



**FIRST AMENDMENT TO TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Escavara Odor Evaluation – Castle Rock Water)**

DATE: October 21, 2025.

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

CAROLLO ENGINEERS, INC., a Delaware corporation, 2795 Mitchell Drive, Walnut Creek, California 94598, with a local address of 11030 Circle Point Road, Suite 400, Westminster, Colorado 80020 (“Contractor”).

RECITALS:

- I. The Town and Contractor (hereinafter collectively referred to as the “Parties”) are Parties to the Town of Castle Rock Services Agreement (Escavara Odor Evaluation – Castle Rock Water) dated May 29, 2025 (the “Agreement”), which Agreement is attached hereto as ***Exhibit A-1***.
- II. The Parties desire to amend Sections 1, 2, and 3 of the Agreement to expand Contractor’s scope of Services and increase the not-to-exceed payment amount by \$146,922.00, as provided in the supplementary scope of services and fee schedule attached as ***Exhibit B-1***, and to provide for an extension of time.
- III. The Town and Contractor wish to memorialize these changes in this First Amendment to the Agreement (“First Amendment”).

TERMS:

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

“1. **Scope of Services.** Contractor shall provide all of the services as set forth in the attached ***Exhibit I*** to the Agreement and ***Exhibit B-1*** to the First Amendment (“Services”). Contractor shall complete the Services consistent with standards and practices of the profession.”

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

“2. **Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit I*** to the Agreement and ***Exhibit B-1*** to the First Amendment. The Town may withhold payment, in whole or in part, for the Services found by the Town to be deficient, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws and ordinances (“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 pay such invoices, whether in whole or in part, within thirty (30) days of



receipt of such invoice. In no event shall total payment to Contractor under this Agreement for the Services exceed **\$304,002.00**, unless authorized in writing by the Town.”

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

“3. **Term/Completion.** The term of this Agreement shall commence upon execution of this Agreement and expire on June 30, 2026 (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 expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Contractor shall complete any Services in progress as of the expiration date. 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.”

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

5. **Ratification.** In all other respects, the Town and the Contractor hereby expressly acknowledge and agree that the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:

EXHIBIT A-1 – AGREEMENT

EXHIBIT B-1 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-1 – UPDATED CONTRACTOR CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]



ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Kaitlin Parker, Assistant Town Attorney

CONTRACTOR – CAROLLO ENGINEERS, INC:

By: Kim Zulliger
(Signature)

Kim Zulliger
(Print Name)

Its: Associate Vice President
(Title)

By: Becky J. L.
(Signature)

Becky Luna
(Print Name)

Its: Senior Vice President
(Title)

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

CON-2025-0516



EXHIBIT A-1

AGREEMENT

CON-2025-0254



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT**
(Escavara Odor Evaluation – Castle Rock Water)

5/29/2025 | 12:23 PM MDT

DATE:

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

CAROLLO ENGINEERS, INC., a Delaware corporation, 2795 Mitchell Drive, Walnut Creek, California 94598, with a local address of 11030 Circle Point Road, Suite 400, Westminster, Colorado 80020 ("Contractor").

RECITALS:

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

II. The Town engages Contractor pursuant to its Sole Source policy to provide the services described in this Agreement and its exhibits.

TERMS:

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

2. **Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in **Exhibit 1**. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed \$157,080.00, unless authorized in writing by Town.

3. **Term/Completion.** The term of this Agreement shall commence upon execution of this Agreement and expire on November 30, 2025 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Contractor shall complete any Services in progress as of the expiration date. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Contractor shall immediately turn over all work product, materials, deliverables created up to the point of termination.



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

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

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

8. **Insurance.**

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

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

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



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

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

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

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

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

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

9. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations 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.

10. Indemnification. Contractor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including 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 Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Contractor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

11. 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.



12. **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.

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

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

15. **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.

16. **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.

17. **Americans with Disabilities Act.** Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of 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, Contractor 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.

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

19. **Title VI Compliance.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination

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under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

20. **Digital Accessibility.** Contractor 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. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor 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.

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

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

Contractor warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Contractor shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Contractor has obtained proper permission and all licenses, releases and other necessary documents. Contractor releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law.

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 Contractor and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Independent Contractor.** Contractor and the Town hereby represent that Contractor is an independent Contractor for all purposes hereunder. Contractor is not covered by any worker's

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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.

25. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and 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.

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

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

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

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

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONTRACTOR'S CERTIFICATE OF INSURANCE

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ATTEST:

DocuSigned by:

A handwritten signature of Lisa Anderson.

