



**TOWN OF CASTLE ROCK SERVICES AGREEMENT  
(Plum Creek Pipeline Central to PCWPF – CRW)**

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**DATE:** \_\_\_\_\_ September 3, 2024 \_\_\_\_\_

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

**CONSOR NORTH AMERICA, INC.**, an Oregon corporation, 1157 W. Century Drive, Suite 220, Louisville, Colorado 80027 (“Consultant”).

**RECITALS:**

- I. The Town issued a Request for Quotes/Proposals/Bids from qualified consultants with expertise in engineering and design services. Consultant timely submitted its proposal.
- II. The Town engages Consultant to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

1. **Scope of Services.** Consultant shall provide all of the services to the Town 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 monthly for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town may withhold payment, in whole or in part, for the Services found by the Town 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 not be required to pay for disputed Services until the dispute is resolved. The Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **\$390,676.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on December 31, 2025 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for one (1) additional year under the same terms and conditions by executing a written amendment to this Agreement prior to December 31, 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 devote adequate resources to assure 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 Consultant without the written consent of the Town.

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 are the minimum requirements, and these requirements 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, terminated or materially changed 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. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

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 authorized volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. **Subcontractors:** Consultant shall confirm and document that all subcontractors (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 minimum 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 minimum 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 minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

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, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including reasonable attorney's fees that are or may be awarded as a result of any loss, injury or damage



sustained or claimed to have been sustained by anyone, including, 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 of the Essence.** 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 to ensure 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 ensure 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 property of the Town 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 warrants 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. Any reuse of above noted work product outside the scope of Work without Consultant review and approval shall be at Town's sole risk and without liability to Consultant.

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 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. **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 Scope of 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

**[SIGNATURE BLOCK TO FOLLOW]**

CON-2024-0399



**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:**

**CONSOR NORTH AMERICA, INC.**

By:

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

Chris Manning  
\_\_\_\_\_  
(Print Name)

Its:

Principal Engineer  
\_\_\_\_\_  
(Title)



## **EXHIBIT 1**

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

Consultant shall provide to the Town the below indicated services, including but not necessarily limited to design services to upsize the existing Plum Creek Raw Water Return Pipeline from an existing 16-inch diameter to an equivalent 30-inch diameter to meet capacity needs to Plum Creek Water Purification Facility, an evaluation of environmental considerations, an alignment study, and coordination for the anticipated BNSF railroad crossing:

## SECTION 2 - ACTION PLAN AND SCHEDULE

A work breakdown structure (WBS) has been developed to complete the project as outlined in the RFP. The WBS is divided into tasks and subtasks to align with the sequencing of the design and permitting phase of the project, which are detailed below. This WBS also aligns with the provided fee estimate and CPM schedule.

### Task 1 - Project Management

This task includes the administration and coordination of the consultant's staff, subconsultants, and the interface with the Town's PM and other Town staff. The consultant will actively manage all project work to meet the project budget and schedule. For the purposes of this scope and budget, a 10-month project duration is anticipated. The following subtasks are included:

#### Task 1.1 - Project Administration

Perform general administration and project management throughout design and permitting phases for the successful completion of all tasks and elements of the project within the established scope, schedule, and budget. Document important project decisions as they occur.

- Process and submit monthly billings with a summary of project status by task and subtask, including a summary of invoicing from subconsultants retained for the project.
- Provide progress reporting with monthly billings, including review of work efforts completed, forecasted work for the next monthly period, percent completion, and any encountered or projected challenges or issues.
- Maintain the overall project schedule, including adding staff, subconsultants, and other resources as needed to meet scheduled milestones.

#### Task 1.2 - Client Meetings

Coordinate and attend key project design meetings by video conference. Provide an agenda and summary for all meetings held. The four meetings under this subtask include the following:

- Project Kick-off
- Routing Study
- Design Review at 30% Completion
- Design Review at 90% Completion

#### Task 1.3 - Internal Meetings

Hold internal design team meetings to manage and review design and permitting progress, deliverables, scope, budget, and schedule.

#### Task 1.4 - Subconsultant Coordination

Manage and coordinate with subconsultants including contracting, design coordination, deliverables, scope, budget, and schedule.

