606 - Validate Bid Document for Responsiveness	1	4											5	\$978	\$40		\$ 1,018
Task 607 - Bid Tabulation Summary	1	1		2									4	\$780	\$30		\$ 810
Task 608 - Provide Recommendation for Contract Award	1	1											2	\$420	\$20		\$ 440
Task 609 - Deliver Conforming Drawings & Specification (IFC Documents)	2	4									8		14	\$2,862	\$110		\$ 2,972
Sub-Total Series 600	14	22	0	10	0	0	0	0	0	0	12	0	58	\$11,643	\$450	\$0	\$12,093
TASK SERIES 700 - Permitting Services and Environmental Studies																	
Task 701 - Permitting with Railroad and CDOT	4	20		40					20				84	\$16,576	\$660		\$ 17,236
Task 702 - Environmental Studies (PJM, Wetlands)	4	8		8					100				120	\$27,464	\$1,100		\$ 28,564
Sub-Total Series 700	8	28	0	48	0	0	0	0	120	0	0	0	204	\$44,040	\$1,760	\$0	\$45,800
Project Subtotals	162	216	70	356	96	12	4	0	136	8	300	24	1,384	\$283,190	\$11,310	\$111,000	\$405,500
Project Total																	\$405,500

Notes:

- Meetings are assumed to be in person and include the preparation of meeting agendas and meeting minutes. Meeting documents will include a decision log and an action item logs.
- A total of 40 potholes are assumed. Potholes assume 20 outside of pavement and 20 within pavement requiring patching.
- Five (5) Easement Descriptions/Exhibits are included in this proposal. Additional descriptions can be provided for \$1,100/ea.
- Both pipeline Design Packages are assumed to be designed simultaneously.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.
- The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

2 \\ Action Plan & Schedule

Scope of Services

Our team is proposing the following scope of services.

Task Series 100 – Project Management

Task 101 – Project Kickoff Meeting – Burns & McDonnell will initiate, coordinate, and lead a Project Kickoff meeting at Castle Rock Water’s (CRW) offices. During the Project Kickoff meeting the collective project team will identify the project goals, discuss project requirements, identify key project components, coordinate planned activities, establish a project schedule and milestones, identify key project issues/concerns, identify key personnel who are to provide input on the project, and get initial input on design items. Burns & McDonnell will prepare a meeting agenda, meeting content in conjunction with the other partners, and provide meeting minutes that include a decision log and action item log.

Task 102 – Monthly Progress Meetings – Burns & McDonnell will initiate, host, and prepare for monthly in-person meetings throughout the project duration to keep CRW informed regarding progress and to receive input on design criteria and other key project considerations. Burns & McDonnell will prepare a meeting agenda, meeting content, and provide meeting minutes that include a decision log and action item log.

Task 103 – Project Management and Team Coordination - Burns & McDonnell will perform daily project coordination and management for the design phase, which includes coordination between CRW, Burns & McDonnell, and project subconsultants. The project manager will monitor project status, monitor project schedule, monitor project deliverables, track project budget, coordinate resources, and submit monthly invoicing. This task also encompasses half hour weekly internal meetings with the Burns & McDonnell design team to collaborate on design, track internal action items and discuss status updates, and review work-sharing needs to keep the project on schedule and within budget.

Task 104 – Quality Control and Quality Assurance Reviews – Burns & McDonnell will perform company-standard QA/QC design reviews on calculations and design deliverables. Burns & McDonnell has an established, formalized quality control program that is described herein and is mandatory on all projects. A copy of our corporate quality control manual is available upon request. The deliverables anticipated within the first six (6) months of work is a Paired Comparison Analysis Technical Memorandum which will detail our alignment selection process and ultimate recommendation based on our collaborative Paired Comparison Analysis Workshop with the larger team as well as any hydraulic modeling results.

Task 105 – 30% Design Review Meeting (Ligget Road and Front Street) – Burns & McDonnell will initiate and prepare for a 30% design review meeting at CRW offices after CRW has had an opportunity to review the 30% design documents. Burns & McDonnell will prepare a meeting agenda and provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and document comments will be incorporated into the 90% design documents as appropriate. This task assumes one combined review meeting for the Ligget Road and Front Street designs.

