



**TOWN OF CASTLE ROCK  
SERVICES AGREEMENT  
(LIRF Quantification Project Phase 2)**

---

**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 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 \$336,000.00, unless authorized in writing by Town.

**Section 3. Completion.** Consultant shall commence the Services on November 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 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 Castle Rock Water

**CONSULTANT:**

**W.W. WHEELER & ASSOCIATES, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT 1

### SERVICES AND FEE SCHEDULE

Consultant's Services include a continuation of Phase 1 monitoring, data collection, and modeling as well as an oversight of construction of the 5 remaining monitoring wells, well permitting, filing water court applications, and a conceptualized plan for Phase 3. More specifically, Consultant's Services are as follows:

**Phase 2 Kickoff and Planning Meetings.** This task includes the LIRF planning meeting that was held in November 2021 at Castle Rock, together with additional planning meetings, including discussions of specific options for groundwater modeling strategies. (Wheeler, Hydrokinetics, Principia & Town)

**Surface Streamflow.** We will continue to make streamflow measurements and calculations in an effort to provide documentation of the "gaining" nature of streamflow along East Plum Creek and along Cherry Creek that may be consistent with accretions of LIRF in those two streams. To that end, we will perform the following tasks. We have noted whether Wheeler, Hydrokinetics, or Principia will be predominantly responsible for completion of each task.

1. Continue with once-per-month monitoring of streamflow at the two locations in the East Plum Creek basin and three locations in the Cherry Creek basin. To the extent possible, we will avoid making these measurements during periods of wet weather. If there are months of unusually high streamflow, we may skip those months. This work is currently being billed to Wheeler's On-Call work. (Wheeler)
2. Cherry Creek apparently carries substantial underflow, and we presume that such underflow is probably a greater amount at the downstream monitoring location near Bayou Gulch, compared with the underflow at the Cherry Creek near Franktown gage. We will estimate the amount of underflow at those two locations on Cherry Creek. (Hydrokinetics)
3. Incorporate the results of this streamflow monitoring program in the draft report in Task 20 below. (Wheeler)

#### **Additional LIRF Monitoring Well Construction and Related Work**

4. Assist Town staff in selecting four additional monitoring well sites in the Red Hawk area. (Wheeler and Hydrokinetics)
5. Prepare well permit applications for 5 additional monitoring wells. (Hydrokinetics)
6. Observe construction of one Sapphire Point monitoring well. (Hydrokinetics)
7. Observe construction for four Red Hawk monitoring wells. (Hydrokinetics)
8. Remove sediment from 28 existing wells and five new wells by water jetting. (Hydrokinetics)
9. Recover the existing transducer in the BP Dawson well, if possible. (Hydrokinetics)
10. Deleted item.
11. Revise technical memo to include the five new monitoring wells. (Hydrokinetics)

### **Obtain Monthly Data from Monitoring Wells**

We understand that this task will be performed by Town staff. (Town)

### **Review Data, Estimate Losses, and Estimate the Timing of LIRF to East Plum Creek and Cherry Creek**

12. Assemble the available data to confirm if sufficient data is available to develop concepts for the modeling that will be used to confirm whether LIRF accrues to East Plum Creek, to determine whether there are significant losses in such return flow, and to identify the lagged timing of LIRF in the East Plum Creek basin, including unit response functions. Depending on the modeling inputs and results, the Town's service area in the basin may need to be broken down into several different zones, each with their own set of unit response functions. (Principia, Hydrokinetics, and Wheeler)

13. Same as Task 12 for the Cherry Creek basin. (Principia, Hydrokinetics, and Wheeler)

Prior to completing the analyses for Tasks 12 and 13, we cannot foresee whether the assembled data will be fully adequate to support the calculations of any losses of LIRF and/or the timing of LIRF to East Plum Creek and Cherry Creek. To the extent it is determined that additional data requirements are identified in Tasks 12 and 13, a supplemental scope of work and estimated cost schedule will be submitted to the Town for the acquisition of additional data that may be needed.

