

**FOURTH AMENDMENT TO THE TOWN OF CASTLE ROCK  
 SERVICES AGREEMENT  
 (6400 East Tributary at Paintbrush Park, Phases 1 and 2 – Castle Rock Water)**

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**THIS FOURTH AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT** (the “Fourth Amendment”) is made and entered into this   5<sup>th</sup>   day of   May  , 2026, by and between **J-U-B ENGINEERS, INC. (doing business as ANDERSON CONSULTING ENGINEERS, INC.)**, an Idaho corporation, whose principal office address is 2760 W Excursion Lane, Suite 400, Meridian, Idaho 83642 (“Contractor”), and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 North Wilcox Street, Castle Rock, Colorado 80104 (the “Town”) (collectively, the Town and Contractor are referred to as the “Parties” and each party may be referred to individually as a “Party”).

**RECITALS:**

- I. The Town and Contractor entered into the Town of Castle Rock Services Agreement (6400 East Tributary at Paintbrush Park, Phases 1 and 2 – Castle Rock Water) on February 13, 2023, the First Amendatory Agreement thereto on September 13, 2023, the Second Amendatory Agreement thereto on January 16, 2025, and the Third Amendatory Agreement thereto on December 29, 2025 (collectively referred to herein as the “Agreement”), attached hereto as ***Exhibit A-4***.
- II. The Parties desire to amend the Agreement to revise the payment section, update the scope of services, and extend the Term of the Agreement..
- III. The Parties wish to memorialize these changes in this Fourth Amendment. The Parties agree that there are no other changes being made to the Agreement in this Fourth Amendment other than as set forth below.

**TERMS:**

1. **Effective Date.** This Fourth Amendment is effective as of the date stated in the preamble contained herein (the “Effective Date”).
2. **Amendment.** Section 1 of the Agreement is amended to read as follows:
  - “1. **Scope of Services.** Contractor shall provide engineering services as set forth on ***Exhibit 1*** to the Agreement, ***Exhibit B-1*** to the First Amendment, and ***Exhibit B-4*** to the Fourth Amendment (“Services”). Contractor shall complete the Services consistent with standards and practices of the profession.”
3. **Amendment.** Section 2 of the Agreement is amended to read as follows:
  - “**Payment.** Contractor shall invoice the Town for the Services rendered in accordance with the rates and fee schedule set forth in ***Exhibit 1*** to the Agreement, ***Exhibit B-1*** to the First Amendment, and ***Exhibit B-4*** to the Fourth Amendment (“Services”). The Town shall pay such invoices within thirty (30) days receipt of



such invoice. In no event shall the total payment to the Contractor under this Agreement for the Term exceed **\$627,545.00**, unless authorized in writing by Town.”

4. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“3. **Term/Completion.** The Parties agree to extend the Term of this Agreement by one (1) year, with an expiration date of **December 31, 2027** (the “Term”) under the same terms and conditions of the Agreement, unless otherwise amended. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor 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.

The Town shall have the right to terminate this Agreement at any time with thirty (30) days’ written notice to Contractor. 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. Contractor shall turn over all work product produced up to the date of termination.”

5. **Certificate of Insurance.** An updated Certificate of Insurance for the Contractor is attached as *Exhibit C-4*.
6. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-4 – AGREEMENT

EXHIBIT B-4 – UPDATED SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-4 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

**[SIGNATURE BLOCK TO FOLLOW]**



To evidence their assent to this Fourth Amendment and its exhibits, the Parties hereby execute and deliver this Fourth Amendment as of the Effective Date.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

**Approved as to content:**

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

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

**CONTRACTOR:**

**J-U-B ENGINEERS, INC.**

By: \_\_\_\_\_  
(Signature)

Dan Tuttle  
\_\_\_\_\_  
(Print Name)

Its: Area Manager  
\_\_\_\_\_  
(Title)

**EXHIBIT A-4**

**AGREEMENT**

CON-2025-0730

**THIRD AMENDMENT TO TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(6400 East Tributary at Paintbrush Park, Phases 1 and 2 – Castle Rock Water)**

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**THIS THIRD AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT** (the “Third Amendment”) is made and entered into this 29<sup>th</sup> day of December, 2025 by and between **J-U-B ENGINEERS, INC. (doing business as ANDERSON CONSULTING ENGINEERS, INC.)**, an Idaho corporation, whose principal office address is 2760 West Excursion Lane, Suite 400, Meridian, Idaho 83642 (“Contractor”), and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 North Wilcox Street, Castle Rock, Colorado 80104 (the “Town”) (collectively, the Town and Contractor are referred to as the “Parties” and each party may be referred to individually as a “Party”).

**RECITALS:**

- I. The Town and Contractor entered into a Town of Castle Rock Services Agreement on February 13, 2023, the First Amendatory Agreement thereto on September 12, 2023, and a Second Amendment Agreement thereto on January 16, 2025 (collectively, the “Agreement”), attached hereto as *Exhibit A-3*.
- II. The Parties desire to amend the Agreement to extend the Term of the Agreement.
- III. The Parties wish to memorialize these changes in this Third Amendment. The Parties agree that there are no other changes being made to the Agreement in this Third Amendment other than as set forth below.

**TERMS:**

1. **Effective Date.** This Third Amendment is effective as of the date stated in the preamble contained herein (the “Effective Date”).
2. **Amendment.** Section 3 of the Agreement is amended to read as follows:

**“ Section 3. Term/Completion.** The Parties agree to extend the term of this Agreement by one (1) year, with an expiration date of **December 31, 2026** (the “Term”) under the same terms and conditions of the Agreement, unless otherwise amended. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor 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.

The Town shall have the right to terminate this Agreement at any time with 30 days’ written notice to Contractor. 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. Contractor shall turn over all work product produced up to the date of termination.”

CON-2025-0730

3. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor is attached as *Exhibit B-3*.

4. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-3 – AGREEMENT

EXHIBIT B-3 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

To evidence their assent to this Third Amendment and its exhibits, the Parties hereby execute and deliver this Third Amendment as of the Effective Date.

**ATTEST:**

DocuSigned by:

*Lisa Anderson*

Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

Signed by:

*David L. Corliss*

David L. Corliss, Town Manager

**Approved as to form:**

Signed by:

*Kaitlin Parker*

Kaitlin Parker, Assistant Town Attorney

**Approved as to content:**

Signed by:

*Mark Marlowe*

Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

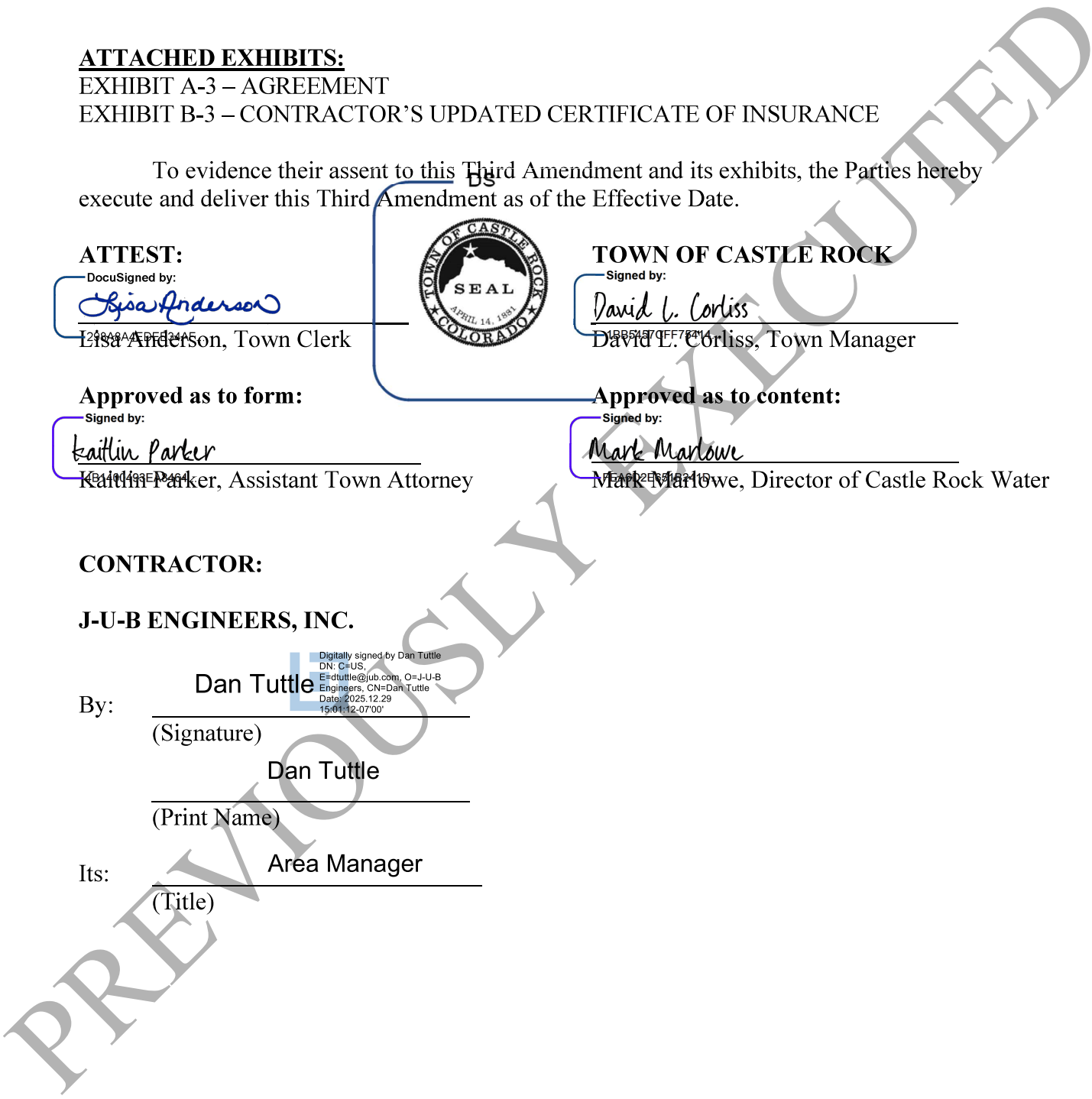
**J-U-B ENGINEERS, INC.**

By: Dan Tuttle  
(Signature)

Dan Tuttle  
(Print Name)

Its: Area Manager  
(Title)

Digitally signed by Dan Tuttle  
DN: C=US,  
E=dtuttle@jub.com, O=J-U-B  
Engineers, CN=Dan Tuttle  
Date: 2025.12.29  
15:01:12-07'00'



CON-2025-0730

**EXHIBIT A-3**

AGREEMENT

PREVIOUSLY EXECUTED

CON-2024-0588



**SECOND AMENDMENT AGREEMENT**  
**(6400 East Tributary at Paintbrush Park, Phases 1 and 2 – Castle Rock Water)**

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**DATE:** 1/16/2025 | 12:33 PM MST

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

**ANDERSON CONSULTING ENGINEERS, INC.**, a Colorado corporation, 375 East Horsetooth Road, Building 5, Suite 100, Fort Collins, Colorado 80525 (“Contractor”).

