



**TOWN OF CASTLE ROCK SERVICES AGREEMENT
(RWRWTC LAS CONVERSION PROJECT– CRW)**

DATE: August 19, 2025

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

BURNS & MCDONNELL ENGINEERING COMPANY, INC., a Missouri corporation with a local address of 9191 S. Jamaica Street, Englewood, Colorado 80112 (“Consultant”).

RECITALS:

- I. The Town may authorize a Sole Source purchase on the basis that the Town currently has a contract in place with a vendor for like products or services.
- II. The Town finds that Consultant will provide services in conformance with the Town’s Sole Source policy and hereby engages Consultant to provide the services more fully described in this Agreement and its exhibits.

TERMS:

1. **Scope of Services.** Consultant shall perform all of the services as set forth on *Exhibit 1* (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment.** Consultant shall invoice Town monthly upon completion of Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall not be required to pay for Services found to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. Subject to the foregoing, the Town shall remit payment to Consultant within thirty (30) days of receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **\$270,997.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on August 31, 2026 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to August 31, 2026. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date unless directed otherwise by the Town. Consultant shall devote adequate resources for timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days’ written notice to Consultant. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and/or deliverables created up to the point of termination.



5. **Subcontractors.** Consultant may utilize subcontractors to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

6. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

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

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as ***Exhibit 2***, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this



Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled or terminated until at least 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

C. **Additional Insureds:** For Commercial General Liability and Automobile Liability, Consultant and subcontractor’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** Town and Consultant waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of Consultant’s services.

E. **Subcontractors:** Consultant shall confirm and document that all subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers’ Compensation and Employer’s Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with combined single limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10. **Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

11. **Indemnification.** Consultant expressly agrees to indemnify the Town or any of its officers, agents or employees from any and all claims for bodily injury and property damage or claims resulting from Consultant’s professional services which are the subject of this Agreement, including by, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within



ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

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

15. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies (subject to the following limitations on damages), and recover its reasonable attorney's fees and costs in such legal action. In no event shall either Party be liable for lost profits or incidental, consequential, punitive or exemplary damages. Consultant's liability hereunder shall be limited to (a) insurance proceeds paid, or (b) in the event that insurance does not timely pay, to the payment made to Consultant under this Agreement; provided however, that should insurance proceeds not be available or paid out due to Consultant's failure to possess or maintain insurance coverage as required by this Agreement, or through any other act or failure to act by Consultant impacting the availability or payment of insurance proceeds, the aforementioned limitation on liability shall not apply. Town's liability shall be limited up to the payment made to Consultant under this Agreement.

16. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17. **Venue and Choice of Law.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable,



work, service or equipment into compliance. These indemnification obligations shall survive the expiration or termination of this Agreement.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.

20. **Title VI Compliance.** To the extent applicable, Consultant shall maintain its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

21. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become joint property of the Town and Consultant upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant shall strive so that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases and indemnifies the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.



24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines (“WCAG”) followed by the State of Colorado. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases and indemnifies the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

26. **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.

27. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information marked as such provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Work with Construction Contractors.** In the event the Town enters into a construction contract with a third-party contractor (“Construction Contractor”), and Consultant works with the Construction Contractor on the RWRWTC LAS Conversion Project, this Section applies to the Agreement. Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or safety precautions or programs for which the Construction Contractor is responsible for. Nor



will Consultant be responsible for a Construction Contractor's failure to perform construction work in accordance with a contract entered into between the Town and the Construction Contractor, nor will Consultant be responsible for damage to the Project site solely attributable to a Construction Contractor, and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, ensuring the Construction Contractor is performing construction work in accordance with a construction contract entered into between the Town and the Construction Contractor.

31. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Certificate of Insurance; and (3) Exhibit containing Scope of Services and Fee Schedule.

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: Jason Schaefer
(Signature)

Jason Schaefer
(Print Name)

Its: Regional GP Manager
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall provide engineering support services during and solely for construction of the RWRWTC LAS Conversion Project as set forth below. The Parties expressly understand and agree that to the extent the below scope of services and fee schedule includes services and fees relating to Bell Mountain Ranch, those services and fees shall be excluded from this Agreement and no compensation shall be provided to Consultant for any services relating to Bell Mountain Ranch. Compensation shall only be provided for services provided under this Agreement relating to the RWRWTC LAS Conversion Project. As the scope of services has been reduced to exclude services and fees relating to Bell Mountain Ranch, compensation provided under this Agreement shall be comparably adjusted to reflect the actual provision of services, which may result in a lower total payment amount than \$270,997.00, but in no event shall payment to Consultant under this Agreement exceed \$270,997.00, unless authorized in writing by the Town.

