



**FIRST AMENDMENT TO TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(Plum Creek Pipeline Central to PCWPF – CRW)**

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

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

**CONSOR NORTH AMERICA, INC.**, an Oregon corporation, 1157 W. Century Drive, Suite 220, Louisville, Colorado 80027 (“Consultant”).

**RECITALS:**

- I. The Town and Consultant (hereinafter collectively referred to as the “Parties”) are Parties to the Town of Castle Rock Services Agreement (Plum Creek Pipeline Central to PCWPF – CRW) dated September 3, 2024 (the “Agreement”), which Agreement is attached hereto as ***Exhibit A-1***.
- II. The Parties desire to amend the Agreement to extend the Term of the Agreement, expand the scope of Services, and update the not-to-exceed payment amount.
- III. The Town and Consultant wish to memorialize these changes in this First Amendment to the Agreement (“First Amendment”).

**TERMS:**

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

“1. **Scope of Services.** Consultant shall provide all of the services to the Town as set forth in ***Exhibit 1*** to the Agreement and ***Exhibit B-1*** to the First Amendment (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.”
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:
 

“2. **Payment.** Consultant shall invoice Town monthly for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1*** to the Agreement and ***Exhibit B-1*** to the First Amendment. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations (“disputed Services”). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **\$469,081.00**, unless authorized in writing by Town.”



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

“3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **September 30, 2026** (the “Term”). Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.”

4. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as *Exhibit C-1*.

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

**ATTACHED EXHIBITS:**

EXHIBIT A-1 – AGREEMENT

EXHIBIT B-1 – UPDATED SCOPE OF SERVICES

EXHIBIT C-1 – UPDATED CONSULTANT CERTIFICATE OF INSURANCE

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Kaitlin Parker, Assistant Town Attorney

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

**CONSULTANT – CONSOR NORTH AMERICA, INC.:**

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

\_\_\_\_\_  
Chris Manning  
(Print Name)

Its: \_\_\_\_\_  
Principal Engineer  
(Title)

**EXHIBIT A-1**

**AGREEMENT**

CON-2024-0399



**TOWN OF CASTLE ROCK SERVICES AGREEMENT**  
**(Plum Creek Pipeline Central to PCWPF – CRW)**

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**DATE:** \_\_\_\_\_ September 3, 2024 \_\_\_\_\_

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

**CONSOR NORTH AMERICA, INC.**, an Oregon corporation, 1157 W. Century Drive, Suite 220, Louisville, Colorado 80027 (“Consultant”).

**RECITALS:**

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

**TERMS:**

1.     **Scope of Services.** Consultant shall provide all of the services to the Town as set forth on *Exhibit 1* (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.
2.     **Payment.** Consultant shall invoice Town monthly for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Town shall not be required to pay for disputed Services until the dispute is resolved. The Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement exceed **\$390,676.00**, unless authorized in writing by Town.
3.     **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on December 31, 2025 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement for one (1) additional year under the same terms and conditions by executing a written amendment to this Agreement prior to December 31, 2025. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.
4.     **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days’ written notice to Consultant. The Town’s only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and or deliverables created up to the point of termination.



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

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

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

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

9. **Insurance.**

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

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

B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as ***Exhibit 2***, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as

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a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

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

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

11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including reasonable attorney's fees that are or may be awarded as a result of any loss, injury or damage

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sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement. Any reuse of above noted work product outside the scope of Work without Consultant review and approval shall be at Town's sole risk and without liability to Consultant.

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

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24. **Independent Contractor.** Consultant 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, Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

25. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. **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.

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

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

29. **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; (3) Exhibit containing Scope of Services and Fee Schedule; and (4) Exhibit containing Town of Castle Rock Affidavit of Independent Contractor Status.

**ATTACHED EXHIBITS:**

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

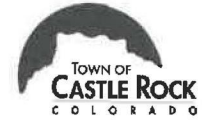
EXHIBIT 3 – TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

**[SIGNATURE BLOCK TO FOLLOW]**



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DS



**ATTEST:**

DocuSigned by:

*Lisa Anderson*

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Lisa Anderson, Town Clerk



**Approved as to form:**

Signed by:

*Kaitlin Parker*

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Kaitlin Parker, Assistant Town Attorney

**TOWN OF CASTLE ROCK**

DocuSigned by:

*Jason Gray*

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Jason Gray, Mayor

**Approved as to content:**

Signed by:

*Mark Marlowe*

FEA6D2E651B241D...

