



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(McMurdo Gulch Stream Reclamation Project Priority No. 3 – Supplemental Design, Bid,  
Construction and Post Construction Services)**

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**DATE:** October 7, 2025.

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

**MULLER ENGINEERING COMPANY, INC.**, a Colorado corporation, 7245 W. Alaska Dr., Suite 300, Lakewood, Colorado 80226 (“Consultant”).

**RECITALS:**

- I. The Town and Consultant are parties to the Town of Castle Rock Services Agreement (McMurdo Gulch Stream Reclamation Project Priority No. 3 – Supplemental Design, Bid, Construction and Post Construction Services) dated January 17, 2024 (the “Agreement”), which Agreement was approved by the Town Council pursuant to Resolution No. 2024-005 (the “Resolution”).
- II. The Parties entered into a First Amendment to the Agreement dated April 29, 2024 (“First Amendment”) to provide for an extension of time, increase the not-to-exceed payment amount for an amount within the contingency authorized by the Resolution, and expand the scope of Services.
- III. The Agreement and First Amendment are attached hereto as ***Exhibit A-2***.
- IV. The Parties desire to amend the Agreement to update the Consultant’s scope of services and to increase Consultant’s fee for additional services by the amount of \$74,831.00, as provided in the supplementary scope of services and fee schedule attached as ***Exhibit B-2***.
- V. The Parties further desire to amend the Agreement to extend the Term of the Agreement to December 31, 2026 due to the revised scope of services.
- VI. The Town and Consultant wish to memorialize these changes in this Second Amendment to the Agreement (“Second Amendment”).

**TERMS:**

1. **Amendment.** Section 1 of the Agreement is amended to read as follows:  
  
 “1. **Scope of Services.** Consultant shall provide to the Town all of the services (design, bid, basic, construction engineering, post construction, LOMR preparation, and special services) as set forth in ***Exhibit 1*** to the Agreement, ***Exhibit B*** to the First Amendment, and ***Exhibit B-2*** to the Second Amendment (“Services”).”



2. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1* to the Agreement, *Exhibit B* to the First Amendment, and *Exhibit B-2* to the Second Amendment. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall the cumulative payments to Consultant under this Agreement exceed **\$459,173.00**, unless authorized in writing by Town.”

3. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on December 31, 2026 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to December 31, 2026. Nothing in this paragraph 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 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. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as *Exhibit C-2*.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-2 – AGREEMENT AND FIRST AMENDMENT

EXHIBIT B-2 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-2 – CONSULTANT’S UPDATED CERTIFICATE OF INSURANCE

**[SIGNATURE BLOCK TO FOLLOW]**



**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

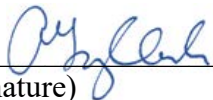
**Approved as to content:**

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

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

**CONSULTANT:**

**MULLER ENGINEERING COMPANY, INC.**

By:   
(Signature)

A. Gray Clark  
(Print Name)

Its: President  
(Title)

**EXHIBIT A-2**

**AGREEMENT AND FIRST AMENDMENT**



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**FIRST AMENDMENT TO TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(McMurdo Gulch Stream Reclamation Project Priority No. 3 – Supplemental Design, Bid,  
Construction and Post Construction Services)**

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4/29/2024 | 12:42 PM MDT

**DATE:** \_\_\_\_\_.

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

**MULLER ENGINEERING COMPANY, INC.**, a Colorado corporation, 7245 W. Alaska Dr., Suite 300, Lakewood, Colorado 80226 (“Consultant”).

**RECITALS:**

- I. The Town and Consultant are parties to the Town of Castle Rock Services Agreement (McMurdo Gulch Stream Reclamation Project Priority No. 3 – Supplemental Design, Bid, Construction and Post Construction Services) dated January 17, 2024 (the “Agreement”), which Agreement was approved by the Town Council pursuant to Resolution No. 2024-005 (the “Resolution”). The Agreement is attached hereto as ***Exhibit A***.
- II. The Parties desire to amend the Agreement to revise the Consultant’s scope of work and to increase Consultant’s fee for additional services by the amount of \$24,386.00, as provided in the supplementary scope of services and fee schedule attached as ***Exhibit B***. The increase in Consultant’s fee is for an amount within the contingency authorized by the Resolution.
- III. The Parties further desire to amend the Agreement to extend the Term of the Agreement to December 31, 2025 due to the revised scope of services.
- IV. The Town and Consultant wish to memorialize these changes in this First Amendment to the Agreement (“First Amendment”).

**TERMS:**

1. **Amendment.** Section 1 of the Agreement is amended to read as follows:  
  
“1. **Scope of Services.** Consultant shall provide to the Town all of the services (design, bid, basic, construction engineering, post construction, LOMR preparation, and special services) as set forth on ***Exhibit 1*** to the Agreement and ***Exhibit B*** to the First Amendment (“Services”).”
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:  
  
“2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1*** to the Agreement and ***Exhibit B*** to the First Amendment. The Town shall pay

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such invoices within thirty (30) days receipt of such invoice. In no event shall the cumulative payments to Consultant under this Agreement exceed **\$384,342.00**, unless authorized in writing by Town.”

3. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“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 under the same terms and conditions by executing a written amendment to this Agreement prior to December 31, 2025. Nothing in this paragraph 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 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. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as *Exhibit C*.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A – AGREEMENT

EXHIBIT B – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C – CONSULTANT’S UPDATED CERTIFICATE OF INSURANCE

**[SIGNATURE BLOCK TO FOLLOW]**

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DS

**ATTEST:**

DocuSigned by:

Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

DocuSigned by:

David L. Corliss, Town Manager

**Approved as to form:**

DocuSigned by:

Kaitlin Parker, Assistant Town Attorney

**Approved as to content:**

DocuSigned by:

Mark Marlowe, Director, Castle Rock Water

**CONSULTANT:**

**MULLER ENGINEERING COMPANY, INC.**

By:

(Signature)

A. Gray Clark

(Print Name)

Its:

President

(Title)

Previously Executed

CON-2024-0184



**EXHIBIT A**  
**AGREEMENT**

Previously Executed

CON-2023-0950



**TOWN OF CASTLE ROCK SERVICES AGREEMENT**  
**(McMurdo Gulch Stream Reclamation Project Priority No. 3 –**  
**Supplemental Design, Bid, Construction and Post Construction Services)**

---

**DATE:** January 17, 2024

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

**MULLER ENGINEERING COMPANY, INC.**, a Colorado corporation, 7245 W. Alaska Dr., Suite 300, Lakewood, Colorado 80226 ("Consultant").

**RECITALS:**

I. 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 to the Town all of the services (design, bid, basic, construction engineering, post construction, LOMR preparation, and special services) as set forth on *Exhibit 1* ("Services").

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed \$359,956.00, 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, 2024 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to December 31, 2024. Nothing in this paragraph 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 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, 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

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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.

