



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(Tanks 17A and 17B Monoclor® Residual Control System Station Construction and
Installation)**

DATE: _____.

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

VELOCITY PLANT SERVICES, LLC, a Colorado limited liability company, 2107 W. College Avenue, Englewood, Colorado 80110 (“Contractor”).

RECITALS:

- I. The Town and Contractor (collectively, the “Parties”) entered into an Equipment and Services Acquisition Agreement dated March 13, 2023 (the “Agreement”), to construct a foundation and building with heating/cooling equipment, electric service, lighting, and SCADA peripherals and to install PSI Water Technologies, Inc. equipment, as set forth in the Agreement.
- II. The Parties entered into a First Amendment to the Agreement dated October 17, 2023 (“First Amendment”) to extend the completion date, add additional services to increase the size of the foundation and building, and update the total payment amount.
- III. The Agreement and First Amendment are attached hereto as *Exhibit A-2*.
- IV. The Parties desire to amend the Agreement to add additional equipment and services and update the total payment amount by the amount of \$56,465.00, as provided in the supplementary scope of Work and fee schedule attached as *Exhibit B-2*, and extend the completion date to January 31, 2025 due to the revised scope of Work.
- V. The Town and Contractor wish to memorialize these changes in this Second Amendment to the Agreement (“Second Amendment”).

TERMS:

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

“1. **Scope of Work**. Contractor shall perform all of the services and provide all of the materials as set forth on *Exhibit 1* to the Agreement, *Exhibit B-1* to the First Amendment, and *Exhibit B-2* to the Second Amendment (“Work”). Contractor shall complete the Work consistent with standards and practices of the profession.”
2. **Amendment**. Section 2 of the Agreement is amended to read as follows:



“2. **Payment.** Contractor shall invoice Town on a monthly basis for the Work rendered in accordance with the rate and fee schedule set forth in *Exhibit 1* to the Agreement, *Exhibit B-1* to the First Amendment, and *Exhibit B-2* to the Second Amendment. The Town shall pay such invoices within thirty (30) days of receipt of such invoice. In no event shall the cumulative payments to Contractor under this Agreement exceed **\$274,570.00**, unless authorized in writing by Town.”

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

“3. **Term/Completion.** The term of this Agreement shall commence on March 13, 2023 and expire on January 31, 2025 (the “Term”). Contractor shall complete the work by January 31, 2025. The Parties may mutually agree to extend the Term of this Agreement for no more than four (4) additional one-year term periods under the same terms and conditions by executing a written amendment to this Agreement prior to January 31, 2025. Nothing in this paragraph prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Contractor shall complete any Work in progress as of the expiration date unless directed otherwise by the Town. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified in this Agreement. Contractor shall perform the Work 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 Contractor is attached as *Exhibit C-2*.

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

ATTACHED EXHIBITS:

EXHIBIT A-2 – AGREEMENT AND FIRST AMENDMENT

EXHIBIT B-2 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-2 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]



ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

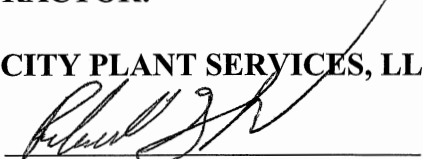
Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director, Castle Rock Water

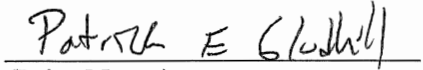
CONTRACTOR:

VELOCITY PLANT SERVICES, LLC

By:



(Signature)



(Print Name)

Its:



(Title)



EXHIBIT A-2
AGREEMENT AND FIRST AMENDMENT

CON-2023-0653



FIRST AMENDATORY AGREEMENT
(Tanks 17A and 17B Monoclor Residual Control System Station Construction and Installation)

October 17, 2023

DATE: _____.

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

VELOCITY PLANT SERVICES, LLC, a Colorado limited liability company, 2107 W College Avenue, Englewood, Colorado 80110 (“Contractor”).