#### Task 1.5 - Quality Management

Perform in-house quality management reviews of all deliverables prior to submitting designs to the Town. These reviews follow Consor's prescribed quality management review process and documentation at each of the design milestones.

### Task 1 Deliverables

- Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status will be submitted to the Town on a monthly basis.
- A proposed schedule through final design and bidding.
- Client meeting agendas and minutes.
- Quality management review logs.

## Task 2 - Data Collection and Site Reconnaissance

This task will provide the background information and field data necessary to inform design decisions and permitting requirements in later tasks. The data from all fieldwork will be clearly represented on the design documents and within permitting applications, as necessary.

### Task 2.1 - Data Collection

Gather and review existing mapping, as-builts, design drawings, engineering reports, and other data related to the proposed project. Review existing water transmission piping, valving, and system operations. It is anticipated available data will include:

- Prior water system studies, analyses, and reports of the Town.
- Property parcels and ROW information (GIS map layer data).
- Town of Castle Rock Utilities base map information.
- Record drawings of all relevant water system facilities pertaining to the site and related Town projects.
- Any available geotechnical information.
- Other available utility mapping, including Town storm sewers, gas, power, and cable.
- Town street and drainage record drawings as well as pavement depth data.
- Tax lot maps.
- Other information relevant to the project.

### Task 2.2 - Site Visits

Perform site reconnaissance with design team and Town staff to review existing site conditions along proposed alignments and at water line tie-in locations. Two site visits are anticipated during this phase of the project.

### Task 2.3 - Field Survey

Work under this task includes all surveying needed to prepare a survey base map identifying existing ROW and easements along the route of the raw water line and the associated connection points. The work to be performed is as follows:

- Place a One-Call Utility Locate as needed for the project.
- Research and determine the existing property/ROW lines within the project limits. Anticipating six legal descriptions for temporary and permanent easement agreements including point of access to the new pipeline corridor.
- Conduct a site topographic survey of project area. This survey will include but not be limited to existing improvements, property pins, underground utility locations, structures, trees, wetland delineation, topography including high and low points (one-foot contours), and horizontal and vertical project control as needed to complete the design of this project.
- All fieldwork will be worked up and a basemap for the project will be developed in AutoCAD. All design drawings will be based on this basemap. The basemap will be provided to the Town.
- Survey data will be in the State Plane NAD83, Colorado Central Zone coordinate system and include coordination of known property corner on or adjacent to the site.

#### **Task 2.4 - Geotechnical Investigation**

Utilizing data collected from the 2012 project in which the 16-inch water line was installed, during this subtask, additional geotechnical investigation work will occur to validate the previous information and support the design of the new pipeline. This proposal includes 15 new test holes with the associated field visual inspection and laboratory testing of the material. The work completed and results of the field and lab work will be summarized in a Geotechnical Engineering Report.

#### **Task 2.5 - Utility Locates and QL-A Investigation**

During this subtask, a thorough utility investigation along the proposed alignment(s) will be completed. This includes identifying the necessary utilities to a Quality Level B (QLB) for utilities identified to be within the project extents. For utilities that the proposed pipeline will cross or be adjacent to, Quality Level A (QLA) locating will be completed. For the purpose of this proposal and based on a review of the existing utilities on the provided drawings for the existing 16-inch pipeline, 35 utilities located to QLA have been estimated. This investigation will be the basis for the Subsurface Utility Engineering (SUE) Report and plans.

#### **Task 2 Deliverables**

- Notes from site visits.
- Geotechnical Engineering Report.
- Utility mapping exhibits.

### **Task 3 – Routing Study**

A routing study of two optional alignments for the proposed transmission main will be conducted. Consor will work with the Town to define and refine additional alignment alternatives to be evaluated. The alternative routes will include conceptual level design, drawings, easements, and cost estimates for the Town's consideration. Our proposal anticipates the expectation for at least one railroad crossing, including permitting and trenchless installation. The advantages and disadvantages of each route will then be identified. A scoring matrix will then be developed to rank each of the alternatives and a preferred route will be identified. It is anticipated that the Town will select the preferred alignment for final design based on Consor's recommendations.

