



TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Castlewood 1 Lift Station Upgrade Design – CRW)

DATE: October 7, 2025

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

CONSOR NORTH AMERICA, INC., an Oregon corporation, 6505 Waterford District Drive, Suite 470, Miami, Florida 33126 (“Consultant”).

RECITALS:

- I. The Town issued a Request for Proposals from qualified consultants with expertise in engineering design services. Consultant timely submitted its proposal.
- II. 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 perform all of the services and provide all materials, goods, products and/or deliverables to the Town 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 the Town monthly for the Services rendered in accordance with the rate and fee schedule set forth in **Exhibit 1**. 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 pay such invoices, whether in whole or in part, within thirty (30) days receipt of such invoice. In no event shall total payment to Consultant under this Agreement for the Services exceed **\$393,993.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **December 31, 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 expiration of the Agreement. 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 devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

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



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

6. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to 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 subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town as additional insured.

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

E. **Subcontractors:** Consultant shall confirm and document that all 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. **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 and hold harmless Town or any of its officers, agents or employees from any and all third-party claims, damages, liability, or court awards including attorney's fees for bodily injury including but not limited to death and or damage to



property, but only 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. Consultant will also reimburse Town for the defense costs incurred in connection with all third-party claims, damages, liability, or court awards including attorney's fees for bodily injury including but not limited to death and or damage to property, to the extent such third-party claims, damages, liability, or court awards are 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 indemnification and defense-costs reimbursement 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 or 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-vise, re-construct, or similar, the non-compliant deliverable, work, service, or



equipment, or reimburse the Town for the cost associated with bringing the non-compliant deliverable, work, service or equipment into compliance.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, 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. 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. 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 arising 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 Certificate of Insurance; and (3) Exhibit containing 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

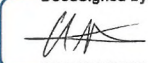
Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director, Castle Rock Water

CONSULTANT – CONSOR NORTH AMERICA, INC.:

By: _____
(Signature)

Chris Manning

(Print Name)

Its: Principal Engineer

(Title)



EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall provide to the Town the following design engineering and bid support services for upgrades to or replacement of the existing Castlewood 1 Lift Station, including but not limited to performance of an alternatives analysis to determine if an upgrade of the existing facility or a full replacement is recommended to be implemented, as set forth on the following pages:

SECTION 2 - ACTION PLAN AND SCHEDULE

A work breakdown structure (WBS) has been developed to complete the project as outlined in the RFP. The WBS is divided into tasks and subtasks to align with the sequencing of the design and permitting phase of the project, which are detailed below. This WBS also aligns with the provided fee estimate and CPM schedule.

Task 1 - Project Management

This task includes the administration and coordination of the consultant's staff, subconsultants, and the interface with the Town's PM and other Town staff. The consultant will actively manage all project work to meet the project budget and schedule. For the purposes of this scope, a 12-month project duration is anticipated. The following subtasks are included:

Task 1.1-1.4 - Project Milestone Client Meetings

Coordinate and lead key project design meetings in person with site visits as needed. Provide an agenda, meeting notes and an action item and decision log for each meeting. The four meetings under this subtask include the following:

- Project Kick-off
- Alternatives Analysis Workshop
- Preliminary Design Review at 50% Completion
- Design Review at 90% Completion

Task 1.5 – Recurring Client Meetings

Coordinate and lead recurring project design meetings virtually. We are currently anticipating recurring meetings to fluctuate between bi-weekly and monthly based on project needs. Provide an agenda, meeting notes and an action item and decision log for each meeting.

Task 1.6 – Internal Meetings

Hold internal design team meetings to manage and review design and permitting progress, deliverables, scope, budget, and schedule.

Task 1.7 – Subconsultant Coordination

Manage and coordinate with subconsultants including contracting, design coordination, deliverables, scope, budget, and schedule.

Task 1.8 – Project Administration

Perform general administration and project management throughout design and permitting phases for the successful completion of all tasks and elements of the project within the established scope, schedule, and budget. Document important project decisions as they occur.

- Process and submit monthly billings with a summary of project status by task and subtask, including a summary of invoicing from subconsultants retained for the project.
- Provide progress reporting with monthly billings, including review of work efforts completed, forecasted work for the next monthly period, percent completion, and any encountered or projected challenges or issues.
- Maintain the overall project schedule, including adding staff, subconsultants, and other resources as needed to meet scheduled milestones.