14. Based on the results of Task 12, estimate any losses of return flows and analyze the timing of return flows to East Plum Creek. We presume that the analysis will result in development of sets of unit response functions (URFs) for various sections of the Town's water service area in the East Plum Creek basin, probably excluding the timing related to the Zone 1 and Zone 2 areas that have already been the subject of decrees. We anticipate that data from the Town's GIS will be needed to calculate the numbers of water accounts in numerous geographic bands within each of the modeled areas. (Principia)

15. Same as Task 14, but for the Cherry Creek basin. We presume that the modeling in the Cherry Creek basin would be divided among the sub-basins for Willow Creek, Mitchell Gulch, McMurdo Gulch, and Scott Gulch. (Principia)

### **Random Sample Calculations for LIRF Quantification**

It is noted that Castle Rock's existing decrees for Zones 1 and 2 LIRF credit in the East Plum Creek basin requires a new random sample of accounts within those two zones each five years. The next five-year random sample for Zones 1 and 2 is due to be completed during the winter of 2023-2024. The decrees require such random sample to come from accounts in Zones 1 and 2, so it does not appear that the existing random sample can be combined for use in Zone 3, unless there is Water Court approval of this minor change.

16. Town staff will select a random sample of at least 100 residential accounts in Zone 3 of the East Plum Creek basin, plus selected irrigated parks and school grounds. Similarly, the Town will select a random sample of at least 100 residential accounts in the Cherry Creek basin, plus selected irrigated parks and school grounds. (Town and Wheeler)
17. Determine the irrigated and tree canopy area for each selected account and calculate the average LIRF quantity for the accounts in the samples, in accordance with the Cottonwood Curve methodology, using the most recent three years of monthly meter data for these accounts provided by the Town. (Wheeler)

18. Calculate the amount of LIRF deep percolation and surface return flow for Zone 3 areas in the East Plum Creek basin, extrapolated to include all of the residential lawns, together with selected parks and school grounds, using the most recent three years of monthly meter data for these accounts provided by the Town. (Wheeler)
19. Calculate the amount of LIRF deep percolation and surface return flow for the Cherry Creek basin, extrapolated to include all of the residential lawns, together with selected parks and school grounds. (Wheeler)
20. Cherry Creek return flows consist of the sub-basins of Willow Creek, Mitchell Gulch, McMurdo Gulch, and Scott Gulch. Calculate the amount of deep percolation and surface return flows within each of those sub-basins basins, based on data provided by Town staff concerning the relative numbers of water accounts in each sub-basin. (Wheeler)
21. Apply the results of the groundwater modeling to calculate the monthly timing of LIRF deep percolation and surface return flows to East Plum Creek and to Cherry Creek. (Wheeler and Principia)

#### **Prepare Preliminary Engineering Reports**

22. Prepare draft preliminary engineering reports to support the potential Water Court applications, assuming there will be separate reports for Zone 3 return flows in the East Plum Creek basin and for Cherry Creek. We do not know at this time if this will be a combined report, or if there will be separate reports by Wheeler, Hydrokinetics, and Principia, but these reports will be coordinated in content. These reports will summarize the information developed per the Tasks set forth above. (Wheeler, Hydrokinetics, and Principia)
23. After receiving comments, finalize the preliminary reports. (Wheeler, Hydrokinetics, and Principia)

#### **Assist with Preparation of Water Court Applications**

The purpose of the applications will be to seek Water Court approval of the Town's LIRF claims in the East Plum Creek basin and in the Cherry Creek basin. We presume that the application in the East Plum Creek basin would include a claim to use of Zones 1 and 2 LIRF in the Meadows for purposes in addition to augmentation of certain Denver Basin wells.

24. Provide engineering input for the Water Court applications, including any supporting maps. (Wheeler, Hydrokinetics, and Principia)

#### **Continued Engineering Support after Filing the Water Court Applications**

This would be the subject of a separate Phase 3 scope of work.

