



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(East Plum Creek Reach 5 Phase II Stabilization Supplemental Design, Bidding and
Construction Services – Castle Rock Water)**

THIS SECOND AMENDMENT TO TOWN OF CASTLE ROCK SERVICES AGREEMENT (the “Second Amendment”) is made and entered into this 7th day of JUNE, 2026 by and between **OLSSON, INC.**, a Nebraska corporation, whose principal office address is 601 P. Street, Suite 200, Lincoln, Nebraska 68508 (“Consultant”), and the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 North Wilcox Street, Castle Rock, Colorado 80104 (the “Town”) (collectively, the Town and Consultant are referred to as the “Parties” and each party may be referred to individually as a “Party”).

RECITALS:

- I. The Parties entered into the Town of Castle Rock Services Agreement (East Plum Creek Reach 5 Phase II Stabilization Supplemental Design, Bidding and Construction Services) dated September 19, 2022 and the First Amendment thereto dated December 1, 2023 (collectively, the “Agreement”), attached hereto as *Exhibit A-2*. The Parties expressly agree to reinstate the Agreement and to incorporate all terms stated in the Agreement herein, subject to the changes set forth herein.
- II. The Parties desire to amend the Agreement to extend the Term, update the scope of services and fee schedule, and increase the not-to-exceed payment amount.
- III. The Parties wish to memorialize these changes in this Second Amendment. The Parties agree that there are no other changes being made to the Agreement in this Second Amendment other than as set forth below.

TERMS:

1. **Effective Date.** The Second Amendment is effective as of the date stated in the preamble contained herein (the “Effective Date”).
2. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits to the Second Amendment are hereby incorporated herein. The Parties expressly agree that the Agreement attached as *Exhibit A-2* is incorporated into this Second Amendment in its entirety, unless otherwise amended as stated herein.
3. **Amendment.** Section 1 of the Agreement is amended to read as follows:
 - “1. **Scope of Services.** Consultant shall perform all of the services as set forth on *Exhibit 1* to the Agreement, *Exhibit B-1* to the First Amendment, and *Exhibit B-2* to the Second Amendment (“Services”).”
4. **Amendment.** Section 2 of the Agreement is amended to read as follows:



“2. **Payment.** Consultant shall invoice Town upon completion of the Services rendered in accordance with the rates and fee schedule as 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 defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations (“disputed Services”). The Town shall not be required to pay for disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total, cumulative payment to Consultant for the Services rendered under this Agreement exceed **\$292,781.50**, unless authorized in writing by Town.”

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

“3. **Term.** The Parties agree to extend the term of this Agreement from the original commencement date to an expiration date of **June 1, 2027** (the “Term”) under the same terms and conditions of the Agreement, unless otherwise amended. The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section and/or incorporating an updated rate and fee schedule should the Parties elect to extend the Term of the Agreement. Consultant shall devote adequate resources to assure timely completion of the Services. 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.

Town shall have the right to terminate this Agreement at any time with thirty (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.”

6. **Certificate of Insurance.** An updated Certificate of Insurance for Consultant is attached as *Exhibit C-2*.

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

ATTACHED EXHIBITS:

EXHIBIT A-2 – AGREEMENT

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

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



To evidence their assent to this Second Amendment and its exhibits, the Parties hereby execute and deliver this Second Amendment as of the Effective Date.

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 of Castle Rock Water

CONSULTANT – OLSSON, INC.:

By: Deb Ahlwin
(Signature)

Deb Ohlinger
(Print Name)

Its: Group Leader
(Title)



EXHIBIT A-2
AGREEMENT



**FIRST AMENDMENT TO AGREEMENT
(East Plum Creek Reach 5 Phase II Stabilization Supplemental Design, Bidding and
Construction Services - Water)**

12/1/2023 | 11:40 PM MST

DATE: _____

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

OLSSON, INC., a Nebraska corporation, 1525 Raleigh Street, Suite 400, Denver, Colorado 80204 (“Consultant”).

RECITALS:

- I. The Town and Consultant entered into a Town of Castle Rock Services Agreement on September 19, 2022 (the “Agreement”), to provide permitting, bid, and construction-related services for the East Plum Creek Reach 5 Phase II project as set forth in the Agreement, and attached hereto as *Exhibit A-1*.
- II. The parties desire to amend the Agreement to extend the term; increase payment to Consultant; and update the scope of work and fee schedule.
- III. The Town and Consultant wish to memorialize these changes in this First Amendment to Agreement (“First Amendment”).

TERMS:

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

“ **Section 1. Scope of Services.** Consultant shall provide engineering design services in accordance with the scope of services attached as *Exhibit 1* to the Agreement, as well as the scope of services attached as *Exhibit B-1* to the First Amendment (“Services”). ”
- 2. **Amendment.** Section 2 of the Agreement is amended to read as follows:

“ **Section 2. Payment.** Consultant shall invoice Town upon completion of the Services rendered in accordance with the rate and fee schedule identified in *Exhibit B-1* to the First Amendment. The Town shall pay such invoices within thirty (30) days of receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$231,804.00 unless authorized in writing by Town. ”
- 3. **Amendment.** Section 3 of the Agreement is amended to read as follows:

“ **Section 3. Term.** The Parties agree to extend the term of the Agreement by two (2) years with an expiration date of December 31, 2025. Consultant shall devote adequate resources to assure timely completion of the Services. Consultant shall perform the Services under this Agreement using a

CON-2023-0894



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 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."

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

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

ATTACHED EXHIBITS:

EXHIBIT A-1 – AGREEMENT

EXHIBIT B-1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT C-1 – CONSULTANT'S CERTIFICATE OF INSURANCE

DS

ATTEST:

DocuSigned by:

Lisa Anderson

Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK

DocuSigned by:

David L. Corliss

David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:

Sarah Jean Rodger

Sarah Jean Rodger, Assistant Town Attorney

Approved as to content:

DocuSigned by:

Mark Marlowe

Mark Marlowe, Director, Castle Rock Water

CONSULTANT:

OLSSON, INC.

By:

Debra L. Ohlinger

Digitally signed by Debra L. Ohlinger
DN: C=US, E=dohlinger@olsson.com,
O=Olsson, CN=Debra L. Ohlinger
Date: 2023.11.22 11:26:31 -07'00'

Its:

Water Team Leader

CON-2023-0894



EXHIBIT A-1

AGREEMENT

Previously Executed



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(East Plum Creek Reach 5 Phase II Stabilization Supplemental Design, Bidding and
Construction Services)**

DATE: 9/19/2022 | 11:04 AM MDT

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

OLSSON, INC., a Nebraska corporation, 1525 Raleigh Street, Suite 400, Denver, Colorado 80204 (“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 design 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 1*. The Town shall pay such invoices within 30 days receipt of such invoice. In no event shall the cumulative payment to Consultant exceed \$134,610.00, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services on June 1, 2022 and complete the Services December 31, 2023. Consultant shall devote adequate resources to assure 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.

