



**THIRD AMENDMENT TO TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project)**

DATE: July 31, 2026.

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

W.W. WHEELER & ASSOCIATES, INC., a Colorado corporation, 3700 S. Inca St., Englewood, Colorado 80110 (“Contractor”).

RECITALS:

- I. The Town and Contractor (collectively, the “Parties”) entered into the Town of Castle Rock Services Agreement (Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project) dated April 4, 2023 (the “Agreement”).
- II. The Parties thereafter entered into the First Amendment to the Agreement dated April 21, 2025 (“First Amendment”) and a Second Amendment to the Agreement dated September 16, 2025 (“Second Amendment”), to provide for an extension of time, increase the not-to-exceed payment amount, and expand the scope of Services.
- III. The Agreement, First Amendment, and Second Amendment are attached hereto as ***Exhibit A-3***.
- IV. The Parties desire to amend the Agreement to update the scope of Services and increase the not-to-exceed payment amount by the amount of \$87,400.00, as provided in the supplementary scope of Services and fee schedule attached as ***Exhibit B-3***, and to provide for an extension of time.
- V. The Town and Contractor wish to memorialize these changes in this Third Amendment to the Agreement (“Third Amendment”).

TERMS:

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

“**Section 1. Scope of Services.** Contractor shall provide construction support services as described in the attached ***Exhibit 1*** to the Agreement, ***Exhibit B-1*** to the First Amendment, ***Exhibit B-2*** to the Second Amendment, and ***Exhibit B-3*** to the Third Amendment (“Services”).”
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“**Section 2. Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit***



I to the Agreement, ***Exhibit B-1*** to the First Amendment, ***Exhibit B-2*** to the Second Amendment, and ***Exhibit B-3*** to the Third Amendment. The Town may withhold payment, in whole or in part, for the Services found by the Town to be deficient, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws and ordinances (“Disputed Services”). The Town shall not be required to pay for Disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall pay such invoices, whether in whole or in part, within thirty (30) days of receipt of such invoice. Notwithstanding any other provision in the Agreement or exhibits hereto, in no event shall total payment to Contractor under this Agreement for the Services exceed **\$2,686,476.00**, unless authorized in writing by execution of a written amendment to this Agreement.”

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

“**Section 3. Term; Completion; Termination.** Contractor shall commence the Services on April 15, 2023 and complete the Services by **February 28, 2027**. The term of this Agreement shall commence on April 15, 2023 and expire on February 28, 2027 (the “Term”). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. 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 Scope of Services and Fee Schedule.

Town shall have the right to terminate this Agreement at any time with thirty (30) days written notice to Contractor. The Town’s only obligation in the event of termination shall be payment of fees and expenses for Services accepted by the Town that were completed up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination. Termination shall not constitute a waiver of any claims the Town may have against Contractor.”

4. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor is attached as ***Exhibit C-3***.
5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.



ATTACHED EXHIBITS:

EXHIBIT A-3 – AGREEMENT, FIRST AMENDMENT, AND SECOND AMENDMENT

EXHIBIT B-3 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-3 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director, Castle Rock Water

CONTRACTOR:

W.W. WHEELER & ASSOCIATES, INC.

By: _____
(Signature)

Todd Street
(Print Name)

Its: Vice President
(Title)

EXHIBIT A-3

AGREEMENT, FIRST AMENDMENT, AND SECOND AMENDMENT

CON-2025-0464



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project)**

DATE: September 16, 2025

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

W.W. WHEELER & ASSOCIATES, INC., a Colorado corporation, 3700 S. Inca St., Englewood, Colorado 80110 (“Contractor”).

RECITALS:

- I. The Town and Contractor (collectively, the “Parties”) entered into the Town of Castle Rock Services Agreement (Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project) dated April 4, 2023 (the “Agreement”).
- II. The Parties entered into a First Amendment to the Agreement dated April 21, 2025 (“First Amendment”) to provide for an extension of time, increase the not-to-exceed payment amount, and expand the scope of Services.
- III. The Agreement and First Amendment are attached hereto as *Exhibit A-2*.
- IV. The Parties desire to amend the Agreement to update the scope of Services and increase the not-to-exceed payment amount by the amount of \$382,316.00, as provided in the supplementary scope of Services and fee schedule attached as *Exhibit B-2*.
- V. The Town and Contractor wish to memorialize these changes in this Second Amendment to the Agreement (“Second Amendment”).

TERMS:

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

“**Section 1. Scope of Services.** Contractor shall provide construction support services as described in the attached *Exhibit 1* to the Agreement, *Exhibit B-1* to the First Amendment, and *Exhibit B-2* to the Second Amendment (“Services”).”
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“**Section 2. Payment.** Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1* to the Agreement, *Exhibit B-1* to the First Amendment, and *Exhibit B-2* to the Second Amendment. The Town may withhold payment, in whole or in part, for the Services found by the Town to be deficient, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable

CON-2025-0464



federal, state, and local laws and ordinances (“disputed Services”). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall pay such invoices, whether in whole or in part, within thirty (30) days of receipt of such invoice. Notwithstanding any other provision in the Agreement or exhibits hereto, in no event shall total payment to Contractor under this Agreement for the Services exceed **\$2,599,076.00**, unless authorized in writing by the Town.”

3. **Certificate of Insurance.** An updated Certificate of Insurance for Contractor is attached as *Exhibit C-2*.

4. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

ATTACHED EXHIBITS:

EXHIBIT A-2 – AGREEMENT AND FIRST AMENDMENT

EXHIBIT B-2 – SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-2 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE

Attest:

DocuSigned by:
Lisa Anderson

298A8A4EDEE34AF
Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

DocuSigned by:
Jason Gray

A793B442F3A848A
Jason Gray, Mayor

Approved as to form:

Kaitlin Parker

4B1400493FA3464
Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Mark Marlowe

FEA6D2E651B241D
Mark Marlowe, Director, Castle Rock Water

CONTRACTOR:

W.W. WHEELER & ASSOCIATES, INC.

By: Todd Street
(Signature)

Todd Street, P.E.
(Print Name)

Its: Principal
(Title)

EXHIBIT A-2

AGREEMENT AND FIRST AMENDMENT

Previously Executed

CON-2025-0188



**FIRST AMENDMENT TO TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project)**

4/21/2025 | 11:45 AM MDT

DATE: _____

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

W.W. WHEELER & ASSOCIATES, INC., a Colorado corporation, 3700 S. Inca St., Englewood, Colorado 80110 ("Contractor").

