



**TOWN OF CASTLE ROCK
DESIGN CONSULTANT AGREEMENT
(Plum Creek Water Purification Facility Expansion Project)**

DATE: _____ April 18, 2023 _____.

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

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation, 9785 Maroon Circle, Suite 400, Centennial, Colorado 80112 (“Consultant”).

RECITALS:

- A. Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide professional design services as described in the attached ***Exhibit 1*** (“Services”).

Section 2. Payment. Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the fee schedule set forth in ***Exhibit 1***. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed **\$2,388,880**, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services on execution of this Agreement and complete the Services by **July 30, 2024**. Consultant shall devote adequate resources for timely completion of the Services. 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. Consultant shall re-perform any Services not meeting this standard without additional compensation as their sole remedy.

Town shall have the right to terminate this Agreement at any time with 30 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. Consultant shall turn over all work product produced up to the date of termination.

Section 4. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town’s only obligation in the event of termination

shall be payment of fees and expenses incurred up to and including the effective date of termination.

Section 5. Subconsultants. Consultant may utilize subconsultants to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of their services to the Town for approval.

Section 6. Assignment. This Agreement shall not be assigned by either party without the written consent of the other party.

Section 7. 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.

Section 8. Insurance. Consultant agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subconsultant of the Consultant to procure and maintain a policy with the insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers reasonably acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Commercial General Liability insurance with combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Business Automobile Liability Insurance with combined single limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation, Employers' Liability insurance and Professional Liability insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage caused by completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as ***Exhibit 2*** as evidence that policies providing the required coverage, conditions and limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be canceled or terminated until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

Section 9. 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 (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) 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.

Section 10. Indemnification. Consultant expressly agrees to indemnify the Town or any of its officers or employees from any and all claims, 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 work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

Section 11. Delays. Any delays in or failure of performance by any party of his or its 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.

Section 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. Entire Agreement. 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.

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

Section 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 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.

Section 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.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.



Section 18. 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 represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Consultant represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, 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.

Section 19. 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.

Section 20. Counterparts. 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.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Lena McClelland, Assistant Town Attorney

David L. Corliss, Town Manager

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____

Its: _____

Daniel L. Korman
Senior Vice President

EXHIBIT 1

SERVICES AND FEE SCHEDULE

Consultant's Responsibilities:

Consultant shall be responsible for the design and engineering of the Plum Creek Water Purification Facility Expansion Project (the "Project"). The Consultant shall consider the value of alternate materials, building systems and equipment, together with other considerations in the Bid Documents in developing a design for the Project that is consistent with the Town's schedule and budget for the Project.

The Town, with the Consultant's assistance, will select a qualified Contractor to assist in the pre-construction phase related but not limited to: cost, schedule, and value analysis and constructability issues. The Town will rely on the professional experience of the Consultant and Contractor to plan the Project within the Town's stated goals related to scope, quality, budget and schedule. Therefore the Consultant and Contractor must work proactively during the pre-construction phase to assist in achieving the Town's goals of the Project including but not limited to cost, schedule and quality.

The Consultant shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Consultant shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Consultant shall produce a design for the Project that complies with applicable laws, codes, regulations and other requirements imposed by governmental authorities having jurisdiction over the Project.

The Consultant shall assist the Town in connection with the Town's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Upon approval of the 30% Complete Design, the Town will add a Contractor to the team through a competitive RFQ/RFP selection process utilizing a Guaranteed Maximum Price Construction Management (GMPCM) delivery method.

Through the Contractor selection process, a detailed estimate of the Project cost will be required from the Contractor based on the 30% Complete Design.

Working with the Town, the Consultant and the Contractor will reconcile differences between the Town's budget and the Contractor's Project cost estimate based on the 30% Complete Design Documents. In the event that this reconciliation is not within the Town's budget, the Consultant and Contractor will work together to revise the Project design and bring the design within the Town's budget. The approved reconciled cost estimate will become the Initial Guaranteed Maximum Price (IGMP) for the Project.

If revisions to the 30% Complete Design are required to comply with the Town's budget for the Project at the conclusion of the 30% Complete Design phase, the Consultant shall make the necessary revisions to the 30% Complete Design Documents prior to commencing work on the 60% Design phase. These adjustments shall be considered additional services and the Consultant shall be compensated through an amendment to the Agreement. The Consultant shall not make these revisions without prior written approval of the Town.

Based on the 30% Complete Design documents, and on the Town's authorization of any adjustments in the Project requirements, the Consultant shall prepare 60% Design documents for Town's approval.

The 60% Design shall illustrate and describe the development of the approved 30% Complete Design documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of structures and systems to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, and such other elements as may be appropriate. The 60% Design shall outline specifications and quality levels for major materials and systems.

Cost estimates will be made by the Contractor (under separate agreement) from the 60% Design documents to determine that the Project does not exceed the Town's budget, including adequate contingency reserve. The Consultant shall cooperate with the Contractor as the Contractor prepares cost/systems studies periodically throughout the design and provide updates through ongoing variance reports. The drawings shall incorporate general narratives of the design intent to enable cost estimation of details which may not yet be fully incorporated into the drawings at the time of the estimates.