Task 106 – 90% Design Review Meeting (Ligget Road and Front Street) - Burns & McDonnell will initiate and prepare for a 90% design review meeting at CRW offices after CRW has had an opportunity to review the 90% design documents. Burns & McDonnell will prepare a meeting agenda and provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and document

comments will be incorporated into the 100% design documents as appropriate. This task assumes one combined review meeting for the Ligget Road and Front Street designs.

Task Series 200 – Site Investigation

Task 201 – Survey – Burns & McDonnell will subcontract with a licensed surveyor, Encompass Services, to conduct field surveys in sufficient detail to provide a topographic map suitable for detailed design. The survey will show property boundaries, existing designated utilities, mapped utilities, surface features, and easements necessary for the project that are within identified survey limits.

Task 202 – Geotechnical Investigation – Burns & McDonnell will subcontract with a licensed geotechnical firm, Kumar & Associates, to conduct soil borings, asphalt cores, and laboratory tests at identified locations, as needed, to identify subsurface conditions. The geotechnical firm will provide a geotechnical data report discussing geotechnical design and construction considerations, ground water depth measurements, and soil corrosivity.

Task 203 – Potholing – Burns & McDonnell will subcontract with a potholing subconsultant to perform locates of existing utilities that will be crossed or connected to by the proposed construction to identify their location, elevation, size, material, and alignment. For the purposes of this proposal, twenty (20) potholes have been assumed for each project with 50% of potholes outside of pavement limits. For the purpose of this fee, potholes outside of the pavement are assumed to be completed for \$1,000/each and potholes within a pavement section are assumed to be completed for \$1,250/each. If the alignment requires more utility potholing than the amount assumed at the time of the proposal, additional scope and fee can be included through amendment.

Task Series 300 – Pre-Design & Reports

Task 301 – Existing Document Review – Burns & McDonnell will review existing documents made available by CRW. These documents are anticipated to include available record drawings of existing infrastructure and easement documents. We will also review available geographical information, property ownership, and data that Burns & McDonnell has obtained from available online resources (e.g., Utility owner, Douglas County, and Town GIS data) and from previous projects within this corridor (e.g., survey data, utility documentation, etc.). Our findings will be discussed in the monthly progress meeting(s).

Task 302 – Engineering (811) Locate Requests – Burns & McDonnell will request engineering one-call (811) locates as due diligence to understand what existing utilities may exist in the area during preliminary alignment development. This information will be used as we begin to develop, evaluate, and present conceptual waterline alignment alternatives to CRW. Burns & McDonnell will digitize gathered information (as GIS shapefiles) to be incorporated into our conceptual level alignment exhibits within Task 303.

Task 303 – Routing Studies and GIS Map Books – Burns & McDonnell will develop and evaluate up to two (2) different alignment alternatives for both the Ligget Road Pipe Upsize and Front Street Downtown Connection projects. Evaluation of the alignment alternatives will include the development of conceptual level alignment exhibits (GIS Map Books). The GIS Map Book will use available geographical information, aerial photography, engineering locates, and existing record documents. Data obtained from engineering (811) locate requests, and the Environmental Studies (if additional service is selected) will be incorporated into these map books to consolidate information. The alternatives will be evaluated and summarized in a decision matrix. The decision matrix and recommendations will be discussed during a monthly progress meeting with CRW.

Task 304 –Engineer’s Opinion of Probable Construction Cost for Alternatives – Burns & McDonnell will prepare the engineer’s opinion of probable cost for the identified alignment alternatives. This cost opinion will be submitted along with the Alternatives Technical Memorandum for review and comment by CRW. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Assumptions will be included for reference.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year’s dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task 305 – Land Ownership and Easement Requirements – Burns & McDonnell will develop a Land Ownership Map within the GIS Map Book exhibits showing the parcels surrounding the alternative alignments. The intent of this Land Ownership Map is to evaluate existing ROW and permanent and temporary construction easement requirements for each of the proposed alignment alternatives. Burns & McDonnell will populate this map based on information available from Douglas County assessor’s databases. This land ownership information will help inform the routing study by evaluating land acquisition requirements.

