



**TOWN OF CASTLE ROCK SERVICES AGREEMENT
(Plum Creek Diversion Structure Upgrades Project – CRW)**

DATE: _____.

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

DEWBERRY ENGINEERS INC., a New York corporation, 8401 Arlington Blvd., Suite 220, Fairfax, Virginia 22031 (“Consultant”).

RECITALS:

I. The Town issued a Request for Proposals from qualified consultants with expertise in engineering design and permitting services. Consultant timely submitted its proposal.

II. 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 perform all of the services and provide all materials, goods, products and or deliverables to the Town as set forth on ***Exhibit 1*** (“Services”). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment.** Consultant shall invoice the Town monthly upon completion of the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. 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 pay such invoices, whether in whole or in part, within thirty (30) days receipt of such invoice. In no event shall payment to Consultant under this Agreement for the Services exceed **\$470,867.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of the Agreement and expire on **August 31, 2028** (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 August 31, 2028. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the term of the Agreement. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

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



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

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

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

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

9. **Insurance.**

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

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

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



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 thirty (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, Automobile Liability and Excess Liability/Umbrella (if required), Consultant 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, with the 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/consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

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

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

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

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

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

11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards



including 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 Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

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

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

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

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-compliant deliverable, work, service or equipment into compliance.



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

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

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

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

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

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. 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. **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 – CONSULTANT'S CERTIFICATE OF INSURANCE

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

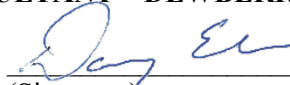
Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director, Castle Rock Water

CONSULTANT – DEWBERRY ENGINEERS INC.:

By:



(Signature)

E. Danny Elsner, PE CFM
(Print Name)

Its:

Water Resource Department Manager, Senior Associate
(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall provide to the Town under this Agreement the following engineering, design and permitting services to upgrade the existing Plum Creek Diversion structure and navigate initial permitting and conceptual design of a new surface water diversion on Plum Creek (CR-2), in accordance with the below fee schedule. In no event shall payment to Consultant under this Agreement for the Services exceed \$470,867.00, unless authorized in writing by Town.

Our fee is broken up by project site. We estimated our fee based on the scope of work and the approach, action plan, and assumptions described in our proposal. If necessary, we will work with the Town to refine the project scopes and fees after selection.

Hourly billing rates and reimbursable expenses are provided below.

PERSONNEL CATEGORY	HOURLY BILLING RATE, \$
Principal	360
Engineer IX	290
Engineer VIII	260
Engineer VII	230
Engineer VI	200
Engineer V	180
Engineer IV	160
Engineer III	145
Engineer II	130
Engineer I	115
CAD Designer IV	180
CAD Designer III	160
CAD Designer II	140
CAD Designer I	110
Administrative	140

Reimbursable Expenses:

PROJECT PHASE	RATE
Auto Mileage	Approved IRS Rate
Per Diem Lodging	Approved GSA Rate
Per Diem Meals/Incidentals	Approved GSA Rate
Subconsultants	10% markup
Project related printing, couriering, mailing with external vendors, parking fees and tolls	At Cost
Computer time, faxing, in-house printing, supplies	No Charge