Task 1.9 – Quality Management

Perform in-house quality management reviews of all deliverables prior to submitting to the Town or other stakeholders. These reviews follow Consor's prescribed quality management review process and documentation at each of the design milestones.

Task 1 Deliverables

- Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status will be submitted to the Town monthly.
- Monthly updated project schedules through final design and bidding.
- Client meeting agendas, notes, and decision and action item logs.

Task 2 – Alternatives Analysis

This task will provide the background information and field data necessary to inform design decisions and permitting requirements in later tasks. The data from all fieldwork will be clearly represented on the design documents and within permitting applications.

Task 2.1 - Data Collection and Review

Gather and review existing mapping, as-builts, regulatory approvals, engineering reports, and other data related to the proposed project. Review existing lift station operations reports and SCADA data. It is anticipated available data will include:

- Record drawings.
- CDPHE correspondence and approval packages.
- Property parcels and ROW information (GIS map layer data).
- Town of Castle Rock Utilities base map information.
- SCADA data.
- Any available geotechnical information.
- Other information relevant to the project.

Task 2.2 - Site Visits

Perform site reconnaissance with design team and Town staff to review existing site and facility conditions as well as review overall operations. One site visit is anticipated during this phase of the project.

Task 2.3 - Evaluate Existing Facility

This evaluation will include the site, building, mechanical and electrical equipment, and feedback from operations and operator logs and SCADA data. This evaluation will support development of the project design criteria.

Task 2.4 - Field Survey and Easement Documents

Work under this task includes all surveying needed to prepare a survey base map identifying existing topography and planimetrics for the lift station site. The work to be performed is as follows:

- Place a One-Call Utility Locate as needed for the project.
- Research and determine the existing property/ROW lines within the project limits.
- Conduct a site topographic survey of project area. This survey will include but not be limited to existing improvements, property pins, underground utility locations, structures, trees, topography including high and low points (one-foot contours), and horizontal and vertical project control as needed to complete the design of this project.
- All fieldwork will be worked up and a basemap for the project will be developed in AutoCAD. All design drawings will be based on this basemap.
- Survey data will be in the State Plane NAD83, Colorado Central Zone coordinate system and include coordination of known property corners on or adjacent to the site.
- Anticipate preparation of legal descriptions for one permanent easement and one temporary easement with the Castlewood Ranch Metropolitan District

Task 2.5 - Geotechnical Investigation and Report

This proposal includes two new test holes at the proposed site for new or upgraded structures with the associated field visual inspection and laboratory testing of the material. The work

completed and results of the field and lab work will be summarized in a Geotechnical Engineering Report.

Task 2.6 - Utility Investigation with SUE Plan and Report

During this subtask, a thorough utility investigation at the lift station site will be completed. This includes identifying the necessary utilities to a Quality Level B (QLB) for utilities identified to be within the project extents. For utilities that the proposed upgrades will impact, Quality Level A (QLA) locating will be completed. For the purpose of this proposal and based on a review of the existing utilities on the provided drawings, two utilities located to QLA have been estimated. This investigation will be the basis for the Subsurface Utility Engineering (SUE) Report and plans.

Task 2.7 - Alternatives Analysis

Consor will develop and evaluate 2-3 options including a full upgrade of the existing lift station, full replacement of the existing lift station, and a hybrid approach that may include reusing and repurposing the existing lift station with expansion of the existing building or a new building. We will develop a detailed project specific scoring matrix for each alternative and work closely with CRW to weigh and score the identified parameters. This scoring matrix will provide a quantitative recommendation based on the attributes of each alternative.

Task 2.8 - Conceptual Design

The identified viable alternatives will be visually represented by conceptual drawings. These drawings will reflect the overall site and utility plans along with building and process plans. The designs will be progressed sufficiently to support preparation of cost estimates and for review of the alternatives to guide selection.

Task 2.9 - Prepare Engineer's Estimates of Probably Construction Costs (EEOPCCs)

Consor will prepare Class 4 EEOPCCs for the identified alternatives. These EEOPCCs will provide a budgetary level estimate of the construction costs associated with each alternative to help inform the alternative evaluation and the Town's selection of the preferred option.