RECITALS:

- I. The Town and Contractor are parties to the Town of Castle Rock Services Agreement (Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project) dated April 4, 2023 (the "Agreement"), which Agreement is attached hereto as **Exhibit A-1**. The Agreement was approved by the Town Council pursuant to Resolution No. 2023-051 (the "Resolution").
- II. The Parties desire to amend Sections 1, 2, and 3 of the Agreement to expand Contractor's scope of Services and increase the not-to-exceed payment amount by \$105,560.00, as provided in the supplementary scope of services and fee schedule attached as **Exhibit B-1**, and to provide for an extension of time.
- III. The Town and Contractor wish to memorialize these changes in this First Amendment to the Agreement ("First Amendment"). Per Section 1 of the Resolution, the Town Manager has the authority to approve these technical changes to the Agreement.

TERMS:

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

Section 1. Scope of Services. Contractor shall provide construction support services as described in the attached **Exhibit 1** to the Agreement and **Exhibit B-1** to the First Amendment ("Services")."
2. **Amendment.** Section 2 of the Agreement is amended to read as follows:

Section 2. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in **Exhibit 1** to the Agreement and **Exhibit B-1** to the First Amendment. The Town may withhold payment, in whole or in part, for the Services found by the Town to be deficient, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws and ordinances ("disputed Services"). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town

CON-2025-0188



shall pay such invoices, whether in whole or in part, within thirty (30) days of receipt of such invoice. Notwithstanding any other provision in the Agreement or exhibits hereto, in no event shall total payment to Contractor under this Agreement for the Services exceed **\$2,216,760.00**, unless authorized in writing by the Town."

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

"Section 3. Term; Completion; Termination. Contractor shall commence the Services on April 15, 2023 and complete the Services by **November 30, 2026**. The term of this Agreement shall commence on April 15, 2023 and expire on November 30, 2026 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Contractor shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. 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 Scope of Services and Fee Schedule.

Town shall have the right to terminate this Agreement at any time with thirty (30) days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses for Services accepted by the Town that were completed up to and including the effective date of termination. Contractor shall turn over all work product produced up to the date of termination. Termination shall not constitute a waiver of any claims the Town may have against Contractor.

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

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

ATTACHED EXHIBITS:

EXHIBIT A-1 – AGREEMENT

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

EXHIBIT C-1 – UPDATED CONTRACTOR CERTIFICATE OF INSURANCE

[SIGNATURE BLOCK TO FOLLOW]

CON-2025-0188



DS

ATTEST:

DocuSigned by:

Lisa Anderson

Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

Signed by:

David L. Corliss

David Corliss, Town Manager

Approved as to form:

Signed by:

Kaitlin Parker

Kaitlin Parker, Assistant Town Attorney

Approved as to content:

Signed by:

Mark Marlowe

Mark Marlowe, Director of Castle Rock Water

CONTRACTOR: W.W. WHEELER & ASSOCIATES, INC.

By: Todd Street
(Signature)

Digitally signed by Todd Street
Date: 2025.04.07 15:29:26
+06'00'

Todd Street
(Print Name)

Its: Principal
(Title)

Previously Executed

CON-2025-0188



EXHIBIT A-1

AGREEMENT

Previously Executed



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT**

(Castle Rock Reservoir No. 2 and Castle Rock Reservoir No. 1 Construction Project)

DATE: April 4, 2023

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

W.W. WHEELER & ASSOCIATES, INC., a Colorado Corporation, 3700 S. Inca Street, Englewood, Colorado 80110 ("Contractor").

RECITALS:

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

TERMS:

Section 1. Scope of Services. Contractor shall provide construction support services as described in the attached *Exhibit 1* ("Services").

Section 2. Payment. Contractor shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall payment exceed **\$2,111,200.00**, unless authorized in writing by Town.

Section 3. Completion. Contractor shall commence the Services on **April 15, 2023** and complete the Services by **April 15, 2025**. Contractor shall devote adequate resources to assure timely completion of the Services. Contractor shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 30 days written notice to Contractor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Contractor 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. Contractor may utilize subcontractors to assist with specialized works as necessary to complete the Services. Contractor 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 Contractor without the written consent of the Town.

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. Contractor agrees to procure and maintain, at his own cost, the following policy or policies of insurance. Contractor 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. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy with the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers 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 minimum 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. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor'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.

B. The policies required above, except Workers' Compensation insurance, Employers' Liability insurance and Professional Liability insurance shall be endorsed to include the Town, its officers and employees, as additional insureds. Every policy required above, except Workers' Compensation 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 Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by Contractor's insurance agent and submitted at the time of execution of this Agreement as *Exhibit 2* as evidence that policies providing the required coverage, conditions and minimum 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, 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 reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain policies providing the required coverage, conditions, and minimum 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 Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor 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. Contractor expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing 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 Contractor.



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 of the Essence. Time is 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.

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, the 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. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. In addition to the Affidavit, Contractor and the Town hereby represent that Contractor is an independent contractor for all purposes hereunder. Contractor represents and warrants 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, Contractor represents and warrants 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, Contractor 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. Contractor 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 Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 20. Counterparts. 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.

ATTEST:

DocuSigned by:

Robbie Schenker
1E8150539D7D47B...
Lisa Anderson, Town Clerk

DocuSigned by:



TOWN OF CASTLE ROCK

DocuSigned by:

Jason Gray
A7938A42...
Jason Gray, Mayor

Approved as to form:

DocuSigned by:

Lena McClelland
85345881EDA4FG...
Lena McClelland, Assistant Town Attorney

Approved as to content:

DocuSigned by:

Mark Marlowe
EEA6D2E651B2A1D...
Mark Marlowe, Director Castle Rock Water

CONTRACTOR:

W.W. WHEELER & ASSOCIATES, INC.