Engineering Design Services - Castle Rock Water Plum Creek Diversion Upgrades Project																				
Detailed Cost and Level of Effort			Subconsultant Costs							Dewberry										
Task	Task Description	Total Contract Amount	Subtotal + 10% Markup	Precision Surveyors	Geotech Vivid	ERO Resources Corp	Direct Costs	Labor Cost	Total Hours	Eng IX	Eng VIII	Eng VII - PM	Eng VII - Struct. Eng	Eng VII - Elec. Eng	Eng IV	Eng III	Struct Eng II	CAD Designer IV	CAD Designer II	Admin
										\$ 290	\$ 260	\$ 230	\$ 230	\$ 230	\$ 160	\$ 145	\$ 125	\$ 180	\$ 140	\$ 140
	Plum Creek Diversion Design																			
1	Project Management and Coordination	\$ 18,000						\$ 18,000	90			60								30
2	Document Review and Site Investigation																			
	2.1 - Document Review	\$ 4,340	\$ -					\$ 4,340	24		2		2	2	8	8				
	2.2 - Topographic Survey	\$ 10,148	\$ 9,548	\$ 8,680				\$ 600	3			2								1
	2.3 - Geotechnical Investigation	\$ 15,650	\$ 14,410		\$ 13,100			\$ 1,240	7						4					1
	2.4 - Natural Resource Assessment	\$ 20,312	\$ 19,712			\$ 17,920		\$ 600	3			2								1
3	30% Design																			
	3.1 - 30% Design	\$ 28,670	\$ -					\$ 28,670	172		8	8	8	8	30	30	16	24	40	
	3.2 - 30% Design Workshop	\$ 4,450	\$ -				\$ 50	\$ 4,400	24			4	4		8	8				
4	90% Design																			
	4.1 - 90% Design	\$ 128,400	\$ -					\$ 128,400	776		24	24	72	32	80	80	160	144	160	
	4.2 - 90% Design Workshop	\$ 3,930	\$ -				\$ 50	\$ 3,880	20		4	4			12					
5	100% Bid Ready Documents	\$ 12,480	\$ -					\$ 12,480	72		4	4	4	4	16		8	16	16	
6	QA/QC	\$ 15,420	\$ -					\$ 15,420	54			4								
7	Easements Services	\$ 1,700	\$ 1,100	1,000				\$ 600	4						2				2	
8	Permitting Services	\$ 37,264	\$ 21,604			\$ 19,640		\$ 15,660	92		10	10			24	40			8	
9	CLOMR and LOMR	\$ 98,350	\$ -				\$ 100	\$ 98,350	610		60				200	350				
	Plum Creek Diversion Design Total:	\$ 399,114	\$ 66,374	\$ 9,680	\$ 13,100	\$ 37,560	\$ 100	\$ 332,640	1,951	50	116	126	86	46	384	516	184	184	226	33
	CR-2 Diversion Design																			
10	Project Management and Coordination	\$ 4,160						\$ 4,160	22			12								10
11	Document Review and Site Investigation																			
	11.1 - Document Review	\$ 1,620						\$ 1,620	8		2	2	2		4					
	11.2 - Topographic Survey	\$ 7,783	\$ 7,183	\$ 6,530				\$ 600	3				2							1
	11.3 - Geotechnical Investigation	\$ 15,190	\$ 14,410		\$ 13,100			\$ 780	5						4					1
12	30% Design																			
	12.1 - 30% Design	\$ 26,820	\$ -					\$ 26,820	162		8	8	8	8	20	28		30	60	
	12.2 - 30% Design Workshop	\$ 2,900	\$ -					\$ -	0											
13	QA/QC	\$ 13,280	\$ 1,540					\$ 2,900	10			10								
14	Permitting Services	\$ 71,753	\$ 23,133	\$ 6,530	\$ 13,100	\$ 1,400		\$ 11,740	68		8	8	8	0	20	28			4	
	CR-2 Diversion Design Total:	\$ 470,867	\$ 89,507	\$ 16,210	\$ 26,200	\$ 38,960	\$ 100	\$ 381,260	2,229	60	134	158	94	46	432	572	184	214	290	45
	All Project Totals:																			

May 16, 2025

Town of Castle Rock
Castle Rock Water Department
175 Kellogg Court
Castle Rock, Colorado 80109
ATTN: Ms. Erin Evans, Project Manager

RE: RFP No. 2025-004 – Proposal for Plum Creek Diversion Structure Upgrade Design Services

Dear Ms. Evans:

Dewberry is pleased to submit this proposal for Design Services to the Town of Castle Rock (Town) to replace the Plum Creek Diversion Structure and for preliminary design and permitting coordination for the new CR-2 surface diversion. Below is our response to the scope of work and action plan for the projects.

Section 1: Response to Scope of Work

Castle Rock Water would like to maximize its renewable water use to serve its constituents by leveraging its existing water rights. Castle Rock has identified a need to replace the existing Plum Creek Diversion structure to be able to reliably capture 40 cfs at this location. The existing structure does not allow this because high sediment loads in Plum Creek impact intake operations and limit the amount of water that can be captured. Additionally, the intake structure allows a substantial amount of sediment to pass through into the pump station wetwell. This sediment must be removed and may negatively impact equipment in the pump station increasing operations and maintenance time. Castle Rock has also identified a location on East Plum Creek just downstream of the Plum Creek Water Reclamation Authority (PCWRA) Water Reclamation Facility (WRF) discharge location where an additional diversion structure (CR-2) designed to capture up to 30 cfs would allow Castle Rock to fully utilize water rights owned on East Plum Creek as well as reclaim water return flows coming out of the WRF. An alternatives analysis was previously completed to select a diversion type and complete conceptual design of the new structure.

The existing Plum Creek Diversion structure will be demolished and replaced with a new structure. The new structure will include an inclined wedge wire screen, two gates to control water flow through the structure, and a third gate to control flow out of the structure. An infiltration gallery will also be installed upstream of the diversion structure. The new structure and gallery will allow Castle Rock to fully capture up to 40 cfs at this location while minimizing sediment settling in the structure and being transported into the pump station with diverted flow. The alternatives analysis evaluated channel and flow characteristics and identified the most suitable systems. Typically, infiltration galleries are used to divert lower flows and will likely be used a majority of the time, while the screen is activated to divert high flows during peak events.

