



**TOWN OF CASTLE ROCK SERVICES AGREEMENT  
(SCADA Master Plan Phase V Design – Castle Rock Water)**

---

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

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

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation, with a local address of 9191 South Jamaica Street, Englewood, Colorado 80112 (“Consultant”).

**RECITALS:**

- I. The Town issued a Request for Proposals (RFP No. 2024-007) from qualified consultants with expertise in engineering services.
- II. Consultant timely submitted its Proposal.
- III. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

**TERMS:**

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

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within thirty (30) days receipt of such invoice. 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. In no event shall payment exceed **\$437,303.00**, unless authorized in writing by Town.

3. **Term.** The term of this Agreement shall commence upon the execution of this Agreement and expire on **December 31, 2025** (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources for 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. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval.

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

7. **Assignment.** This Agreement shall not be assigned by either party without the written consent of the other party.

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 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.

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

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

E. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent 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 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 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 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 Town or any of its officers, agents or employees from bodily injury and property damage or claims resulting from Consultant’s professional services which are the subject of this Agreement, 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 is Important.** 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. In no event shall either Party be liable for lost profits or incidental, consequential, punitive or exemplary damages. Contractor's liability hereunder shall be limited to (a) insurance proceeds paid, or (b) in the event that insurance does not timely pay, to the payment made to Contractor under this Agreement; provided, however, that should insurance proceeds not be available or paid out due to Contractor's failure to possess or maintain insurance coverage as required by this Agreement, or through any other act or failure to act by Contractor impacting the availability or payment of insurance proceeds, the aforementioned limitation on liability shall not apply. Town's liability shall be limited up to the payment made to Contractor under this Agreement.

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 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 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 maintain 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 joint property of the Town and Consultant 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 shall strive so 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, indemnifies 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 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 agrees 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, indemnifies 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 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 rising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information marked as such 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. **Work with Construction Contractors.** In the event the Town enters into a construction contract with a third-party contractor (“Construction Contractor”), and Consultant works with the Construction Contractor on this project, this Section applies to the Agreement. Consultant shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or safety precautions or programs for which the Construction Contractor is responsible for. Nor will Consultant be responsible for a Construction Contractor’s failure to perform construction work in accordance with a



contract entered into between the Town and the Construction Contractor, nor will Consultant be responsible for damage to the project site solely attributable to a Construction Contractor, and nothing in this Agreement is intended to create any such responsibility of Consultant. Consultant shall not have control over or charge of, and shall not be responsible for, ensuring the Construction Contractor is performing construction work in accordance with a construction contract entered into between the Town and the Construction Contractor.

31. **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:**

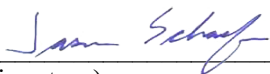
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Stacey Song, Assistant Town Attorney

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

**CONSULTANT:**

**BURNS & MCDONNELL ENGINEERING COMPANY, INC.**

By: Jason Schaefer  
(Print Name)

  
(Signature)

Its: Regional GP Manager  
(Title)

## **EXHIBIT 1**

### **SCOPE OF SERVICES AND FEE SCHEDULE**



## Work Breakdown Structure

### Task 100

#### ***Task 101 – Site Investigation and Project Kickoff Meeting***

Our team will coordinate and lead a Project Kickoff Meeting and conduct a detailed site investigation at RWRWTC and remote sites. During the Project Kickoff Meeting, the collective project team will identify the project goals, coordinate activities, discuss project requirements, and establish a project schedule. The site investigation will achieve the following:

- Obtain feedback from the Owner on the pros and cons of their current system and discuss standards.
- Obtain field information and as-built or other project-related documentation.
- Investigate the existing PLC cabinets in detail. Define project schedule requirements.
- Establish lines of communication between the Owner and BMcD.

#### ***Task 102 – Weekly Progress Meetings***

BMcD will host weekly virtual meetings throughout the project duration to keep the Owner informed regarding progress and to receive input. This task assumes a design phase duration of five months for a total of 10 progress meetings of 1 hour each.

#### ***Task 103 – Project Management***

This task involves internal coordination of the individual disciplines, budget tracking, and invoice preparation.

#### ***Task 104 – Quality Control/Quality Assurance***

The project team will follow BMcD's QA/QC program. This task includes an internal review of the project by qualified staff at each design milestone.

### Task 200

#### ***Task 201 – Review Existing Documents***

BMcD will collect and review reports/design documents and data to support our understanding of the project. This information will be used to generate a baseline for the project's planning and design. Where applicable, the existing documentation shall be used to develop detailed design documents including I/O list.

