



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Phase VI of the SCADA Master Plan Design Project – Castle Rock Water)**

DATE: _____.

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

TETRA TECH, INC., a Delaware corporation, 3475 E. Foothill Blvd., Pasadena, CA 91107 (“Consultant”).

RECITALS:

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

TERMS:

1. **Scope of Services.** Consultant shall provide to the Town all of the services 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 for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations (“disputed Services”). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **\$448,500.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on March 31, 2027 (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 the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services



under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

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

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

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

7. **Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.

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

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the Term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the



payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

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

B. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as *Exhibit 2*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the Town’s rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

F. Workers’ Compensation and Employer’s Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for



each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

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

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

10. **No Waiver of 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 Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

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



or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

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

15. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies, subject to the following limitations on damages, and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits, incidental, consequential, punitive or exemplary damages in the event of a default.

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

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

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

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



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

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

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

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

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. In addition, Consultant shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. 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, defends, indemnifies and holds harmless 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 rising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the



Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **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 Consultant’s Certificate of Insurance; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) Exhibit containing the Letter of Indemnification for Withholding Confidential Information.

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT’S CERTIFICATE OF INSURANCE

EXHIBIT 3 – LETTER OF INDEMNIFICATION FOR WITHHOLDING CONFIDENTIAL INFORMATION

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

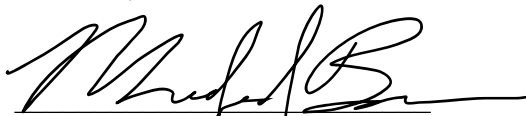
Approved as to content:

William Langford, Assistant Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

TETRA TECH, INC.

By: 
(Signature)

Michael Bomar, PE

(Print Name)

Its: Senior Vice President

(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall complete the following Services for the Town. In no event shall the total payment to Consultant for the Services under this Agreement exceed \$448,500.00, unless authorized in writing by Town.

CONSULTANT RESPONSE TO THE SCOPE OF WORK

Consultant's experience in working with Town on the 2024 SCADA Master Plan Update, as well as insights gained by Corey Lamb during the pre-proposal site walks, have led Consultant to propose a six-month design schedule. Consultant's detailed schedule is included in the next section.

Consultant's project approach expedites production of the preliminary plans and SOWs by assigning two teams. Team One will perform field investigation. After each site is complete, Team One will hand off field notes, photos, and sketches to Team Two, who will write the SOWs and prepare the instrument lists, P&IDs, electrical one-lines and other requirements of the Preliminary Engineering Design Plans.

Conformance with established standards offers consistent operation and maintenance of the control system through its life cycle. Control panel designs as part of this project will follow a typical layout approach, incorporating Town's standards and preferences. The typical layout will show requirements for panels within a range of sizes which will reduce the number of individual designs for similar panels. However, individual I/O lists and control cabinet implementation plans will be prepared for each panel's unique requirements.

Town collaboration is critical to the long-term success of the upgrade and replacement project. At the preliminary, 60%, and 90% design stages, Consultant will submit a draft design for Town's review and comment, then hold a design review workshop with Town stakeholders.

Consultant's approach to control narratives also involves Town input. Consultant recommends the following sequence:

- Consultant creates a draft control narrative for each PLC within this project based on existing PLC and HMI programs.
- Questions on process functions, equipment operations, and interlocks and alarms will be presented to Town and the narratives will be reviewed with Town Operations staff. Consultant is planning for a series of four two-hour workshops.
- Updates from the review will be incorporated into revised control narratives as part of the 60% design.

Consultant strongly believes that its systematic, thorough, collaborative project approach is the best method to identify project risks and devise solutions to mitigate those risks.

ACTION PLAN AND SCHEDULE

A project schedule, work breakdown structure, and price proposal are included on the following pages.