#### **Task 3.1 - Identify Alignment Alternatives**

Utilizing data collected during Task 2, Consor will work closely with the Town to identify viable alignment alternatives based on the connection points, existing ROW, permitting requirements, ease of access for construction and maintenance, and other challenges and opportunities.

#### **Task 3.2 - Evaluate Alignment Alternatives**

Consor will complete a qualitative and quantitative evaluation of the identified alignment alternatives. The evaluation will conclude with the development and implementation of a scoring matrix that will utilize a weighted KPI system to identify the highest ranked alignment.

#### **Task 3.3 - Prepare Conceptual Level Drawings**

The identified viable alignment alternatives will be visually represented by conceptual drawings. These drawings will reflect the overall alignment along with critical areas, constructability challenges, access, required ROW, and overall impacts to existing infrastructure and above grade improvements.

#### **Task 3.4 - Prepare Engineer's Estimates of Probably Construction Costs (EEOCCs)**

Consor will prepare Class 5 EEOCCs for the identified alternatives. These EEOCCs will provide a budgetary level estimate of the construction costs associated with each alternative to help inform the alternative evaluation and the Town's selection of the preferred option.

### **Task 3 Deliverables:**

Deliverables for this task include a technical memorandum documenting the findings for the alignment review. Submit one draft copy and an electronic PDF of the memorandum to the Town for review. Incorporate Town comments and prepare final memorandum and submit in PDF format. The technical memorandum will cover the following elements:

- Discussion of alternatives.
- Conceptual design drawings.
- EEOCCs.
- Scoring matrix and recommendations.

## **Task 4 – Design Documents**

### **Task 4.1 – 30% Design Drawing Development**

Work under this task includes preparation of the preliminary design for the project. This includes pipe preliminary design calculations and analysis to include size and material evaluation, hydraulic analysis, constructability review, and phasing plans, if necessary. The preliminary design will include completion of the drawings to approximately the 30% level that will primarily represent the horizontal alignment along with key features and critical components of the alignment such as trenchless crossings, existing infrastructure to be removed or relocated, and connection points. The anticipated sheets at the 30% design milestone are identified in the provided draft drawing list. The 30% design drawings will be presented for Town review and comments.

### **Task 4.2 – 30% EEOCC**

Utilizing the preliminary design drawing development, an EEOCC will be prepared to support the Town's assessment of the anticipated construction costs from preliminary design with the Town's budget for the project.

### **Task 4.3 – 90% Design Drawing Development**

Work under this task includes preparation of the final design drawings. During this stage, further refinement of the horizontal and vertical alignments will be completed along with the design of valving and other appurtenances for the pipeline. Additionally, the trenchless crossings will be advanced to include the necessary information and details to accurately represent the crossing method and associated requirements. The anticipated sheets at the 90% design milestone are included in the provided draft drawing list. The 90% design drawings will be presented for Town review and comments.

### **Task 4.4 – Technical Specifications**

Utilizing the Town's standards and specifications as the basis, we will prepare technical specifications to cover the full scope of work of the project. The technical specifications will be in Construction Specification Institute (CSI) format. Specifications will be provided in Microsoft Word format along with the 90% design drawings for review and comment by the Town.

### **Task 4.5 – 100% EEOCC**

Utilizing the final design package, a detailed EEOCC will be prepared to support the Town's assessment of the project in relation to the budget. The 100% EEOCC will generally align with the developed bid tab to allow thorough review of contractor's bids during the bidding phase of the project.

### **Task 4.6 – Issued for Bid Documents**

Work under this task includes completion of the final contract documents including plans and specifications. Proceeding from the completion of the final design, contract documents, plans, and specifications will be prepared for public bidding. The plans and specifications will conform to Town design standards. Town comments from the 90% design documents will be incorporated into the design.

#### Task 4 Deliverables

- Electronic scalable set of plans (11 x 17-inch PDF format) at the 30% and 90% and issued for bid design milestones.
- Technical specifications at the 90% and issued for bid design milestones.
- Construction Bid Schedule and other contractual documents required for the bidding phase.
- EEOPCCs at the 30% and 100% design milestones.
- Design CAD files (AutoCAD format).
- Survey control for construction (AutoCAD format).