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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 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 (including independent consultants/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 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

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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, Choice of Law and Disputes.** 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-compliant 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,



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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 subsection 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.

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.

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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 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-2023-0950



DS

**ATTEST:**

DocuSigned by:

*Lisa Anderson*

296A8A4E0EE34AF  
Lisa Anderson, Town Clerk



**Approved as to form:**

DocuSigned by:

*Kaitlin Parker*

4B1400493EA3464  
Kaitlin Parker, Assistant Town Attorney

**TOWN OF CASTLE ROCK**

DocuSigned by:

*Jason Gray*

A7938A42F3A848A  
Jason Gray, Mayor

**Approved as to content:**

DocuSigned by:

*Mark Marlowe*

FEA6D2E651B241D  
Mark Marlowe, Director, Castle Rock Water

**CONSULTANT:**

**MULLER ENGINEERING COMPANY, INC.**

By:

*A. Gray Clark*  
(Signature)

*A. Gray Clark*  
(Print Name)

Its:

*President*  
(Title)

Previously Executed

CON-2023-0950



## EXHIBIT 1

### SCOPE OF SERVICES AND FEE SCHEDULE

#### A. SCOPE OF WORK

This scope of work involves supplemental design services, bid services, basic construction services, construction engineering services, post construction services, LOMR preparation, and special services. The anticipated scope of work and fee includes the activities outlined below.

##### 1. SUPPLEMENTAL DESIGN

Muller will provide the following supplemental design services:

- Additional Alternatives Analysis including conceptual layout of alternative channel improvements and cost estimates to meet the Town's overall design and construction budget.
- Additional channel design for approximately 1,000 LF of channel on the McMurdo Mainstem upstream of Reach 2, which is beyond what was anticipated in the original design scope. This includes additional channel layout, grading, floodplain hydraulics, rock sizing, sheet work, and cost estimation.
- Preparation of bid alternate and/or a phased plan set including separating quantities and the bid tab into alternates or phases, preparation of a revised cost estimate to reflect bid alternates or separate phases, revising the plan set to identify which improvements will be part of the alternate bid or supplemental project phase, coordination with the project team to determine what improvements are included in the base bid and what improvements should be considered as alternate or phased.
- Additional time required for CCC Structure SHF Grant meetings and coordination with the project team and the state historic office.

Previously Executed



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## 2. BID SERVICES

Muller will provide the following bid services:

- Attend pre-bid meeting and prepare meeting minutes.
- Assist the Town of Castle Rock to answer questions and assist with plan revisions for the Bid Addenda.

## 3. BASIC CONSTRUCTION SERVICES

Muller will provide the following basic services:

- Prepare hard copies of construction plans and specifications for the project team (sponsors, contractor, consultants) and send project information including CAD files.
- General coordination and project management including phone calls and emails with project partners.
- Project management including preparation of subconsultant agreements for as-built survey, environmental services, and geotechnical services and preparation of monthly invoices for 14 months from January 2024 through March 2025 (construction services through LOMR preparation and comments resolution).

## 4. CONSTRUCTION ENGINEERING SERVICES

Construction engineering services includes the following:

- Attend a pre-construction meeting and prepare meeting minutes.
- Assist with review of product submittals including void-filled riprap materials, boulders, concrete or asphalt mixes, coir mat, coconut blanket, and seed mixes.
- Attendance of a Project Manager for up to 8 weekly construction progress meetings. Assuming 3 hours per meeting including travel time. Attendance of progress meetings from a Professional Engineer is assumed to be included in the construction observation efforts.
- Construction observation for Tributaries 5 and 6 assuming eight weeks of construction. Part time observation assumes 20 hours per week on average for a Professional Engineer including travel time, four site visits each for a Construction Manager and Project Manager at 4 hours per site visit including travel time. Up to 4 days of GPS survey unit rental throughout duration of the tributary construction to confirm wetland bench and rock grades.
- Construction observation for the McMurdo Gulch main stem improvements. Observation assumes two site visits per boulder cascade by a Professional Engineer to observe construction and boulder placement totaling 22 site visits at 4 hours per visit including travel time. Four site visits each by a Construction Manager and Project Manager at 4 hours per site visit including travel time. Up to 4 days of GPS survey unit rental through the duration of the main stem construction to confirm wetland bench and rock grades.
- Construction observation for seeding and planting efforts on Tributaries 5 and 6 and the McMurdo Gulch main stem improvements assuming eight weeks of re-vegetation. Part-time construction observation assumes two site visits per week by a Professional Engineer to assist the Town and

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ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes for a total of 16 site visits at 4 hours per site visit including travel time. Four site visits by a Project Manager at 4 hours per visit including travel time.

- Attend one project closeout walk through, prepare a project close out punch list, and provide closeout punch list inspection. Includes one follow up site visit to verify completion of punch list items.
- Assistance with reviewing and responding to up to 5 requests for information (RFI's) and assisting the Town of Castle Rock in review and recommendations of change order requests.

#### 5. POST CONSTRUCTION SERVICES

Post construction services will include the following:

- Process as-built topographic survey.
- Preparation of record drawings using the as-built survey, and any redlines provided by the contractor.

#### 6. LETTER OF MAP REVISION (LOMR)

Muller will provide the following services to complete a LOMR:

- Create post-project HEC-RAS floodplain model by revising proposed model using as-built survey data.
- Create post-project floodway model.
- Prepare water surface elevation comparison tables and agreement tables.
- Update Floodplain Work map to include the post-project floodplains and as-built topography.
- Complete MT-2 Forms.
- Prepare annotated FEMA FIRM, Floodway Data Tables, and Flood Profiles.
- Prepare LOMR Report Narrative documenting project scope, purpose, and hydraulic analysis and assemble hydraulic computations and digital files.
- Prepare Draft Electronic Submittal and submit to the Town of Castle Rock.
- Address the Town of Castle Rock review comments.
- Submit LOMR Package to MHFD/FEMA.
- Pay FEMA review fee.
- Address MHFD/FEMA review comments.

#### 7. SPECIAL SERVICES

Muller will work with their project partners to provide special services required by the project. Detailed scope and fee information for each of the services listed below is included in Appendix B.

- As-built survey (Topographic Land Surveyors): Survey includes detailed thalweg survey, survey of approximately 79 cross sections within the 100-year regulated floodplain, certification by a PLS for the LOMR submittal, as-built survey points at rock structure crests and toes, and any other structure inverts.



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- Easement Staking (COMPLETED) (Topographic Land Surveyors): Includes preparation and field work to stake permanent and temporary easements through the project reach.
- Construction Observation Services (ERO): Includes field visits to assess and sample topsoil, perform a raptor and nest bird survey, inspect seeding and mulching operations, planting operations, and to locate plants on-site. Also includes as-needed time to respond to RFI's related to 404 permitting, cultural resources, or planting and vegetation.
- Supplemental Permitting Services (ERO): Includes the effort to coordinate with the USACOE and a request to obtain a non-jurisdictional designation for McMurdo Gulch.
- CCC SHF Grant Administration Contingency (ERO): Includes as needed services to assist the Town with the SHF grant administration tasks like quality control of deliverables, progress reports, and financial reports. This is a contingency only to be used as directed by the Town.
- CCC SHF Grant Supplemental Services (COMPLETED) (ERO): This effort includes the preparation of a separate NW404 Permit for just the CCC related channel improvements, additional meetings (Town Council, SHF, Town Historic Preservation Board), and additional phone and e-mail coordination with the clients and project team.

#### B. EXCLUSIONS AND ASSUMPTIONS

The following is a list of exclusions and assumptions.

- It is assumed that the heavy construction duration will be 8 weeks for Tributaries 5 and 6, 8 weeks for the McMurdo Gulch main stem, and 8 weeks for revegetation (seeding/mulching and potted plant installation) of entire project.
- Muller will prepare construction observation reports as requested for site visits.
- It is assumed that attendance of weekly progress meetings by a Project Engineer will be included and coincidental with the construction observation time and that separate site visits will not be required to attend the progress meetings.
- Cultural resource services and coordination with the USACOE if the contractor disturbs areas outside of the limits of construction shown on the plans are not included with this scope and fee.
- The effort to prepare a separate set of bid documents for the Civilian Conservation Corp structure rehabilitation, including additional plans sheets, details, TESC report, cost estimates, bid tabulation, and specifications is not included in this scope of work. A separation amendment will need to be executed to cover the costs of this effort upon award of the State Historic Fund Grant.

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C. FEE

We estimate the fee associated with this scope of work will not exceed \$358,878. Below is a breakdown of the fee:

Supplemental Design:	\$94,875
Bid Services:	\$4,706
Basic Services	\$17,409
Construction Services:	\$100,192
Post Construction Services:	\$5,763
Letter of Map Revision (LOMR):	\$51,092
Special Services:	\$84,841
Total Fee:	\$358,878

A Project Fee Estimate Sheet is included in Appendix A which provides a breakdown of our anticipated staff time by task and a schedule of our 2024 hourly rates. Subconsultant scope and fee documents are included in Appendix B.

D. SCHEDULE

Construction engineering services will begin in January 2024. Construction is anticipated to start in early January 2024 and be finished July 2024. We anticipate post construction services including the FEMA LOMR comment resolution will be completed by March 2025.

Appendix A

Detailed Fee Estimate

Previously Executed





MULLER ENGINEERING COMPANY  
PROJECT FEE ESTIMATE

CLIENT:  
Town of Castle Rock  
PROJECT:  
McMurdo Priority 3 Supplemental Design and Construction Services

