



TOWN OF CASTLE ROCK SERVICES AGREEMENT

(Parker Midsection Pipeline Project – Construction Phase Engineering Services)

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, 9785 Maroon Circle, Suite 400, Centennial, Colorado 80134 (“Consultant”).

RECITALS:

- A. The Town wishes to engage Consultant to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. Consultant shall provide engineering services in accordance with the scope of services attached as ***Exhibit 1*** (“Services”).

Section 2. Payment. Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee scheduled identified in ***Exhibit 2***. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$328,859.00, unless authorized in writing by Town.

Section 3. Term/Renewal. Consultant shall commence the Services May 18, 2022 and complete the Services by December 31, 2023. Provided, this Agreement may be renewed by the parties under the same terms and conditions for up to one additional one-year terms by executing the Renewal Agreement, attached as ***Exhibit 3*** (“Renewal Term”). Consultant shall devote adequate resources for timely completion of the Services. 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.

The Town shall have the right to terminate this Agreement at any time with 30 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. Consultant shall turn over all work product produced up to the date of termination.

Section 4. 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.

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

Section 6. Assignment. This Agreement shall not be assigned by either party without the written consent of the other party.

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

Section 8. Insurance. Consultant agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

A. Consultant shall procure and maintain, and shall cause each subcontractor of the Consultant to procure and maintain a policy with the insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers reasonably acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers Compensation insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employer's Liability insurance with limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-each employee.

2. Commercial General Liability insurance with combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Business Automobile Liability Insurance with combined single limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each accident and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability insurance with limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall include the Town, its officers and employees, as an additional insured. Every policy required above, except Workers' Compensation, Employers Liability and Professional Liability insurance, if applicable, shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage caused by completed operations. The Consultant shall be responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Consultant's insurance agent and submitted at the time of execution of this Agreement as ***Exhibit 4*** as evidence that policies providing the required coverage, conditions and limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled or terminated 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.

D. Failure on the part of Consultant to procure or maintain policies providing the required coverage, conditions, and limits shall constitute a material breach of contract upon which at the Town's discretion may procure or renew any such policy or any extended connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

Section 9. Colorado Governmental Immunity Act. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$424,000 per person, \$1,195,000 for two or more persons, per occurrence) 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.

Section 10. Indemnification. Consultant expressly agrees to indemnify the Town or any of its officers or employees from all claims for 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 work 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.

Section 11. Delays. Any delays in or failure of performance by any party of his or its 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.

Section 12. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 13. Entire Agreement. 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.

Section 14. Time. 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.

Section 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 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no Party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.

Section 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.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Colorado in the Douglas County District Court.

Section 18. Independent Contractor. Consultant and the Town hereby represents that Consultant is an independent contractor for all purposes hereunder. Consultant represents that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Consultant represents that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, 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.

Section 19. 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.

Section 20. Work with Third-Party Contractors. In the event Consultant works with a third-party contractor to complete the Services for the Town, 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 third-party contractor is responsible for. Nor will Consultant be responsible for a third-party contractor's failure to perform construction work in accordance with contract entered into between the Town and the third-party contractor, nor will Consultant be responsible for damage to the Project site attributable to a third-party 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, acts or omissions of a third-party contractor or of any other persons or entities performing construction work pursuant to a construction contract between the Town and the third-party contractor.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director Castle Rock Water

CONSULTANT:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: _____

Its: _____

EXHIBIT 1

SERVICES

PROJECT NAME:

Parker Midsection Pipeline Project
Construction Phase Services

Project Understanding

The Parker Midsection Pipeline Project is required by Castle Rock Water (CRW) to deliver WISE water from the Parker Water & Sanitation District's (PWSD) water distribution system for eventual conveyance into the Town's water distribution system. The proposed 2.3-mile potable waterline (42-inches) will help to provide for the sustainable long-term water supply of the Town of Castle Rock and the Dominion Water & Sanitation District.

