



**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT**

**(Construction Management and Inspection Services for the Fifth Street Improvements Phase I  
Project – Public Works)**

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

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

**EMPRISE CONCEPTS, LLC**, a Colorado limited liability company, 31553 Snowshoe Road, Evergreen, Colorado 80439 ("Consultant").

**RECITALS:**

- I. The Town issued a Request for Proposals from qualified consultants with expertise in construction management services.
- II. Consultant timely submitted its Proposal.
- III. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

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

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed \$1,134,543.30, unless authorized in writing by Town.

3. **Term/Completion.** The term of this Agreement shall commence upon execution of this Agreement and expire on December 31, 2027 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph 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, 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, 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. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent consultants, 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, 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 and recover its reasonable attorney's fees and costs in such legal action. In addition, no party will be entitled to lost profits, economic damages, or 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.



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. **Digital Accessibility.** Contractor 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, Contractor 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.

22. **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.

23. **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.

24. **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.

25. **Independent Consultant.** Consultant and the Town hereby represent that Consultant is an independent Consultant 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 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:**

\_\_\_\_\_  
Sarah Jean Rodger, Assistant Town Attorney

\_\_\_\_\_  
David L. Corliss, Town Manager

**CONSULTANT:**

EMPRISE CONCEPTS, LLC

By: Preston Petty  
A blue digital signature stamp is overlaid on the name "Preston Petty". The stamp contains the following text: "Digitally signed by Preston Petty", "DN: cn=CA", "Email=prestonpetty@empirerock.com", "c=US", "ou=Empire Concepts, LLC", "ou=Preston Petty", "Serial=2025-03-22 17:09:32-0500".

Its: Principal



**EXHIBIT 1**

**SCOPE OF SERVICES AND FEE SCHEDULE**

### 3 Project Approach

Our Team will follow Town of Castle Rock's processes effectively, are adept at managing the contractor, and will deliver this project successfully. Our approach to this project includes the following key elements:

## PROJECT KICKOFF

### Initial Project Meeting

Emprise Contract Manager, Bob, will communicate with Austin and Andrew on project scope, goals, budget, and schedule to identify objectives, and constraints.

### Responsibilities

Bob, PM, and Kent, PE, will work with Austin and Andrew to define roles, responsibilities, start up, and documentation. All tasks will be accounted for including, but not limited to:

- CDOT Forms: 103s, 266s, 7s, 105s
- COCs, CTRs, MHTs, Submittals, Transmittals, Shop Drawings, SWMP/ GESC Management, Schedule Review, As-Builts, Punchlist
- Pay Estimates, Material Documentation, BABA, B2G, LCP Tracker, ProjectWise, Photo and Drone Documentation, Closeout

## CONTRACT MANAGEMENT

### Communication

Our Team knows communication with Castle Rock management and our sub-consultants is vital to success. We will continually meet with both to discuss current needs and forecast future needs.

### Monitoring & Status

We will continually monitor budget, schedule, and resources and keep Castle Rock apprised to facilitate an environment of open communications.

### ORGANIZED & PREPARED

**The Emprise Way of Start Up** – Emprise has standardized and streamlined the processes of "Project Start Up" through a project engineer kick start guide. This includes workflows and standardized ways of doing things such as setting up drives for photo downloads, file structures and standardized forms and software access. This eliminates the guesswork of starting up a project and reduces the time and cost on project start-up.

**The Emprise Standardization of Project Documentation** – Over the last five years on a variety of projects of all sizes, Emprise has embraced process standardization as a key component of our projects' success, setting us uniquely apart from other consulting firms. A Team of our experienced professional engineers with decades of experience have consolidated and synthesized their best practices to create a cohesive project management infrastructure that can be scaled and customized to meet the needs of any project. Our project management infrastructure meets the highest standard of excellence for project delivery and was designed with the end in mind. Our standards ensure all documentation is accounted for and maintained while simplifying project closeout and ensuring a uniform delivery of excellence from any Emprise project. We close out projects in real-time, saving our clients both time and budget. Many of our processes were honed on US 85 Widening – Highlands Ranch Parkway to Dad where Kent Austin created many of our workflows and forms that we adopted company-wide.

