



**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(SCADA Master Plan Phase V Implementation – Castle Rock Water)**

DATE: October 21, 2025.

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

LOGICAL SYSTEMS, LLC, a Tennessee limited liability company, 2756 Appling Center Cove, Suite 101, Memphis, Tennessee 38133 (“Contractor” or “LSI”).

RECITALS:

- I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.
- II. The Town wishes to engage Contractor pursuant to its Sole Source policy to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

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

2. **Payment.** The Town’s total obligation to Contractor under this Agreement for the Services shall not exceed **\$5,921,200.00**, unless authorized in writing by the Town. Contractor shall invoice Town for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit I*. Town may withhold payment in whole, or in part for the Services found by the Town to be not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of the Inspection and Warranty Section herein, below. Town shall remit payment, whether whole or in part within fifteen (15) days of receipt of such invoice.

3. **Term.** The term of this Agreement shall commence upon the execution of this Agreement and expire on **August 1, 2027** (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Contractor shall complete any Services in progress as of the expiration date. Contractor shall devote adequate resources, in its professional opinion, 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.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to 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. In the event that the Town terminates this Agreement without cause, such fees may include reasonable demobilization costs, restocking fees and other reasonable costs incurred by Contractor as a result of such termination (the "Termination Fees"). The Town shall not be required to pay any Termination Fees which would result in the cumulative total payment to Contractor under this Agreement exceeding the Town's total payment obligation as listed in Paragraph 2 of this Agreement. Contractor shall provide the Town with an itemization of the Termination Fees if such fees are incurred. Contractor shall not be entitled to charge Termination Fees if the Town terminates this Agreement for cause, or if Contractor is in default under this Agreement. Upon termination, Contractor shall immediately turn over all work product, materials, deliverables created up to the point of termination.

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

6. **Inspection and Warranty.** Town reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Services and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Services in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Services shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Services. If Town elects to accept nonconforming or defective Services, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect. Contractor expressly warrants that all materials and/or equipment manufactured by Contractor and furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in conformance with this Agreement for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

7. **Risk of Loss.** With respect to any goods or equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to the Inspection and Warranty Section herein, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

8. **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.

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

10. **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.

11. **Insurance.**

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

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

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

C. **Additional Insureds:** For Commercial General Liability and Automobile Liability, Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials,

officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

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

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

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

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

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

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

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

13. **Indemnification.** Contractor expressly agrees to defend, indemnify and hold harmless Town or any of its agents, 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 or willful misconduct of Contractor or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

14. **Delays.** Any delays in or failure of performance by any party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes,

labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

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

16. **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 as defined in Paragraph 17 below and with the exception of any delay excused under Paragraph 14 herein, 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 reasonable.

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

18. **Limitation of Liability.** In no event shall either party be liable for lost profits or incidental, consequential, punitive or exemplary damages under this Agreement. Contractor's liability hereunder shall be limited to (a) insurance proceeds paid, or (b) in the event that insurance does not timely pay, to the payment made to Contractor under this Agreement; provided, however, that should insurance proceeds not be available or paid out due to Contractor's failure to possess or maintain insurance coverage as required by this Agreement, or through any other act or failure by Contractor impacting the availability or payment of insurance proceeds, the aforementioned limitation on liability shall not apply. Town's liability shall be limited to the payment made to Contractor under this Agreement.

19. **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.

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

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

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

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

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

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

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

Contractor warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Contractor shall not knowingly utilize any protected patent, trademark or copyright in performance of the Work or Services unless Contractor has obtained proper permission and all licenses, releases and other necessary documents. Contractor releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law, except where (a) the Work or Services are provided in conformance with the Town's express specifications, or (b) third-party manufactured goods or materials are incorporated into the Work or Services.



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

27. **Independent Contractor.** Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. 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.

28. **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.