**RECITALS:**

- I. The Town and Contractor entered into a Town of Castle Rock Services Agreement on February 13, 2023, and a First Amendatory Agreement on September 12, 2023 (collectively, the “Agreement”), to provide on-call services set forth in the Agreement, and attached hereto as *Exhibit A-2*.
- II. The parties desire to amend the Agreement to extend the Term and provide funding for Contractor’s services in 2025.
- III. The Town and Contractor wish to memorialize this change in this Second Amendment to Town of Castle Rock Services Agreement (the “Second Amendment”).

**TERMS:**

1. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“ **Section 2. Payment.** Contractor shall invoice the Town for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit B-1* of the Agreement (the “Services”). The Town shall pay such invoices within thirty (30) days of receipt. In no event shall payment for the 2025 Term exceed **\$206,345.00**, unless authorized in writing by Town. ”

2. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“ **Section 3. Completion.** The Parties agree to extend the term of this agreement by one (1) year, with an expiration date of December 31, 2025 (the “2025 Term”) under the same terms and conditions of the Agreement unless otherwise amended. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor 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.



The Town shall have the right to terminate this Agreement at any time with 30 days' written notice to Contractor. 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. Contractor shall turn over all work product produced up to the date of termination. ”

3. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor is attached as *Exhibit B-2*.

4. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-2 – AGREEMENT

EXHIBIT B-2 – CONTRACTOR’S CERTIFICATE OF INSURANCE

**ATTEST:**

DocuSigned by:

*Lisa Anderson*

Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

Signed by:

*David L. Corliss*

David L. Corliss, Town Manager

**Approved as to form:**

Signed by:

*Sarah Jean Rodger*

Sarah Jean Rodger, Assistant Town Attorney

**Approved as to content:**

Signed by:

*Mark Marlowe*

Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

ANDERSON CONSULTING ENGINEERS, INC.

By: *[Signature]*

Its: PRESIDENT



**EXHIBIT A-2**

AGREEMENT

PREVIOUSLY EXECUTED



**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(6400 East Tributary at Paintbrush Park Phases 1 and 2)**

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**DATE:** 2/13/2023 | 11:36 AM MST

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

**ANDERSON CONSULTING ENGINEERS, INC**, a Colorado corporation, 375 E. Horsetooth Road, Building S, Fort Collins, Colorado 80525 (“Contractor”).

**RECITALS:**

- A. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

**Section 1. Scope of Services.** Contractor shall provide engineering services as described in the attached *Exhibit 1* (“Services”).

**Section 2. Payment.** Contractor 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 30 days receipt of such invoice. In no event shall payment exceed \$107,490.00, unless authorized in writing by Town.

**Section 3. Completion.** Contractor shall commence the Services on February 6, 2023 and complete the Services by December 31, 2024. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor 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.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. 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. Contractor shall turn over all work product produced up to the date of termination.

**Section 4. 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.



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

**Section 6. Assignment.** This Agreement shall not be assigned by Contractor without the written consent of the Town.

**Section 7. Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

**Section 8. Insurance.** Contractor agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles



assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as **Exhibit 2** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, 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 reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

**Section 9. 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 (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

**Section 10. Indemnification.** Contractor expressly agrees to indemnify and hold harmless Town or any of its officers 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 Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.



**Section 11. Delays.** Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

**Section 12. Additional Documents.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

**Section 13. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 14. Time of the Essence.** Time is 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.

**Section 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 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

**Section 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.

**Section 17. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

**Section 18. Independent Contractor.** Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Contractor 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. Contractor shall not create any indebtedness on behalf of the Town.

**Section 19. 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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**Section 20. Counterparts.** 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.

**ATTEST:**

DocuSigned by:  
  
Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

DocuSigned by:  
  
David L. Carliss, Town Manager

**Approved as to form:**

DocuSigned by:  
  
Michael J. Hyman, Town Attorney

**Approved as to content:**

DocuSigned by:  
  
Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

**ANDERSON CONSULTING ENGINEERS, INC.**

By:

Its: Vice President

PREVIOUSLY EXECUTED



**EXHIBIT 1**

SERVICES AND FEE SCHEDULE

PREVIOUSLY EXECUTED



## EXHIBIT A

### SCOPE OF WORK

#### for the

#### **6400 EAST TRIBUTARY REHABILITATION CONSTRUCTION SERVICES PROJECT CLOSEOUT**

The 6400 East Tributary flows generally south to north through Paintbrush Park in the Town of Castle Rock. In early 2019 the Town of Castle Rock contracted with Anderson Consulting Engineers Inc. (ACE) to provide engineering design services for the 6400 East Tributary rehabilitation adjacent and upstream of Paintbrush Park. This design effort was broken into two Phases;

- Phase 1 will rehabilitate the existing dam to meet State Engineers standards and create a fishing pond upstream of the dam, as well as stabilize the channel and overbanks downstream of the dam.
- Phase 2 will stabilize the channel from Paintbrush Park downstream to Painthorse Drive.

Now that the entire 6400 East Tributary Rehabilitation project has been designed, the project will go out to bid and be constructed. The purpose of this Scope of Work and associated Budget (**Exhibit B**) is to cover construction services and project closeout including the preparation of a LOMR, which will be followed through approval.

#### Task 1 Pre-Construction Support

This task provides time for the ACE Project Team to attend the pre-bid meeting, pre-construction meeting, and answer any design related contractor questions prior to construction. This task also includes time for ACE Project Team to review and respond to all pre-construction RFI's.

#### Task 2 Design Engineer Construction Services

The Town will be responsible for the majority of the project related construction management (CM); however, due to the sensitivity of the dam construction the ACE Project Team will have an engineer on site during the construction of the critical dam components. During the construction phase of the project (estimated at 16 weeks) the ACE Project Team will conduct the following:

- Assist the Town with Contractor submittals/shop drawings;
- Assist the Town in Reviewing the submittal log;
- Attend weekly construction coordination meetings (assuming virtual meetings) and visit the site every other a week (8 visits);
- Assist the Town with the review and approval/rejection of Contractor pay applications and change orders;

- Be onsite full time during the construction of the Dam (8 weeks); and
- Conduct geotechnical testing of the dam and materials utilized to construct the dam.

This task also includes time for the ACE Project Team to internally prepare billing review reports/invoices and coordinate with Town/Contractor via phone/email as needed.

### Task 3 Field Design and Revisions

It is anticipated that it may be necessary to make minor adjustments to the design due to site conflicts or other unknown causes. Consequently, this task provides an allowance for the ACE Project Team to review these issues and make determinations as to the best way to handle changes to the design with the least impact to the intent of the design.

Changes to the design will be documented in a PDF set of the construction drawings. It is assumed that all requisite survey information required to document design changes will be the responsibility of the selected Contractor.

### Task 4 Project Walkthrough/Closeout and As-Built Drawings

Following a determination of substantial completion of the project, the ACE Project Team will walk through the entire length of the project with the representatives of the Town of Castle Rock and the construction Contractor. During this walk through, a punch list will be prepared for the contractor which details additional work items that need to be completed.

This task includes time for obtaining the record set of drawings maintained by the Contractor and transferring that information into the PDF set of construction drawings developed as part of Task 2.3. This task assumes that the construction Contractor will obtain the services of a registered land surveyor to provide as-built construction information for key elevations, as defined by Town Staff and/or the Design Engineer, in digital CAD format. The as-built set of drawings will be reviewed by the Town of Castle Rock, with changes made before producing a final set of PDF plans.

### Task 5 Post Project Survey

A ground survey of the project area, adequate to generate 1-foot topography, will be collected by our subconsultant Majestic Surveying to identify as-built conditions required for the LOMR submittal. The ground survey will focus on the embankment, channel and critical areas of the completed project. The topographic mapping, will be referenced to NAVD88 and Colorado State Plane.

## Task 6 Hydraulic Modeling and LOMR Preparation/Submittal

The corrected effective model prepared as part of the CLOMR submittal will be updated to reflect the as-built configuration based on the survey data collected as part of Task 5, and will be analyzed hydraulically to ensure compliance with all floodplain criteria.

Hydraulic analyses associated with the post-project condition will include consideration of the 10-, 50-, 100-, and 500-year events. It is noted that the floodway is equal to the floodplain for the subject reach, therefore a floodway analysis is not required. Flood hazard work maps will be prepared showing the proposed project flood hazard boundaries, cross sections used in the hydraulic models, base flood elevations, and flood hazard designations. Graphical flood profiles will be prepared in accordance with FEMA specifications. Tabular water surface profiles will be compiled, including comparison tables to identify differences in 100-year water surface elevations between the corrected effective and post-project conditions.