Mark Marlowe, Director of Castle Rock Water

**CONSULTANT:**

**CONSOR NORTH AMERICA, INC.**

By:

*[Signature]*  
(Signature)

*Chris Manning*

(Print Name)

Its:

*Principal Engineer*

(Title)

Previously Executed

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## **EXHIBIT 1**

### **SCOPE OF SERVICES AND FEE SCHEDULE**

Consultant shall provide to the Town the below indicated services, including but not necessarily limited to design services to upsize the existing Plum Creek Raw Water Return Pipeline from an existing 16-inch diameter to an equivalent 30-inch diameter to meet capacity needs to Plum Creek Water Purification Facility, an evaluation of environmental considerations, an alignment study, and coordination for the anticipated BNSF railroad crossing:

Previously Executed

## SECTION 2 - ACTION PLAN AND SCHEDULE

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

### Task 1 - Project Management

This task includes the administration and coordination of the consultant's staff, subconsultants, and the interface with the Town's PM and other Town staff. The consultant will actively manage all project work to meet the project budget and schedule. For the purposes of this scope and budget, a 10-month project duration is anticipated. The following subtasks are included:

#### Task 1.1 - Project Administration

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

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

#### Task 1.2 - Client Meetings

Coordinate and attend key project design meetings by video conference. Provide an agenda and summary for all meetings held. The four meetings under this subtask include the following:

- Project Kick-off
- Routing Study
- Design Review at 30% Completion
- Design Review at 90% Completion

#### Task 1.3 - Internal Meetings

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

#### Task 1.4 - Subconsultant Coordination

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

#### Task 1.5 - Quality Management

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



### Task 1 Deliverables

- Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status will be submitted to the Town on a monthly basis.
- A proposed schedule through final design and bidding.
- Client meeting agendas and minutes.
- Quality management review logs.

### Task 2 - Data Collection and Site Reconnaissance

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

#### Task 2.1 - Data Collection

Gather and review existing mapping, as-builts, design drawings, engineering reports, and other data related to the proposed project. Review existing water transmission piping, valving, and system operations. It is anticipated available data will include:

- Prior water system studies, analyses, and reports of the Town.
- Property parcels and ROW information (GIS map layer data).
- Town of Castle Rock Utilities base map information.
- Record drawings of all relevant water system facilities pertaining to the site and related Town projects.
- Any available geotechnical information.
- Other available utility mapping, including Town storm sewers, gas, power, and cable.
- Town street and drainage record drawings as well as pavement depth data.
- Tax lot maps.
- Other information relevant to the project.

#### Task 2.2 - Site Visits

Perform site reconnaissance with design team and Town staff to review existing site conditions along proposed alignments and at water line tie-in locations. Two site visits are anticipated during this phase of the project.

#### Task 2.3 - Field Survey

Work under this task includes all surveying needed to prepare a survey base map identifying existing ROW and easements along the route of the raw water line and the associated connection points. The work to be performed is as follows:

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

#### Task 2.4 – Geotechnical Investigation

Utilizing data collected from the 2012 project in which the 16-inch water line was installed, during this subtask, additional geotechnical investigation work will occur to validate the previous information and support the design of the new pipeline. This proposal includes 15 new test holes with the associated field visual inspection and laboratory testing of the material. The work completed and results of the field and lab work will be summarized in a Geotechnical Engineering Report.

#### Task 2.5 – Utility Locates and QL-A Investigation

During this subtask, a thorough utility investigation along the proposed alignment(s) will be completed. This includes identifying the necessary utilities to a Quality Level B (QLB) for utilities identified to be within the project extents. For utilities that the proposed pipeline will cross or be adjacent to, Quality Level A (QLA) locating will be completed. For the purpose of this proposal and based on a review of the existing utilities on the provided drawings for the existing 16-inch pipeline, 35 utilities located to QLA have been estimated. This investigation will be the basis for the Subsurface Utility Engineering (SUE) Report and plans.

#### Task 2 Deliverables

- Notes from site visits.
- Geotechnical Engineering Report.
- Utility mapping exhibits.

### Task 3 – Routing Study

A routing study of two optional alignments for the proposed transmission main will be conducted. Consor will work with the Town to define and refine additional alignment alternatives to be evaluated. The alternative routes will include conceptual level design, drawings, easements, and cost estimates for the Town's consideration. Our proposal anticipates the expectation for at least one railroad crossing, including permitting and trenchless installation. The advantages and disadvantages of each route will then be identified. A scoring matrix will then be developed to rank each of the alternatives and a preferred route will be identified. It is anticipated that the Town will select the preferred alignment for final design based on Consor's recommendations.

#### Task 3.1 – Identify Alignment Alternatives

Utilizing data collected during Task 2, Consor will work closely with the Town to identify viable alignment alternatives based on the connection points, existing ROW, permitting requirements, ease of access for construction and maintenance, and other challenges and opportunities.

#### Task 3.2 – Evaluate Alignment Alternatives

Consor will complete a qualitative and quantitative evaluation of the identified alignment alternatives. The evaluation will conclude with the development and implementation of a scoring matrix that will utilize a weighted KPI system to identify the highest ranked alignment.

#### Task 3.3 – Prepare Conceptual Level Drawings

The identified viable alignment alternatives will be visually represented by conceptual drawings. These drawings will reflect the overall alignment along with critical areas, constructability challenges, access, required ROW, and overall impacts to existing infrastructure and above grade improvements.