The CR-2 Diversion will be similar in form to the Plum Creek Diversion. It will be designed to capture up to 30 cfs. The CR-2 diversion will be designed to a 30 percent level so initial permitting meetings with the United States Army Corps of Engineers (USACE) and Colorado Department of Public Health and Environment (CDPHE) can be conducted to understand what will be required to move forward with the CR-2 Diversion.

The design team will work with Castle Rock throughout the design process to mitigate economic and environmental impacts and to balance reducing the schedule with other considerations. These and other key issues that will be addressed during design are discussed further below.

Constructability

Plum Creek adds a level of difficulty to constructing the improvements. Construction requirements will be developed during design to reduce the construction cost and schedule while achieving the project's goals. These may include maintaining intake ability of a prescribed amount throughout construction at the Plum Creek Diversion; completely bypassing the creek bed in the construction area versus construction in phases to avoid bypassing outside the creek channel; channel reconstruction methods to limit impacts; and construction in the winter when creek flows are low and the chance of floods is minimized. We will work with our in-house construction management team during design to develop a proposed methodology and sequencing that meets the construction requirements identified. The requirements and proposed solutions will be detailed in our design documents. The selected contractor may propose an alternative solution that will be discussed with the project team to verify it meets all requirements and does not add additional operational risks, cost, or schedule.

Environmental Impact

Access plans and construction sequencing requirements will be developed to minimize environmental impacts. These will account for information from the Natural Resources Assessment. Considerations will include stream bypassing via a temporary channel or a portion of the existing channel; limiting disturbance to the existing trees, vegetation, and the existing channel outside the construction area; and construction windows that avoid impacts to endangered, migratory, and other animals. Restoration plans will also be completed to return the creek bed, surrounding riparian areas, and access paths to their original condition as quickly as possible.

Water Supply Impact

Castle Rock may not be able to pull water out of the creek at the Plum Creek Diversion during construction. We will establish an estimated construction timeline and work with Castle Rock to quantify this impact. We will also develop options to limit this impact. Potential options include constructing during low flow periods and sequencing construction to allow water to be pulled out of the existing structure while the infiltration gallery is installed and out of the infiltration gallery while the new structure is installed.

Easement Requirements

Based on Douglas County Real Property information, the area where the Plum Creek Diversion structure and infiltration gallery will be installed is owned by the Town of Castle Rock and we do not believe permanent easements will be required. Temporary easements may be required for access to the construction area from the east side of the bridge. At the CR-2 location it is likely a permanent easement or easements will be required depending on where the structure and gallery land as well as temporary easements for access and construction. Dewberry will work with Precision Survey to develop descriptions and exhibits for any required easements at the Plum Creek Diversion site and identify easements that may need to be acquired in the future for the CR-2 site.

Project Schedule

Construction of the structure will likely be limited to low flow periods in Plum Creek. The design will consider reducing the project timeline as much as possible to limit the risk of working in the creek while accounting for other considerations like limiting the time the Castle Rock is unable to divert water at the Plum Creek Diversion and limiting the construction time spent in the creek bed. We will review our design with our construction management team and discuss possible opportunities to reduce the construction schedule and incorporate these into our design.

Key Tasks that will be completed to meet the project objectives and address the issues above include:

Review of Existing Information and Sizing: We will review the information from the alternatives analysis along with any other available information to gain a full understanding of the work done previously and existing

conditions. We will work with Castle Rock and the alternatives analysis consultant to develop or verify the sizing and characteristics of the infiltration gallery, structure, screen, and gates that will be incorporated into the design based on the data used in the alternatives analysis and collected during design. We will also confirm sizing and operating characteristics of systems and equipment with industry standards and manufacturers.

Survey and Geotechnical Investigation: Survey and geotechnical investigations will be critical for both sites to provide the necessary information to appropriately design the structure, foundation, and gallery for each location. We have worked with our survey and geotechnical subconsultants on numerous projects and are confident in the information and recommendations they provide. They also will remain a part of the team throughout the design process, providing additional information and input as design progresses.

Jurisdictional Coordination and Permitting: Numerous agencies will be involved in the permitting for this project. A permit log will be used to track each permit and associated activities. The log will be populated with submittal deadlines, review timelines, next steps, required documents for upcoming submittals, and review status for each permit. The log is a living document that will be updated as the project progresses.