Task 2.10 - Alternatives Analysis Report

Consor will prepare an Alternatives Analysis Report that will summarize all efforts within Task 2. This includes the project background review, evaluation of the existing facility, summary of field work, design calculations and criteria, developed alternatives, scoring matrices, conceptual design drawings, and EEOPCCs.

Task 2 Deliverables

- Notes from site visits
- Geotechnical Engineering Report
- SUE Report and Plans
- Alternatives Analysis Report

Task 3 - Preliminary Design Phase

Task 3.1 - Preliminary Design Drawings (50%)

Work under this task includes preparation of the preliminary design drawings for the project. This includes advancement to approximately the 50% design level that will primarily represent

the site layout and improvements, grading, utility plan, building footprint, building elevations, floor plan, process plan and isometric views, and electrical one-lines. The anticipated sheets at the 50% design milestone are identified in the provided draft drawing list. The 50% design drawings will be presented for Town review and comments.

Task 3.2 - Preliminary Technical Specifications (50%)

Utilizing the Town's standards and specifications as the basis, we will prepare preliminary technical specifications to cover the full scope of work of the project as represented by the preliminary design drawings. The technical specifications will be in Construction Specification Institute (CSI) format.

Task 3.3 - 50% EEOPCC

Utilizing the preliminary design drawing development, an updated EEOPCC will be prepared to support the Town's assessment of the anticipated construction costs with respect to the Town's budget for the project.

Task 3.4 - QC Revisions

Work under this task includes addressing the review comments developed during the Quality Control (QC) review process of the preliminary design package. This includes tracking all review comments with the corresponding revision and/or response. Consor's QC reviews are completed through Bluebeam Studio Sessions and the final QC reports are reported and archived within the project folder for auditing and reference during QC review at the next design milestone.

Task 3 Deliverables

- Preliminary Design Drawings
- Preliminary Technical Specifications
- 50% EEOPCC

Task 4 - Final Design Phase

Task 4.1 - Final Design Drawings (90%)

Work under this task includes preparation of the final design for the project. This includes development of temporary pumping requirements, constructability review, and phasing plans, if necessary. We will progress the design drawings to approximately the 90% level that will represent the full scope and scale of the project and typically all anticipated sheets are included in this package. The currently expected sheets for the 90% deliverable are in the draft drawing list provided. The 90% design drawings will be presented for Town review and comments.

Task 4.2 - Technical Specifications

Utilizing the Town's standards and specifications as the basis, we will prepare technical specifications to cover the full scope of work of the project. The technical specifications will be in Construction Specification Institute (CSI) format. Specifications will be provided in Microsoft Word format along with the 90% design drawings for review and comment by the Town.

Task 4.3 - 90% EEOPCC

Utilizing the final design package, a detailed EEOPCC will be prepared to support the Town's assessment of the project in relation to the budget. The 90% EEOPCC will generally align with the

developed bid tab to allow thorough review of contractor's bids during the bidding phase of the project.

Task 4.4 - Issued for Bid Documents

Work under this task includes completion of the final contract documents including plans and specifications. Proceeding from the completion of the final design, contract documents, plans, and specifications will be prepared for public bidding. The plans and specifications will conform to Town design standards. Town comments from the 90% design documents will be incorporated into the design.

Task 4.5 - QC Revisions

Work under this task includes addressing the review comments developed during the QC review process of the final design package. This includes tracking all review comments with the corresponding revision and/or response. Consor's QC reviews are completed through Bluebeam Studio Sessions and the final QC reports are reported and archived within the project folder for auditing purposes.

Task 4 Deliverables

- Electronic scalable set of plans (11 x 17-inch PDF format) at the 90% and issued for bid design milestones.
- Technical specifications at the 90% and issued for bid design milestones.
- Construction Bid Schedule and other contractual documents required for the bidding phase.
- EEOPCCs at the 90% design and issued for bid milestones.
- Design and Survey CAD files (AutoCAD format).

Task 5 - Regulatory Coordination and Approval

The Consor team will assist the Town in obtaining permits and approvals required for the project as listed below. It is assumed that the Town will pay all permit fees. Copies of all completed permits to be included in the appendices of the final construction contract documents.