The primary goal of this contract is to support the construction of a waterline for conveying WISE water from a connection at the PWSD's Rueter-Hess Water Purification Facility to a connection near the Canyons Pump Station. Work for the Parker Midsection Pipeline generally consists of furnishing, delivering, constructing, installing, and testing 12,000 feet (2.3 miles) of 42-inch transmission waterline. The waterline will convey potable water from a connection at the Rueter-Hess water purification facility to a connection near the Canyons Pump Station. The 42-inch diameter transmission waterline is proposed to be constructed of either a ductile iron or steel. The contract requires a tunneled/trenchless installation approximately 150 linear feet long under Newlin Gulch. Also required by the future contractor is work required to improve to the existing Canyons Pump Station. This includes, but is not limited to, increasing capacity from 7 MGD to 18.3 MGD by installing: two (2) pumps, associated VFDs, electrical improvements, piping, valving, and instrumentation.

This scope of work address the Consultants expected activities to support construction of the work. Activities include "office administration" of the contract and providing a part time Resident Project Representative to observe the work in progress.

The major scoping tasks that we propose are as follows:

TASK 1100 SERIES - CONSTRUCTION ADMINISTRATION SERVICES

Provide construction contract administration services as indicated below:

Task 1101 – Overall Project and Contract Administration:

This task includes office administrative tasks to be performed throughout the Construction Phase including:

- Receive and review guarantees, tests, and approvals provided by the Contractor in accordance with the construction contract documents. Maintain and transmit project files to the Town and copy the Town's Project Manager with test results.

- Give written notifications of observations regarding defects or deficiencies in the Contractor's work relating to compliance with contract documents.
- Preparation of monthly invoices (a narrative addressing work completed for the invoice period) and monitoring of the budget and schedule.

The total construction period for this project is anticipated to be ten (10) months in duration. Active construction (requiring construction oversight in the field is expected to take approximately 6 months). If the Contractor's approach to the project requires more than ten months to complete, the additional work related to this task shall be considered as Additional Services.

Task 1102 – Preparation of Issued for Construction Documents:

Burns & McDonnell will update the project manual and contract drawings with the latest addendum items. Paper and electronic "Issued for Construction" documents will be provided to the Contractor.

Task 1103 – Pre-Construction Conference:

Burns & McDonnell will prepare the pre-construction conference agenda, attend and run the meeting, and take, prepare, and distribute meeting minutes. It is anticipated that the pre-construction meeting will be attended by the Town and the Contractor's Project Manager and the Engineer's Project Manager and Resident Field Representative.

Task 1104 – Weekly Construction Conference Meetings:

Burns & McDonnell will prepare the conference agenda, attend and run the meeting, prepare, and distribute meeting minutes for weekly construction conferences with the Owner and Contractor. Construction conferences will help to coordinate the work, the contractors schedule, and to review notable construction activities including future installations, quality control, outstanding material submittals, and changes in the work. Active construction is expected to take six (6) months, thus 24 meeting at 1 hour long each.

Task 1105 – Periodic Site Visits or Special Observations by Project Manager or Project Engineer

This includes bi-weekly site visits and/or progress meeting attendance by either the Project Manager or a Project Engineer. We assume an active construction period of approximately forty (40) weeks. This assumes twenty (20) visits for a typical duration of three (3) hours per visit. We also expect special observations for the work required at the Canyons Pump Station by our electrical and I+C project engineers.

Task 1106 – Recommendations (only) for Payment:

Burns & McDonnell will make a recommendation for payment to the Town of Castle Rock after the quantities as measured in the field (as work is completed) are agreed to by the resident project representative and the contractor. Included are recommendations for payment for eight (8) pay applications at two (2) hours for each review/recommendation.

Task 1107 – Answer Contractor's Question through written RFI process:

Burns & McDonnell will provide formal responses to RFI's to the contractor and the Town. This includes written response to ten (10) RFI's with a review, determination, and response time of approximately three (3) hours per RFI.