Task Series 400 – Pump Station Hydraulic Analysis and Improvement Plan

Task 401 – Hydraulic Analysis Report and Phasing Plan – Burns & McDonnell will work with CRW to identify scenarios to be run through CRW’s existing hydraulic model. The results of the hydraulic model provided by CRW will be summarized in a technical memorandum. The memorandum will include recommendations for pump upgrades.

In addition to the hydraulic analysis, the memorandum will include an evaluation of the existing pump station, including the clearwell, electrical, and pump accessories (i.e., piping and valves). The recommendations from the pump station evaluation will be summarized in the technical memorandum.

Burns & McDonnell will issue a draft memorandum which will be revised per CRW’s comments and reissued as final.

Task 402 – Pump Station Improvement Plan Engineer’s Opinion of Probable Construction Cost – Burns & McDonnell will prepare the engineer’s opinion of probable cost for each phase of the multi-phase improvement plan based on the developed pump station improvement plan. These cost opinions will be submitted along with the memorandum for review and comment by the CRW.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year’s dollars. Consideration should

be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

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Task Series 500 – Front Street & Liggett Road Pipeline Design

Task 501 – 30% Design Documents – Burns & McDonnell will develop plans and specifications at the 30% Design Level. The 30% Design Documents will be constructed as two separate packages and include each of the following:

- ▶ General Sheets (Cover, Index, Legend, Survey Control General Notes)
- ▶ Specification Table of Contents
- ▶ Pipeline Plan View Drawings
- ▶ Detail Drawings

CRW will be given at least two weeks to review the plans and outline specifications prior to holding the 30% Design Review Meeting. PDF documents of the plans along with the specifications will be provided to the CRW for review.

Task 502 – 30% Engineer's Opinion of Probable Construction Cost - Based on the 30% design documents, Engineer will prepare the engineer's opinion of probable cost for each project. These cost opinions will be submitted along with the design documents for review and comment by the Owner.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year's dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task 503 – 90% Design Documents – Burns & McDonnell will develop plans and specifications at the 90% design level which will incorporate comments received by CRW during the 30% design review meeting. The 90% Plans will be constructed as two separate packages and include each of the following:

- ▶ General Sheets (Cover, Index, Legend, Survey Control General Notes)
- ▶ Technical Specifications
- ▶ Pipeline Plan and Profile Drawings
- ▶ Detail Drawings

CRW will be given at least two weeks to review the plans and outline specifications prior to holding the 90% Design Review Meeting. PDF documents of the plans along with the specifications will be provided to the CRW for review.

Task 504 – 90% Engineer’s Opinion of Probable Construction Cost - Based on the 90% design documents, Engineer will prepare the engineer’s opinion of probable cost for each project. These cost opinions will be submitted along with the design documents for review and comment by the Owner.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year’s dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

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Task 505 - Easement Descriptions and Exhibits (additional @ \$1,100/ea.) - Burns & McDonnell’s surveyor subconsultant, Encompass Services, will complete up to two (2) legal descriptions for permanent easements for the Front Street Downtown Connection Project and up to three (3) legal descriptions for permanent easements for the Liggett Road Pipe Upsize Project. Temporary construction easements will be included with the permanent easement descriptions. Legal descriptions will include the written description and be supported by an exhibit. Additional legal descriptions/exhibits can be provided at \$1,100 each.

Task 506 - TESC Plan and Report – Burns & McDonnell will prepare a Temporary Erosion and Sediment control (TESC) plan and report, in accordance with the Town of Castle Rock’s requirements. The GESC submittal will include a water control plan. The TESC package will be included with the 90% and 100% submittals.

Task 507 – Issued for Bid (100%) Design Documents – Burns & McDonnell will prepare and submit 100% (Issue for Bid) plans and specifications for bidding purposes. The plans and specifications will incorporate final Owner comments prior to bidding.

Task 508 – Issued for Bid (100%) Engineer’s Opinion of Probable Construction Cost - Based on the 100% design documents, Engineer will prepare the engineer’s opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner.

The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year’s dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

Many other items can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions and other factors affecting such opinions or projections; consequently, the final costs may vary from the opinions of costs. Moreover, the cost opinions presented here are only conceptual in nature and can vary significantly as design and detail is added to the project. Project budgets should continue to be carefully reviewed at regular intervals to assist in the decision-making process.