By: Todd Street (Todd Street)

Its: Principal



EXHIBIT 1

SERVICES AND FEE SCHEDULE

Previously Executed



W. W. WHEELER
& ASSOCIATES, INC.
Water Resources Engineers

WWW.WWHEELER.COM

March 22, 2023

Mr. Shantanu Tiwari
Castle Rock Water
175 Kellogg Court
Castle Rock, Colorado 80109

**Subject: Castle Rock Reservoir No. 2 Construction
Proposal for Engineering Services During Construction
Water Division 1, Water District 8, CRR2 Dam ID 080471**

Dear Mr. Tiwari,

W. W. Wheeler and Associates, Inc. (Wheeler) is providing this scope of work and fee estimate to the Town of Castle Rock (Town) for engineering services during construction of the Castle Rock Reservoir No. 2 (CRR2) and the subsequent expansion and rehabilitation of Castle Rock Reservoir No. 1 (CRR1). The project's purpose is to construct additional water storage at the Plum Creek Diversion Pump Station site. The additional storage will help meet the Town's water needs during high demand periods and reduce the Town's use of non-renewable Denver Basin Aquifer water. CRR2 is a new reservoir that will provide the Town with 782 acre-feet of new storage. CRR1 is an existing 240 acre-foot reservoir that will be expanded to approximately 585 acre-feet. The project will result in total on-site water storage of 1,367 acre-feet, which includes 1,127 acre-feet of new storage. The reservoirs are located on the same parcel in Sedalia, CO.

Wheeler has prepared construction documents for the project, including design drawings and technical specifications. The CRR2 design package was submitted to the Colorado Division of Water Resources, Office of the State Engineer Dam Safety Branch (SEO) for initial review on May 12, 2022. Initial CRR2 design review comments from the SEO were provided to Wheeler on September 6, 2022. Wheeler submitted an updated design package, addressing SEO review comments, on November 9, 2022. The SEO provided final approval in a letter dated December 12, 2022. The CRR1 design package was submitted to the SEO for separate review on March 12, 2023. CRR1 rehabilitation work will occur as the final phase of the project. We anticipate the package will be approved in advance of the final construction phase.

During the construction phase of the project, Wheeler will review contractor submittals, respond to contractor Requests for Information (RFI), provide on-site resident engineering, perform materials testing for soil, concrete, liner welds, and steel pipe welds, coordinate weekly construction meetings, review contractor payment applications, and provide progress reports to the Town and SEO. At project completion, Wheeler will prepare a final construction report, "as-built" record drawing set based on information provided by the contractor, and an updated Letter

Mr. Shantanu Tiwari
March 22, 2023
Page 2

of Map Revision (LOMR). Wheeler will provide the completion package to the SEO for review and obtain first-fill approval for the two reservoirs. We anticipate an as-built package will be required to obtain SEO storage approval following each of the three construction phases. The construction completion package will also include stage-storage-area documentation required by the Colorado Division of Water Resources for water rights administration.

Todd Street, P.E., CFM, is the project Engineer-of-Record and lead design engineer, and will also be Wheeler's Project Manager for the construction engineering phase of the project. Todd will be the primary point of contact for both the Town and the SEO.

Sean Moran, P.E. will be Wheeler's Project Engineer during construction. Sean has been heavily involved in design of both reservoirs and will be primarily responsible for submittal review and RFI response, as well as providing additional field support when needed.

Zane White, E.I. will be Wheeler's Resident Engineer for the project. Zane will be on-site full-time during construction activities and will be responsible for daily coordination with the contractor, Town, and materials testing firms. Zane will also prepare daily construction reports.

Jeff Blanchette, P.E. of SM&RC Structural Engineers, Inc. (SM&RC), the project structural design firm, will conduct periodic site inspections and provide consultation services during critical structural phases of the construction.

Ted Cookson of Logical Systems Inc. (LSI) was the electrical design engineer and will provide project observation and consultation during construction and commissioning of the electrical and controls systems.

Ron Beane of ERO Resources Corporation was the environmental engineer during the design of the project and will be available on an "as-needed" basis throughout construction to address potential environmental questions.

CMT Technical Services, Inc. (CMT) will provide a full-time, on-site technician to conduct soil and concrete materials testing services, in accordance with the specifications. CMT will also provide a Master Technician / Special Inspector on an as needed basis to complete steel pipe weld testing. Craig Vaughn, P.E. of CMT will be materials testing manager for the project. Laboratory testing will be completed in CMT's soils laboratory, located in Centennial, Colorado. TRI Environmental, Inc (TRI) will conduct destructive liner weld testing. Liner samples will be shipped to TRI's South Carolina laboratory for destructive seam weld testing.

Leak Location Services, Inc. (LLSI) will perform geomembrane leak location surveys for the reservoir lining system during each phase of liner installation.

Mr. Shantanu Tiwari
March 22, 2023
Page 3

Scope of Services

Task 1 – Pre-Construction Tasks

Prior to and throughout construction, Wheeler will work with the selected construction contractor to track and review construction submittals and provide written approval or comment for each. Wheeler will also track and provide written response to contractor RFIs. Response to both submittals and RFIs will be provided within one week of receipt. ERO will be available to review environmental questions that come up during pre-construction and construction activities.

Wheeler will also prepare and submit a plan for construction observation to the SEO. The construction observation plan is required by the SEO and must be provided at least 30 days prior to the start of construction. Additionally, Wheeler will coordinate and attend the required pre-construction meeting with representatives from the Town, contractor, and SEO. The pre-construction meeting should be scheduled after submittal of the construction observation plan, but no less than two weeks prior to the start of construction. This proposal assumes review of 84 submittals at three hours per submittal and review of 20 RFIs at four hours per RFI.

Deliverables: Written Response to Contractor's Submittals and RFIs
Construction Observation Plan

Fee Estimate: \$70,000

Task 2 –Reporting and Coordination

Wheeler will prepare daily and weekly construction progress reports detailing construction activities that have occurred during the given time period. CMT will also provide weekly materials testing reports including results of soil and concrete testing. The weekly materials testing reports will be incorporated into the comprehensive weekly construction progress reports, which are required by the SEO. The weekly construction progress reports will be reviewed by Wheeler's Engineer-of-Record and submitted to the Town and SEO. Under Task 3, Wheeler will also review contractor pay applications and make payment recommendations to the Town. General project support, coordination, and project management are included in this task.

Deliverables: Progress Reports
Pay Application Recommendations

Fee Estimate: \$133,900

Task 3 – Resident Engineering

Wheeler will provide full-time, on-site resident engineering construction observation services and engineering support during the construction project. The primary construction observation staff will include a full-time resident engineer and a full-time materials testing technician. Wheeler's Project Manager and Project Engineer will also conduct minimum weekly site visits, concurrent with weekly construction progress meetings, and will perform intermittent site visits coordinated

Mr. Shantanu Tiwari
March 22, 2023
Page 4

with critical phases of construction. Additionally, SM&RC and LSI will make site visits on an as-needed basis to observe the critical structural and electrical components of the project.