The 60% Design phase will not be complete until the Town approves, in writing, the 60% Design along with the Contractor's schedule and cost estimate. Work shall not commence with the next design phase until the current design phase is within the Town's budget. In the event Contractor's cost estimate for is not within the Town's budget, the Consultant and Contractor will work together to revise the Project design and bring the design within the Town's budget. These adjustments shall be considered additional services and the Consultant shall be compensated through an amendment to the Agreement. Modification of the drawings and specifications to keep the Project aligned with the Town's budget will be made by Consultant, if required, but not without prior approval of the Town.

Based on the Town's approval of the 60% Design, and on the Town's authorization of any adjustments in the Project requirements and the estimate for the cost of the Project, the Consultant shall prepare Construction Documents for Town approval and submittal for all appropriate permits. The Construction Documents shall illustrate and describe the further development of the approved 60% Design and shall consist of drawings and specifications.

The 90% Design documents shall be prepared in a manner that provides the Town with the documentation necessary for the Contractor to develop a detailed Final Guaranteed Maximum Price (FGMP) with the minimal number of allowances. The Consultant shall cooperate with the Contractor who shall provide a cost estimate at the 90% Design documents phase and provide input back to the Consultant for incorporation into the 90% Design documents prior to them being issued for permit.

While the 90% Design documents are being reviewed, Town shall require the Contractor to competitively bid each Work Package and prepare the Final Guaranteed Maximum Price

(FGMP) and detailed construction schedule for the Town's written approval. In the event that the FGMP is not within the Town's budget, the Consultant and the Contractor will work together to bring the Project within the Town's budget, schedule and quality expectations. These adjustments shall be considered additional services and the Consultant shall be compensated through an amendment to the Agreement. The Consultant shall not work on any adjustments without prior approval of the Town.

All modifications to the design documents, including drawings and specifications, issued after the 90% Design documents shall be "clouded" and tracked per revision for all changes, modifications and additions. This revised set of documents shall be referred to as the 100% Complete Construction Documents.

The Consultant shall have authority to act on behalf of the Town only to the extent provided in this Agreement. The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, nor shall the Consultant be responsible for the Contractor's failure to construct the Project in accordance with the requirements of the Construction Documents.

Once the Town has compensated the Consultant for all or a portion of the Services, the Town shall have title to all copyright and intellectual property materials and other property rights, in and to all phased and final designs, plans, and specifications, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, draft specifications, contract documents, studies, reports, notes and any other materials or work products, whether in electronic or hard copy format, created by the Consultant pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. Consultant will include in all agreements with Sub-consultants language incorporating the same provisions for intellectual property materials and other property rights. Consultant and its Sub-consultants shall be entitled to retain copies, copyright, and intellectual property rights of all Documents and other information generated or obtained in the course of providing Services for their business.

Any unilateral use of the Documents by the Town without the Consultant's involvement, for completing, using, maintaining, adding to or altering the Project or facilities shall be at the Town's sole risk and without liability to the Consultant and the Consultant's Sub-consultants; provided however, that if the Town's unilateral use occurs for completing, using or maintaining the Project as a result of the Consultant's breach of this Agreement, nothing in this paragraph shall be deemed to relieve the Consultant of liability for its own acts or omissions or breach of this Agreement.

Town's Responsibilities:

Unless otherwise provided for under this Agreement, the Town shall provide complete information in a timely manner regarding requirements for and limitations on the Project, including the design along with information which shall set forth the Town's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Consultant, the Town shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights.

The Town shall provide:

- A. All previously completed information describing the physical characteristics of the Project site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
- B. All legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Town's needs and interests.
- C. Unless otherwise stated in this Agreement, necessary approvals, site plan review, rezoning, easements and assessments, necessary permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

Town shall notify Consultant of any significant increase or decrease in the budget for the Project that may affect the Project's scope and quality.

The Town shall provide the Consultant access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Consultant access to the Work wherever it is in preparation or progress.

If Town becomes aware of any error, omission or failure to meet the requirements of the Construction Documents or any fault or defect in the Work, Town shall give prompt written notice to Consultant.

Detailed Scope of Work & Fee Schedule

We have prepared a complete and comprehensive fee for the project and are prepared to complete the project for the fee based on the scope defined below. The following sections are included herein:

- ▶ Summary of Work
- ▶ Scope of Services
- ▶ Fee Schedule

Summary Of Work

Castle Rock Water (CRW) is planning to expand the Plum Creek Water Purification Facility (PCWPF) to an ultimate production capacity of 12 million gallons per day (MGD). The following sections summarize the modifications to each process unit to reach the ultimate production capacity. The additions to process units assumes the design criteria will match the existing.

Raw Water Blending

Add a fire hydrant for water source to be used for tank cleaning. Evaluate sludge removal system(s) for cleaning raw water blending tank.

Aeration

One (1) additional aeration unit, with a rated capacity of 2850 GPM, will be designed to reach the ultimate capacity of 12 MGD.