#### Task 3.4 – Prepare Engineer's Estimates of Probably Construction Costs (EEOPCCs)

Consor will prepare Class 5 EEOPCCs for the identified alternatives. These EEOPCCs will provide a budgetary level estimate of the construction costs associated with each alternative to help inform the alternative evaluation and the Town's selection of the preferred option.

### Task 3 Deliverables:

Deliverables for this task include a technical memorandum documenting the findings for the alignment review. Submit one draft copy and an electronic PDF of the memorandum to the Town for review. Incorporate Town comments and prepare final memorandum and submit in PDF format. The technical memorandum will cover the following elements:

- Discussion of alternatives.
- Conceptual design drawings.
- EEOPCCs.
- Scoring matrix and recommendations.

## Task 4 – Design Documents

### Task 4.1 – 30% Design Drawing Development

Work under this task includes preparation of the preliminary design for the project. This includes pipe preliminary design calculations and analysis to include size and material evaluation, hydraulic analysis, constructability review, and phasing plans, if necessary. The preliminary design will include completion of the drawings to approximately the 30% level that will primarily represent the horizontal alignment along with key features and critical components of the alignment such as trenchless crossings, existing infrastructure to be removed or relocated, and connection points. The anticipated sheets at the 30% design milestone are identified in the provided draft drawing list. The 30% design drawings will be presented for Town review and comments.

### Task 4.2 – 30% EEOPCC

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

### Task 4.3 – 90% Design Drawing Development

Work under this task includes preparation of the final design drawings. During this stage, further refinement of the horizontal and vertical alignments will be completed along with the design of valving and other appurtenances for the pipeline. Additionally, the trenchless crossings will be advanced to include the necessary information and details to accurately represent the crossing method and associated requirements. The anticipated sheets at the 90% design milestone are included in the provided draft drawing list. The 90% design drawings will be presented for Town review and comments.

### Task 4.4 – Technical Specifications

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

### Task 4.5 – 100% EEOPCC

Utilizing the final design package, a detailed EEOPCC will be prepared to support the Town's assessment of the project in relation to the budget. The 100% EEOPCC will generally align with the developed bid tab to allow thorough review of contractor's bids during the bidding phase of the project.

### Task 4.6 – Issued for Bid Documents

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



#### Task 4 Deliverables

- Electronic scalable set of plans (11 x 17-inch PDF format) at the 30% and 90% and issued for bid design milestones.
- Technical specifications at the 90% and issued for bid design milestones.
- Construction Bid Schedule and other contractual documents required for the bidding phase.
- EEOPCs at the 30% and 100% design milestones.
- Design CAD files (AutoCAD format).
- Survey control for construction (AutoCAD format).

#### Task 5 – Permitting and ROW Coordination

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

##### Task 5.1 – Permitting and ROW Review

Utilizing the findings from the routing study and further refinements during the design phase, Consor will complete thorough identification of the necessary permitting to allow for construction of the proposed pipeline. Anticipated permitting is outlined below with the associated permitting fees.

- Town of Castle Rock Permits – assumed waived fees
  - Right-of-Way Permit
  - Easement Crossing Permit
  - Boring in Public ROW
  - TESC Manual to support Construction Stormwater Discharge Permit with CDPHE
- Douglas County – depending on selected alignment
  - GESC Permit - \$250 + \$25/ac disturbance
  - Utility Construction Plan Review - \$450
- BNSF Railway
  - Pipeline Crossing - \$2,000 application fee

Based on the Town's goals for the new pipeline as identified in the RFP and reinforced during the site walk, we do not currently anticipate permitting requirements with the USACE or USFWS. Coordination with each agency will occur as needed to evaluate alignment alternatives. The current alignment for the segment to be upsized within this project is outside of the effective floodplain; therefore, floodplain permits are also not anticipated.

Additionally, during this task, Consor will review the existing ROW and identify locations where additional permanent and temporary easements will be needed to support initial Town negotiations.

##### Task 5.2 – TESC Manual

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

##### Task 5.3 – Utility Permitting Coordination

Consor will lead coordination with other utilities that the proposed pipeline will cross or route near. This includes identifying and procuring any necessary approvals and permits to allow for construction of the proposed pipeline. Utilities that typically require increased coordination include high and medium voltage power (both above and below grade), high and medium pressure gas mains, and fiber optic and other advanced telecommunications.

#### **Task 5.4 – Subsurface Utility Engineering (SUE) Plans and Report**

Utilizing the work completed under task 2.5, Consor will prepare a SUE Plan and Report in accordance with ASCE 38 and Senate Bill 18-167. The SUE Plan and Report will identify all utilities located within the project extents along with the quality level in which they were located – QLD through QLA. Where QLA located were completed, the horizontal and vertical locations will be noted along with the utility size and type, where appropriate.