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 Consultant 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. 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 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 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 minimum limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

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 an additional insured. Every policy required above, except Workers' Compensation 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 Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely 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 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 Consultant 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 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 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 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 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, 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 represent that Consultant is an independent contractor for all purposes hereunder. Consultant 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, Consultant 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, 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.

ATTEST:

TOWN OF CASTLE ROCK

DocuSigned by:

Lisa Anderson

Lisa Anderson, Town Clerk

DS



DocuSigned by:

David L. Corliss

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

DocuSigned by:

Michael J. Hyman

Michael J. Hyman, Town Attorney

DocuSigned by:

Mark Marlowe

Mark Marlowe, Director Castle Rock Water

CONSULTANT:

OLSSON, INC.

By:

Deb Ohlinger

Its:

Senior Engineer



EXHIBIT 1

SERVICES AND FEE SCHEDULE

Consultant shall provide permitting, bid and construction-related services for East Plum Creek Reach 5 Phase II, including an as-built survey, a letter of map revision, and support of the new trailhead parking lot. More specifically, Consultant shall provide the Services as described in *Exhibit 1-A*.

Previously Executed

EXHIBIT 1-A

February 3, 2022

Ms. Barbara Horton
Stormwater Project Manager
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

RE: Proposal to Provide Bid and Construction-related Services for East Plum Creek Reach 5 Phase II

Dear Barbara:

This letter presents Olsson's proposal to the Town of Castle Rock (Town) to complete permitting, bid and construction-related services for East Plum Creek Reach 5 Phase II, including an as-built survey, a letter of map revision (LOMR), and support of the new trailhead parking lot. Following is a more detailed scope of services.

1. Project Coordination and Management
 - a. General project coordination
 - b. Schedule, budget, and status report updates
2. Permitting

New guidance has been received from the U.S. Fish & Wildlife Service regarding the permitting for Reach 5 Phase II. In addition, finalization of the Colorado Stream Quantification Tool (CSQT) after the previous scope of services was completed and the amendment executed resulted in changed requirements and additional effort. Unanticipated efforts included additional meetings in the field to discuss the different requirements of the CSQT Final Version 1.0 versus the previously available beta version and the U.S. Army Corps of Engineers requirements for identifying bankfull channel indicators. Additional consultation has been required. Details of the approach proposed by the design team must be documented and approved by the regulatory agencies. The newer version of CSQT differ from the previous version and the overall effort is greater. It is possible the requirements could change again.

- a. CORVUS Environmental Consulting will provide the services detailed in their proposal dated January 26, 2022 in order to complete the permitting for the project. Some of the services were completed and are in excess of the original budget, while others are yet to be completed. The services are detailed as Tasks 1-4 and Task 7 plus reimbursables as noted on their proposal, which is included as Attachment A.
- b. In addition to the services provided by CORVUS, supplemental services were required by Olsson to complete the information needed for the CSQT. The parameters Olsson will obtain are listed in Table 1 of CORVUS' scope. Olsson's services consisted of the following:
 - i. Site visit to collect additional parameters. Developed and compiled information from the HEC-RAS model, survey, LiDAR, and other sources and fill out spreadsheets and complete documentation. Coordination and QA/QC. Addressed comments. This time is in excess of that estimated

under the previous amendment. It should be noted that Olsson's estimated time to complete the CSQT was more than requested in the last amendment in hopes that it could be absorbed by other tasks in the project, but it cannot.

- ii. Address comments or provide revised information as described under CORVUS' Task 4.

3. Trailhead Parking Lot Related Services

- a. Olsson prepared hydrology and analyzed the water quality pond adjacent to the trailhead to determine whether it could be used to satisfy water quality requirements. It was thought that this effort could be absorbed into the overall project budget. Now that the end of the design is near, this budget will be needed to address comments from Castle Rock on the final design documents.
- b. To finish the trailhead parking lot services, Olsson will document the hydrologic, analysis of impervious area, and water quality requirements and storage in a memorandum that will become an amendment to the area's drainage report. The 20% impervious of the overall site will be determined to ensure the water quality exemption is met.

4. Water Quality Pond Investigation

Early in the project, Olsson evaluated the use of existing settling ponds for water quality. It was thought that this effort could be absorbed into the overall project budget. Now that the end of the design is near, this budget will be needed to address comments from Castle Rock on the final design documents.

5. Bid and Construction-Related Services

- a. Olsson will provide the services listed in Attachment B, provided by the Town and modified by Olsson.
- b. Due to the importance of the revegetation for compliance with habitat conservation plans and mitigation, CORVUS was requested to provide a scope of services to assist with the revegetation efforts to maximize the likelihood of successful revegetation of the project footprint with an emphasis on PMJM habitat. The services are detailed as Task 5 in their proposal. 80% of the mileage was assumed to belong in Tasks 5 and 6.

A limited amount of post-construction monitoring is included in CORVUS' scope as Task 6. None has been included in Olsson's scope. Additional services may be required in the future and will be determined when construction is complete or nearing completion, based on the current regulations at that time.

- c. Stream was requested to provide a scope to assist with construction and revegetation. Services would include the following: assist with bidding and addenda; up to 5 progress meetings; up to 5 field visits and reports; review submittals; respond to RFIs, and project coordination.

6. LOMR. Prepare a LOMR and submit to FEMA.

- a. Duplicate effective model
- b. Existing/corrected effective model
- c. Existing floodplain delineation, 100-yr & 500-yr
- d. Post-project floodplain model

- e. Post-project floodway model
 - f. Post-project floodplain delineation, 100-yr & 500-yr
 - g. Post-project floodway delineation
 - h. Base flood elevations
 - i. Workmap
 - j. Annotated FIRM
 - k. Annotated profile
 - l. Annotated floodway table
 - m. Agreement table
 - n. Floodplain and floodway table
 - o. LOMR narrative
 - p. MT-2 forms
 - q. Owner notification letters and exhibit
 - r. QA/QC
 - s. Address one set of sponsor comments
 - t. Address one set of FEMA comments
 - u. FEMA review fee of \$8,000 for an electronic submittal is included.
7. The remaining unbilled budget from the design project totals \$2860.04. It is requested that \$2860 is moved to the amendment.

A breakdown of Olsson's proposed services is detailed in Attachment C. If you have questions or need additional information, please contact me at 303-237-2072 or dohlinger@olsson.com.

Sincerely,



Deb Ohlinger, PE, CFM
Project Manager

Previously Executed

ATTACHMENT A

Statement of Work for Final 404 Permitting,
Construction Oversight, and Monitoring for the East
Plum Creek Reach 5 Phase II Stabilization Project

January 26, 2022

Presented to:

Olsson
1525 Raleigh Street, Suite 400
Denver, CO 80204

Prepared by:



CORVUS
Environmental Consulting LLC

CWA Section 404 Permitting and Construction Oversight

The following tasks address compliance with Clean Water Act (CWA) Section 404 (Section 404), the Endangered Species Act (ESA), and ecological oversight during construction for the East Plum Creek Reach 5 Phase II Stabilization Project.

CORVUS drafted and submitted an Individual Permit application on June 23, 2021, for all proposed improvements in the East Plum Creek Reach 5 Phase II project based on pre-application consultation with Ellison Koonce, the US Army Corps of Engineers (Corps) Project Manager. CORVUS organized a field site visit with the project team and the Corps on September 13, 2021, to discuss the Colorado Stream Quantification Tool (CSQT) approach for the project. During the site visit, Corps personnel Aaron Eilers and Matt Montgomery requested a change in the overall Section 404 permitting approach for the project despite guidance received from Ellison Koonce during the pre-application process. Ellison Koonce was at the field meeting in September and agreed with the recommended changes. The change includes submitting an individual permit application for all improvements downstream of the pedestrian bridge and a pre-construction notification submittal for all improvements upstream of the pedestrian bridge. This request requires revisions of the initial individual permit application, compensatory mitigation plan, CSQT, and USFWS Concurrence Letter request.

CORVUS is providing the following scope to reflect the revisions the Denver Regulatory Office is requesting to modify the initial individual permit application, compensatory mitigation plan, CSQT, and USFWS Concurrence Letter request, and draft a pre-construction notification. This scope also includes ecological oversight during construction. In addition, and in supplement to the USFWS concurrence letter request revision, CORVUS will conduct a pre-project (baseline) habitat quality assessment following the “Interim Protocol for Habitat Improvement Activities” (ERO 2022).

Task 1. USFWS Concurrence Letter Request Revision and Pre-Project (Baseline) Habitat Quality Assessment – CORVUS will modify the Concurrence Letter Request for USFWS to only include the project area downstream of the pedestrian bridge. This task includes consultation with USFWS through phone calls, email, and a virtual meeting.

This task also includes a pre-project (baseline) habitat quality assessment following the “Interim Protocol for Habitat Improvement Activities” (ERO 2022), detailed in Subtasks 1a – 1e below.

Subtask 1a. Habitat Assessment Coordination and Meetings (2 meetings) – This task includes up to two meetings (one field meeting) to discuss the habitat assessment approach for the project with the project team and/or the USFWS. The purpose of this coordination is to give the USFWS an opportunity to express any concerns with the habitat assessment approach.

Subtask 1b. Remote Desktop Analysis and Fieldwork Prep – This task includes desktop habitat assessment and mapping using high resolution aerial imagery prior to the site visit following the “Interim Protocol for Habitat Improvement Activities” (ERO 2022). The desktop assessment will be ground truthed in the field Subtask 1c).

Subtask 1c. Field Data Collection – CORVUS will ground truth the habitat assessment mapping from Subtask 1b in the field following the “Interim Protocol for Habitat Improvement Activities” (ERO 2022). This task includes additional mileage and GPS expense.

Subtask 1d. Data Summary, Analysis, and Mapping – Following the site visit, CORVUS will analyze and summarize the results of the habitat assessment in Subtask 1c.

Subtask 1e. Habitat Improvement Activity Checklist (Report) – CORVUS will complete the Habitat Improvement Activity Checklist (ERO 2022) for pre-project (baseline) conditions, including details on methods, proposed impacts, and a mitigation plan. The final Habitat Improvement Activity Checklist will be included with the USFWS Concurrence Letter Request.

This task does not include Annual Monitoring and Reporting.

Task 2. Section 404 Permit Document Revisions – This task contains work that CORVUS has completed in fall 2021 and work to be completed, including; preparing the PCN for upstream improvements and revising the IP and compensatory mitigation plan to be resubmitted to the Corps.

Task 3. Post Submittal Agency and Team Coordination – CORVUS will coordinate with the Corps, CDPHE, the project team once the IP and WQC applications have been submitted to address any questions or comments from either Agency (CORPS or CDPHE). CORVUS will also review the proffered 404 Permit and 401 WQC to ensure details concur with applications submitted.

Task 4. Colorado Stream Quantification Tool Revisions – CORVUS will make the necessary revisions to finalize the CSQT package in coordination with Olsson based on the field site visit with the Corps in September. This task also includes a response to Agency comments. Should the Agencies have comments on the CSQT Submittal, CORVUS will address these comments and prepare a comment response document. This Subtask allows for no more than 1 round of comments and responses. A round of comments may include comments from multiple Agencies.

Task 5. Construction Services – CORVUS will observe construction activities to maximize the likelihood for the successful revegetation of the project footprint with an emphasis on PMJM habitat and wetland establishment in compensatory mitigation areas. CORVUS will also consult with the project team on any matters related to compliance with Section 404 of the CWA.

Subtask 5a. Review Product Submittals and Respond to Requests for Information – CORVUS will review relevant product submittals as requested, including soil amendments, mulch, containerized plant material, and seed mix test results to ensure consistency with the construction documents. CORVUS will also respond to questions from the Town of Castle Rock, Olsson, and Requests for Information from the contractor regarding revegetation activities or other relevant project elements.

Subtask 5b. Revegetation Oversight (7 site visits) – CORVUS will observe revegetation activities as necessary. Activities may include soil decompaction, soil amendment application, plant inspection, planting and seeding efforts, mulch application, noxious weed treatments, and

general site inspection (as needed). Observation priorities will be given to areas of greatest concern, including wetlands. This task includes up to 7 site visits of 5 hours each.

Subtask 5c. Attend Construction Progress Meetings (10 Meetings) – CORVUS will attend one progress meeting each month (up to 10 months) and additional meetings at the request of the Olsson or the Town, to be informed of work occurring onsite and provide ecological restoration input, as needed. Additional meetings (beyond 10) would be billed on an hourly basis.

Task 6. Post Construction Monitoring for Wetland Mitigation Areas and DCHCP Compliance – CORVUS will monitor the project area at the end of the first growing season post construction for success criteria outlined in the CWA Section 404 Permit and DCHCP for impacts to wetlands and PMJM habitat.

Subtask 6a. Review Project Permits and Monitoring Requirements – CORVUS will review the project plans, including planting plans, and authorizations to identify compensatory wetland and stream (if needed) mitigation areas, success criteria for wetlands, stream, and PMJM habitat, and annual monitoring report requirements for USACE and USFWS.

Subtask 6b. Site Monitoring (1 site visits) – CORVUS will evaluate the project area in September or October 2023, once construction activities have been completed to assess establishing vegetation, noxious weed populations, if and where additional willow staking is appropriate, and evaluate site success as measured by the performance standards and success criteria outlined in the Special Conditions of the 404 Permit and DCHCP. CORVUS will also document the extent of wetlands and PMJM habitat and will note any conditions requiring remedial activities such as weed infestation, bank erosion, and bare areas.

CORVUS will prepare a memo of recommended remedial activities (if needed) such as weed management, reseeding, or replanting based on this site visit.

Subtask 6c. Draft and Final Annual Monitoring Reports – Based on the findings of the site evaluation, CORVUS will prepare draft annual monitoring reports, one for wetlands and another for PMJM habitat for review by the Client. The monitoring reports will follow current agency monitoring report preparation guidelines. Once Client comments have been incorporated, the draft will be submitted to USACE and USFWS for their review.

Task 7. Project Management and Administration – This task includes general coordination with the Client and time spent by CORVUS on quality control, project set up, and managing project budget, schedule, and billing.

Deliverables

The following deliverables will be completed for this project:

- CSQT Package (in collaboration with Olsson)
- USFWS Concurrence Letter Request with Habitat Improvement Activity Checklist
- Revised IP and Compensatory Mitigation Plan
- Pre-Construction Notification

- Construction Oversight Reports
- Draft and final annual wetland monitoring report
- Draft and final PMJM habitat monitoring report

Assumptions

The following assumptions have been made for this statement of work:

- The Contractor or Town will furnish all necessary materials for the revegetation effort, and
- Unless otherwise requested by the Client, all CORVUS deliverables will be provided in digital formats such as Portable Document Format (PDF), Microsoft Word, or another suitable format.

Change Management Process

In the event revisions to the study area and/or the Statement of Work tasks are determined necessary or desirable, either by CORVUS or the Client, CORVUS will coordinate with the Client Project Manager to determine if a formal request for contract modification is necessary. CORVUS will not perform work not described in this Statement of Work or a revised Statement of Work without written authorization from the Client.

Estimated Cost

CORVUS will perform the tasks described in the statement of work on an hourly basis for the estimated cost; see attached. Expenses will be billed directly, with the estimated cost itemized below.



Estimate

Date 01-26-2022
Project 21-110 - East Plum Creek Reach 5 Phase II Final Permitting and Construction Oversight

Client
Olsson
 1525 Raleigh St, #400
 Denver, CO 80204
 Attn: Deb Ohlinger

Project Totals

Task	Estimate	Previous	Grand Total
1 - USFWS Concurrence Letter Request Revision	\$10,600.00	\$0.00	\$10,600.00
2 - Section 404 Permit Document Revisions	\$3,500.00	\$0.00	\$3,500.00
3 - Post Submittal Agency and Team Coordination	\$750.00	\$0.00	\$750.00
4 - Colorado Stream Quantification Tool Revisions	\$3,500.00	\$0.00	\$3,500.00
5 - Construction Services	\$8,750.00	\$0.00	\$8,750.00
6 - Post Construction Monitoring	\$4,575.00	\$0.00	\$4,575.00
7 - Project Management and Administration	\$1,800.00	\$0.00	\$1,800.00
Labor Subtotal	\$33,475.00	\$0.00	\$33,475.00
Direct Expenses	\$1,140.00	\$0.00	\$1,140.00
Total	\$34,615.00	\$0.00	\$34,615.00

Task Details

1 - USFWS Concurrence Letter Request Revision (T&M)

Staff	Hours	Rate	Value
Carla DeMasters - Sr. Ecologist/Project Manager	60	\$135.00	\$8,100.00
KristiLee Halpin - Ecologist/Project Manager	20	\$125.00	\$2,500.00
	80		\$10,600.00

2 - Section 404 Permit Document Revisions (T&M)

Staff	Hours	Rate	Value
KristiLee Halpin - Ecologist/Project Manager	28	\$125.00	\$3,500.00
	28		\$3,500.00

3 - Post Submittal Agency and Team Coordination (T&M)

Staff	Hours	Rate	Value
KristiLee Halpin - Ecologist/Project Manager	6	\$125.00	\$750.00
	6		\$750.00



Estimate

4 - Colorado Stream Quantification Tool Revisions (T&M)

Staff	Hours	Rate	Value
KristiLee Halpin - Ecologist/Project Manager	28	\$125.00	\$3,500.00
	28		\$3,500.00

5 - Construction Services (T&M)

Staff	Hours	Rate	Value
KristiLee Halpin - Ecologist/Project Manager	70	\$125.00	\$8,750.00
	70		\$8,750.00

6 - Post Construction Monitoring (T&M)

Staff	Hours	Rate	Value
Carla DeMasters - Sr. Ecologist/Project Manager	20	\$135.00	\$2,700.00
KristiLee Halpin - Ecologist/Project Manager	15	\$125.00	\$1,875.00
	35		\$4,575.00

7 - Project Management and Administration (T&M)

Staff	Hours	Rate	Value
Kelly Anolin - Project Administrator	10	\$80.00	\$800.00
KristiLee Halpin - Ecologist/Project Manager	8	\$125.00	\$1,000.00
	18		\$1,800.00

Direct Expenses Details

Direct Expense	Quantity	Price	Total
Mileage 20% permitting, 80% construction	1,500	\$0.56	\$840.00
GPS Included in permitting	2	\$150.00	\$300.00
Subtotal			\$1,140.00

Labor Total	\$33,475.00
Direct Expenses Total	\$1,140.00
Total Estimate	\$34,615.00
Previous Contract Amount	\$0.00
Grand Total Budget	\$34,615.00

ATTACHMENT B



EAST PLUM CREEK REACH 5 PHASE II
STABILIZATION PROJECT

BID & CONSTRUCTION SUPPORT
SCOPE OF WORK - OLSSON

Professional Engineering Services are requested to support Castle Rock Water for Bid and Construction Support for the East Plum Creek Reach 5 Phase II Stabilization Project. Scope of Services generally include the following tasks.

Bidding

- **Pre-Bid Meeting** – Consultant shall attend the pre-bid and prepare meeting notes. (4 hours)
- **Addenda** – Consultant shall assist the Town in responding to contractor questions and provide additional information and/or updates to the bid/contract documents as needed. (16 hours)

Construction

- **Public Meeting** – Consultant shall prepare for and attend the public meeting/open house and prepare meeting notes. (8 hours)
- **Pre-Construction Meeting** – Consultant shall attend the pre-con and prepare meeting notes. (4 hours)
- **Construction Observation** – Consultant shall make site visits and/or attend construction meetings with the Town and contractor on an as needed basis to review construction progress and assist the Town in addressing questions. (15 site visits/meetings and field reports at 4 hours each)
- **RFIs & Submittals** – Consultant shall assist the Town in reviewing and responding to contractor's requests for information (RFIs) and submittals. (20 hours is assumed for up to 4 RFIs and 5 submittal reviews)
- **Change Orders** – Consultant shall review and provide recommendations on change order requests. (8 hours is assumed for 2 change orders)

Post-Construction

- **As-Built Survey** – Consultant shall complete a post-construction as-built topographic survey of the project area. (survey fee, plus 2 hours coordination)
- **Record Drawings** – Consultant shall provide the Town with as-built record drawings which incorporate the as-built survey information and contractor redlines. (24 hours)

Notes:

- 1) Services are to be performed as directed by the Town. Additional services not specifically identified in the above scope will be negotiated between the Consultant and Town and performed under this Agreement following authorization by the Town. The total for all services shall not exceed the Agreement amount, unless amended by the Town and approved by both parties.
- 2) Hours listed above are approximate. Consultant shall provide a Response to Scope of Work and detailed Fee Schedule confirming total not-to-exceed hours and fee for the requested Services.

- 3) The Town of Castle Rock will assign a full-time inspector to monitor day-to-day construction activities.

Previously Executed

ATTACHMENT C
OLSSON
PROFESSIONAL SERVICES FEE ESTIMATE

Project Name: East Plum Creek Reach 5 Phase II Permitting, Bid and Construction-Related Services
 Project Number: 019-24570
 Project Manager: Deb Ohlinger

TASK	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Geomorphologist	Survey Team Leader	Associate Surveyor	2 Man Fld Crew	Reimb Expenses	Sub Total Task Cost	Total Task Cost
	DO/AG	CU/MD/KS	HP/KP	WS							
HOURLY RATES											
Personnel											
Project Coordination											
General project coordination	16		2							\$3,518	\$5,150
Schedule, budget, and status report updates	8									\$1,632	
	24		2						\$0	\$5,150	
Permitting											
CORVUS Tasks 1-4, 7, and reimbursables											\$36,426
Olsson CSQT Services - already provided			18		44				\$20,618	\$20,618	
Address comments/revisions on permitting			4		10					\$2,918	
			22		54				\$20,618	\$36,426	
Water Quality Pond Investigation	10		12							\$3,564	\$3,564
Trailhead-Related Services											
Services to date	5		16							\$3,052	\$6,154
Final calculations and document in memorandum	4		18							\$3,102	
	9		34						\$0	\$6,154	
Bid and Construction-related Services											
Olsson											
Pre-bid meeting	4								\$45	\$861	
Addenda			16							\$2,032	
Public meeting	5		3						\$150	\$1,551	
Construction observation (15 visits/meetings)	20		40						\$900	\$10,060	
RFIs(4) & submittals (5)	5	5	10							\$3,085	
Change orders (2)	1		8							\$1,016	
As-built survey	2		1			4	14	28	\$130	\$8,613	
Record drawings										\$2,968	
CORVUS Tasks 5 & 6 plus reimbursables									\$13,997	\$13,997	
Stream services	37	5	82	18		4	14	28	\$7,775	\$7,775	
									\$22,997	\$51,958	

OLSSON PROFESSIONAL SERVICES FEE ESTIMATE

Project Name: East Plum Creek Reach 5 Phase II Permitting, Bid and Construction-Related Services
 Project Number: 019-24570
 Project Manager: Deb Ohlinger

TASK	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Geomorphologist	Survey Team Leader	Associate Surveyor	2 Man Fld Crew	Reimb Expenses	Sub Total Task Cost	Total Task Cost
	DO/AG	CU/MD/KS	HP/KP	WS							
HOURLY RATES											
LOMR	\$204.00	\$159.00	\$127.00	\$114.00	\$241.00	\$225.00	\$104.00	\$207.00			\$28,498
Duplicate effective model			1							\$127	
Existing/corrected effective model			1							\$127	
Existing floodplain delineation, 100-yr & 500-yr	1		2							\$458	
Post-project floodplain model	1		8							\$1,220	
Post-project floodway model	1		6							\$966	
Post-project floodplain delineation, 100-yr & 500-yr	1		10							\$1,474	
Post-project floodway delineation	1		4							\$712	
Base flood elevations			4							\$508	
Workmap	2		8							\$1,424	
Annotated FIRM	1		2							\$458	
Annotated profile	1		4							\$712	
Annotated floodway table	1		2							\$458	
Agreement table	1		4							\$712	
Floodplain and floodway table	1		4							\$712	
LOMR narrative	2		12							\$1,932	
MT-2 forms	1		4							\$712	
Owner notification letters and exhibit	1		6							\$966	
QA/QC	12									\$2,448	
Address one set of sponsor comments	2		12							\$1,932	
Address one set of FEMA comments	2		16							\$2,440	
FEMA review fee									\$8,000	\$8,000	
	32	-	110	-	-	-	-	-	\$8,000	\$28,498	
Carryover from design project									\$2,860	\$2,860	\$2,860
Total Hours	112	5	262	18	54	4	14	28	\$54,475	\$134,610	
Total Cost	\$22,848	\$795	\$33,274	\$2,052	\$13,014	\$900	\$1,456	\$5,796	\$54,475	\$134,610	\$134,610
TOTAL PROJECT											\$134,610



EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE

Previously Executed



EXHIBIT B-1

SCOPE OF SERVICES AND FEE SCHEDULE

Previously Executed



November 7, 2023

Erik Dam, Project Manager – CIP
Laura Kindt, Stormwater Manager
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

RE: Proposal to Provide Alternatives Study for Improvements to Diversion Structure CR-1
within the East Plum Creek Reach 5 Phase II Project

Dear Erik and Laura:

This letter presents Olsson's proposal to the Town of Castle Rock (Town) to complete an alternatives study for improvements to Diversion Structure CR-1 in East Plum Creek. The diversion structure experiences excessive sedimentation from flows in East Plum Creek that has caused equipment damage in the Plum Creek Water Purification Facility. The following is a more detailed scope of services.

1. Project Coordination and Management

- A. Kick-off Meeting: Attend in person kick-off meeting/site visit with the Town. Prepare and distribute meeting notes. Collect two grab samples during the site visit and conduct a sieve analysis on each for size distribution.
- B. Progress Meetings: Prepare and distribute meeting notes. Four (4) meetings are included: one (1) each month when a review meeting is not occurring, four (4) total. It is assumed all progress meetings will be virtual.
- C. Review Meetings: Attend review meetings following the Draft Alternatives Study and Final Alternatives Study submittals, two (2) total. Prepare and distribute meeting notes.
- D. Monthly Progress Reports: Prepare progress reports to advise the Town project manager of work completed, work planned for the upcoming month and challenges that could affect budget or schedule. Six (6) months assumed.
- E. General project management and coordination.
 - i. Meeting notes (PDF)
 - ii. Monthly progress reports (PDF)

2. Draft Alternatives Study

- A. Diversion Improvement Alternatives Memo - Olsson will evaluate up to five (5) alternative improvement options for the CR-1 diversion. Prepare technical memorandum summarizing findings. Alternatives are anticipated to include a new wet well, an infiltration gallery, a forebay, potentially similar to the one in the Town of Parker on Cherry Creek, an open channel diversion, and/or an inflatable

dam and diversion. The target goal would be a minimum of 1,200 gallons per minute (gpm) capacity.

- B. Provide a plan sheet for each of the alternatives, up to five (5).
- C. Prepare a memorandum documenting the alternatives.
- D. Develop an opinion of probable construction cost for each of the alternatives, up to five (5).
- E. Consult with CORVUS Environmental regarding permitting implications/ requirements for each alternative and how they would fit into the channel construction project.
- F. Internal QA/QC and address comments. Submit to the Town.

Deliverables

- i. Draft Alternatives Study including:
 - a. Study Report Narrative (PDF)
 - b. Improvement Plans (PDF)
 - c. Cost Estimate (PDF and Excel)

3. Final Alternatives Study

- A. Draft alternatives study review comment response.
- B. Final Alternatives Study – Update draft alternatives study based on Town comments. Items including:
 - i. Study Report Narrative (PDF)
 - ii. Improvement Plans (PDF)
 - iii. Cost Estimate (PDF and Excel)
- C. CORVUS Environmental Consulting will provide input on permitting options related to the alternatives.
- D. Internal QA/QC and address comments and submit to the Town.
- E. Address one (1) additional round of Town comments.

Deliverables

- i. Final Alternatives Study including:
 - a. Study Report Narrative (PDF)
 - b. Improvement Plans (PDF)
 - c. Cost Estimate (PDF and Excel)

Assumptions, Clarifications, and Exclusions

1. It is assumed that previously collected data will be sufficient for the alternatives analysis and no further field data will be collected.
2. The Town will provide requested collection flows.
3. The following are excluded:
 - A. Public meetings
 - B. Sub-surface utility engineering (SUE)
 - C. Topographic and boundary survey.
 - D. Geotechnical; design and recommendations for structures and/or gravity block or mechanically stabilized earth (MSE) retaining walls
 - E. Preliminary and final design documents
 - F. License Agreements on any private utility lines
 - G. Legal easement descriptions
 - H. Operations and maintenance plan
 - I. Bid and construction phase services
 - J. As-built survey and As-builts
 - K. CLOMR
 - L. LOMR
 - M. Close-out Documents

Services will be provided on a time and material basis not to exceed \$97,194, as detailed in the attached table. Allie Beikmann, PE, will be leading this effort for Olsson. If you have questions or need additional information, please contact me at 303-237-2072 or dohlinger@olsson.com.

Sincerely,



Deb Ohlinger, PE, CFM
Water Team Leader

Previously Executed

CON-2023-0894



EXHIBIT C-1

CONSULTANT'S CERTIFICATE OF INSURANCE

Previously Executed



EXHIBIT B-2

SUPPLEMENTARY SCOPE OF SERVICES AND FEE SCHEDULE



May 14, 2026

Frank Main
Stormwater Project Manager - CIP
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

RE: Request for Amendment for Construction-related Services for East Plum Creek Reach 5 Phase II

Dear Frank:

This letter presents Olsson’s request to the Town of Castle Rock (Town) to extend the completion date to complete construction-related services for East Plum Creek Reach 5 Phase II, including an as-built survey and a letter of map revision (LOMR) and also to add additional services in support of the project.

Contract Extension

In order to complete construction and the LOMR, Olsson recommends that the contract end date be extended to June 1, 2027.

Additional Budget Request

Olsson and the Town developed a scope of services for anticipated bid and construction-related services, as detailed in Olsson’s proposal dated February 3, 2022. Construction was delayed until 2025 and will be completed in 2026. Olsson was requested by the Town to provide additional guidance and site visits to assist 53 Corporation, Colorado Hardscapes, and the Town’s inspector on the construction of sculpted concrete drop structures. Olsson and CORVUS have also completed services under this agreement that were not anticipated. Olsson is requesting an amendment to take the project through construction and letter of map revision (LOMR) with FEMA. The following table details the services. The table contains services described in CORVUS’ proposal dated December 5, 2025 and included as Attachment A.

Additional Services in Excess of 2022 Scope

Services Provided/Anticipated	Cost
1. Project Coordination and Management. Due to extension of the project schedule, additional project coordination and management were required and will continue to be required until the end of the project. <ul style="list-style-type: none"> • General project coordination • Schedule, budget, and status report updates 	\$5,919.00
2. Permitting <ul style="list-style-type: none"> • During the project, new guidance was received from the U.S. Fish & Wildlife Service regarding the permitting for Reach 5 Phase II. In addition, finalization of the Colorado Stream Quantification Tool (CSQT) by the U.S. Army Corps of Engineers (USACE) occurred during the project. Additional coordination between USACE, CORVUS, and Olsson was required, along with efforts that exceeded original assumptions. Both CORVUS and Olsson performed services in excess of the original 	\$7,670.75

Services Provided/Anticipated	Cost
estimates. This work was required to finalize the CSQT in response to changed requirements by the USACE. CORVUS services totaled \$4,248.12.	
<ul style="list-style-type: none"> A new water intake was designed by the Town and installed upstream of the sediment basin and outside of the permitted project limits. The Town, Olsson, and CORVUS coordinated on the steps to take to obtain compliance. CORVUS prepared and submitted a pre-construction notification. These services were not included in an existing scope. CORVUS' services are described as Tasks 1, 3 and 4 in their proposal. CORVUS has not invoiced Olsson for these services as they exceed their current contract and, therefore, must be included in the amendment request. CORVUS services totaled \$8,980. 	\$9,899.50
<p>3. Bid and Construction-Related Services</p> <ul style="list-style-type: none"> Olsson was originally tasked with completing the services listed in Attachment B of the February 3, 2022 proposal, provided by the Town and modified by Olsson. The following services were necessary to achieve construction and were beyond the scope of the amendment. <ul style="list-style-type: none"> Olsson prepared the final bid and construction documents. These services were significantly more than anticipated with the prior amendment due to the gap between submittal and the start of construction with the extension of the project. Site visits were included in the prior amendment, however, the length of visits has been significantly longer than anticipated due to the guidance provided regarding the sculpted concrete drop structures. Bird survey coordination by Olsson and survey by CORVUS. The bird/bird nest survey was not included in the original scope but was required to construct the project. CORVUS services totaled \$9,808. 	\$19,227.00
<p>4. CR-1 Diversion. Conceptual design of a CR-1 diversion was requested by Erik Dam and Erin Evers. An amendment was approved for the work to be completed by Olsson, and was requested to be invoiced through this project. An amendment for the work has not previously been executed.</p>	\$8,111.25
<p>5. LOMR. Upon completion of construction, Olsson will conduct an as-built topographic survey, prepare a LOMR, and submit to FEMA. The services and hours were detailed in the February 3, 2022 amendment and remain the same. Rates and labor classifications changed as needed, resulting in a change of \$10,150.</p>	\$10,150.00
Total	\$60,977.50

A request for a budget amendment of \$60,977.50 in addition to a time extension to June 1, 2027 is requested. If you have questions or need additional information, please contact me at 303-842-9367 or dohlinger@olsson.com.

Sincerely,



Deb Ohlinger, PE, CFM
Project Manager



Hannah Pring, PE, CFM
Project Engineer

ATTACHMENT A

Statement of Work for
East Plum Creek Reach 5 Phase 2 and CR-1 Diversion
Project(s)

Scope Modification 3

December 5, 2025

Presented to:

Olsson
1525 Raleigh Street, Suite 400
Denver, CO 80204

Prepared by:

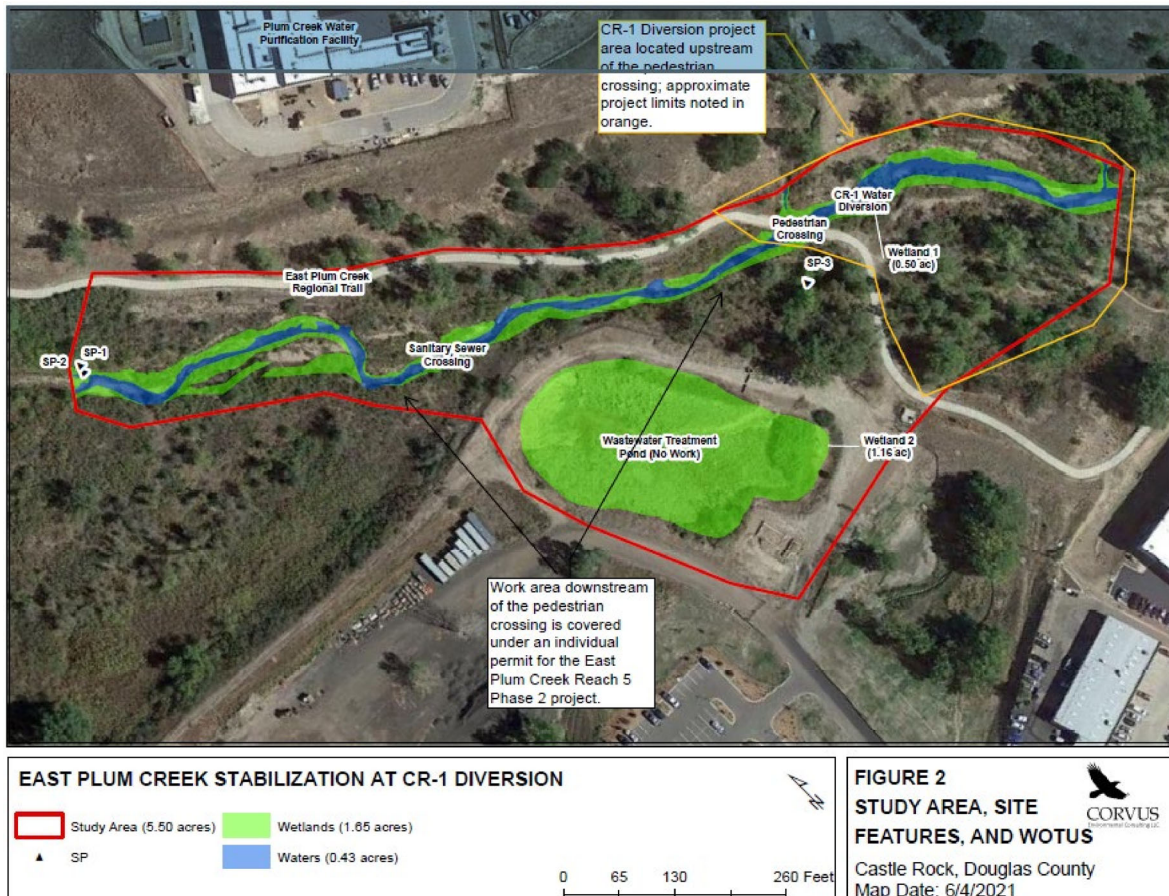


Project Information Summary

CORVUS Client Name	Olsson
Client Project Manager	Deb Ohlinger
Project Name	East Plum Creek Reach 5 Phase 2 Project and CR-1 Diversion Project(s)
Project Purpose	<p>East Plum Creek Reach 5 Phase 2: Stabilize the East Plum Creek channel and enhance wildlife habitat, and water quality along East Plum Creek.</p> <p>CR 1 Diversion: update the CR-1 Water Diversion infrastructure.</p>
Location	The approximate center of the project area(s) is located at: Latitude 39.385310°, Longitude - 104.863179°
CORVUS Project Role	<p>In addition to CORVUS' current scope of work, CORVUS has been requested to complete the following tasks/items:</p> <ul style="list-style-type: none"> • A pre-construction migratory bird nesting survey and findings memorandum • A Nationwide Permit 3a (or similar) report to cover impacts to WOTUS within the CR-1 Diversion study area • Coordination with the USACE regarding the CR-1 Diversion work • Project meetings and coordination with the Town of Castle Rock • Addendum to the USFWS Concurrence Letter Request • Updated seed/planting quantities to account for additional impacts to wetlands and riparian habitats (e.g., Preble's habitats) <p>In addition to the above items, CORVUS also requests additional scope for continued progress meeting support, project coordination and management, as well as CSQT and USFWS support.</p>

Description of Study Area

The project’s study area is included red below.



Tasks

The following tasks are included as requests for additional budget for the project.

Task 1. USFWS Concurrence Letter Request Revision and Pre-Project (Baseline) Habitat Quality Assessment – Because the CR-1 design and limits of construction (LOC) have been modified, the project will be required to provide USFWS with a memorandum/addendum to the USFWS Concurrence Letter Request to demonstrate updated impacts and mitigation requirements for the project. As such, the project’s planting quantities will be required to be updated to account for additional wetland and riparian habitat impacts/mitigation. CORVUS will assist with determining additional planting details (based off the original planting plans provided by Stream) to ensure the proper vegetative cover is installed for the additional impacted areas.

This task includes time to:

- Draft an addendum to the USFWS Concurrence Letter Request

- Calculate planting quantities (via a spreadsheet) required to offset additional wetland and riparian habitat mitigation

Task 2. Section 404 Permit Document Revisions – No additional funds are being requested for this task at this time.

Task 3. Post Submittal Agency and Team Coordination – CORVUS anticipates additional coordination with the USACE (post-submittal of the Pre-construction Notification [PCN]; see details in Tasks 4 and 5 regarding the PCN) and USFWS (regarding updates to Preble’s impacts and mitigation); therefore, additional funds for this coordination are included under this task.

Task 4. Colorado Stream Quantification Tool Revisions – The project team (i.e., CORVUS and Olsson) drafted and submitted CSQT documentation with the East Plum Creek Reach 5 Phase 2 Individual Permit (IP) package. The CSQT documentation included information about two reaches, the reach downstream of the pedestrian bridge (work covered under the IP) and the reach upstream of the pedestrian bridge (work surrounding CR-1 which is to be covered under a separate Section 404 permit [a Nationwide Permit]). CORVUS drafted and submitted a PCN to the USACE for work surrounding CR-1. The PCN described the CSQT overlap between projects. To date, the USACE has not requested additional CSQT data (or splitting the data out by project area); however, CORVUS requests additional funds under this task in the event that the USACE requests a separate CSQT package for the CR-1 work. If the USACE does not request a separate CSQT submittal for the CR-1 work, these additional funds will not be utilized.

Task 5. Construction Services – CORVUS utilized budget that was originally allocated to Task 5 to complete out-of-scope work for the project, including:

- CORVUS completed a pre-construction migratory bird nest survey and drafted a findings memo for the project’s file.
- CORVUS has participated in several virtual and phone meetings with the Town of Castle Rock to provide insight and strategy for environmental permitting requirements for the CR-1 Diversion work. Participation in project meetings provides CORVUS with an opportunity to develop a well-rounded Section 404 permitting approach when drafting the Section 404 Permit application (a Nationwide Permit for the CR-1 Diversion work).
- CORVUS participated in a site walk, at the request of the Town, to view and discuss CR-1 work that has been completed. During the site walk, CORVUS mapped the LOC as the design plans for CR-1 have deviated from the original plans.
- CORVUS drafted and submitted a PCN package to the USACE. The PCN included updated attachments, including a photolog, figures, etc.
- CORVUS and the Town participated in a virtual meeting with the USACE to discuss the CR-1 work.