This task will include the preparation of a LOMR application, and all required supplemental documentation to FEMA. Additional documentation assumed to be prepared as part of this task will include FEMA specific coordination and application submittal (MT-2 Forms), property owner notification, and annotated Flood Insurance Rate Map (FIRM) panels. It is noted that the **LOMR submittal fee of \$8,000 has been included** in the review fees associated with this Scope of Work. This task will also include the preparation of all correspondence to the Town of Castle Rock, FEMA and the Mile High Flood District (MHFD) to accompany the submittal of the LOMR application and hydraulic analysis report to those three agencies. Although the potential nature and extent of comments cannot be foreseen, this task sets aside \$2,000 for addressing FEMA/MHFD comments. This budget will be used on a time and materials basis to the extent necessary to support the FEMA review process. *If additional effort beyond this allowance is needed to address comments, that work would be conducted under a supplemental scope of work and budget.*

**PROPOSED FEE SCHEDULE**  
for the  
**6400 EAST TRIBUTARY CONSTRUCTION MANAGEMENT AND PROJECT CLOSEOUT**

PROJECT: 6400 E Trib. Project Close Out CLIENT: Town of Castle Rock - Castle Rock Water		Anderson Consulting Engineers, Inc. Direct Labor						ODC's	Totals	
ACE PROJECT NO.: COTOCR01C PREPARED BY: JMA AMH DATE: 12/28/2022	Principal Engineer \$195/hr	Senior Engineer II \$135/hr	Senior Engineer \$130/hr	Project Engineer \$105/hr	GIS/CADD Technician \$100/hr	Senior Project Assistant \$85/hr	Other Direct Costs	Hours	Cost	Phase
Task/Description	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Hours	Cost	Phase
<b>TASK 1 PRE-CONSTRUCTION SUPPORT</b>										<b>\$3,055</b>
Task 1 Pre-Construction Meeting and Communications	1	16						17	\$2,355	
<i>Outside Services</i>										
Geotechnical Support - CTL Thompson (Task 1.2)								4	\$700	
<b>TASK 2 DESIGN ENGINEER CONSTRUCTION SERVICES</b>										<b>\$46,470</b>
Task 2.1 Review Submittals		16						16	\$2,160	
Task 2.2 Review Submittal Log		4						4	\$540	
Task 2.3 Meetings and Site Visits		60						60	\$8,100	
Task 2.4 Pay Application Review		4						4	\$540	
Task 2.5 Dam Construction Management		4						4	\$540	
Task 2.6 Dam Materials Testing		2						2	\$270	
Task 2.7 Project Management		12						12	\$1,620	
<i>Outside Services</i>										
Submittal Review - CTL Thompson (Task 2.1)								8	\$1,400	
Meetings and Site Visits - CTL Thompson (Task 2.3)								8	\$1,400	
Dam Construction Management - CTL Thompson (Task 2.5)								328	\$25,400	
Dam Materials Testing - CTL Thompson (Task 2.6)								40	\$3,800	
Project Management - CTL Thompson (Task 2.7)								4	\$700	
<b>TASK 3 FIELD DESIGN REVISIONS</b>										<b>\$3,055</b>
Task 3 Field Design and Revisions	1	16						17	\$2,355	
<i>Outside Services</i>										
Field Design and Revisions - CTL Thompson (Task 3)								4	\$700	
<b>TASK 4 PROJECT WALKTHROUGH/CLOSEOUT AND AS-BUILT DRAWINGS</b>										<b>\$4,135</b>
Task 4.1 Project Walkthrough		8						8	\$1,080	
Task 4.2 As-Built Drawings	1	16						17	\$2,355	
<i>Outside Services</i>										
Project Walkthrough - CTL Thompson (Task 4.1)								4	\$700	
<b>TASK 5 Post Project Survey</b>										<b>\$20,870</b>
Task 5 Post-Project Survey		2						2	\$270	
<i>Outside Services</i>										
Post-Project Survey - Majestic Surveying (Task 5)									\$20,600	
<b>TASK 6 HYDRAULIC MODELING AND LOMR PREPARATION/SUBMITTAL</b>										<b>\$29,905</b>
Task 4.1 Corrected Effective Modeling and Mapping		2	4					6	\$790	
Task 4.2 Post Project Modeling and Mapping	1	16	80					97	\$12,755	
Task 4.3 Report Preparation and Submittal <sup>1</sup>		24	24				\$8,000	48	\$14,360	
Task 4.4 Addressing Comments							\$2,000	0	\$2,000	
<b>TOTAL PROJECT HOURS</b>	<b>4</b>	<b>202</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>714</b>		
<b>TOTAL PROJECT BUDGET</b>	<b>\$780</b>	<b>\$27,270</b>	<b>\$14,040</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000</b>		<b>\$107,490</b>	<b>\$107,490</b>

<sup>1</sup>ODC's for this Task include On-Line FEMA Submittal Fee



**EXHIBIT 2**

CONTRACTOR'S CERTIFICATION OF INSURANCE

PREVIOUSLY EXECUTED







EXHIBIT 3

TOWN OF CASTLE ROCK  
AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Aaron Hansen an authorized representative of **Anderson Consulting Engineers, Inc.**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, Anderson Consulting Engineers, Inc. represents and warrants that it is its express intention to be employed as an independent contractor of the Town of Castle Rock (the "Town") for purposes of performing the work or services which are the subject of the Agreement. Anderson Consulting Engineers, Inc. understands and confirms that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require Anderson Consulting Engineers, Inc. work exclusively for the Town, except that Anderson Consulting Engineers, Inc. may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- Anderson Consulting Engineers, Inc. is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide Anderson Consulting Engineers, Inc. with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.

PREVIOUSLY EXECUTED



- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.
- The Town issues checks payable to Anderson Consulting Engineers, Inc., a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- Anderson Consulting Engineers, Inc. understands that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **ANDERSON CONSULTING ENGINEERS, INC. UNDERSTANDS THAT NEITHER ANDERSON CONSULTING ENGINEERS, INC. NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS.**
- **ANDERSON CONSULTING ENGINEERS, INC UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

**CONTRACTOR:**

**ANDERSON CONSULTING ENGINEERS, INC.**

By: Aaron Hansen  
Name

STATE OF COLORADO )  
) ss.

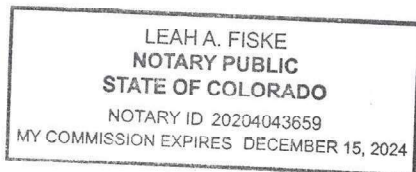
COUNTY OF Lincoln )

The foregoing instrument as acknowledged before me this 27 day of January, 2023 by Aaron Hansen as vice president of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires: December 15, 2024

Leah A Fiske  
Notary Public



CON-2023-0651



**FIRST AMENDATORY AGREEMENT  
(6400 East Tributary at Paintbrush Park Phases 1 and 2)**

**DATE:** 9/12/2023 | 6:11 AM MDT

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

**ANDERSON CONSULTING ENGINEERS, INC.**, a Colorado corporation, 375 E. Horsetooth Road, Building S, Fort Collins, Colorado 80525 (“Contractor”).

**RECITALS:**

- I. The Town and Contractor entered into a Service Agreement on February 13, 2023 (the “Agreement”), to provide engineering services set forth in the Agreement, and attached hereto as *Exhibit A-1*.
- II. The parties desire to amend the Agreement to add additional services and increase the total monetary obligation.
- III. The Town and Contractor wish to memorialize this change in this First Amendatory Agreement to the Agreement (“First Amendatory Agreement”).

**TERMS:**

- 1. **Amendment.** Section 2 of the Agreement is amended to read as follows:  

**“Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit B-1* (“Services”). The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed **\$206,345**, unless authorized in writing by Town.”
- 2. **Amendment.** Section 1 of the Agreement is amended to read as follows:  

**“1. Scope of Services.** Contractor shall provide engineering services as described in the attached *Exhibit 1* to the Agreement and *Exhibit B-1* to the First Amendatory Agreement.”
- 3. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**  
EXHIBIT A-1 – AGREEMENT  
EXHIBIT B-1 – SERVICES

**[SIGNATURE BLOCK TO FOLLOW]**



DS

**ATTEST:**

DocuSigned by:

*Lisa Anderson*

Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

DocuSigned by:

*David L. Carliss*

David L. Carliss, Town Manager

**Approved as to form:**

DocuSigned by:

*Jenny Nelson*

Jenny Nelson, Assistant Town Attorney

**Approved as to content:**

DocuSigned by:

*Mark Marlowe*

Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

**ANDERSON CONSULTING ENGINEERS, INC.**

By: *[Signature]*

Its: President

(Exhibit A-1 Removed from First Amendment for brevity)