Project Kick-Off and Initial Investigation

Upon written Notice To Proceed, Consultant will schedule the Kick-Off Meeting and submit a data request for information not provided with the RFP. Within one week, Consultant will submit a detailed project work plan and schedule, which will be reviewed at the Kick-Off Meeting. Initial project and technical coordination meetings will serve as Design Workshops, and each will focus on a subset of the facilities included in the design. Working with the SCADA team and other Town staff, Consultant will work through the individual facilities' existing conditions, upgrade requirements, and cutover concerns. These workshops will supplement Consultant's site walks and field investigation.

Consultant will maintain a decision log on a shared Teams site to document decisions made during these design meetings.

Preliminary Engineering Design Plans

Consultant appreciates Town's requirements for the Preliminary Engineering Design Plans. Front-loading this early design phase will allow Consultant to identify issues, problems, and conflicts as early as possible, while there is sufficient time to resolve them in a thoughtful manner. Preliminary Engineering Design Plans and Statements of Work will be prepared for each facility identified in Section 4.2.4 of the RFP and will include draft versions of each of the following:

- Preliminary Summary of Work and Work Sequence specification sections
- New or revised P&IDs, with instrument and equipment tags following Town's 2024 tagging standards
- Process Control Narratives, prepared per Town's standard control narrative specification format
- Site Electrical Distribution Drawings showing locations of new and relocated equipment, demolition, and temporary power/controls
- Electrical One-Line Drawings (for Meadows WTP)
- Electrical (Equipment) List
- Instrument List, including identification of instruments to be replacement
- Control panel design layouts and implementation plans for new control cabinets
- Preliminary I/O List, with tag names to follow Town's 2024 tagging standards
- Preliminary Control System Network Diagram
- Updated list of Drawings and Specifications to be included in the Final Design Package.

Drawings will conform to the level of detail provided by the example drawings included in Appendix C of the RFP.

A draft of the Preliminary Engineering Design Plans will be developed and submitted one week prior to the Preliminary Engineering Design Plans Workshop, which will be held as one of the weekly project meetings. The draft plans will be reviewed by Town stakeholders at the workshop. Review comments will be incorporated, and a final version of the Preliminary Engineering Design Plans will be submitted within one week of the workshop. Throughout all design stages, Consultant will maintain a comment log, documenting each Town comment, Consultant's response and the comment's resolution.

60% Design

The 60% Design will update, detail, and expand upon the Preliminary Engineering Design Plans. In addition to updates to the drawings and documents provided in the previous design stage, the 60% Design will include:

- Typical control panel layouts and wiring diagrams. Detailed loop drawings and panel layouts will be provided by the panel builder during construction
- Finalized control narratives
- Site Electrical Distribution Drawings with demolition details clearly noted
- Updated electrical one-lines, P&IDs, and other drawings and plans included in the Preliminary Engineering Design Plans
- Draft of technical specifications
- AACE Class 4 Cost Estimate

Consultant will utilize AACE No. 18R-97 Cost Estimate Classification System. This method of cost estimating provides a logical, consistent, and objective methodology for the cost estimate on this project.

During the 60% design, instruments, and electrical equipment to be replaced or modified will be identified and confirmed with Town. P&IDs, electrical, instrumentation, and IO lists will be finalized at the 60% submittal.

Production of the 60% Design Package will follow the same sequence as the Preliminary Engineering Design Plans: submission of the draft design package, followed one week later by the 60% Design Review Workshop. The final 60% Design Package will be submitted no later than one week after the workshop.

90% Design

The 90% Design will update, further detail the design documents and capture any outstanding design decisions. Additional design details, such as equipment installation requirements, will be developed and included in the 90% design. Project execution plans (ie: summary of work, sequence of work, demo plans, control cabinet implementation plans) will be reviewed and finalized with Town.

Production of the 90% Design Package will follow the same sequence as the previous design submittals: submission of the draft design package, followed one week later by the 90% Design

Review Workshop. The final 90% Design Package will be submitted no later than one week after the workshop.

Final Design

The Final Design will close out design comments and be packaged as a Bid Set of design documents. The cost estimate prepared at the 60% design will be updated and submitted with the Final Design.