Rapid Mix

A new rapid mix basin and new mixer/baffle system sized for 12 MGD will be constructed ahead of the flocculation basins. Per conversations with CRW, the existing rapid mix basin and mixer will be left in place as a back-up to provide redundancy to this system. The basin should contain isolation gates to direct flow to each pretreatment train. The new rapid mixer shall include instrumentation for raw water quality monitoring. It is assumed that a new rapid mix sample pump will be put into place, but that existing analyzers will continue to be used for this location.

Flocculation & Sedimentation

PCWPF currently has one flocculation and sedimentation train with three stage flocculation with horizontal paddle wheel flocculators and lamella plate settlers. The existing train is rated for a maximum flow rate of 6.4 MGD. For the future expansion, one additional flocculation and sedimentation train identical to the existing train is required, increasing the flocculation and sedimentation capacity to 12.8 MGD. This includes the addition of three flocculation mixers, plate settlers, sludge collection system with two collectors, and scum skimmers.

As part of the expansion, CRW has indicated that they desire the existing solids lift station to be integrated into SCADA. This scope includes providing a control narrative for the solids lift station.

Biological Filtration

The filters are currently sized for 6.4 MGD and will need to be duplicated for future expansion. In addition to the filters themselves, the chemical feed piping for the nutrients that are fed at the biofilters, an additional dry well containing the filter effluent piping, and additional individual filtered water turbidimeters. It is assumed that the wet well prior to the membrane feed pumps will be extended to assist in backwashing operations for both sets of filters.

In discussions with operations, the operations team would like to decrease the filter loading rate for the biologically active filtration. Our team will evaluate the feasibility of decreasing the biological filters loading rate by designing larger filters in the expansion. Once evaluated, if the team decides to include it with design, we will design larger filters for the new train.

Membrane Feed

Two additional membrane feed pumps will be required for the 12 MGD. One additional pre-membrane strainer is required. The new membrane feed wet well will be connected to the existing membrane feed wet well by creating several large-diameter (~20") openings in the connecting concrete wall.

Membrane Filters

A total of three additional membrane filter racks will be added. Each additional membrane filter rack will add 2 MGD to the total filtration capacity of the facility. The new racks will contain 78 membrane modules to match the existing system.

With the 12 MGD expansion, the membrane system will include a total of 7 membrane racks, 6 duty and 1 redundant. There are times during membrane operations that two racks may be offline simultaneously (ex. one rack is in CIP and one is in backwash). Adding an additional redundant membrane rack may decrease membrane system pressure. Adding an additional redundant rack will not impact the filter loading rate. Our team will evaluate the addition and complete the additional design.

Ozone

The ozone system at PCWPF doses ozone to two separate locations: pre-ozone in the Raw Water Metering Vault and the advanced oxidation process (AOP) in the Advanced Treatment Building. It is assumed that the same design dosages will be used for all expansion flows.

Liquid Oxygen (LOX) & Conditioning

The LOX system currently includes one (1) 3,000 gallon storage tanks and two (2) vaporizers, which is 16 days of storage at 6 MGD. For the expansion, one additional 3,000 gallon LOX tank and one additional vaporizer are required.

Generators & Chillers

The ozone generator system is capable of being expanded modularly to meet production goals of 12 MGD. Two additional generators and associated transformer for a total of five generators is required for 12 MGD. At these quantities of generators, there is a single redundant generator (N+1).

There are two (2) existing air-cooled chillers with cooling capacities of 15.8 Tons each. One additional rooftop chiller unit and connecting piping is required for the expansion.

Injection Skids

There are currently three (3) raw water ozone injection skids. One (1) additional raw water ozone injection skid and associated connecting piping will be designed with the expansion.

There are three (3) existing AOP ozone injection skids. At the AOP injection location, two additional injection skids will be designed with the expansion.

Loop Reactor

One additional pipe loop reactor and associated sample pumps, analyzers, and connecting piping will be designed to maintain the desired 30-second contact time.

Destruct Units

Two (2) existing ozone destruct units with a capacity of 1765 CFH each are currently installed. One additional ozone destruct unit will be designed with the expansion.

HVAC

Modify the HVAC operations to add an evacuation switch for the exhaust fans.

Granular Activated Carbon (GAC)

The existing GAC system at PCWPF consists of four dual-vessels skids for a total of eight (8) GAC vessels. Four dual-skidded vessels will be designed for the expansion. No modifications to the general backwash supply piping is included for the addition of GAC vessels, only the extension of the skid-specific backwash supply piping.

In addition to the new vessels, the existing vessel valve trees will be modified to have actuated valves.

The granular activated carbon (GAC) system currently does not have a redundant skid. As the GAC system has become a critical process unit with the PFAS health advisories, a redundant unit would allow for flexibility during media change outs. Our team will evaluate the feasibility of adding an additional rack in the expansion. Once evaluated, if the team decides to include it with design, we will include the additional rack in our design.

Ultraviolet Disinfection (UV)

No modifications will be made to the UV systems.

A backpressure valve in a vault will be designed between the UV effluent and the entry to the clearwell to provide backpressure for the UV units.

Clearwell

For any increment of expansion, no modifications are required to the clearwell. The minimum required chlorine concentration with a 5-log reduction in viruses is 1.2 mg/L.