#### Task 5 – Permitting and ROW Coordination

The Consor team will assist the Town in obtaining permits and approvals required for the project as listed below. It is assumed that the Town will pay all permit fees. Copies of all completed permits to be included in the appendices of the final construction contract documents.

##### Task 5.1 – Permitting and ROW Review

Utilizing the findings from the routing study and further refinements during the design phase, Consor will complete thorough identification of the necessary permitting to allow for construction of the proposed pipeline. Anticipated permitting is outlined below with the associated permitting fees.

- Town of Castle Rock Permits - assumed waived fees
  - Right-of-Way Permit
  - Easement Crossing Permit
  - Boring in Public ROW
  - TESC Manual to support Construction Stormwater Discharge Permit with CDPHE
- Douglas County - depending on selected alignment
  - GESD Permit - \$250 + \$25/ac disturbance
  - Utility Construction Plan Review - \$450
- BNSF Railway
  - Pipeline Crossing - \$2,000 application fee

Based on the Town's goals for the new pipeline as identified in the RFP and reinforced during the site walk, we do not currently anticipate permitting requirements with the USACE or USFWS. Coordination with each agency will occur as needed to evaluate alignment alternatives. The current alignment for the segment to be upsized within this project is outside of the effective floodplain; therefore, floodplain permits are also not anticipated.

Additionally, during this task, Consor will review the existing ROW and identify locations where additional permanent and temporary easements will be needed to support initial Town negotiations.

##### Task 5.2 – TESC Manual

The Consor team will prepare a TESC Manual in accordance with the Town's criteria as well as in compliance with the Town's MS4 permit. The TESC Manual will guide erosion and sediment control measures throughout the duration of construction as well as for final restoration. The TESC Manual will also provide the framework for the selected contractor to apply for and receive their Construction Stormwater Discharge Permit from the CDPHE WQCD.

##### Task 5.3 – Utility Permitting Coordination

Conсор will lead coordination with other utilities that the proposed pipeline will cross or route near. This includes identifying and procuring any necessary approvals and permits to allow for construction of the proposed pipeline. Utilities that typically require increased coordination include high and medium voltage power (both above and below grade), high and medium pressure gas mains, and fiber optic and other advanced telecommunications.

#### **Task 5.4 - Subsurface Utility Engineering (SUE) Plans and Report**

Utilizing the work completed under task 2.5, Consor will prepare a SUE Plan and Report in accordance with ASCE 38 and Senate Bill 18-167. The SUE Plan and Report will identify all utilities located within the project extents along with the quality level in which they were located - QLD through QLA. Where QLA located were completed, the horizontal and vertical locations will be noted along with the utility size and type, where appropriate.

#### **Task 5.5 - BNSF Railway Permit Coordination**

Consor will lead coordination with the BNSF Railway to submit an application for and coordinate approval and issuance of a pipeline crossing permit. This will include initial coordination with the local BNSF ROW team along with completion of their permit application. For the purposes of this proposal, we anticipate only a crossing permit will be required. If during the routing study an alignment is selected that will parallel the railway within BNSF ROW, additional permitting, design, and reviews may be required for a longitudinal permit. Additional efforts can include additional geotechnical investigation and seismic monitoring and design, along with additional construction permits. These efforts can be significant and will impact the viability of a longitudinal alignment within BNSF ROW, which is why we have elected to not include this within the base scope of work.

#### **Task 5.6 - Easement Legal Descriptions**

The Consor team will prepare easement legal descriptions and exhibits to support the Town acquiring the necessary additional ROW to construct and maintain the proposed pipeline. The southern approximately one-half of the current alignment (west side of BNSF RR) is within Town ROW and the proposed alignment is unlikely to vary greatly from the current due to restrictions with the railroad, floodplain, and environmentally sensitive areas. The north half of the alignment (east side of BNSF RR) is currently within a 30-foot permanent easement and additional permanent easements and temporary construction easements are likely. Most of the current alignment for the north half is within tracts owned by Castle Rock Development Company. The RFP identifies an estimated total of six easements, which we have included within this proposal.

