



**TOWN OF CASTLE ROCK  
PROFESSIONAL SERVICES AGREEMENT  
(Young American Infrastructure Improvements Project– Castle Rock Water)**

---

**DATE:** June 2, 2026

**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 Boulevard, Suite 1, Fairfax, Virginia 22031 (“Consultant”).

**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 hereby engages Consultant pursuant to its Sole Source policy to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

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

2. **Payment.** Consultant shall invoice Town for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations (“Disputed Services”). The Town shall not be required to pay for Disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services under this Agreement exceed **\$94,490.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement and expire on **December 31, 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 the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in



accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

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

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 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

**F. Workers’ Compensation and Employer’s Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and



shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

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

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

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

11. **Indemnification.** Consultant expressly agrees to indemnify, 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, 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-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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



20. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or 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. In addition, Consultant shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

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

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

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

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

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



auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

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

**ATTACHED EXHIBITS:**

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT’S CERTIFICATE OF INSURANCE

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
William Langford, Assistant Town Attorney

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

**CONSULTANT:**

**DEWBERRY ENGINEERS INC.**

By:           *Sam Franzen*            
(Signature)

          Sam Franzen            
(Print Name)

Its:           Senior Associate            
(Title)

## EXHIBIT 1

### SCOPE OF SERVICES AND FEE SCHEDULE

Consultant shall complete all work as described in the scope of services (“Scope”) in accordance with the fee schedule. In no event shall the total payment to Consultant for the Services under this Agreement and Scope exceed **\$94,490.00**, unless authorized in writing by Town.

#### Summary:

This Scope includes incorporating public works upgrades to the sidewalks in the Young American neighborhood to comply with American with Disabilities Act requirements into the design documents (“Public Works Improvements”). Public Works Improvements also include incorporating required protection, modifications, or relocations to significant features affected by the sidewalk expansions including but not limited to retaining walls, fences, trees and other large plants, light poles, meters, curb stops, signs, and mailboxes. General notes or specifications will be used to establish requirements for restoration or relocation of typical landscaping affected by the Public Works Improvements including lawns, irrigation systems, rock or mulch beds, edging, etc. The attached map shows the Parties understanding of the sidewalk upgrades and the potential impacts to the properties.

Also included in this Scope are outstanding items from the waterlines improvements project (“Waterlines Improvements”) including evaluating a flushing path for the Overlook Rd portion of the work including survey, easement legal descriptions, and staking and service additions to the drawings based on information provided by the Town.

The following task breakdown defines the level of engineering effort and provides a basis for Consultant’s estimated fee. Tasks have been broken down into effort related to the Public Works Improvements (Task X.1) and the Waterlines Improvements (Task X.2) where appropriate.

Consultant shall do the following:

#### **Task 1 – Project Management**

**Task 1.1 and 1.2 Project Management.** Consultant shall assign and supervise Consultant staff, and provide technical direction, coordination, and communication to the Consultant staff and subconsultants (alternatively referred to as subcontractors in this Agreement) to ensure the project meets budget, schedule, and quality goals. Monitor the work schedule and budgets and provide general contract administration within Consultant. Provide the Town with written monthly progress reports addressing project status, budget, schedule, and potential scope of work changes.

#### **Task 2 – Survey Data Verification.**

**Task 2.1 and 2.2 – Survey Data Verification.** This task includes a field visit to verify information in the existing survey data, including existing sidewalk widths, and determine if and where additional survey is required. Consultant will also work with the Town to confirm outstanding items from the waterline design during this visit. The field visit is estimated to take two days.

#### **Task 3 – Additional Survey Allowance**



The current survey collected data inside the right-of-way throughout the neighborhood. This data should be sufficient to show most if not all the data needed to show the Public Works Improvements upgrades and property impacts and rehabilitation. However, the survey may not have captured all the information needed and homeowners may have made improvements since the original survey was completed two years ago. Town may authorize Consultant to complete additional surveys of improvements or additional surveys to obtain necessary information of the area. As noted above, in no event shall the total payment to Consultant for the Services under this Agreement exceed \$94,490.00, unless authorized in writing by the Town. For the sake of clarity, Consultant understands and agrees that this not to exceed amount of \$94,490.00 includes \$20,000.00 which the Town may, at the Town's sole discretion, decide to utilize to pay for additional surveys authorized under Task 3.

#### **Task 4 - 90% Design**

**Task 4.1 and 4.2 - 90% Design.** Incorporate sidewalk improvements including areas where widening is required, and specific locations of repairs, curb ramps, and drive cuts. Add notes indicating modifications, relocations, removal, or protection of major features including retaining walls, fences, trees and other large plants, light poles, meters, curb stops, signs, and mailboxes. Town standard details will be referenced or included in the project documents. Separate plan drawings will be created for Public Works Improvements to establish a clean division between Waterlines Improvements and Public Works Improvements scopes and to maintain legibility.

Evaluate Overlook Rd blowoff options and update the design as required. Update the design documents to include additional information on sewer services on Hillside Dr, connections going into SMH-4614, the water service to the Oakridge Pool, and waterline looping at the Winrock Apartments based on information provided by the Town and gathered in the field.

Drawings and Specifications for the 90% submittal will be prepared in accordance with Town criteria. This task also includes quality assurance, quality control ("QAQC") of all deliverables submitted to the Town. New drawings expected to be added include:

- Plan views for Public Works Improvements
- Additional civil detail sheets as necessary
- TESC plans
- TESC standard notes and details

The TESC Drawings will be packaged and submitted separately to the Town for approval.

**Task 5.1 and 5.2 – 90% Review Workshop.** A workshop will be conducted after the 90% design deliverables to discuss review comments, next steps, and direction needed to move forward with design. Consultant will generate and submit meeting notes to memorialize discussions, decisions, and potential action items.

#### **Task 6 - 100% Bid Ready Design Package**

**Task 6.1 and 6.2 - 100% Bid Ready Design Package.** Once final approval is granted, Consultant will create bid ready final Contract Documents. The bid drawings will include those listed below

modified as necessary to properly present the work. The 100% design submittal will include final technical specifications. This task also includes QAQC of all deliverables submitted to the Town.

- Cover
- Civil legend, general notes, and drawing index
- Overall project location drawing
- Overall site plans/key maps
- TESC plans
- TESC standard notes and details
- Plan views for Public Works Improvements
- Horizontal pipeline alignment (plan view) for sanitary sewer rehabilitation
- Phasing plan for sewer rehabilitation (if necessary) and water distribution pipe replacement
- Plan and profile sheets for sewer (if necessary) and water distribution pipe replacement
- Pipeline replacement detail sheets
- Pipeline rehabilitation detail sheets
- Pipeline installation detail sheets
- Civil detail sheets

### **Assumptions**

The above scope of work is based on the following major assumptions for each project area.

- The extents of the sidewalk replacement and upgrades will match the extents of the Waterlines Improvements. The map provided below indicates the limits of the work and where replacement is needed versus only improvements.
- Street widths and gutter flow lines will remain the same and stormwater structures will remain in their current location unchanged except for the two structures that may need to shift where the sidewalk is coming into the roadway.
- Hydrology and hydraulic calculations or reports for stormwater runoff are not required.
- Updated cost estimates for the waterline work and cost estimates for the Public Works Improvements are not required.
- All work will be within right of way and additional easements will not be required.
- The Town will provide locations where specific repairs/upgrades are required in areas where the entire sidewalk is not being replaced.
- Permitting fees will be paid by the Town.



FEE PROPOSAL - Castle Rock Water - Young American Public Works Upgrades

| Task                                      | Task Description  | Task Cost       | Survey/SUE      |                | Sub 10% Markup | Direct Costs    | Labor Costs | Total Hours | PM Eng 6     | Eng 8     | Eng 4      | Eng 2     | Des 4      | Des 3    | Admin 3  |
|---|---|-----------------|-----------------|----------------|----------------|-----------------|-------------|-------------|--------------|-----------|------------|-----------|------------|----------|----------|
|   |   |                 | Precision       |                |                |                 |             |             | Billing Rate |           |            |           |            |          |          |
|   |   |                 |                 |                |                |                 |             |             | \$240.00     | \$300.00  | \$185.00   | \$140.00  | \$210.00   | \$170.00 | \$125.00 |
| <b>1</b>                                  | <b>Project Management</b>                                 |                 |                 |                |                |                 |             |             |              |           |            |           |            |          |          |
| 1.1                                       | Project Management - Public Works Improvements            | \$2,090         |                 |                | \$0            | \$2,090         | 12          | 2           |              | 6         |            |           |            |          | 4        |
| 1.2                                       | Project Management - Waterline Improvements               | \$2,090         |                 |                | \$0            | \$2,090         | 12          | 2           |              | 6         |            |           |            |          | 4        |
|   | <b>Task 1 Subtotal</b>                                    | <b>\$4,180</b>  | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>     | <b>\$4,180</b>  | <b>24</b>   | <b>4</b>    | <b>0</b>     | <b>12</b> | <b>0</b>   | <b>0</b>  | <b>0</b>   | <b>0</b> | <b>8</b> |
| <b>2</b>                                  | <b>Survey Data Verification</b>                           |                 |                 |                |                |                 |             |             |              |           |            |           |            |          |          |
| 2.1                                       | Survey Data Verification - Public Works Improvements      | \$7,735         |                 |                | \$0            | \$75            | \$7,660     | 44          | 6            |           | 16         | 16        |            | 6        |          |
| 2.2                                       | Survey Data Verification - Waterline Improvements         | \$2,195         |                 |                | \$0            | \$75            | \$2,120     | 12          | 2            |           | 4          | 4         |            | 2        |          |
|   | <b>Task 2 Subtotal</b>                                    | <b>\$9,930</b>  | <b>\$0</b>      | <b>\$0</b>     | <b>\$150</b>   | <b>\$9,780</b>  | <b>56</b>   | <b>8</b>    | <b>0</b>     | <b>20</b> | <b>20</b>  | <b>0</b>  | <b>8</b>   | <b>0</b> | <b>0</b> |
| <b>3</b>                                  | <b>Additional Survey Allowance</b>                        |                 |                 |                |                |                 |             |             |              |           |            |           |            |          |          |
| 3.1                                       | Additional Survey Allowance - Public Works Improvements   | \$22,740        | \$20,000        | \$2,000        |                | \$740           | 4           |             |              | 4         |            |           |            |          |          |
|   | <b>Task 3 Subtotal</b>                                    | <b>\$22,740</b> | <b>\$20,000</b> | <b>\$2,000</b> | <b>\$0</b>     | <b>\$740</b>    | <b>4</b>    | <b>0</b>    | <b>0</b>     | <b>4</b>  | <b>0</b>   | <b>0</b>  | <b>0</b>   | <b>0</b> | <b>0</b> |
| <b>4</b>                                  | <b>90% Design</b>   |                 |                 |                |                |                 |             |             |              |           |            |           |            |          |          |
| 4.1                                       | 90% Design - Public Works Improvements                    | \$32,660        |                 |                | \$0            | \$32,660        | 188         | 6           | 6            | 20        | 48         | 16        | 92         |          |          |
| 4.2                                       | 90% Design - Waterline Improvements                       | \$8,670         |                 |                | \$0            | \$8,670         | 50          | 2           | 2            | 6         | 16         | 4         | 20         |          |          |
|   | <b>Task 4 Subtotal</b>                                    | <b>\$41,330</b> | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>     | <b>\$41,330</b> | <b>238</b>  | <b>8</b>    | <b>8</b>     | <b>26</b> | <b>64</b>  | <b>20</b> | <b>112</b> | <b>0</b> | <b>0</b> |
| <b>5</b>                                  | <b>90% Review Workshop</b>                                |                 |                 |                |                |                 |             |             |              |           |            |           |            |          |          |
| 5.1                                       | 90% Review Workshop - Public Works Improvements           | \$1,455         |                 |                | \$0            | \$1,455         | 8           | 2           |              | 3         | 3          |           |            |          |          |
| 5.2                                       | 90% Review Workshop - Waterline Improvements              | \$1,455         |                 |                | \$0            | \$1,455         | 8           | 2           |              | 3         | 3          |           |            |          |          |
|   | <b>Task 5 Subtotal</b>                                    | <b>\$2,910</b>  | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>     | <b>\$2,910</b>  | <b>16</b>   | <b>4</b>    | <b>0</b>     | <b>6</b>  | <b>6</b>   | <b>0</b>  | <b>0</b>   | <b>0</b> | <b>0</b> |
| <b>6</b>                                  | <b>100% Bid Ready Design Package</b>                      |                 |                 |                |                |                 |             |             |              |           |            |           |            |          |          |
| 6.1                                       | 100% Bid Ready Design Package - Public Works Improvements | \$9,920         |                 |                | \$0            | \$9,920         | 58          | 2           | 2            | 12        | 20         | 2         | 20         |          |          |
| 6.2                                       | 100% Bid Ready Design Package - Waterline Improvements    | \$3,480         |                 |                | \$0            | \$3,480         | 18          | 2           | 2            | 4         | 4          | 2         | 4          |          |          |
|   | <b>Task 6 Subtotal</b>                                    | <b>\$13,400</b> | <b>\$0</b>      | <b>\$0</b>     | <b>\$0</b>     | <b>\$13,400</b> | <b>76</b>   | <b>4</b>    | <b>4</b>     | <b>16</b> | <b>24</b>  | <b>4</b>  | <b>24</b>  | <b>0</b> | <b>0</b> |
| <b>SUBTOTAL PUBLIC WORKS IMPROVEMENTS</b> |   | <b>\$76,600</b> | <b>\$20,000</b> | <b>\$2,000</b> | <b>\$75</b>    | <b>\$54,525</b> | <b>314</b>  | <b>18</b>   | <b>8</b>     | <b>61</b> | <b>87</b>  | <b>18</b> | <b>118</b> | <b>4</b> | <b>4</b> |
| <b>SUBTOTAL WATERLINE IMPROVEMENTS</b>    |   | <b>\$17,890</b> | <b>\$0</b>      | <b>\$0</b>     | <b>\$75</b>    | <b>\$17,815</b> | <b>100</b>  | <b>10</b>   | <b>4</b>     | <b>23</b> | <b>27</b>  | <b>6</b>  | <b>26</b>  | <b>4</b> | <b>4</b> |
| <b>TOTAL FEE PROPOSAL</b>                 |   | <b>\$94,490</b> | <b>\$20,000</b> | <b>\$2,000</b> | <b>\$150</b>   | <b>\$72,340</b> | <b>414</b>  | <b>28</b>   | <b>12</b>    | <b>84</b> | <b>114</b> | <b>24</b> | <b>144</b> | <b>8</b> | <b>8</b> |



**LEGEND**

- No Proposed Changes to Cross Section
- Proposed cross-section w/ ADA improvements
- SIDEWALK ON ONESIDE OF STREET, SIDEWALK EXTENSION INTO STREET
- NO SIDEWALK, STREET PAVING ONLY



# CASTLE ROCK WATER YOUNG-AMERICAN PROJECT

- Major Streets
- Minor Streets

Total Area:  
54,136± square yards



Map Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at [accessibility@CRgov.com](mailto:accessibility@CRgov.com) or submit an accommodation request form at [CRgov.com/A11yRequest](https://www.castlerockcolorado.com/A11yRequest). The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product to the public the Town of Castle Rock assumes no liability for its use or accuracy. For questions or comments regarding omissions, corrections, or updates please visit [CRgov.com/directory](https://www.castlerockcolorado.com/directory) for contact information. Copyright 2024, Town of Castle Rock. Date Modified: 12/19/2024.



**EXHIBIT 2**

CONSULTANT'S CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/03/2025

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

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

| <b>PRODUCER</b><br>MARSH USA, LLC.<br>1050 CONNECTICUT AVENUE, SUITE 700<br>WASHINGTON, DC 20036-5386 | <b>CONTACT NAME:</b> Ashley Oliver<br><b>PHONE (A/C No. Ext):</b> 410 347 3631 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Ashley.Oliver@marsh.com  |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
|---|---|-------------------------------|--------|---|-------|---|-------|---|-------|--|-------|------------------------|-----|--------------------|--|
| CN102736896-7/1-1.1a-25-26      GAWP  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> The Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td><b>INSURER B :</b> The Travelers Indemnity Company Of America</td> <td style="text-align: center;">25658</td> </tr> <tr> <td><b>INSURER C :</b> Travelers Property Casualty Co. Of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER D :</b> Beazley Insurance Company, Inc.</td> <td style="text-align: center;">37540</td> </tr> <tr> <td><b>INSURER E :</b> N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A :</b> The Charter Oak Fire Insurance Company | 25615 | <b>INSURER B :</b> The Travelers Indemnity Company Of America | 25658 | <b>INSURER C :</b> Travelers Property Casualty Co. Of America | 25674 | <b>INSURER D :</b> Beazley Insurance Company, Inc. | 37540 | <b>INSURER E :</b> N/A | N/A | <b>INSURER F :</b> |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURER A :</b> The Charter Oak Fire Insurance Company   | 25615   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURER B :</b> The Travelers Indemnity Company Of America   | 25658   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURER C :</b> Travelers Property Casualty Co. Of America   | 25674   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURER D :</b> Beazley Insurance Company, Inc.  | 37540   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURER E :</b> N/A  | N/A   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURER F :</b>  |   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |
| <b>INSURED</b><br>DEWBERRY ENGINEERS INC.<br><br>990 SOUTH BROADWAY<br>SUITE 400<br>DENVER, CO 80209  |   |                               |        |   |       |   |       |   |       |  |       |                        |     |                    |  |

**COVERAGES      CERTIFICATE NUMBER:** CLE-007418772-01      **REVISION NUMBER:** 4

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                                | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL INS. COV.<br>(INSURED CONTRACTS)<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | P-630-7792B312-COF-25                        | 07/01/2025              | 07/01/2026              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   | Y         | Y        | 810-1N788974-25-43-G                         | 07/01/2025              | 07/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>COMP / COLL DED: \$ 1,000  |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| C        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | UB-6P972264-25-43-G                          | 07/01/2025              | 07/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |
| D        | <input type="checkbox"/> <b>PROFESSIONAL LIABILITY</b>   |           |          | V11B5E251601<br>RETRO. DATE: FULL PRIOR ACTS | 07/01/2025              | 07/01/2026              | 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 # 50190769, BU2280; PLUM CREEK DIVERSION PS CAPACITY EXPANSION CLIENT CONTRACT #CONTRACT CON-2025-0551.

TOWN OF CASTLE ROCK, 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. CONTINUED ON ACORD 101

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |   |
|--|---|
| TOWN OF CASTLE ROCK<br>100 N. WILCOX STREET<br>CASTLE ROCK, CO 80104 | <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE<br/>of Marsh USA LLC</p> <p style="text-align: right;"><i>Handwritten Signature</i></p> |
|--|---|

AGENCY CUSTOMER ID: CN102736896

LOC #: Washington



### ADDITIONAL REMARKS SCHEDULE

|                           |           |   |  |
|---------------------------|-----------|---|--|
| AGENCY<br>MARSH USA, LLC. |           | NAMED INSURED<br>DEWBERRY ENGINEERS INC.            |  |
| POLICY NUMBER             |           | 990 SOUTH BROADWAY<br>SUITE 400<br>DENVER, CO 80209 |  |
| 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

CONTINUED FROM DESCRIPTION OF OPERATIONS:

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. 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.

POLICY NUMBER: 810-1N788974-25-43-G

COMMERCIAL AUTO  
ISSUE DATE: 06-06-25

**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:**

|   |    |      |
|---|----|------|
| <b>Cancellation for nonpayment of premium:</b>        |    | Days |
| <b>Cancellation other than nonpayment of premium:</b> | 30 | Days |
| <b>Nonrenewal:</b>                                    |    | Days |
| <b>Material change:</b>                               |    | Days |

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

POLICY NUMBER: P-630-7792B312-COF-25

ISSUE DATE: 06-06-25

**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.

POLICY NUMBER: P-630-7792B312-COF-25

GENERAL PURPOSE ENDORSEMENT

**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.**



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-6P972264-25-43-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

Table with 2 columns: Name and Address of Designated Persons or Organizations, Number of Days Notice. Row 1: 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: 06-06-25 ST ASSIGN:

**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-2025

This Endorsement is attached to and forms a part of Policy Number: **V11B5E251501**

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