High Service Pump Station (HSPS)

There are three (3) existing high service pumps in service. One (1) pump is 100 HP and the other two pumps are 200 HP. Two additional high service pumps will be designed with the expansion, one to replace the existing jockey pump and one to be added to the empty pump slot. Design shall include necessary piping modifications such as relocating the static mixer and LAS injection location.

Chemical Systems

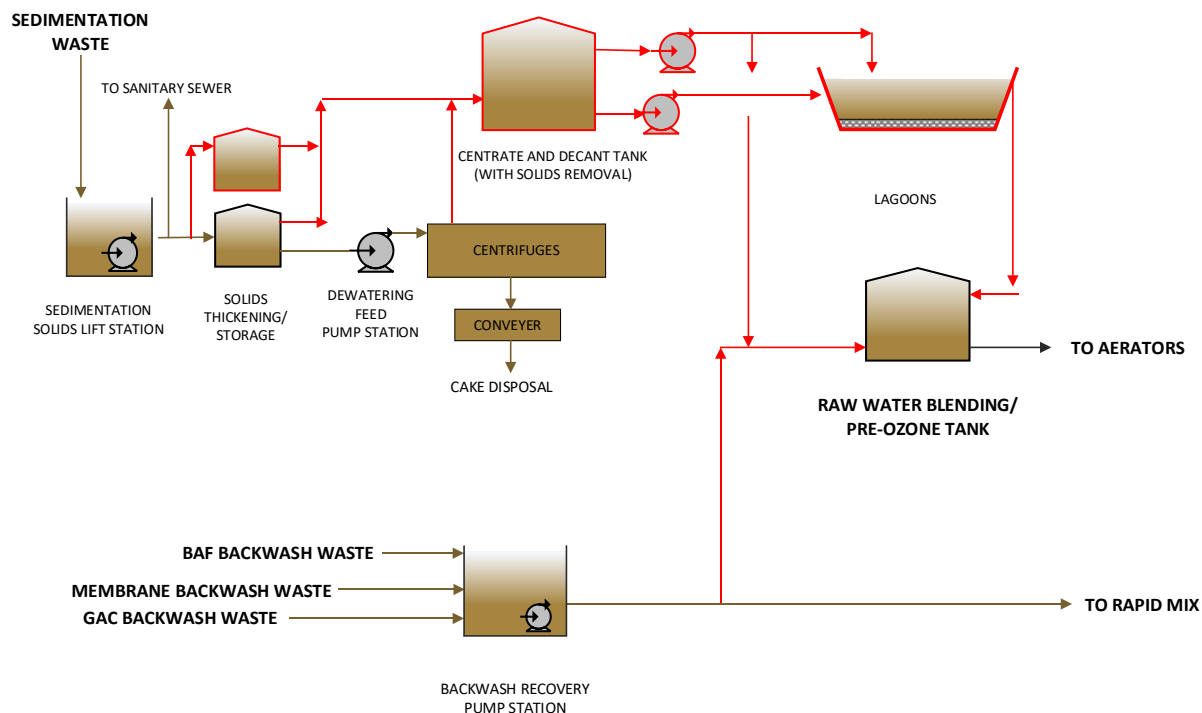
No modifications will be made to the existing chemical systems except where additional dosage points are required.

Recycle Pump

This scope of work includes providing a control narrative for programming modifications for the recycle pumps.

Solids System

The solids system design will be modified to follow the process flow diagram, below. The red lines indicate changes to the system.



Water will enter the solids tanks, per current operations. A second solids tank will be constructed to add additional storage. The decant water from the solids tanks and the centrifuge centrate will be sent to a new centrate and decant tank. The new tank will include solids removal to remove the settling solids. The settled solids will be pumped to new lagoons. The decant water can either be pumped to the lagoons or to the raw water blending tank. The lagoons will be designed for a decant to be sent to the raw water blending tank.

The backwash recovery pump station will have fewer water sources sent to it, increasing the water quality and detention time. The backwash recovery pump station discharge is currently sent to the rapid mix. The piping will be modified to allow for water to be sent to the rapid mix or to the raw water blending tank.

In addition to the change discussed above, the solids tank telescoping valves will be modified or replaced with floating decanters to allow for a larger decanting range. An additional solids feed pump, polymer skid, centrifuge, and associated piping will be designed.

The centrate analyzer pipe that is currently routed to the turbidity analyzer shall be re-routed to the upper level with a floor drain to allow operators to see the water quality being produced.

Add a new door from upper centrifuge area to solids loadout bay with platform. Currently, operators climb a ladder to access the conveyor as it drops into the solids trucks. CRW would like a platform for better access. The new door and platform may require re-routing of existing piping and conduits. Consultant shall analyze the wall strength to determine required modifications for the new opening.

In addition to the accessibility modifications, add stainless steel panels on wall to allow for spraying down of solids loadout bay. Replace current heating system in loadout bay with radiant tube heaters.

Add a temperature controlled, soundproof enclosure on the upper levels for an office. Operators typically spend most of their time on the upper level when operating the solids system. This addition would require an extension on the upper-level platform to house the office. The platform extension will require coordination with the third centrifuge monorail.