*Our project schedule and draft drawing sheet list are included on the following pages.*



Castle Rock Water  
 Plum Creek Pipeline Central to PCWPF  
 Preliminary Sheet List  
 6/21/2024

Disciplines		Designator	
GENERAL	G	0XX	GENERAL
EROSION CONTROL	EC	1XX	PLANS
CIVIL	C	2XX	ELEVATIONS
FLOODPLAIN DEVELOPMENT	F	3XX	SECTIONS
STRUCTURAL	S	4XX	LARGE SCALE VIEWS
ARCHITECTURAL	A	5XX	DETAILS
PROCESS	D	6XX	SCHEDULES AND DIAGRAMS
MECHANICAL	M	7XX	USER DEFINED
PLUMBING	P	8XX	USER DEFINED
ELECTRICAL	E	9XX	3D REPRESENTATION
I&C	I		

GENERAL			Notes:	Consultant:	Design Lead:	30%	90%	100%
1	G-001	Cover Sheet and Vicinity and Location Maps		Consor		X	X	X
2	G-002	Index of Drawings		Consor		X	X	X
3	G-003	Standard Abbreviations		Consor		X	X	X
4	G-004	General Symbols		Consor		X	X	X
5	G-005	General Notes		Consor		X	X	X
6	G-006	Project Control and Survey - 1 of 2		Consor		X	X	X
7	G-007	Project Control and Survey - 2 of 2		Consor		X	X	X
8	G-008	Legend - Civil		Consor		X	X	X
9	G-009	Legend - Road Replacement		Consor		X	X	X
10	G-010	Bore Log Data - 1 of 4		Consor			X	X
11	G-011	Bore Log Data - 2 of 4		Consor			X	X
12	G-012	Bore Log Data - 3 of 4		Consor			X	X
13	G-013	Bore Log Data - 4 of 4		Consor			X	X
CIVIL			Notes:	Consultant:	Design Lead:	30%	90%	100%
14	C-101	Overall Site Improvements Keymap		Consor		X	X	X
15	C-102	Civil Site Layout STA 00+00 to 10+00		Consor		X	X	X
16	C-103	Civil Site Layout STA 10+00 to 20+00		Consor		X	X	X
17	C-104	Civil Site Layout STA 20+00 to 30+00		Consor		X	X	X
18	C-105	Civil Site Layout STA 40+00 to 50+00		Consor		X	X	X
19	C-106	Civil Site Layout STA 50+00 to 60+00		Consor		X	X	X
20	C-107	Civil Site Layout STA 60+00 to 70+00		Consor		X	X	X
21	C-108	Civil Site Layout STA 70+00 to 80+00		Consor		X	X	X
22	C-109	Civil Site Layout STA 80+00 to 90+00		Consor		X	X	X
23	C-110	Civil Site Layout STA 90+00 to 100+00		Consor		X	X	X
24	C-111	Civil Site Layout STA 100+00 to 110+00		Consor		X	X	X
25	C-112	Plan and Profile Keymap		Consor		X	X	X
26	C-113	Water Line Plan and Profile - STA 00+00 to 10+00		Consor		X	X	X
27	C-114	Water Line Plan and Profile - STA 10+00 to 20+00		Consor		X	X	X
28	C-115	Water Line Plan and Profile - STA 20+00 to 30+00		Consor		X	X	X
29	C-116	Water Line Plan and Profile - STA 30+00 to 40+00		Consor		X	X	X
30	C-117	Water Line Plan and Profile - STA 40+00 to 50+00		Consor		X	X	X
31	C-118	Water Line Plan and Profile - STA 50+00 to 60+00		Consor		X	X	X
32	C-119	Water Line Plan and Profile - STA 60+00 to 70+00		Consor		X	X	X
33	C-120	Water Line Plan and Profile - STA 70+00 to 80+00		Consor		X	X	X
34	C-121	Water Line Plan and Profile - STA 80+00 to 90+00		Consor		X	X	X
35	C-122	Water Line Plan and Profile - STA 90+00 to 100+00		Consor		X	X	X
36	C-123	Water Line Plan and Profile - STA 100+00 to 110+00		Consor		X	X	X
37	C-124	Roadway Replacement Plan - 1 of 3		Consor			X	X
38	C-125	Roadway Replacement Plan - 2 of 3		Consor			X	X
39	C-126	Roadway Replacement Plan - 3 of 3		Consor			X	X
40	C-127	Site Access Plan - 1 of 2		Consor			X	X
41	C-128	Site Access Plan - 2 of 2		Consor			X	X
42	C-129	Civil Details - X of X		Consor			X	X
43	C-130	Civil Details - X of X		Consor			X	X
44	C-131	Civil Details - X of X		Consor			X	X
45	C-132	Civil Details - X of X		Consor			X	X
46	C-133	Civil Details - X of X		Consor			X	X