#### ***Task 202 – 60% Design Documents***

Plans and specifications shall be provided by the Consultant at the 60% design level. The 60% documents shall include the following:

- Technical Specifications, including preliminary Instrument list
- Design Drawings (Refer to Drawing list below)

The Owner shall be given at least one week to review the plans and specifications before holding the 60% design review meeting. PDF documents of the plans and specifications will be provided to the Owner for review. Owner comments and feedback will be incorporated into the 90% design.

### ***Task 203 – 60% Engineer’s Opinion of Probable Construction Cost***

Based on the 60% design documents, the Consultant will prepare the Engineer’s Opinion of Probable Cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. All assumptions will be included for reference.

Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer’s experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

### ***Task 204 – 60% Design Review Meeting***

After the Owner has had an opportunity to review the 60% design documents, the Consultant will conduct a 60% design review meeting. The purpose of this meeting is to provide the Owner and Consultant with an opportunity to clarify the Owner’s comments on the documents. The Engineer will provide meeting minutes, including a decision log and a list of action items. Meeting minutes will be distributed via email, and comments will be incorporated into the 90% design documents as appropriate.

## **Task 300**

### ***Task 301 – 90% Design Documents***

Plans and specifications will be provided by the Consultant at the 90% design level. The 90% plans will include the following:

- Refined technical specifications.
- All drawings from the 60% review, brought to 90% completion.
- Additional detailed drawings needed for final design, including I/O lists associated with each PLC cabinet.

The Owner will be given at least one week to review the plans and specifications before the 90% design review meeting. PDF documents of the plans will be provided to the Owner for review.

### ***Task 302 – 90% Engineer’s Opinion of Probable Construction Cost***

Based on the 90% design documents, the Consultant will prepare an Engineer’s Opinion of Probable Cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Owner. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. All assumptions will be included for reference.

Estimates, schedules, forecasts, and projections prepared by Engineer relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Engineer's experience, qualifications, and judgment as a professional. Since Engineer has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Engineer.

### ***Task 303 – 90% Design Review Meeting***

After the Owner has had an opportunity to review the 90% design documents, the Consultant will conduct a 90% design review meeting. The purpose of this meeting is to provide the Owner and Consultant with an opportunity to clarify the Owner's comments on the documents. The Consultant will provide meeting minutes, including a decision log and a list of action items. Meeting minutes will be distributed via email, and comments will be incorporated into the IFB design documents as appropriate.

## **Task 400**

### ***Task 401 – Issue for Bid Design Documents***

The Consultant will prepare and submit Issue for bid plans and specifications for bidding purposes. The plans and specifications will incorporate final Owner comments before bidding. Based on bid documents, the Consultant will prepare an Engineer's Opinion of the Project's Probable Cost (EOPCC). The EOPCC will be shown in dollars for the current year. Consideration will be made for increases in material and labor costs for construction in subsequent years. The construction industry has experienced dramatic material cost changes in the past decade, and material costs continue to fluctuate.

Many other factors can also influence the local bidding environment. Burns & McDonnell has no control over weather, cost and availability of labor, materials, and equipment, labor productivity, construction contractor procedures and methods, unavoidable delays, economic conditions, government regulations and laws (including their interpretation), competitive bidding or market conditions, and other factors affecting such opinions or projections. Consequently, final costs may vary from the cost opinions provided. Moreover, the cost opinions presented here are conceptual in nature and may vary significantly as design and detail are added to the project. Project budgets should be reviewed regularly to assist in the decision-making process.

### ***Task 402 – Bidding or Negotiating Phase***

The Consultant will assist the Owner in advertising for and obtaining bids or proposals for the work, issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintaining a record of prospective contractors to whom documents have been issued. The Consultant will attend the pre-bid conference, if any, and receive and process

contractor deposits or charges for the issued documents.

The Consultant will prepare and issue addenda as necessary to clarify, correct, or amend the issued documents. If required by the issued documents, the Consultant will evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors, provided such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) before the award of contracts for the work. The Consultant will prepare bid tabulation sheets to meet the Owner’s schedule, assist the Owner in evaluating bids or proposals, assemble final contracts for the work for execution by the Owner and Contractor, and issue notices of award for such contracts.