#### **Task 5.5 – BNSF Railway Permit Coordination**

Consor will lead coordination with the BNSF Railway to submit an application for and coordinate approval and issuance of a pipeline crossing permit. This will include initial coordination with the local BNSF ROW team along with completion of their permit application. For the purposes of this proposal, we anticipate only a crossing permit will be required. If during the routing study an alignment is selected that will parallel the railway within BNSF ROW, additional permitting, design, and reviews may be required for a longitudinal permit. Additional efforts can include additional geotechnical investigation and seismic monitoring and design, along with additional construction permits. These efforts can be significant and will impact the viability of a longitudinal alignment within BNSF ROW, which is why we have elected to not include this within the base scope of work.

#### **Task 5.6 – Easement Legal Descriptions**

The Consor team will prepare easement legal descriptions and exhibits to support the Town acquiring the necessary additional ROW to construct and maintain the proposed pipeline. The southern approximately one-half of the current alignment (west side of BNSF RR) is within Town ROW and the proposed alignment is unlikely to vary greatly from the current due to restrictions with the railroad, floodplain, and environmentally sensitive areas. The north half of the alignment (east side of BNSF RR) is currently within a 30-foot permanent easement and additional permanent easements and temporary construction easements are likely. Most of the current alignment for the north half is within tracts owned by Castle Rock Development Company. The RFP identifies an estimated total of six easements, which we have included within this proposal.

Our project schedule and draft drawing sheet list are included on the following pages.

Previously Executed



Castle Rock Water  
Plum Creek Pipeline Central to PCWPF  
Preliminary Sheet List  
6/21/2024

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

GENERAL			Notes:	Consultant:	Design Lead:	30%	90%	100%
1	G-001	Cover Sheet and Vicinity and Location Maps		Conсор		X	X	X
2	G-002	Index of Drawings		Conсор		X	X	X
3	G-003	Standard Abbreviations		Conсор		X	X	X
4	G-004	General Symbols		Conсор		X	X	X
5	G-005	General Notes		Conсор		X	X	X
6	G-006	Project Control and Survey - 1 of 2		Conсор		X	X	X
7	G-007	Project Control and Survey - 2 of 2		Conсор		X	X	X
8	G-008	Legend - Civil		Conсор		X	X	X
9	G-009	Legend - Road Replacement		Conсор		X	X	X
10	G-010	Bore Log Data - 1 of 4		Conсор			X	X
11	G-011	Bore Log Data - 2 of 4		Conсор			X	X
12	G-012	Bore Log Data - 3 of 4		Conсор			X	X
13	G-013	Bore Log Data - 4 of 4		Conсор			X	X
CIVIL			Notes:	Consultant:	Design Lead:	30%	90%	100%
14	C-101	Overall Site Improvements Keymap		Conсор		X	X	X
15	C-102	Civil Site Layout STA 00+00 to 10+00		Conсор		X	X	X
16	C-103	Civil Site Layout STA 10+00 to 20+00		Conсор		X	X	X
17	C-104	Civil Site Layout STA 20+00 to 30+00		Conсор		X	X	X
18	C-105	Civil Site Layout STA 40+00 to 50+00		Conсор		X	X	X
19	C-106	Civil Site Layout STA 50+00 to 60+00		Conсор		X	X	X
20	C-107	Civil Site Layout STA 60+00 to 70+00		Conсор		X	X	X
21	C-108	Civil Site Layout STA 70+00 to 80+00		Conсор		X	X	X
22	C-109	Civil Site Layout STA 80+00 to 90+00		Conсор		X	X	X
23	C-110	Civil Site Layout STA 90+00 to 100+00		Conсор		X	X	X
24	C-111	Civil Site Layout STA 100+00 to 110+00		Conсор		X	X	X
25	C-112	Plan and Profile Keymap		Conсор		X	X	X
26	C-113	Water Line Plan and Profile - STA 00+00 to 10+00		Conсор		X	X	X
27	C-114	Water Line Plan and Profile - STA 10+00 to 20+00		Conсор		X	X	X
28	C-115	Water Line Plan and Profile - STA 20+00 to 30+00		Conсор		X	X	X
29	C-116	Water Line Plan and Profile - STA 30+00 to 40+00		Conсор		X	X	X
30	C-117	Water Line Plan and Profile - STA 40+00 to 50+00		Conсор		X	X	X
31	C-118	Water Line Plan and Profile - STA 50+00 to 60+00		Conсор		X	X	X
32	C-119	Water Line Plan and Profile - STA 60+00 to 70+00		Conсор		X	X	X
33	C-120	Water Line Plan and Profile - STA 70+00 to 80+00		Conсор		X	X	X
34	C-121	Water Line Plan and Profile - STA 80+00 to 90+00		Conсор		X	X	X
35	C-122	Water Line Plan and Profile - STA 90+00 to 100+00		Conсор		X	X	X
36	C-123	Water Line Plan and Profile - STA 100+00 to 110+00		Conсор		X	X	X
37	C-124	Roadway Replacement Plan - 1 of 3		Conсор			X	X
38	C-125	Roadway Replacement Plan - 2 of 3		Conсор			X	X
39	C-126	Roadway Replacement Plan - 3 of 3		Conсор			X	X
40	C-127	Site Access Plan - 1 of 2		Conсор			X	X
41	C-128	Site Access Plan - 2 of 2		Conсор			X	X
42	C-129	Civil Details - X of X		Conсор			X	X
43	C-130	Civil Details - X of X		Conсор			X	X
44	C-131	Civil Details - X of X		Conсор			X	X
45	C-132	Civil Details - X of X		Conсор			X	X
46	C-133	Civil Details - X of X		Conсор			X	X