Assistance in Bidding

Consultant is prepared to support Town through the bidding process from coordinating distribution of bid documents to contract award. Consultant will assist with distribution of Plans and Specifications to qualified contractors and support pre-qualification of integration contractors. Responses to bidder questions and addenda will be prepared if required and Consultant will attend the Pre-Bid meeting.

After bids have been submitted, Consultant will attend the bid opening and read the bids. Bids will be evaluated, contractor information verified, and Consultant will make a recommendation to Town regarding the apparent low bidder with a focus on bid completeness and demonstrated ability to complete the scope of work.

Additional Services

The Scope of Work outlined in the RFP is sufficient to provide a thorough design for the SCADA Master Plan Phase VI project. Consultant do not propose any additional services.

Assumptions

Consultant's assumptions are listed below:

- The proposed schedule is contingent upon Town's commitment to provide escorts for field visits, provide timely responses to technical questions and to meet design review timeframes as noted in Section 3 of this proposal.
- PLC and control panels within the scope of this project will be replaced with new panels.
- PLC design will be based on PLC / RTU program configured IO.
- Construction contractor will be responsible for identifying individual control circuits and providing a detailed design for each PLC / RTU to be replaced.
- Drawings prepared for this project will be prepared using Consultant's drafting standards.
- P&IDs will be developed using Consultant's P&ID standards, utilizing Town's tagging and naming conventions.
- Biweekly project meetings will be held, assumed to be 1 hour in duration. Appropriate Consultant technical leads and the PM will attend. Additional project team members will attend as needed throughout the project. Design and control narrative review workshops are planned for 2 hours each.

TT Labor Plan

CRW SCADA Phase VI Design

Meadows Water Treatment Plant & Associated Remote Sites

Client: Castle Rock Water

Contract Type: Fixed Price

Labor Plan

9 Resource

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs	Labor Pool >								
	From	Thru	Months				Project Manager (Deb Herman)	Technical Lead (Corey Lamb)	Network-OT Specialist (Jonathan van der Zee)	Electrical Engineer Lead (Troy Moore)	SCADA Engineer Lead (Phong Hoang)	Electrical Engineer (Ethan Meeks)	SCADA Engineer (Porter Fredrickson)	EIC Engineer (Aaron Lorenz)	Electrical QA/QC (John Rice)
1 - Project Management						219	208	279	26	194	460	521	539	314	28
Setup	06/16/26	12/31/26	6.4	15	127	8	8								
Kickoff	06/16/26	12/31/26	6.4	15	127	10	4	2		2	2				
Biweekly Meetings - thru bid phase	06/16/26	02/28/27	8.3	19	165	93	32	16	8	4	25	8			
Weekly updates/status (2 hrs/week)	06/16/26	02/28/26	0.0			60	60								
Technical coordination meetings (3)	06/16/26	12/31/26	6.4	15	127	34	6	6	6	4	6	6			
Invoicing / Status Reports	06/16/26	02/28/27	8.3	19	165	14	14								
2 - Preliminary Eng Design Plans						896	23	73	4	64	214	140	326	48	4
Initial Site Investigation (18)	06/25/26	09/04/26	2.3	6	45	116	2	2		8		48	8	48	
Statement of Work - per site (18)	06/25/26	09/04/26	2.3	6	45	36	2	18		8		8			
P&IDs (30)	06/25/26	09/04/26	2.3	6	45	260	4	16			80		160		
Control Narratives						164	8	20	-	-	48	-	88	-	-
Draft Control Narratives (22 PLCs)	06/25/26	09/04/26	2.3	6	45	140	4	16			40		80		
Control Narrative Review Meetings (4@ 2 hrs ea)	06/25/26	09/04/26	2.3	6	45	24	4	4			8		8		
Site Electrical Drawings (18)	06/25/26	09/04/26	2.3	6	45	93	1	8		24		60			
Electrical One-Line Drawings	06/25/26	09/04/26	2.3	6	45	34				16		16			2
Electrical Equipment List	06/25/26	09/04/26	2.3	6	45	14				4		8			2
Instrumentation List	06/25/26	09/04/26	2.3	6	45	20		4			16				
I/O List (~22 PLCs)	06/25/26	09/04/26	2.3	6	45	100					50		50		
Preliminary Control System Network (18 Sites)	06/25/26	09/04/26	2.3	6	45	41	1		4		16		20		
Updated Sheet and Spec List	06/25/26	09/04/26	2.3	6	45	2	1	1							
Review Workshop	06/25/26	09/04/26	2.3	6	45	16	4	4		4	4				
3 - 60% Design						820	20	88	4	58	123	221	164	130	12
P&IDs (30)	09/07/26	10/30/26	1.7	4	34	108	2	16			30		60		
Finalize Control Narratives	09/07/26	10/30/26	1.7	4	34	46	2	8			12		24		
Site Electrical Drawings (18)	09/07/26	10/30/26	1.7	4	34	188		8		12		80		80	8
Electrical One-Line Drawings	09/07/26	10/30/26	1.7	4	34	56		2		18		32			4
Electrical Equipment List	09/07/26	10/30/26	1.7	4	34	24	2	2		4		16			
Instrumentation List	09/07/26	10/30/26	1.7	4	34	62	2	4			16	24	16		
I/O List (~22 PLCs)	09/07/26	10/30/26	1.7	4	34	34	2	4			4		24		
Control System Network (18 Sites)	09/07/26	10/30/26	1.7	4	34	66	2	4	4		16		40		