If the Owner engages in negotiations with bidders or proposers, the Consultant will assist the Owner with technical and engineering issues that arise during negotiations. The inclusion of any contractor or subcontractor on the list of bidders does not constitute any endorsement or warranty by the Consultant. The Owner is responsible for exercising due diligence in reviewing the qualifications and experience of, and checking references for, any prospective contractor or subcontractor to make a final selection of qualified contractors and subcontractors for this project.

#### ***Task 403 – Issued for Construction Documents***

The Consultant will prepare and submit Issued for Construction drawings and specifications.

The drawings and specifications will incorporate bidding addenda before submission.

The Consultant will furnish one (1) electronic copy of the Issued for Construction drawings and specifications to the Owner.

#### **Task 500 – Additional Scope Items**

##### ***Task 501– P&IDs***

The Consultant will prepare and submit piping and instrumentation drawings (P&IDs) for the facilities described above. The P&IDs will reflect the current piping and instrumentation configuration of each facility and will capture details like pipe service and size, treatment and pump equipment, valves and instrumentation. Consultant will use existing P&ID drawings where available and work with the Owner during the data collection effort to verify the information. The P&IDs will also reflect the latest tagging convention based on the Owner’s standards. The draft P&IDs shall be developed during 60% design deliverables for review. Owner comments will be incorporated into the final documents.

##### ***Task 502– Control Narratives***

The Consultant will prepare and submit a control narrative for the facilities described above. The control narrative will include a description of how the facility is intended to operate, for use by CRW and future system integrators. Consultant will work with Owner to discuss how the facilities are currently operated and if there are any desired modifications. Owner will be provided a draft of the control narratives for review. Owner comments will be incorporated into the final documents.

## **Draft Drawing List**

### **RWRWTC**

- Draft Drawing List
- RWRWTC
- Electrical Legend & Abbreviations
- Electrical Typical Details
- Electrical Site Plan
- Enlarged Site Plan I
- Enlarged Site Plan II
- Enlarged Site Plan III
- Enlarged Site Plan IV
- Treatment Building Power and Controls Plan – I
- Treatment Building Power and Controls Plan – II
- Chemical Building Power and Controls Plan – I
- Chemical Building Power and Controls Plan - II
- HSPS Power and Controls Plan – I
- Typical PLC Layout and Schematic
- PLC Cabinet Details – I
- PLC Cabinet Details – II
- PLC Cabinet Details – III
- PLC Cabinet Details – IV
- PLC Cabinet Details – V
- PLC Cabinet Details – VI
- Overall Network Drawing – Demo
- Overall Network Drawing – New
- P&IDs
- Instrument Installation Details

### **Remote Sites (per site)**

- PLC Cabinet Detail
- Site Plan
- Building-Upper Power and Control Plan (where applicable)
- Building-Lower Power and Control Plan (where applicable)
- P&ID – Assumes one per site

### **Exceptions/Assumptions**

- Survey and geotechnical services are not included in this scope.
- No new structures or structural modifications to existing facilities are included in the scope.
- For instrument replacements, it is assumed that no additional underground conduits are required except when new outdoor instruments are required.

- Where new underground conduits are required, Consultant shall use existing as-builts to determine the layout and assume the Contractor will pothole/survey and identify any conflicts prior to trenching.
- For any vendor-provided PLC cabinet upgrades, the contractor is assumed to be able to replace them with an Allen Bradley processor system.
- MCCs are not being replaced. The wiring to the controllers connected to the RTU cabinet will be replaced.
- Control logic for all existing systems is assumed to remain the same unless motor controllers are replaced.
- Where an existing PLC cabinet has a motor controller, including VFDs/starters, the existing VFDs are assumed to be relocated into a standalone cabinet.
- The owner has shared the following as-builts that will be used to develop design documents.

	Plan Drawings	PLC cabinet drawings	P&ID
RWRWTC	X	X	X
Well Site 232, 233			
Well Site Castle Oaks 8	X	X	
Well Site Castle Oaks 7	X	X	
Well Site Castle Oaks 6	X	X	
Castle Oaks Lift Station	X	X	
Well Site Woodlands 1	X	X	
Well Site Canyons South	X	X	X
Reservoir 3	X		
Black Pine PRV	X		
Pinery Flume			
Castle Oaks Valve Vault		X	
Well Site Heckendorf		X	
CR1 Diversion	X	X	
Well Site Central Well Field 1	X	X	X
Well Site Central Well Field 2	X	X	X
Well Site CR 11, 12, 13	X	X	
Well Site 204	X	X	
Well Site 176	X		X