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

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

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

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

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONTRACTOR'S CERTIFICATE OF INSURANCE

[SIGNATURE PAGE TO FOLLOW]



ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Stacey Song, Assistant Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

LOGICAL SYSTEMS, LLC

By: Carmen Manes
(Print Name)

Carmen Manes
(Signature)

Its: Contract Administrator
(Title)



EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Submitted to: Walter Schwarz

Creation Date: October 10, 2025

Submitted by: Kristin Scott

Last Revision Date: October 17, 2025

Reviewed by: Joey Cate

1 Scope of Work

This scope of work is based on the following source documents provided to LSI which described the current state of Castle Rock Water's SCADA Master Plan Implementation efforts and outlined support needs to 18 facilities including:

180997_SMPP5 Drawings - IFB Revision 1, 180997_SMPP5 Specifications_ IFB Revision 1, and Addendum 1

Per Revision 1 of this proposal, LSI has amended the overall mobilization schedule to allow for back-to-back outages of the Ray Waterman WTP remote sites concurrent with the Ray Waterman WTP outage. In addition, LSI has reduced the overall project meetings effort to bi-weekly remote meetings leading up to and after the Ray Waterman WTP construction phase. Meetings will remain weekly on-site for the duration of the Ray Waterman Construction Phase. LSI has also reduced the training effort for remote sites.

For this scope of work, LSI will be providing the detail design, procurement, and construction efforts for Castle Rock Water. As part of this effort LSI will be providing the electrical and control systems design as well as the control system integration. LSI will provide technical and commercial oversight of the electrical and mechanical installation contractors. LSI will also provide a Project Manager for this effort to provide a single point of interface responsible to Castle Rock Water's Project Manager.

This document forms the entire basis for the scope of work and deliverables between the two parties. No other terms other than those contained herein are agreed to. A written purchase order is required for confirmation of the order and must reference this proposal number.

It is recognized by the parties that the aforementioned scope of services is based on the current evaluation and corresponding request by Castle Rock Water and it is possible that variations in the scope of services specified herein may be adjusted from time to time based on newly found needs and requirements at the facility. In such an event, Logical Systems, LLC will use its best efforts to keep Castle Rock Water informed of any such variations and, in any event, shall receive Castle Rock Water's advance approval prior to undertaking any variations that will increase the costs of services Logical Systems, LLC to Castle Rock Water.

2 Project Management

2.1 Project Management

LSI shall provide specific for its scope, a Project Manager for this effort to serve as the point of contact between Castle Rock Water personnel, contractors, vendors, and the LSI resources working on the project. This allows for timely updates of project milestones and will ensure a seamless documented transfer of information between all parties minimizing the potential for scope changes.

Per Revision 1 of this proposal, LSI has reduced the overall project meetings effort to bi-weekly remote meetings leading up to and after the Ray Waterman WTP construction phase. Meetings will remain weekly on-site for the duration of the Ray Waterman Construction Phase.

For this scope of work, LSI has included the following meetings for the duration of the project.

- For the duration from Notice to Proceed to the beginning of the Ray Waterman Construction Phase* LSI has included bi-weekly remote meetings. LSI has included up to twenty-two (22) remote meetings for this period

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- For the duration of the Ray Waterman Construction Phase* LSI has included weekly on-site meetings. LSI has included up to twenty-six (26) onsite meetings for this period.
- For the duration from the end of Ray Waterman Construction Phase the completion of the last remote site, LSI has included bi-weekly remote meetings. LSI has included up to eighteen (18) remote meetings for this period

A total of 40 remote and 26 onsite meetings will be provided as a part of this proposal.

*Note: For this proposal Ray Waterman Construction Phase is defined as the beginning of Mechanical/Electrical Onsite Work and concludes at the end of LSI Onsite I/O Checkout and Start-up.

3 Equipment and Fabrication

LSI will design, fabricate, and internally wire 20 control panels, 5 remote I/O panels, and 12 motor control panels. These panels will be designed to meet the requirements of being UL 508A Listed based on Issue for Construction drawings developed by LSI and submitted to the Owner for approval. LSI will fabricate and list the panels prior to shipment; any design changes or modifications after Owner's approval of fabrication drawings may require additional funding. Panels will be fabricated and listed utilizing one of LSI's four UL508A certified panel shops.