Operators currently use visual signals to determine modifications to solids system polymer dosing. The future centrifuge area is used to look into conveyor. Add a new viewport into the conveyor and auger areas with covers for closure.

Backwash Waste Basin

In discussions with operations, the operations team would like to expand the backwash waste basin. Our team will evaluate adding an additional backwash waste basin, either as an above-grade option for the membrane and GAC waste or a below-grade basin. Once evaluated, if the team decides to include it with design, we will design the new backwash waste basin.

Electrical Service

The existing PCWPF building currently has an emergency generator in place. This emergency generator will be replaced with a new generator, sized for the 12 MGD loads. The existing generator shall be relocated to CRW's O&M building.

The Advanced Treatment Building currently has an emergency generator in place. No modifications will be made to the Advanced Treatment Building generator.

Consultant shall evaluate and prepare memorandum on pros and cons (ex. costs, payback period, CORE requirements) associated with installation of photovoltaic (PV) system on rooftop areas suitable for installation of a PV system. Include services necessary to add PV system requirements to contract documents sufficient for Contractor bidding purposes. Expect PV system design details to be submitted by subcontractor who will furnish and install PV system.

Our team has assumed only the new expanded systems will be designed to the latest electrical codes.

Our team has assumed the existing SCADA system is completed upgraded with provisions to interconnect with expanded systems and not upgrades are required to the existing SCADA system.

Our team has assumed additional spare capacity if available where interfacing with existing PLC and/or power distribution systems.

Additional Front-End Planning

Our team has several value-engineering ideas that may save CRW money and improve plant operations. We believe additional time and meetings at the beginning of the project to determine the final project scope would be beneficial. For example, one item we would like to discuss is how we may repurpose the existing maintenance area, as discussed during our pre-bid walk.

General Improvements

Consultant shall include the following items in design:

- ▶ Provide additional parking area.
- ▶ Include a maintenance storage shed (location TBD). Approximate shed floor area will be 20'W x 40' L. Shed will have electrical service, heat, and a security system with cameras. An insulated metal shed building with concrete floor is anticipated.
- ▶ Design new laboratory area. Location for laboratory is planned for south western side of expanded raw water membrane feed pump area. A building addition is needed to square off overall building.
- ▶ Existing maintenance garage shall be converted to office space.
- ▶ Add sump pit in recycle basin with new pumps.
- ▶ Add canopy over ozone chillers.
- ▶ Evaluate and design new mechanical and electrical systems required for the expansion, including modifications to the existing system. Electrical design shall include security cameras, similar to the existing.

Design Scope Of Services

Task Series 100 – Project Management

Task 101 – Project Kickoff Meeting

Consultant shall coordinate and lead a Project Kickoff meeting at the facility. During the Project Kickoff meeting the collective project team shall identify the project goals, coordinate activities, discuss project requirements, establish a project schedule, identify key project issues/concerns, identify key personnel who are to provide input on the project, and get initial input on design items. Consultant shall prepare and distribute meeting minutes to attendees. The project kickoff meeting shall be attended by the project manager and process engineer.

Task 102 – Project Work Plan and Schedule

Consultant shall prepare a project work plan which includes roles and responsibilities of the design team, project design standards, key deliverables and a project schedule. The project schedule shall include each task with subtasks, milestones, critical path designation and a schedule for key progress meetings. Also note at a preliminary level, the construction durations for the work packages.

Task 103 – Monthly Progress Meetings

Consultant shall host monthly in-person meetings throughout the project duration to keep Owner informed regarding progress and to receive input. Consultant shall prepare and distribute an agenda prior to the meeting. Consultant shall prepare and distribute meeting minutes to attendees. This task assumes thirteen months of progress meetings attended by the project manager and process engineer. This task assumes half of the progress meetings shall be attended by a discipline engineer in addition to project manager and process engineer.

In addition to monthly progress meetings, this task includes 6 additional technical meetings with agendas and meeting minutes. This task assumes the technical meetings will be attended by the project manager and process engineer. This task assumes three of the progress meetings shall be attended by a subject matter specialist in addition to the project engineer and process engineer.

Task 104 – Weekly Status Updates

Consultant's Project Manager shall prepare a weekly status email for the CRW Project Manager and coordinate a follow-up phone call to discuss status and progress. This task assumes two hours per week for a thirteen-month duration.

Task 105 – Project Coordination

Project management for the design phase includes project coordination between the Town and the team members. The project manager will monitor project status, monitor project schedule, monitor project deliverables, and coordinate resources. This task includes internal meetings, as necessary. This task assumes 10 hours per month for project management and 2 hours per month for each discipline and the project manager for internal meetings.

Task 106 – Public Meetings

Consultant shall prepare exhibits for and attend three public meetings.

Task Series 200 – Site Investigation and 30% Design

Task 201 – Operator Questionnaire/Workshop

Consultant shall develop a questionnaire for the Owner's operational staff based on the proposed recommendations. The goal of the questionnaire is to gather data related to operator preferences and items relating to past operations history and maintenance issues at the existing facility that may be relevant to the expansion. Once the questionnaires are completed and returned, Consultant shall conduct a workshop with the Owner's operations staff to discuss the responses.