Task 5.1 - CDPHE Initial Coordination

Consor will initiate discussions with the CDPHE during the alternatives analysis phase of the project. This early coordination will allow for any permitting or approval challenges as well as any site specific design criteria or potential variances to be identified early and accounted for throughout the design and approval phases.

Task 5.2 - Site Location Amendment Application and Approval

Consor will prepare the Site Location approval documents for a Site Location amendment. We will prepare the required documents as outlined within CDPHE's Regulation 22 and in conformance with the CDPHE's Wastewater Design Criteria Policy. Following submission of the Site Location amendment documents, we will coordinate closely with the CDPHE throughout the approval process. We anticipate one round of comments from the CDPHE with one resubmittal to address comments. No variance requests from design standards and regulations are currently anticipated.

Task 5.3 - Coordinate with CDPHE through Design Review and Approval

Once the CDPHE has issued the Site Location amendment, we will be required to issue final design plans and specifications for approval. Self-certification may also be an option but that cannot be determined yet. We will provide the CDPHE with the 90% plans and specifications as well as other required supporting documents. Consor will lead the communication for final design approval with the CDPHE and based on experience, expect no design revisions but rather clarification throughout this process.

Task 5.4 - TESC Manual

The Consor team will prepare a TESC Manual in accordance with the Town's criteria as well as in compliance with the Town's MS4 permit. The TESC Manual will guide erosion and sediment control measures throughout the duration of construction as well as for final restoration. The TESC Manual will also provide the framework for the selected contractor to apply for and receive their Construction Stormwater Discharge Permit from the CDPHE WQCD.

Task 5.5 - Planning, Zoning & Building Department Review and Approval

Consor and our team will lead the coordination and approvals through the Town of Castle Rock's Planning, Zoning & Building Departments. Depending on the alternative selected, an administrative approval through the Planning department may be required. We will lead early communication with the Planning department and based on no change in the use of the property, we anticipate an expedited submission and review. No public hearings or other more substantial efforts should be necessary. Our team will lead the coordination with the Zoning Division if additional land is necessary for the upgrades project. We currently anticipate these efforts to be limited to coordination with and that no approvals or rezoning would be required.

Following the 90% design, we will lead the coordination efforts with the Building Department in preparation for the Building Permit application. Typically, we will start this application process but will leave it to the selected contractor to obtain the actual permit. Our team will do the necessary code compliance checks throughout design to promote an efficient review by the Building Department.

Task 5 Deliverables

- Site Location Amendment Application
- TESC Manual
- Application and approval documents from Town of Castle Rock Planning and Building Departments

Task 6 - Bid Phase Services

The Consor team will assist the Town in requesting, attaining, and reviewing bids from qualified contractors.

Task 6.1 - Attend Pre-Bid Conference

Consor will have three members of our team attend the in-person pre-bid conference. We anticipate that the Town will prepare the agenda and lead the meeting. We will provide an overview of the design and design documents during the meeting.

Task 6.2 – RFI and Addenda Coordination

Consor will support the responses to contractor questions throughout the bidding process by providing draft responses to questions related to the design or design documents. We anticipate that the Town will lead compiling the responses and issuing the associated addenda.