## FEE

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

### PLUM CREEK PIPELINE CENTRAL TO THE PCWPF

Task	Consor Direct Labor	Subconsultant Total	Subtotal
1 – Project Management	\$40,755.00		\$40,755.00
2 – Data Collection and Site Reconnaissance	\$18,871.00	\$122,870.00	\$141,741.00
3 – Routing Study	\$32,277.00		\$32,277.00
4 – Design Documents	\$126,246.00		\$126,246.00
5 – Permitting & ROW Coordination	\$38,656.00	\$11,000.00	\$49,656.00
TOTAL			<b>\$390,676.00</b>

Previously Executed



PLUM CREEK PIPELINE CENTRAL TO POWPF  
CASTLE ROCK WATER  
PROPOSED FEE ESTIMATE

	QA/QC Principal Engineer V	PIC/PM Principal Engineer IV	Cost Estimator Cost Estimator III	DPM/DL Professional Engineer VI	PE Engineering Designer III	Trenchless TSL Principal Engineer III	CAD Technician II	PA Administrative III	Hours	Labor	Subconsultants			Subconsultant Multiplier % Markup	Subconsultant Total with Markup	CADD Units \$/hr	Total
											Geotech	Survey	Utility Locates				
	\$257 Boland/Tho	\$243 Manning/Chr	\$247 Griesinger/Rob	\$179 Walmsley/Sea	\$154 Campbell/Nic	\$228 O'Sullivan/Bre	\$118 Cloud/Br	\$109 Malladi/Wil									
<b>Task 1 - Project Management</b>																	
Task 1.1 - Project Administration		16		12	4	4		12	48	\$	8,876			1.1	\$	-	\$ 8,876
Task 1.2 - Client Meetings		12		12	16		8		40	\$	7,532			1.1	\$	-	\$ 7,532
Task 1.3 - Internal Meetings	4	12		12	12	6			54	\$	10,257			1.1	\$	-	\$ 10,257
Task 1.4 - Subconsultant Coordination		8		8	12	2			30	\$	5,683			1.1	\$	-	\$ 5,683
Task 1.5 - Quality Management	24	4		2	8	4			34	\$	8,407			1.1	\$	-	\$ 8,407
Task 1 Subtotal	28	52	0	46	44	16	8	12	206	\$	40,755	-	\$	-	\$	-	\$ 40,755
<b>Task 2 - Data Collection and Site Reconnaissance</b>																	
Task 2.1 - Data Collection		4		8	8				20	\$	3,638			1.1	\$	-	\$ 3,638
Task 2.2 - Site Recon		4		8	8				12	\$	1,459			1.1	\$	-	\$ 1,459
Task 2.3 - Field Survey		5		8	8		6		18	\$	3,380	\$ 30,500		1.1	\$	33,550	\$ 36,930
Task 2.4 - Geotechnical Investigation		4		8	16				16	\$	2,820	\$ 28,200		1.1	\$	31,020	\$ 34,840
Task 2.5 - Utility Locates including QI-A Investigation		4		8	16				28	\$	4,869		\$ 53,000	1.1	\$	58,300	\$ 63,169
Task 2 Subtotal	0	20	0	36	44	0	6	0	106	\$	18,799	\$ 28,200	\$ 53,000	1.1	\$	122,870	\$ 141,741
<b>Task 3 - Routing Study</b>																	
Task 3.1 - Identify Alignment Alternatives		8		12	16	4	8		48	\$	8,417			1.1	\$	-	\$ 8,417
Task 3.2 - Evaluate Alignment Alternatives		8		16	20	4			48	\$	8,804			1.1	\$	-	\$ 8,804
Task 3.3 - Prepare Conceptual Level Diagrams		6	6	8	16	4	20		54	\$	8,631			1.1	\$	-	\$ 8,631
Task 3.4 - Prepare EOP/PCs - Class 5		4		8	8	4			30	\$	6,079			1.1	\$	-	\$ 6,079
Task 3 Subtotal	0	26	6	44	60	16	28	0	180	\$	31,881	-	\$	-	\$	-	\$ 31,881
<b>Task 4 - Design Documents</b>																	
Task 4.1 - 30% Design Drawing Development		24		60	120	6	40		250	\$	41,154			1.1	\$	-	\$ 41,874
Task 4.2 - 30% EOP/PC		4	6	8	12	6			32	\$	6,189			1.1	\$	-	\$ 6,189
Task 4.3 - 90% Design Drawing Development		24		60	120	6	40		250	\$	41,154			1.1	\$	-	\$ 41,874
Task 4.4 - Technical Specifications		12		16	16	4			32	\$	12,854			1.1	\$	-	\$ 12,854
Task 4.5 - 100% EOP/PC		4	6	8	12	4			32	\$	6,189			1.1	\$	-	\$ 6,189
Task 4.6 - Issued for Bid Documents		16		20	40	4	20		100	\$	16,907			1.1	\$	-	\$ 17,267
Task 4 Subtotal	0	84	12	172	344	24	100	0	796	\$	124,446	-	\$	-	\$	-	\$ 126,246
<b>Task 5 - Permitting &amp; ROW Coordination</b>																	
Task 5.1 - Permitting and ROW Review		8		12	12				32	\$	5,944			1.1	\$	-	\$ 5,944
Task 5.2 - TESC Manual		4		8	24		8		44	\$	7,045			1.1	\$	-	\$ 7,153
Task 5.3 - Utility Permitting Coordination		4		12	16		6		38	\$	6,296			1.1	\$	-	\$ 6,296
Task 5.4 - SUE Plans and Report		6		8	20	6	8		42	\$	6,916			1.1	\$	-	\$ 7,024
Task 5.5 - BNSF Permitting Coordination		6		12	20	6	2		46	\$	8,293			1.1	\$	-	\$ 8,329
Task 5.6 - Easement Legal Descriptions		4		8	8		2		22	\$	3,875			1.1	\$	-	\$ 3,911
Task 5 Subtotal	0	32	0	60	100	6	26	0	224	\$	38,568	-	\$	-	\$	-	\$ 40,656
<b>TOTAL - ALL TASKS</b>																	
	28	214	18	358	592	62	168	12	1462	\$	254,250	\$ 28,200	\$ 53,000		\$	133,870	\$ 386,676