PROPOSAL NO.: 7030.31  
PREPARED BY: JAY  
CHECKED BY: JPI  
DATE: 12/15/2023  
PROPOSED TOTAL FEE: \$ 358,878

		LABOR (HOURS)							EXPENSES					TOTALS				
TASK NO.	ITEM DESCRIPTION	JP1	JAY	APD	MMJ	AIS	PBS	AUG	OUTSIDE SERVICES	TRAVEL	REPRODUCTION	EQUIPMENT	DELIVERY	MISCELLANEOUS	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		Senior Project Manager 3	Project Manager 7L	Construction Manager 5	Project Engineer 4	Design Engineer 2	Technician/CAD Operator 4	Administrative Support										
	2024 Billing Rates	\$252	\$217	\$186	\$161	\$132	\$128	\$97										
110	SUPPLEMENTAL DESIGN																	
	Additional Alternatives Analysis including conceptual layout of alternative channel improvements and cost estimates to meet the Town's overall design and construction budget.	12	12		62										86	\$ 15,610		\$ 15,610
	Additional channel design for approximately 1,000 LF of channel on the McMurdo Mainstem upstream of Reach 2, which is beyond what was anticipated in the original design scope. This includes additional channel layout, grading, floodplain hydraulics, rock sizing, sheet work, and cost estimation.	20	55		140	60	55								330	\$ 54,475		\$ 54,475
	Preparation of bid alternate and/or a phased plan set including separating quantities and the bid tab into alternatives or phases, preparation of a revised cost estimate to reflect bid alternatives or separate phases, revising the plan set to identify which improvements will be part of the alternate bid or supplemental project phase, coordination with the project team to determine what improvements are included in the base bid and what improvements should be considered as alternate or phased.	8	24		32	40	32								136	\$ 21,752		\$ 21,752
	Additional CCC Structure SHF Grant meetings and coordination with the project team and the state historic office.		14												14	\$ 3,038		\$ 3,038
	SUBTOTAL														566	\$ 94,875		\$ 94,875
120	BID SERVICES																	
	Attend pre-bid meeting and prepare meeting minutes.		4		4					\$ 100					8	\$ 1,512	\$ 100	\$ 1,612
	Assist the TOCR to answer questions and assist with plan revisions for the Bid Addenda.	2	6		8										16	\$ 3,094		\$ 3,094
	SUBTOTAL														24	\$ 4,606	\$ 100	\$ 4,706
130	BASIC CONSTRUCTION SERVICES																	
	Prepare copies of construction plans and specifications for project team (openers, contractor, consultants). Send contractor project information including CAD files.				2	2	4	1		\$ 100					9	\$ 1,195	\$ 100	\$ 1,295
	General phone and e-mail coordination with clients, subconsultants, and contractor.	4	24		24										32	\$ 10,080		\$ 10,080
	Project Management including preparation of sub-consultant agreements and monthly invoice (14 months, construction services through LOMR preparation).	10			24										34	\$ 6,034		\$ 6,034
	SUBTOTAL														65	\$ 17,409	\$ 100	\$ 17,409
140	CONSTRUCTION/ENGINEERING SERVICES																	
	Attend pre-construction meeting and prepare meeting agenda and minutes.		3		5					\$ 100					8	\$ 1,456	\$ 100	\$ 1,556
	SUBMITTALS: Review applicable product submittals including VFR materials, boulders, concrete/asphalt mixes, cor mals, coconut blanket, and seed mixes.		2	6	20										28	\$ 4,770		\$ 4,770
	WEEKLY PROGRESS MEETINGS: Attendance of weekly progress meetings assumes 8 meetings for PM (3 hours per meeting including travel time) and that the time for PE to attend progress meetings is included in the construction observation time.	24							\$ 1,500						24	\$ 5,208	\$ 1,500	\$ 6,708
	HEAVY CONSTRUCTION (TRIBUTARIES): Part time observation for eight weeks assumes 20 hours per week on average for a Professional Engineer including travel time, four site visits each for a Construction Manager and Project Manager at 4 hours per site visit including travel time. Up to 4 days of GPS survey unit rental throughout duration of the tributary construction to confirm wetland bench and rock grades.	16	16		160						\$ 1,000				192	\$ 32,208	\$ 3,000	\$ 35,208
	HEAVY CONSTRUCTION (MAIN STEM): Observation assumes two site visits per boulder cascade by a Professional Engineer to observe construction and boulder placement totaling 22 site visits at 4 hours per visit including travel time. Four site visits each by a Construction Manager and Project Manager at 4 hours per site visit including travel time. Up to 4 days of GPS survey unit rental throughout the duration of the main stem construction to confirm wetland bench and rock grades.	16	16		88				\$ 1,500		\$ 1,000				120	\$ 20,616	\$ 2,500	\$ 23,116
	RE VEGETATION (SEEDING AND POTTED PLANTS) (FIRST 4 WEEKS): Part time construction observation assumes two site visits per week by a Professional Engineer to assist the Town and ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes for a total of 16 site visits at 4 hours per site visit including travel time. Four site visits by a Project Manager at 4 hours per visit including travel time.	8			32				\$ 500						40	\$ 6,888	\$ 500	\$ 7,388
	RE VEGETATION (SEEDING AND POTTED PLANTS) (SECOND 4 WEEKS): Part time construction observation assumes two site visits per week by a Professional Engineer to assist the Town and ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes for a total of 16 site visits at 4 hours per site visit including travel time. Four site visits by a Project Manager at 4 hours per visit including travel time.	8			32				\$ 500						40	\$ 6,888	\$ 500	\$ 7,388
	Project Closeout. Attend 1 walk-through, prepare punch list, and closeout punch list inspection.		2	4	12				\$ 150						16	\$ 2,400	\$ 150	\$ 2,550
	Respond to RFPs and assist TOCR with change orders (assume 5).	2	12	4	24	16	10								68	\$ 11,108		\$ 11,108
	SUBTOTAL														536	\$ 91,942	\$ 8,250	\$ 100,192
150	POST CONSTRUCTION RECORD DRAWINGS																	
	Process post construction topographic survey.				2	4	8								14	\$ 1,674		\$ 1,674
	Prepare Record Drawings.	4					12	1		\$ 100					15	\$ 3,789	\$ 100	\$ 3,889
	SUBTOTAL														29	\$ 5,463	\$ 100	\$ 5,563
160	LETTER OF MAP REVISION																	
	Create post project HEC-RAS floodplain model by revising proposed model using as-built survey data.				20	36									62	\$ 9,274		\$ 9,274
	Create post project floodway model.				12	20									38	\$ 5,874		\$ 5,874
	Prepare water surface elevation comparison tables and agreement tables.				2	6									8	\$ 1,134		\$ 1,134
	Update Floodplain Work map to include the post project floodplains and as-built topography.	2			6	8	6								22	\$ 3,224		\$ 3,224
	Complete MT-2 forms.		2	4											6	\$ 850		\$ 850
	Prepare annotated FEMA FIRM, Floodway Data Tables, and Flood Profiles.	1			6	6	8								21	\$ 2,999		\$ 2,999
	Prepare LOMR Report Narrative documenting project scope, planning, and hydraulic analysis and assemble hydraulic computations and data.	1	4		8	12	2		\$ 100						27	\$ 4,248	\$ 100	\$ 4,348
	Prepare Draft Electronic Submittal and submit to Town of Castle Rock.	2			2										4	\$ 756		\$ 756
	Address Town of Castle Rock review comments.	4			8	8	4								24	\$ 3,724		\$ 3,724
	Submit LOMR Package to FEMA.	2			2	2		1							7	\$ 1,117		\$ 1,117
	FEMA review fee.														\$ 8,000		\$ 8,000	
	Address FEMA review comments.	1	8		16	32	8								65	\$ 9,812		\$ 9,812
	SUBTOTAL														284	\$ 42,992	\$ 8,100	\$ 51,092
170	SPECIAL SERVICES																	
	As-built Survey (TOPOGRAPHY) includes detailed topographic survey of approximately 73 cross sections within the 100 year regulated floodplain, certification by a PLS for the LOMR submittal, as-built survey points at rock structure crest and toes, and any other structure inverts.								\$ 15,030								\$ 15,030	\$ 15,030
	Easement Staking (COMPLETED) (TLO) includes preparation and field work to stake permanent and temporary easements through the project reach.								\$ 3,935								\$ 3,935	\$ 3,935
	Construction Observation Services (ERO) (FIRST HALF): Includes field visits to assess and sample topsoil, perform a raptor and nest bird survey, inspect seeding and mulching operations, planting operations, and to locate plants on site. Also includes as-needed time to respond to RFPs related to 404 permitting, cultural resources, or planning and vegetation.								\$ 19,300								\$ 19,300	\$ 19,300
	Construction Observation Services (ERO) (SECOND HALF): Includes field visits to assess and sample topsoil, perform a raptor and nest bird survey, inspect seeding and mulching operations, planting operations, and to locate plants on site. Also includes as-needed time to respond to RFPs related to 404 permitting, cultural resources, or planning and vegetation.								\$ 19,300								\$ 19,300	\$ 19,300
	Supplemental Permitting Services (ERO): Includes the effort to coordinate with the USACE and a request to obtain a non-jurisdictional designation for McMurdo Gulch.								\$ 3,000								\$ 3,000	\$ 3,000
	CCC SHF Grant Administration Contingency (ERO): Includes as-needed services to assist the Town with the SHF grant administration tasks like quality control of deliverables, progress reports, and financial reports. This is a contingency only to be used as directed by the Town.								\$ 5,000								\$ 5,000	\$ 5,000
	CCC SHF Grant Supplemental Services (COMPLETED) (ERO): This effort includes the preparation of a separate NWRA Permit for just the CCC-related channel improvements, additional meetings (Town Council, SHF, Town Historic Preservation Board), additional phone and e-mail coordination with the clients and project team.								\$ 19,276								\$ 19,276	\$ 19,276
	SUBTOTAL																\$ 84,841	\$ 84,841
	TOTAL HOURS	50	281	42	763	256	149	3							1,544			
	TOTAL LABOR	\$ 12,600	\$ 60,977	\$ 7,812	\$ 122,843	\$ 33,792	\$ 19,072	\$ 291									\$ 257,387	
	TOTAL EXPENSES								\$ 84,841	\$ 6,350	\$ 300	\$ 2,000	\$ -	\$ 8,000			\$ 101,491	
	TOTAL FEE																\$ 358,878	

Assumptions:  
1. It is assumed that the heavy construction duration will be 8 weeks for Tributaries 5 and 6, 8 weeks for the McMurdo Gulch main stem, and 8 weeks for revegetation (seeding/mulching and potted plant installation) of entire project.  
2. Muller will prepare construction observation reports as requested for the visits.  
3. Cultural resource services and coordination with the USACE. The one-acre ditches areas of the limits of construction shown on the plans are not included with this scope and fee.  
4. One round of FEMA Comment Resolution is assumed.  
5. The effort to prepare a separate set of bid documents for the Civilian Conservation Corps structure rehabilitation is not included in this scope of work. A separate amendment will be needed to be executed to cover the costs of this effort.