Task 202 – Geotechnical Investigation

Consultant shall subcontract with a licensed geotechnical firm to conduct soil borings and laboratory tests at key locations as needed to determine subsurface conditions. The geotechnical firm shall provide a geotechnical report with recommendations for the foundation and design of building expansions, new basins, tanks, and site paving.

Task 203 – Survey

Consultant shall subcontract with a licensed surveyor to conduct field surveys in sufficient detail to provide a topographic map suitable for detailed design. The survey shall show property boundaries necessary for the project, as well as the location of utilities and surface features that are likely to affect the project. The survey will not cover the area surveyed in the original PCWPF project or the Advanced Treatment Project; survey will be limited to the new areas.

Task 204 – 30% Design Documents

Plans and specifications shall be provided by Consultant at the 30% design level. The 30% Documents shall include the following:

- ▶ Specification Table of Contents
- ▶ Civil Drawings
- ▶ Architectural Drawings
- ▶ Structural Drawings
- ▶ Plumbing Drawings
- ▶ Mechanical Drawings
- ▶ Process Drawings
- ▶ Electrical Drawings
- ▶ Instrumentation and Controls Drawings

Our team will perform quality control for the plans, specifications, and cost opinion in accordance with Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects.

The Owner shall be given at least two weeks to review the plans and outline specifications prior to holding the 30% Design Review Meeting. PDF documents and five (5) paper copies of the plans (11x17) along with the specifications will be provided to the Owner for review. AutoCad and Word files of the 30% documents will be provided, if requested.

The design fee estimate is based on the scope items described above. Should any of the scope items change this will be considered supplemental services and require an amendment.

Task 205 – 30% Engineer’s Opinion of Probable Construction Cost

Based on the 30% design documents, Consultant shall prepare the engineer’s opinion of probable cost (EOPCC) for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The EOPCC will be based on recent bid tabulation and information, historical cost data, and discussions with local suppliers and contractors. The EOPCC will be shown in the current year’s dollars. Consideration should be made for increases in material and labor costs for the construction during subsequent years. The construction industry has experienced dramatic cost changes in materials in the past decade and materials costs continue to fluctuate.

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

Task 206 – 30% Design Review Meeting

After the Owner has had an opportunity to review the 30% design documents, Consultant shall conduct a 30% design review meeting. The purpose of this meeting is to provide the Owner and Consultant an opportunity to clarify Owner comments on the documents. Consultant shall provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and document comments will be incorporated into the 60% design documents as appropriate.

Task Series 300 – GMPCM Coordination

Task 301 – GMPCM Pre-bid and Questions

Consultant shall attend the pre-bid conference to assist CRW's staff in answering questions concerning the design of the project. Consultant shall also be available to answer questions and issue bid addendums throughout the bidding process.

Task 302 – GMPCM Coordination

Consultant shall coordinate with the selected CM/GC on value engineering, cost projections, design concept modifications, answer their questions, and attend meetings related to the CM/GC scope of work. Consultant shall assist with the contractor selection process by assisting with solicitation documents, evaluating qualifications, attending interviews, and supporting CRW in making a recommendation.

Task 303 – Value Engineering

Consultant shall create and coordinate value engineering ideas for scope described above with the selected GMPCM contractor.

Task 304 – GMPCM Subcontractor Bidding Assistance

Consultant shall assist in the subcontract bidding process, including attending a pre-bid meeting, creating an agenda, and participating in scope reviews with major subcontractor trades, for both work packages.

Task Series 400 – Work Package 1 (WP1)

Consultant shall coordinate with the selected GMPCM contractor to identify portions of the work that are candidates for Work Package 1 (WP1) and prioritize the design of these items accordingly. WP1 is assumed to include the long-lead equipment procurement. The balance of work will be included in Work Package 2.

Task 401 – WP1 60% Design Documents

Plans and specifications shall be provided by Consultant at the 60% design level. The 60% Documents shall include the following:

- ▶ Technical Specifications
- ▶ Drawings indicated in 30% review drawings brought to 60% completion
- ▶ Additional Detail drawings that are needed for final design

Our team will perform quality control for the plans, specifications, and cost opinion in accordance with Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects.

The Owner shall be given at least two weeks to review the plans and outline specifications prior to holding the 60% Design Review Meeting. PDF documents of the plans along with the specifications will be provided to the Owner for review.

Task 402 – WP1 60% Design Review Meeting

After the Owner has had an opportunity to review the 60% design documents, Consultant shall conduct a 60% design review meeting. The purpose of this meeting is to provide the Owner and Consultant an opportunity to clarify Owner comments on the documents. Consultant shall provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and comments will be incorporated into the 90% design documents as appropriate.

Task 403 – WP1 90% Design Documents

Plans and specifications shall be provided by Consultant at the 90% design level. The 90% Plans shall include the following:

- ▶ Refined Technical Specifications
- ▶ Drawings indicated in 60% review drawings brought to 90% completion
- ▶ Additional Detail drawings that are needed for final design

Our team will perform quality control for the plans, specifications, and cost opinion in accordance with Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects.