Another key to successful change management is utilizing previous experience, which Kent will do by providing an in-depth review of the contractor's actual performance to their baseline schedule with Ace Duyao's assistance. This helps avoid any unforeseen conflicts with project work items, resources, and project completion and identifies schedule delays early, and provides solution-driven feedback. Our holistic management approach allows the construction management team to manage the project and complete the project on time effectively.

## CONSTRUCTION MANAGEMENT

### Budget & Change Management

We will use sophisticated project budget spreadsheets, updated monthly, to forecast construction budget to make critical project decisions. Kent has experience in the entire pay estimate procedure (reconciling over 550 pay items on the US 85 project monthly) and change orders (over 60 change orders created on the US 85 project), negotiations with the contractor, and is proficient in all necessary documentation to record contractual changes.

### Compliance

Kent will use B2G and LCPTracker for all civil rights compliance all in accordance with CDOT practices.

### Safety and Traffic Management

Kent has reviewed and signed MHTs, including as the EIRC, throughout his entire career.

### Schedule Review

Ace Duyao will perform CPM schedule reviews and analysis. Ace, a licensed Professional Engineer and former scheduler for one of the largest contractors in the world, has over 10 years of experience creating and managing scheduled in both P6 and Microsoft Project.

## INSPECTION & TESTING

### Fully Integrated

The Emprise Team is well-rounded in Construction Management (CM) and will fully integrate with the Town to maintain a united project Team. We are dedicated to this project and understand work often happens outside Monday through Friday business hours.

### Standards & Specs

We understand the importance of knowing and using our references to succeed. This Team will take pride in knowing every detail of the project and efficiently identifying non-compliance.

### Materials

Luke Matthias will conduct materials testing and documentation according to the latest CDOT standard specifications, Field Materials Manual (FMM), project special provisions, and the construction manual. He will be on-site daily when contractor production is occurring, communicating with the CM Team and contractor to facilitate required testing frequencies. Luke will maintain documentation and keep the Form 250 updated as needed, manage BABA, and to make project closeout seamless. He will schedule IAT testing as required by the Form 379 for the project. CJ Schaffer, who is the lead material tester on the Crystal Valley Interchange (CVI) project, will support Luke with materials documentation monitoring, oversight, and mentoring as needed.

## DOCUMENTATION & FINAL CLOSEOUT

### Understanding CDOT

Emprise Concepts has been built around serving CDOT. We know and understand the CDOT Local Agency Manual and documentation requirements on a project startup, daily, monthly, and closeout basis, and we will continue to use our lessons learned on other projects to strive for continual improvement.

### Finals Process

Emprise has developed their own standardized process for document control, which allows us to "final as we go." This procedure includes file structure, naming conventions, document tracking, punchlist generation, Bluebeam Sessions (As-Built plans), and project photo structure. The process allows for regular uploads to ProjectWise (part of our monthly process) and ensuring all required documentation is up-to-date.

"I cannot thank you enough for your commitment to deliver the best on a project of this scale. It's a true testament of your communication, scheduling, management, and inspections skills to cover and deliver 14 Bridges, 60 Walls, 26 Sign Structures, and 15 drainage structure in three years!"

— Jacob O'Brien, PE | CDOT R1 Staff Bridge

## 3 Project Approach

## SUCCESSION PLANNING

Emprise takes a unique approach to succession planning. Although Emprise has an industry-leading retention percentage, our Team prepares for the unexpected. Our Project Principal, Preston, a licensed engineer, is not assigned to any project and is ready to step in if needed, whether for a day or the remainder of the project. Our senior management is structured to ensure redundancy in performing Preston's duties if necessary.

Emprise has additional experienced personnel to address unforeseen needs and collaborates with our subconsultant to identify backup options. For this project, we have identified personnel who are available to step into key roles as needed.

