

**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Parker Midsection Pipeline Project)**

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

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

**BURNS AND MCDONNELL ENGINEERING CO., INC.**, a Missouri corporation, 1700 Swift Street, Kansas City, MO 64116 (“Consultant”).

**RECITALS:**

- A. The Town issued a Request for Proposals from qualified Consultants with expertise in engineering services.
- B. Consultant timely submitted its proposal.
- C. The 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 perform all the services and provide all materials related to the Parker Midsection Pipeline Agreement, in accordance with the scope of services attached as ***Exhibit 1*** (“Services”).

**Section 2. Payment.** Consultant shall invoice the Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in ***Exhibit 2***. The Town shall be billed monthly. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$450,951 unless authorized in writing by the Town.

**Section 3. Completion.** Consultant shall commence the Services on May 19, 2021 and complete the Services by March 29, 2022. 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 not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Consultant's failure to perform construction work in accordance with the contract documents and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for acts or omissions of the Consultant or of any other persons or entities performing work on the Project.

The Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant. In addition, this Agreement shall terminate December 31, 2021 in the event funds to support payment under the Agreement are not appropriated for calendar year 2022. 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. Subcontractor.** Consultant may utilize subcontractors to assist with specialized works as necessary to complete the Services. Consultant will submit any proposed subcontractors and the description of their services to the Town for approval.

**Section 5. Assignment.** This Agreement shall not be assigned by either party without the written consent of the other party.

**Section 6. 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 7. Prohibition Against Employing Illegal Aliens.** Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractors shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. Consultant is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall:

A. Notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor (does not stop employee or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If Consultant violates a provision of this Agreement required pursuant to C.R.S. §8-17.5-102, the Town may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town.

**Section 8. Insurance.** Consultant agrees to procure and maintain, at his 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 subcontractors 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 Consultants, 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 accident 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) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

B. The policies required above, except Workers' Compensation, Employers' Liability and Professional Liability insurance shall include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation, Employer's Liability, and Professional Liability insurance, if applicable, 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 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 3*** as evidence that policies providing the required coverage, conditions and minimum 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 cancelled, or terminated until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to inspect a copy of any policy and any endorsement thereto, provided confidential information shall be redacted.

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.

E. 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 \$387,000 per person, \$1,093,000 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 the Town, its officers, or its employees.

**Section 9. Indemnification.** Consultant expressly agrees to indemnify and hold harmless the Town or any of its officers or employees from all claims for bodily injury and property damage, 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 the Town, the Town will give notice within ten (10) days thereof to Consultant. The Town agrees that it will require all Consultants to indemnify, defend, and hold harmless the Town and Consultant from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consultants, or their employees, agents, subcontractors, and suppliers.

**Section 10. 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 11. Additional Documents.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

**Section 12. 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 13. Time.** 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 14. 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 15. 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 16. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

**Section 17. Independent Consultant.** Consultant and the Town hereby represent that Consultant is an independent Consultant for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by the Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

**Section 18. 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 the 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 the Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

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

**CONSULTANT:**

**BURNS AND MCDONNELL ENGINEERING CO., INC.**  
a Missouri corporation

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

Its: \_\_\_\_\_

*Handwritten signature: Daniel Q. Konec*  
*Handwritten title: Vice President*

## EXHIBIT 1



### Scope of Services

04/26/2021

#### PROJECT NAME:

Parker Midsection Pipeline Project  
Design and Bid Phase Services

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#### *Project Understanding*

The Parker Midsection Pipeline Project is required by Castle Rock Water (CRW)/Town of Castle Rock (Town) to deliver WISE water from the Parker Water & Sanitation District's (PWSD) water distribution system to the Town's water distribution system. The proposed approximately 2.5-mile pipeline (42-inches) will help to provide for the sustainable long-term water supply of the Town and the Dominion Water & Sanitation District.

In accordance with the Town's Water Resources Strategic Mater Plan, there is a long-term goal to provide 75% of the required water supply from renewable sources such as water from the Water Infrastructure and Supply Efficiency (WISE) partnership. The primary goal of this project is to design and bid a pipeline for conveying WISE water from a connection at the PWSD's Rueter-Hess Water Purification Facility to a connection at the Canyons Pump Station and Hess Tank. In addition to the proposed waterline, the Project includes increasing pumping capacity at the Canyons Pump Station from 7.2 MGD to 13 MGD. Water will discharge either upstream of the Canyons Pump Station at the Hess Tank or directly to the Canyons Pump Station which will convey water to the Canyons Pipelines. The pipeline will generally be routed east of the Rueter-Hess Reservoir and, for a portion, possibly parallel to an existing high-voltage overhead electric utility.

Design will include waterline material selection, routing, cathodic protection, pump station improvements, and other necessary work for a complete pipeline and increased pumping. A secondary goal of this project is to review existing surge documentation and conduct hydraulic analyses for increasing pumping capacity at Canyons Pump Station.

The work generally includes:

1. Design of ~2.5 miles of 42-inch diameter waterline
2. Conduct pipeline material option analysis, pipeline material recommendations
3. Design connections of the new waterline to existing infrastructure
4. Develop alignment alternative and recommend the highest value route.

5. Hydraulic/surge analysis and design for increasing pumping capacity at Canyons Pump Station from 7.2 MGD to 13 MGD.
6. Permitting support
7. Details of new connections
8. Standard and special water transmission line details
9. Easement negotiations and acquisition including development of legal descriptions/exhibits, title commitments, and land appraisals
10. Waterline appurtenance design including valving, air/vacuum valves, blowoff assemblies, etc.
11. Erosion, and Sediment Control Drawings
12. Coordination and exhibit preparation for IREA (if impacted by recommended alignment)
13. Bidding Assistance including document distribution and addendum

The general pipeline alignment is indicated in **orange** in Figure 1.