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

Task 404 – WP1 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Consultant shall conduct a 90% design review meeting. The purpose of this meeting is to provide the Owner and Consultant an opportunity to clarify Owner comments on the documents. Consultant shall provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and comments will be incorporated into the IFB design documents as appropriate.

Task 405 – WP1 Issued for Bid (100%) Design Documents

Consultant shall prepare and submit Issue for Bid plans and specifications for bidding purposes. The plans and specifications will incorporate final Owner comments prior to bidding.

Task Series 500 – Work Package 2 (WP2)

Task 501 – WP2 60% Design Documents

Plans and specifications shall be provided by Consultant at the 60% design level. The 60% Documents shall include the following:

- ▶ Technical Specifications
- ▶ Drawings indicated in 30% review drawings brought to 60% completion
- ▶ Additional Detail drawings that are needed for final design

Our team will perform quality control for the plans, specifications, and cost opinion in accordance with Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects.

The Owner shall be given at least two weeks to review the plans and outline specifications prior to holding the 60% Design Review Meeting. PDF documents of the plans along with the specifications will be provided to the Owner for review.

Task 502 – WP2 60% Design Review Meeting

After the Owner has had an opportunity to review the 60% design documents, Consultant shall conduct a 60% design review meeting. The purpose of this meeting is to provide the Owner and Consultant an opportunity to clarify Owner comments on the documents. Consultant shall provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and comments will be incorporated into the 90% design documents as appropriate.

Task 503 – WP2 90% Design Documents

Plans and specifications shall be provided by Consultant at the 90% design level. The 90% Plans shall include the following:

- ▶ Refined Technical Specifications
- ▶ Drawings indicated in 60% review drawings brought to 90% completion
- ▶ Additional Detail drawings that are needed for final design

Our team will perform quality control for the plans, specifications, and cost opinion in accordance with Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects.

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

Task 504 – WP2 90% Design Review Meeting

After the Owner has had an opportunity to review the 90% design documents, Consultant shall conduct a 90% design review meeting. The purpose of this meeting is to provide the Owner and Consultant an opportunity to clarify Owner comments on the documents. Consultant shall provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail and comments will be incorporated into the IFB design documents as appropriate.

Task 505 – WP2 Issued for Bid (100%) Design Documents

Consultant shall prepare and submit Issue for Bid plans and specifications for bidding purposes. The plans and specifications will incorporate final Owner comments prior to bidding.

Task Series 600 – Permitting

Task 601 – Permitting Coordination

Consultant shall coordinate with CPDHE, the building department, and the Town's GESC department for required permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the Owner for signature and submittal as required. Permit applications and necessary documents will be prepared and provided to the Owner for signature and submittal as required.

Task 602 – Permitting Submittal

Consultant shall prepare and submit the final plans and specifications to CDPHE, the building department, and the Town's GESC department for their review and comment. Comments will be addressed incorporated in the construction documents. The fee associated with this task assumes CRW will pay all applicable permitting agency fees.