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## Appendix B

### Detailed Subconsultant Scope and Fee Estimates

- Topographic
- ERO Resources Corporation

#### McMurdo Easement Staking – Topographic, Co.:

##### SCOPE OF WORK:

- Project setup and client coordination.
- Stake permanent and temporary easements. (See Exhibit A)
- Prepare field sketches and pictures.
- Process field survey data.
- Prepare topographic design survey showing all physical features including trees with caliper, 1' contours, and spot elevations.
- Provide copies of site pictures, research data and field sketches.
- Provide final electronic files in AutoCAD 2020 format. Provide CAD files with model space layout only, at an annotative scale specified by the client.

TASKS	Hours	Rate	Cost
Project research and preparation for field surveys	2	130	\$260.00
Field surveys - staking Permanent and Temporary Easements	16	190	\$3,040.00
Process field data - prepare base drawing files	2	130	\$260.00
PLS Review	1	175	\$175.00
	Mileage/Materials		\$200.00
	<b>TOTAL</b>		<b>\$3,935.00</b>

##### Notes:

1. Horizontal control, vertical control and site survey control will be with RTK GPS methods. Vertical accuracy expected  $\pm 0.05'$ . Aerial mapping: Imagery GSD =  $\pm 3\text{cm}$ , LiDAR =  $\pm 225\text{ ppsm}$ . Survey control based on NAD83 / NAVD88 datum unless otherwise specified.
2. Boundary information based on record deed/plat information and found monuments. This is not a boundary survey.
3. No underground private utility locating is provided for. Utility locates will be provided by a third-party consultant marking only Tier 1 and Tier 2 utilities as discovered by an 811 Ticket. Nonmetallic pipelines without a tracer wire cannot be located. Topographic would need the utility owner to mark these lines. For engineering utility calls to 811 (such as in this case), it is rare for the utility owner to come out and mark their equipment, usually only maps, sketches and / or drawings are sent. Topographic will show unmarked utilities based on any information provided and mark them as Quality Level C or D. Topographic will locate manholes, inlets and other structures and will show the type, size and invert of the pipe if it is possible to see from looking in the manhole, inlet or structure, if accessible. Sometimes the lids are locked and / or seized shut. Topographic will not damage the utility if it does not readily open, the utility owner would need to come out and open the utility. For safety reasons, our crews are instructed not to enter any of the manholes or vaults.
4. Owner contact and coordination not included.
5. Research by Topographic does not take the place of a title report or title opinion. Easements and other encumbrances may not be shown unless a title report is supplied.

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**Exhibit A**



Previously Executed



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## McMurdo Gulch AB Survey – Topographic, Co.:

### SCOPE OF WORK:

- Project setup and client coordination.
- As-Built survey that includes the following: Thalweg profile survey through the entire project reach. Survey approximately 79 cross-sections including detail/shots to define the grade breaks, channel bottom, channel overbank, and channel thalweg, including points for water's edge. Survey crest and toe of boulder cascades and as-built storm sewer pipe outfall inverts. (See Exhibit A)
- Prepare field sketches and pictures.
- Process field survey data.
- Prepare as-built survey showing everything described in the field survey above.
- Provide copies of site pictures, research data and field sketches.
- Provide final electronic files in AutoCAD 2020 and marked-up pdf formats.

TASKS	Hours	Rate	Cost
Project research and preparation for field surveys	10	130	\$1,300.00
Field surveys - topographic as built survey	50	190	\$9,500.00
Field sketches and photos	5	95	\$475.00
Process field data - prepare base drawing files	3	130	\$390.00
Prepare topographic as built survey	24	110	\$2,640.00
PLS Review	3	175	\$525.00
	Mileage/Materials		\$200.00
	<b>TOTAL</b>		<b>\$15,030.00</b>

### Notes:

1. Horizontal control, vertical control and site survey control will be with RTK GPS methods. Vertical accuracy expected  $\pm 0.05'$ . Aerial mapping: Imagery GSD =  $\pm 3$ cm, LiDAR =  $\pm 225$  ppsm. Survey control based on NAD83 / NAVD88 datum unless otherwise specified.
2. This is not a boundary survey.
3. Owner contact and coordination not included.
4. Research by Topographic does not take the place of a title report or title opinion. Easements and other encumbrances may not be shown unless a title report is supplied.

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Exhibit A



Previously Executed

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**Scope of Work – ERO Resources Corporation:****Task 1. Topsoil Analysis**

Prior to construction, ERO will perform topsoil depth verification and collect up to eight soil samples in the project area to have them analyzed by a soil laboratory. The analysis will include a review of the pH, soil salts, texture, and nutrient levels as well an interpretation of the results to help inform if adding compost or other amendments to the soil will be necessary. During construction, up to 8 other soil samples from stockpiles will be collected to determine final amendment rates and recommendations of topsoil management in the project areas.

**Products**

- Topsoil analysis and recommendations prior to construction.
- Final amendment rates and topsoil management recommendations during construction prior to topsoil placement.

**Task 2. Raptor and Nesting Bird Survey**

An ERO wildlife biologist will conduct one bird survey prior to construction to identify any raptor or other nests within or near the project vicinity that may affect project construction. The Client will be immediately notified of the locations of nests. If a potential raptor nest is identified, ERO will work with the project team to determine any mitigation actions, such as removing the tree/nest, or putting in a nest deterrent. If any active nests are identified within or near the project area that could affect construction,

Previously Executed



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ERO will contact Colorado Parks and Wildlife (CPW) to discuss buffers and recommendations for construction.

#### Products

- Active nest locations mapped digitally on aerial photography.

#### Assumptions

- This includes one raptor and nesting bird survey. If additional surveys are necessary, a new scope of work will be prepared.

### Task 3. Construction Observation Services

During construction, ERO will provide the client with relevant responses to Requests for Information from the contractor related to the Corps permit and revegetation requirements. ERO also will assist the client with reviewing product submittals such as seed mixes and plant material. ERO will attend the preconstruction meeting to address permit and revegetation requirements prior to construction and attend up to six progress meetings during construction with the project team. Other recommended site visits include four observations prior to seeding and planting to evaluate soil preparation and final grades, two observations to document seeding and mulching, two observations to inspect plant materials, five observations to review planting locations and installation, and one meeting during final project inspection. The Client will be responsible for informing ERO of the construction schedule and when these construction milestones will occur. ERO will provide meeting notes as necessary following each site visit. ERO will also provide recommendations prior to and during construction on any amendments or modifications to the soil that may be necessary based on topsoil testing completed by the contractor during construction.