Task 1108 – Submittal and Resubmittal Reviews:

Burns & McDonnell will review material submittals for the project and provide a response and status for each submittal. Burns & McDonnell expects approximately sixty (60) different submittals from the Contractor. It is assumed that submittals will require an average of two (2) hours review and response time for the first submittal. It is assumed that 50% of the submittals (30 of the 60) will require resubmittal review of one (1) hour review and response time.

Task 1109 – Change Order Requests and Change Order Preparation for Owner Approval and Execution:

Burns & McDonnell will review and respond to Contractor's requests for work change directives and change orders. We will evaluate and make recommendations for construction contract work change directives and change orders. The Project Engineer will coordinate input from the Resident Project Representative and the Town on the validity and relative costs associated with change orders and prepare comparative cost estimates as needed to confirm Contractor change requests. This task assumes a total of five (5) change orders at an average review and response time of three (3) hours per order. Burns & McDonnell will prepare and distribute change orders for Town and Contractor approval and signature at reasonable intervals as changes are accrued during the work. Change Orders will provide current project accounting based upon contract value and completion time changes from the original agreement.

Task 1110 – Substantial Completion Inspection and Punch List:

Burns & McDonnell will participate in the field walks of the new waterline and pump station improvements with the Town and the Contractor. We will generate a punchlist of construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. The fee assumes eight (8) hours labor to perform the inspections, punch list preparations, and certificates of substantial completion.

Task 1111 – Final Completion Inspection and Punchlist:

Once the Contractors have indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that all work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted. The fee assumes four (4) hours of labor are required to perform the final inspection and develop final completion letter.

Task 1112 – ProCore Software Setup, Licensing, Training, and Support

Burns & McDonnell will license, setup, and support ProCore® software throughout the duration of the construction. Our lump sum fee of fourteen thousand dollars (\$14,000) is to cover our direct costs associated with hosting the software. Our Project Controls team will host one (1) training for the Town and one (1) training for the Contractor on how to use the software. We expect that the software will be used for the following activities: material submittal submittals/approvals, document control, photo sharing, daily report sharing, keeping contractor redlines, and document revision control.

Task 1113 – ERO Support including Tribal Monitoring During Construction

Burns & McDonnell will contract the services of ERO to provide historical, cultural, and tribal monitoring support throughout the duration of the construction. The location of the construction

requires that Tribal monitoring be provided part of the time (during construction activities in pre-designated areas). Our fee is inclusive of ERO's work and costs to arrange, coordinate, and support the required Tribal Monitoring. Tribal fees (including travel, per-diems, and daily rates) will be paid to the Tribes directly by ERO. ERO will invoice Burns & McDonnell for the work, which will be passed through to the Town. For the purposes of this proposal, we have included thirty (30) days of tribal monitoring.

TASK 1200 SERIES - RESIDENT PROJECT REPRESENTATIVE AND START-UP SERVICES

Provide a part time Resident Project Representative as indicated below:

Task 1201 – Part-Time Resident Project Representative

Burns & McDonnell will provide a part-time Resident Project Representative to observe and record the construction progress and administer the contract in accordance with the project manual, specifications, and executed contracts. The resident project representative will be on site from construction start up through substantial completion, and then part time through final completion. These services are based on six (6) months of part time observation over the active construction period. For the purposes of our fee, we have assumed weekly field observations at thirty (30) hours per week. The resident project representative will:

- Administer the contract in accordance with the project manual, specifications, and executed contracts between the Contractor, Engineer, and Town.
- Provide on-site daily observation and record construction activities for general conformance to the contract documents.
- Examine and review delivered and on-site materials to make sure they conform to the approved submittals.
- Maintain a daily project diary documenting construction observations, construction installations, important conversations, site conditions, labor and equipment, field discrepancies, contractor safety, and other important job site circumstances. The resident project representative will prepare and submit daily construction reports to the Town on a weekly basis.
- Compile as-constructed quantities for each pay item.
- Provide construction photos to assist in documenting construction activities.
- See that the Contractor is coordinating their construction activities with Town's operations as needed.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Coordinate with Contractor and Owner regarding start-up, testing, and commissioning of the new waterline.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.
- Advise Project Engineer and Contractor immediately of any work requiring shop drawing review prior to work commencement.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.