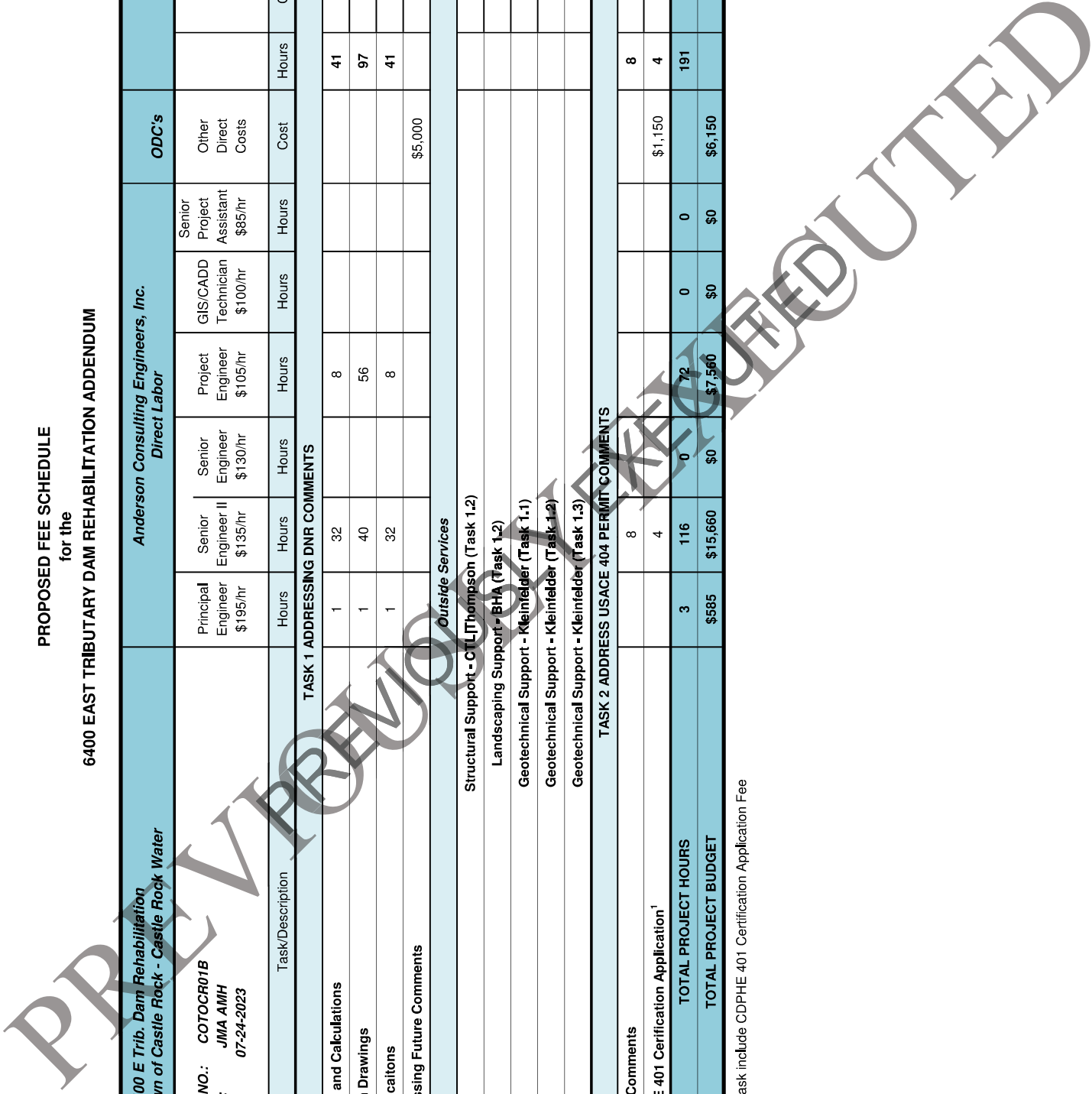
PREVIOUSLY EXECUTED

**EXHIBIT B-1**

**PROPOSED FEE SCHEDULE  
for the  
6400 EAST TRIBUTARY DAM REHABILITATION ADDENDUM**

PROJECT: 6400 E Trib. Dam Rehabilitation CLIENT: Town of Castle Rock - Castle Rock Water	Anderson Consulting Engineers, Inc. Direct Labor						ODC's	Totals
	Principal Engineer \$195/hr	Senior Engineer II \$135/hr	Senior Engineer \$130/hr	Project Engineer \$105/hr	GIS/CADD Technician \$100/hr	Senior Project Assistant \$85/hr		
Task/Description	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Phase
<b>TASK 1 ADDRESSING DNR COMMENTS</b>								
Task 1.1 Report and Calculations	1	32		8		41	\$5,355	
Task 1.2 Design Drawings	1	40		56		97	\$11,475	
Task 1.3 Specifications	1	32		8		41	\$5,355	
Task 1.4 Addressing Future Comments							\$5,000	
<b>Outside Services</b>								
Structural Support - CTL Thompson (Task 1.2)							\$4,500	
Landscaping Support - BHA (Task 1.2)							\$1,000	
Geotechnical Support - Kleinfelder (Task 1.1)							\$14,300	
Geotechnical Support - Kleinfelder (Task 1.2)							\$39,400	
Geotechnical Support - Kleinfelder (Task 1.3)							\$9,700	
<b>TASK 2 ADDRESS USACE 404 PERMIT COMMENTS</b>								
Task 2.1 CSQT Comments		8				8	\$1,080	
Task 2.2 CDPHE 401 Certification Application <sup>1</sup>		4				4	\$1,690	
<b>TOTAL PROJECT HOURS</b>	<b>3</b>	<b>116</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>191</b>		
<b>TOTAL PROJECT BUDGET</b>	<b>\$585</b>	<b>\$15,660</b>	<b>\$0</b>	<b>\$7,560</b>	<b>\$0</b>		<b>\$98,855</b>	<b>\$98,855</b>

<sup>1</sup>ODC's for this Task include CDPHE 401 Certification Application Fee





**EXHIBIT B-2**

CERTIFICATE OF INSURANCE

PREVIOUSLY EXECUTED



CON-2025-0730

**EXHIBIT B-3**

CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE

PREVIOUSLY EXECUTED



COMMERCIAL GENERAL LIABILITY

**Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

PREVIOUSLY EXECUTED

**BLANKET WAIVER OF SUBROGATION –  
WHEN REQUIRED BY WRITTEN CONTRACT  
OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**Location And Description Of Completed Operations**

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

**CG D3 61 03 05**

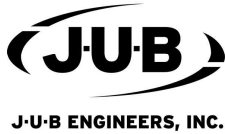
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**EXHIBIT B-4**

UPDATED SCOPE OF SERVICES AND FEE SCHEDULE



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** 6400 East Tributary/Paintbrush Park Dam Reconstruction

**CLIENT:** Town of Castle Rock Water

**J-U-B PROJECT NUMBER:** 87-25-042

**CLIENT PROJECT NUMBER:** CON-2025-0730

**ATTACHMENT TO:**

**AUTHORIZATION FOR CONTRACT AMENDMENT-Third Amendment to Town of Castle Rock Services Agreement; DATED: 12/29/2026**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The 6400 East Tributary flows generally south to north through Paintbrush Park in the Town of Castle Rock. In early 2019, the Town of Castle Rock contracted with Anderson Consulting Engineers Inc. (ACE), who has since merged with J-U-B Engineers, to provide engineering design services for the 6400 East Tributary rehabilitation, adjacent and upstream, of Paintbrush Park. This design effort was broken into two phases.

- Phase 1 will rehabilitate the existing dam to meet State Engineer's standards and create a fishing pond upstream of the dam, as well as, stabilize the channel and overbanks downstream of the dam.
- Phase 2 will stabilize the channel from Paintbrush Park downstream to Painthorse Drive.

Now that the entire 6400 East Tributary Rehabilitation project has been designed, the project will go out to bid and be constructed. The purpose of this Scope of Work is to cover construction and project closeout services, including the preparation of a LOMR, which will be followed through approval.

Roles for construction management on the project have been defined as follows:

- **Town** – Responsible for day-to-day construction oversight, including performing inspections, tracking quantities, and processing payments. The Town will serve as the primary point of contact for the project.
- **J-U-B** – Engineer of Record. J-U-B will provide a representative on site once per week, review and respond to RFIs and submittals, and coordinate with the Dam Safety Engineer. Weekly construction meetings will be led by the contractor; prior to each meeting, J-U-B will prepare and distribute weekly construction progress reports.
- **Kleinfelder** – Responsible for dam-related testing. They will have a full-time representative on-site during dam-related work (dam removal, embankment placement, slurry wall, spillway, outlet structure, etc.).
- **Magnum Structural** – Responsible for structural and rebar inspections for the outlet structure.
- **Contractor** – Responsible for testing associated with non-dam work, as outlined in the specifications.

## **PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

### **A. Task 010: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
8. Provide a monthly invoice including budget status.
9. Provide ongoing document handling and filing.

### **B. Task 020: QC Reviews**

1. For this Task, J-U-B will have a senior engineer review the LOMR report and application to ensure it is technically sound, complete and meets local, state, and federal criteria.

### **C. Task 030: Project Closeout**

1. J-U-B will prepare record drawings.
  - a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
  - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
  - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
  - d. Assumptions:
    - i. Contractor will be responsible for performing as-built survey
    - ii. Contractor will not be required to perform a survey with the level of detail required for LOMR analysis.
  - e. Deliverables:
    - i. PDF of As-Built Plan Set
2. Archive paper and electronic files and records.
3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

### **D. Task 100: Pre-Construction Support**

1. For this task, J-U-B will:
  - a. Attend the pre-bid meeting, pre-construction meeting, and answer any design related contractor questions prior to construction. Prepare a Construction observation plan.
  - b. Assumptions:
    - i. Town will prepare formal responses to contractor questions.
  - c. Deliverables:

- i. Responses to contractor questions will be provided via email.
- ii. Construction observation plan.

**E. Task 200: Desing Engineer Construction Services**

1. For this task, J-U-B will:
  - a. Support the Town with construction management related as outlined in the Subtasks below.
  - b. Assumptions:
    - i. The Town will be responsible for daily site visits and inspections.
    - ii. Construction will last 13 months (56 weeks).
    - iii. J-U-B will conduct a site visit once every week (56 total).
2. Subtask 210: Submittal Review
  - a. Review construction submittals and shop drawings. We will also assist the Town in reviewing the submittal log.
  - b. Assumptions:
    - i. 56 total submittals will be provided, with an estimated 2.5 hours per submittal to review, officially respond, and follow up on resubmittals, when necessary.
  - c. Deliverables:
    - i. Approve/reject each submittal and provide the contractor with a response.
3. Subtask 220: RFI Review
  - a. Review RFI's submitted by the contractor and assist the Town in providing a response.
  - b. Assumptions:
    - i. 16 total RFI's will be submitted, with an estimated 2 hours to review, communicate and provide a response for each submittal.
  - c. Deliverables:
    - i. Provide the contractor with a response for each RFI.
4. Subtask 240: Construction Observation and Inspections
  - a. Conduct weekly site visits, with a representative of the geotechnical team present daily during the construction of the dam embankment. Structural inspections will be conducted by Magnum Engineering. BHA landscaping will attend a single site visit, review and respond to landscape related RFI's and submittals. A weekly construction progress report will be prepared that will summarize the prior week's work, testing results and any issues.
  - b. Assumptions:
    - i. 56 total site visits by J-U-B will total 8 hours each (includes driving time).
    - ii. 8 site visits for structural inspections by Magnum.
    - iii. J-U-B will prepare construction reports.
    - iv. Kleinfelder and The Town will provide J-U-B with required data to complete construction reports.
    - v. Construction Reports will only be required during construction of the dam.
    - vi. 6 months of construction reports will be required (26 weeks)
    - vii. 1 site visit for landscape architect.
    - viii. 2 drone flights will be conducted by J-U-B, one when the dam is removed and another during project closeout.
  - c. Deliverables:
    - i. 26 Construction Progress Reports
5. Subtask 250: Testing
  - a. Kleinfelder will complete testing as outlined in their attached proposal (Exhibit 1-A), these tests will be provided to J-U-B for inclusion in the Construction Observation reports.
  - b. Assumptions:

- i. Kleinfelder will conduct testing for the dam (embankment, spillway, outlet structure, etc.) and the contractor will be responsible for conducting all other testing.
    - ii. Kleinfelder will review test results and flag any tests that fail.
  - c. Deliverables:
    - i. Kleinfelder will provide test results electronically.

#### **F. Task 300 Field Design and Revisions**

- 1. For this task, J-U-B will:
  - a. Make minor adjustments to the design due to site conflicts or other unknown causes. This task provides an allowance for the J-U-B Project Team to review these issues and make determinations as to the best way to handle changes to the design with the least impact to the intent of the design.
  - b. Assumptions:
    - i. 2 design changes will require revised drawings all others will be documented with RFIs.
  - c. Deliverables:
    - i. 2 sets of updated PDFs of design drawings

#### **G. Task 400 Project Walkthrough and Public Outreach**

- 1. Subtask 410: Project Walkthrough
  - a. Following a determination of substantial completion of the project, the J-U-B Project Team will walk through the entire length of the project with the representatives of the Town of Castle Rock, the dam safety engineer, and the construction contractor. During this walk through, a punch list will be prepared for the contractor which details additional work items that need to be completed.
  - b. Assumptions:
    - i. Project walkthrough will be completed in a single site visit.
    - ii. If additional work needs to be completed by the contractor, the Town will be responsible for ensuring this additional work is completed adequately.
  - c. Deliverables:
    - i. Completed checklist.
- 2. Subtask 420: Public Outreach
  - a. J-U-B will work with the Town to prepare a presentation that will highlight the project for local high school students.
  - b. Assumptions:
    - i. Public Outreach will be conducted on site.
    - ii. One public outreach meeting will be held.

#### **H. Task 500: Post Project Survey**

- 1. For this task, J-U-B will:
  - a. Provide post-project survey that will be collected and prepared by Majestic Surveying as outlined in their attached proposal. This survey will be utilized in the Task 600 Letter of Map Revision (LOMR)
  - b. Assumptions:
    - i. See Exhibit 1-A
  - c. Deliverables:
    - i. The survey will be provided electronically via AutoCAD Civil 3d.
    - ii. Stamped PDF of the survey.

#### **I. Task 600: Letter of Map Revision (LOMR)**

- 1. For this task, J-U-B will:
  - a. Support the Town with construction management related as outlined in the Subtasks below.
  - b. Assumptions:

- i. The Town will be responsible for daily site visits and inspections.
  - ii. Construction will last 13 months (56 weeks)
  - iii. J-U-B will conduct a site visit every week (56 total)
- 2. Subtask 610: Hydraulic Modeling
  - a. Based on the As-Built survey completed in Task 500 and pertinent design details, the corrected effective model will be updated to reflect the As-Built configuration and analyzed hydraulically to ensure compliance with all floodplain criteria. Hydraulic analyses associated with the as-built condition will include consideration of the 10-, 25-, 50-, 100-, and 500-year events, as well as the floodway.
  - b. Assumptions:
    - i. Corrected Effective CLOMR modeling will not need to be updated.
    - ii. Effective flood hazards have not changed since the CLOMR was approved.
    - iii. The project will not result in violation of the NFIP, i.e. project does not increase BFEs on insurable structures.
  - c. Deliverables:
    - i. The hydraulic model will be included as part of the LOMR submittal in Task 240.
- 3. Subtask 620: Mapping
  - a. Flood hazard work maps will be prepared showing the proposed project flood hazard boundaries, cross sections used in the hydraulic models, base flood elevations, and flood hazard designations.
  - b. Assumptions:
    - i. Corrected effective mapping will not need to be updated.
    - ii. Effective flood hazards have not changed since the CLOMR was approved.
    - iii. The project will not result in violation of the NFIP, i.e. project does not extend flood hazard boundaries on insurable structures.
  - c. Deliverables:
    - i. The flood hazard workmap will be included as part of the LOMR submittal in Task 240.
- 4. Subtask 630: LOMR Report Preparation
  - a. A hydraulic modeling and flood hazard mapping report will be prepared in support of the LOMR application. This report will document hydraulic analyses and floodplain/floodway mapping associated with duplicate effective, corrected effective and as-built conditions. The report will include a description of all analyses and assumptions, water surface profile comparisons, flood hazard mapping, graphical flood profiles, floodway data tables, map model agreement table, BFE comparison table, parcel BFE impact table, and annotated FIRM panel. All pertinent electronic files (models and flood hazard mapping) will also be provided. A LOMR application will be prepared, along with the requisite annotated FIRM panel showing both the revised 100-year floodplain and floodway boundaries. Based on the Town's preference, either a FEMA-compliant newspaper notification letter will be prepared.
  - b. Assumptions:
    - i. The duplicate effective and corrected effective models created in support of the CLOMR will not need to be updated as part of this LOMR.
    - ii. Construction will not result in adverse impacts, and FEMA compliant condition will be obtained for the as-built condition.
  - c. Deliverables:
    - i. Report will be provided with the LOMR submittal (Task 240)
- 5. Subtask 640: LOMR Submittal
  - a. J-U-B will submit the LOMR to the Town of Castle Rock via email and to FEMA via online clearing house. A contingency budget of \$10,700 was added to this task to address comments during the review process. If this budget becomes expended, comments will be

- addressed under a separate scope and budget on a time and materials basis once the extent of the comments are known.
- b. Assumptions:
    - i. Town submittal fees will be waived.
    - ii. LOMR can be submitted to Town via email.
    - iii. A budget of \$8,000 is included to cover FEMA LOMR submittal fee.
    - iv. 1 meeting with CWCB/FEMA
  - c. Deliverables:
    - i. LOMR Report
    - ii. Email to team confirming LOMR submittal.
    - iii. Town of Castle Rock LOMR Comment Response Memo
    - iv. FEMA LOMR Comment Response Memo

### **PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. Daily site visits and inspections
  - 2. Inspection reports
  - 3. Construction photos as requested.
  - 4. Public Outreach direction and figures
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  - 1. Additional fees to address LOMR comments.
  - 2. Additional fees due to construction delays

### **PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times rates from the table in Exhibit 1-B.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
  - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
  - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Ceiling Amount Shown)	\$18,200	Concurrent with work progress
020	QC Reviews	Time and Materials (Ceiling Amount Shown)	\$1,900	Concurrent with work progress
030	Project Close Out	Time and Materials (Ceiling Amount Shown)	3,000	At end of project
100	Pre-Construction Support	Time and Materials (Ceiling Amount Shown)	\$6,000	Concurrent with work progress
200	Design Engineer Construction Services	Time and Materials (Ceiling Amount Shown)	\$394,400	Concurrent with work progress
300	Field Design and Revisions	Time and Materials (Ceiling Amount Shown)	\$8,100	Concurrent with work progress
400	Project Walkthrough and Public Outreach	Time and Materials (Ceiling Amount Shown)	\$8,000	Concurrent with work progress
500	Post Project Survey	Time and Materials (Ceiling Amount Shown)	\$32,600	At the completion of construction
600	Letter of Map Revision (LOMR)	Time and Materials (Ceiling Amount Shown)	\$53,900	At completion of construction, approval period estimated to be 12-15 months
950	Expenses	Time and Materials (Ceiling Amount Shown)	\$7,100	Concurrent with work progress
	Current Contract		- \$112,000*	
<b>Total:</b>			<b>\$421,200</b>	
<b>*Current contract amount was subtracted from the fees developed for this scope, the total shown is amendment amount requested</b>				

E. The above fees were developed from the Work Breakdown Structure (WBS), attached as Exhibit 1-C.

## PART 5 - CERTIFICATIONS AND DELIVERABLES

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, and document editing (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

**Exhibit(s):**

- Exhibit 1-A: Subconsultant Proposals
  - Kleinfelder Engineering: Dated 03-13-2026
  - Magnum Engineering: Dated 2-2-2026
  - BHA Landscape Architects Dated 2-16-2026
  - Majestic Surveying: Dated 2-24-2026
- Exhibit 1-B: Anderson Consulting Engineers Rate Table
- Exhibit 1-C: Work Breakdown Structure

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Colorado

TYPE OF WORK: City

R&D: No

DISCIPLINE: Choose an item.

PROJECT DESCRIPTION(S):

1. Water Resource/Hydrology/Ground Water (W02)



Revised March 12, 2026<sup>1</sup>  
Kleinfelder Project No.: 24001943.001A

J-U-B ENGINEERS, Inc.  
2809 E Harmony Rd. Ste 300  
Fort Collins, CO 80528

Attention: Jason M. Albert, PE, CFM  
Project Engineer - Senior

**SUBJECT: PROPOSAL FOR CONSTRUCTION OVERSIGHT AND MATERIALS TESTING  
PAINTBRUSH PARK, PHASE 1 PROJECT  
6400 EAST TRIBUTARY  
TOWN OF CASTLE ROCK PROJECT NO. CIP20-0016  
CASTLE ROCK, COLORADO**

Mr. Albert

Kleinfelder appreciates the opportunity to present this proposal to perform construction oversight and materials testing services for the proposed 6400 East Tributary at Paintbrush Park Project located in Castle Rock, Colorado. The purpose of our services will be to provide oversight during specified construction operations along with materials testing for on-site embankment, concrete, grout, and slurry wall materials to assess compliance with the project plans and specifications.

We welcome the opportunity to be part of your project team. The following presents a limited description of our understanding of the project and our proposed scope of services along with a list of the assumptions used to prepare our proposal.

#### **BACKGROUND AND PROJECT UNDERSTANDING**

We understand that the Town of Castle Rock is planning to remove and re-construct Paintbrush Park Dam within Paintbrush Park in Castle Rock, Colorado. We anticipate construction activities will generally include the demolition and stockpiling of the existing dam materials and structures, removal of muck in the bottom of the pond, dam embankment construction, construction of a soil bentonite cutoff wall, placement of concrete for the new outlet works, installing new pipe culverts, sheet pile wall, and spillway, and placing the dam toe drain and sand filter. Our understanding of the project is based on our review of the following construction documents provided by J-U-B ENGINEERS, Inc., formerly Anderson Consulting Engineers:

- Public Improvement Construction Plans, 6400 East Tributary at Paintbrush Park Phase 1, Town of Castle Rock Project No. CIP20-0016, prepared by Anderson Consulting Engineers, Inc., March 2024
- Construction Specifications for 6400 E. Tributary Rehabilitation, Douglas County, Colorado, prepared by Anderson Consulting Engineers, Inc., March 2024

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<sup>1</sup> This proposal, dated July 18, 2025, was revised to address Town of Castle Rock scope suggestions and update our unit rates and quantities. The scope of service largely remains the same.

## SCOPE OF SERVICES

The scope of services for this project is based on information provided by J-U-B ENGINEERS, formerly known as Anderson Consulting Engineers. Kleinfelder's scope of services is largely focused on the embankment dam and pond construction activities. We understand the project will also include downstream modifications to the drainage and Kleinfelder's services for stream/gulch improvement are not needed; therefore, they are not included in this scope of service and fee estimate.

