



**TOWN OF CASTLE ROCK  
PROFESSIONAL SERVICES AGREEMENT  
(Hillside Pump Station Upgrade Design Services – Castle Rock Water)**

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

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

**TETRA TECH, INC.**, a Delaware corporation, 3475 E. Foothill Boulevard, Pasadena, California 91107 (“Consultant”).

**RECITALS:**

- I. The Town issued a Request for Proposals from qualified consultants with expertise in design engineering and bid support services.
- II. Consultant timely submitted its Proposal.
- III. The Town hereby engages Consultant to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

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

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town 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 of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **\$583,575.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 2027** (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services



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

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and deliverables created up to the point of termination. The Consultant may terminate Services on the project upon ten (10) days' written notice without cause or in the event of substantial failure by the Town to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for Services performed up to the effective date of termination and the Town shall pay Consultant all outstanding invoices within thirty (30) days. The Town may withhold an amount for Services that may be in dispute provided that the Town furnishes a written notice of the basis for their dispute.

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 subconsultant services to the Town for its prior approval.

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

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

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

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the Term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of



this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

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

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

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

**D. Waiver of Subrogation:** For all coverages required under this Agreement, with exception of Professional Liability, 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. **No Waiver of 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 Agreement, 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 and hold harmless Town or any of its officers 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 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 Performance.** 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, subject to the following limitations on damages, and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits, incidental, consequential, punitive or exemplary damages in the event of a default.

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

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

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

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 subsection 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. Consultant shall not be held liable for reuse of documents or modifications thereof by the Town or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant. 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 shall, for the Term of the Agreement and a period of twelve (12) months thereafter, indemnify and hold harmless Town from and against any and all claims, suits, actions, proceedings, or allegations brought by a third party against Town alleging that the Consultant Services or Work infringes such third party's Intellectual Property Rights, but only to the extent such claims arises out of a breach of Consultant's representations or warranties regarding intellectual property as expressly set forth in this Agreement. Consultant shall have no obligation for any such claims that arise from (i) modifications made by Town or any third party, (ii) are used in combination with products or services not provided by Consultant, or (iii) Town use of the Consultant Product in a manner not contemplated under this Agreement. These indemnification obligations shall survive the expiration or termination of this Agreement.



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.

24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines (“WCAG”) followed by the State of Colorado. In addition, Consultant shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. 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 releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** 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.

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

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

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



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

30. **Dispute Resolution.** The Town and Consultant agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either Party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform Services for the project and the Town shall pay for such Services during the dispute resolution process unless the Town issues a written notice to suspend work. Causes of action between the Parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

31. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to both the Town and Consultant, the risks have been allocated such that the Town agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Town and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed a multiplier of five times the amount of Consultant's total fee paid by the Town for Services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

32. **Personal Data.** Each Party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each Party agrees that it shall keep such Personal Data in a secure technological environment.

33. **Suspension of Work.** The Town may suspend Services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for Services performed up to the effective date of the work suspension and for reasonable demobilization expenses and the Town shall pay Consultant all outstanding invoices within thirty (30) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the project schedule and the compensation terms for the project in accordance with Section 13 of this Agreement.

34. **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 Consultant’s Certificate of Insurance; and (3) Exhibit containing Scope of Services and Fee Schedule.

**ATTACHED EXHIBITS:**

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT’S CERTIFICATE OF INSURANCE

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

**Approved as to content:**

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

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

**CONSULTANT:**

**TETRA TECH, INC.**

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

Deena Davidson \_\_\_\_\_  
(Print Name)

Its: Vice President \_\_\_\_\_  
(Title)

## EXHIBIT 1

### SCOPE OF SERVICES AND FEE SCHEDULE



#### ASSUMPTIONS

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The following assumptions have been made to develop our fee.