**Figure 1**



## **Approximate Waterline Routing ~ 2.5 miles**

### ***Scope of Services***

The Scope of Services proposed for the Parker Midsection Pipeline Project will generally follow the design programs that we have used successfully on our past projects with the Town. Our team will work as an extension of your staff, and we are open to scope revisions that the Town might desire. The project scoping will generally follow the waterline design projects that we have used successfully on our past projects including the WISE Local Infrastructure Project. The outline below is not intended to include all the tasks we will perform on this project, but describes some of the major tasks that will be involved. The major scoping tasks that we propose are as follows:

### **TASK SERIES 100 – PRELIMINARY DESIGN SERVICES**

#### **Task 101 – Conduct Project Kickoff Meeting with CRW, PWSD, and DWSD Staff:**

Burns & McDonnell will attend a project kick-off meeting to be held with CRW, PWSD, and DWSD staff. The meeting shall include discussion of pertinent items for the project such as:

- Present project background and overview.
- Introduce key staff involved in the project including CRW, PWSD, and DWSD personnel who are to provide information/services.
- Determine lines of communication and project contacts (contact list to be developed).
- Identify available existing data and exchange.
- Discuss key issues and goals.
- Review the project schedule and milestones.
- Define sub-consultants and their roles.
- Outline possible community concerns, neighboring residents, businesses, easements, etc.
- Discuss the geotechnical needs for the project.
- Discuss considerations for connections to the existing system.
- Discuss methods of construction that will be considered.
- Discuss agency coordination such as USACOE, USFWS, Douglas County, and Town of Parker in addition to future developments in the area.

A meeting agenda and subsequent meeting minutes will be distributed to all meeting participants

#### **Task 102 – Develop Project Work Plan and Maintain Project Schedule:**

Burns & McDonnell will develop a project work plan that identifies roles and responsibilities of the design team, project design standards, and key deliverables. We will develop and maintain the project schedule (in Microsoft Project) that will include relevant tasks/subtasks, milestones, critical path designation and a schedule for key progress meetings.

#### **Task 103 – Data Collection and Review of Background Information:**

Burns & McDonnell will review available information provided by the CRW and its partners including:

- RH Purification Facility Drawings
- Canyons Pump Station Drawings

- Hess Tank Drawings
- Surge Analysis
- Other as-built record drawings
- GIS mapping
- Utility maps including Key Maps
- Aerial photography
- Existing easement documents
- Proposed WISE projects and other related documents
- Existing details

Task 104 – Conduct Monthly Progress Meetings:

Burns & McDonnell will conduct monthly team coordination meetings via telephone conference and/or utilize Microsoft Teams to discuss the status of the report and any project topics. For the purposes of this proposal, Burns & McDonnell has assumed that the design phase will take approximately twelve (12) months to complete. As such, our scope and fee includes hours to host eleven (11) coordination meetings (does not include kick-off) via telephone or LiveMeeting. These meetings are in addition to design review meetings (60%, and 90% design level). A meeting agenda and subsequent meeting minutes will be distributed to all meeting participants.

Task 105 – Weekly Status Updates and Email to Project Managers:

Burns & McDonnell will prepare a weekly status email for the CRW and PWSD Project Managers and coordinate a follow up call to discuss status and progress.

**TASK SERIES 200 – LAND OWNERSHIP, EASEMENTS, & PERMITTING**

Task 201 – Prepare Exhibit Showing Property Lines and Land Ownership Information and Easements:

Burns & McDonnell will prepare an exhibit of property line boundaries and ownership information along the selected alignment and it will include the surrounding project area.

Task 202 – Develop and Maintain a List of Property owners for Each Alignment Alternative:

Burns & McDonnell will develop a list of property owners for each alignment alternative considered. The intent of our design will be to minimize the number of impacted landowners.

Task 203 – Easement Discussion with Property Owners:

Burns & McDonnell will work the Town to identify if additional land right-of-way is needed in support of the project. The additional land would include new permanent and temporary construction easements. For the purposes of our proposal, we have included discussions with two (2) different property owners.

Our land team understands that the acquisition process can sometimes be confusing and emotional for landowners. Our team will advance landowner contacts in the spirit of good faith negotiations throughout the process. Our land team will maintain comprehensive files including daily log notes of contacts and attempted contacts with all contacted landowners.

Task 204 – Easement Legal Descriptions and Exhibits:

Burns and McDonnell's surveying subconsultant, Flatirons Surveying, will complete up to two (2) legal descriptions for easements identified in Task 203. Legal descriptions will include the written description and be supported by an exhibit (map). Additional legal descriptions/exhibits can be provided at \$900 for each.

Task 205 – Title Commitments and Land Appraisals:

Burns & McDonnell will work with a title company to procure appraisals for up to two (2) parcels along the preferred alignment. Burns & McDonnell will procure the appraisals and will pay for the reports and pass the cost through to the Town in a Burns & McDonnell invoice

Task 206 – Easement Negotiations:

Burns & McDonnell's land group will conduct landowner negotiations in person whenever practicable. Our team will serve as a bridge between the Town and the affected landowners and will work to address landowner questions and concerns to reach a timely settlement, agreeable to both parties. For landowners unable or unwilling to meet in person, contacts will be advanced through phone, online, or via FedEx (signature required). For the purposes of our fee, we have included easement negotiations for two (2) parcels along the preferred alignment.

Task 207 – Easement Recordings:

Burns and McDonnell will record up to two (2) legal descriptions with Douglas County for easements identified in Task 203. Recording and title fees will be passed through to the City through a Burns & McDonnell invoice.

Task 208 – Develop and Maintain a Permit Matrix:

Burns and McDonnell will conduct a regulatory analysis and prepare a matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project. Burns & McDonnell shall assist with necessary permitting as required by this work. Such permitting may consist of working with local, state, and federal agencies. Necessary permits for this work may include permits through the USACOE, USFWS, Colorado Department of Health and Environment, Douglas County, and Town of Parker. Permits required to be obtained by the Contractor will be referenced in the specifications.

Task 209 – Coordination and Permitting with Town of Parker:

Burns & McDonnell will coordinate with the Town of Parker because a portion of the project takes place with Town limit. Depending on Parker's response, a Use by Special Review approval may be required. We will schedule a virtual pre-submittal review meeting with the Town of Parker once design has reached 30%. After requirements have been clarified in the pre-submittal review meeting, we will prepare the Use by Special Review permit application. It is anticipated the submittal of the permit application will occur after 60% design. Burns & McDonnell will submit the permit application and then send notice to mineral interest holders and the public in accordance with the Parker Land Development Ordinance. We will participate in a virtual Planning Commission meeting and in the virtual Town Council meeting. For the purposes of this proposal, we have assumed that the Town of Castle Rock will be responsible for all review, approval, legal, and administrative fees associated with this permit.

Task 210 – Coordination and Permitting with Douglas County:

As the project will be in unincorporated Douglas County, Burns & McDonnell will coordinate with the County to complete the location and extent process. A pre-submittal review meeting with the County will be scheduled after design has reached the 30% design level. Burns & McDonnell will prepare the Location and Extent permit application including a Land Use Application Form and a written narrative that includes the information outlined in the Douglas County Zoning Resolution (DCZR) at Section 3203.01.02. This includes:

- Name of applicant
- Description of the request
- Purpose of the improvements
- Summary of potential impacts and proposed mitigation measures
- Compliance with the Comprehensive Master Plan

We assume that the impact discussion will focus on the temporary, construction-phase impacts of the project on traffic, noise, and drainage. We assume that a Community Impact Report, Phase III Drainage Report, and Traffic Study will not be required. It is anticipated the submittal of the permit application will occur after 60% design. We will submit the application electronically to Douglas County, along with one hard copy application and stamped envelopes for notice to adjacent landowners, per Section 3204.03 of the DCZR. For the purposes of this proposal, we have assumed that the Town of Castle Rock will be responsible for all review, approval, legal, and administrative fees associated with this permit.

Task 211 – Coordination and Permitting with United States Army Corps of Engineers:

To comply with Section 404 of the Clean Water Act, Burns & McDonnell, in coordination with Pinyon Environmental, will conduct a waters of the United States (WUS) delineation which will include background review and field work to identify potentially jurisdictional WUS (e.g., wetlands, drainages). A findings report will be created and submitted to the U.S. Army Corps of Engineers (USACE) with a jurisdictional determination (JD) request to obtain concurrence on the WUS delineation. Per the Colorado Regional Conditions for the Nationwide Permits, a pre-construction notification (PCN) will be submitted to the USACE for authorization of WUS impacts. Required components of the PCN include project/applicant details, WUS delineation, impacts analysis, avoidance and minimization discussion, preliminary threatened and endangered (T&E) species analysis and cultural review. If additional T&E or cultural information, surveys, reporting, or coordination is required by the USACE, additional scope will be provided.

Task 212 – Coordination and Permitting with US Fish and Wildlife Service:

Burns & McDonnell will coordinate Pinyon Environmental to coordinate with the USFWS based on the findings from Task 301 and 305 below. Documentation will be submitted to the USFWS for concurrence with Pinyon's findings on threatened & endangered species and raptors/nesting birds.

## **TASK SERIES 300 – ENVIRONMENTAL PERMITTING AND CULTURAL/HISTORICAL RESOURCES**

### **Task 301 – Environmental Studies and Reports – Biological Survey and Threatened & Endangered Species:**

Once the final alignment is selected, Burns & McDonnell will coordinate our environmental subcontractor, Pinyon, to complete a protected species desktop habitat assessment to determine if areas that would be disturbed during Project construction could include potential habitat for state- or federally protected species. Based on the results of the desktop habitat assessment, a Burns & McDonnell environmental scientist will visit the site and complete a protected species habitat assessment field survey of the route and expected contractor working areas. The findings of this evaluation will be documented in a brief letter report that would be suitable to submitting to the agencies. If threatened/endangered species habitats are identified, the habitat limits and recommendations for future additional study will be recommended. Please note that our proposal does not include any presence/absence surveys, special status trapping, counts, etc. These services could be added through amendment as required. Pinyon will make recommendations with regards to future permitting based on the required construction and discovery of protected species habitats. If this work triggers a federal permit, this will be specifically communicated to the Town.

### **Task 302 – Environmental Studies and Reports – Wetland Delineation:**

Once the final alignment is selected, Burns & McDonnell will coordinate with our environmental subcontractor, Pinyon, to conduct a desktop evaluation of the Project Area for wetlands using publicly available data. Based on the results of the desktop review, a wetland specialist will visit the site and evaluate the route and expected contractor working areas for wetlands and other waterbodies. This field visit will verify any previous findings or discoveries through desktop analysis. The findings of this evaluation will be documented in a letter report. Wetlands and other waterbodies, when present, will be delineated with a sub-meter-accurate GPS. These GPS limits will be included into our construction drawings. Pinyon will make recommendations with regards to future permitting based on the required construction, and location of wetlands and other waterbodies. If the work triggers a federal permit, this will be specifically communicated to the Town.

### **Task 303 – Environmental Studies and Reports – Historical and Cultural:**

Once the final alignment is selected, Burns & McDonnell will coordinate with our environmental subcontractor, ERO, to conduct a desktop evaluation of the Project Area for cultural and historic resources using records and database review from common sources. Based on the results of the desktop review, a cultural resources specialist will visit the site and evaluate the route and expected contractor working areas for potential impact to historical and cultural sites. This field visit will verify any previous findings or discoveries through desktop analysis. The findings of this evaluation will be documented in a brief memorandum. Historical and/or cultural sites, when present, will be delineated with a hand-held GPS. These GPS limits will be included into our construction drawings. ERO will make recommendations with regards to future permitting based on the required construction, number, size, location, and importance of historical and/or cultural finds. If the work triggers a federal permit, this will be specifically communicated to the Town. ERO will also coordinate with the local tribe(s) to conduct a site walk down.