Wheeler will also provide materials testing services in accordance with the project specifications. Materials testing services will generally include the following:

- Soil moisture and compaction testing of embankment fill
- Air, slump, and compressive strength concrete testing
- Concrete reinforcement inspection
- Soils laboratory testing
- Steel pipe weld inspection and testing
- Destructive geomembrane liner seam weld testing
- Geomembrane leak location surveys for the reservoir lining system

Soil laboratory testing will be completed in CMT's Centennial, Colorado soils laboratory. The laboratory is capable of completing soils and concrete laboratory testing as required by the project specifications. The materials testing scope of work and testing frequency are based on quantities reported in the bid schedule and project specifications.

This scope of work assumes a 104-week-long construction schedule for the Project based on the construction schedule provided by the low-bidder. The provided fee estimate assumes five-day work weeks of ten-hour workdays and includes reimbursement for mileage between the Wheeler office and site, based on the published General Services Administration (GSA) per-diem rate. The scope of work assumes that full-time (55 hours per week) resident engineering will be provided for 92 weeks, and part-time resident engineering (40 hours per week) will be provided for 12 weeks. The scope assumes the Project Manager will spend ten hours per week on-site during full-time observation and four hours per week on-site during part-time observation. The scope of work assumes that the Project Engineer will spend 10 hours per week on-site during full-time observation and four hours per week on-site during part time observation. Weekly construction meetings are assumed to be concurrent with Wheeler site visits. Wheeler will coordinate site visits with SM&RC and LSI during critical structural and electrical phases of construction, and schedule LLSI for the geomembrane leak location surveys while the liner system is getting installed. Engineering subconsultant and materials testing fees are included in this Task.

Fees associated with this task are heavily dependent on the contractor's schedule. Wheeler has prepared this fee estimate based on the low-bidders construction schedule lasting 2-years and our best estimate of the construction period and the construction window. However, in the event construction duration varies from the assumed 104-week period, fees may be higher or lower than those presented in this scope of work, based on the actual construction duration.

Deliverables: Daily Construction Reports
Weekly Construction Meeting Minutes

Fee Estimate: \$1,806,200

Mr. Shantanu Tiwari
March 22, 2023
Page 5

Task 4 – Project Close-Out

Following completion of each construction phase, Wheeler will prepare documentation required by the SEO to gain storage approval. This approach is required to allow water storage in the interim phase of CRR2 and water storage in each completed reservoir. Within 60 days of the final inspection, Wheeler will submit an as-built package for each reservoir to the SEO for review. Documents and information that SEO requires includes the following:

- Written notification of project completion by Wheeler's Engineer-of-Record;
- As-built drawings stamped by Wheeler's Engineer-of-Record;
- A final construction report that meets SEO requirements;
- Location records for permanent monuments and instrumentation;
- An updated letter of map revision LOMR;
- Proposed initial filling plan and monitoring schedule; and
- Long-term instrumentation and monitoring plans.

Record Drawings will be completed based on red-line construction drawings and as-built survey information provided by the contractor. A stamped as-built drawing set will be provided to the SEO within 60 days of the final inspection.

The final construction reports will provide a summary of construction, challenges encountered and their resolution, a materials testing summary, geologic observations, and construction photos.

The proposed filling schedule will be developed in coordination with the Town to incorporate their current water availability and needs.

Deliverables: Record Drawings
Final Construction Report
Filling Plan
Instrumentation and Monitoring Plan
Updated LOMR

Fee Estimate: \$101,100

The anticipated fee associated with each task is provided in Table 1, and a complete work breakdown structure is attached to this proposal.

Mr. Shantanu Tiwari
 March 22, 2023
 Page 6

Table 1 – Fee Estimate Summary

Task		Fee Estimate
1	Pre-Construction Tasks	\$70,000
2	Reporting and Coordination	\$133,900
3	Resident Engineering	\$1,806,200
4	Project Close-Out	\$101,100
Total:		\$2,111,200

I. Time Required

Time required to complete each task will be dependent on the contractor's progress and schedule. Invoicing will be completed on a time and materials basis with a not-to-exceed amount of \$2,111,200. We will not exceed this amount without prior written approval from the Town. The above scope of work was prepared based on an estimated 104-week, five day per week construction schedule. In the event construction exceeds 104 weeks, or the contractor elects to work more than five days per week, Wheeler may request additional fees. Conversely, if the construction period is shorter than the assumed 104 weeks, Wheeler's fees will be reduced accordingly. This proposal will be honored for a period of 90 days.

We look forward to continuing our involvement with this project. Please call if you have any questions or concerns about the costs or services offered in this proposal.

Sincerely,

W.W. Wheeler and Associates, Inc.


 Todd S. Street, P.E., CFM

Attachment 1 - Work Breakdown Structure
Castle Rock Reservoirs - Construction Engineering Services