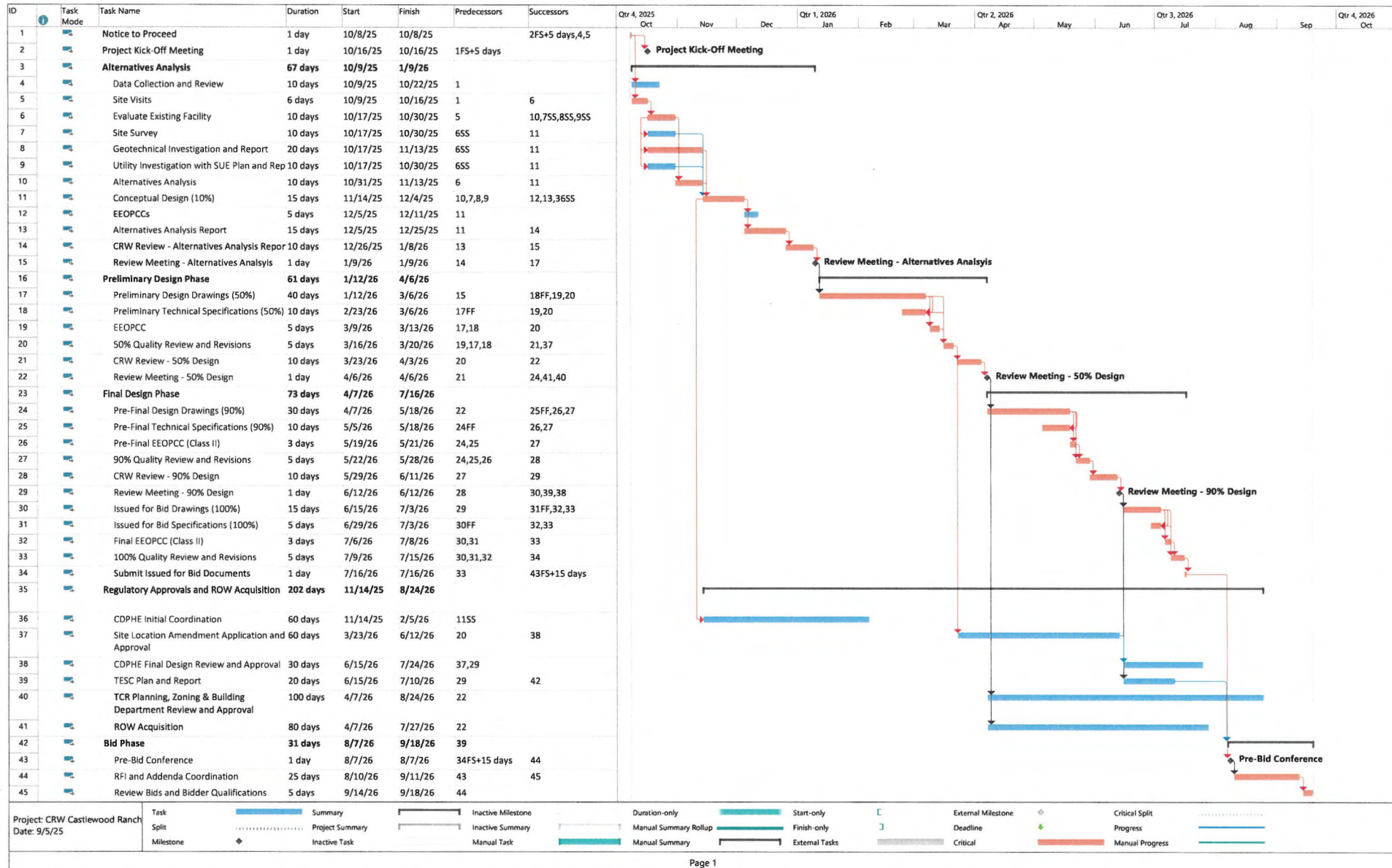
Task 6.3 – Review Bids and Bidder Qualifications

Our team will support the town in reviewing the received bids for completeness, price abnormalities, and overall best value. If necessary, we will support the Town in reaching out the contractor references to assess historic performance.

Task 6 Deliverables

- Draft responses to RFIs
- Reviewed bid tab with comments

Our proposed project schedule and anticipated drawing list are included on the following pages.



Castle Rock Water
Castlewood Ranch Lift Station Upgrades
Preliminary Sheet List
9/3/2025

Disciplines		Designator	
GENERAL	G	0XX	GENERAL
EROSION CONTROL	EC	1XX	PLANS
CIVIL	C	2XX	ELEVATIONS
FLOODPLAIN DEVELOPMENT	F	3XX	SECTIONS
STRUCTURAL	S	4XX	LARGE SCALE VIEWS
ARCHITECTURAL	A	5XX	DETAILS
PROCESS	D	6XX	SCHEDULES AND DIAGRAMS
MECHANICAL	M	7XX	USER DEFINED
PLUMBING	P	8XX	USER DEFINED
ELECTRICAL	E	9XX	3D REPRESENTATION
I&C	I		