RECITALS:

- I. The Town and Contractor entered into an Agreement on March 13, 2023 (the “Agreement”), attached hereto as *Exhibit A-1*.
- II. The parties desire to amend the Agreement to extend the completion date, add additional services and update the total payment.
- III. The Town and Contractor wish to memorialize this change in this First Amendatory Agreement to the Agreement (“First Amendatory Agreement”).

TERMS:

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

“Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit B-1* (“Work”). The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed **\$218,105**, unless authorized in writing by Town.”

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

“3. Term/Completion. The term of this Agreement shall commence on March 13, 2023 and expire on December 31, 2024 (the “Term”). Contractor shall complete the Work by March 31, 2024. The Parties may mutually agree to extend the Term of this Agreement for no more than five (5) years under the same terms and conditions by a written amendment to this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Town. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.”

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

“1. Scope of Services. Contractor shall perform all of the services and provide all materials set forth on *Exhibit 1* to the Agreement and *Exhibit B-1* to the First Amendatory



Agreement (“Work”). Contractor shall complete the Work consistent with standards and practices of the profession.”

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

ATTACHED EXHIBITS:

EXHIBIT A-1 – AGREEMENT

EXHIBIT B-1 – WORK or SERVICE

DS

ATTEST:

Digitally signed by:

Lisa Anderson

298A8A4E0EE34AF...

Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

Digitally signed by: *David L. Corliss*

1BB5457CFF75414...

David L. Corliss, Town Manager

Approved as to form:

Michael J. Hyman

F7347F32A6794D1...

Jenny Nelson, Assistant Town Attorney

Approved as to content:

Mark Marlowe

FEA6D2E651B241D...

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

VELOCITY PLANT SERVICES, LLC

By:

Nolan Luecke

Digitally signed by Nolan Luecke
DN: C=US,
E=n.luecke@velocity.com,
O=Velocity Plant Services,
CN=Nolan Luecke
Date: 2023.10.12 15:00:40-06'00'

Its:

Previously Executed



EXHIBIT A-1

AGREEMENT

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**TOWN OF CASTLE ROCK
EQUIPMENT AND SERVICES ACQUISITION AGREEMENT
(Tanks 17A and 17B Monoclor® Residual Control System Station Construction and
Installation)**

DATE: 3/13/2023 | 2:21 PM MDT

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").
VELOCITY PLANT SERVICES, LLC, a Colorado limited liability company, 2107 W College Avenue, Englewood, Colorado 80110 ("Contractor").

RECITALS:

- A. The Town issued a Request for Quotes from qualified contractors with expertise in chemical feed systems services.
- B. Contractor timely submitted its Quotes.
- C. Town wishes to engage Contractor to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

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

Section 2. Total Obligation. The Town's total obligation to Contractor under this Agreement for the Work shall not exceed \$199,750.00, unless authorized in writing by the Town.

Section 3. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within thirty (30) days of receipt of such invoice. Town may withhold payment in whole, or in part for the Work found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Contractor is in default of Section 6, below.

Section 4. Completion. Contractor understands time is of the essence in this Agreement. Contractor shall commence the Work upon execution of this Agreement and complete the Work not later than December 31, 2023. Contractor shall devote adequate resources to assure timely completion of the Work in accordance with the standards specified



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in this Agreement. Contractor shall perform the Work under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

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

Section 6. Inspection and Warranty. Town reserves the right to inspect the Work provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Work and cancel all or any part of this Agreement if Contractor fails to deliver all or any part of the Work in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Work shall not relieve Contractor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Work. If Town elects to accept nonconforming or defective Work, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Town for the nonconformity or defect.

Contractor expressly warrants that all materials and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship, are installed properly and in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Contractor, shall, at its option, repair or replace any material and/or equipment that fail to satisfy this warranty during the warranty period. Additionally, Contractor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

Section 7. Risk of Loss. With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to Section 6, above, at the destination specified by the Town. Contractor assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

Section 8. Annual Appropriation. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.



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

Section 10. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 11. Insurance. Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

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

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.



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4. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

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

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as **Exhibit 2** as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

Section 12. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

Section 13. Indemnification. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work



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pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor.