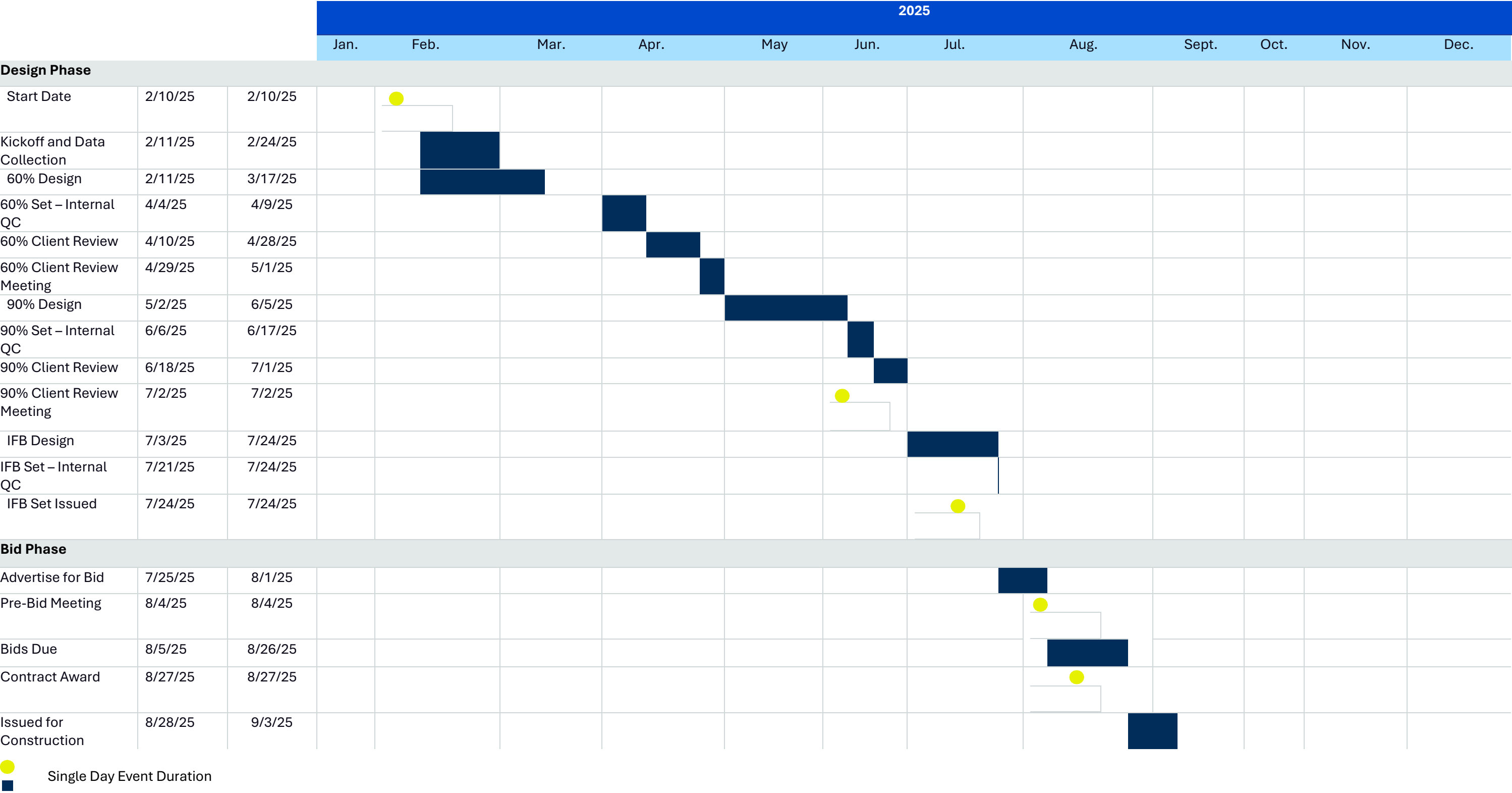
- CRW to assist in data collection and provide locations for all instrumentation to be replaced.
- Where piping and instruments are inaccessible, CRW will provide information on the existing

instruments to be replaced.

- CRW will provide PLC programs for all the PLCs to be replaced and aid in the extracting/ generating I/O reports that will be used to develop I/O lists.
  - Where existing PLC panel drawings are available, BMCD will use the drawings in developing the I/O list
- Existing fiber/ wireless communication links will not be replaced through this project's scope.
- When additional control panels are proposed to be installed, adequate space is assumed to be available in the vicinity without structural modification. Additional power circuits needed to power new control panels are assumed to be available.
- Control narrative will not be developed in detail for any vendor-provided proprietary systems (For Example - Well 232, 233).
- BMCD assumes no permits are required for the upgrades in this project.