- The project proposed will be for Phase 1: Pipeline Alignment Alternatives Evaluation and Phase 2: Design and Bid-Support Services for Hillside Pump Station Replacement as described in RFP No. 2026-001
  - CRW will provide responses and requested data, when available, to Data Requests within two (2) weeks of receipt.
  - CRW will provide the existing system hydraulic model to be reviewed for confirmation of transient pressures associated with proposed piping and pump station design. Results of modeling efforts will be summarized in the Basis of Design Report. The resulting model files will be transmitted back to CRW.
  - Deliverables:
    - Pipeline Alignment Alternatives Memo
    - Field Investigation (defined further below):
      - Geotechnical Report
      - SUE Report
      - Topographic Survey
      - Up to Two (2) Easements & Legal Descriptions
    - Temporary Erosion and Sediment Control Report & Plans
    - 30% Design Documents (Drawings, Specifications, Basis of Design Report)
    - 30% Opinion of Probable Construction Cost (Class V)
  - Workshops and Meetings
    - Kickoff Meeting (In person, 2 hours)
    - Pipeline Alignment Review Workshop (Virtual, 1 hour)
    - 30% Design Review Workshop (In person, 2 hours)
- 60% Design Documents (Drawings, Specifications, Basis of Design Report)
  - 60% Opinion of Probable Construction Cost (Class IV)
  - 90% Design Documents (Drawings, Specifications, Basis of Design Report)
  - 90% Opinion of Probable Construction Cost (Class III)
  - IFB Design Documents (Drawings, Specifications, Basis of Design Report)
  - IFB Opinion of Probable Construction Cost (Class II)
  - Addenda and RFI Responses



- 60% Design Review Workshop (In person, 2 hours)
  - 90% Design Review Workshop (In person, 2 hours)
  - Progress Meetings
    - Hold virtual 30-min bi-weekly progress meetings to discuss project progression, address questions, action items, and data requests. Up to 20 meetings are included in the fee. Meetings will not occur the week of workshops.
  - Pre-Bid Meeting (In person, 1 hour)
- Additional services are not included in the scope and fee provided by Tetra Tech. If CRW directs Tetra Tech to provide additional services, Tetra Tech will provide a proposed scope and fee for CRW authorization prior to proceeding with those services.
  - Tetra Tech will evaluate two pipeline alignment alternatives, according to RFP 2026-001. Criteria such as existing utilities in the corridor, required pipeline pressure and tie-in location, bury depth requirements, conceptual installation cost, operations and maintenance considerations, constructability, and potential impacts to the neighboring community will be evaluated. Tetra Tech will prepare a draft Technical Memorandum summarizing the recommended alignment. After a two-week review by Castle Rock Water (CRW), Tetra Tech will host a virtual alignment workshop to discuss the draft and address comments. CRW will select the preferred alternative for design, after which the final draft of the Tech Memo incorporating the decision will be issued.
  - It is assumed that the East Plum Creek tributary, south of the intersection of South Street and S. Gilbert Street, will not need to be crossed to install the 12-inch connection. Tetra Tech will confirm with CRW during the alignment alternatives evaluation on the actual location of tie-in. Wetland or environmental survey will not be required, and will be considered additional work if needed for the completion of the Project. FEMAR, USACE, and/or State Jurisdictional permitting is not considered necessary for this Project.
  - The scope of services will follow the scope provided in the RFP dated February 24, 2026 and the Addendum dated 3/18/26.
  - 30% Design Documents will include development of preliminary design drawings, major equipment specifications, and a technical specification table of contents, a geotechnical report, a sub-surface utility engineering (SUE) report, and an AACE Class V opinion of probable construction costs (OPCC). It is assumed CRW will review documents and provide comments within two weeks following receipt of a submittal. Comments will be discussed and reviewed during the associated milestone workshop.