- **Nick Bruce, PE, EIRC** – Nick has previously served as a project engineer and EIRC and has 12 years of experience.
- **Andy Sowinski, Senior Inspector** – Andy has over 30 years of experience inspecting and working as a superintendent for a contractor all throughout Colorado. He is a subject matter expert in utility installations, relocation, and issue resolution.
- **Ethan Olson, Inspector** – Ethan has 14 years of experience as an inspector. He has experience with bridge structures, asphalt paving, and concrete flatwork.

**OUR TEAMING PARTNERS ARE FULLY COMMITTED TO SUPPORTING THE PROJECT WITH ADDITIONAL STAFFING AS NECESSARY.**

### ADDED VALUE

**EMPRISE GOES ABOVE & BEYOND TO EMPOWER & SUPPORT OUR CLIENTS AT EVERY STEP.**

- **Flexible Staffing** – Recently, the Emprise Team supplemented CDOT staff to fill a night inspection position when CDOT added work more than four months after our original scope was completed. Emprise provided the necessary staff to finish the project successfully.
- **Subcontractor Selection** – By selecting Ground as our testing subconsultant, we have selected a subconsultant who is already familiar with the Town and has staff nearby on the Greenland Wildlife and the Crystal Valley projects. This will allow sharing of knowledge, manpower, equipment, and resources, saving the Town money. Our team will be able to use the material lab for the CVI and the Greenland projects.
- **Innovation** – Emprise is always looking to perform our work more efficiently and leverage innovative tools to drive quality. On the Federal Blvd. 49th to 91st project, we successfully piloted Moasure, a motion-sensitive device that accurately measured flatwork items like curb, gutter, ramps, and sidewalks. This allowed our team to reconcile quantities with the contractor in real time, match production pace, and accelerate month-end estimate closeouts. With the success on Federal Blvd., we plan to use Moasure on this project.
- **Cost Savings** – Kent's expertise as a Project Engineer enables him to manage this project efficiently. He has the trust and support of his Senior Inspector, Jeff, who is highly capable of managing both field operations and some office duties. While Kent remains fully committed and available to the project, his time allocation will be aligned with the project's evolving needs, whether on a full-time or part-time basis. This flexible approach is expected to yield significant cost savings for the Town in construction management services.

## UNDERSTANDING OF CRITICAL ISSUES

Emprise will provide the Town with an experienced, highly efficient team that is dedicated to meeting every project goal and providing the community with a safe, high-quality project. We will enforce the requirements for maintaining traffic, erosion control, safety, and stakeholder engagement.

### Water Line Relocation

Coordinating with residents and Castle Rock Water, along with planning the work to minimize outages, is imperative to ensure a successful project. Residents want upgraded infrastructure but will need to have advance notice of outages to plan their daily lives. Our team understands what is required to keep residents in the loop and informed.

### PROACTIVE COORDINATION

On the 6th and Wadsworth project last summer, Jeff met with individual homeowners when it was necessary to shut down their water service to install new water taps. Having this personal contact allowed the residents to have a direct route to inquire about their specific service and a quick way to alert the resident if an unavoidable delay to the schedule should occur.



### 3 Project Approach

#### Cement Treated Subgrade

Cement Treated Subgrade (CTS) is a delicate item to incorporate into a roadway prism. It takes dedication from the Contractor and/or their subcontractors to properly prepare and place CTS to achieve the intent of the roadway design. If proper proportions are not adhered to, the roadway will most likely not perform as desired, thus shortening the life of the road and requiring premature maintenance.

#### CTS EXPERTISE

Each member of our proposed project team, all have past experience with CTS. All aspects from ensuring the subgrade is prepared and ready to receive CTS, to proper mixing and compaction will be diligently inspected and tested to achieve the best possible product. Most recently, Kent incorporated CTS in a portion of the US 85 roadway. The product was added by change order, which Kent composed with acceptance from Douglas County and CDOT, due to unanticipated poor subgrade conditions.