Additionally, LSI will design, fabricate, and internally wire nine (9) transmitter panels, one (1) intrinsically safe junction box, four (4) actuator local control panels, one (1) sump pump motor starter panel, and two (2) sample pump starter panels. These panels will not be UL Listed.

In addition to the panels above, LSI will also be procuring and providing various instrumentation for the Ray Waterman WTP and remote sites per the provided drawings and specifications.

4 Hardware Design Effort

For this scope of work, LSI will design and create drawings for all panels listed above in Section 3. LSI will provide a pre-construction submittal for the material to be provided as well as panel layout and schematic drawings for the 54 panels included in this scope of work. These submittals will be provided electronically in PDF format. AutoCAD DWG drawings will be provided to the Owner upon request. Hard copies are not included.

In addition, LSI will be conducting individual site detail design. Included in this detail design is the effort for system walk-down and research and creating detailed contractor scope of work documents for both mechanical and electrical installations and demolitions. This detailed design will also include conduit routing, wire way installation details, power distribution drawings, and cable schedules depending on the site.

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5 Control System Integration Effort

5.1 Control System Integration Effort

LSI will provide the control system integration effort required for three (3) ControlLogix processors at Ray Waterman WTP, 15 CompactLogix processors at remote sites, and two (2) Opto22 processors at remote sites. This effort will also include configuring MQTT Ignition Edge PCs for the 15 Compact Logix remote sites and configuring the Ignition Edge driver in the two (2) Opto22 processors to integrate the remote sites with Castle Rock's existing FactoryTalk View SE application. Ignition visualization efforts are excluded from this scope of work.

It is estimated that this project will require updating up to 15 existing SCADA screens for Ray Waterman WTP, one (1) existing FactoryTalk ViewSE SCADA screen for each remote site, and modification to two (2) system overview and summary screens. In addition, LSI will be providing simple operator terminal screens for each site with Allen-Bradley Processors. These OIT graphics will mirror the SCADA functionality of these sites. Additional local functionality not included in the SCADA screens is not included in this proposal.

In addition, LSI will also be developing functional description/control narrative documents for each individual site detailing control schema, AOI configuration, and functional specifications for the site and associated equipment.

6 Documentation

Upon installation and commissioning of a site, LSI will as built all panel drawings and provide an operations and maintenance (O&M) manual for the equipment reflecting as-built parameters and configuration of the system as left after completion. Documentation will be provided electronically in PDF and DWG format. Hard copies are not included.

For this proposal, LSI will redline mechanical drawings with instrumentation ranges for equipment provided by LSI. All other mechanical drawing redlines are excluded from this scope of work.

7 Training

Per Revision 1 of this proposal, LSI has reduced the training effort for remote sites from four (4) hours per site to three (3) hours per site.

LSI will provide training for the Castle Rock Water Operations team on the system updates. This proposal includes up to three (3) hours of in-person training for each remote site and up to 32 hours for in-person training at Ray Waterman WTP.

8 Installation

LSI will subcontract a licensed electrical contractor for the electrical scope of work and a licensed mechanical contractor for the mechanical scope of work. LSI has successfully collaborated directly with local firms including Sun Valley Electric and Piper Electric in the past.

LSI received bids from both contractors listed above. LSI conducted interviews with each company to evaluate the provided proposals.

Submitted to: Walter Schwarz

Creation Date: October 10, 2025

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For the purposes of this proposal, LSI has included the subcontracted electrical and mechanical installation effort from Sun Valley Electric. From the interviews, LSI believes that Sun Valley Electric exhibited the best understanding of the approach to complete this scope of work. If requested, LSI will work with Castle Rock Water to select another contractor for this scope of work, however it should be noted that this may cause a change to the overall project cost.

The overall installation effort is estimated. In the event the effort will require more construction labor, LSI will work with Castle Rock Water to communicate the variances and potentially issue a change order.

9 On-Site Support

LSI will provide on-site installation support for the startup and commissioning of new equipment and integration of the new control panels with the Castle Rock Water's SCADA system.