Task Series 600 – Bid Support

Task 601 –Distribute Bid Documents and Keep Bidders List - Burns & McDonnell will distribute the Issued for Bid Documents to the Contractors at the CRW’s request. We will coordinate with CRW on how the advertisement should be provided to prospective bidders. Burns & McDonnell will keep an updated plan holders list. That will be used to deliver the addenda or any other important notices.

Task 602 –Address Bidder Questions - Burns & McDonnell will respond to questions from Contractors during the bidding process.

Task 603 –Draft and Distribute Addenda - Burns & McDonnell will assemble addenda and transmit addenda to Contractors during the bidding process. The addenda will be incorporated into the Contract Documents. Based upon comments, questions, and feedback from Contractors during the bidding process, multiple addenda may be required to be issued.

Task 604 – Prepare Agenda and Host Pre-Bid Conference - Burns & McDonnell will prepare for and host a pre-bid conference with potential bidding Contractors. A meeting agenda will be provided to cover noteworthy conditions and requirements associated with work. We will keep a sign-in sheet for all Contractors attending. We will take meeting minutes and distribute them to meeting attendees and prospective bidders.

Task 605 – Attend Bid Opening - Burns & McDonnell will attend and assist with the bid opening. Our team will help with the management and collection of bidding documents. Bid discrepancies and irregularities will be documented.

Task 606 – Validate Bid Document for Responsiveness - Burns & McDonnell will collect all the submitted bids and evaluate each bid for conformance, completeness, and costs. Irregularities and discrepancies will be documented.

Task 607 - Provide Bid Tabulation Summary - We will compile a bid tabulation summary showing the provided bid costs from all contractors in a single document. Computation errors and uncertainties will be documented and provided.

Task 608 – Provide Recommendation for Contract Award – Burns & McDonnell will provide a formal written Contractor recommendation for Award, which may be presented to Town Council. Our recommendation will consider the Contractor’s qualifications, bid irregularities, value to the Town, and experience with work.

Task 609 – Deliver Issued for Construction Drawings and Specifications (IFC Documents) – Burns McDonnell will provide Issued for Construction Drawings and Specifications. Final revisions based on addenda will be included in these documents. The Issued for Construction Documents will be delivered to the successful Contractor for the Construction Phase.

Task Series 700 – Permitting Services and Environmental Studies

Task 701 – Permitting with Railroad and CDOT – Burns & McDonnell will aid in acquiring permits required for construction with CDOT (interstate) ROW and BNSF/Union Pacific ROW for each alignment. If an alignment is selected that runs parallel to interstate 25, a memo requesting acceptance will be required. Note that executed agreements or permits may only be issued by both entities at the end of design or before commencement of construction activities.

Task 702 – Environmental Studies (PJM, Wetlands) - Burns & McDonnell environmental scientists and cultural resource specialists will evaluate each pipeline alignment site for historical, cultural, and biological features (e.g., the Preble Jumping Mouse, wetlands, and nesting birds & raptors). The evaluation will start as a desktop evaluation to inform the route study and then expanded to field investigations based on the desktop findings. An Environmental Report will summarize the findings at both sites and advise on coordination with any further regulatory entities such as the USACE, Colorado Parks and Wildlife, and the National Fish and Wildlife Foundation.



EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

4/16/2024

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).

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

COVERAGES * CERTIFICATE NUMBER: 20503296 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"/> PRO-JECT <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 \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ 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	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

20503296
 TOWN OF CASTLE ROCK, COLORADO
 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

Joseph M. Agnello

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RE: FRONT STREET DOWNTOWN CONNECTION, RWRWTC PUMP UPGRADES, & LIGGETT ROAD PIPE UPSIZE. THE TOWN, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR WORK ARE ADDITIONAL INSUREDS 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: Jason Schaefer

Name Jason Schaefer

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument as acknowledged before me this 16 day of April, 2024 by Tristan Campbell as Notary Public of the above-mentioned Independent Contractor.

Witness my official hand and seal.

My commission expires: 11/8/26

T. Campbell

Notary Public