Schedule

Below we have outlined our proposed schedule.





Town of Castle Rock

SCADA Master Plan Upgrades Phase V Project - Design Phase

Task Series 100	
Task 101	Site Investigation and Project Kickoff Meeting
Task 102	Weekly Progress Meetings
Task 103	Project Management
Task 104	Quality Control / Quality Assurance
Task Subtotal	
Task Series 200	
Task 201	Review Existing Documents
Task 202	60% Design Documents
Task 203	60% Engineer's Opinion of Probable Construction Cost
Task 204	60% Design Review Meeting
Task Subtotal	
Task Series 300	
Task 301	90% Design Documents
Task 302	90% Engineer's Opinion of Probable Construction Cost
Task 303	90% Design Review Meeting
Task Subtotal	
Task Series 400	
Task 401	Issued for Bid Design Documents
Task 402	Bidding or Negotiation Phase
Task 403	Issued for Construction Documents
Task Subtotal	
Project Total	
Add Alternates	
Task 501	P&IDs
Task 502	Control Narrative
Task Subtotal	
Optional Service Total	

Project Manager	Electrical and I&C Engineer	Electrical Designer	Quality Assurance / Quality Control	Process Engineer
Vamsi Patwari	Mark Hopkins, Aaron Hsu	Amelia Rendon (CAD)	Brian Graeber, Shawn Taylor, Haley Morton	Haley Morton
32	40			
40	20			20
20				
8			40	
100	60	0	40	20
8	32	8		
8	120	60		
4	8			
16	16			8
36	176	68	0	8
16	180	60		
4	4			
8	8			8
28	192	60	0	8
4	40	20		
8	16			
4	8	8		
16	64	28	0	0
180	492	156	40	36
40	120	200	40	200
20	40		8	120
60	160	200	48	320
60	160	200	48	320

Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
72	\$ 18,860	\$ 2,738	\$ -	\$ 21,598
80	\$ 21,050	\$ 842	\$ -	\$ 21,892
20	\$ 5,500	\$ 220	\$ -	\$ 5,720
48	\$ 14,440	\$ 578	\$ -	\$ 15,018
220	\$ 59,850	\$ 4,378	\$ -	\$ 64,228
48	\$ 11,808	\$ 472	\$ -	\$ 12,280
188	\$ 44,080	\$ 1,763	\$ -	\$ 45,843
12	\$ 3,112	\$ 124	\$ -	\$ 3,236
40	\$ 10,432	\$ 1,332	\$ -	\$ 11,764
288	\$ 69,432	\$ 3,692	\$ -	\$ 73,124
256	\$ 61,370	\$ 2,455	\$ -	\$ 63,825
8	\$ 2,106	\$ 84	\$ -	\$ 2,190
24	\$ 6,220	\$ 1,164	\$ -	\$ 7,384
288	\$ 69,696	\$ 3,703	\$ -	\$ 73,399
64	\$ 15,060	\$ 602	\$ -	\$ 15,662
24	\$ 6,224	\$ 1,429	\$ -	\$ 7,653
20	\$ 4,672	\$ 187	\$ -	\$ 4,859
108	\$ 25,956	\$ 2,218	\$ -	\$ 28,174
904	\$ 224,934	\$ 13,991	\$ -	\$ 238,925
600	\$ 142,620	\$ 5,705	\$ -	\$ 148,325
188	\$ 48,128	\$ 1,925	\$ -	\$ 50,053
788	\$ 190,748	\$ 7,630	\$ -	\$ 198,378
788	\$ 190,748	\$ 7,630	\$ -	\$ 198,378

**EXHIBIT 2**

CONSULTANT'S CERTIFICATION OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2025

1/28/2025

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> Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 PATWARI, VAMSI	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	
	<b>INSURER B:</b> Steadfast Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 21339318**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-432888-474	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-044	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC2-641-432888-014	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	EOC 7042179-04	12/1/2024	12/1/2025	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

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

RE: PROJECT: CRW SCADA MASTER PLAN PHASE V PROJECT. TOWN, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ACTING WITHIN THE COURSE AND SCOPE OF THEIR DUTIES FOR THE TOWN ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

21339318 TOWN OF CASTLE ROCK 183 KELLOGG CT. CASTLE ROCK, CO 80109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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