Per Revision 1 of this proposal, LSI has amended the overall mobilization schedule to allow for back-to-back outages of the Ray Waterman WTP remote sites concurrent with the Ray Waterman WTP outage. With that adjustment, the overall construction mobilization schedule reduced from 50 weeks to 42 weeks.

Unforeseen on-site delays with existing site conditions, network connections, production rescheduling, plant services, and personnel are not taken into account of which any of these could contribute to extending support over the estimated period. In addition, the estimated period does not account for personnel staying over a weekend or returning on-site for production standby.

9.1 Construction Management

LSI is to provide the overall Construction Management effort for both the Mechanical and Electrical effort required for the upgrades at Ray Waterman and the Remote sites. For this purpose of this proposal, LSI has assumed this effort will be forty-two (42) 40-hour weeks during the installation season of Oct 2026 – July 2027.

9.2 Post Commissioning Support

LSI has included up to six (6) hours per remote site for post commissioning support. Additionally, LSI has included up to 48 hours of effort to address punch list items for Ray Waterman WTP after the plant startup.

10 Client Responsibilities

10.1 Source Documentation

Castle Rock Water is to provide relevant project drawings, documentation, and configuration files from the existing process(es) to LSI.

10.2 Existing Equipment Condition

Any equipment required for this scope of work that is existing or provided by others is assumed to be fully functional and operational to support the scope of work. Any equipment found to be in unsatisfactory condition will be repaired or replaced as a change order, separate scope, or by others, as agreed upon by LSI and Castle Rock Water. Should the equipment condition impact LSI's ability to perform the scope, a change order or schedule adjustment may be required by LSI to proceed.

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Creation Date: October 10, 2025

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10.3 On-Site Infrastructure for LSI Use

Castle Rock Water will, at a minimum, provide the following (as needed) for the LSI execution team and this scope:

- Badged Site Access and Parking
- Internet Access to LSI VPN and bandwidth for audio/video conferencing
- Printing/Plotting
- Working and Meeting Space

10.4 Network Configuration

Town of Castle Rock is to provide configuration parameters of network switches and XetaWave radio settings.

11 Schedule

Per specification documents, work is expected to begin November 20, 2025, and continue through August 13, 2027.

Submitted to: Walter Schwarz

Creation Date: October 10, 2025

Submitted by: Kristin Scott

Last Revision Date: October 17, 2025

Reviewed by: Joey Cate

12 Pricing

Pricing is Fixed Price. **Updated pricing has been provided per revision 1 of this proposal.**

The pricing below is based on current valid price quotes; however, pricing is subject to change until the equipment ships. Due to current supply chain uncertainties, these quotes most likely will increase before delivery due to tariffs and inflationary pressures. As a partner, we believe it best to make it extremely clear the potential that pricing could change upon delivery, outside of the control of LSI or Castle Rock Water.