The 404 permit will require wetlands, endangered species, and cultural surveys. Our subconsultant ERO Resources will conduct a Natural Resources Assessment for the Plum Creek Diversion site that will include wetlands, endangered species, wildlife, and cultural surveys. They will prepare the 404 permit documents and respond to questions and comments pertaining to their work from USACE, the U.S. Environmental Protection Agency, U.S. Fish and Wildlife, Service, and the Douglas County during the permitting process. Permitting processes with USACE and CDPHE will begin with meetings immediately after 30% design. If possible both sites will be discussed in the same meetings with USACE and CDPHE to avoid getting different information at different meetings. Applications for all permits will be submitted as early as possible to begin the review process and receive approvals in a timely manner.

Grading Erosion & Sediment Control (GESC) plans and report will be included at the 90% and 100% design level for the Plum Creek Diversion and submitted to Douglas County for approval. GESC plans will be completed in accordance with Castle Rock's TESC Manual and Douglas County's GESC Manual.

The Douglas County Floodplain Manager will be contacted after the 30% design to discuss the Plum Creek Diversion project. A floodplain development application will be completed and submitted once the CLOMR is approved.

Conditional Letter of Map Revision and Letter of Map Revision: The scope of this project includes a CLOMR and LOMR for the Plum Creek Diversion structure. Dewberry previously completed a CLOMR and LOMR for the Plum Creek Diversion Pump Station project in this same area. A CLOMR was also completed for the recent reservoir construction for a more localized area to the diversion structure than was done for the Plum Creek Diversion Pump Station. We will begin the CLOMR process and submit to FEMA for review and approval when design drawings are at about 60% complete. The LOMR will be required after construction is complete and as built information is gathered. If possible, it is recommended that the LOMR for the reservoir construction be combined with the LOMR for the diversion upgrades to not duplicate effort and to save budget.

Final Design: Final design will build on the concepts selected in the alternatives analysis process and develop the necessary details so a contractor can construct a system that will reliably achieve the project objectives. The diversion structures act as low head dams spanning the stream. The structure and channel need to be designed to avoid water eroding around or under the structure. The structure also needs to be designed to resist any differential pressures between the upstream and downstream sides and to avoid damage by debris carried by the stream during high flow events. Final pipe size and layout of the infiltration gallery along with soil and aggregate gradation in the gallery will be selected. Hydraulics through the infiltration gallery will also be reviewed to confirm the losses through the gallery media and piping will allow the desired flow to be achieved. Flow velocities in the creek across the year and intake

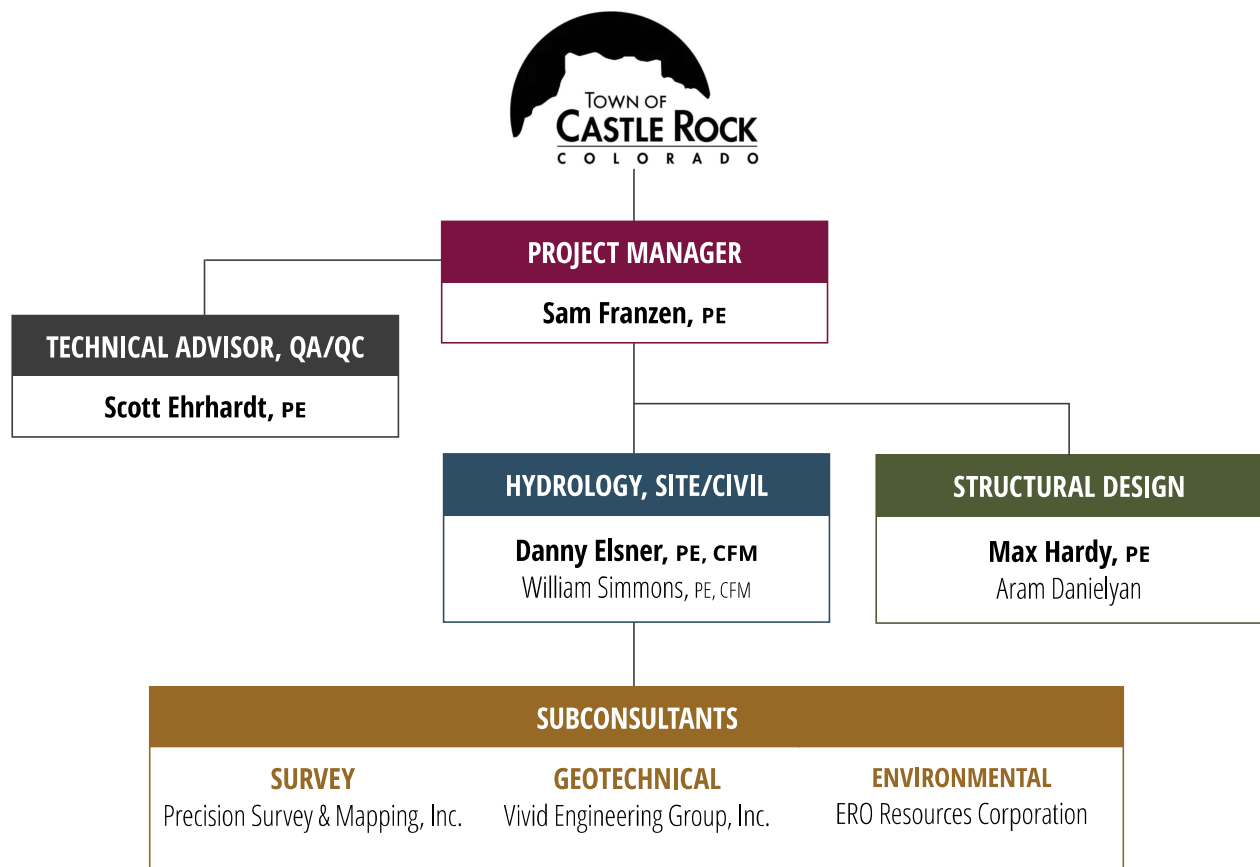
velocities based on the expected flow rates will be used to confirm if small particles will settle out of the flow into the infiltration gallery media potentially causing clogging. If it is determined small particles will settle solutions will be examined such as increasing flow velocities through the creek at the infiltration gallery or a backwash system for the gallery. Other final design items will include creek diversion during construction, channel reconstruction and stabilization measures, and existing structure demolition requirements.

In addition, during the CLOMR phase, a HEC-RAS 2D model will be used to assist with the permitting process. We will use this 2D model to understand potential areas of scour both upstream and downstream of the diversion structure and where improvements will be needed. The current geomorphology shows that the left bank descending or west side of the channel has the greatest chance of scour during high flows at the bend in the channel. The 2D model will help establish the appropriate grading to minimize this occurrence and any countermeasures needed.

Project Team

The project team will include the members noted and be organized as shown below. The majority of our team is located in our Denver office and is available for site visits and in person workshops which we find are more successful than virtual review meetings. The project team below will remain the same throughout the project. Our team is ready to start working on the project as soon as notice is received. Resumes for key team members are included in **Appendix A**.

Organizational Chart



Bold indicates key personnel

SUBCONSULTANTS

PRECISION SURVEY & MAPPING, INC. (PRECISION)

Precision is a full service Professional Land Surveying Company located in Denver, Colorado. Their team is comprised of dedicated and experienced professional surveyors committed to quality and professionalism. Precision services a broad range of clientele including civil engineers, architects, utility companies, developers, federal and state agencies, local municipalities, as well as the residential property owner.

VIVID ENGINEERING GROUP, INC. (VIVID)

Vivid provides geotechnical, geologic, environmental, and construction support services focused on transportation, water, energy, utility, government, and commercial market sectors. VIVID's core services focus on the geosciences as well as construction administration, quality, inspection and materials testing services. Their lab facilities are AMRL certified and full-service geotechnical and construction materials testing laboratories for soil, aggregate, concrete, and asphalt testing. VIVID will provide geotechnical services such as collecting and analyzing soil borings in support of design activities.

ERO RESOURCES CORPORATION (ERO)

ERO has been involved in consulting on natural resource planning and permitting projects throughout the Intermountain West since 1981 and is a recognized leader in National Environmental Policy Act (NEPA) compliance, environmental planning, biological resources, cultural and historic resources, and environmental due diligence and remediation, serving an array of federal and state agencies, municipalities, and private clients.

Section 2: Action Plan

Tasks and descriptions for the scope of work are provided below. Tasks 1 through 9 are for the Plum Creek Diversion structure and Tasks 10 through 14 are for the CR-2 diversion structure.

Tasks 1 and Task 10 – Project Management and Coordination

Assign and supervise Dewberry staff, and provide technical direction, coordination, and communication to the Dewberry staff and subconsultants to ensure the project meets budget, schedule, and quality goals. Attend project kickoff meeting and coordination meetings (virtual) with the entire project team. Monitor the work schedule and budgets and provide general contract administration within Dewberry. Provide the Town with written monthly progress reports addressing project status, budget, schedule, and potential scope of work changes.

Task 2 and Task 11 – Document Review and Site Investigation for both Locations

Task 2 deliverables include:

- Natural Resource Assessment Report
- Geotechnical Report
- Topographic Survey
- USACE and CDPHE Permit coordination meeting notes and action item log

TASKS 2.1/11.1 – DOCUMENT REVIEW

This task includes collecting and reviewing data. Data may include reports, mapping, record drawings, previous project information, photographs, 811 utility locate data, private utility locate data, and information gathered during field visits.

TASKS 2.2/11.2 – TOPOGRAPHIC SURVEY

Complete survey of the creek and surrounding areas in the vicinity of the structure and infiltration gallery locations. Surveying and mapping will be provided by our subconsultant Precision Surveying and Mapping. Survey data will

include surface and creek bed topography and ground features including roads, sidewalks, structures, parking lots, driveways, utility boxes, utility poles, trees, and bushes. Buried utilities indicated by pin flagged marks or painting provided by a professional utility locator will be identified and shown on the base mapping. Manholes will be physically surveyed to verify horizontal and vertical data. Vertical datum shall be NAVD 88 with no conversion equation. Horizontal control shall be State Plane NAD83, Colorado Central Zone coordinate system and shall specify horizontal benchmarks and include coordinates of at least one known property corner on or adjacent to the site.

TASKS 2.3/11.3 – GEOTECHNICAL INVESTIGATION

Geotechnical investigation will be conducted by Vivid Engineering. The information and data provided by these investigations will be used to guide the final design and will be provided to bidders. This task includes four boreholes to approximately 25 feet deep, two on the bank adjacent to the creek at each diversion structure, and four boreholes to 10 feet deep, two at each infiltration gallery. The boreholes will be backfilled per Town and County requirements. During drilling soil materials encountered in each bore will be logged and field sampling and standard penetration tests will be conducted.

TASKS 2.4 – NATURAL RESOURCE ASSESSMENT

(Plum Creek Diversion Site only) ERO Resources Corporation will complete a natural resource assessment which will include a site visit to identify potential natural resource concerns; identify and map wetlands, open water, and channels; and prepare a natural resource assessment report.

Tasks 3 and Task 12 – 30% Design for both Locations

30% design deliverables for each pipeline include:

- 30% Design Drawings
- Specification List
- 30% Engineer's Opinion of Probable Cost

TASKS 3.1/12.1 – 30% DESIGN

Information and recommendations from the alternatives analysis will be verified and used to develop 30% design documents. Project phasing will be discussed with the Town to understand sequencing requirements that will have to be accounted for in design. Manufacturers will be contacted to confirm the sizing of equipment, screen, and gates. The 30% design submittal will include drawings, a specifications list, and a 30% engineer's opinion of probable construction cost. Proposed temporary and permanent easements required for the structures or construction access will be depicted on the drawings. A set of drawings will be produced for each location. The following drawings will be included in each 30% drawing set:

- Cover
- Civil legend, general notes, and drawing index
- Overall site plan
- Project control and survey
- Diversion structure plan view
- Infiltration gallery plan view

TASKS 3.2/12.2 – 30% DESIGN WORKSHOP

Hold a workshop with the Town to review the drawings and discuss review comments, next steps, and direction needed to move forward with design. Compile and submit meeting notes and comment logs to memorialize discussions, decisions, and potential action items.

Task 4 – 90% Design for Plum Creek Diversion

90% design deliverables for each pipeline include:

- 90% Design Drawings
- 90% Design Specifications
- Subsurface Utility Engineering Plan and Report
- Grading Erosion and Sediment Control Plan/Report
- Easement Exhibits and Descriptions

TASKS 4.1 – 90% DESIGN

Design for the Plum Creek Diversion will continue to be developed and comments and decisions from the 30% Design review will be incorporated into the 90% Design packages. Drawings and Specifications for the 90% submittal will be prepared in accordance with Town criteria and will generally include:

- Cover
- Civil legend, general notes, and drawing index
- Overall project location drawing
- Overall site plans/key maps
- Site, piping, and grading plan
- Yard piping plan
- Civil detail sheets
- Infiltration gallery plan, sections, and details
- GESC plans
- GESC standard notes and details
- Structural plans, sections, and details
- Pipeline installation detail sheets

The GESC Drawings will be packaged and submitted separately to Douglas County for approval.

TASKS 4.2 – 90% DESIGN WORKSHOP

Hold a workshop with the Town to review the drawings and discuss review comments. Compile and submit meeting notes and comment logs to memorialize discussions, decisions, and potential action items.

Task 5 – 100% Bid Ready Design Package for Plum Creek Diversion

Tasks 5.1– 100% Design. Once final approval is granted, Dewberry will create bid ready final Contract Documents and cost opinion. The bid drawings will include the same drawings listed under the 90% Design task modified as necessary to properly present the work. The 100% design submittal will include final technical specifications and a construction cost estimate.

100% design deliverables for each project include:

- 100% Design Drawings (PDF and CADD)
- 100% Design Specifications
- 100% Engineer's Opinion of Probable Cost

Task 6 and Task 13 – QA/QC for both Locations

TASKS 6.1/13.1 – QA/QC

Provide quality management and QA/QC review on all work products delivered to the Town. The QC reviewer will be the same for both pipeline projects to provide consistency across the two projects.

Task 7 – Easements Services for Plum Creek Diversion

TASKS 7.1 – EASEMENT SERVICES

Dewberry will coordinate with their surveying subcontractor, Precision Survey, to produce the required exhibits and descriptions for permanent and temporary easements for the new structures and construction access at the Plum Creek site. A total of two easement exhibits and descriptions have been assumed.

Task 8 and Task 14 – Permitting Services for both Locations

TASKS 8.1/14.1 – PERMITTING

Dewberry will assist the Town in acquiring the USACE 404 permit and CDPHE permits for the Plum Creek Diversion. This includes filling out and submitting applications, creating the necessary figures and documents to include with the applications, and coordinating and attending up to three meetings with each agency. Preliminary meetings will be conducted with USACE and CDPHE for the CR-2 site to establish permitting requirements and action items for that site. We assume this meeting will be combined with the first meeting with each agency for the Plum Creek Diversion.

Task 9 – CLOMR and LOMR for Plum Creek Diversion

Dewberry will prepare and submit a CLOMR based on design documents at about 60% design completion. A LOMR will also be submitted with associated data based on as built information to the Federal Emergency Management Agency. Any comments will be addressed and responded to.

Assumptions and Exclusions

Our team has included the following assumptions and exclusions in developing our scope of work. Exclusions can be added to the scope of work via addendum.

1. Based on the information provided with the RFP we assume we will need to provide any information not shown on the conceptual drawings as part of the design and confirm the information that has been provided. This will include but not be limited to structure dimensions; foundation design; screen opening dimension; gallery pipe lengths, layout, and soil/aggregate gradation; and backwash system design. If this is not the case, we can adjust our scope and fee accordingly.
2. We assume the requirements for the selected diversion types were reviewed during the alternatives analysis and that they are suitable for the intended use and location.
3. The CR-2 project only includes the diversion structure and infiltration gallery. Piping, access, or any additional items outside the structure are not part of this project.
4. The contractor will provide the as-built survey in an appropriate format and detail to meet FEMA requirements.
5. Permit application and review fees will be paid by the Town. This includes FEMA submittal fees for the CLOMR and LOMR.
6. Any construction permitting required prior to construction outside of the permits listed (such as dewatering) will be obtained by the contractor.
7. A Natural Resource Assessment will only be completed for the Plum Creek Diversion site as part of this project.
8. The LOMR will occur shortly after the construction process and within the next 3 years.
9. The geotechnical investigation scope includes two 25 feet deep borings and two 10 feet borings at each site for a

total of 8 borings.

- 10.** Easement exhibits and descriptions are only required for the Plum Creek Diversion site as part of this project. Two easement exhibits and descriptions are assumed for this site.
- 11.** The Town will negotiate and secure the required easements with the property owners.
- 12.** The Town will negotiate and secure the right of entries to both sides of the creek at each location to allow for surveying and geotechnical site investigations and general access during the project.

Bidding and construction services are not included in this project but may be added by amendment if desired.

Schedule

The proposed design schedule is provided on the following page. The document review, site investigations, and 30% design tasks for the two locations will run concurrently. This increases efficiencies for site visits and subcontractor field activities and allows permitting discussions to begin at the same time after the 30% design. Permitting for the Plum Creek Diversion will continue throughout the design. The schedule driver will be to produce the required documents at around 60% for the CLOMR submittal as its review will be the critical path. CLOMR and LOMR review and approval and construction durations are assumed and may be shorter or longer than shown.

SCHEDULE

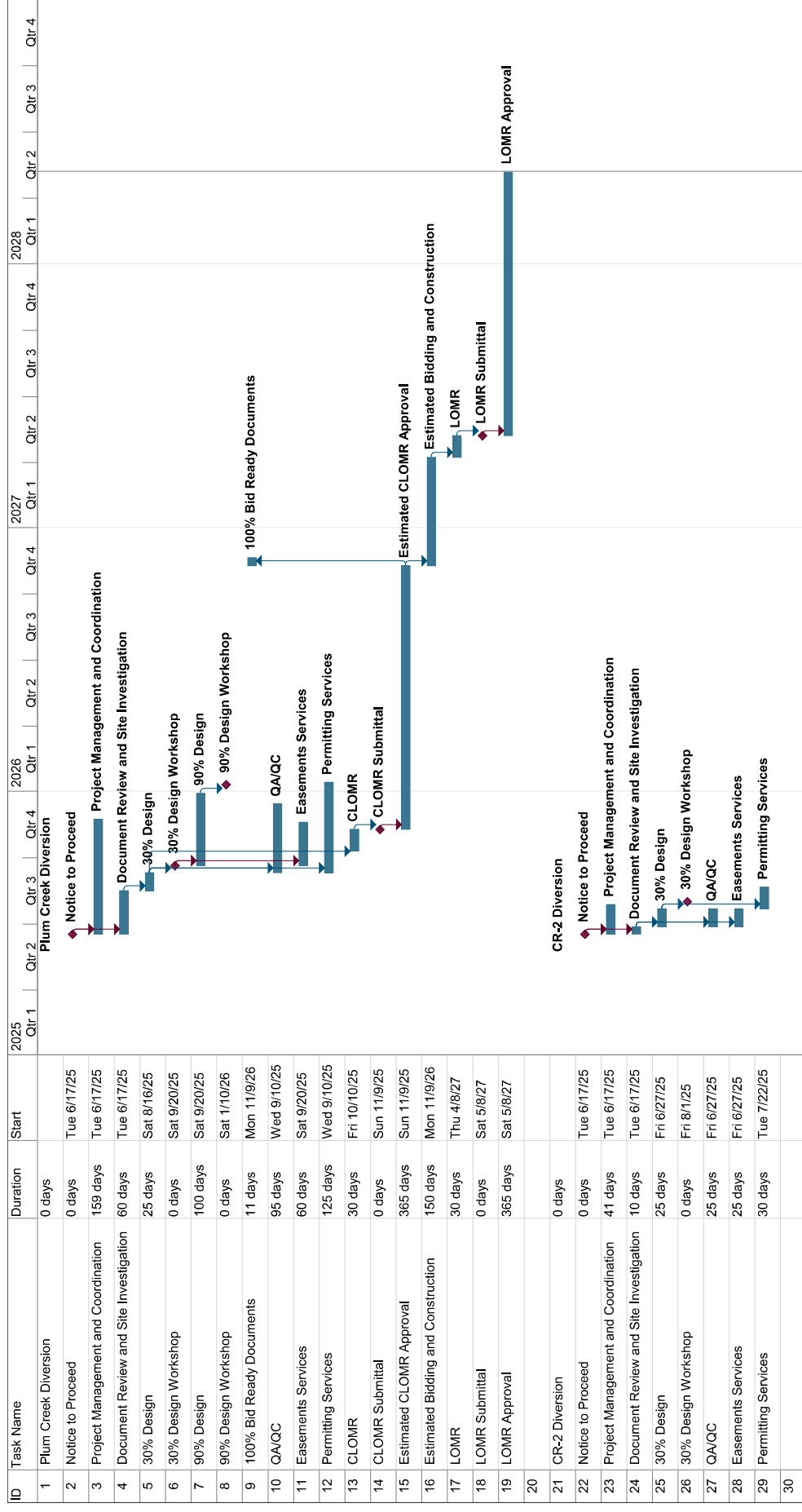


EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2025

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 MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	CONTACT NAME: Ashley Oliver PHONE (A/C, No, Ext): 410 347 3631 E-MAIL ADDRESS: Ashley.Oliver@marsh.com	FAX (A/C, No):
CN102736896-7/1-1.1a-24-25	GAWP	
INSURED DEWBERRY ENGINEERS INC. 990 SOUTH BROADWAY SUITE 400 DENVER, CO 80209	INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Company INSURER B: The Travelers Indemnity Company Of America INSURER C: Travelers Property Casualty Co. Of America INSURER D: Beazley Insurance Company, Inc. INSURER E: N/A INSURER F:	NAIC # 25615 25658 25674 37540 N/A

COVERAGES**CERTIFICATE NUMBER:**

CLE-007357843-01

REVISION NUMBER: 8

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-630-7792B312-COF-24	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-24-43-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	UB-6P972264-24-43-G	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E241501 RETRO. DATE: FULL PRIOR ACTS	07/01/2024	07/01/2025	PER CLAIM/AGGREGATE 2,000,000

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

RE: DEWBERRY PROJECT/JOB/PLN # PLN 348056, BU2280, PLUM CREEK DIVERSION STRUCTURE UPGRADE DESIGN SERVICES CLIENT CONTRACT #RFP NO. 2025-004

TOWN, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. THE GENERAL AND AUTO LIABILITY INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDERTOWN OF CASTLE ROCK
175 KELLOGG COURT
CASTLE ROCK, CO 80109**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED DEWBERRY ENGINEERS INC. 990 SOUTH BROADWAY SUITE 400 DENVER, CO 80209
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER. AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. Number of days advance notice:

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

ADDRESS:

SEE IL T8 06

FAIRFAX
VA
22031

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES
NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2024

This Endorsement is attached to and forms a part of Policy Number: V11B5E241501

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

POLICY NUMBER: UB-6P972264-24-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06-21-24 ST ASSIGN:

Page 1 of 1