- Verify and assist Contractor's communication with required agencies and utility providers to minimize conflict with project construction.
- Provide assistance to the contractor and the Town in coordinating with area business in regard to construction activities and water outages.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on at least a weekly basis to verify that the contractor is accurately documenting field changes to the work in a common set of drawings/specifications.

Task 1202 – Start-up Assistance:

This task includes assisting Town staff with the start-up and disinfection of the new waterlines and startup of the new pumps at Canyons Pump Station. Burns & McDonnell will provide technical support and observations to help coordinate and integrate startup of the new waterline and pumps.

TASK 1300 SERIES - CONFORMING TO CONSTRUCTION RECORDS

Task 1301 – Prepare and Furnish Conforming to Construction Records:

Following the construction of the waterline and pump station improvements, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Burns & McDonnell will prepare conforming to construction drawings from the Contractor and Resident Project Representative supplied redlines. A hard copy, pdf copy, and AutoCAD file of the information will be provided to the Town.

Task 1302 – Project Closeout:

This task includes provisions to close out the project documentation. This task will be conducted in the office and will include final coordination with the Contractors, receipt and review of lien releases, coordination of Final Completion, punch list items, final payment, record drawings, and other documents required by the contract documents for final completion and final payment. The fee provides eight (8) hours to include this project closeout work.

EXHIBIT 2

FEE SCHEDULE

Town of Castle Rock

Parker Midsection Waterline - Construction Phase Services

Work Breakdown Structure and Fee Schedule

Activity	Project Manager	Project Engineer 1	Project Engineer 2	Project Controls and ProCore Support	Resident Project Representative	CADD	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost
	Mike Lehrburger, PE	Kyle LeBrasse, PE Allen Greenlief, PE	Brett Holzapfel, EIT	Tyler Hess Katie Singson	Ben Hendricks	Victor Ponce					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost	
TASK SERIES 1100 - CONSTRUCTION ADMINISTRATION SERVICES											
1101 - Overall Project and Contract Administration	20	30	10	10	10		80	\$18,330	\$730		\$ 19,060
1102 - Preparation of Issued for Construction Documents (1)			4			4	8	\$1,500	\$560		\$ 2,060
1103 - Preconstruction Conference (2)	2	2	2		4		10	\$2,162	\$90		\$ 2,252
1104 - Construction Progress Meetings (2) (3)	24		24		24		72	\$15,360	\$610		\$ 15,970
1105 - Periodic Site Visits or Special Observations by PM or PE (4)	4	20	12				36	\$7,692	\$310		\$ 8,002
1106 - Recommendations (only) for Payment	2	2	6		6		16	\$3,244	\$130		\$ 3,374
1107 - Answer Contractors Questions Through written RFI Process	4	8	18				30	\$5,904	\$240		\$ 6,144
1108 - Submittal and Resubmittal Reviews (5)	4	40	96		10		150	\$28,366	\$1,130		\$ 29,496
1109 - Change Order Requests and Change Order Preparation for Owner Approval and Execution	1	6	4		4		15	\$3,157	\$130		\$ 3,287
1110 - Substantial Completion Inspection and Punch List		2	2		4		8	\$1,632	\$70		\$ 1,702
1111 - Final Completion Inspection and Punch List			2		2		4	\$750	\$30		\$ 780
1112 - ProCore Software Setup, Licensing, Training, and Support (6)			30	30			60	\$11,940	\$14,480		\$ 26,420
1113 - ERO Support including Tribal Monitoring During Construction (7)	2	2	4		2		10	\$2,076	\$80	\$29,150	\$ 31,306
Sub-Total Series 1100	63	112	214	40	66	4	499	\$102,113	\$18,590	\$29,150	\$149,853
TASK SERIES 1200 - RESIDENT PROJECT REPRESENTATIVE AND START-UP SERVICES											
1201 - Part-Time Resident Project Representative (8)					720		720	\$150,480	\$12,020		\$ 162,500
1202 - Start-up Assistance		2	2				4	\$796	\$30		\$ 826
Sub-Total Series 1200	0	2	2	0	720	0	724	\$151,276	\$12,050	\$0	\$163,326
TASK SERIES 1300 - CONFORMING TO CONSTRUCTION RECORDS											
1301 - Prepare and Furnish Conforming to Construction Records	2	2	4		6	50	64	\$13,362	\$530		\$ 13,892
1302 - Project Closeout				2	6		8	\$1,718	\$70		\$ 1,788
Sub-Total Series 1300	2	2	4	2	12	50	72	\$15,080	\$600	\$0	\$15,680
Project Subtotals	65	116	220	42	798	54	1,295	\$268,469	\$31,240	\$29,150	\$328,859
Project Total											\$328,859