Level 1	Level 2	Level 3	Staff / Position / Rate										Sub Consultants	Wheeler Expenses	Fee Estimate	Rounded plus Contingency	
			GJM/SJL	TSS	AG	DTM	JC	AJ	ZW	SAA	MO						
			Review	PM	Geotech	Project Eng.	Civil	Civil	Resident Eng.	Draft	Review						
			Senior Project Engineer	Senior Engineer	Senior Engineer	Associate Engineer	Staff Engineer	Staff Engineer	Assistant Engineer	Draft/Drawings	Administrative Assistant						
			\$195.00	\$180.00	\$180.00	\$150.00	\$136.00	\$136.00	\$128.00	\$95.00	\$90.00		105.00%	Total	2.5%		
Engineering Services During Construction	1 Pre-Construction Tasks	1.1 Review Submittals (BA @ 3hrs)	4	40	16	40	80		40	16				\$37,500			
		1.2 RFI Response (20@4hrs)		16	8	56	8		12	16				\$55,128			
		1.3 Construction Obs Plan Document		2		2								\$2,124			
		1.4 Pre-Construction Meeting		8	8	12	8		12					\$7,132			
		1.5 (RQ) Environmental Review & Questions	4				4							\$4,410	\$6,094		
		Task Totals	4	70	32	110	100	0	74	20	0		\$4,410	\$0	\$48,234	\$70,000	
	2 Coordination and Reporting	2.1 Daily and Weekly Reports (104 weeks @ 2 hours)		48		80			80						\$30,400		
		2.2 Pay Application Review (24@6hrs)		48		48			48						\$72,696		
		2.3 General PM, Coordination, Misc. Meetings	40	120		120	120								\$63,720		
		2.4 Monthly Reporting to SLO (24 months @ 4 hours)		20		36			36		9				\$14,240		
		Task Totals	40	236	0	286	120	0	164	0	9	\$0	\$0	\$190,240	\$125,900		
	3 Construction Observation	3.1 Onsite Construction Observation (Includes weekly meeting)	12	968	40	568	710		5,540					\$20,200	\$1,137,428		
		3.2 SLO Design Change Orders		40	8	24				40					\$21,480		
		3.3 SLO Observation and Coordination		8		8									\$79,512		
		3.4 SLO Observation, Coordination		8		8									\$23,016		
		3.5 Soil / Concrete Testing, Review, and Coordination		36	12	36									\$400,272		
		3.6 Pipe Weld Testing, Review, and Coordination		4		16									\$14,344		
		3.7 Liner Testing, Leak Detection, Review, and Coordination		12		12									\$37,712		
		Task Totals	12	1,096	60	600	600	0	5,540	40	0	\$370,210	\$29,200	\$1,742,127	\$1,806,300		
	4 As-Built Drawings	4.1 Final Construction Report	16	120		200			120		8				\$58,080		
		4.2 Prepare As-Built Drawings	2	16		16			40						\$15,550		
		4.3 Prepare Final LOMR		20		20	20	120	160	64					\$24,920		
Total Hours			74	1,554	8	1,632	1,040	120	9,970	124	17		\$0	\$0	\$98,536	\$101,100	
Task Totals			58	1,544	0	1,614	20	120	160	64		\$0	\$0	\$98,536	\$101,100		
Cost Summary			\$14,430.00	\$380,440.00	\$144,470.00	\$244,800.00	\$141,640.00	\$16,320.00	\$728,340.00	\$11,780.00	\$1,530.00	\$374,629	\$29,200	\$2,059,477	\$2,111,200		

Notes:
1) Task totals are rounded up to nearest \$100 for proposal purposes
2) Actual hours billed per task may vary
3) 36 miles roundtrip between Wheeler office and Project site
4) Assume 24 month construction period, full time for 22 months (92 weeks), full time for 2 months (12 weeks)
5) Full day on site is 10 hrs., Saturdays are working days, time includes travel, 8hrs onsite/day for Resident Eng.

Staff Observation - Part Time / week	32
Todd Street	4
Sean Moran	4
Zane White	4
John Cox	24

Staff Observation - Full Time / week	92
Todd Street	10
Sean Moran	10
Zane White	55
John Cox	8



www.wheelerpc.com



EXHIBIT 2

CONTRACTOR'S CERTIFICATION OF INSURANCE

Previously Executed

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
8/01/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: den.certificate@usi.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Company	
		INSURER B: Hartford Ins Co of the Midwest	
		INSURER C: XL Specialty Insurance Company	
		INSURER D: Hartford Accident and Indemnity Co	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	34SBWDX4201	08/03/2022	08/03/2023	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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGZG2800	08/03/2022	08/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$10000	X	X	34SBWDX4201	08/03/2022	08/03/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	X	X	34WEGIN4524	08/03/2022	08/03/2023	☒ PER STATUTE ☐ 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
C	Professional Liability Claims Made			DPR9997035	08/03/2022	08/03/2023	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER Town of Castle Rock 175 Kellogg Court Castle Rock, CO 80109	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CON-2025-0188



EXHIBIT B-1

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

Previously Executed



W. W. WHEELER
& ASSOCIATES, INC.
Water Resources Engineers

WWW.WHEELER.COM

March 28, 2025

Josh Hansen
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

**Re: CRR1 and CRR2 Engineering Services During Construction,
Extension of Construction Observation and Materials Testing through April 2026**

Dear Mr. Hansen,

Per your request, W. W. Wheeler & Associates, Inc. (Wheeler) is pleased to provide this scope of work and fee estimate to the Town of Castle Rock (Town) for continuing engineering services during construction of Castle Rock Reservoir No. 2 (CRR2) and the subsequent expansion and rehabilitation of Castle Rock Reservoir No. 1 (CRR1). The overall scope of work is described in Wheeler's original proposal dated March 22, 2023 and has not changed substantially; however, the construction schedule has extended by approximately one year.

Wheeler's original proposal assumed a two-year construction period based on the schedule provided in the contractor's initial bid. Due to a variety of reasons, the construction schedule has extended from two years to approximately three years. The contractor's most recent schedule indicates a project completion date of April 13, 2026, with most work being completed prior to 2026. At the time Wheeler prepared our initial construction services proposal, construction completion was anticipated in approximately April 2025. As indicated in the original proposal, Wheeler has little control over the construction schedule. Engineering observation, and design engineer's involvement during construction, is required by the Colorado Division of Water Resources, Dam Safety Branch. The scope of work, tasks, and deliverables defined in Wheeler's original construction proposal will generally remain unchanged. However, the additional funding will allow Wheeler to continue providing construction observation and materials testing through April 2026.

As of March 1, 2025, Wheeler estimates approximately \$433,602 remaining in the original construction observation budget. We estimate that this funding will extend through June 2025 while reserving some budget for the required as-built documents, LOMR, and DWR dam safety submittals. Additionally, we understand that there is contingency funding of approximately \$105,560 available. We estimate that the additional contingency funding will allow Wheeler to extend construction observation for approximately 4-6 weeks beyond June 2025. We are requesting an additional \$440,740, in addition to the contingency funding of \$105,560, to continue construction observation services through April 2026. Fee estimates were developed using the

Josh Hansen, Castle Rock Water
 March 28, 2025
 Page 2

updated 2025-Wheeler rate schedule. A summary of current project funding and additional requests is provided in Tables 1 and 2.