#### Task 304 – Environmental Studies and Reports – Jurisdictional Determinations:

Burns & McDonnell, in conjunction with Task 211 and 302, will have our environmental subcontractor, Pinyon, develop jurisdiction determination requests and submit to the USACOE.

#### Task 305 – Environmental Studies and Reports – Raptors and Birds:

Once the final alignment is selected, Burns & McDonnell will coordinate with our environmental subcontractor, Pinyon, to complete a desktop habitat assessment of protected raptors/nesting birds to determine if areas that would be disturbed during Project construction could include potential habitat for state- or federally protected species. Based on the results of the desktop habitat assessment, Pinyon will visit the site and complete a raptor/nesting bird habitat assessment field survey of the route and expected contractor working areas. The findings of this evaluation will be documented in a brief letter report that would be suitable to submitting to the agencies. If threatened/endangered species habitats are identified, the habitat limits and recommendations for future additional study will be recommended. Please note that our proposal does not include any presence/absence surveys, special status trapping, counts, etc. These services could be added through amendment as required. Pinyon will make recommendations with regards to future permitting based on the required construction and discovery of protected bird habitats. If this work triggers a federal permit, this will be specifically communicated to the Town.

### **TASK SERIES 400 – FIELD DATA COLLECTION**

#### Task 401 – Private Utility Locates and One-Calls:

Flatirons Surveying, Inc. (Flatirons) will gather available existing utility mapping from individual utility companies, the Town, and PWSD for the construction area. Flatirons will designate existing utilities along the work area utilizing a private utility designation firm. Utility marks provided by Colorado One-Call (811) and the surveyor's private utility company will be included in the topographical survey base mapping. Every attempt will be made to achieve SUE level B designation in accordance with ASCE 38-02 and SB 18-167. Utilities that are not field designated will be shown as mapped lines.

#### Task 402 – Field Topographic Survey:

Topographical survey work will be provided by our subconsultant, Flatirons Surveying, Inc. Survey will be tied to the Town's coordinate system (Colorado State Plane Central Zone, NAD 1983 and USGS NVD 1929, feet).

A detailed topographical survey will be provided along the construction area. Survey will locate existing surface features (i.e. curb, gutter, edge of pavement, sidewalk, significant trees, fire hydrants, valve boxes, meter pits, manhole covers, fences, cross pans and walks and culverts, irrigation ditches and/or pipelines, signs, power poles, etc.).

Survey will locate and confirm horizontally existing located utilities (see Task 401). Utility locator markings and visible property corners along the route will be surveyed along the proposed alignment.

#### Task 403 – Develop Utility Potholing Plan:

Utilizing data from the topographical survey and utility company research, Burns & McDonnell

will develop a utility potholing plan to provide to our test hole subconsultant (Kantex Industries).

Task 404 – Utility Potholing:

Our test hole subconsultant (Kantex Industries) will perform SUE Level A locates of existing utilities that will be crossed or connected to by the proposed construction to determine their location, elevation, size, material, and alignment. For the purposes of this scope, we have included forty (40) test holes. Generally, test holes can be performed for \$900/each. If the alignment requires more utility test holes than the amount set in this scope, additional scope and fee should be included through amendment.

Task 405 – Utility Potholing Report:

Utilizing information from Tasks 403 and 404, Burns & McDonnell will develop a Utility Potholing Report summarizing the findings. Utility mapping and coordination with existing utilities will be provided in this report in addition to the pot holing results. This report will be provided to the Town in PDF format.

Task 406 – Geotechnical Field Investigations and Geotechnical Report:

Geotechnical investigation test holes will be drilled to a depth of fifteen feet (15') or to auger refusal (whichever comes first) along the pipeline alignment at intervals of 500-feet. Soil samples will be collected and brought to a laboratory for analysis. Groundwater levels (if present) will be recorded and included in the report.

A geotechnical report will be prepared to provide identification, sample and test soils encountered, discuss geotechnical design and construction concerns, take ground water depth measurements, and provide recommendations for pipeline and structure design criteria.

Our scope of work assumes the following required geotechnical holes:

<b>Bore Hole Type</b>	<b>Depth</b>	<b>Number of Holes</b>
Regular Interval Investigation (500' spacing +/-)	15' deep	23
<b>Total</b>		<b>23</b>

Task 407 – Cathodic Protection Field Investigations and Resistivity Testing:

Field Analysis:

Burns and McDonnell's cathodic protection subconsultant, QualCorr, will perform soil resistivity testing and analysis at key locations along the new pipeline alignment (estimate 4 locations and include both in-situ (field) testing and saturated testing). QualCorr will also complete foreign stray current assessment and AC induction study to identify any areas or locations along the piping alignment where these situations may occur.



#### Engineering and Design:

Burns and McDonnell's cathodic protection subconsultant, QualCorr, will develop 60%, 90%, and 100% corrosion control and cathodic protection (CP) design submittal packages for this project. A National Association of Corrosion Engineers (NACE) Certified Cathodic Protection Specialist (CP4) and Colorado licensed Professional Engineer will oversee the work and evaluate design for accuracy. The process will involve redlining proposed drawings and specifications, material research, and technical studies review to confirm a design basis of the corrosion control standards and procedures as they relate to this project. Burns & McDonnell's drawings and specifications will include the required installations (drawings, tables, details, and specifications) to cathodically protect the new waterline.

### **TASK SERIES 501 –DESIGN PHASE SERVICES**

#### Task 501 – Provide Hydraulic and Surge Analysis for Various Flow and Pumping Conditions:

##### Surge Analysis:

Burns & McDonnell will evaluate the existing surge analysis by Stantec to verify pump station design requirements with respect to transients. We will identify surge (transient) for various flow rates. For the purposes of our proposal, we have included a read of the existing transient reports and verification of the existing installations. If, in our read of the reports, it is determined that additional surge modeling is warranted, the costs for such work will be included in a subsequent amendment.

##### Hydraulic Analysis:

Burns & McDonnell will evaluate hydraulics to verify pipeline and pump station design requirements. We will identify system pressures: cold working pressure, hydraulic grade lines, and evaluate waterline diameters for various flow rates. Burns & McDonnell has developed a tool which makes evaluation of different pipeline, flow rates, diameter, and material selection easy to identify and evaluate. Our "on the fly" tool allows us to make changes to the pipeline hydraulics with immediate feedback relating to pipeline pressures, required pipeline pressure class (thickness), number of pipelines, energy costs, and potential impact to project costs

#### Task 502 – Evaluate and Recommend Pump Upgrades in Canyon Pump Station:

Burns & McDonnell will evaluate the existing Canyons Pump Station and in conjunction with Task 510, provide recommendations for pump upgrades. Burns & McDonnell assumes the existing pump station is adequately designed for the installation of the recommended two (2) pumps. This includes the electrical service, HVAC systems, conduit sizing, spaces for VFD's, and other physical installations required by the new pumps. Our scope does not include significant changes to the control scheme related to pump station operations (outside of integrating the new pumps). Our design assumes all existing installations are to the current code.

### **TASK SERIES 600 –PRELIMINARY DESIGN REPORT**

#### Task 601 – Develop Preliminary Design Report for Waterline and Pump Station Upgrades:

Burns & McDonnell will compile all gathered information and prepare Preliminary Design Plans, supplemental reports, and a basis-of-design report. Preliminary Design will include



recommended alignment of the pipe, and location and design/configuration of the tie-in locations on the northern and southern ends of the pipeline. Recommendations for pumps and necessary pump upgrades for pump installation shall also be included.

Task 602 – Review and Consider Alternative Waterline Alignments:

Burns and McDonnell will evaluate the potential waterline alignment alternatives and communicate findings and recommendations to the Project Team. The approach will focus on evaluating the technical, cost, land acquisition, environmental, and social impacts for the alternative locations of the waterline. The recommended waterline alignment option will be clearly communicated and once agreed upon reflected in the Preliminary Design Report indicated in Task 601.

Task 603 – Waterline Material Options Analysis and Technical Memorandum:

Burns & McDonnell will evaluate the waterline so that pipeline material and pipe class (wall thickness) is appropriate for all portions along the pipeline. This is an important step because reducing wall thickness will greatly impact the raw pipe cost which is the single most expensive cost associated with this project. Our specification will provide tables indicating various sections of the pipeline, allowable pipeline materials, and minimum required pipe class (thickness). We will coordinate allowable pipeline materials with the Town. It is expected that this pipeline would be constructed of ductile iron pipe, steel pipe, PVC pipe (C-905), or a combination of materials. We will work with the Town and make recommendations based on design condition, lifecycle, and meeting the preferences of the Town. This analysis will be presented in a Technical Memorandum.

## **TASK SERIES 700 –DESIGN PHASE SERVICES**

Task 701 –60% Waterline Design Drawings:

Plans and specifications shall be provided by Burns & McDonnell to the 60% design level. The 60% Documents shall include the following:

- Technical Specifications
- All drawings indicated in Preliminary Design brought to 60% completion
  - Pipe profiles will be shown
  - Existing utilities will be shown
- Additional Detail drawings that are needed for final design.

Task 702 – Erosion and Sediment Control (ESC) Drawings:

Our team will provide 60% design level ESC drawings for the project which shall include Douglas County's requirements relating to sediment and pollution controls. This will include the installation, quantity, and alignment of site-specific BMP's including inlet protection, rock socks, erosion control fence, construction fence, seeding, etc.

Task 703 –60% Pump Station Improvement Drawings:

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

- Structural details will be developed including pump connection to the existing Canyons PS infrastructure

- Technical Specifications
- All drawings indicated in Preliminary Design brought to 60% completion
- One-line electrical diagrams
- Electrical and instrumentation details will be developed
- Additional Detail drawings that are needed for final design.

Task 704 - Prepare 60% Technical Specifications:

Burns and McDonnell will prepare the 60% technical specifications to describe the elements of work proposed. The technical specifications will be as detailed as possible for work to be performed, and to meet the Project Team's expectations. Technical specifications will be coordinated with the Town of Castle Rock's General and Special Conditions, which will be provided by the Town.

Task 705 – 60% Engineer's Opinion of Probable Construction Cost and Schedule:

Based on the 60% design drawings, our project team will prepare the engineer's opinion of probable construction cost and update the overall project schedule. Our cost estimate and schedule update will be submitted along with the design documents for review and comment by the Town. Our estimate will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Significant assumptions will be included for reference.

Task 706 – 60% Quality Control Reviews:

Our team will perform quality control for the plans and specifications in accordance with the Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects. A copy of our formal quality control procedures manual is available upon request.

Task 707 – Submit 60% Design Documents:

Burns & McDonnell will finalize and formally submit 60% design documents from Tasks 701 through 704.

Up to five (5) half size copies of the design documents will be provided to the Project Team for review.

The Project Team will be given at least two weeks to review the plans and outline specifications prior to holding the 60% Design Review Meeting. Five half size copies of the plans will be provided to the Town for review

Task 708 – 60% Design Review Meeting:

Burns & McDonnell will prepare for, attend, and conduct a design review meeting to be held with the Project Team. The 60% design shall be presented by the Consultant and reviewed in detail with the Project Team. Burns & McDonnell will provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail.

Task 709 – 90% Waterline Design Drawings:

Plans and specifications shall be provided by Burns & McDonnell at the 90% design level. The 90% Plans shall include, at a minimum, refinement of the plans and specifications. Utility pothole information shall be incorporated into the design at this level (if not available prior to the 60% deliverable) to identify conflicting utilities. Temporary and permanent easements information, land ownership information and all design related appurtenances shall be included.