SCADA Master Plan Phase VI Project
Proposed Sheet List

General

G-001	PROJECT COVER SHEET
G-002	GENERAL LOCATION AND VICINITY MAPS
G-003	DRAWING INDEX
E-001	ELECTRICAL ABBREVIATION AND GENERAL NOTES
E-002	ELECTRICAL LEGENDS AND SYMBOLS SHEET 1 OF 2
E-003	ELECTRICAL LEGENDS AND SYMBOLS SHEET 2 OF 2
E-501	ELECTRICAL DETAILS SHEET 1 OF 2
E-502	ELECTRICAL DETAILS SHEET 2 OF 2
E-601	VFD PANEL LAYOUT 1 OF 2
I-001	INSTRUMENTATION ABBREVIATION AND GENERAL NOTES
I-002	INSTRUMENTATION LEGENDS AND SYMBOLS SHEET
I-501	INSTRUMENTATION DETAILS SHEET 1 OF 4
I-502	INSTRUMENTATION DETAILS SHEET 2 OF 4
I-602	TYPICAL CONTROL PANEL LAYOUT 1 OF 3
I-603	TYPICAL CONTROL PANEL LAYOUT 2 OF 3
I-604	TYPICAL CONTROL PANEL LAYOUT 3 OF 3

Meadows WTP

E-100	OVERALL ELECTRICAL SITE PLAN
E-101	ELECTRICAL POWER PLAN SHEET 1 OF 4
E-102	ELECTRICAL POWER PLAN SHEET 2 OF 4
E-103	ELECTRICAL POWER PLAN SHEET 3 OF 4
E-104	ELECTRICAL POWER PLAN SHEET 4 OF 4
E-601	ONE-LINE
E-602	PANEL SCHEDULES
E-603	CABLE AND CONDUCTOR SCHEDULES SHEET 1 OF 2
E-604	CABLE AND CONDUCTOR SCHEDULES SHEET 2 OF 2
I-101	P&ID - Wellhouse
I-102	P&ID - Well EQ Basin
I-103	P&ID - Filters 1 & 3
I-104	P&ID - Filters 2 & 4
I-105	P&ID - High Service Pump Station - 1
I-106	P&ID - High Service Pump Station - 2
I-107	P&ID - Backwash Waste, Decant, Drain
I-108	P&ID - Sodium Hypochlorite

Tank 11

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows 5 Lift Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID
I-601	GRINDER CP LAYOUT
I-602	GRINDER CP SCHEMATIC

Meadows 15 Lift Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID
I-601	GRINDER CP LAYOUT
I-602	GRINDER CP SCHEMATIC

Meadows 17 Lift Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID
I-601	GRINDER CP LAYOUT
I-602	GRINDER CP SCHEMATIC

Meadows A-1

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-2

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-3

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-4

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-5

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-6

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
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SCADA Master Plan Phase VI Project
Proposed Sheet List (Cont.)