Estimated durations, quantities, and services are approximate and may vary depending on the contractor's methodology and work schedule. Kleinfelder will staff the project from our Golden, Colorado office and laboratory with appropriately certified and qualified technicians and staff professionals acting under the authority of a Professional Engineer registered in the State of Colorado. The following lists the expected scope of services to be provided by Kleinfelder:

### TASK 1 – FIELD OBSERVATIONS AND MATERIALS TESTING

#### A.) Excavation, Grading, and Backfill Observation and Testing Services

Kleinfelder will provide a qualified technician to observe earthwork construction and perform moisture density testing to evaluate grading and backfill conditions for compliance with project plans and specifications. Our technician will also collect samples of soil embankment for laboratory testing at the quality assurance (QA) frequencies prescribed in the project specifications. The Kleinfelder field technician alongside the geotechnical engineer-of-record will inspect and log the material of the embankment key-in trench. We plan to perform these services on a full-time basis throughout dam embankment construction.

#### B.) Soil Bentonite Cutoff Wall Observation and Testing Services

Kleinfelder will provide a qualified technician and/or geotechnical engineering representative to provide full-time observations and perform field testing during construction of the soil bentonite cutoff wall. Our field technician or engineering representative will observe and perform logging of the contractor's cutoff wall soil boring program, observe and perform soil logging of the trench excavation, verify "key-in" material, and confirm trench depth by observing trench sounding and wall thickness. The field inspector/engineer will evaluate whether the materials encountered at the target design depths are consistent with the design assumptions and whether the cutoff wall can be terminated at the design depths. If this is not the case, the field inspector will coordinate with the Geotechnical Engineer and the owner's representative to recommend deepening of the cutoff wall, per the Project Specifications. Additionally, our field technician will perform prescribed QA field testing on slurry and backfill materials, collect samples for laboratory testing, and verify backfill operations are performed in accordance with project specifications. We anticipate field testing for the soil bentonite cutoff wall will consist of the following:

##### Slurry Tests

- |                |              |
|----------------|--------------|
| • Viscosity    | API RP 13B-1 |
| • Filtration   | API RP 13B-1 |
| • Density      | ASTM D6910   |
| • Sand Content | API RP 13B-1 |
| • pH           | API RP 13B-1 |

### Backfill Tests

- Slump ASTM C143
- Unit Weight ASTM D4380
- Gradation ASTM D6913 and D1140
- Hydraulic Conductivity ASTM D5084

### C.) Reinforced Concrete Observation and Testing Services

Kleinfelder will provide an American Concrete Institute (ACI)-certified technician to perform on-site concrete property testing and cast compressive strength specimens for concrete construction elements as needed. Concrete specimens will be picked up and delivered to our Golden laboratory after the initial on-site curing period. Kleinfelder will also provide a qualified Construction Inspector to perform on-call observations of formwork, reinforcing steel, and embedment's to document conformance with project plans and specifications.

## **TASK 2 – LABORATORY MATERIALS TESTING**

### A.) Laboratory Testing Services

Kleinfelder's Golden, Colorado laboratory is fully accredited by AASHTO resource. Laboratory testing will be performed in conjunction with the field testing to evaluate materials compliance with project requirements. Laboratory testing is anticipated to include the following:

- Particle-Size Analysis ASTM D6913 and D422
- Moisture Content ASTM D2216
- Atterberg Limits ASTM D4318
- Standard/Modified Proctor Compaction ASTM D698 and D1557
- Concrete Compressive Strength ASTM C39
- Triaxial Compression Tests ASTM D4767
- Pinhole Dispersion Classification ASTM D4647
- Minimum/Maximum Relative Density ASTM D4253 and D4254
- Hydraulic Conductivity, Flexible Wall ASTM D5084-16a

## **TASK 3 – GEOTECHNICAL ENGINEERING OVERSIGHT**

### A.) Geotechnical Engineering Services

Our local geotechnical engineering team will remain involved throughout project construction to assist field technicians in verifying site conditions during soil boring operations along with dam and soil bentonite cutoff wall construction. Additionally, our geotechnical engineers will be available throughout construction to visit the site, review submittals, respond to inquiries, attend meetings, evaluate field reports and test results, and respond to requests for information from the contractor. Below is a list of anticipated submittal reviews.

#### Slurry Wall Submittals:

- Cutoff Wall Implementation Plan
- Bentonite Certification
- Admixtures
- Quality Control Laboratory Qualifications
- Manufacturer's Field Reports
- Results of Cutoff Wall Backfill Trial Mix Design and Testing
- Record Drawings and End-of-Construction Summary Report
- Subsurface Exploration Report

- Construction Records
- Rig-Shift Quality Control Report
- Quality Control Test Results Sounding and As-Built Profile
- Fresh and Trench Bentonite Slurry Mix
- Soil Bentonite Backfill Mix

Earthwork Submittals:

- Import materials (including filter materials)
- Quality control testing of import and reused native fill

Excavation Submittals:

- Excavation plan and drawings

Dewatering Submittals:

- Dewatering Plan and calculations

**TASK 4 – PROJECT MANAGEMENT & REPORTS**

A.) Project Management

Kleinfelder’s Project Manager will oversee the field staff assigned to the project to ensure that our services are provided in a manner that meets our clients’ expectations. Kleinfelder’s field staff will prepare daily reports documenting observed work items in accordance with project reporting requirements. A copy of these reports will be provided after the reports have been reviewed and approved by our qualified reviewer. Items found to be non-compliant with project requirements will be brought to the attention of the project’s designated representative immediately upon discovery. Our project manager will also be available to attend project meetings and respond to questions as necessary or as requested throughout the project life.

**ESTIMATED FEES**

Based on our review of the information provided by J-U-B ENGINEERS, Inc. and Town of Castle Rock, Kleinfelder has estimated a fee of **\$207,356** to perform the services detailed above for this project. While we are diligent in our review of the project information provided to us, it may be possible for deviations to occur once the project has begun. The actual cost of our services will depend largely on the contractor's efficiency and actual schedule and progress, as well as the impact of weather and work stoppages, all of which are beyond our control. Our total fees may also fluctuate depending on the quality and performance of the construction materials used in addition to the contractor’s approach and scheduling of construction sequences, work force, and jurisdictional requirements and events, which occur during the course of the project that cannot always be predicted in advance. **A detailed summary of our estimated fees is presented as Attachment A for your review.**

We will coordinate our services with the project’s designated representative to efficiently service the project. In the event conditions arise which are beyond our control, were unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions shown below, we may need to revise our scope of work and estimated fees to complete the project. Should this occur, we will contact you for authorization before exceeding the project budget.

## ASSUMPTIONS

During our proposal preparation, certain assumptions were required. Based on information available during our preparation of this proposal the following assumptions apply:

- This proposal is based on the assumption the planned construction will take a total of 70 days to complete. Out of the 70 days we anticipated the Dam structure alone to take 40 days to complete.
- We have assumed 12-hour days (including travel time), Monday through Friday, for the 8 weeks of which the Dam is being constructed. Eight hour days, no overtime, were assumed for the remaining 30 days.
- The geotechnical engineer, project manager, or representative will attend in-person for a 1-hour weekly construction meeting for the estimated construction duration.
- The geotechnical engineer or representative will perform five site visits, 1-2 hours on-site, during key milestones of the estimated construction duration.
- We have assumed that each submittal review will take an estimated 1-4 hours of review by the project manager or geotechnical engineer, including one iteration of resubmission per submittal listed. Based on this assumption, we anticipate approximately 30 hours of submittal review time.
- The contractor will coordinate and schedule inspections and testing needs a minimum of 24 hours in advance.
- This proposal excludes the cost of any equipment (that is, scaffold, scissor lifts, telescopic booms, ladders, shoring, etc.) to gain access to any area requiring sampling of materials and we have assumed that this equipment will be provided by the contractor.
- Parking for our personnel is anticipated to be provided on-site.
- The Contractor will ensure that proper submittals of material compliance (for reinforcing steel, cement, aggregate, and admixtures) will be provided to eliminate qualification testing by Kleinfelder.
- The Contractor will provide Kleinfelder access to onsite laboratory and use of equipment for slurry wall field tests.
- Overtime rates for field staff will be assessed for hours worked in excess of 8 hours in one workday.
- Night-time work is not anticipated during construction for our staff.
- The scope of services we have outlined in this proposal is considered approximate and is subject to change based on the contractor's actual methodology and work schedule.
- Observations, testing, and/or engineering services not specifically mentioned in the above scope of services or listed on the attached summary will be the responsibility of others or may be negotiated prior to the time of service.

## AUTHORIZATION

If our proposal is acceptable, please issue written authorization including this proposal and the Agreement/Contract under which our services will be performed. Your signed authorization will document your concurrence with the presented scope of services assumptions, limitations, and fees.

## LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and their designated representatives and may not be provided to others without Kleinfelder's express permission. This proposal will remain valid for 30 days unless a longer period is specifically required by the client in which case that time frame will apply. If a signed agreement is not received by that time, we may need to review the proposal scope, assumptions, and associated fees for performance of our services and issue a revised proposal.

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

## CLOSURE

We appreciate the opportunity to present our proposal for Geotechnical Engineering Consultation, Construction Material Testing, and Inspection Services for this project and look forward to its forthcoming success. If you have questions regarding this proposal, our services and fees, or if additional information is required, please contact the undersigned at 303.237.6601.