#### Products

- Responses to Request for Information delivered via email
- Attend one preconstruction meeting and up to 20 construction observation site visits/meetings.
- Attend one final inspection site walk
- Site meeting notes as necessary.
- Recommendations on topsoil placement and amendments.

#### Assumptions

- Additional site visits would be billed on a time-and-materials basis after receiving approval from the Client.

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## Task 4. Supplemental Permitting Services: JD Request and Corps Coordination

ERO will complete an assessment and evaluate if the wetlands along McMurdo Gulch in the project area are jurisdictional under the new Sackett ruling and definition of Waters of the U.S. ERO will prepare a Jurisdictional Determination Request that will be submitted as a draft to the Client for review and comment. After review and approval from the Client, ERO will submit a request for an approved jurisdictional determination to the Corps.

### Products

- Draft and final Jurisdictional Determination Request delivered to the client via email, one hard copy mailed to the Corps.

## Task 5. CCC SHF Grant Administration Contingency

If awarded a \$250,000 construction grant from the State Historical Fund (SHF) to rehabilitate the drop structures at 5DA3750 built by the Civilian Conservation Corps (CCC), the Town will be responsible for administering the grant. However, because ERO has experience participating in SHF grants, ERO will provide quality assurance and quality control of deliverables, progress reports, and financial reports prepared by the Town's Grant Administrator. These contingency funds would be applied if grant management complexity exceeds the funds requested in the grant and will only be used after Client approval.

### Assumptions

- The Town is responsible for submitting all SHF deliverables, progress reports, and financial reports to SHF.

### Estimated Costs

The above Task 1 through 5 will be completed on a time-and-materials basis for a cost not to exceed \$65,876.00, including expenses billed at cost plus 8% (see attached spreadsheet).

Task 1.	Topsoil Analysis	\$6,500.00
Task 2.	Raptor and Nest Bird Survey	\$2,500.00
Task 3.	Construction Observation Services	\$29,600.00
Task 4.	Supplemental Permitting Services	\$3,000.00
Task 5.	CCC SHF Grant Administration Contingency	\$5,000.00

Tasks 6 and 7 were previously completed tasks that were not included in the original scope and totaled \$19,276.00.

Task 6.	CCC Drop PCN	\$2,500.00
Task 7.	Supplemental CCC SHF Grant Application Services	\$16,776.00
<b>Total</b>		<b>\$65,876.00</b>



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**EXHIBIT 2**

**CONSULTANT'S CERTIFICATE OF INSURANCE**

Previously Executed

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/20/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>P.O. Box 7050</b> <b>Englewood, CO 80155</b> <b>800 873-8500</b>	<b>CONTACT NAME:</b> Brenda K. Star <b>PHONE (A/C, No, Ext):</b> 800 873-8500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kathy.star@usi.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co of America <b>NAIC #</b> 25666 <b>INSURER B:</b> Travelers Property Cas. Co. of America <b>25674</b> <b>INSURER C:</b> XL Specialty Insurance Company <b>37885</b> <b>INSURER D:</b> Phoenix Insurance Company <b>25623</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Muller Engineering Company, Inc.</b> <b>7245 W Alaska Drive, Suite 300</b> <b>Lakewood, CO 80226-3118</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSR	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802P924447	03/11/2023	03/11/2024	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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA4R037733	03/11/2023	03/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP02P928502	03/11/2023	03/11/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	UB0S190606	03/11/2023	03/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional Liab</b> <b>Incl Pollution</b> <b>Claims Made</b>	X	X	DPR5010295	03/11/2023	03/11/2024	\$4,000,000 per claim \$6,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Castle Rock  
 100 N. Wilcox Street  
 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



## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability and Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: McMurdo Gulch Priority 3 Supplemental Design and Construction Services.  
Additional Insured Includes: Town of Castle Rock, its officers and employees.

Previously Executed

CON-2023-0950

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

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, **MULLER ENGINEERING COMPANY, 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**

CON-2023-0950



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:

MULLER ENGINEERING COMPANY, INC.

By:

Name

A. Gray Clark

STATE OF COLORADO

)

) ss.

COUNTY OF

Jefferson

)

The foregoing instrument as acknowledged before me this 19<sup>th</sup> day of December, 2023 by Gray Clark as President of the above-mentioned Independent Contractor.

Witness my official hand and seal.

My commission expires: 03-09-2026

Lindsey Hoffman  
Notary Public

Lindsey C Hoffman  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20224009598  
MY COMMISSION EXPIRES 03-09-2026



## EXHIBIT B

### SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

#### A. SCOPE OF WORK

This scope of work involves preparation of separate bid documents for the CCC structures rehabilitation, supplemental easement, permitting, and grant services, and reductions in construction engineering services. The following sections, combined with the attached fee estimate, outline a detailed scope of work.

##### 1. CCC STRUCTURE SEPARATE BID DOCUMENTS

Muller will complete the following tasks to prepare separate bid documents for the CCC Structure Rehabilitation project:

- Project management and coordination.
- Preparation of additional plan sheets to create a separate construction plan set.
- Preparation of separate TESC Report.
- Preparation of structural plan sheets, quantities, specifications, and Engineer's Opinion of Probable Construction Costs.

##### 2. SUPPLEMENTAL EASEMENT, PERMITTING, AND GRANT SERVICES

Muller will provide the following supplemental services:

- Supplemental easement coordination, meetings, and negotiation exhibit preparation.
- Supplemental 404 Individual Permit deed restriction coordination, meetings, and exhibit preparation.
- Supplemental 404 Individual Permit wetland mitigation coordination, meetings, and preparation of mitigation area delineation alternatives.
- Supplemental state historic fund grant application coordination, revisions, and second submittal to the state.
- Supplemental CLOMR services include a force account item for time to resolve a third round of FEMA review comments.

##### 3. SCOPE REDUCTION FOR CONSTRUCTION ENGINEERING SERVICES

The scope of the following construction engineering services will be reduced as follows:

- SUBMITTALS: The scope for the review of product submittals will be reduced by 16 hours or \$2,846.
- HEAVY CONSTRUCTION (TRIBUTARIES): The scope for construction observation on the tributaries will be reduced by 92 hours or \$16,776. Construction observation time will be limited to 12 hours per week on average for a Professional Engineer including travel time with only 4 hours of consultation time from a construction manager and no time from a project manager.
- HEAVY CONSTRUCTION (MAIN STEM): The scope for construction observation on the main stem of McMurdo Gulch will be reduced by 72 hours or \$13,316. Construction observation will be limited to one site visit, on average, per boulder cascade by a Professional Engineer to observe construction and boulder placement totaling 11 site visits at 4 hours per visit including travel time. Construction Manager time will be limited to only 4 hours of consultation time, and there will be no observation time for the Project Manager.
- REVEGETATION (SEEDING AND POTTED PLANTS) (FIRST 4 WEEKS): The scope for construction observation for revegetation during the first four weeks will be reduced by 16 hours or \$3,120. The reduced scope assumes one site visit per week by a Professional Engineer to assist the Town and ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes.