Lisa Anderson, Town Clerk

DS



TOWN OF CASTLE ROCK

Signed by:

A handwritten signature of David L. Corliss.

David L. Corliss, Town Manager

Approved as to form:

Signed by:

A handwritten signature of Sarah Jean Rodger.

Sarah Jean Rodger, Assistant Town Attorney

Approved as to content:

Signed by:

A handwritten signature of Mark Marlowe.

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR:

By: A handwritten signature of Kim Zulliger.

Kim Zulliger

Its: Associate Vice President

By: A handwritten signature of Becky Luna.

Becky Luna

Its: Senior Vice President

Previously Executed

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EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Previously Executed

Scope of Work

Castle Rock Water (CRW) has requested Carollo Engineers, Inc. (Consultant) to prepare a scope of work to evaluate and document the Escavara odor issue. The study will include the following items:

1. Evaluation of CRW's operation of existing odor control facility for optimization ideas.
2. Collection System Monitoring/Modeling.
3. Evaluation of existing Odor Control Facility for potential retrofit upgrades.
4. Review existing treatment options at Castle Oaks/Mitchell Creek LS and intermediate force main locations for potential improvements.

Carollo proposes the following more detailed scope of work for this project:

Task 100: Evaluation of Existing Odor Control System and Odor Sampling

The Consultant will complete project management tasks such as monthly progress reports and general project coordination and facilitate 0.5-hr bi-weekly project progress meetings.

The Consultant will conduct a 3-day (1 trip) evaluation and sampling site visit to set up instrumentation and collect samples as noted below and evaluate CRW's operation of existing odor control facility to provide optimization ideas in an initial thoughts writeup shortly after the site visit. Time and mileage are included for sampling efforts and for equipment/sampling pickup and drop off. Data will be downloaded and equipment returned.

Sampling and lab tests to be provided include:

- Air Sampling
 - H2S data in up to 5 locations.
 - Differential pressure in up to 5 locations.
 - 10 total Tedlar Bag 1L/Silonite Canister 5L samples for lab testing including vacuum chamber needed for sampling.
 - Air flow measurement at OC duct system.
- Liquid Sampling
 - SulfiLogger in 1 location.
 - pH/Temperature in 1 location.
 - Total COD samples up to 33.
 - Filtered COD samples up to 33.
 - Filtered and Flocculated COD samples up to 33.
 - VFA samples (if available) up to 33.
 - Alkalinity samples up to 33.
 - Sulfide samples up to 33.

The Consultant will evaluate the data received from the sampling event and provide a TM that includes the evaluation of the existing odor control facility for potential retrofit upgrades and other potential odor control improvements that could be implemented. One 2-hr workshop will be included to review results and TM recommendations.

Task Deliverables:

- Monthly progress reports.
- 0.5-hr bi-weekly project progress meeting.
- 3-day evaluation and sampling site visit.
- Write up providing initial optimization ideas covering Item 1 above.
- TM covering Items 3 and 4 above.
- One 2-hr workshop reviewing results and TM recommendations.

Task 200: MegaWATS/Vent modeling

The WATS Guys will build a Mega-WATS/Mega-Vent model of the existing Castle Rock Interceptor including the gravity reach between M105 (Scott Blvd.) and M733 (Castle Rock FM outfall) plus the two force mains discharging near M733. Physical inputs will include the existing hydraulic model pipe attributes and entering flow. It is assumed that that hydraulic model is in reasonable calibration re current average dry weather flow. Wet well level records will be used as a check on the hydraulic inputs. Water quality inputs and calibration data will be obtained from field sampling data to be completed by Carollo for the vapor phase and CRW for the liquid phase. In addition to grab samples of various water quality parameters, field sampling will include pressure and hydrogen sulfide gas monitoring in the gravity headspace. These data will span varying air flow conditions, corresponding to operation of the existing odor control fan, at several locations within the Interceptor. The WATS Guys will assist Carollo to plan the field sampling and will post process the resulting data set for use in building and calibrating the Mega-WATS/Mega-Vent model.

Starting with the calibrated model, The WATS Guys will complete three scenarios to assess the most relevant odor control options. These will include the following:

- Liquid phase treatment of one or both force mains using each of three chemicals or combinations of chemicals to be determined;
- Vapor phase treatment sufficient to depressurize the interceptor head space assessing up to five locations;
- Using the most favorable of the above, a combination scenario with liquid phase treatment used to reduce the hydrogen sulfide load to the vapor phase system.