Sincerely,

## KLEINFELDER



Nathan Pilcher, PE  
Sr. Project Manager

Matthew Monteith, PE, BC.GE  
Principal Geotechnical Engineer

Attachment A: Cost Summary



***KLEINFELDER***

*Bright People. Right Solutions.*



**ATTACHMENT A**  
**Cost Summary**  
**Geo Engineering, Construction Inspection, and Materials Testing Services**  
**Paintbrush Park Dam Project**  
**Castle Rock, Colorado**

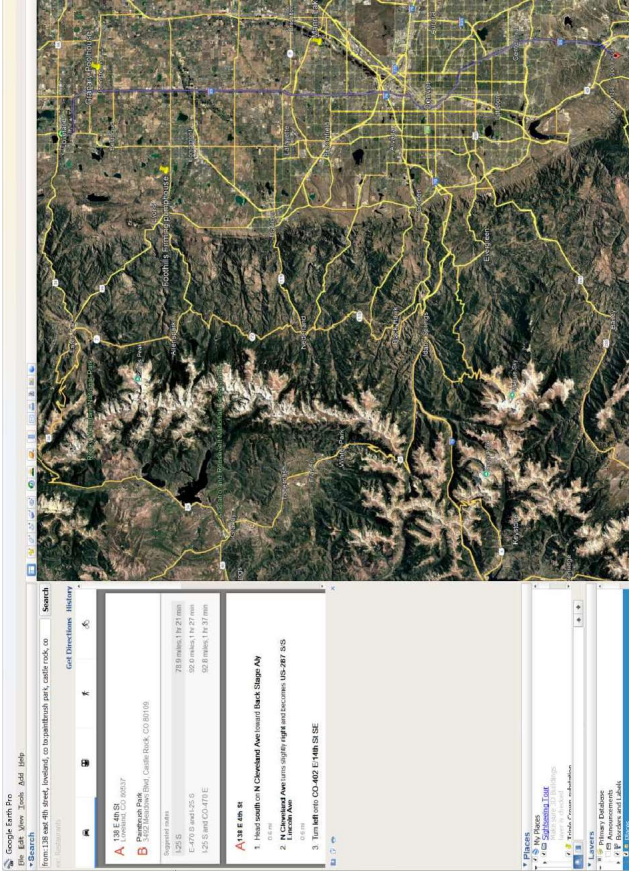
<i>Field Inspection and Testing Services</i>	Number of Visits	Hours each visit	Total	Rate	Cost
Embankment Testing/Inspection Technician	70	8	560	\$94.00	\$52,640.00
Embankment Testing/Testing Technician OT	40	4	160	\$141.00	\$22,560.00
Testing Technician Support	15	4	60	\$70.00	\$4,200.00
Geo Engineer Staff Pro	15	12	180	\$135.00	\$24,300.00
Geo Engineer - Sr. Principal	5	5	25	\$285.00	\$7,125.00
<b>Total Trips</b>					
Vehicle Charge	105			\$65.00	\$6,825.00
Nuclear Gauge/Equipment Fee	70			\$30.00	\$2,100.00
Slurry Testing Equipment	10			\$300.00	\$3,000.00
<b>ESTIMATED SUBTOTAL</b>					<b>\$122,750.00</b>
<i>Laboratory Testing</i>	<b>Total</b>				
Sieve Analysis with Hydrometer					
Atterberg Limits, Multipoint					
Moisture Content					
Standard/Modified Proctor					
Proctor Correction for Oversized Material					
Minimum/Maximum Relative Density					
Concrete Compression					
Permeability, Flexible Wall					
Triaxial Shear, CU, 3 Points					
Pinhole Dispersion Classification					
Sample Prep					
Sample Shipping					
<b>ESTIMATED SUBTOTAL</b>					<b>\$58,306.00</b>
<i>Engineering Consultation, Project Management, Administration</i>	Hours	Rate	Cost		
Geo Engineer - Sr. Principal	30	\$285.00	\$8,550.00		
Sr. Project Manager	10	\$285.00	\$2,850.00		
Project Manager	50	\$175.00	\$8,750.00		
Project Controls	30	\$115.00	\$3,450.00		
Geo Engineer Staff Pro	20	\$135.00	\$2,700.00		
<b>ESTIMATED SUBTOTAL</b>			<b>\$26,300.00</b>		
<b>ESTIMATED TOTAL FEE FOR BASE BID</b>					<b>\$207,356.00</b>

	# trips	hours	Fee
<b>Rebar observations</b>			
<b>Outlet Structure</b>			
Base slab	1		\$ 1,320
Low walls	1		\$ 1,320
Upper walls	1		\$ 1,320
Baffle Wall	1		\$ 1,320
<b>Baffle outlet box</b>			
Base slab	1		\$ 1,320
Site Walls	1		\$ 1,320
Baffle Wall	1		\$ 1,320
Overhangs	1		\$ 1,320
<b>Final Report</b>			
	8	2.5	\$ 550
<b>Total</b>			<b>\$ 11,110</b>

For each task item, only one trip is anticipated.

Trip Charge	Fee	Hours
Prep	\$ 55	Engineering 0.25
Travel to site	\$ 440	2
Time on site	\$ 330	1.5
Travel back	\$ 440	2
Download photos	\$ 55	0.25
<b>Total</b>	<b>\$ 1,320</b>	<b>6</b>

Travel time is from Magnum's office and assumes only marginal slowing. Time on site accounts for some standby while crews fix errors.



Doug,

Can you please review the your scope below and adjust as you see fit.

The Town has asked us to update the amendment I sent in this summer.

Also, just to be clear rock and tree selections will be made via the submittal process?

**JASON ALBERT, P.E., CFM**

*Project Engineer-Senior*

---

**J-U-B ENGINEERS, Inc.**

2809 East Harmony Road, Suite 300

Fort Collins, CO 80528

e [jalbert@jub.com](mailto:jalbert@jub.com)

c 970-988-2490

p 970-377-3602

w [jub.com](http://jub.com)



---

**From:** Doug Elgar <[delgar@bhadesign.com](mailto:delgar@bhadesign.com)>

**Sent:** Thursday, June 19, 2025 11:25 AM

**To:** Jason Albert <[jalbert@jub.com](mailto:jalbert@jub.com)>; Craig Hocking <[chocking@jub.com](mailto:chocking@jub.com)>

**Subject:** [EXTERNAL] RE: Mitchell Gulch Landscaping Changes

---

**External Email - This Message originated from outside J-U-B ENGINEERS, Inc.**

Jason,

Here's what we're thinking for scope. If desired this could be reduced by eliminating as-builts or the site visit (which could be assessed using photos if needed).

<u>Task</u>	<u>Hours</u>	<u>Fee</u>	<u>Expenses</u>
Site Visit (during construction)	5	\$675	\$140
Substantial Completion Walk	5	\$675	\$140
RFI's, Submittals, Reports	24	\$3,300	

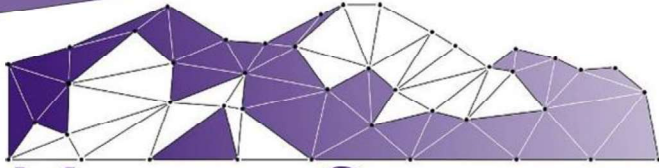
**Total \*Including Expenses: \$4,650**

**Scope Exclusions:**

- Boulder selection
- Tree selection

**Critical Submittals:**

- Landscape materials
  - Plants
  - Boulders
  - Seed Mixes
  - Polymeric Sand



# MAJESTIC SURVEYING

1111 Diamond Valley Dr. Suite 104, Windsor, CO 80550

February 24, 2026

Anderson Consulting Engineers + JUB Engineers, Inc.  
375 Horsetooth Rd, Building 5, Suite 100  
Fort Collins, CO 80525

Re: As-Built Topographic Survey - 6400 East Tributary at Paintbrush Park – Phase 1 and 2

Jason:

## **ITEM 1 – Post-construction As-built Survey**

The fee to prepare an as-built topographic survey of the project area post construction will be **\$26,450**. This fee includes a ground survey of the subject area, including surface breaklines to generate a surface file with a one-foot contour interval. This survey will be tied to project specified NGS Vertical Benchmark (NAVD 1988), and to a modified (ground) Colorado State Plane Coordinate System, Central Zone NAD 83/2011. Deliverables shall include the following:

- a. PDF version of the topographic survey (signed & sealed)
- b. AutoCAD Civil3D Drawing file (.dwg)
- c. Surface File (.xml)
- d. Point file of survey data (.csv)

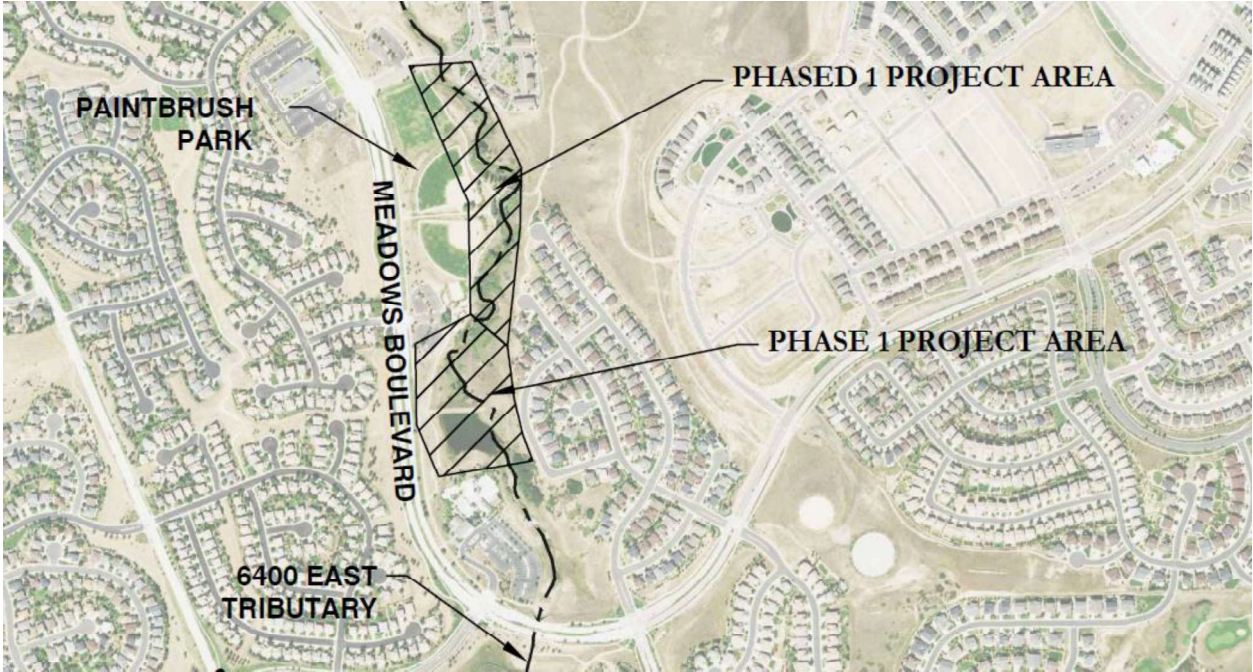
Please feel free to contact me with any questions regarding this proposal.