I-109	P&ID - Potassium Permanganate
I-110	P&ID - Wellhouse Chemical Dosing
I-111	P&ID - Ammonium Sulfate
I-112	P&ID - Ammonia Feed - 1
I-113	P&ID - Ammonia Feed - 2
I-601	SLUDGE PUMP CONTROL PANEL LAYOUT
I-602	SLUDGE PUMP CONTROL PANEL SCHEMATIC
I-603	FOUNDATION DRAIN CONTROL PANEL LAYOUT
I-604	FOUNDATION DRAIN CONTROL PANEL SCHEMATIC

Diamond Ridge Pump Station

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Crystal Valley Pump Station / Tank 15

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Tank 8

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

I-101	P&ID
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Meadows A-7

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-8 (Well 49 Only)

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-11

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-12 (ASR Wells Only)

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID

Meadows A-13

E-100	OVERALL SITE ELECTRICAL PLAN, CONDUIT & CONDUCTOR SCHEDULE
I-101	P&ID



EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/18/2025

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1560 N. Broadway, Suite 1400 & 1450 Denver CO 80202 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corp		15105
	INSURER B: Allied World Surplus Lines Insurance Co		24319
	INSURER C: American International Group UK Ltd		AA1120187
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570117126320 **REVISION NUMBER:**

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

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 <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
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	LDC4068970 AOS PS4068969 WI	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A			N/A		10/01/2025	10/01/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim	\$1,000,000
							Aggregate	\$1,000,000

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

RE: Job Description: On-Call SCADA Support Services. Stop Gap Coverage for the following states: OH, ND, WA, WY. Town of Castle Rock, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

Town of Castle Rock A Colorado Municipal Corporation 100 N. Wilcox St. Castle Rock CO 80104 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : 179

Certificate No : 570117126320



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization as required by written contract or agreement that is executed prior to the loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization as required by written contract or agreement that is executed prior to the loss.
Location And Description of Completed Operations: All of your projects.
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>As required by written contract or agreement that is executed prior to the loss</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Any person or organization as required by written contract or agreement that is executed prior to the loss.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract:
and,
 - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

 - (a) The limits of insurance specified in the written contract or written agreement; or,
 - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

(4) Exclusions

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. CA 6676805 Endorsement No.
Named Insured TETRA TECH, INC. Premium \$ Included
Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization as required by written contract or agreement that is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.

AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NM, NY, NC, OK, OR, PA, RI, SC, SD, TN, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025

Policy No. LDC4068970

Endorsement No.

Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025

Policy No. LDC4068970

Endorsement No.

Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Specific Waiver

(X) Blanket Waiver

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

2. Operations:

3. Premium: \$

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025

Policy No. LDC4068970

Endorsement No.

Named Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/2025	Policy No.	LDC4068970	Endorsement No.
Insured	TETRA TECH, INC.	Premium \$	Included	
Insurance Company	Safety National Casualty Corporation			

WC 43 03 05 (07 00)

Countersigned By _____ Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.

WI

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025

Policy No. PS 4068969

Endorsement No.

Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____



EXHIBIT 3



Town of Castle Rock
Castle Rock Water Department
175 Kellogg Court
Castle Rock, CO 80109
720-733-6009

LETTER OF INDEMNIFICATION
FOR WITHHOLDING CONFIDENTIAL INFORMATION

Re: Request under the Colorado Open Records Act

Request for Proposal Number: 2026-01

Proposals submitted by consultants in response to the Town of Castle Rock’s Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter’s proposal in accordance with the Open Records Law, the Town will review the Submitter’s proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town’s legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Tetra Tech, Inc.

Submitter (Vendor or Business Name)

By: *Deborah Herman*

Signature

Deborah R Herman

Name (please print)

Senior Project Manager

Title

May 21, 2026

Date