## FEE

Below is a fee breakdown summary followed by our detailed fee estimate and hourly billing rate for all job classifications.

### PLUM CREEK PIPELINE CENTRAL TO THE PCWPF

Task	Conсор Direct Labor	Subconsultant Total	Subtotal
1 - Project Management	\$40,755.00		\$40,755.00
2 - Data Collection and Site Reconnaissance	\$18,871.00	\$122,870.00	\$141,741.00
3 - Routing Study	\$32,277.00		\$32,277.00
4 - Design Documents	\$126,246.00		\$126,246.00
5 - Permitting & ROW Coordination	\$38,656.00	\$11,000.00	\$49,656.00
<b>TOTAL</b>			<b>\$390,676.00</b>

**PLUM CREEK PIPELINE CENTRAL TO POWPE  
CASTLE ROCK WATER  
PROPOSED FEE ESTIMATE**

Staff Name	QA/QC Principal Engineer V	PIC/PM Principal Engineer IV	Cost Estimator Cost Estimator III	DPM/DL Professional Engineer VI	PE Engineering Designer III	Trenchless TSL Principal Engineer III	CAD Technician II	PA Administrative III	Hours	Labor	Subconsultants			Subconsultant Multiplier % Markup	Subconsultant Total with Markup	CADD Units \$/hr	Total
											Geotech	Survey	Utility Locates				
<b>Task 1 - Project Management</b>																	
<b>Task 1.1 - Project Administration</b>																	
<b>Task 1.1.1 - Client Meetings</b>		16		12	4			12	48	\$ 8,876			1.1	\$ 8,876			
<b>Task 1.1.2 - Internal Meetings</b>		12		12	16				40	\$ 7,532			1.1	\$ 7,532			
<b>Task 1.1.3 - Subconsultant Coordination</b>		4		12	12		8		54	\$ 10,257			1.1	\$ 10,257			
<b>Task 1.1.4 - Quality Management</b>		24		2	12				30	\$ 5,683			1.1	\$ 5,683			
<b>Task 1.1.5 - Quality Management</b>		4		2	8,407				34	\$ 8,407			1.1	\$ 8,407			
<b>Task 1 Subtotal</b>	<b>28</b>	<b>52</b>	<b>0</b>	<b>46</b>	<b>44</b>	<b>16</b>	<b>8</b>	<b>12</b>	<b>206</b>	<b>\$ 40,755</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,755</b>
<b>Task 2 - Data Collection and Site Reconnaissance</b>																	
<b>Task 2.1 - Data Collection</b>		4		8	8				20	\$ 3,638			1.1	\$ 3,638			
<b>Task 2.2 - Data Collection</b>		9		6	8		6		18	\$ 7,987			1.1	\$ 7,987			
<b>Task 2.3 - Geotechnical Investigation</b>		4		6	8				18	\$ 3,980	\$ 28,200		1.1	\$ 31,020			
<b>Task 2.3.1 - Utility Locates including QI-A Investigation</b>		4		8	15				28	\$ 4,869	\$ 53,000		1.1	\$ 58,300			
<b>Task 2 Subtotal</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>36</b>	<b>44</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>106</b>	<b>\$ 18,799</b>	<b>\$ 28,200</b>	<b>\$ 53,000</b>	<b>-</b>	<b>\$ 122,870</b>	<b>\$ 72</b>	<b>\$ 141,741</b>	