SCOPE OF SERVICES:

Castle Rock Water (Owner) has requested Burns & McDonnell provide construction phase services for the Bell Mountain Ranch LAS and Ray Waterman WISE and Chloramines modifications projects for the scope of work shown in the Issued for Construction and Issued for Bid documents, respectively. This scope is based on the Owner executing the project in a collaborative delivery manner, with Garney Construction as the contractor, and assumes both projects are executed at the same time. If the projects are broken into separate packages, an amendment for additional services may be required.

Construction Phase Engineering Services:

The Scope of Services described herein represents the Engineer's professional engineering activities necessary for engineering services during construction and post-construction activities. Engineer's resident project representative (RPR) services will in no way relieve construction contractors of their obligations for complete compliance with the drawings and specifications. Engineer shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction contractors, or for their safety precautions and programs incident to their work. Engineer shall not be responsible for the failure of construction contractors to perform the work in accordance with the Contract Documents.

Insofar as job site safety is concerned, Engineer is only responsible for its employees' activities on the job site, and this shall not be construed to relieve Owner or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Engineer, nor presence of Engineer or its employees and subcontractors shall be construed to imply Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Owner agrees that the construction contractors are solely responsible for job site safety, and this intent shall be made evident in Owner's agreement with all construction contractors. Owner and Engineer shall be made additional insureds under the construction contractors' general liability insurance policy.

Engineer will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Owner. Engineer shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract Documents; provided, however, that all interpretations and decisions of Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

Engineer has based the scope of services level of effort on a construction duration of nine (9) months. If more time is required, an equitable adjustment will be made to the Engineer's contract by means of an amendment.

Task 101 – General Management of Construction Contract:

Engineer shall provide for general management of the construction contract. Engineer shall maintain, at Engineer's office, orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Requests for Information, Construction Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals and other project related documents.

Task 102 – Contractor Support through Contract Price Development:

Engineer will respond to Garney's questions and attend progress meetings as they prepare their contract price.

Task 103 – Issued for Construction Documents (Ray Waterman):

Engineer will issue Issued for Construction Documents for Ray Waterman, including incorporating Owner comments and incorporating the chemical building and WISE portion of the SCADA Phase V project into the package. This includes the preparation of the TESC drawings and documents.

Task 104 – Pre-Construction Conference:

Engineer will conduct one (1) preconstruction conference for the Bell Mountain Ranch site and one (1) for the Ray Waterman site. This meeting will be held at the project sites.

Task 105 – Progress Meetings:

Engineer will conduct bi-weekly construction progress meetings. These meetings will be held at Ray Waterman RWTF. This task assumes a total of eighteen (18) onsite meetings for this task.

Task 106 – RFI Review and Response:

Engineer will review and respond to RFIs in writing and prepare and issue supplemental drawings and specifications as necessary in response to RFIs. Engineer will maintain a record of RFIs, responses provided to the Contractor, and documentation of each RFI's resolution. This task includes written responses to fifteen (15) RFI's with a review, determination, and response time of approximately four (4) hour(s) per RFI.

Task 107 – Submittal and Resubmittal Reviews

Engineer will review submittals for the project and provide a response and status for each submittal. Engineer will maintain a record of submittals, responses provided to the Contractor, and documentation of each submittal. This task includes written responses to 40 submittals with a review, determination, and response time of approximately two hours per submittal. This task also includes that each submittal will have 40 resubmittal(s) with a review, determination, and response time of approximately one hour(s) per resubmittal.

Task 108 – Change Orders/Work Change Directives:

Engineer will review and comment on prospective change orders. Engineer will evaluate and make recommendations to Owner on change orders. Engineer will provide Work Change Directives as needed. Engineer will track changes and obtain Owner approval prior to returning direction to the Contractor. This task includes five (5) change orders with a total time of 8 hours per change order.

Task 109 – Periodic Site visits by Engineer:

This includes one (1) site visit per month for one (1) discipline engineer and one (1) site visit per month for the process engineer and one (1) site visit for the project manager during the active construction period (assumed 6 month duration). Each site visit is assumed to be three (3) hours in duration, including travel. In addition, this task includes 40 hours of site visits for the structural engineer.

Task 110 – Processes Start-Up:

Processes start-up shall be performed by the Owner and Contractor with Engineer, as needed, for operating recommendations. The Owner's Operation Staff shall oversee operations once water is introduced into the processes. The Contractor shall complete instrumentation and control construction (installation and adjustment) including all items that require water to be present. Engineer shall provide recommendations during start-up.