Table 1
Engineering Services During Construction Funding Summary

Amount	Notes
\$2,111,200	Original Budget - Intended through April 2025
(\$1,667,598)	Budget spent through March 1, 2025
\$443,602	Remaining Budget as of March 1, 2025
\$105,560	Available Contingency from original budget
\$549,162	Total Remaining Funding for work through June 2025

Table 2
Engineering Services During Construction Funding Request

Amount	Notes
\$546,300	Estimate from July 2025 through April 2026
(\$105,560)	Available Contingency from 2023 budget
\$440,740	Total Additional Request

We look forward to continuing our involvement with this project. Please call if you have any questions or concerns about the costs or services offered in this proposal.

Sincerely,
W. W. Wheeler and Associates, Inc.


 Todd S. Street, P.E., CFM

Attachments: Work Breakdown Structure

Attachment 1 - Work Breakdown Structure
Castle Rock Reservoirs - Additional Wheeler Constructoin Observation Time

Level 1	Level 2	Level 3	Staff / Position / Rate								Sub Consultants	Wheeler Expenses	Fee Estimate	Rounded plus Contingency
			GM/SLJ	TSS	AG	STW	TH	ZW	SLA	MJ				
			Review	PM	Geotech	Project Eng.	Civil	Resident Eng.	Draft	Review				
			Senior Project Engineer	Senior Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Assistant Engineer	Chief/Draftsman	Administrative Assistant				
			\$113.00	\$197.00	\$197.00	\$164.00	\$133.00	\$166.00	\$111.00	\$96.00	100.00%		Total	2.5%
3	Construction Observation	3.1 Onsite Construction Observation (includes weekly meeting)		620		496	1,260	496	60			\$6,854	\$455,326	\$455,400
		3.2 SEO Design Change Orders											\$0	
		3.3 SMRC Observation and Coordination											\$0	
		3.4 LSI Observation, Coordination											\$0	
		3.5 Soil / Concrete Testing, Review, and Coordination									\$77,616		\$77,616	\$77,700
		3.6 Pipe-Weld Testing, Review, and Coordination											\$0	
		3.7 Liner Testing, Leak Detection, Review, and Coordination											\$0	
		Task Totals	0	620	0	496	1,260	496	60	0	\$77,616	\$6,854	\$132,942	\$146,300

- Notes:
- 1) Task totals are rounded up to nearest \$100 for proposal purposes
 - 2) Actual hours billed per task may vary
 - 3) 36 miles roundtrip between Wheeler office and Project site
 - 4) Assume 8 months (34 weeks) of additional constructoin obs time
 - 5) Change order fees based on 2025 Rates

CON-2025-0188



EXHIBIT C-1

UPDATED CONTRACTOR CERTIFICATE OF INSURANCE

Previously Executed

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500		CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: den.certificate@usi.com FAX (A/C, No):	
INSURED W. W. Wheeler & Associates, Inc. 3700 S. Inca Street Englewood, CO 80110		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Ins Co of the Midwest INSURER C: XL Specialty Insurance Company INSURER D: Hartford Accident and Indemnity Co INSURER E: INSURER F:	
		NAIC # 29424 37478 37885 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	34SBWDX4201	08/03/2024	08/03/2025	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 - COMPIOP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGZG2800	08/03/2024	08/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$10000	X	X	34SBWDX4201	08/03/2024	08/03/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	34WEGIN4524	08/03/2024	08/03/2025	☒ PER STATUTE ☐ 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
C	Professional Liability Claims Made			DPR5032519	08/03/2024	08/03/2025	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock 175 Kellogg Court 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 

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Previously Executed

EXHIBIT B-2

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE

Previously Executed



August 19, 2025

Josh Hansen and Emily Huth
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

**Re: CRR1 and CRR2 Engineering Services During Construction,
Extension of Construction Observation and Materials Testing through April 2026**

Dear Mr. Hansen and Ms. Huth,

Per your request, W. W. Wheeler & Associates, Inc. (Wheeler) is pleased to provide this scope of work and fee estimate to the Town of Castle Rock (Town) for continuing engineering services during construction of Castle Rock Reservoir No. 2 (CRR2) and the expansion of Castle Rock Reservoir No. 1 (CRR1). The overall scope of work is described in Wheeler's original proposal dated March 22, 2023 and has not changed substantially. The original project was scheduled for completion in May 2025. The construction schedule, however, has been extended by approximately eleven months, and completion is now anticipated in April 2026.

Wheeler's original proposal assumed a two-year construction period based on the schedule provided in the contractor's initial bid. Due to a variety of reasons, the construction schedule was extended. The contractor's most recent schedule, dated July 22, 2025, indicates project completion in March 2026, with most work being completed prior to 2026. We anticipate some minor punch list work will continue into April 2026. At the time Wheeler prepared our initial construction services proposal, construction completion was anticipated in approximately May 2025. As indicated in the original proposal, Wheeler has little control over the construction schedule. Engineering observation, materials testing, and the design engineer's involvement during construction is required by the Colorado Division of Water Resources, Dam Safety Branch. The scope of work, tasks, and deliverables defined in Wheeler's original construction proposal will generally remain unchanged. However, the additional funding will allow Wheeler to continue providing construction observation and materials testing through March 2026.

The Town has also requested that Wheeler provide post-construction support for the dam and reservoir. This task was not included in Wheeler's original Construction Engineering Services proposal. Wheeler will provide weekly dam safety and instrumentation monitoring at CRR1 and CRR2, for a period of three months following construction. We anticipate this time will be sufficient to achieve the "First Fill" of both reservoirs, after which monitoring and reporting requirements, outlined by the DWR, will be reduced. During this period, Wheeler will also evaluate anomalies or unanticipated conditions that occur at the dam. Following the three-month period, Wheeler will prepare instrumentation data and plots for submittal to the DWR Dam Safety Office. Wheeler also will provide Castle Rock Water staff with monitoring forms, on-site guidance, and support for long-term instrumentation monitoring and reporting and dam safety inspections.

In anticipation of the extended construction schedule, the remaining project contingency of \$105,560 was applied to the engineering services project budget in April 2025. The remaining

contingency funds generally supplemented the construction engineering services budget through June and July 2025. As of August 1, 2025, the remaining project budget for engineering services was \$203,900. A substantial amount of the remaining budget will be required for as-built documentation, a Letter of Map Revision (LOMR) for submittal to FEMA, and dam safety submittals to the DWR.