#### Structural Walls

The project includes a single soil nail wall with a cast-in-place concrete facing, 1200 LF of MSE walls that are up to 28 ft in height, and a 700 LF gravity block wall. Potential issues during wall construction include encountering unsuitable soil conditions, backfill material delivered that doesn't meet specification, and failing soil nail verification testing. Having a team that has already seen these issues and know how to proceed through them can keep the project on-track. Jeff and Kent have extensive experience with structural wall inspection and Emprise has a team ready to support them if needed. In addition to inspection of all the types of walls present on this project, Emprise employs both Geotechnical engineers and former contractors who have built and designed wall systems. Our team can quickly review a contractor's submittal, bring an expert on-site to answer questions or review a potential issue.

#### EXPERIENCE WITH STRUCTURAL WALLS

Inspection of 16k SF of gravity walls on the Arvada 72nd Ave project, MAMSIP Wall project, Essential walls project, Inspection of 26,524 LF precast, MSE, and soil nail walls on the I-25 GAP project.



#### Utility Construction

Emprise understands the potential for delays and cost overruns, due to delayed relocation, finding unknown utilities, or utilities relocated into the wrong location. A project of this magnitude could likely encounter utility issues. How they are handled will be the difference between success and added costs, delays, and frustration.

#### UTILITY COORDINATION EXPERTISE

We are proactive in finding solutions to keep the project moving and mitigating delays. Emprise has experience on several projects with multiple utilities and utility conflicts including I-25 GAP, Alameda over Platte River, and US 85 where Emprise's Andy Sowinski is leading the utility inspection and coordination. Kent, Jeff, and other Emprise members also have extensive experience working with utility owners, particularly CDOT Fiber Optic, CORE Electric, Centruylink-Lumen, Comcast, MCI/Verizon, and Zayo.



### 3 Project Approach

#### Traffic Control & Safety

Fifth Street experiences over 11,000 vehicles per day. These motorists need a safe, well-delineated work zone and clear messaging that describes changes in traffic patterns, detours, and potential hazards.

#### PROJECT SAFETY IS CRITICAL

Proper planning, existing signal modifications, and well-designed phasing plans, coupled with a Team that understands the intricacies of traffic control, will provide the traveling public with a safe daily commute. The entire Emprise Team has experience in working on high volume roadways, having worked on multiple projects on I-70, I-270, I-25, and US 85 as well as major and minor arterials that resemble Fifth Street. We have experience working in adverse conditions and understand the attention to detail and safety required to ensure a safe project. We have the experience and proven ability to ensure contractors perform in a safe manner. Our Team will monitor the work zone regularly to ensure that the proper MHT's are followed and that all devices are set up properly and working. Emprise's empowers every Team member to make safety the highest priority and backs our Team members' decisions.



#### Maintaining Access

During the water line installation, wall installation, and asphalt paving it will be imperative to maintain access to the St. Francis Church, Valley Drive, Castle Crest Drive, and several private driveways.

#### ENSURE TRAFFIC FLOW

Detailed phasing plans, coupled with strong communication from the Team to these stakeholders, similar to what is in place on US 85 will be required to maintain these accesses. We will work with the contractor to ensure and operations will not restrict access. Emprise has led several urban projects including Wadsworth Boulevard and Kipling Avenue, which was reconstructed in front of several schools, the Denver Federal Center, and the Jeffco Stadium. Emprise coordinated with school officials, ensuring traffic flowed during drop-off and pick-up, ensuring buses and parents could reach school.