## 2024 Billing Rates

Classification	Rate
Principal Engineer VI	\$ 274.40
Principal Engineer V	\$ 256.80
Principal Engineer IV	\$ 243.20
Principal Engineer III	\$ 228.00
Principal Engineer II	\$ 215.20
Principal Engineer I	\$ 205.60
Professional Engineer IX	\$ 208.25
Engineering Designer IX	\$ 200.60
Professional Engineer VIII	\$ 198.90
Engineering Designer VIII	\$ 190.40
Professional Engineer VII	\$ 187.85
Engineering Designer VII	\$ 181.05
Professional Engineer VI	\$ 179.35
Engineering Designer VI	\$ 172.55
Professional Engineer V	\$ 167.45
Engineering Designer V	\$ 161.50
Professional Engineer IV	\$ 158.10
Engineering Designer IV	\$ 153.85
Professional Engineer III	\$ 153.85
Engineering Designer III	\$ 153.85
Engineering Designer II	\$ 141.10
Engineering Designer I	\$ 130.05
Technician IV	\$ 153.00
Technician III	\$ 136.85
Technician II	\$ 118.15
Technician I	\$ 100.30
Administrative III	\$ 108.80
Administrative II	\$ 100.30
Administrative I	\$ 88.40
Cost Estimator III	\$ 246.50
Cost Estimator II	\$ 197.20
Cost Estimator I	\$ 147.90
Construction Manager X	\$ 253.30
Construction Manager IX	\$ 236.30
Construction Manager VIII	\$ 223.55
Construction Manager VII	\$ 215.90

Construction Manager VI	\$ 200.60
Construction Manager V	\$ 184.45
Construction Manager IV	\$ 175.10
Construction Manager III	\$ 159.80
Construction Manager II	\$ 147.05
Construction Manager I	\$ 130.90
Inspector VII	\$ 184.45
Inspector VI	\$ 170.00
Inspector V	\$ 153.85
Inspector IV	\$ 143.65
Inspector III	\$ 127.50
Inspector II	\$ 113.90
Inspector I	\$ 98.60
Principal III	\$ 303.45
Principal II	\$ 265.20
Principal I	\$ 233.75
Project Manager IV	\$ 210.80
Project Manager III	\$ 210.80
Project Manager II	\$ 187.85
Project Manager I	\$ 164.05
Project Coordinator IV	\$ 147.90
Project Coordinator III	\$ 137.70
Project Coordinator II	\$ 123.25
Project Coordinator I	\$ 108.80
Quality Control Compliance Specialist	\$ 153.85
Survey Party Chief	\$ 102.85
Survey Technician III	\$ 93.50
Survey Technician II	\$ 85.00
Survey Technician I	\$ 75.65
Planner II	\$ 120.70
Planner I	\$ 89.25
Scientist VI	\$ 134.30
Scientist V	\$ 120.70
Scientist IV	\$ 107.10
Scientist III	\$ 102.85
Scientist II	\$ 89.25
Scientist I	\$ 75.65