CON-2024-0184



- for a total of 4 visits at 6 hours per site visit including travel time. There will be no site visits by a project manager.
- RE-VEGETATION (SEEDING AND POTTED PLANTS) (Second 4 WEEKS): The scope for construction observation for revegetation during the first four weeks will be reduced by 16 hours or \$3,120. The reduced scope assumes one site visit per week by a Professional Engineer to assist the Town and ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes for a total of 4 visits at 6 hours per site visit including travel time. There will be no site visits by a project manager.
  - Respond to RFI's and assist TOCR with change orders will be reduced by 10 hours or \$1,906.
  - Construction Observation Services (ERO) (FIRST HALF): ERO's construction observation time will be reduced by \$5,000.
  - Construction Observation Services (ERO) (SECOND HALF): ERO's construction observation time will be reduced by \$5,000.

**B. EXCLUSIONS AND ASSUMPTIONS**

The following is a list of exclusions and assumptions.

- It is assumed that the construction engineering services tasks that have reduced scopes will be limited to the remaining hours and fee and therefore will not be able to meet the efforts described in the original scope and fee. If additional time for these tasks is required above what has been provided in the reduced scope, they will be billed on a time and materials basis as approved by the Town.

**C. FEE**

We estimate the fee associated with this scope of work will not exceed **\$24,386**. Below is a breakdown of the fee:

CCC Structure Separate Bid Documents:	\$40,134
Supplemental Easement, Permitting, and Grant Services:	\$35,336
Scope Reduction of Construction Engineering Services:	<u>(\$51,084)</u>
<b>Total Fee:</b>	<b>\$24,386</b>

A Project Fee Estimate is included in Appendix A which provides a breakdown of our anticipated staff time by task and a schedule of our 2024 hourly rates.

**D. SCHEDULE**

Preparation of the CCC Structure Rehabilitation separate bid documents and supplemental easement, permitting, and grant services is anticipated to begin in March 2024. It is anticipated that construction engineering services will begin in August 2024. Construction is anticipated to start in September 2024 and be finished in May 2025. We anticipate post construction services including record drawings and the FEMA Letter of Map Revision will be completed by December 2025.



PHASE NO.	ITEM DESCRIPTION	2024 Billing Rate	LABOR (HOURS)								EXPENSES				TOTALS				
			Yager	Duggan	Lopez	Kleinman	Sera	Binkley	Oz	Nelson	OUTSIDE SERVICES	REPRODUCTION	TRAVEL	LOADING	MISCELLANEOUS	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
			Project Manager 7L	Construction Manager	Project Engineer 5L	Technician/CADD Operator 2	Project Manager 7H	Project Manager 8H	Design Engineer 3	Technician/CADD Operator 3									
100	COC Structures Separate Bid Documents Project Management and Coordination COC Structure Rehabilitation Separates Plan Set Sheets including Title Sheet, General Notes, Site Tab, Project Special Conditions, COC Structure TESC Report & Preparation of Separate COC Structure TESC Plans COC Structure Rehabilitation Structural Construction Documents General Structural Notes General Structural Plan Sheet Elevation Sheet #3 General Structural Details Sheet Structural Specifications Structural Quantities & Costs for EOPOC	\$217	\$186	\$179	\$106	\$228	\$206	\$146	\$118						16	\$ 3,664		\$ 3,664	
			4	4		2	8								22	\$ 3,802		\$ 3,802	
			8	12	4										7	\$ 1,332		\$ 1,332	
			2	4			1								18	\$ 2,268		\$ 2,268	
			1	2			1	2	15						37	\$ 5,207		\$ 5,207	
			1				12	30	80						104	\$ 14,332		\$ 14,332	
			1	2			4	10	29						37	\$ 5,207		\$ 5,207	
						2	6								8	\$ 1,692		\$ 1,692	
							3	6							9	\$ 1,164		\$ 1,164	
								3	6						9	\$ 1,164		\$ 1,164	
															269	\$ 40,134		\$ 40,134	
110	Supplemental Assessment, Permitting, and Grant Services Supplemental assessment coordination, meetings, and negotiation exhibit preparation, Supplemental 43F Individual Permit deed restriction coordination, meetings, and exhibit preparation. Supplemental 43H Individual Permit wetland mitigation coordination, meetings, and preparation of mitigation area delineation alternatives, Supplemental state historic fund grant application coordination, revisions, and second submit to the state, Supplemental CLOMR services including a third round of FEMA review comment resolution (Force Account),			24	24										64	\$ 10,168		\$ 10,168	
				12											28	\$ 5,548		\$ 5,548	
				24	16										52	\$ 8,452		\$ 8,452	
				16											32	\$ 6,240		\$ 6,240	
				8	16	4									28	\$ 4,928		\$ 4,928	
			68	32	44	4	2	2	2						204	\$ 35,336		\$ 35,336	
120	Scope Reduction for Construction Engineering Services SUBMITTALS: The scope for the review of product submittals will be reduced by 16 hours or \$2,846.			-6	-10										-16	\$ (2,846)		\$ (2,846)	
	HEAVY CONSTRUCTION (TRIBUTARIES): The scope for construction observation on the tributaries will be reduced by 92 hours or \$16,776. Construction observation time will be limited to 12 hours per week on average for a Professional Engineer including travel time with only 4 hours of consultation time from a construction manager, and no time from a project manager.		-16	-12	-64										-82	\$ (16,776)		\$ (16,776)	
	HEAVY CONSTRUCTION (MAIN STEM): The scope for construction observation on the main stem of McMurdo Gulch will be reduced by 72 hours or \$13,316. Construction observation will be limited to one site visit, on average, per boulder cascade by a Professional Engineer to observe construction and boulder placement totaling 13 site visits at 4 hours per visit including travel time. Construction Manager time will be limited to only 4 hours of consultation time, and there will be no observation time for the Project Manager.			-12	-64										-72	\$ (13,316)		\$ (13,316)	
	Reduction in observation time for first four weeks: The scope for construction observation for revegetation during the first four weeks will be reduced by 16 hours or \$3,120. The reduced scope assumes one site visit per week by a Professional Engineer to assist the Town and ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes for a total of 4 visits at 4 hours per site visit including travel time. There will be no site visits by a project manager.		-6	-6											-16	\$ (3,120)		\$ (3,120)	
	Reduction in observation time for first four weeks: The scope for construction observation for revegetation during the first four weeks will be reduced by 16 hours or \$3,120. The reduced scope assumes one site visit per week by a Professional Engineer to assist the Town and ERO with the coordination and installation of potted plants, wetland plugs, and willow stakes for a total of 4 visits at 6 hours per site visit including travel time. There will be no site visits by a project manager.		-6	-6											-16	\$ (3,120)		\$ (3,120)	
	Reduction in RV's and assist TOC with change orders will be reduced by 10 hours or \$1,809.		-4	-6											-10	\$ (1,809)		\$ (1,809)	
	Construction Observation Services (ERO) (FIRST HALF): ERO's construction observation time will be reduced by \$5,000.									\$ (5,000)								\$ (5,000)	
	Construction Observation Services (ERO) (SECOND HALF): ERO's construction observation time will be reduced by \$5,000.									\$ (5,000)								\$ (5,000)	
										\$ (10,000)					-22	\$ (41,084)	\$ (10,000)	\$ (51,084)	
	TOTAL HOURS TOTAL EXPENSES		31	-30	+140	-23	48	4	39	61	121				251	\$ 34,386	\$ (10,000)	\$ 24,386	
			\$ 6,727	\$ (5,500)	\$ (3,979)	\$ 5,068	\$ 912	\$ 8,934	\$ 8,906	\$ 14,278		\$ (10,000)	\$ .	\$ .	\$ .	\$ .	\$ (10,000)	\$ 24,386	