GENERAL			Notes:	Consultant:	Design Lead:	10%	50%	90%
1	G-001	Cover Sheet and Vicinity and Location Maps		Consor		X	X	X
2	G-002	Index of Drawings		Consor		X	X	X
3	G-003	Standard Abbreviations		Consor		X	X	X
4	G-004	General Symbols		Consor			X	X
5	G-005	General Notes		Consor			X	X
6	G-006	Project Control and Survey		Consor			X	X
7	G-007	Legends		Consor			X	X
8	G-008	Bore Log Data		Consor			X	X
CIVIL			Notes:	Consultant:	Design Lead:	10%	50%	90%
9	C-100	Civil Existing Site & Demo Plan		Consor		X	X	X
10	C-101	Civil Site And Grading Plan		Consor		X	X	X
11	C-102	Utility Plan and Profiles		Consor		X	X	X
12	C-500	Civil Details - 1		Consor			X	X
13	C-501	Civil Details - 2		Consor			X	X
STRUCTURAL			Notes:	Consultant:	Design Lead:	10%	50%	90%
14	S-000	General Notes		Repella			X	X
15	S-100	Structural Demo Plan		Repella			X	X
16	S-101	Foundation Plan		Repella			X	X
17	S-102	Roof Framing Plan		Repella			X	X
18	S-500	Structural Details - 1		Repella				X
19	S-501	Structural Details - 2		Repella				X
ARCHITECTURAL			Notes:	Consultant:	Design Lead:	10%	50%	90%
20	A-000	General Notes		Eidos		X	X	X
21	A-100	Floor Plan and Code Check		Eidos		X	X	X
22	A-200	Elevations		Eidos		X	X	X
23	A-300	Building & Wall Sections		Eidos			X	X
24	A-500	Architectural Details - 1		Eidos				X
25	A-501	Archetctural Details - 2		Eidos				X
MECHANICAL			Notes:	Consultant:	Design Lead:	10%	50%	90%
26	D-100	Mechanical Demo Plan		Consor		X	X	X
27	D-101	Process Plans		Consor		X	X	X
28	D-300	Process Isometrics		Consor		X	X	X
29	D-301	Process Sections		Consor			X	X
30	D-500	Process Details - 1		Consor				X
31	D-501	Process Details - 2		Consor				X
32	D-502	Process Details - 3		Consor				X
HVAC			Notes:	Consultant:	Design Lead:	10%	50%	90%
33	M-100	HVAC Plan		Consor			X	X
34	M-300	HVAC Section		Consor			X	X
35	M-600	HVAC Airflow Schematic/Sequence of Operations		Consor				X
36	M-601	HVAC Schedules		Consor				X
ELECTRICAL			Notes:	Consultant:	Design Lead:	10%	50%	90%
37	E-000	Electrical Symbols and Abbreviations		BHEC			X	X
38	E-001	Electrical One-Line		BHEC			X	X
39	E-100	Electrical Site Plan		BHEC			X	X
40	E-101	Electrical Power Plan		BHEC			X	X
41	E-102	Electrical Lighting Plan		BHEC				X
42	E-300	Electrical Sections		BHEC				X
43	E-500	Electrical Details		BHEC				X
44	E-600	Panel Schedule		BHEC				X
INSTRUMENTATION AND CONTROL			Notes:	Consultant:	Design Lead:	10%	50%	90%
45	I-100	PLC/SCADA Network Diagram		BHEC				X
46	I-600	P&ID - Mechanical		BHEC		X	X	X
47	I-601	P&ID - HVAC		BHEC				X

PROPOSED FEE

Below is a fee breakdown summary followed by our detailed fee estimate and hourly billing rate for all job classifications.