Wheeler's fee estimate for additional construction observation time was developed on a monthly basis for August 2025 through April 2026. A summary of key tasks from the July construction schedule and Wheeler's anticipated level of onsite involvement for each additional month is presented in Table 1. Hourly assumptions for a full-time month of observation were scaled to the anticipated level of effort for each month. To simplify the estimate, all months were assumed to be four weeks or 28 working days. A summary of the additional construction observation hours is presented in the work breakdown structure, included as Attachment 1. This approach will preserve the existing budget for project closeout.

Table 1: Key Construction Activities and Anticipated Observation Effort

Month	Key Construction Activities	Wheeler Effort
Aug-25	Riprap, Bedrock Removal, Fill Structure, Encasement, and steel pipe	100%
Sep-25	Liner, Anchor Curb, Discharge Structure, Gate Houses	100%
Oct-25	Liner, Anchor Curb, Gate Houses	100%
Nov-25	Liner, Fill CRR2 Phase 2, Conduit Banks, Gate Houses	100%
Dec-25	EI&C, Conduit Banks	50%
Jan-26	EI&C, Dam Safety Instrumentation, Fill CRR1	75%
Feb-26	Reclamation and Cleanup	25%
Mar-26	Reclamation and Punchlist Items	50%
Apr-26	Punchlist Items and Project Closeout	25%

CMT, Wheeler's materials testing subconsultant, is also impacted by the extended schedule. We have assumed CMT will be required approximately half time for the months of August, September, and October, with minimal involvement after October. Apart from CMT, the construction observation budget for Wheeler subconsultants will generally be sufficient to complete the project.

Wheeler is requesting an additional \$382,316 to provide construction observation of CRR1 and CRR2 construction through March of 2026. The current remaining budget of \$203,900 is generally sufficient to fund subconsultants and prepare as-built documentation, it was not considered in the Table 2 Additional Engineering Services Funding Summary. This approach preserves the existing project budget for subconsultants whose services are not schedule dependent and for preparation of as built documentation. Table 2 presents a summary of the additional observation funding and the total funding request.

Table 2: Additional Engineering Services Funding Summary

Amount	Notes
\$73,976	Additional Observation - July 2025 (Invoiced)
\$380,000	Additional Observation - August 2025 through April 2025
\$33,900	Post Construction Support
\$487,876	Total Additional Funding
(\$105,560)	Applied Contingency Funding
\$382,316	Additional Funding Request

We look forward to continuing our involvement with this project. Please call if you have any questions or concerns about the costs or services described in this proposal.

Sincerely,

W. W. Wheeler & Associates, Inc.



Todd S. Street, P.E., CFM

Attachment 1: Work Breakdown Structure

Previously Executed

Level 1	Level 2	Staff / Position / Rate					Wheeler Expenses	Subconsultant Fees	Fee Estimate	Rounded plus Contingency
		TSS	STM	ZW	TH	SAA				
		PM	Project Eng.	Civil	Resident Eng.	Draft				
		Senior Engineer	Associate Engineer	Assistant Engineer	Assistant Engineer	Civil/Draftsman			Sub Total	5.0%
		\$197.00	\$164.00	\$148.00	\$133.00	\$113.00				
Task 3 - Construction Observation	3.1 Full Time Observation (4 Months - Aug, Sep, Oct, Nov)	256	320	96	640	32	\$3,024	\$37,500	\$246,316	\$258,700
	3.2 75% Observation (1 Month - January)	48	48	18	190	6	\$567	\$0	\$37,185	\$39,100
	3.3 50% Observation (2 Months - Dec, Mar)	64	80	24	160	8	\$756	\$0	\$52,204	\$54,900
	3.4 25% Observation (2 Months - Feb, Apr)	32	40	12	80	4	\$189	\$0	\$25,913	\$27,300
	Task Totals	400	488	150	2000	50	\$4,536	\$37,500	\$361,618	\$380,000
Task 6 - Post Construction Support	6.1 SCD Coordination and Reporting	24	40		24		\$0	\$0	\$14,480	\$15,300
	6.2 Instrumentation & Dam Monitoring (3 Months, weekly visits)	8	8		72				\$12,464	\$13,100
	6.2 CR Operations Monitoring Support	2	16		16				\$5,146	\$5,500
	Task Totals	34	64	0	112	0	\$0	\$0	\$32,090	\$33,900
	Total Hours	434	552	150	2,112	50				
	Cost Summary	\$85,498.00	\$90,528.00	\$22,200.00	\$280,896.00	\$5,550.00	\$4,536	\$37,500	\$393,708	\$413,900

- Notes:
- 1) Task totals are rounded up to nearest \$100 for proposal purposes
 - 2) Actual hours billed per task may vary
 - 3) 36 miles roundtrip between Wheeler office and Project site
 - 4) Assume 8 months (34 weeks) of additional construction obs time
 - 5) Change order fees based on 2025 Rates
 - 6) Conduit bank will not require testing
 - 7) Curb concrete will be tested

Full Month Staffing Summary

Staff	hrs/week	hrs/month
Todd Street	16	64
Sean Moran	20	80
Zane White	6	24
Tom Haines	40	160
Scott Albani	2	8

EXHIBIT C-2

CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE

Previously Executed

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500		CONTACT NAME: Jenifer Clemens PHONE (A/C, No, Ext): 800 873-8500 E-MAIL: jenifer.clemens@usi.com ADDRESS:		FAX (A/C, No):
INSURED W. W. Wheeler & Associates, Inc. 3700 S. Inca Street Englewood, CO 80110		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Casualty Insurance Company		29424
		INSURER B : Hartford Ins Co of the Midwest		37478
		INSURER C : XL Specialty Insurance Company		37885
		INSURER D : Hartford Accident and Indemnity Co		22357
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	34SBWDX4201	08/03/2025	08/03/2026	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 - COMPIOP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGZG2800	08/03/2025	08/03/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$10000	X	X	34SBWDX4201	08/03/2025	08/03/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		34WEGIN4524	08/03/2025	08/03/2026	☒ PER STATUTE ☐ 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
C	Professional Liability Claims Made			DPR5046646	08/03/2025	08/03/2026	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock 175 Kellogg Court 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 

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Additional Insured - Town of Castle Rock

Previously Executed

EXHIBIT B-3

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE



June 24, 2026

Josh Hansen and Emily Huth
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

**Re: CRR1 and CRR2 Engineering Services During Construction,
Extension of Construction Observation and Engineering Support**

Dear Mr. Hansen and Ms. Huth,

Per your request, W. W. Wheeler & Associates, Inc. (Wheeler) is pleased to provide this scope of work and fee estimate to the Town of Castle Rock (Town) to continue our engineering services during construction of Castle Rock Reservoir No. 2 (CRR2) and the expansion of Castle Rock Reservoir No. 1 (CRR1). The overall scope of work is described in Wheeler's original proposal dated March 22, 2023, and has not changed substantially. The original project was scheduled for completion in May 2025, and then extended through April 2026. Wheeler's fees for the initial extension were addressed in the extension request dated August 19, 2025. The construction schedule, however, has again been extended by approximately three months, and completion is now anticipated in July 2026. This letter requests additional fees to continue providing engineering support during construction and to complete Wheeler's post construction scope of work.