CON-2024-0399



**EXHIBIT 2**

**CONSULTANT'S CERTIFICATE OF INSURANCE**

Previously Executed



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

8/16/2024

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

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

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td><b>INSURER B:</b> Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td><b>INSURER C:</b> National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td><b>INSURER D:</b> AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td><b>INSURER E:</b> Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Continental Casualty Company	20443	<b>INSURER B:</b> Great American Insurance Company	16691	<b>INSURER C:</b> National Fire Insurance Co of Hartford	20478	<b>INSURER D:</b> AXIS Surplus Insurance Company	26620	<b>INSURER E:</b> Travelers Property Casualty Company of America	25674	<b>INSURER F:</b>	
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<b>INSURER E:</b> Travelers Property Casualty Company of America	25674														
<b>INSURER F:</b>															
<b>INSURED</b> 1407115 Consor North America Inc. 6505 Waterford District Drive, Suite 470 Miami FL 33126															

**COVERAGES** **CERTIFICATE NUMBER:** 20831118 **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7036360752	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7036360766	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	N	N	TUE 3274463 04	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7036465081 (AOS) 7036441749 (CA)	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<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
D	Professional & Environmental Liab.	N	Y	EBZ634816/01/2023	12/31/2023	12/31/2024	\$10,000,000 per Claim \$10,000,000 Aggregate Deductible: \$500,000 \$5M occ / aggr
E	Excess Liab.			EX-6X767086-23-NF	12/31/2023	12/31/2024	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 RE: Plum Creek Pipeline Central to PCWPF W242202CO.00. \*See page 2\*

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

**20831118**

Town of Castle Rock  
 Attention: Erin Evans  
 175 Kellogg Ct.  
 Castle Rock CO 80109

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

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Town of Castle Rock, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town of Castle Rock are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of Town of Castle Rock, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town of Castle Rock if required by written contract with respect to General Liability, Automobile Liability, Professional Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

Previously Executed



CON-2024-0399



**EXHIBIT 3**

**TOWN OF CASTLE ROCK  
AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS**

I, Chris Manning, an authorized representative of **CONSOR NORTH AMERICA, 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, the undersigned, hereby certify the following:

- With respect to the Agreement, **CONSOR NORTH AMERICA, INC.** ("Entity") represents and warrants that it is the Entity's 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, to include all employees and agents of the above-named Entity. Entity understands and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require Entity work exclusively for the Town, except that Entity 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.
- Entity is not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide Entity 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.
- 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 does not pay Entity personally but rather makes checks payable to the trade or business name of the Entity, who is 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.
- Entity 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.

CON-2024-0399



- ENTITY UNDERSTANDS THAT NEITHER ENTITY NOR ITS EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OF THE TOWN. THE ONLY AVAILABLE UNEMPLOYMENT COMPENSATION COVERAGE IS THAT PROVIDED BY THE ENTITY.
- ENTITY UNDERSTANDS THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.

**INDEPENDENT CONTRACTOR:**

**CONSOR NORTH AMERICA, INC.**

By: \_\_\_\_\_

Name Chris Manning

**STATE OF COLORADO** )

) ss.

**COUNTY OF** Boulder )

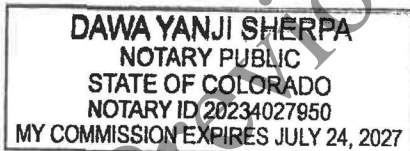
The foregoing instrument as acknowledged before me this 13 day of August, 2024 by Christopher Michael Manning as Principal of the above-mentioned Independent Contractor.

Witness my official hand and seal.

My commission expires: July 24, 2027

Dhruva

Notary Public





## **EXHIBIT B-1**

### **UPDATED SCOPE OF SERVICES**

# Scope of Additional Services

## Task 1 - Project Management

### Subtask 1.1 Project Administration

- Coordinate additional scope and the associated prime contract management.

### Subtask 1.4 Subconsultant Coordination

- Administrative coordination with subconsultants including development and execution of contract amendments.

### *Task 1 Assumptions*

- None

### *Task 1 Deliverables*

- None

## Task 2 – Data Collection and Site Reconnaissance

### Subtask 2.3 Field Survey

- Complete additional field survey of selected alignment including an approximately 4,000 linear foot corridor on the west side of the railroad.

### Subtask 2.5 Utility Locates including QL-A Investigation

- Complete additional QL-A locating per selected alignment. Current estimate is 86 utilities that will require QL-A locating due to the proximity with the proposed pipeline.

### *Task 2 Assumptions*

- The selected alignment will not change significantly (stay within the current corridor) throughout the final design phase.
- The number of utilities located to QL-A generally aligns with the current estimate of 86.
- Typical traffic control requirements during QL-A utility locating within existing roadways will be acceptable.

### *Task 2 Deliverables*

- CAD files for full survey including the additional area
- Subsurface Utility Engineering (SUE) drawings and report for all utilities including the additional QL-A located utilities.

# Proposed Project Schedule

The additional field survey was previously completed to maintain design progress on the project. The utility locating as currently scoped has begun and should be completed by the end of 2025. The additional QL-A locating will commence following acceptance and execution of the contract amendment and is currently planned for January 2026.