Castlewood Lift Station 1 Upgrades

Task	Conсор Direct Labor	Subconsultant Total	Reimbursement Total	Subtotal
1 - Project Management	\$39,439		\$344	\$39,783
2 - Alternatives Analysis	\$65,270	\$46,970	\$582	\$112,822
3 - Preliminary Design Phase	\$47,026	\$29,700	\$936	\$77,662
4 - Final Design Phase	\$74,495	\$47,355	\$1,440	\$123,290
5 - Regulatory Coordination & Approval	\$29,639	\$3,850	\$252	\$33,741
6 - Bid Phase Services	\$6,696			\$6,696
			TOTAL	\$393,993

2025 Billing Rates

Classification	Rate	Classification	Rate
Principal Engineer VI	\$ 299.20	Construction Manager VI	\$ 223.20
Principal Engineer V	\$ 296.10	Construction Manager V	\$ 205.20
Principal Engineer IV	\$ 280.80	Construction Manager IV	\$ 194.40
Principal Engineer III	\$ 262.80	Construction Manager III	\$ 177.30
Principal Engineer II	\$ 248.40	Construction Manager II	\$ 163.80
Principal Engineer I	\$ 236.70	Construction Manager I	\$ 145.80
Professional Engineer IX	\$ 231.30	Inspector VII	\$ 205.20
Engineering Designer IX	\$ 223.20	Inspector VI	\$ 189.00
Professional Engineer VIII	\$ 221.40	Inspector V	\$ 171.00
Engineering Designer VIII	\$ 211.50	Inspector IV	\$ 159.30
Professional Engineer VII	\$ 208.80	Inspector III	\$ 142.20
Engineering Designer VII	\$ 201.60	Inspector II	\$ 126.90
Professional Engineer VI	\$ 199.80	Inspector I	\$ 109.80
Engineering Designer VI	\$ 191.70	Principal III	\$ 329.40
Professional Engineer V	\$ 186.30	Principal II	\$ 288.00
Engineering Designer V	\$ 180.00	Principal I	\$ 253.80
Professional Engineer IV	\$ 175.50	Project Manager IV	\$ 245.70
Engineering Designer IV	\$ 175.50	Project Manager III	\$ 234.00
Professional Engineer III	\$ 171.00	Project Manager II	\$ 208.80
Engineering Designer III	\$ 171.00	Project Manager I	\$ 182.70
Engineering Designer II	\$ 156.60	Project Coordinator IV	\$ 164.70
Engineering Designer I	\$ 144.90	Project Coordinator III	\$ 153.00
Technician IV	\$ 170.10	Project Coordinator II	\$ 136.80
Technician III	\$ 152.10	Project Coordinator I	\$ 120.60
Technician II	\$ 131.40	Quality Control Specialist	\$ 171.00
Technician I	\$ 111.60	Survey Party Chief	\$ 114.30
Administrative III	\$ 120.60	Survey Technician III	\$ 104.40
Administrative II	\$ 111.60	Survey Technician II	\$ 94.50
Administrative I	\$ 98.10	Survey Technician I	\$ 83.70
Cost Estimator III	\$ 274.50	Planner II	\$ 134.10
Cost Estimator II	\$ 219.60	Planner I	\$ 99.00
Cost Estimator I	\$ 164.70	Scientist V	\$ 134.10
Construction Manager X	\$ 281.70	Scientist IV	\$ 118.80
Construction Manager IX	\$ 262.80	Scientist III	\$ 114.30
Construction Manager VIII	\$ 248.40	Scientist II	\$ 99.00
Construction Manager VII	\$ 240.30	Scientist I	\$ 83.70

CON-2025-0521



EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2025

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 MARSH USA LLC 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN144764051-GAUWP-24-25 W25287 6CO.00	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company INSURER B : N/A INSURER C : National Fire Insurance Company INSURER D : Axis Surplus Insurance Company INSURER E : N/A INSURER F :
INSURED Conzor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126	NAIC # 20443 N/A 20478 26620 N/A

COVERAGES**CERTIFICATE NUMBER:**

SEA-004160622-01

REVISION NUMBER: 7

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y Y	7095110478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y Y	7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	7095135476 (AOS) 7095140595 (CA)	12/31/2024 12/31/2024	12/31/2025 12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof & Environmental Liability		EBZ634816/01/2024 SIR: 500,000	12/31/2024	12/31/2025	Per 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: Client project number: CON-2025-0521; Consor project number: W252876CO.00

The Town, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town are included as additional insured where required by written contract with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability.

CERTIFICATE HOLDER**CANCELLATION**Town of Castle Rock, CO
100 N. Wilcox Street
Castle Rock, CO 80104

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC*Danisha Flowers*

© 1988-2016 ACORD CORPORATION. All rights reserved.