#### Public Information & Stakeholder Involvement

This project has business access as well as citizens' homes directly in the project limits or adjacent to the project. All of these are important contacts with the public and stakeholders that Kent and Emprise know are crucial to project success as well as long term credibility for Castle Rock, including:

- Douglas County
- Castle Rock Water
- Verizon
- CORE Electric
- Local Neighborhoods
- St. Francis of Assisi
- Emergency Responders including Castle Rock Fire & Rescue
- Zayo

#### KEEPING THE TRAVELING PUBLIC & STAKEHOLDERS INFORMED

A key to success on a project is keeping clients and stakeholders up-to-date with relevant information, as well as understanding the needs of stakeholders. Kent will take a proactive approach to ensure that the affected property owners, the neighborhoods have the most up-to-date information. Kent is well versed in public relations with stakeholders and the traveling public. He has spoken either as the point person or a support role in countless public meetings, politician meetings for city, county and state officials as well as interviews for television, print and social media. Public relations can also be as simple as a phone call or talking to a motorist that stopped on the road. Kent has always made time for individual businesses and citizens to hear their concerns or see how the project can best accommodate their needs. Since safety is always first, Kent will work with local emergency/ first responders to ensure they are always informed of project traffic configurations and happenings so they can make the best decisions possible to execute their job.

**Exhibit B**

**Emprise Concepts - Fee Estimate**

	Kent Austin	Jeff Allen	Ethan Olson	Bob Smith	Ace Duryao	Invoicing	Mike Wasinger	Luke Mathias	Testing Supervision		
<b>Billing Rate</b>	\$ 176.95	\$ 124.76	\$ 113.18	\$ 266.00	\$ 165.30	\$ 159.00	\$ 129.65	\$ 85.00	\$ 190.00		
	<b>Individual Hours</b>									<b>Total Hours</b>	<b>Loaded Labor</b>
<b>1.0 Preconstruction Services</b>											
1.1 Project Setup	40	30								70	\$ 10,820.80
1.2 Preconstruction Conference	20	8	4	4						36	\$ 6,053.80
1.3 Submittal Review	60	60								120	\$ 18,102.60
<b>2.0 Construction Inspection</b>											
2.1 Inspection	250	800	1300							2350	\$ 291,179.50
2.2 Quantity Documentation	500	900	300							1700	\$ 234,713.00
2.3 Pay Application	400	500	80							980	\$ 142,214.40
2.4 Weekly Meetings	150	130	100	20						400	\$ 59,399.30
3.4 Drone Flights							300			300	\$ 38,895.00
2.5 Schedule Review					104					104	\$ 17,191.20
<b>3.0 Material Testing</b>											
3.1 Field Testing								1200		1200	\$ 102,000.00
3.2 Documentation								750		750	\$ 63,750.00
3.3 Compliance (CTRs & COCs)								583		583	\$ 49,555.00
3.4 Engineering Supervision									190	190	\$ 36,100.00
3.5 Laboratory Testing										0	\$ 32,214.00
<b>4.0 Final Inspection and Documentation</b>											
4.1 As-Builts	40	40								80	\$ 12,068.40
4.2 Final Inspection & Punchlist	30	30								60	\$ 9,051.30
<b>5.0 Invoicing</b>											
5.1 Contract & Invoicing						40				40	\$ 6,360.00
<b>Hours Subtotal:</b>	1,490	2,498	1,784	24	104	40	300	2,533	190	8,963	

**Notes:**

Estimated hours based on anticipated schedule after notification of award. Actual Hours will be based on project needs in consultation with Castle Rock Project Manager.

**Emprise Concepts**

Loaded Labor: \$ 807,154.30

**Ground (Testing)**

Loaded Labor: \$ 251,405.00

Lab Testing \$ 37,089.00

**Conсор (Drone Flights & ITS)**

Loaded Labor: \$ 38,895.00

**Total Fee: \$ 1,134,543.30**

CON-2025-0381

**EXHIBIT 2**

**CONSULTANT'S CERTIFICATION OF INSURANCE**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/01/2025

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.

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.

Table with 2 main columns: PRODUCER (USI Insurance Services, LLC) and INSURED (Emprise Concepts, LLC). Includes contact info for Leticia Ortiz and a list of insurers (Twin City Fire, Property and Casualty, XL Specialty).

COVERAGES CERTIFICATE NUMBER: 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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions:

Table with 2 columns: CERTIFICATE HOLDER (Town of Castle Rock) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).