Castle Rock Water
PCWPF Expansion
Work Breakdown Structure and Fee Schedule

Activity	Project Manager	GMPCM Coordinator	Process	Solids Subject Matter Specialist	PFAS Subject Matter Specialist	Civil	Mechanical	Electrical/I&C	Structural	Architecture	Constructability QC	Design QC	CAD	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Jason Schaefer Haley Morton	Jason Schaefer	Haley Morton Rachel Drain	Brian Knadle	Nathan Dunahee	Nick Tessitore Jordan Brothers	David Olsen	Vamsi Patwari Mark Hopkins	John Kienholz	Ryan Lang Shawn Dalglish	Dave Thompson	Tyler McGown	Brandon Mimiaga Amelia Benson	Hours	Cost	Direct	Cost	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost	
TASK SERIES 100 - Project Management																		
Task 101 - Project Kickoff Meeting	6		4											10	\$2,431	\$100		\$ 2,531
Task 102 - Project Work Plan and Schedule	8													8	\$1,996	\$80		\$ 2,076
Task 103 - Monthly Progress Meetings	76		38	4	2	2	2	4	2	2				132	\$32,529	\$1,300		\$ 33,829
Task 104 - Weekly Status Updates	112													112	\$27,944	\$1,120		\$ 29,064
Task 105 - Project Coordination	156		26			26	26	26	26	26				312	\$78,005	\$3,120		\$ 81,125
Task 106 - Public Meetings	24													24	\$5,988	\$240		\$ 6,228
Sub-Total Series 100	382	0	68	4	2	28	28	30	28	28	0	0	0	598	\$148,894	\$5,960	\$0	\$154,854
TASK SERIES 200 - Site Investigation and 30% Design																		
Task 201 - Operator Questionnaire/Workshop	4		8											12	\$2,866	\$110		\$ 2,976
Task 202 - Geotechnical Investigation	8								8					16	\$4,204	\$170	\$15,238	\$ 19,612
Task 203 - Survey	8					8								16	\$3,729	\$150	\$19,140	\$ 23,019
Task 204 - 30% Design Documents	220		420	40	40	140	80	180	350	100	12	12	500	2,094	\$465,080	\$18,600		\$ 483,680
Task 205 - 30% Engineer's Opinion of Probable Construction Cost	8		40											48	\$11,336	\$450		\$ 11,786
Task 206 - 30% Design Review Meeting	4		2											6	\$1,465	\$60		\$ 1,525
Sub-Total Series 200	252	0	470	40	40	148	80	180	358	100	12	12	500	2,192	\$488,680	\$19,540	\$34,378	\$542,597
TASK SERIES 300 - GMPCM Coordination																		
Task 301 - GMPCM Pre-Bid and Questions	4	8												12	\$3,230	\$130		\$ 3,360
Task 302 - GPMCM Coordination	20	40									8			68	\$18,302	\$730		\$ 19,032
Task 303 - Value Engineering	20	40	8			4	4	4	4	4	20			108	\$28,477	\$1,140		\$ 29,617
Task 304 - GMPCM Subcontractor Bidding Assistance	4	16												20	\$5,462	\$220		\$ 5,682
Sub-Total Series 300	48	104	8	0	0	4	4	4	4	4	28	0	0	208	\$55,471	\$2,220	\$0	\$57,691
TASK SERIES 400 -Work Package 1 (WP1)																		
Task 401 - WP1 60% Design Documents	60		150	40	40	80		120	120		12	12	150	784	\$178,314	\$7,130		\$ 185,444
Task 402 - WP1 60% Design Review Meeting	4		2											6	\$1,465	\$60		\$ 1,525
Task 403 - WP1 90% Design Documents	60		200	20	20	100		150	150		12	12	100	824	\$192,621	\$7,700		\$ 200,321
Task 404 - WP1 90% Design Review Meeting	4		2											6	\$1,465	\$60		\$ 1,525
Task 405 - WP1 Issued for Bid (100%) Design Documents	4		20			8			8			2		42	\$10,167	\$410		\$ 10,577
Sub-Total Series 400	132	0	374	60	60	188	0	270	278	0	24	26	250	1,662	\$384,032	\$15,360	\$0	\$399,392
TASK SERIES 500 - Work Package 2 (WP2)																		
Task 501 - WP2 60% Design Documents	140		520	40	40	170	120	330	450	150	12	12	500	2,484	\$563,683	\$22,550		\$ 586,233
Task 502 - WP2 60% Design Review Meeting	4		2											6	\$1,465	\$60		\$ 1,525
Task 503 - WP2 90% Design Documents	130		480			220	120	360	400	180	12	12	490	2,404	\$540,756	\$21,630		\$ 562,386
Task 504 - WP2 90% Design Review Meeting	4		2											6	\$1,465	\$60		\$ 1,525
Task 505 - WP2 Issued for Bid (100%) Design Documents	4		20			8	8	8	8	8		2		66	\$16,384	\$660		\$ 17,044
Sub-Total Series 500	282	0	1024	40	40	398	248	698	858	338	24	26	990	4,966	\$1,123,753	\$44,960	\$0	\$1,168,713
TASK SERIES 600 - Permitting																		
Task 601 - Permitting Coordination	50		40			12	4	12	12	12				142	\$34,899	\$1,400		\$ 36,299
Task 602 - Permitting Submittal	24		40			40	4	4	4	4				120	\$28,204	\$1,130		\$ 29,334
Sub-Total Series 600	74	0	80	0	0	52	8	16	16	16	0	0	0	262	\$63,104	\$2,530	\$0	\$65,634
Project Total	1170	104	2024	144	142	818	368	1198	1542	486	88	64	1740	9,888	\$2,263,932	\$90,570	\$34,378	\$2,388,880

EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2023

4/6/2023

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

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

COVERAGES * **CERTIFICATE NUMBER:** 19484356 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB2-641-432888-472	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-042	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-641-432888-012	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-02	12/1/2022	12/1/2023	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

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

RE: PCWPF EXPANSION PROJECT. TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM).

CERTIFICATE HOLDER**CANCELLATION**

19484356
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

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Daniel Korinek, an authorized representative of **BURNS & MCDONNELL ENGINEERING COMPANY, INC. ("Burns & McDonnell")**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

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

- With respect to the Agreement, **Burns & McDonnell** represents and warrants that it is its 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. **Burns & McDonnell** understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require that **Burns & McDonnell** work exclusively for the Town, except that **Burns & McDonnell** 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.
- **Burns & McDonnell** is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide **Burns & McDonnell** 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 issues checks payable to **Burns & McDonnell**, who is a party to the Agreement; and the Town does not combine their business operations in any way with **Burns & McDonnell's** business, but instead maintains such operations as separate and distinct.



- **Burns & McDonnell** 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.
- **BURNS & MCDONNELL UNDERSTANDS THAT NEITHER BURNS & MCDONNELL NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN.**
- **BURNS & MCDONNELL UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: David D. Karnick

Name

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument as acknowledged before me this 5 day of April,
2023 by Tristan Campbell as Notary Public of the above mentioned Consultant.

Witness my official hand and seal.

My commission expires:

T. Campbell

Notary Public