Technical specifications shall be completed to a 90% level. Plans and specifications shall include sufficient detail for Bid.

Task 710 –Erosion and Sediment Control (ESC) Drawings:

Our team will provide 90% design level ESC drawings for the project which shall include Douglas County's requirements relating to sediment and pollution controls. This will include the installation, quantity, and alignment of site-specific BMP's including inlet protection, rock socks, erosion control fence, construction fence, seeding, etc.

Task 711 – 90% Pump Station Improvement Drawings:

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

- Technical Specifications
- All drawings indicated in Preliminary Design brought to 60% completion
- Structural, electrical, and instrumentation details will be developed
- Additional Detail drawings that are needed for final design.

Task 712 - Prepare 90% Technical Specifications:

Burns and McDonnell will prepare the 90% technical specifications to describe the elements of work proposed. The technical specifications will be as detailed as possible for work to be performed, and to meet the Project Team's expectations. Technical specifications will be coordinated with the Town of Castle Rock's General and Special Conditions, which will be provided by the Town.

Task 713 – 90% Engineer's Opinion of Probable Construction Cost and Schedule:

Based on the 90% design drawings, our project team will prepare the engineer's opinion of probable construction cost and update the overall project schedule. Our cost estimate and schedule update will be submitted along with the design documents for review and comment by the Town. Our estimate will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Significant assumptions will be included for reference.

Task 714 – 90% Quality Control Reviews:

Our team will perform quality control for the plans and specifications in accordance with the Burns & McDonnell procedures. Burns & McDonnell has an established, formalized quality control program that is mandatory on all projects. A copy of our formal quality control procedures manual is available upon request.

Task 715 – Submit 90% Design Documents:

Burns & McDonnell will finalize and formally submit 90% design documents from Tasks 709 through 713.

Up to five (5) half size copies of the design documents will be provided to the Project Team for review.

The Project Team will be given at least two weeks to review the plans and outline specifications prior to holding the 90% Design Review Meeting. Five half size copies of the plans will be provided to the Town for review

Task 716 – 90% Design Review Meeting:

Burns & McDonnell will prepare for, attend, and conduct a design review meeting to be held with the Project Team. The 60% design shall be presented by the Consultant and reviewed in detail with the Project Team. Burns & McDonnell will provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail

Task 717 – 100 % (Final) Design / Bid Documents:

Plans and specifications shall be completed by Burns & McDonnell at the 100% design level. Burns & McDonnell will provide the Project Team with two (2) full sized drawings, three (3) half sized drawings, and five (5) copies of the final specifications. Final documents shall also be provided in AutoCAD (version 2018 or later), Microsoft Word, and Adobe Acrobat (.pdf) formats.

Task 718 – 100% Engineer's Opinion of Probable Construction Cost:

Based on the 100% design drawings, our project team will prepare the engineer's opinion of probable cost for the project. This estimate will be submitted along with the design documents for review and comment by the Project Team. Our estimate will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Relevant and significant assumptions will be included for reference. This estimate will include a 10% contingency.

**TASK SERIES 800 – BID PHASE SERVICES**

Task 801 – Develop Contractor Prequalification Statement and Advertise:

Burns & McDonnell will develop the contractor prequalification statement which will specifically outline the work requirements, contractor requirements, minimum qualifications, bond requirements, insurance requirements, past performance history, and important prequalification submission dates and times. We will coordinate with the Town how the advertisement should be provided to potential Contractors.

Task 802 - Provide Recommendations for Short List of Qualified Contractors:

Burns & McDonnell will review the Prequalification Statements solicited in Task 801. Based on the response from the submitted qualifications and work requirements based on the 90% design, we will provide to the Project Team a list of recommended contractors. Our list of recommended

prequalified contractors will be documented with any supplemental information or conversations we have with contractors. Conversations with references (if and when required) will be documented as to help support the recommendation for prequalification.

Task 803 - Prepare Issue for Bid Documents:

Burns and McDonnell will develop the Issue Bid Document (IFB) sets, transmit to the Town, and have them available for contractor distribution.

Task 804 - Distribute Bid Documents and Keep Bidders List:

Burns and McDonnell will coordinate with the Town on how the advertisement should be provided to prequalified Contractors. Burns and McDonnell will then distribute the IFB Document sets to prospective contractors at the Town's request. Burns and McDonnell will keep an updated plan holders list as part of this process. The plan holders list will be used to deliver addenda, send out important notices, and to support interested suppliers and subcontractors.

Task 805 - Address Bidder Questions:

Burns and McDonnell will respond to questions from prequalified Contractors during the bidding process via addendum.

Task 806 - Draft and Distribute Addenda:

Burns and McDonnell will assemble and transmit addenda information as necessary during the bidding process. The addenda will be incorporated into the Contract Documents. Based upon comments, questions, and feedback from Contractors during the bidding process, the issuance of multiple addenda may be required.

Task 807 - Prepare Agenda and Host Pre-Bid Conference:

Burns and McDonnell will host and attend pre-bid conference to assist the Project Team in answering questions concerning the design of the project. The meeting agendas will cover important and noteworthy conditions or requirements associated with the bid and the work. We will also provide an exhibit of the overall project to present to the contractors and a meeting sign-in sheet and meeting minutes. Meeting minutes will be distributed to meeting attendees and prospective bidders.

Task 808 - Attend Bid Opening:

Burns and McDonnell will attend bid opening and assist the Project Team with the bid opening. Bid conditions including discrepancies and irregularities will be documented. Our team can help manage the collection of bidding documents.

Task 809 - Validate Bid Document for Responsiveness:

Burns & McDonnell will collect all of the submitted bids (from prequalified contractors) and evaluate each bid for conformance, completeness, and costs. Irregularities will be documented.