Sincerely,

*Ron Edwards*

Ron Edwards, PLS  
(970) 415-1482  
[rone@majesticsurveying.com](mailto:rone@majesticsurveying.com)

**Project Area**





**2025 GENERAL FEE SCHEDULE**  
**ANDERSON CONSULTING ENGINEERS, INC.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal Engineer III	\$220.00
Principal Engineer II	\$180.00
Principal Engineer I	\$175.00
Senior Engineer III	\$170.00
Senior Engineer II	\$165.00
Senior Engineer I	\$155.00
Project Engineer II	\$145.00
Project Engineer I	\$135.00
Engineer II	\$125.00
Engineer I	\$120.00
GIS/CAD Technician II	\$120.00
GIS/CAD Technician I	\$110.00
Project Assistant	\$90.00

**Other Directs Costs**

Airfare @ cost	In-house B&W Copies.....\$0.10/copy
Meals/Lodging @ cost	In-house Color Copies.....\$1.00/copy
Mileage @ current IRS mileage rate	B&W Plotter.....\$5.00/plot
Drone Equipment Charge....\$100/hr	In-house Color Plotter.....\$10.00/plot

All other direct costs such as communications, equipment rental, materials, laboratory services, shipping and reproduction will be charged at cost.

**EXHIBIT 1-C: WORK BREAKDOWN STRUCTURE**  
**BASIS OF FEE ESTIMATE**



**JUB ENGINEERS, INC.**  
 6400 E Tributary Construction Services, Town of Castle Rock Water  
 87-25-042  
 Jason Albert

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Albert, Jason Project Engineer - Senior	Hocking, Craig Project Engineer I	Ackert, Benjamin GIS Analyst - Senior	Fiske, Leah Project Accountant - Senior	Thompson, Brian GIS Analyst - Senior	J-U-B Expenses	Subconsultant Expenses	Total Compensation
010		Project Management	87	9	0	19	0	\$0	\$0	\$18,200
010	010	Financial Setup	0	0	0	1	0	\$0	\$0	\$100
		X	0			1		\$0	\$0	\$100
		Contingency				0		\$0	\$0	\$0
010	020	Invoicing	8	0	0	8	0	\$0	\$0	\$2,100
		13 months of invoicing   0.5 hours each	7			7		\$0	\$0	\$1,900
		Contingency	1			1		\$0	\$0	\$300
010	030	Client Progress Reports	8	0	0	8	0	\$0	\$0	\$2,100
		13 Total   0.5 hours each	7			7		\$0	\$0	\$1,900
		Contingency	1			1		\$0	\$0	\$300
010	040	Scope/Sched/Budget Mgmt	9	0	0	2	0	\$0	\$0	\$1,800
		Estimated Time	8			2		\$0	\$0	\$1,600
		Contingency	1			0		\$0	\$0	\$200
010	050	Subconsultant Mgmt	62	9	0	0	0	\$0	\$0	\$12,200
		Calls, emails, coordination, assume 2 hours per week for 23 weeks	56	8		0		\$0	\$0	\$11,000
		Contingency	6	1				\$0	\$0	\$1,200
020		QA/QC	9	2	0	0	0	\$0	\$0	\$1,900
020	010	LOMR Review	9	2	0	0	0	\$0	\$0	\$1,900
		8 hours for Jason Review, 2 for craig to address comments	8	2		0		\$0	\$0	\$1,700
		Contingency	1	0				\$0	\$0	\$200
030		Project Closeout	2	18	0	0	0	\$0	\$0	\$3,000
030	010	Record Drawings	2	18	0	0	0	\$0	\$0	\$3,000
		2 days to update drawings for Craig 2 hours	2	16				\$0	\$0	\$2,700
		Contingency	0	2				\$0	\$0	\$300
100		Pre Construction Support	24	7	0	0	9	\$0	\$0	\$6,000
100	010	Pre Bid Meeting	6	6	0	0	0	\$0	\$0	\$1,900
		4 hours driving 1 hour meeting	5	5		0		\$0	\$0	\$1,600
		Contingency	1	1				\$0	\$0	\$300
100	020	Construction Observation Plan	9	1	0	0	0	\$0	\$0	\$1,700
		8 hours Jason, 1 hour Craig Review	8	1		0		\$0	\$0	\$1,500
		Contingency	1	0				\$0	\$0	\$200
100	030	Pre Bid Questions	9	0	0	0	0	\$0	\$0	\$1,600
		Assumes 1 day of Jason Work	8			0		\$0	\$0	\$1,400
		Contingency	1					\$0	\$0	\$200
100	040	Pre Construction Drone Flight	0	0	0	0	9	\$0	\$0	\$800
		1 day to drive down do a down and process data					8	\$0	\$0	\$700
		Contingency					1	\$0	\$0	\$100
200		Design Engineer Construction Services	204	754	0	0	27	\$0	\$246,900	\$394,400

**EXHIBIT 1-C: WORK BREAKDOWN STRUCTURE**  
**BASIS OF FEE ESTIMATE**



Project Title, Client: 6400 E Tributary Construction Services, Town of Castle Rock Water  
 Project Number: 87-25-042  
 Prepared By: Jason Albert

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Albert, Jason Project Engineer - Senior	Hocking, Craig Project Engineer I	Ackert, Benjamin GIS Analyst - Senior	Fiske, Leah Project Accountant - Senior	Thompson, Brian GIS Analyst - Senior	J-U-B Expenses	Subconsultant Expenses	Total Compensation
200	010	Submittal Review	9	89	0	0	0	\$0	\$0	\$14,500
		54 submittals 1.5 hour each	8	81				\$0	\$0	\$13,100
		Contingency	1	8				\$0	\$0	\$1,300
200	020	RFI Review	4	35	0	0	0	\$0	\$0	\$5,800
		16 RFIS 2 hours each	4	32				\$0	\$0	\$5,300
		Contingency	0	3				\$0	\$0	\$400
200	030	Construction Observation and Inspections	129	550	0	0	18	\$0	\$153,800	\$257,700
		56 site visits 6 hours each, Jason will visit site monthly 13, Brian 2 Drone Flights	104	448			16	\$0	\$153,800	\$238,400
		Construction Reports 26 total take 2 hours each, 0.5 for review time for Jason, only needed during c	13	52				\$0	\$0	\$9,800
		Contingency	12	50			2	\$0	\$0	\$9,500
200	040	Testing	0	18	0	0	0	\$0	\$64,100	\$66,700
		Testing Review 1 hour per week during dam construction assumes 4 months		16				\$0	\$64,100	\$66,400
		Contingency		2				\$0	\$0	\$300
200	050	Construction Meetings	62	62	0	0	9	\$0	\$28,900	\$49,600
		1 hour per week, during the construction (virtual)	56	56			8	\$0	\$28,900	\$47,500
		Contingency	6	6			1	\$0	\$0	\$2,000
300		Field Design and Revision	9	35	0	0	0	\$1,400	\$0	\$8,100
300	010	Field Design and Revision	9	35	0	0	0	\$1,400	\$0	\$8,100
		2 sets of updated plans 2 days of Craigs time eash set 4 hours of my time	8	32				\$1,400	\$0	\$7,400
		Contingency	1	3				\$0	\$0	\$600
400		Project Walkthrough and Public Outreach	22	26	0	0	4	\$0	\$0	\$8,000
400	010	Project walkthrough	9	13	0	0	0	\$0	\$0	\$3,500
		1 day of work for craig and myself plus 4 hours to prepare and complete checklist	8	12				\$0	\$0	\$3,100
		Contingency	1	1				\$0	\$0	\$300
400	020	Public Outreach	13	13	0	0	4	\$0	\$0	\$4,500
		4 hours prep and 1 day of work for Craig and Myself	12	12			4	\$0	\$0	\$4,200
		Contingency	1	1			0	\$0	\$0	\$300
500		Post Project Survey	9	13	0	0	0	\$0	\$29,100	\$32,600
500	010	Post Project Survey	9	13	0	0	0	\$0	\$29,100	\$32,600
		Only Majestic work	8	12				\$0	\$29,100	\$32,200
		Contingency	1	1				\$0	\$0	\$300
600		LOMR	26	267	22	0	0	\$8,000	\$0	\$53,900
600	010	LOMR Modeling	4	88	0	0	0	\$0	\$0	\$13,500
		Hydraulic Modeling	4	80				\$0	\$0	\$12,300
		Contingency	0	8				\$0	\$0	\$1,200
600	020	LOMR Mapping	4	44	9	0	0	\$0	\$0	\$8,200
		16 RFIS 2 hours each	4	40	8	0		\$0	\$0	\$7,500
		Contingency	0	4	1			\$0	\$0	\$700

**EXHIBIT 1-C: WORK BREAKDOWN STRUCTURE**  
**BASIS OF FEE ESTIMATE**



Project Title, Client: 6400 E Tributary Construction Services, Town of Castle Rock Water  
 Project Number: 87-25-042  
 Prepared By: Jason Albert

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Albert, Jason Project Engineer - Senior	Hocking, Craig Project Engineer I	Ackert, Benjamin GIS Analyst - Senior	Fiske, Leah Project Accountant - Senior	Thompson, Brian GIS Analyst - Senior	J-U-B Expenses	Subconsultant Expenses	Total Compensation
600	030	LOMR Report	9	62	9	0	0	\$0	\$0	\$11,600
		LOMR report	8	56	8			\$0	\$0	\$10,500
		Contingency	1	6	1			\$0	\$0	\$1,200
600	040	LOMR Submittal and Comment	9	73	4	0	0	\$8,000	\$0	\$20,600
		Submittal To TOCR		2				\$0	\$0	\$300
		FEMA Submittal		4				\$8,000	\$0	\$8,600
		Comments	8	60	4			\$0	\$0	\$10,600
		Contingency	1	7	0			\$0	\$0	\$1,200
950		Expenses	0	0	0	0	0	\$7,100	\$0	\$7,100
		Mileage 170 miles round trip 60 trips (2 hours each way)						\$7,100	\$0	\$7,100
		Survey Equipment						\$0	\$0	\$0
		Per Diem						\$0	\$0	\$0
		Lodging						\$0	\$0	\$0
		Contingency						\$0	\$0	\$0
<b>Total Hours</b>			<b>392</b>	<b>1131</b>	<b>22</b>	<b>19</b>	<b>40</b>			<b>1,604</b>
<b>Total Costs</b>			<b>\$68,600</b>	<b>\$164,000</b>	<b>\$2,600</b>	<b>\$1,700</b>	<b>\$3,600</b>	<b>\$16,500</b>	<b>\$276,000</b>	<b>\$533,200</b>



**EXHIBIT C-4**

CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE



**Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**BLANKET WAIVER OF SUBROGATION –  
WHEN REQUIRED BY WRITTEN CONTRACT  
OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

**Location And Description Of Completed Operations**

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

**CG D3 61 03 05**

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