<b>Task 3 - Routing Study</b>																	
<b>Task 3.1 - Identify Alignment Alternatives</b>		8		12	16		8		48	\$ 8,417			1.1	\$ 8,525			
<b>Task 3.2 - Evaluate Alignment Alternatives</b>		8		16	20		20		48	\$ 8,804			1.1	\$ 8,804			
<b>Task 3.3 - Prepare Conceptual Level Design</b>		6		8	16		20		54	\$ 8,631			1.1	\$ 8,919			
<b>Task 3.4 - Prepare EOP/CS - Class 5</b>		4		6	8		8		30	\$ 6,029			1.1	\$ 6,029			
<b>Task 3 Subtotal</b>	<b>0</b>	<b>26</b>	<b>6</b>	<b>44</b>	<b>60</b>	<b>16</b>	<b>28</b>	<b>0</b>	<b>180</b>	<b>\$ 31,881</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 396</b>	<b>\$ 32,277</b>	
<b>Task 4 - Design Documents</b>																	
<b>Task 4.1 - 30% Design Drawing Development</b>		24		60	120		40		250	\$ 41,154			1.1	\$ 41,874			
<b>Task 4.2 - 50% EOP/CS</b>		4		8	12		2		32	\$ 6,188			1.1	\$ 6,188			
<b>Task 4.3 - 50% Design Drawing Development</b>		24		60	120		40		250	\$ 41,154			1.1	\$ 41,874			
<b>Task 4.4 - Technical Specifications</b>		12		6	12		4		32	\$ 2,789			1.1	\$ 2,789			
<b>Task 4.5 - Issued for Bid Documents</b>		16		20	40		20		100	\$ 15,907			1.1	\$ 17,257			
<b>Task 4 Subtotal</b>	<b>0</b>	<b>84</b>	<b>12</b>	<b>172</b>	<b>344</b>	<b>24</b>	<b>100</b>	<b>0</b>	<b>796</b>	<b>\$ 124,446</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 1,800</b>	<b>\$ 126,246</b>	
<b>Task 5 - Permitting &amp; ROW Coordination</b>																	
<b>Task 5.1 - Permitting and ROW Review</b>		8		12	12		8		32	\$ 5,944			1.1	\$ 5,944			
<b>Task 5.2 - TESC Manual</b>		4		8	24		8		44	\$ 7,045			1.1	\$ 7,153			
<b>Task 5.3 - Utility Permitting Coordination</b>		4		12	16		6		38	\$ 6,296			1.1	\$ 6,296			
<b>Task 5.4 - SUE Plans and Report</b>		6		8	20		8		42	\$ 6,916			1.1	\$ 7,024			
<b>Task 5.5 - BNSF Permitting Coordination</b>		6		12	20		2		46	\$ 8,293			1.1	\$ 8,329			
<b>Task 5.6 - Easement Legal Descriptions</b>		4		8	8		2		22	\$ 3,875			1.1	\$ 3,6			
<b>Task 5 Subtotal</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>60</b>	<b>100</b>	<b>6</b>	<b>26</b>	<b>0</b>	<b>224</b>	<b>\$ 38,868</b>	<b>\$ -</b>	<b>\$ 10,000</b>	<b>-</b>	<b>\$ 11,000</b>	<b>\$ 288</b>	<b>\$ 49,656</b>	
<b>TOTAL - ALL TASKS</b>	<b>28</b>	<b>214</b>	<b>18</b>	<b>358</b>	<b>592</b>	<b>62</b>	<b>168</b>	<b>12</b>	<b>1452</b>	<b>\$ 254,250</b>	<b>\$ 28,200</b>	<b>\$ 53,000</b>	<b>-</b>	<b>\$ 133,870</b>	<b>\$ 2,556</b>	<b>\$ 390,676</b>	