Carollo will coordinate with CRW and The WATS Guys to provide project information and data needed for their modeling effort.

Task Deliverables:

- TM documenting the methodology and results of the modeling and a treatment recommendation (covering Item 2 above).

Project Schedule

The estimated duration of the project is four months after notice to proceed but could be extended depending on the sampling timeframe and information gathering needed.

Fee Schedule

This scope of services will be performed on a time and expense basis for an estimated fee of \$157,080.00. The City shall pay the Consultant in monthly installments based upon monthly progress reports and work completed, and the invoices submitted by the Consultant for services performed. An attached detailed fee estimate shows the total hours and fee for all components of this evaluation.

Assumptions and Limitations

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the Castle Rock Water desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both Castle Rock Water and the Consultant. The following assumptions and Castle Rock Water's responsibilities apply to this project:

1. Castle Rock Water will provide requested data and other information relative to the project.
2. The Consultant shall be entitled to rely upon the accuracy of the data and information supplied by Castle Rock Water without independent review or evaluation.
3. Castle Rock Water shall review draft deliverables and provide comments within a two (2)-week period.
4. Equipment rental and lab testing availability and costs could change. Fee based on estimated pricing.
5. The Consultant makes no warranty that Castle Rock Water's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.

FEE SCHEDULE

Evaluation of Existing Odor Control System and Odor Sampling

Evaluation of Existing Odor Control System and Odor Sampling					
Description	Qty	Unit \$	PECF \$	Subtotal	
Sampling Equipment Rental & Lab Testing (estimate for taxes & freight included)					
AcruLog 4GXT H2S Gas Logger, 0-1000ppm	5	\$1,050	\$1,050		
AcruLog Differential Pressure Logger, 0-1000Pa	5	\$885	\$5,028		
Vacuum chamber	1	\$250	\$323		
Sampling Chamber Bag 11/Silonite Canister 5L Lab Testing	10	\$800	\$8,778		
TSI9535- Airflow Measurement	1	\$1,400	\$1,400		
SurfLogger	1	\$1,500	\$1,687		
pH/Temperture probe	1	\$1,000	\$1,141		
Total COD samples	33	\$50	\$1,850		
Filtered COD samples	33	\$50	\$1,850		
Filtered & Flocculated COD samples	33	\$50	\$1,850		
VFA samples (if available)	33	\$100	\$3,650		
Alkalinity samples	33	\$50	\$1,850		
Sulfide samples	33	\$50	\$1,850		
 EQUIPMENT & LAB TESTING SUBTOTAL				\$37,362	

EQUIPMENT & LAB TESTING SUBTOTAL

Air Travel to Castle Rock from Ontario, CA	1	\$750
Rental Car in Castle Rock	4	\$250
Lodging 4-nights	4	\$350
Mileage	1	\$1,000
TRAVEL SUBTOTAL		\$4,150
Technical Expert Hours	112	\$305
Senior Engineer Hours	72	\$290
Staff Engineer Hours	88	\$184
LABOR SUBTOTAL		\$75,584
		\$75,952
		\$22,032
		\$17,600

Task Total **\$117,096.00**

Description	Qty	Unit \$	Subtotal
TheWATSGuy's sewer and airflow modeling			\$30,000
Technical Expert Hours	16	\$256	\$5,136
Senior Engineer Hours	8	\$290	\$2,448
Staff Engineer Hours	12	\$192	\$2,400

111

Scope includes The WATSEU's sewer and airflow modeling (both liquid & vapor phase), model calibration, data/project info coordination, TM covering Item 2

TOTAL FEE \$157,080.00

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EXHIBIT 2

CONTRACTOR'S CERTIFICATION OF INSURANCE

Previously Executed



CERTIFICATE OF LIABILITY INSURANCE

7/4/2025

DATE (MM/DD/YYYY)

5/16/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company
	FAX (A/C, No): NAIC # 16535
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER B: Allied World Surplus Lines Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21823188 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO 9730569	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9730571	7/4/2024	7/4/2025	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 1,000		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	Y	WC 9730570	7/4/2024	7/4/2025	<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		
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	Y	0313-9010	7/4/2024	7/4/2025	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000		

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

Escavara Odor Evaluation - Castle Rock Water, CON-2025-0254. Town of Castle Rock, its elected and appointed officials, officers, employees, agents and volunteers are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

21823188
Town of Castle Rock
100 N. Wilcox Street
Castle Rock CO 80104

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



EXHIBIT B-1

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

Scope of Work

Castle Rock Water (CRW) has requested Carollo Engineers, Inc. (Consultant) to prepare a scope of work to evaluate and document alternative pipeline alignments pertaining to the Escavara odor issue. The evaluation will include the following items:

1. Evaluation of alternative pipeline alignments as detailed further below.
2. Some additional treatment options and cost estimates that were not included in the initial odor evaluation.
3. Assistance with lift station chemical mixing and pumping improvements.