Task 810 - Bid Tabulation Summary:

Burns and McDonnell will compile an overall bid tabulation showing the provided bid costs in a

single spreadsheet. This bid tab will help identify computational errors and uncertainties in the bid process. Irregularities will be documented.

Task 811 - Provide Recommendation for Contract Award:

Burns and McDonnell will provide formal, written Contractor recommendation for Award, which can be presented to Town Council. Our recommendations will consider Contractor's qualifications, bid irregularities, value to the Town, experience/reference checks, and other important considerations.

Task 812 - Deliver Conforming Drawings & Specification (IFC Documents):

Burns and McDonnell will make final revisions to the Contract Documents based on addenda issued during the Bid Phase. Burns and McDonnell will submit the "Issued For Construction" (IFC) documents to the successful contractor for use during the Construction Phase.

## **EXHIBIT 2**

### **FEE TABLE**

Castle Rock Water

RFP No. 2021-02 - Parker Midsection Pipeline Project

Work Breakdown Structure and Fee Schedule

Activity	Project Manager		Waterline Design		Easements and Land Services		Hydraulic Modeling		Pump Station Process Design		Structural		Electrical and I-C		Revit Design		Waterline CADD 1		Waterline CADD 2		QA/QC		BMcD Total Labor		Expenses	Sub-Consultants								Total Cost
	Chandler Wilson, PE		Matt Gallagher, EIT Kate Henske, PE		Amber Dedus		Nikole Rachelson, PE		Carmella Catagione, PE Brett Pugh, PE		John Kienholz, PE		Vamsi Patwari, PE Michael Johnson, PE		Kody Ellis		Kristie Weiss		Swapnil Andhare (Burns & McDonnell Subsidiary)		Mike Lehrburger, PE Jason Schaefer, PE					Flatirons Surveying	NHC Surge Analysis	Pinyon Environmental	ERO Historical & Cultural	Kumar Geotechnical	Kantex Utility Potholing	QualCorr Cathodic Prot.		
	Rate Hours	\$240 Cost	Rate Hours	\$192 Cost	Rate Hours	\$219 Cost	Rate Hours	\$252 Cost	Rate Hours	\$209 Cost	Rate Hours	\$240 Cost	Rate Hours	\$206 Cost	Rate Hours	\$98 Cost	Rate Hours	\$198 Cost	Rate Hours	\$65 Cost	Rate Hours	\$254 Cost	Hours	Cost	Direct	Cost	Cost	Cost	Cost	Cost	Cost	Cost		
TASK SERIES 100 - PROJECT COORDINATION, COMMUNICATION, AND MANAGEMENT																																		
101 - Conduct Project Kickoff Meeting with CRW, PWSD, and DWSD Staff (1)	2	\$480	4	\$767		\$0	2	\$504	2	\$418		\$0		\$0		\$0		\$0		\$0		\$0	10	\$2,169	\$137								\$2,306	
102 - Develop Project Work Plan and Maintain Project Schedule	6	\$1,440	6	\$1,151		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	12	\$2,591	\$104								\$2,695	
103 - Data Collection and Review of Background Information	2	\$480	4	\$767		\$0	4	\$1,008	4	\$835		\$0	2	\$413		\$0		\$0		\$0		\$0	16	\$3,503	\$140								\$3,644	
104 - Conduct Monthly Progress Meetings (x11 Meetings) (1)(2)	12	\$2,880	16	\$3,070		\$0		\$0	6	\$1,253		\$0	2	\$413		\$0		\$0		\$0		\$0	36	\$7,615	\$305								\$7,920	
105 - Weekly Status Updates and Email to Project Managers	24	\$5,760		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	24	\$5,760	\$230								\$5,990	
Sub-Total Series 100	46	\$11,040	30	\$5,756	0	\$0	6	\$1,512	12	\$2,506	0	\$0	4	\$826	0	\$0	0	\$0	0	\$0	0	\$0	98	\$21,639	\$916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,554	
TASK SERIES 200 - LAND OWNERSHIP, EASEMENTS, & PERMITTING																																		
201 - Prepare Exhibit Showing Property Lines and Land Ownership Information and Easements		\$0	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0	2	\$396	4	\$260		\$0	8	\$1,040	\$42								\$1,081	
202 - Develop and Maintain a List of Property Owners for Each Alignment Alternative	1	\$240	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$624	\$25								\$649	
203 - Easement Discussions with Property Owners (3)	1	\$240	2	\$384	8	\$1,752		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	11	\$2,376	\$95								\$2,471	
204 - Easement Legal Descriptions and Exhibits (3)	1	\$240	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0	4	\$792	2	\$130		\$0	9	\$1,546	\$62	\$3,360							\$4,968	
205 - Title Commitments and Land Appraisals (3)		\$0	2	\$384	4	\$876		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	6	\$1,260	\$3,550								\$4,810	
206 - Easement Negotiations (3)		\$0	2	\$384	36	\$7,884		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	38	\$8,268	\$331								\$8,598	
207 - Easement Recordings (3)		\$0	2	\$384	2	\$438		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$822	\$233								\$1,055	
208 - Develop and Maintain a Permit Matrix	1	\$240	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$624	\$25								\$649	
209 - Coordination and Permitting with Town of Parker	2	\$480	16	\$3,070		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	18	\$3,550	\$142								\$3,692	
210 - Coordination and Permitting with Douglas County	2	\$480	24	\$4,604		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	26	\$5,084	\$203								\$5,288	
211 - Coordination and Permitting with United States Army Corps of Engineers	1	\$240		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$240	\$10								\$250	
212 - Coordination and Permitting with United States Fish and Wildlife Service	1	\$240		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$240	\$10								\$250	
Sub-Total Series 200	10	\$2,400	56	\$10,744	50	\$10,950	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,188	6	\$390	0	\$0	128	\$25,672	\$4,727	\$3,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,758
TASK SERIES 300 - ENVIRONMENTAL, PERMITTING, AND CULTURAL/HISTORICAL RESOURCES (4)																																		