**2024 Billing Rates**

Classification	Rate
Principal Engineer VI	\$ 274.40
Principal Engineer V	\$ 256.80
Principal Engineer IV	\$ 243.20
Principal Engineer III	\$ 228.00
Principal Engineer II	\$ 215.20
Principal Engineer I	\$ 205.60
Professional Engineer IX	\$ 208.25
Engineering Designer IX	\$ 200.60
Professional Engineer VIII	\$ 198.90
Engineering Designer VIII	\$ 190.40
Professional Engineer VII	\$ 187.85
Engineering Designer VII	\$ 181.05
Professional Engineer VI	\$ 179.35
Engineering Designer VI	\$ 172.55
Professional Engineer V	\$ 167.45
Engineering Designer V	\$ 161.50
Professional Engineer IV	\$ 158.10
Engineering Designer IV	\$ 158.10
Professional Engineer III	\$ 153.85
Engineering Designer III	\$ 153.85
Engineering Designer II	\$ 141.10
Engineering Designer I	\$ 130.05
Technician IV	\$ 153.00
Technician III	\$ 136.85
Technician II	\$ 118.15
Technician I	\$ 100.30
Administrative III	\$ 108.80
Administrative II	\$ 100.30
Administrative I	\$ 88.40
Cost Estimator III	\$ 246.50
Cost Estimator II	\$ 197.20
Cost Estimator I	\$ 147.90
Construction Manager X	\$ 253.30
Construction Manager IX	\$ 236.30
Construction Manager VIII	\$ 223.55
Construction Manager VII	\$ 215.90

Construction Manager VI	\$ 200.60
Construction Manager V	\$ 184.45
Construction Manager IV	\$ 175.10
Construction Manager III	\$ 159.80
Construction Manager II	\$ 147.05
Construction Manager I	\$ 130.90
Inspector VII	\$ 184.45
Inspector VI	\$ 170.00
Inspector V	\$ 153.85
Inspector IV	\$ 143.65
Inspector III	\$ 127.50
Inspector II	\$ 113.90
Inspector I	\$ 98.60
Principal III	\$ 303.45
Principal II	\$ 265.20
Principal I	\$ 233.75
Project Manager IV	\$ 210.80
Project Manager III	\$ 210.80
Project Manager II	\$ 187.85
Project Manager I	\$ 164.05
Project Coordinator IV	\$ 147.90
Project Coordinator III	\$ 137.70
Project Coordinator II	\$ 123.25
Project Coordinator I	\$ 108.80
Quality Control Compliance Specialist	\$ 153.85
Survey Party Chief	\$ 102.85
Survey Technician III	\$ 93.50
Survey Technician II	\$ 85.00
Survey Technician I	\$ 75.65
Planner II	\$ 120.70
Planner I	\$ 89.25
Scientist VI	\$ 134.30
Scientist V	\$ 120.70
Scientist IV	\$ 107.10
Scientist III	\$ 102.85
Scientist II	\$ 89.25
Scientist I	\$ 75.65



**EXHIBIT 2**

CONSULTANT'S CERTIFICATE OF INSURANCE



Town of Castle Rock, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town of Castle Rock are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of Town of Castle Rock, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town of Castle Rock if required by written contract with respect to General Liability, Automobile Liability, Professional Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.



## EXHIBIT 3

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

I, Chris Manning, an authorized representative of **CONSOR NORTH AMERICA, INC.**, holding legal authority to sign this Affidavit, declare under oath that I am 18 years or older and have the capacity to sign this Affidavit. In accordance with Section 8-70-115, C.R.S., I, the undersigned, hereby certify the following:

- With respect to the Agreement, **CONSOR NORTH AMERICA, INC.** (“Entity”) represents and warrants 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:**

**CONSOR NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name Chris Manning

**STATE OF COLORADO** )

) ss.

**COUNTY OF** Boulder )

The foregoing instrument as acknowledged before me this 13 day of August, 2024 by Christopher Michael Manning as Principal of the above-mentioned Independent Contractor.

Witness my official hand and seal.

My commission expires: July 24, 2027

Dhruva

Notary Public

<p><b>DAWA YANJI SHERPA</b>  NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 20234027950  MY COMMISSION EXPIRES JULY 24, 2027</p>
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