Section 14. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 15. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 16. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 17. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

Section 18. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 19. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 20. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 21. Independent Contractor. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically,



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Contractor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of the Town.

Section 22. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail.

ATTEST:

DocuSigned by:
Lisa Anderson
Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

DocuSigned by:
David L. Corliss
David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:
Michael J. Hyman
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
Mark Marlowe
Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

VELOCITY PLANT SERVICES, LLC

By: [Signature] BRIG DRESCH

Its: DIRECTOR of OPERATIONS

Previously E-Executed



EXHIBIT 1

SCOPE OF WORK AND FEE SCHEDULE

Contractor shall provide and install a concrete pad and an environmentally controlled Tuff Shed building with process and electrical hookups for the installation of PSI Water Technologies equipment, to include a water quality control station, two chemical feed pump skids, two chemical storage tanks, and two PAX tank mixers.

BASE BID:

1. All work to be performed to OSHA standards for safety.
2. Mobilization and demobilization of crew and equipment for the work.
3. Offload all equipment supplied by others as part of mixers or by City.
4. Prep site for concrete pad to support "tuff shed" housing chemical and equipment.
5. Form, pour, and finish 14' x 20' concrete pad for shed. This includes 3' apron at the entrance and 12" buffer plate outside building walls and 12" thickened edge to the slab. Concrete test is included.
6. 8" secondary concrete containment curbs raised from floor at both chemical storage tanks. Concrete finish to include chamfered edges.
7. Provide and install "Tuff Shed" that is supplied by 12' x 16' to accommodate 8" overhead door on loading side. Finish interior with insulation and drywall. Finish includes lighting and 2 outlets for 110v. Anchor shed to pad and seal bottom seam at pad.
8. Supply and install buried secondary containment pipe (1-1/2" Sch 40) from shed to existing vaults (2 ea). core existing vaults for pipe entrance and seal with link seal at all concrete penetrations.
9. Intercept and utilize existing 4" poly tube in vaults as conduit for new chemical feed tubing.
10. Provide and install 1 each 3/8" tubing to feed LAS, 1 each 1/4" braided tubing to feed chlorine, and 1 each 3/8" tubing as a sample line to each water storage tank and connect to PAX mixers in the water tanks. Includes fittings.
11. Insert PAX mixer assembly in each of 2 water storage tanks. Mixers and lift chains to be supplied by others.
12. Install 2 preassembled chemical feed skids (Ammonia and Chlorine) in shed.
13. Install Integrated Smart Control Center supplied by others.
14. Install sample pump supplied by others.



15. Place poly storage tanks for chemical (48" and 32" diameter) supplied by PSI. Includes label for chemical. Install level transmitter on each tank.
16. Install Water Quality Station supplied by others.
17. Pipe supports and clamps as needed to eliminate pipe movement and floating.
18. Electrical power supply to Sample pumps, Water Quality Station, Chemical feed skids, and Integrated Smart Control Center. Electrical permit is included.
19. Interior lights and vent fan wired to entry switch.
20. Trenching from breaker panel to meter location (if required) is included up to 300 LF. Only from breaker box to shed included here, city to provide ample power to breaker panel location.
21. Trench and supply conduit from shed to water tank as needed. Reuse existing hatch penetrations for cable entry to tanks, no new penetration of tank walls or hatches.
22. Site protection with erosion control barrier.
23. Finish grade to original and respread organics to ground cover. No new seed or landscape improvements are provided.
24. Assist CR startup and clean our work site.
25. Add at City request Safety shower with eye wash, assumes potable water is available at shed site.
26. Mini split heater and AC unit... added electrical amperage will be required.
27. Fire extinguisher... 25 LBS mounted to wall.

Velocity Plant Services specifically excludes from this proposal all taxes, building permits other than named above, Bonds (if Bond required add 1.5%), Davis-Bacon wages, overtime, paint and concrete coating, engineering services of all types, power supply to the top of mountain, landscape restoration, material supply other than named above, on site valve operation, tank disinfection, and any other item of work not detailed above.

Total not to exceed amount: \$199,750.00

Previously Executed



EXHIBIT 2

**CONTRACTOR'S
CERTIFICATE OF INSURANCE**

Previously Executed



SUPPLEMENT TO CERTIFICATE OF INSURANCE	DATE 02/23/2023
NAME OF INSURED: Velocity Plant Services, LLC	
<p><i>Previously Executed</i></p>	

SUPP (10/00)



EXHIBIT 3

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

I, Craig Dreesen, an authorized representative of **Velocity Plant Services, LLC**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

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

- With respect to the Agreement, I represent and warrant that it is my 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. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I 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.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me 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 me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and 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.
- I understand 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.
- **I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.**
- **I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR

VELOCITY PLANT SERVICES, LLC

By: [Signature]

Name CRAG DRESEN, DIRECTOR OF OPERATIONS

STATE OF COLORADO)

) ss.

COUNTY OF Arapahoe)

The foregoing instrument as acknowledged before me this 23 day of February 2023 by Craig Dresen as Dir. of Ops of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires: 12/7/23



[Signature]
Notary Public



EXHIBIT B-1

WORK

**Change Order Request #1
7/14/2023**



2107 West College Ave
Englewood, CO 80110

To: Castle Rock
175 Kellogg Ct
Castle Rock, CO 80109

Project: 202308

Description: *Increase Tuff Shed to 12'x20' with unfinished partition. Add a double insulated man door on one end and a single insulated man door on other end of shed. Requires concrete slab to increase in size. Add one electrical unit heater to support extra heating needs.*

1	Labor Costs (See back-up)	=	4,478	
2	Labor Costs			4,478
3	SubTotal Labor w/ Overhead	16% =	716	5,194
4	Material Costs (see back-up)	=	6,254	
5	Equipment	=	0	
6	Other	=	0	
7	Small Tools	=	224	
8	Taxes on Lines 6, 7 & 9 x's	0% =	0	
9	Material/Equipment/Other Costs			6,478
10	SubTotal Material/Equipment/Other Costs w/ Overhead	16% =	1,036	7,514
11	Subcontractors (see back-up)	=	2,500	
12	Subcontractor Costs	=		2,500
13	SubTotal Subcontractor Costs w/ Overhead	16% =	400	2,900
14	Extended Field OH Costs TBD	0 =		0
15	SubTotal Lines 3, 10, 13 & 14	=		15,608
16	Profit	15% =		2,341
17	Builder's Risk & Warranty	1.50% =		234
18	Bonds	1.10% =		172
19	Total Change Order Amount			<u>\$18,355</u>



Velocity Constructors, Inc.
 2107 W College Avenue
 Englewood, CO 80110
 Phone: (303) 984-7800 Fax: (303) 984-7802

Project: 202308
 COR: 1

7/14/23
 2:51 PM

150' H wheel

DATA CODE	LINE NUMBER	CREW CODE	DESCRIPTION	UNIT	QTY	TOTAL	MAN-HOURS		LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		OTHER		TOTAL COST
							UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	
	S/MC		Superintendent	Hr	15.0	15.0	1.00	15.00	1.00	15.00	0.00	0	0	0	0	0	0	0	1,725
	S/MC		Project Manager	Hr	15.0	15.0	1.00	15.00	1.00	15.00	0	0	0	0	0	0	0	0	1,500
	S/MC		Supply and install heater	EA	1.0	6.0	6.00	267.30	0.17	267.30	950.80	1,861	0	0	0	0	0	0	2,128
	S/MC		Supply 1/2" steel 12x20 - added door	EA	1.0	20.0	20.00	565.25	0.05	565.25	2,982.18	2,988	0	0	0	0	0	0	3,873
	S/MC		Increased pad size	EA	1.0	0.0	0.00	-	-	4,455.00	1,485	0	0	0	0	0	0	0	1,485
	S/MC		Electrical	EA	1.0	0.0	0.00	-	-	0	0	0	0	0	2,500.00	2,500	0	0	2,500
BID TOTALS >>>						LS	1	57	Labor		Material		Equipment		Subcontract		Other		Total
									4,478	8,454	0	0	2,500	0	0	0	0	13,232	
																		13,232	

Previously Executed



EXHIBIT B-2

SUPPLEMENTARY SCOPE OF WORK AND FEE SCHEDULE



Change Order Request #2A
7/10/2024

2107 West College Ave
 Englewood, CO 80110

To: Town of Castle Rock
 175 Kellog Ct
 Castle Rock, CO 80109

Project: Castle Rock Tank 17 A &
 B Mods

Description: *Additional electrical feeders, Additional power and controls for mixers, additional concrete containment curb, gravel surround approx 120 tons,*

1	Labor Costs (See back-up)	=	10,963	
2	Labor Costs			10,963
3	SubTotal Labor w/ Overhead	10% =	1,096	12,060
4	Material Costs (see back-up)	=	4,695	
5	Equipment	=	1,200	
6	Other	=	550	
7	Small Tools	=	548	
8	Taxes on Lines 6, 7 & 9 x's	0% =	<u>0</u>	
9	Material/Equipment/Other Costs			6,993
10	SubTotal Material/Equipment/Other Costs w/ Overhead	15% =	1,049	8,042
11	Subcontractors (see back-up)	=	22,938	
12	Subcontractor Costs	=		22,938
13	SubTotal Subcontractor Costs w/ Overhead	5% =	1,147	24,085
14	Extended Field OH Costs at \$650.00/Day	10 =		6,500
15	SubTotal Lines 3, 10, 13 & 14	=		50,687
16	Profit	10% =		5,069
17	Builder's Risk & Warranty	1.40% =		710
18	Bonds	0.00% =		0
19	Total Change Order Amount			<u>\$56,465</u>

Project Castle Rock Tank 17A & B Chem building
COR #2A Added electrical scope, reduced building appurtenances scope, add concrete containment wall, add gravel drive

7/10/24
4:29 PM

110 hr welder

Pipe Labor \$ 41.58
 Foreman \$ 49.01
 Yard Pipe Labor \$ 41.58
 Equipment Operator \$ 44.55
 Concrete Carpenter \$ 43.07
 Demo/General Labor \$ 41.58
 Site Work Labor \$ 41.58
 Superintendent \$ 115.00
 Project Manager \$ 100.00

Velocity Constructors, Inc.
 2107 W College Avenue
 Englewood, CO 80110
 Phone: (303) 984-7800 Fax: (303) 984-7802



DATA CODE	LINE NUMBER CREW CODE	DESCRIPTION	UNIT	QTY	MANHOURS		LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		OTHER		TOTAL COST
					TOTAL	MH/U	U/MH	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	
	SWC	Superintendent	HRS	80.0	1.000	1.00	115.00	9,200	0	0	0	0	0	0	0	0	9,200
	SWC	Project Manager	HRS	1.0	1.000	1.00	100.00	100	0	0	0	0	0	0	0	0	100
	SWC	Concrete containment	LS	1.0	0.0	0.0	-	0	945.00	0	0	0	0	0	250.00	250	1,195
	SWC	Concrete Materials and Formwork	Hrs	32.0	1.000	1.00	41.58	1,331	0	0	0	0	0	0	0	0	1,331
	SWC	Hand Labor															
	SWC	Gravel	Tn	150.0	0.0	0.0	-	0	25.00	0	8.00	1,200	0	0	2.00	300	5,250
	SWC	Materials and equipment	Hrs	8.0	1.000	1.00	41.58	333	0	0	0	0	0	0	0	0	333
	SWC	Hand Labor															
	SWC	Electrical I&C Sub	LS	1.0	0.0	0.0	-	0	0	0	0	0	5,896.00	0	0	0	5,896
	SWC	Elec change 1 - add for feeders	LS	1.0	0.0	0.0	-	0	0	0	0	0	17,042.00	0	0	0	17,042
	SWC	Elec change 2 - add for mixer power & ctl	LS	-	0.0	0.0	-	0	0.00	0	0	0	0	0	0	0	0
		BID TOTALS >>>	LS	1	121			10,963	4,695	1,200	22,938	550	40,346	550	40,346		
																	CHECK SUM >