No.	Site Name	Quantity	Unit	Labor Price	Equipment Price	Total Price
1	Ray Waterman WTP	1	LS	\$ 1,213,400.00	\$ 1,092,000.00	\$ 2,305,400.00
2	Castle Oaks LS	1	LS	\$ 142,000.00	\$ 90,900.00	\$ 232,900.00
3	Black Pine PRV	1	LS	\$ 87,800.00	\$ 79,400.00	\$ 167,200.00
4	Woodlands 1 Well Site	1	LS	\$ 120,900.00	\$ 74,500.00	\$ 195,400.00
5	Reservoir 3	1	LS	\$ 61,100.00	\$ 13,700.00	\$ 74,800.00
6	Castle Oaks Valve Vault	1	LS	\$ 72,600.00	\$ 55,800.00	\$ 128,400.00
7	Castle Oaks 6 Well Site	1	LS	\$ 104,900.00	\$ 72,900.00	\$ 177,800.00
8	Castle Oaks 7 Well Site	1	LS	\$ 104,900.00	\$ 72,900.00	\$ 177,800.00
9	Castle Oaks 8 Well Site	1	LS	\$ 102,500.00	\$ 65,300.00	\$ 167,800.00
10	Canyons South Well Site	1	LS	\$ 104,900.00	\$ 74,100.00	\$ 179,000.00
11	CR1 Diversion Pump Station	1	LS	\$ 121,800.00	\$ 106,600.00	\$ 228,400.00
12	Well Site 176	1	LS	\$ 82,500.00	\$ 51,100.00	\$ 133,600.00
13	Central Well Field 1 Well Site	1	LS	\$ 149,500.00	\$ 145,000.00	\$ 294,500.00
14	Central Well Field 2 Well Site	1	LS	\$ 131,200.00	\$ 115,400.00	\$ 246,600.00
15	Heckendorf Well Site	1	LS	\$ 138,200.00	\$ 115,100.00	\$ 253,300.00
16	South Well Field Well Site	1	LS	\$ 129,600.00	\$ 113,000.00	\$ 242,600.00
17	Well Site 204	1	LS	\$ 90,100.00	\$ 54,800.00	\$ 144,900.00
18	Pinery Interconnect	1	LS	\$ 46,300.00	\$ 10,500.00	\$ 56,800.00
19	General Conditions (Division 01)	1	LS	N/A	N/A	\$ 474,000.00
20	Conduit Allowance	1	LS	N/A	N/A	\$ 40,000.00
26	Warranties - Alternate 1	1	LS	N/A	N/A	N/A
					Sum Total	\$ 5,921,200.00
27	Warrantied - Alternate 2 (Option)	1	LS	N/A	N/A	\$ 97,200.00
				Sum Total With Options		\$ 6,018,400.00

NOTES:

1. Federal, state, provincial, or local taxes, fees, or permits are not included. Unless otherwise noted. LSI will be required to charge and collect sales tax unless furnished with the appropriate exemption documentation.
2. This Proposal is valid for 45 days, unless extended in writing by Logical Systems, LLC.
3. Please email purchase order to: clientPO@logicalsystinc.com.
4. Please include the LSI job number (29549F) on the purchase order.

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5. Hardware prices provided in this Proposal are subject to change to the prices in effect at the time of delivery.
6. Proposed Payment Milestones:

Proposed Milestone Description	Percentage
Order Acceptance	20%
Phase 5A Drawings Issued for Review	5%
Phase 5B Drawings Issued for Review	5%
Programming Completion	10%
Receipt of Hardware	25%
Phase 5A Site Mobilization	5%
Phase 5A Installation Completion	10%
Phase 5A Commissioning Complete	5%
Phase 5B Site Mobilization	5%
Phase 5B Installation Completion	5%
Phase 5B Commissioning Complete	5%
Total	100%

Per the supplied RFP document "180997_90PCT Specifications.pdf" as detailed in section 01 23 00 – Part 3 – Execution 3.01, LSI has included Alternate No. 1 as a base cost of this proposal. Alternate No. 2 Has been provided as an option.

- Alternate 1 is defined via the RFP document as "Provide manufacturer/contractor standard warranty on all equipment supplied and Work performed as part of this Contract."
- Alternate No. 2 is defined via the RFP document as "Provide warranty on all equipment supplied and Work performed as part of this Contract as described in Section 01 78 36."

Remit Payments to:

Logical Systems, LLC

P.O. Box 341321

Memphis, TN 38184-1321

13 Assumptions, Exclusions, and Clarifications

General Assumptions, Exclusions, and Clarifications:

1. This scope, proposal, and estimate is based on the source documentation as provided to LSI. If changes are made to or missing items or errors are found in the source documents, it may require LSI to request a change in contract amount and/or schedule.
2. All onsite work will be confirmed by Castle Rock Water a minimum of one (1) week in advance. If Castle Rock Water reschedules an installation window during that confirmed window, additional costs may be applicable.
3. Customer will provide access to all areas where necessary during normal business hours (7:00 AM – 5:00 PM) unless other arrangements are made. If access is not available when previously agreed upon, additional costs may be applicable.
4. All work will be performed in strict accordance with all applicable building codes. The Customer will inform LSI and their Contractors of any unusual code or building circumstances of which they are aware.
5. New field I/O wiring will be pulled as part of this scope per sourced documentation. Conduit will be reused where possible. Conduit allowance of \$40,000 per the provided contractor fee schedule has been included where conduit may not be re-used.
6. The control panels, remote I/O, and motor control panels provided will be UL listed. All other miscellaneous panels will be provided without UL Listing.
7. Electronic copies of CAD files requiring modifications will be supplied by the client in their native format. PDF file will not suffice for this work.
8. Any required software licenses will be supplied by the client.
9. Radio studies are excluded from this scope of work.
10. Castle Rock Water will be providing all data trending and historian configuration effort.
11. No arc flash studies of new or existing MCCs or Motor Control Panels are included in this proposal
12. Assume all VFDs, soft starters, and motor starters will be reused unless otherwise specifically noted.
13. For pricing purposes, any motors requiring new motor starters, soft starters, or VFDs without specified motor details have been assumed to be 5 HP.
14. All outdoor equipment will be protected with surge protection devices connected back to the Control Panel or Remote I/O Panel. Equipment located in vaults is excluded from this protection unless it is in direct contact with a hatch door or manhole cover.
15. It is assumed that all pipe taps (saddle or hot taps) for process instrumentation are existing. No new taps have been provided per this proposal.
16. LSI has assumed only new provided VFDs, soft starters, motor starters, flow transmitters, chemical analyzer transmitters, alarm dialers, and uninterruptible power supplies will be wired for RJ45 ethernet communication for non-critical process signals.
17. Per the Scope of Work document provided in the RFQ, LSI assumes that Castle Rock Water shall be responsible for any and all surveying needs.

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18. LSI assumes all concrete pads are in good condition and do not require any maintenance. Castle Rock Water shall be responsible for all pad maintenance.
19. LSI assumes all permit fees are to be covered by Castle Rock Water and are excluded from this scope of work.
20. All landscaping, grading, seeding and erosion control is excluded from this scope of work.
21. Per the Scope of Work and Addendum documents provided in the RFQ, LSI assumes that Castle Rock Water shall be responsible for any and all bypassing needs.
22. Castle Rock Water will assist with providing confined space permits for work in any confined space as a part of this scope of work.
23. It is assumed that any alarm dialer replacement will utilize the same alarm point configuration as the existing alarm dialers. Communication to the PLC will be upgraded to Modbus TCP/IP per the new communication specification.
24. The overall installation effort included in this scope of work has been estimated by the mechanical and electrical contractor based on the RFP provided to LSI and subsequently the mechanical and electrical contractor. LSI will coordinate closely with the chosen contractor to adhere to scope and inform Castle Rock Water of any deviations in a timely manner.
25. All equipment provided by Castle Rock Water will be warranted by Castle Rock Water. LSI assumes no liability for the warranty of this equipment.
26. Davis-Bacon, Bid Bond, and Performance Bond has been excluded from this proposal.
27. The global supply chain is currently experiencing extended or unreliable lead times for material procurement. LSI will endeavor to hold schedule, but LSI is not responsible for supplier part or equipment delivery issues outside of our control.
28. LSI has quantified all panel hardware based on a 20% spare allocation, as determined from the I/O list provided by the engineer. All I/O located outside the PLC panel is assumed to require new field wiring. For estimating purposes, LSI has assumed a maximum wiring length of 25 feet per signal.
29. Existing valve limit switches are not to be replaced and excluded from the pricing for this proposal.
30. Modifying electrical utilities is excluded from this scope of work. The only power panel that is to be replaced is at Black Pine PRV.
31. Ignition visualization has been excluded from this proposal.
32. LSI hosted Factory Acceptance Testing (FAT) events have been excluded from this proposal.
33. The detail design provided in this proposal is based on work executed for Phase IV SCADA Master Plan.
34. Mechanical drawing updates are excluded from this proposal. LSI assumes only redlines to instrument ranges for equipment provided by LSI are within scope of this project.
35. Per the supplied RFP document "180997_90PCT Specifications.pdf" as detailed in section 01 23 00 – Part 3 – Execution 3.01, LSI has included Alternate No. 1 as a base cost of this proposal. Alternate No. 2 Has been provided as an option.