Notes:

- Includes \$500 in expenses for hard copy printing of the IFC drawings.
- Includes preparation of meeting agenda and developing meeting minutes.
- Assumes weekly one (1) hour long progress meetings (on-site) for a 24 week construction period. Each attended by the RPR and project manager, and project engineer.
- Assumes one (1) 3-hour site visit (including travel) every-other week over an 24 week construction period.
- Assumes 60 submittals with 2 hours per submittal review for initial submittals and 1 hours for thirty (30) resubmittals.
- Our fee includes a \$14,000 lump sum cost to license and host the software. Our direct cost is 0.1% of the construction value which is estimated at approximately \$13.5M.
- ERO's pricing includes the cost for the on-site tribal monitoring. The monitoring costs (per-diems, travel, expenses, and daily rates) are included in our fee and includes monitoring for 30 days.
- For the purpose of this proposal we have assumed part time inspection services at 30 hours per week. The active construction duration is estimated at 24 weeks. This equates to 720 hours.
Mileage and field supplies at \$50/day = \$6000. Fee includes work observations, daily journal preparation, and contractor coordination.

Exclusions:

- Field Materials testing (backfill compaction, asphalt, concrete, etc.) will be the responsibility of the pipeline installation contractor.

EXHIBIT 3

RENEWAL OF TOWN OF CASTLE ROCK SERVICES AGREEMENT

(Click or tap here to enter text.)

DATE: _____.

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

CLICK OR TAP HERE TO ENTER TEXT., Click or tap here to enter text. (“Contractor”).

RECITALS:

A. The Town and Contractor are parties to the Town of Castle Rock Click or tap here to enter text. Agreement () dated Click or tap here to enter text. (“Agreement”) and attached as **Exhibit A**.

B. The term of the Agreement expires Click or tap here to enter text.. The parties wish to renew the Agreement under the same terms and conditions for an additional one-year term, expiring on Click or tap here to enter text..

C. The parties desire to amend the Agreement to incorporate a new rate/fee schedule for 20____, attached as **Exhibit B** and extend the term of the Agreement.

TERMS:

Section 1. Renewal of Agreement. The Agreement shall be renewed for an additional one-year term, expiring Click or tap here to enter text..

Section 2. Amendment. The rate and fee schedule attached as **Exhibit B** to this Renewal Agreement is incorporated herein and made a part of the Agreement.

Section 3. Amendment. The updated Certificate of Insurance for the Contractor/Consultant for 20__ is attached as **Exhibit C** to this Renewal Agreement is incorporated herein and made a part of the Agreement.

Section 4. Remaining Terms. All other terms and conditions set forth in the Agreement shall remain in full force and effect, including the rights to early termination.

[SIGNATURE BLOCK HERE]



EXHIBIT 4

CERTIFICATE OF INSURANCE