## Summary

This letter outlines additions to the project scope to provide additional field survey and utility locating based on the selected pipeline alignment. The estimated fee for this scope of work is \$78,405. This amount would be amended to the current contract amount of \$390,676. A summary of the fees for each project task can be found in the table below and a detailed Fee Estimate is attached at the end of the document for your review.

Task	Estimated Fee
Task 1.1 – Project Administration	\$2,099
Task 1.4 – Subconsultant Coordination	\$2,943
Task 2.3 – Field Survey	\$23,383
Task 2.5 – Utility Locates Including QL-A Investigation	\$49,980
Total	\$78,405

Thank you for your consideration regarding this contract amendment. Please reach out if you have any questions or need any additional information.

Sincerely,



Conсор  
Chris Manning, PE  
Principal Engineer

PLUM CREEK PIPELINE CENTRAL TO PCWP/ - AMENDMENT 1  
CASTLE ROCK WATER  
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)												Labor	Subconsultants		Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
	Principal Engineer IV	Professional Engineer VI	Engineering Designer IV	Technician II	Administrative I		Hours	Survey	Utility Locates										
Average Billing Rate Estimated per Classification/Staff																			

Consor

**EXHIBIT C-1**

UPDATED CONSULTANT CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/07/2025

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

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

<b>PRODUCER</b> MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>		<b>FAX</b> (A/C, No):
CN144764051-XS-GAUWP-24-25		GA		
<b>INSURED</b> Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Continental Casualty Company		20443
		<b>INSURER B:</b> N/A		N/A
		<b>INSURER C:</b> National Fire Insurance Company		20478
		<b>INSURER D:</b> Axis Surplus Insurance Company		26620
		<b>INSURER E:</b> Travelers Property Casualty Company of America		25674
		<b>INSURER F:</b> The Continental Insurance Company		35289

## COVERAGES

## CERTIFICATE NUMBER:

SEA-004060369-03

## REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7095110478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			8018283485	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7095135476 (AOS) 7095140595 (CA)	12/31/2024 12/31/2024	12/31/2025 12/31/2025	<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
D	Prof & Environmental Liability		<input checked="" type="checkbox"/>	EBZ634816/01/2024	12/31/2024	12/31/2025	Per Claim/Aggregate 10,000,000
E	Excess Liability		<input checked="" type="checkbox"/>	EX-A1241010-24-NF	12/31/2024	12/31/2025	Occurrence/Aggregate 5,000,000

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

RE: Plum Creek Pipeline Central to PCWPF W242202CO.00. \*See page 2\*

## CERTIFICATE HOLDER

Town of Castle Rock  
Attention: Erin Evans  
175 Kellogg Ct.  
Castle Rock, CO 80109

## 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

*Marsh USA LLC*

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

<b>AGENCY</b> MARSH USA LLC.		<b>NAMED INSURED</b> Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Town of Castle Rock, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town of Castle Rock are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of Town of Castle Rock, its elected and appointed officials, officers, employees, agents and authorized volunteers acting within the course and scope of their duties for the Town of Castle Rock if required by written contract with respect to General Liability, Automobile Liability, Professional Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law.



**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

Per schedule on file with company

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2024

Policy Page: of





**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2024

Policy Page: of



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

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

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**

**BUSINESS AUTO COVERAGE FORM**

**MOTOR CARRIER COVERAGE FORM**

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CONSOR HOLDINGS LLC.

**Endorsement Effective Date:** 12/31/2024

**SCHEDULE**

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

ANY PERSON OR ORGANIZATION FOR WHOM OF WHICH  
YOU ARE REQUIRED BY WRITTEN CONTRACT OR  
AGREEMENT TO OBTAIN THIS WAIVER FROM US.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2024

Policy Page: of

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
  - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A.** Was executed prior to:
  - 1.** The **bodily injury** or **property damage**; or
  - 2.** The offense that caused the **personal and advertising injury**;  
for which the additional insured seeks coverage; and
- B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020005270363607527421



**Policy Holder Notice - Countrywide**

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020005270363607527376





**CNA PARAMOUNT**

**Primary and Noncontributory - Other Insurance  
Condition Endorsement**

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020005270363607527423



CNA74987XX (1-15)

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CONTINENTAL CASUALTY COMPANY

Insured Name: CONSOR HOLDINGS LLC

Policy No: **7095110478**

Endorsement No:

Effective Date: **12/31/2024**

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CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against  
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION FOR WHO OF WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16)

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CONTINENTAL CASUALTY COMPANY

Insured Name: CONSOR HOLDINGS LLC

Policy No: **7095110478**

Endorsement No:

Effective Date: **12/31/2024**

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**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE - Refer to the Schedule of Operations**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Policy No: WC 7 95140595

Policy Effective Date: 12/31/2024

Policy Page: of



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Policy No: WC 7 95135476

Policy Effective Date: 12/31/2024

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