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- a. Alternate 1 is defined via the RFP document as "Provide manufacturer/contractor standard warranty on all equipment supplied and Work performed as part of this Contract."
- b. Alternate No. 2 is defined via the RFP document as "Provide warranty on all equipment supplied and Work performed as part of this Contract as described in Section 01 78 36."

Site Specific General Assumptions, Exclusions, and Clarifications:

Ray Waterman Water Treatment Facility

1. Local control panels for valve actuators will be replaced. Existing valves and Rotork actuators will stay in place.
2. It has been assumed that 12A motor starter contactors are sufficient for the motor sizes associated with the Foundation Drain Pump Station No. 1, Foundation Drain Pump Station No. 2, and Backwash Waste Pump Station starter panels (LCP-7400, LCP-7500, & LCP-7600).
3. It has been assumed that VFDs rated for 5 HP are sufficient for the motor sizes associated with the Decant Pump Station starter panel.
4. It has been assumed that VFDs rated for 5 HP are sufficient for the motor sizes associated with the East and West Trac Vac VFD Panels (LCP-7100 & LCP-7200).
5. It has been assumed that 3/4 HP Air Compressors rated for up to 145 PSI, a 5-gallon expansion tanks, and Festo pneumatic manifolds are sufficient for the pneumatic requirements associated with the East and West Trac Vac Pneumatic Panels.
6. RW-WT-FIT-5304 is assumed to be an 18-inch Promag W 500 Flow Meter with 18-inch grounding rings.
7. The sump pumps SP-301 and SP-302 in the filter building lower level requiring replacement are assumed to be 1/2 HP.
8. The sample pumps P-1510 and P-1512 in the equalization building lower level requiring replacement are assumed to be 1/2 HP.

Castle Oaks Lift Station

1. The singular flow switch in the upper level (FSL-9003) for monitoring HVAC air supply is sufficient per NFPA guidelines. LSI only included one (1) flow switch in pricing.
2. LSI assumes there is no device AIT-9014 requiring replacement. It is currently shown on the network drawing on LS-CO-0ES-100, but not on the site plans or P&IDs.

Black Pine PRV

1. CLA-VAL insertion flow meters, X144D, are discontinued. LSI has assumed the new XP2F flow metering system developed by CLA-VAL is an acceptable substitute.



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

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

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

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Tammy Quinn	
	PHONE (A/C, No, Ext): (901)881-6464 FAX (A/C, No): (901)881-6467 E-MAIL ADDRESS: tqquinn@mcwins.com	
INSURED Logical Systems LLC; Logical Systems Inc; LSI Construction LLC (et al) 2756 Appling Center Cove Memphis TN 38133	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Fire Insurance Company	19682
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Hartford Underwriters Insurance Co	30104
	INSURER D: Continental Casualty Company	20443
	INSURER E: Navigators Specialty Insurance Company	36056
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25-26 MASTER

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20UUNBC5FFN	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20UENEI7243	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20XHUBE3L20	6/30/2025	6/30/2026	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEAB6J11	6/30/2025	6/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			20TE033022418	6/30/2025	6/30/2026	LIMIT OF INSURANCE-Per Claim	5,000,000
D	Excess Professional Liab			652349860	6/30/2025	6/30/2026	LIMIT OF INSURANCE Per Claim	5,000,000

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

E. Pollution Liability Pol# NY24ECPX01463NC 6/30/2025 to 6/30/2026 \$5,000,000 Limit of Insurance.

Project: 28707 On-Call Support Services, for SCADA Design, consultation, programming and any SCADA related support needed.

As required by written contract, the Town of Castle Rock, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects to Commercial General Liability and Business Auto.

CERTIFICATE HOLDER

DTiffany@crgov.com

Town of Castle Rock, A
Colorado Municipal Corporation
100 N. Wilcox St.
Castle Rock, CO 80104

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R Whitley/QUINNT

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ACORD 25 (2014/01)

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INS025 (201401)