301 - Environmental Studies and Reports - Biological Survey + Threatened and Endangered Species	2	\$480	1	\$192		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$672	\$27			\$2,019					\$2,718	
302 - Environmental Studies and Reports - Wetland Delineation	2	\$480	1	\$192		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$672	\$27			\$6,728					\$7,427	
303 - Environmental Studies and Reports - Historical and Cultural (9)	2	\$480	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$864	\$35				\$25,000				\$25,898	
304 - Environmental Studies and Reports - Jurisdictional Determinations (9)	2	\$480	1	\$192		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$672	\$27			\$6,371					\$7,070	
305 - Environmental Studies and Reports - Raptors and Birds	2	\$480	1	\$192		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$672	\$27			\$2,339					\$3,038	
Sub-Total Series 300	10	\$2,400	6	\$1,151	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$3,551	\$142	\$0	\$0	\$17,458	\$25,000	\$0	\$0	\$0	\$0	\$46,151
TASK SERIES 400 - FIELD DATA COLLECTION																																		
401 - Private Utility Locates and One-Calls		\$0	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	2	\$384	\$15	\$3,675							\$4,074	
402 - Field Topographic Survey	2	\$480	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$864	\$35	\$20,738							\$21,636	
403 - Develop Utility Potholing Plan		\$0	4	\$767		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$767	\$31								\$798	
404 - Utility Potholing (5)	2	\$480	6	\$1,151		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,631	\$65	\$1,575					\$33,600		\$36,871	
405 - Utility Potholing Report	2	\$480	6	\$1,151		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,631	\$65								\$1,696	
406 - Geotechnical Field Investigations and Geotechnical Report (6)	1	\$240	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$624	\$25				\$18,228				\$18,877	
407 - Cathodic Protection Field Investigations and Resistivity testing (E1)	1	\$240	2	\$384		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$624	\$25						\$8,190		\$8,839	
Sub-Total Series 400	8	\$1,920	24	\$4,604	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$6,524	\$261	\$25,988	\$0	\$0	\$0	\$18,228	\$33,600	\$8,190		\$92,791
TASK SERIES 500 - HYDRAULIC ANALYSIS AND SURGE																																		
501 - Provide Hydraulic and Surge Analysis for Various Flow and Pumping Conditions (7)	2	\$480		\$0		\$0	56	\$14,112	4	\$835		\$0		\$0		\$0		\$0		\$0		\$0	62	\$15,427	\$617		See Note 7						\$16,044	
502 - Evaluate and Recommend Pump Upgrades in Canyons Pump Station (7)	2	\$480		\$0		\$0	14	\$3,528	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	16	\$4,008	\$160								\$4,168	
Sub-Total Series 500	4	\$960	0	\$0	0	\$0	70	\$17,640	4	\$835	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	78	\$19,435	\$777	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,213	
TASK SERIES 600 - PRELIMINARY DESIGN REPORT																																		
601 - Develop Preliminary Design Report for Waterline and Pump Station Upgrades	8	\$1,920	24	\$4,604		\$0	2	\$504	8	\$1,670	2	\$480	4	\$826	4	\$392	4	\$792	12	\$780	2	\$508	70	\$12,476	\$499								\$12,975	
602 - Review and Consider Alternative Waterline Alignments	2	\$480	4	\$767		\$0		\$0		\$0		\$0		\$0	4	\$392	2	\$396		\$0		\$0	12	\$2,035	\$81								\$2,117	
603 - Waterline Material Options Analysis and Technical Memorandum	2	\$480	6	\$1,151		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,631	\$65								\$1,696	
Sub-Total Series 600	12	\$2,880	34	\$6,523	0	\$0	2	\$504	8	\$1,670	2	\$480	4	\$826	8	\$784	6	\$1,188	12	\$780	2	\$508	90	\$16,143	\$646	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,789
TASK SERIES 700 - DESIGN																																		
701 - 60% Waterline Design Drawings	20	\$4,800	80	\$15,348		\$0		\$0		\$0		\$0		\$0		\$0	70	\$13,860	110	\$7,150		\$0	280	\$41,158	\$1,646							\$7,875	\$50,679	
702 - 60% Temporary Erosion and Sediment Control Drawings	2	\$480	16	\$3,070		\$0		\$0		\$0		\$0		\$0		\$0	16	\$3,168	28	\$1,820		\$0	62	\$8,538	\$342								\$8,879	
703 - 60% Pump Station Improvements Drawings (8)	2	\$480		\$0		\$0		\$0	36	\$7,517	2	\$480	80	\$16,512	30	\$2,940		\$0		\$0		\$0	150	\$27,929	\$1,117								\$29,046	
704 - 60% Technical Specifications	4	\$960	24	\$4,604		\$0		\$0	10	\$2,088	2	\$480	10	\$2,064		\$0		\$0		\$0		\$0	50	\$10,196	\$408								\$10,604	
705 - 60% Engineer's Opinion of Probable Construction Cost	2	\$480	2	\$384		\$0		\$0	4	\$835	1																							



**EXHIBIT 3**

**CONSULTANT'S CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2021

5/7/2021

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

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

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

**COVERAGES \*** **CERTIFICATE NUMBER:** 17557293 **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	TB2-641-432888-030	12/1/2020	12/1/2021	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-040	12/1/2020	12/1/2021	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 <input checked="" type="checkbox"/> N	N/A	WC2-641-432888-010	12/1/2020	12/1/2021	<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 7042179-00	12/1/2020	12/1/2021	\$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: SERVICES AGREEMENT. PARKER MIDSECTION PIPELINE PROJECT. THE TOWN OF CASTLE ROCK, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED 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

17557293  
TOWN OF CASTLE ROCK  
100 N. WILCOX ST.  
CASTLE ROCK CO 80104

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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