Task 111 – Pre-Start-Up Workshop:

Engineer will conduct one (1) pre-start-up planning workshop per site (for a total of two workshops) with the Owner and Contractor prior to introducing water into the facility.

Task 112 – Substantial Completion Inspection and Punchlist

Engineer will participate in the field walks of the site with the Owner and the Contractor. Engineer will generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. This task assumes six (6) hours each for the electrical engineer, the project engineer, and the project manager to perform the site walk. The task also includes punch list preparations and certificates of substantial completion.

Task 113 – Final Completion Inspection and Punchlist

Once the Contractor has indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted. The fee assumes the electrical engineer and project manager each require four (4) hours to perform the final field visit and develop final completion letter.

Task 114 – CDPHE Certifications:

The Engineer shall issue CDPHE Certification of completion per approved design and/or work through changes to assist Owner with final approval from CDPHE for plant construction.

Task 115 – Conforming to Construction Record Drawings:

Following the construction, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Engineer will prepare conforming to construction drawings from the Contractor supplied redlines. A pdf copy of the information will be provided to the Owner.

Task 116 – Project Closeout:

This task includes provisions for the Engineer to close out each project's documentation. This task will be conducted in the office and will include final discussions with the Contractor, punch list items, final payment, and other documents required by the contract documents for final completion and final payment.



Castle Rock Water

RWRWTF WISE and Chloramines Modifications and
BMR LAS Construction Phase Services

Task Series 100	
Task 101	General Management of Construction Contract
Task 102	Contractor Support through Contract Price Development
Task 103	Issued for Construction Documents (Ray Waterman)
Task 104	Pre-Construction Conference
Task 105	Progress Meetings
Task 106	RFI Review and Response
Task 107	Submittal and Resubmittal Reviews
Task 108	Change Orders/Work Change Directives
Task 109	Periodic Site Visits by Engineer
Task 110	Process Start-Up
Task 111	Pre-Start-Up Workshop
Task 112	Substantial Completion Inspection and Punchlist
Task 113	Final Completion Inspection and Punchlist
Task 114	CDPHE Certifications
Task 115	Conforming to Construction Records
Task 116	Project Closeout
Task Subtotal	

Project Total

Project Manager	Process	Electrical	HVAC	Structural	Civil
Hailey Morton	Matthew Willis	Vamsi Patwari / Rae Elliott	David Olsen	Jason Zemlicka	Matt Strobel

20	8	20		12	4
40		16			
4	40	220		2	80
4	4	4			
36	36	18			
4	24	32	2	8	
4	18	80	3	30	
4	20	20			
8	18	18		40	
8	8	8			
4	4	4			
6	6	6			
4		4			
2					
4	40	50	2	4	8
4					
156	226	500	7	96	92

156 226 500 7 96 92

Total Hours	Total Cost	Expenses	Subtotal
64	\$ 16,890	\$ 169	\$ 17,058
56	\$ 15,241	\$ 152	\$ 15,394
346	\$ 83,729	\$ 837	\$ 84,567
12	\$ 2,927	\$ 29	\$ 2,957
90	\$ 21,760	\$ 218	\$ 21,977
70	\$ 17,107	\$ 171	\$ 17,278
135	\$ 35,282	\$ 353	\$ 35,635
44	\$ 10,170	\$ 102	\$ 10,272
84	\$ 22,806	\$ 228	\$ 23,033
24	\$ 5,855	\$ 59	\$ 5,913
12	\$ 2,927	\$ 29	\$ 2,957
18	\$ 4,391	\$ 44	\$ 4,435
8	\$ 2,136	\$ 21	\$ 2,157
2	\$ 558	\$ 6	\$ 564
108	\$ 25,420	\$ 254	\$ 25,674
4	\$ 1,117	\$ 11	\$ 1,128
1077	\$ 268,314	\$ 2,683	\$ 270,997

1077 \$ 268,314 \$ 2,683 \$ 270,997

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff *	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

8/18/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 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	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 22298299**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-432888-474	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-044	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC2-641-432888-014	12/1/2024	12/1/2025	<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 7042179-04	12/1/2024	12/1/2025	\$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: RWRWTF CHLORAMINES CONSTRUCTION PHASE. TOWN OF CASTLE ROCK ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR DUTIES FOR THE TOWN ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

22298299
TOWN OF CASTLE ROCK
ATTN: EMILY HUTH
100 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

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