CON-2024-0184



DESCRIPTIONS (Continued from Page 1)
<p>The General Liability, Automobile Liability and Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.</p> <p>Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.</p> <p>RE: McMurdo Gulch Stream Reclamation Project Priority No. 3 - Supplemental Design, Bid, Construction and Post Construction Services.</p> <p>Additional Insured includes: Town of Castle Rock, its officers and employees.</p>

## **EXHIBIT B-2**

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

#### **A. SCOPE OF WORK**

This scope of work involves coordination, meetings, and exhibit preparation for permanent and temporary easements and the wetland mitigation area deed restriction required for this project. This scope also includes project administration time for preparation of invoices and general project coordination due to project delays during the bidding process and negotiation process of the easements and USACOE wetland mitigation deed restriction process. The following sections, combined with the attached fee estimate, outline a detailed scope of work.

##### **1. SUPPLEMENTAL PROJECT ADMINISTRATION**

Supplemental project administration including 13 Monday update meetings, monthly phone and e-mail client coordination, and monthly project invoicing.

##### **2. SUPPLEMENTAL EASEMENT SERVICES**

Supplemental easement services including 14 virtual meetings, phone and e-mail coordination with the Town of Castle Rock and Western States, multiple iterations of easement exhibit preparation including overall project easement exhibits and individual lot easement exhibits to clearly show easements required on three different property owners and four different parcels, existing and proposed floodplain boundaries overlaid onto separate easement exhibits.

##### **3. SUPPLEMENTAL DEED RESTRICTION SERVICES**

Supplemental deed restriction services including 10 virtual meetings, coordination with ERO on deed restriction requirements, and legal boundary descriptions prepared by Topographic Land Consultants and boundary exhibits prepared by Muller Engineering.

##### **4. SUPPLEMENTAL BID AND CONSTRUCTION SERVICES**

Supplemental Bid and Construction Services: Coordination with Town and Contractor on staging and access alternatives including attending one site visit and two virtual meetings, reviewing and providing feedback on changes to the upper access location, and file sharing with the contractor including finding and referencing additional easement linework to assist with the contractor field staking the upper access road.

#### **B. EXCLUSIONS AND ASSUMPTIONS**

It is assumed that easement and deed restriction services are complete and that no further effort will be required, so this scope does not include hours for additional future easement and deed restriction services.

#### **C. FEE**

We estimate the fee associated with this scope of work will not exceed \$74,831. Below is a breakdown of the fee:

- Supplemental Project Administration: \$15,582
- Supplemental Easement Services: \$21,495
- Supplemental Deed Restriction Services: \$27,534
- Supplemental Bid and Construction Services: \$10,220
- Total Fee: \$74,831

A Project Fee Estimate is included in Appendix A which provides a breakdown of our anticipated staff time by task and a schedule of our hourly rates.

Appendix A: Detailed Fee Estimate – shown on following page:

PROPOSAL NO.: 921.69	PROJECT NO.: 07-012.33
PREPARED BY: JAY	DATE: 8/6/2025
CHECKED BY: JPI	PROPOSED TOTAL FEE: \$ 459,173

Assumptions:

- 1. It is assumed that the heavy construction duration will be 8 weeks for Tributaries 5 and 6, 8 weeks for the McMurdo Gulch main stem, and 8 weeks for revegetation (seedling/seedling and potted plant installations) of entire project.
- 2. Muller will prepare construction-obervation reports as requested for site visits.
- 3. Cultural resource services and coordination with the USACE if the contractor disturbs areas outside of the limits of construction shown on the plans are not included with this scope and fee.
- 4. One round of FEMA Channel Resilience is assumed.
- 5. The effort to prepare a separate set of bid documents for the Galian Conservation Corp structure rehabilitation is not included in this scope of work. A separation amendment will need to be executed to cover the costs of this effort.

**EXHIBIT C-2**

**CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/17/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>4600 S. Ulster Street, Suite 1200</b> <b>Denver, CO 80237</b> <b>800 873-8500</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 800 873-8500</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: den.certificate@usi.com</b>																					
<b>INSURED</b> <b>Muller Engineering Company, Inc.</b> <b>7245 W Alaska Drive, Suite 300</b> <b>Lakewood, CO 80226-3118</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Travelers Indemnity Company</td><td>25658</td></tr> <tr> <td colspan="2">INSURER B : Travelers Property Cas. Co. of America</td><td>25674</td></tr> <tr> <td colspan="2">INSURER C : Travelers Indemnity Co of America</td><td>25666</td></tr> <tr> <td colspan="2">INSURER D : XL Specialty Insurance Company</td><td>37885</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Indemnity Company		25658	INSURER B : Travelers Property Cas. Co. of America		25674	INSURER C : Travelers Indemnity Co of America		25666	INSURER D : XL Specialty Insurance Company		37885	INSURER E :			INSURER F :		
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802P924447	03/11/2025	03/11/2026	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA4R037733	03/11/2025	03/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP02P928502	03/11/2025	03/11/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB0S190606	03/11/2025	03/11/2026	<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
D	Professional Liab Incl Pollution Claims Made		X	DPR5041107	03/11/2025	03/11/2026	\$4,000,000 per claim \$6,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Castle Rock  
 100 N. Wilcox Street  
 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



## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability and Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: McMurdo Gulch Stream Reclamation Project Priority No. 3 - Supplemental Design, Bid, Construction and Post Construction Services.

Additional Insured: Town of Castle Rock, its officers and employees