The extended construction schedule is primarily due to electrical and controls installation challenges, requiring additional time from both Wheeler and LSI. Several cathodic protection issues were also identified during the final cathodic protection testing. These issues have required additional effort from Qualcorr to evaluate and develop mitigation measures. Additional budget for both LSI and Qualcorr is included in Wheeler's request.

Wheeler has also completed several out-of-scope items throughout construction to keep the project moving forward. The largest of these items was a subsurface investigation of the adjacent parcel west of the site. Wheeler provided the Town with a proposal for the additional work on May 5, 2023; however, the project budget was not increased at that time. The project has also required substantially more sub-contractor oversight than initially anticipated from Wheeler.

The schedule overrun has exhausted Wheeler's Construction Engineering Services budget. As of Wheeler's May 2026 project invoice, we have approximately \$13,204 remaining in the project budget. We do not anticipate this will be enough to cover construction observation and coordination through the end of June. Construction is nearly complete; however, there are several post construction scope items for which Wheeler is responsible. These items include gate and valve commissioning, as-built project documentation and final construction report, Letter of Map Revision for submittal to FEMA, and facility training for the Town. The fee estimate presented below also includes fees for subconsultants Qualcorr and LSI to continue their work on site. The additional funding requested will allow Wheeler to continue providing construction support through approximately July 10 and to complete post construction tasks.

In addition to the existing tasks, the Town has requested that Wheeler coordinate a facility orientation with Castle Rock staff. We anticipate the facility orientation will consist of a classroom type presentation to review major facility components as well as operations and maintenance procedures. Time to prepare and present the facility orientation is included as a separate task in the extension fee estimate.

Wheeler's fee estimate for additional construction observation time and post construction tasks is presented by task below. Hourly assumptions for general engineering support, including weekly meetings, submittal review, and general coordination are 10 hours per week for each of the three key staff members. The scope of work below assumes construction support will continue through July 10, 2026 (including time for June), and post construction tasks will be completed by September 10, 2026. A summary of the hours is presented in the work breakdown structure, included as Attachment 1. This approach will restore the budget for project closeout.

Table 1: Additional Engineering Services Funding Summary

Task	Fee Estimate
Construction Observation and Coordination	\$31,400
Final Walkthrough and Follow up	\$4,700
Gate and Valve Commissioning	\$3,400
Additional Cathodic Protection Testing	\$5,000
Instrumentation and Dam Safety Monitoring and Training	\$3,500
Facility Orientation Presentation	\$4,900
Complete As-built Package and Final Construction Report	\$18,600
Letter Of Map Revision (Floodplain Permitting)	\$16,400
Total:	\$87,400

Wheeler is requesting an additional \$87,400 to provide construction engineering support through July 10, 2026, and to complete the post construction tasks described above. A complete work breakdown structure, showing hourly estimates and billing rates, is attached to this letter.

We look forward to continuing our involvement with the CRR1 and CRR2 projects. Please call me if you would like more information regarding Wheeler's proposed scope of work.

Sincerely,

W. W. Wheeler & Associates, Inc.



Todd S. Street, P.E., CFM

Attachment 1: Work Breakdown Structure

Work Breakdown Structure - Castle Rock Reservoirs 1 & 2

1	Level 1	Level 2	TSS	STM	RUL	TH	JH	SAA	MJ	Sub Consultants (LSI & Qualcorr)	Wheeler Expenses	Fee Estimate	Rounded plus Contingency
			PM	Project Eng.	Hydraulics	Civil	Civil	Drafting	Review				
			Senior Engineer	Associate Engineer	Associate Engineer	Staff Engineer	Staff Engineer	Cadd/Draftsman	Administrative Assistant			Total	2.5%
			\$203.00	\$169.00	\$169.00	\$137.00	\$113.00	\$114.00	\$113.00	105.00%			
		1.1	60	60		60						\$30,540	\$31,400
		1.2	6	4		8				\$1,500		\$4,490	\$4,700
		1.3		4		8				\$1,500		\$3,272	\$3,400
		1.4	2	4		8				\$2,625		\$4,803	\$5,000
		1.5	4			12	8					\$3,360	\$3,500
		1.6	4	12		12			2			\$4,710	\$4,900
		1.7	12	12		60	16	24	8			\$18,132	\$18,600
		1.8	12		80							\$15,956	\$16,400
		Task Totals	100	96	80	168	24	24	10	\$5,625	\$0	\$85,263	\$87,400



EXHIBIT C-3

CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2025

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

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PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: Jenifer Clemens PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: jenifer.clemens@usi.com														
INSURED W. W. Wheeler & Associates, Inc. 3700 S. Inca Street Englewood, CO 80110	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Hartford Casualty Insurance Company</td> <td data-bbox="1433 453 1572 485">29424</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Hartford Ins Co of the Midwest</td> <td data-bbox="1433 485 1572 516">37478</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : XL Specialty Insurance Company</td> <td data-bbox="1433 516 1572 548">37885</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D : Hartford Accident and Indemnity Co</td> <td data-bbox="1433 548 1572 579">22357</td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Ins Co of the Midwest	37478	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Hartford Accident and Indemnity Co	22357	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	34SBWDX4201	08/03/2025	08/03/2026	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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UEGZG2800	08/03/2025	08/03/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000	X	X	34SBWDX4201	08/03/2025	08/03/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGIN4524	08/03/2025	08/03/2026	☒ PER STATUTE ☐ 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
C	Professional Liability Claims Made			DPR5046646	08/03/2025	08/03/2026	\$2,000,000 per claim \$2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock, Attn. Castle Rock Water Department 100 N. Wilcox Street Castle Rock, CO 80104	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Additional Insured - Town of Castle Rock