The Consultant proposes the following more detailed scope of work for this project:

Task 300: Alternative Pipeline Alignments

Task 301 – Background Review & Coordination and Expanded Odor Evaluation

The Consultant will complete project management tasks such as monthly progress reports and facilitate 1-hr bi-weekly progress meetings that will be held virtually unless it coincides with a site visit. Coordination with CRW staff and background information and data review will be conducted.

The Consultant will evaluate some additional treatment options such as ozone, IMET, facultative bacteria, and Speece cone that weren't included in the initial odor evaluation scope and provide a general cost estimate for the viable options. Assistance with chemical mixing and pumping improvements will be provided such as helping to evaluate optimal location, injection detail, and pump selection if pump replacement is required.

The Consultant will attend 4 full-day site visits to drive and walk portions of the routes to note topography, visible utilities, and other potential challenges and to evaluate and provide guidance on chemical mixing and pumping improvements.

QA/QC review of the Task 300 deliverables will be conducted.

Task Deliverables:

- Monthly progress reports.
- Bi-weekly progress meeting minutes.
- Additional treatment options writeup will be included in the already scoped odor evaluation TM provided under a separate contract.
- Injection detail and pump cut sheets as needed for chemical mixing/pumping improvements.

Task 302 – High level evaluation Woodlands Interceptor relocation (3 routes)

Not included in this Scope of Work.

Task 303 – Evaluation of Castle Oaks and Mitchell Creek force main transition-to-gravity (2 routes)

Not included in this Scope of Work.

Task 304 – High level evaluation of gravity option to send Castle Oaks LS to Pinery WWTP (1 route)

A high-level initial pipeline route evaluation and selection will be conducted for the gravity line option to send Castle Oaks Lift Station flow to the Pinery wastewater treatment plant which will include 1 route approximately 10 miles in distance. A pipeline figure will be developed showing the pipeline route on a map. A CAD drawing will not be provided.

An initial desktop environmental study will be conducted including any wetland, wildlife, and floodplain concerns.

The Consultant will provide high-level feasibility PowerPoint slides (draft and final) including pros and cons list and an AACE Class 4 capital cost estimate. Operation and maintenance costs will not be provided. CRW will provide if desired.

Task Deliverables:

- High-level feasibility PowerPoint Slides (draft and final) including pros and cons list and AACE Class 4 capital cost estimate.
- Pipeline figure for the route.
- Initial environmental desktop study summary slide(s).

Task 305 – High level evaluation of future Pine Canyon Interceptor for future northern developments (1 route)

Not included in this Scope of Work.

Task 306 – High level evaluation of extending force mains downhill past Woodlands Bowl (2 routes)

Not included in this Scope of Work.

Project Schedule

The estimated duration of the project is four months after notice to proceed.

Fee Schedule

This scope of services will be performed on a time and expense basis for an estimated fee of \$146,922. The City shall pay the Consultant in monthly installments based upon monthly progress reports and work completed, and the invoices submitted by the Consultant for services performed. An attached detailed fee estimate shows the total hours and fee for all components of this evaluation.

Assumptions and Limitations

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task

requirements are different from the assumptions presented in this Scope of Services, or if CRW desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both CRW and the Consultant. The following assumptions and CRW's responsibilities apply to this project:

1. CRW will provide requested data and other information related to the project.
2. The Consultant shall be entitled to rely upon the accuracy of the data and information supplied by CRW without independent review or evaluation.
3. CRW shall review draft deliverables and provide comments within a two (2)-week period.
4. Operations and maintenance costs will not be included. CRW will provide if desired.
5. Pipeline figures will be developed showing the pipeline routes on a map. CAD drawings will not be provided.
6. The Consultant makes no warranty that CRW's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.