0

CE POWER SYSTEMS

JOB:C24-01

Castle Rock Tank 17 &18

CHANGE ORDER SUMMARY SHEET

PROPOSED CHANGE #: 002

CHANGE DESCRIPTION: Power & Control for Mixers

Date: 6/18/2024

WORK BY CONTRACTOR

1	LABOR		\$9,200.00
2	MATERIAL		\$5,619.50
3	EQUIPMENT		

4	SUBTOTAL WORK BY CONTRACTOR		\$14,819.50
---	-----------------------------	--	-------------

5	O&P ON WORK BY CONTRACTOR	15%	\$2,222.93
---	---------------------------	-----	------------

6	TOTAL WORK BY CONTRACTOR		\$17,042.43
---	--------------------------	--	-------------

SUBCONTRACTED WORK

7	SUBCONTRACT WORK		
---	------------------	--	--

8	SUB MANAGEMENT FEE	15%	
---	--------------------	-----	--

9	TOTAL WORK BY SUBCONTRACTOR(S)		
---	--------------------------------	--	--

TOTAL CHANGE ORDER PRICE - (ROUND TO NEAREST WHOLE \$)

\$17,042.00

CHANGE ORDER BREAKDOWN

PROPOSED CHANGE # 002

C/O DESCRIPTION: Power & Control for Mixers

PROJECT: JOB:C24-01

DATE: 6/18/2024

CE POWER SYSTEMS

DESCRIPTION	QUANTITY	UNIT	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACTOR		TOTAL ITEM COSTS
			UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	
1" PVC	650.00	ft			\$1.20	\$780.00					\$780.00
1"-90 DEG RIGID	4.00	EA			\$14.00	\$56.00					\$56.00
2" PVC	550.00	FT			\$2.10	\$1,155.00					\$1,155.00
2"-90 DEG RIGID	4.00	ea			\$32.50	\$130.00					\$130.00
8 x 8x 48" Wire Way	1.00	ea			\$250.00	\$250.00					\$250.00
14/12C Cable	600.00	ft			\$2.75	\$1,650.00					\$1,650.00
16/2PR Cable	700.00	ft			\$0.77	\$539.00					\$539.00
12/3C Cable	650.00	ft			\$0.98	\$637.00					\$637.00
CAT 6	650.00	ft			\$0.65	\$422.50					\$422.50
Labor	80.00	Hr	\$115.00	\$9,200.00							\$9,200.00
SUBTOTAL			LABOR	9,200.00	MATER'L	5,619.50	EQUIP		SUB		\$14,819.50



EXHIBIT C-2

CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2024

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).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Velia Mancha	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: vmancha@holmesmurphy.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : Travelers Property Casualty Co. America		25674
INSURER C : Indian Harbor Insurance Company		36940
INSURER D : Atlantic Specialty Insurance Company		27154
INSURER E :		
INSURER F :		

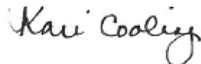
COVERAGES **CERTIFICATE NUMBER:** 1868792466 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO353818502	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP353818602	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5T63379424NF	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC353818402	7/1/2024	7/1/2025	<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
C D D	Pollution/Professional Liab. Leased/Rented Equipment Builders Risk			PEC005039307 7100380970008 7100380970008	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	\$2,000,000 Limit \$200,000 Limit \$8,000,000 Limit \$10,000 Deductible \$1,000 Deductible \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: VPS 202308 Castle Rock Tank 17A and 17B Monoclor Residual System

As required by written contract or written agreement, the Town of Castle Rock, its officers and employees are included as Additional Insureds under General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis with respect to the above referenced, per policy terms and conditions.

CERTIFICATE HOLDER Town of Castle Rock 100 N. Wilcox Street Castle Rock CO 80104 USA	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 

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