- Design will include a backup emergency generator, to serve the new pump station's critical loads.
- 60%, 90%, and IFB Design Documents will incorporate comments and decisions made from previous submittals. Packages will include detailed design drawings, technical specifications, front end specifications, and AACE Class IV, III, and II OPCC, respectively. Milestone workshops will be held following the 60% and 90% milestone deliverables.
- Tetra Tech anticipates approximately 76 design drawings. Additional drawings may be considered additional work.
- The following are assumed for Project related field investigation efforts:
  - Geotechnical and topographic survey will occur for the selected alignment only.
  - Private property coordination for field work is not expected.
  - Topographic survey will be conducted at the pump station site, approximately 300 linear feet of roadway between the pump station site and Anderson Street (along Hillside Drive), approximately 600 linear feet of South Gilbert Street (south of South Street) and one of the following (determined following the alignment alternatives evaluation)
    - Approximately 1,100 linear feet of roadway from the intersection of Third Street and Anderson Street, west to the intersection of Third Street and Gilbert or 1,400 linear feet of roadway and public park and pathway through Centennial Park. Both alignments are illustrated in the Proposal.
  - Traffic control costs are excluded from topographic survey. If traffic control is necessary, this will be considered an additional cost.
  - SUE survey will include up to twenty (20) potholes and require no more than four (4) days onsite. SUE Plan and Report will be provided for the selected pipeline alignment.
  - Up to two (2) legal descriptions are included. If additional descriptions are needed, this will be considered additional work.
  - Geotechnical investigation will be conducted and include up to six (6) total borings, two borings within the pump station area (25 feet total depth) and four borings along the selected pipeline alignment (15 feet total depth). Borings will be drilled to classify subgrade conditions and obtain soil samples for laboratory testing.



- Groundwater monitoring and quality sampling can be included at an additional cost to the project to determine extent of dewatering and potential required remedial action for discharge. (\$2,000)
- Pothole of the existing effluent pump station pipeline was discussed during the pre-proposal meeting and can be included at an additional cost to the project to confirm sizing. (\$2,200)
- Permitting will include pre-submittal coordination with CDPHE and the Town of Castle Rock. The following permits are anticipated for this scope of services:
  - Town of Castle Rock:
    - Building Permit
    - Use by Special Review
    - Right of Way
    - Temporary, Erosion, and Sediment Control Plan and

Permit review periods that exceed the published review times by jurisdictional agencies requiring Tetra Tech assistance will be considered additional work. Additional permits will be considered additional work.

- Bid phase services will include attendance of a Pre-Bid meeting, response of up to 6 RFIs, and preparation of up to two addenda. Additional RFIs and addenda will be considered additional work.
- Additional Services: Tetra Tech can amend the scope and fee at the direction of CRW to include the following:
  - Groundwater monitoring and sampling at the Pump Station site (\$2,000)
  - Pothole of existing pump station effluent line to confirm sizing (\$2,200)
  - Additional soil borings along pipeline alignment (TBD)

## OWNER-FURNISHED INFORMATION

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Items that CRW will provide include the following:

- Workshops and meetings will be attended by appropriate staff to make decisions on the project.
- CRW to provide any available data, drawings, models, ownership information (for example existing site surveys, easement documentation), and information that may assist Tetra Tech in execution of the Work.
- Upon authorization to proceed, Tetra Tech will provide a prioritized data request to CRW.
- CRW will limit review of deliverables to a two-week maximum



Services shall be rendered in accordance with the following hourly rate schedule.

<b>Project and Program Management</b>	
Project Manager 1	220.00
Project Manager 2	240.00
Project Manager 3	255.00
Sr Project Manager 1	270.00
<b>Engineers</b>	
Engineer 1	120.00
Engineer 2	135.00
Engineer 3	150.00
Project Engineer 1	190.00
Project Engineer 2	205.00
Project Engineer 3	230.00
Sr Engineer 1	245.00
Sr Engineer 2	275.00
Sr Engineer 3	290.00
<b>Engineering Designers</b>	
Engineering Technician	85.00
Engineering Designer 1	105.00
Engineering Designer 2	125.00
Engineering Designer 3	145.00
Sr Eng Designer 1	180.00
Sr Eng Designer 2	195.00
Sr Eng Designer 3	205.00
<b>Scientists</b>	
Scientist 1	90.00
Scientist 2	110.00
Scientist 3	135.00
Scientist 3	145.00
Sr Scientist 1	160.00
Sr Scientist 2	185.00
Sr Scientist 3	240.00
Sr Scientist 4	260.00
Principal Scientist 1	270.00
Principal Scientist 2	280.00
<b>Technicians</b>	
Technician 1	85.00
Technician 2	100.00
Technician 3	115.00
Sr Technician 1	145.00
Sr Technician 2	155.00
Sr Technician 3	160.00
Sr Technician 4	165.00
<b>Computer Aided Design (CAD)</b>	



CAD Technician 1	85.00
CAD Technician 2	100.00
CAD Technician 3	115.00
CAD Designer	130.00
Sr CAD Designer 1	160.00
Sr CAD Designer 2	175.00
CAD Director	210.00
<b>Geographic Information Systems (GIS)</b>	
GIS Analyst 1	85.00
GIS Analyst 2	115.00
Sr GIS Analyst	145.00
GIS Application Developer	155.00
Sr GIS Application Developer	180.00
<b>Project Administration</b>	
Project Assistant 1	75.00
Project Assistant 2	85.00
Project Administrator	120.00
Sr Project Administrator	135.00
<b>Consulting</b>	
Consultant 1	105.00
Consultant 2	145.00
Consultant 3	160.00
Sr Consultant 1	180.00
Sr Consultant 2	225.00
Sr Consultant 3	240.00
Sr Consultant 4	260.00

**RATES, INDIRECT and NON-LABOR COST NOTES:**

- o Vehicles – Mileage shall be charged at the current GSA rates.
- o Non-Labor Expenses – Non-labor expenses (i.e. food, lodging, travel, field supplies) will be invoiced at cost plus 10%.
- o Subconsultant services will be invoiced at cost plus 10%.
- o Tetra Tech does not charge for telephone or computer usage, in-house copies, or other incidental costs associated with the normal course of conducting project work.





**EXHIBIT 2**

CONSULTANT'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/22/2026

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> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Tetra Tech, Inc. 1560 Broadway Suite 1400 Denver CO 80202 USA	INSURER A: Safety National Casualty Corp		15105
	INSURER B: Allied World Surplus Lines Insurance Co		24319
	INSURER C: American International Group UK Ltd		AA1120187
	INSURER D:		
	INSURER E:		
	INSURER F:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570119582012</b>	<b>REVISION NUMBER:</b>
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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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	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 <input checked="" type="checkbox"/> X, C, U Coverage  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL6676804	10/01/2025	10/01/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 6676805	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			62785232	10/01/2025	10/01/2026	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<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	LDC4068970	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A		N/A	Y	AOS	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	\$1,000,000
				PS4068969			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Job Description: Hillside Pump Station Upgrade Design Services. Stop Gap Coverage for the following States: OH, ND, WA, WY. The Town of Castle Rock, CO, its Elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A waiver of Subrogation is granted in favor of the Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers'

<b>CERTIFICATE HOLDER</b>  Town of Castle Rock 100 N. Wilcox St. Castle Rock CO 80104 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : 179

Certificate No : 570119582012





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Tetra Tech, Inc.	
POLICY NUMBER See Certificate Number: 570119582012		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570119582012	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Compensation policies as required by written contract. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

**SPECIAL NOTICE OF CANCELLATION SERVICE  
PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT**

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.

AL, AK, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, OK, PA, RI, SC, SD, UT, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025

Policy No. LDC4068970

Endorsement No.

Insured TETRA TECH, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

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

## **SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

### **CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2025      Policy No. CA 6676805      Endorsement No.  
Named Insured TETRA TECH, INC.      Premium \$ Included  
Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_  
(Countersignature by the Broker or Agent shall only occur  
in the mailing states that require countersignature)

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

## **SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2025 Policy No. GL 6676804 Endorsement No.  
Named Insured TETRA TECH, INC. Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_  
(Countersignature by the Broker or Agent shall only occur  
in the mailing states that require countersignature)