Town of Castle Rock
Excavara Odor Evaluation
Alternative Pipeline Alignments & Expanded Odor Evaluation Fee Estimate

8/19/2025

Task	Description	Team Member	Senior Technical Advisor	Project Manager/ Senior Professional	Lead Project Professional	Project Professional	Document Processing	Carollo Hours	Carollo PECE	Carollo Labor Cost	Sub Consultants	Carollo ODCs	Total Engineering Cost
300	Alternative Pipeline Alignments & Expanded Odor Evaluation												
301	Background Review/Coordination and Feasibility PowerPoint Slides w/ Cost Estimates Bi-weekly Progress Meetings (1 hr ea w/ 2ppd, 1.5 hr ea agenda & minutes, virtual unless coincides w/ site visit) Monthly Invoice & Progress Report (2 hr ea)												
	Expanded Odor Evaluation Scope (to include additional treatment options and general cost for viable options)	0	18	0	24	0	42	\$ 672,00	\$ 10,260	\$ -	\$ -	\$ -	\$ 10,932
	Lift Station Chemical Mixing & Pumping Improvements Assistance	0	8	0	4	0	12	\$ 192,00	\$ 3,160	\$ -	\$ -	\$ -	\$ 3,352
	Information/Data Review and Coordination with Staff	0	8	12	24	20	0	\$ 320,00	\$ 5,600	\$ 10,000	\$ -	\$ -	\$ 15,920
	Site Visits - pipeline route & LS Chemical Mixing System review & assistance (4 full-day visits)	0	24	16	16	0	64	\$ 1,024,00	\$ 16,408	\$ -	\$ -	\$ -	\$ 17,432
	QA/QC Review	0	32	16	16	0	72	\$ 1,152,00	\$ 19,272	\$ -	\$ -	\$ -	\$ 17,976
304	High level evaluation of gravity option to send Castle Oaks LS to Pinery WWTP (1 route)												
	High-Level Initial Route Evaluation/Selection	4	18	0	24	0	44	\$ 704,00	\$ 10,900	\$ -	\$ -	\$ -	\$ 11,004
	Desk top environmental study (wetland, wildlife, & floodplain)	0	2	0	12	0	14	\$ 224,00	\$ 3,100	\$ -	\$ -	\$ -	\$ 3,324
	Pipeline Figures - Approx pipeline distance (10 miles)	4	12	0	32	0	48	\$ 768,00	\$ 11,420	\$ -	\$ -	\$ -	\$ 12,88
	High-level Feasibility PowerPoint Slides (Draft & Final)	2	16	0	24	8	50	\$ 896,00	\$ 11,450	\$ -	\$ -	\$ -	\$ 12,350
	AACE Class 4 Cost Estimate	0	8	0	4	0	12	\$ 192,00	\$ 3,160	\$ 15,000	\$ -	\$ -	\$ 18,592
	Subtotal Task 300 Hours	50	156	56	180	8	450	\$ 7,200	\$ 114,122	\$ 25,000	\$ 600	\$ 146,922	

*Project Delivery Schedule is 4 Months

301	\$ 4,512	\$ 74,092	\$ 10,000	\$ 600	\$ 89,204
304	\$ 2,688	\$ 40,030	\$ 15,000	\$ -	\$ 57,718
Total Task 300	\$ 7,200	\$ 114,122	\$ 25,000	\$ 600	\$ 146,922



EXHIBIT C-1

UPDATED CONTRACTOR CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY)

6/20/2025

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

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PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No. Ext.): E-MAIL ADDRESS:		FAX (A/C, No.):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Allied World Surplus Lines Insurance Company		24319
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 21823188 **REVISION NUMBER:** XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	Y GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
							MED EXP (Any one person)	\$ 25,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC								
	OTHER:								
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	Y BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	XXXXXXX	
							BODILY INJURY (Per accident)	XXXXXXX	
							PROPERTY DAMAGE (Per accident)	XXXXXXX	
							DED: COMP/COLL	\$ 2,000	
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR	NOT APPLICABLE			EACH OCCURRENCE	XXXXXXX	
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	XXXXXXX	
	DED <input type="checkbox"/> RETENTION \$							XXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y WC 9730570	7/4/2025	7/4/2026	X PER STATUTE	OTHR-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	Y	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Escavara Odor Evaluation - Castle Rock Water, CON-2025-0254. Town of Castle Rock, its elected and appointed officials, officers, employees, agents and volunteers are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER	CANCELLATION
21823188 Town of Castle Rock 100 N. Wilcox Street Castle Rock CO 80104	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 <i>Jay M. Agnello</i>

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Contractual liability is included in the general liability subject to the policy terms, conditions and exclusions. Waiver of subrogation applies to general liability, auto liability, professional liability and workers compensation/employer's liability where allowed by state law and as required by written contract. General Liability and Auto Liability include severability of interests. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium.