



**TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Castle Rock Water Reservoir No. 1 Expansion Project)**

DATE: _____.

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 South Inca Street, Englewood, Colorado 80110 (“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 \$304,800.00, unless authorized in writing by Town.

Section 3. Completion. Consultant shall commence the Services on August 22, 2022 and complete the Services August 21, 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 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, 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.

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:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

W.W. WHEELER & ASSOCIATES, INC.

By: _____

Its: _____

EXHIBIT 1

SERVICES AND FEE SCHEDULE

Consultant shall provide design services to expand the capacity of Castle Rock Reservoir No. 1 as follows:

Project Understanding

CRR1 is an approximate 240-acre-foot, off channel, lined, reservoir owned and operated by the Town and located west of Highway 85 in Sedalia, Colorado. The reservoir was constructed in approximately 2007 and has a combination of excavated below-grade and embankment storage. The reservoir is filled, and discharges to, the newly constructed Plum Creek Diversion Pump Station (PCDPS), located on Plum Creek, approximately 1,500 feet southwest of the reservoir. The dam and pipelines were originally designed by Civil Resources, LLC for United Water and Sanitation District. The facilities were purchased by the Town in 2017. Original designs are presented in the construction drawing set titled 5219 Rio Grande Avenue, Site Improvement Plan, and dated June 2006.

CRR1 has a 20-foot-long concrete spillway weir at invert Elevation 5761.1, leading to a spillway channel on the north side of the parcel. The dam has an approximate 750-foot-long crest at elevation of 5765, an approximate 3:1 (horizontal:vertical) upstream slope and an approximate 8:1 downstream slope. The reservoir's original liner is still in place and consists of geotextile fabric covered with a spray-on polyurea coating. The liner is in poor condition and exhibits high seepage rates in the upper 10 feet of the reservoir. The reservoir has a single, bidirectional inlet and discharge structure leading to parallel 16-inch-diameter and 24-inch-diameter pipelines. There is no guard gate associated with the discharge structure and the pipelines cannot be isolated between the reservoir and a set of valves located approximately 600 downstream of the outlets. The discharge pipelines are approximately 40-feet-deep at the dam crest. Outside of the discharge pipeline cut the dam has a maximum height of approximately 13 feet.

Conversations with the Colorado Division of Water Resources (DWR) Dam Safety Branch indicated that, prior to submittal of the Castle Rock Reservoir No. 2 (CRR2) design, they were generally unaware of CRR1's presence or jurisdictional status. In 2021, Wheeler submitted a jurisdictional status request to the DWR; CRR1 was found to be jurisdictional, primarily because of dam height and storage volume.

CRR2 is a proposed 782-acre-foot reservoir which will be located approximately 200 feet east of CRR1, between CRR1 and Plum Creek. The reservoir was designed by Wheeler and is currently under review by the DWR Dam Safety Branch. Construction of CRR2 is anticipated to begin in spring 2023. CRR2 will be constructed in two phases; Phase 1 will borrow embankment fill from the CRR2 footprint. Phase 1 will be a fully functioning reservoir with crest Elevation 5743 and maximum water surface Elevation 5740. At the conclusion of CRR2 Phase 1, CRR1 will be decommissioned. During Phase 2, the CRR2 embankment will be raised to crest Elevation 5760 using embankment fill borrowed from the CRR1 expansion. We anticipate that the expanded CRR1 will be rehabilitated immediately following completion of the CRR2 project.

Project Approach

CRR1 will be expanded to provide between 400 and 600 acre-feet of storage. The potential CRR1 project was considered during design of CRR2; therefore, much of the required CRR1 infrastructure will be constructed during the CRR2 project and shared between the two reservoirs. This generally includes most of the CRR1 fill and discharge pipelines, the fill and discharge valving, and most of the reservoir excavation. Major design components include the discharge structure, fill structure and concrete rundown, new spillway, new geomembrane liner, and a liner underdrain system. To the maximum extent practical, CRR1 structures will be designed to mirror those at CRR2. The major exception is the fill structure, which we anticipate will discharge near the CRR1 rim and require a concrete rundown structure.

During the development of CRR2 design documents, Wheeler gathered and developed a substantial amount of site information. Wheeler's general project approach to the CRR1 design is to repurpose as much existing information, calculations, and CRR2 designs as possible. This generally includes geotechnical and topographic data, basin inflow and breach inundation models, liner designs, and structure designs. Additionally, a bathymetric survey was completed at CRR1 in 2021 to support improved reservoir accounting. Results from the 2021 bathymetric survey will be used in the CRR1 design. We do not anticipate the need to collect additional topographic or subsurface data for the CRR1 design effort. This approach, in conjunction with the lessons learned and working relationships developed during the CRR2 design, will result in an efficient project design effort.

Based on evaluations completed for the CRR2 project, we anticipate the CRR1 dam will be a low hazard facility. CRR1 will generally be designed in accordance with the 2020 DWR *Dam Safety Rules and Regulations for Dam Safety and Dam Construction* requirements for a low hazard dam. Wheeler will make strong efforts to optimize grading and water storage at CRR1. This will likely include completing cut slope stability for the south and west sides of the reservoir, and evaluating options for reconfiguring or slightly raising the existing CRR1 embankment. It may be possible to increase reservoir storage by reconstructing the embankment with a more typical 3:1 downstream slope and standard crest width, while holding the CRR1 downstream toe in its existing location. We anticipate the full CRR1 expansion will generate a surplus of borrow material, beyond what will be required for CRR2 construction. The anticipated expansion does not include deepening the reservoir, only expanding horizontally at the existing excavated depth. The existing reservoir is excavated approximately 15 feet into bedrock, we anticipate the expansion will be completed to the same bottom elevation. However, the excavated bedrock is not suitable for use as embankment fill and will likely require removal from site. Bedrock excavation and removal from site will likely be one of the most expensive components of the CRR1 project.

Our anticipated design package will include Construction Drawings, Technical Specifications, and a Design Summary Report with probable construction cost information. The package will be suitable for submittal to the DWR Dam Safety Branch and Douglas County for review and approval, and suitable for bidding and construction. This scope of work provides sufficient budget in the event the CRR1 and CRR2 are published for bid separately. However, the CRR2 project may be approved and ready to bid prior to receiving DWR Dam Safety Branch approval for the CRR1 design.

We do not anticipate the need for additional 404 permitting or floodplain permitting associated with the CRR1 project. An updated "No Take" finding will likely be required by the U.S. Fish and Wildlife Service for Threatened and Endangered Species; we anticipate this effort to be minor. The project will require Douglas County approval and permitting. The Douglas County process was recently initiated for CRR2. If possible, we recommend completing the Douglas County permitting for CRR1 concurrently with CRR2. We believe sufficient data has been generated and is shown on the CRR2 drawings to begin the Douglas County permitting process for CRR1. The project will also require formal approval of the Hazard Classifications and Design Documents from the DWR Dam Safety Branch.

Wheeler's CRR1 project team includes the same primary team members that participated in the CRR2 design. Todd Street, P.E., will be Wheeler's Project Manager and Principal in charge of the project. Todd will be responsible for leading the design effort, coordinating subconsultants, client and stakeholder communications, and document quality control. John Cox, E.I. will be the Project Engineer and will be primarily responsible for developing and compiling Wheeler's design documents, including drawings, calculations, and specifications. Sean Moran, P.E. will be the Project Mechanical Engineer and Amin Ghorbanpour, P.E. will be the Project Geotechnical Engineer. As with the CRR2 design, a complete senior review of the design package will be completed by Kit Choi, P.E. To improve project continuity, Wheeler will also use the same subconsultant team as used for CRR2. This includes SM&RC Structural Engineers, Inc., for structural engineering, LSI Logical Systems, Inc. for electrical and controls design, and ERO Resources, Inc. for environmental permitting issues. Resumes for key team members are attached to this proposal letter.

Scope of Work

Our proposed scope of work generally includes preparation of the DWR review package, including Construction Drawings, Technical Specifications, Opinion of Probable Cost, and Design Summary Report. Additionally, Wheeler will address DWR and Douglas County comments, prepare a bid package, and complete a bid review for the project. Additional details for our proposed scope of work are provided in the discussion below.

Item 1 – Data Collection and Review

During the CRR2 design, Wheeler generated a substantial amount data related to CRR1 and the site in general. The data consists of topographic site survey data, bathymetric data for CRR1, subsurface data, and CRR2 design data. Wheeler will compile and review the generated data for use in the CRR1 design and identify any remaining site data gaps. Wheeler will also prepare or update CRR1 base mapping for the CRR1 project. Due to the recent nature of the CRR2 design, this task is anticipated to be relatively minor.

Item 2 – Hazard Classifications

Standard Hazard Classification and Hydrologic Hazard Classification will be required for the modified CRR1 dam. Once a preliminary CRR1 grading plan has been developed, Wheeler will complete Hazard and Hydrologic Hazard Classifications for the proposed CRR1 embankment. With minor exceptions in the immediate vicinity of the breach, the inundation model limits will be nearly identical to the CRR2 inundation model. The volume of water stored in CRR1 will be approximately half that stored in CRR2; therefore, we anticipate the CRR1 embankment will be classified as Low Hazard. Because the two reservoirs are not hydraulically connected, we do not anticipate the DWR Dam Safety Branch will require evaluation of a cascading failure of CRR1 and CRR2 and have not included cascading failure routing in this scope of work. Wheeler will present our Hazard Classification recommendations to the DWR Dam Safety Branch in a dedicated Hazard Classification Report.

Item 3 – Reservoir Design

Wheeler will complete the design of the reservoir and prepare supporting design calculations for review by the DWR Dam Safety Branch. We anticipate design calculations will include developing a reservoir inflow hydrograph, reservoir routing and open channel spillway design, stability

Item 4 – Design Documents

Wheeler will prepare a set of project design documents including Construction Drawings, Technical Specifications, Opinion of Probable Cost, Geotechnical Design Report, and Design Summary Report. The design package will be suitable for submittal to the DWR Dam Safety Branch and Douglas County for review, project permitting, bidding, and construction. We propose to submit review drawings at the 30 percent, 90 percent, and final design phases.

Item 5 – Environmental Permitting

We anticipate the environmental permitting will be a relatively minor component of the overall CRR1 project. We do not anticipate the need for 404 permitting. Additionally, we do not anticipate Threatened and Endangered Species impacts beyond what have been identified for the CRR2 project. This task will include updating U.S. Fish and Wildlife Service determination of "No Take" to include the CRR1 project area.

Item 6 – Bid Assistance

Wheeler will provide bid assistance for the CRR1 project. This will consist primarily of preparing bid documents, responding to Requests for Information (RFIs) during bidding, and preparing a bid evaluation. If the CRR1 and CRR2 projects are bid as a single package, the fee associated with Item 6 would be reduced significantly. However, we have provided sufficient budget to bid the two projects separately, if needed.

Item 7 – County Permitting

Wheeler will coordinate with Douglas County Planning and Engineering Departments to obtain county permitting for the project. This will generally require preparation of a Phase III Drainage Report and a Grading, Erosion, and Sediment Control (GESC) Plan, in addition to other minor coordination and reporting. We recommend incorporating the planned CRR1 project into the current CRR2 Douglas County land use application to minimize Douglas County coordination, public notifications, and report preparation efforts.

Item 8 – DWR Dam Safety Permitting

Wheeler will prepare a review submittal to the DWR Dam Safety Branch to obtain approval for the project. We will coordinate periodically throughout the design with Dam Safety to verify they are in general agreement with the design. Following the submittal, Wheeler will coordinate with Dam Safety as needed during the review process and respond to review comments.

Item 9 – Meetings, Coordination, and Project Management

We have included budget for monthly progress meetings, two meetings at Castle Rock, and one stakeholder meeting. We have also included general coordination and project management time in this task.

We and anticipate a final design could be submitted to the DWR Dam Safety Branch for review by November 2022, and project approval could be obtained by April 2023, assuming notice to proceed for this scope of work is provide on or before July 1, 2022. We understand the Town's goal is to bid the CRR1 and CRR2 projects as a single package in late 2022 and begin construction in early 2023. We anticipate the CRR1 design could be incorporated into the CRR2 bid package and changes resulting from the Dam Safety review could be addressed with the successful construction contractor.

Table 1 - Fee Estimate Summary

Task	Phase Description	Fee Estimate
1	Data Collection and Review	\$3,000
2	Hazard Classifications	\$11,600
3	Reservoir Design	\$97,900
4	Design Documents	\$123,200
5	Environmental Permitting	\$4,700
6	Bid Assistance	\$9,400
7	County Permitting	\$13,000
8	DWR Dam Safety Permitting	\$19,100
9	Meetings, Coordination, and Project Management	\$22,900
TOTAL:		\$304,800

Table 2 – Schedule Summary

Milestone	Date
CRR1 Design Notice to Proceed	July 1, 2022
30 Percent Design Submittal	August 25, 2022
90 Percent Design Submittal	October 27, 2022
SEO Review Submittal	November 3, 2022
CRR1 & CRR2 Project Bidding	November 3, 2022
CRR1 & CRR2 Construction Contract Award	February 15, 2023
SEO Project Approval	April 20, 2023
CRR1 Change Order (if needed)	April 27, 2023

Location Map-CRR1 and CRR2 Reservoir Site



ATTACHMENT 1 - WBS SHEET 1 - WORK BREAKDOWN STRUCTURE - CASTLE ROCK RESERVOIR #1 REHABILITATION - W. W. WHEELER HOURS																		
LEVEL 1		LEVEL 2		Staff / Position / Rate										Wheeler Expenses	Sub-consultant +5%	Fee Estimate Sub total	Total	
				Wheeler1	Wheeler2	Wheeler3	Wheeler4	Wheeler2	Wheeler6	Wheeler5	Wheeler7	Wheeler9	Wheeler10				Rounded plus contingency	
				YKC (Review)	GM (Review)	TSS (PM)	TML (Review)	AG (Geotech)	CM (Hydrology)	STM (Mech)	JC / JR (Civil/Geotech)	SAA (Draft)	MJ (Admin)					
				Senior Project Engineer	Senior Project Engineer	Senior Engineer	Project Engineer	Project Engineer	Staff Engineer	Staff Engineer	Assistant Engineer	Cadd/Draftsman	Administrative Assistant					10.00%
				\$182.00	\$182.00	\$168.00	\$154.00	\$154.00	\$127.00	\$127.00	\$114.00	\$89.00	\$84.00					
1	Data Collection and Review - Review and compile existing data	1.1	Compile and Review Topographic and Geotechnical Data			4		4				4			\$0	\$1,644	--	
		1.2	Review & Summarize design details of existing facilities			2				2	4				\$0	\$1,046	--	
		Task Totals	0	0	6	0	4	0	2	4	4	0	0	\$0	\$2,690	\$3,000		
2	Hazard Classifications - Evaluate environmental issues and mitigation strategies associated with the project	2.1	Breach and Inundation modeling			2			20						\$0	\$2,876	--	
		2.2	Hazard Classification Report			2			16						\$0	\$2,368	--	
		2.3	Hydrologic Hazard Classification Report			2			16						\$0	\$2,368	--	
		2.4	Report and Model Review			4	8		8						\$0	\$2,920	--	
		Task Totals	0	0	10	8	0	60	0	0	0	0	0	\$0	\$10,532	\$11,600		
3	Reservoir Design - Design of Reservoir including H&H, Stability, Civil, Piping.	3.1	Generate Inflow Design Flood (existing HMS Model)			2	2		8						\$0	\$1,660	--	
		3.2	IDF Routing / Spillway Design			4	8		24						\$0	\$4,952	--	
		3.3	Embankment and cut slope, slope stability		4	4		40			40				\$0	\$12,120	--	
		3.4	Civil Grading			16					40	40			\$0	\$10,808	--	
		3.5	Piping and Structures			8				40	40				\$0	\$10,984	--	
		3.6	Liner Underdrain Design			4		8			40				\$15,120	\$21,584	--	
		3.7	Structural Design (Fill and discharge structure, misc. concrete)			4				4	8				\$4,208	\$6,300	--	
		3.8	Electrical Design (1 or 2 guard gates)			4				4					\$19,328	\$20,508	--	
		Task Totals	0	4	46	10	48	32	48	168	40	0	0	\$38,657	\$88,917	\$97,900		
4	Design Documents - Prepare stand alone set of CRR1 Design Drawings, project specifications, design summary report and opinion of cost. Generally prepare docs in 30%, 60%, 90, Final sequence.	4.1	Design Drawings (30%,90%, Final)		8	20		20		60	100			\$43,520	\$67,156	--		
		4.2	Construction Specifications		4	8		8		8	24		4		\$3,024	\$10,416	--	
		4.3	Design Summary Report		4	60		40		24	8		4		\$1,008	\$22,272	--	
		4.4	Geotechnical Design Report			4		24			12		4		\$0	\$6,800	--	
		4.5	Opinion of Cost (30%, 90%, Final)		4	8				4	24				\$0	\$5,316	--	
Task Totals	20	4	100	0	92	0	36	128	100	12	0	\$47,552	\$111,960	\$123,200				
5	Environmental Permitting - additional coordination with USFWS to include CRR1 in CRR2 consultation	5.1	USFW Coordination, supplemental to CRR2							4				\$3,780.00	\$4,236	--		
		Task Totals	0	0	0	0	0	0	0	0	4	0	0	0	\$3,780	\$4,236	\$4,700	
6	Bid Assistance - Assist Town of Castle Rock (TCR) in contractor bidding process. Assume project will be bid concurrently with CRR2, additional effort to include CRR1.	6.1	Bidder Pre-approval			4				8					\$1,584	--		
		6.2	Prepare/Update Bid Documents			2				8					\$1,248	--		
		6.3	RFI Response			4				16					\$2,496	--		
		6.4	Bid Review			8				16					\$3,168	--		
		Task Totals	0	0	18	0	0	0	0	48	0	0	0	\$0	\$8,496	\$9,400		
7	Public Process - Assume project will be approved concurrently with CRR2, additional effort to include CRR1. Includes PUD amendment.	7.1	Stakeholder Meetings			4				4					\$1,128	--		
		7.2	Town Council Coordination			4									\$672	--		
		7.3	Douglas County permitting			8					8				\$2,256	--		
		7.4	Phase III Drainage Report			4				16		4			\$2,852	--		
		7.5	Grading, Erosion, and Sediment Control (GESD) Drawings and Report			4				24	16				\$4,832	--		
Task Totals	0	0	24	0	0	0	0	52	20	0	0	\$0	\$11,740	\$13,000				
8	Permitting SEO Design - Submit approval to construct. Assumes separate submittal and comment process from CRR2.	8.1	Initial Submittal			4				4					\$1,128	--		
		8.2	Comment Response			24		16	4	8	40	24	4		\$15,052	--		
		8.3	Coordination			4					4				\$1,128	--		
		Task Totals	0	0	32	0	16	4	8	48	24	4	0	\$0	\$17,308	\$19,100		
9	Project Management- Additional PM time resulting from CRR1 Design	9.1	Budget and schedule management and monitoring			32								\$1,411.20	\$6,787	--		
		9.3	Meetings/ Conferences with TOCR biweekly during design approval from SEO			32		4	4	4	24			\$4,204.20	\$13,948	--		
		Task Totals	0	0	64	0	4	4	4	24	0	0	0	\$5,615	\$20,735	\$22,900		
Total Hours				20	8	300	18	164	100	98	476	188	16	--	--			
Total Fees				\$3,640.00	\$1,456.00	\$50,400.00	\$2,772.00	\$25,256.00	\$12,700.00	\$12,446.00	\$54,264.00	\$16,732.00	\$1,344.00	\$0	\$95,605	\$276,615	\$304,800	

Notes:

- 1) Task totals are rounded up to nearest \$100 for proposal purposes
- 2) Actual hours billed per task may vary
- 3) Assumes CRR1 and CRR2 are bid as single project. Bidding costs are included with CRR2
- 4) Assumes dam will be low hazard and low hydrologic hazard
- 5) No EAP or CDSE for low hazard dam
- 6) Spillway will remain open channel - flows will not change substantially



ATTACHMENT 1 - WBS SHEET 1 - WORK BREAKDOWN STRUCTURE - DESIGN OF CASTLE ROCK RESERVOIR #1 - W. W. WHEELER HOURS												
LEVEL 1		LEVEL 2		Staff / Position / Rate						Expenses	Fee Estimate Sub total	
				SM&RC 1	SM&RC 2	LSI 1	ERO 1	ERO 2	ERO 3			
				JB	ML	TC	Ron Beane	Courtney Marne	Anna Winstrum			
				Structural Engineer	CAD	Controls Engineer	Senior Principal	Biologist 1	Staff Biologist			
				\$120.00	\$75.00	\$167.00	\$194.00	\$142.00	\$99.00			
1	Data Collection - Review and compile existing data	1.1	Compile and Review Topographic and Geotechnical Data								\$0.00	
		1.2	Review design details of existing facilities								\$0.00	
		Task Totals		0	0	0	0	0	0	\$0	\$0	
2	Hazard Classifications - Evaluate environmental issues and mitigation strategies associated with the project	2.1	Breach and Inundation modeling								\$0.00	
		2.2	Hazard Classification Report								\$0.00	
		2.3	Hydrologic Hazard Classification Report								\$0.00	
		2.4	Report and Model Review								\$0.00	
		Task Totals		0	0	0	0	0	0	\$0	\$0	
3	Reservoir Design - Design of Reservoir including H&H, Stability, Civil, Piping.	3.1	Generate Inflow Design Flood (existing HMS Model)								\$0.00	
		3.2	IDF Routing								\$0.00	
		3.3	Embankment and cut slope, slope stability								\$0.00	
		3.4	Civil Grading								\$0.00	
		3.5	Piping and Structures								\$0.00	
		3.6	Structural Design (Fill and discharge structure, misc. concrete)	120							\$14,400.00	
		3.7	Electrical Design (1 or 2 guard gates)			24					\$4,008.00	
		Task Totals		120	0	24	0	0	0	\$0	\$18,408	
4	Design Package - Prepare stand alone set of CRR1 Design Drawings, project specifications, design summary report and opinion of cost. Generally prepare docs in 30%, 60%, 90, Final sequence.	4.1	Design Drawings (30% , 60% , 90% , Final)	172	224	24					\$41,448.00	
		4.2	Construction Specifications	24								\$2,880.00
		4.3	Design Summary Report	8								\$960.00
		4.4	Opinion of Cost									\$0.00
		Task Totals		204	224	24	0	0	0	\$0	\$45,288	
5	Environmental Permitting - additional coordination with USFWS to include CRR1 in CRR2 consultation and discussion. No 404	5.1	USFW Coordination, supplemental to CRR2				6	6	16		\$3,600.00	
		5.2	Grading, Erosion, and Sediment Control (GESC) Drawings and Report									\$0.00
		Task Totals		0	0	0	6	6	16	\$0	\$3,600	
7	Bid Assistance - Assist Town of Castle Rock (TCR) in contractor bidding process. Assume project will be bid concurrently with CRR2, additional effort to include CRR1.	6.1	Bidder Pre-approval								\$0.00	
		6.2	Prepare Bid Documents									\$0.00
		6.3	RFI Response									\$0.00
		6.4	Bid Review									\$0.00
		Task Totals		0	0	0	0	0	0	\$0	\$0	
8	Public Process - Assume project will be approved concurrently with CRR2, additional effort to include CRR1. Includes PUD amendment.	7.1	Stakeholder Meetings								\$0.00	
		7.2	Town Council Coordination									\$0.00
		7.3	PUD Amendment									\$0.00
		Task Totals		0	0	0	0	0	0	\$0	\$0	
10	Permitting SEO Design - Submit approval to construct. Assumes separate submittal and comment process from CRR2.	8.1	Initial Submittal								\$0.00	
		8.2	Comment Response									\$0.00
		8.3	Coordination									\$0.00
		Task Totals		0	0	0	0	0	0	\$0	\$0	
12	Project Management- Additional PM time resulting from CRR1 Design	9.1	Budget and schedule management and monitoring				4	4			\$1,344.00	
		9.3	Meetings/ Conferences with TOCR biweekly during design approval from SEO				6	20			\$4,004.00	
		Task Totals		0	0	0	10	24	0	\$0	\$5,348	
Total Hours				324	224	48	16	30	16	--	--	
Total Fees				\$38,880.00	\$16,800.00	\$8,016.00	\$3,104.00	\$4,260.00	\$1,584.00	\$0	\$72,644	

- Notes:
- 1) Task totals are rounded up to nearest \$100 for proposal purposes
 - 2) Actual hours billed per task may vary
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**W. W. Wheeler and Associates
Castle Rock Reservoir No. 1 Rehabilitation
Proposed Project Schedule**

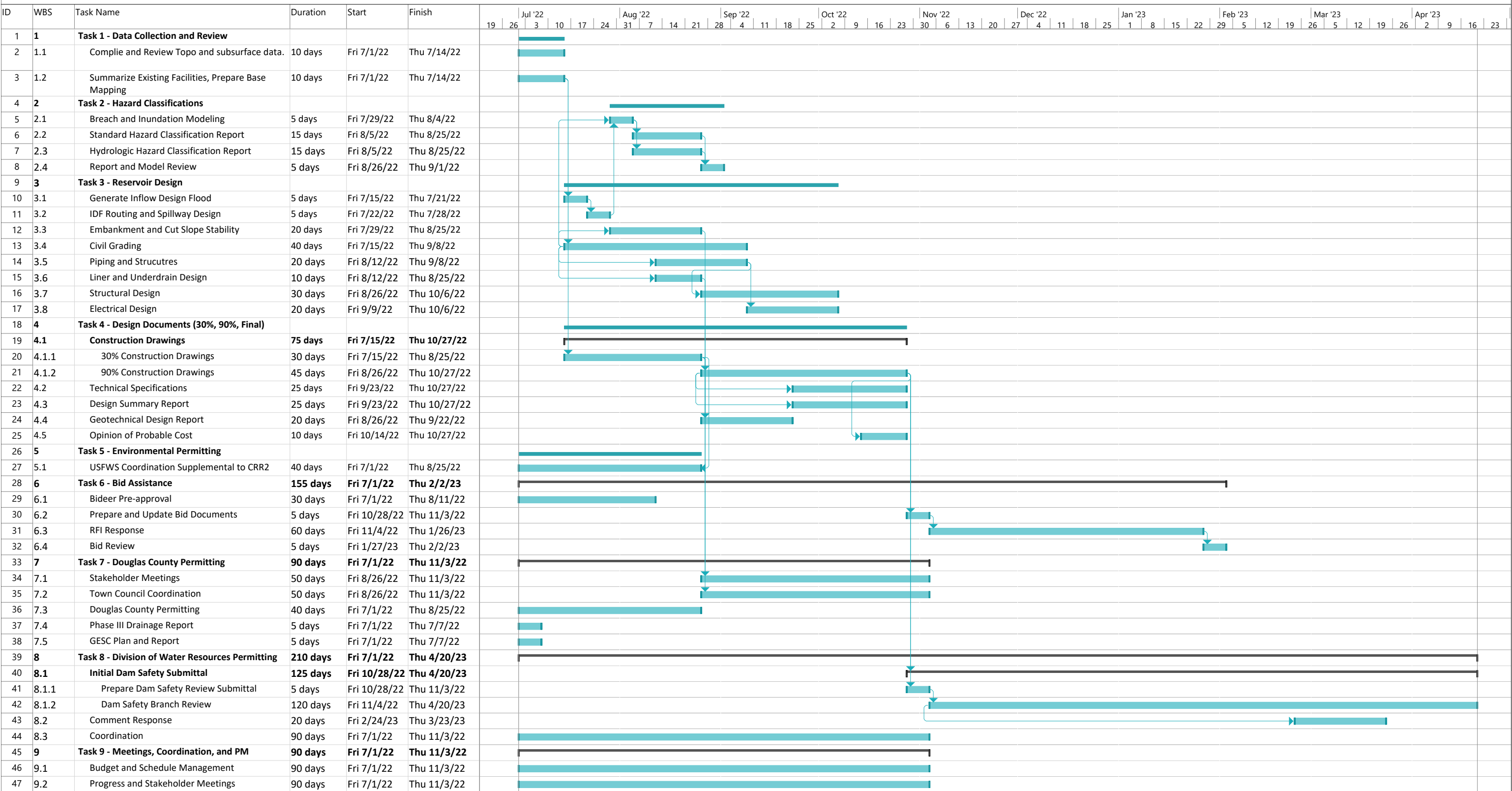




EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE

Client#: 1086027		WWWHE		DATE (MM/DD/YYYY) 8/01/2022													
ACORD™ CERTIFICATE OF LIABILITY INSURANCE																	
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 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com														
INSURED W. W. Wheeler & Associates, Inc. 3700 S. Inca Street Englewood, CO 80110			INSURER(S) AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Ins Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : Hartford Accident and Indemnity Co</td> <td>22357</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>			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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INSURER D : Hartford Accident and Indemnity Co	22357																
INSURER E :																	
INSURER F :																	
<div style="display: flex; justify-content: space-between;"> <div>COVERAGES</div> <div>CERTIFICATE NUMBER:</div> <div>REVISION NUMBER:</div> </div>																	
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	<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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 - COMPOP AGG \$4,000,000 \$										
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> 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? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGIN4524	08/03/2022	08/03/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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				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 													

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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, _____ (printed name), an authorized representative of **W.W. WHEELER & ASSOCIATES, INC.**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.**
- **I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR/CONSULTANT/VENDOR

W.W. WHEELER & ASSOCIATES, INC.

By: _____

Name

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 20__ by _____ as _____ of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires:

Notary Public