CORVUS requests additional funds under this task so CORVUS may complete the original scope of work items that were intended for Task 5 (e.g., planting oversight, respond to RFIs, attend construction meetings, etc.).

Task 6. Post Construction Monitoring for Wetland Mitigation Areas and DCHCP Compliance – CORVUS has been in coordination with Olsson and the Town of Castle Rock regarding post-construction

monitoring efforts for wetland and Preble's habitat impacts. Based on the coordination, the Town will plan to contract CORVUS under a separate agreement to complete up to five years of monitoring, as required by project permitting/documentation (i.e., the general/special conditions outlined in the project's Section 404 permit and USFWS Concurrence Letter).

CORVUS has used some of the existing budget for this task to complete out-of-scope work. Therefore, CORVUS requests that remaining budget currently contracted under this task be reallocated to other tasks noted herein to reduce the amount being requested in this scope modification request.

Task 7. Project Management and Administration – This task includes general coordination with the Client and time spent by CORVUS on quality control, project set up, and managing project budget, schedule, and billing.

Task 8. CR-1 Diversion (tracking only)– No additional funds are being requested for this task at this time.

Deliverables

CORVUS will provide the following deliverables to the Client:

- PCN for work at CR-1 (submitted to the USACE on 9-26-2025)
- Addendum/memorandum to the USFWS Concurrence Letter Request (not completed yet)
- CSQT Assessment Parameter/Metric Data (Riparian Vegetation), if needed
- Planting quantities spreadsheet/table to account for additional vegetation impacts that were not previously accounted for (not completed yet)

Assumptions

Tasks and estimated costs are based on the following assumptions:

- Minor design changes have occurred since the IP submittal. Additional scope and fee have been included to account for tasks described herein. If additional out-of-scope items are requested by the Client beyond what is described herein, additional scope and fee would be required.
- Updated planting quantities will be provided to the contractor to ensure proper vegetative cover is planted/established onsite (within the CR-1 work area specifically). Planting detail updates will not be required as planting strategies should be similar to those planned for other areas within the project area.
- Unless otherwise requested by the Client, all CORVUS deliverables will be provided in digital format such as Portable Document Format (PDF), Microsoft Word, or other suitable format

Change Management Process

In the event revisions to the study area and/or the Statement of Work tasks are determined necessary or desirable, either by CORVUS or the Client, CORVUS will coordinate with the Client Project Manager to determine if a formal request for contract modification is necessary. CORVUS will not perform work not

described in this Statement of Work or a revised Statement of Work without written authorization from the Client.

Estimated Cost

CORVUS will perform the tasks described in the statement of work on an hourly (time and materials) basis for the estimated cost itemized below. Subconsultants and other direct expenses are billed at cost.

Estimate



Date 12-05-2025
Project 21-110 - East Plum Creek Reach 5 Phase II Final Permitting and Construction Oversight

Client
Olsson
1525 Raleigh St, #400
Denver, CO 80204
Attn: Deb Ohlinger

Project Totals

Task	Estimate	Previous	Grand Total
1 - USFWS Concurrence Letter Request Revision	\$5,080.00	\$10,600.00	\$15,680.00
2 - Section 404 Permit Document Revisions	\$0.00	\$3,500.00	\$3,500.00
3 - Post Submittal Agency and Team Coordination	\$900.00	\$750.00	\$1,650.00
4 - Colorado Stream Quantification Tool Revisions	\$3,000.00	\$3,500.00	\$6,500.00
5 - Construction Services	\$8,750.00	\$8,750.00	\$17,500.00
6 - Post Construction Monitoring	\$0.00	\$4,575.00	\$4,575.00
7 - Project Management and Administration	\$900.00	\$1,800.00	\$2,700.00
8 - CR-1 (tracking only)	\$0.00	\$3,000.00	\$3,000.00
Labor Subtotal	\$18,630.00	\$36,475.00	\$55,105.00
Direct Expenses	\$157.50	\$1,140.00	\$1,297.50
Total	\$18,787.50	\$37,615.00	\$56,402.50

Task Details

1 - USFWS Concurrence Letter Request Revision (T&M)

Staff	Hours	Rate	Value
Adam Verrell - Restoration Biologist / Project Manager	16	\$130.00	\$2,080.00
Korby Mintken - Lead Biologist / Project Manager	20	\$150.00	\$3,000.00
	36		\$5,080.00

2 - Section 404 Permit Document Revisions (T&M)

Staff	Hours	Rate	Value
	0		\$0.00

3 - Post Submittal Agency and Team Coordination (T&M)

Staff	Hours	Rate	Value
Korby Mintken - Lead Biologist / Project Manager	6	\$150.00	\$900.00
	6		\$900.00

Estimate



4 - Colorado Stream Quantification Tool Revisions (T&M)

Staff	Hours	Rate	Value
Madeline Shields - Lead Biologist / Project Manager	20	\$150.00	\$3,000.00
	20		\$3,000.00

5 - Construction Services (T&M) **\$8,750.00**

6 - Post Construction Monitoring (T&M)

Staff	Hours	Rate	Value
	0		\$0.00

7 - Project Management and Administration (T&M)

Staff	Hours	Rate	Value
Korby Mintken - Lead Biologist / Project Manager	6	\$150.00	\$900.00
	6		\$900.00

8 - CR-1 (tracking only) (T&M)

Staff	Hours	Rate	Value
	0		\$0.00

Labor Total	\$18,630.00
Direct Expenses Total	\$157.50
Total Estimate	\$18,787.50
Previous Contract Amount	\$37,615.00
Grand Total Budget	\$56,402.50



EXHIBIT C-2

CONSULTANT'S UPDATED CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2026

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

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

PRODUCER HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Oscar Chavez-Franco PHONE (A/C No. Ext): 402.964.5579 E-MAIL ADDRESS: oscar.chavezfranco@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Olsson, Inc. 1525 Raleigh Street, Suite 400 303-237-2072 Denver CO 80204	INSURER A : Amerisure Mutual Insurance Company	NAIC # 23396
	INSURER B : Amerisure Insurance Company	19488
	INSURER C : MSIG Specialty Insurance USA Inc	34886
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1663530475

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP21194510602	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA 21194500801	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CU 21194520502	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 21194530501	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Professional Liability Claims Made Equipment			MSTAEC-00049 CPP21194510502	1/1/2026 1/1/2026	1/1/2027 1/1/2027	PL Each Claim/Agg 5,000,000 PL Ded Per Claim 750,000 Equipment Coverage 300,000

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

Carrier AM Best's Ratings A+XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability. Project Name: East Plum Creek Reach 5 Phase II Permitting, Bid and Construction-Related Services Project Number: 019-24570 Town of Castle Rock, CO CORVUS Environmental Consulting LLC, its officers and employees are listed as additional insured on a primary and non-contributory basis with respect to General Liability including completed operations, Auto Liability and Umbrella Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock, CO CORVUS Environmental Consulting LLC
 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

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