#### **PROPOSED PROJECT SCHEDULE**

The conceptual schedule for completion of the Phase 2 scope of work includes the following:

<b>Activity</b>	<b>Proposed Schedule</b>	<b>Comments</b>
Streamflow monitoring and calculations	April 2022-Dec 2023	Monitoring by Wheeler, underflow calculations by Hydrokinetics
Complete the remaining monitoring wells	Sept 2022-March 2023	Town staff and its drilling contractor, with assistance by Hydrokinetics
Obtain monthly data from monitoring wells	April 2022 - Dec 2023	Town staff
Groundwater modeling to calculate LIRF unit response functions	Jul - Nov 2023	Principia, with assistance by Wheeler and Hydrokinetics
Random sample calculations for residential and selected irrigation accounts	Jan - Apr 2023	Wheeler, with assistance by Town Staff
Prepare preliminary engineering reports to support Water Court applications	Sept - Nov 2023	Wheeler, Hydrokinetics & Principia
Assist with preparation of Water Court applications	Nov - Dec 2023	Wheeler, Hydrokinetics & Principia assistance to Castle Rock legal counsel
File Water Court applications	Dec 2023	Castle Rock legal counsel



## COST PROPOSAL

Table 1 is a summary of the estimated costs for each task, which includes estimated person-hours, and the estimated effort by Wheeler, Hydrokinetics, and Principia.

Wheeler	\$139,382
Hydrokinetics	130,005
Principia	58,900
Reimbursed expenses	7,380
<b>Total</b>	<b>\$335,667</b>
<b>Round to</b>	<b>\$336,000</b>

**TABLE 1**  
**CASTLE ROCK LIRF QUANTIFICATION PROJECT - PHASE 2**  
**FEE SCHEDULE FOR W. W. WHEELER & ASSOCIATES PROJECT TEAM**  
**INCLUDING SUBCONSULTANTS HYDROKINETICS, INC AND PRINCIPIA MATHEMATICA, INC.**

Task No.	Task Name	Total Hours (including subs)	Wheeler Labor Cost	Hydrokinetics Labor Cost	Principia Labor Cost	Expenses	Total
	<b>Project Kickoff and Planning</b>						
0	Planning meetings	61	\$3,596	\$2,790	\$6,600	\$500	\$13,486
	<b>Surface Streamflow Measurements</b>						
1	Future once-per-month streamflow monitoring	102	\$13,572	\$0	\$0		\$13,572
2	Cherry Creek underflow calculations	80	\$1,798	\$14,160	\$0		\$15,958
3	Incorporate results of streamflow monitoring program into draft report	36	\$5,911	\$1,560	\$0		\$7,471
	<b>Task Group Totals</b>	218	\$21,281	\$15,720	\$0	\$1,780	<b>\$38,781</b>
	<b>Additional LIRF Monitoring Well Construction and Related Work</b>						
4	Assist Town staff in selecting additional monitoring well sites in Red Hawk area	45	\$4,494	\$4,875	\$0		\$9,369
5	Prepare well permit applications for 5 additional monitoring wells	12	\$0	\$2,340	\$0		\$2,340
6	Observe construction of one Sapphire Point monitoring well	26	\$0	\$5,070	\$0		\$5,070
7	Observe construction for 4 Red Hawk monitoring wells	100	\$0	\$19,500	\$0		\$19,500
8	Remove sediment from 28 existing wells and five new wells by water jetting	160	\$0	\$31,200	\$0		\$31,200
9	Recover the existing transducer in the BP Dawson Well, if possible	2	\$0	\$390	\$0		\$390
10	Deleted item	0	\$0	\$0	\$0		\$0
11	Revise technical memo to include the five new monitoring wells	17	\$0	\$3,315	\$0		\$3,315
	<b>Task Group Totals</b>	362	\$4,494	\$66,690	\$0	\$3,200	<b>\$74,384</b>
	<b>Review Data, Estimate Losses and Timing of Return Flows</b>						
12	Assemble data for East Plum Creek basin, and evaluate	108	\$5,139	\$8,780	\$8,750		\$22,669
13	Assemble data for Cherry Creek basin, and evaluate	108	\$5,139	\$8,780	\$8,750		\$22,669
14	Estimate losses of return flows and analyze the timing of return flows to East Plum Creek	64	\$3,596	\$1,560	\$8,750		\$13,906
15	Estimate losses of return flows and analyze the timing of return flows to Cherry Creek	53	\$1,124	\$1,560	\$8,750		\$11,434
	<b>Task Group Totals</b>	333	\$14,997	\$20,680	\$35,000	\$200	<b>\$70,877</b>
	<b>Random Sample Calculations for LIRF Quantification</b>						
16	Town staff select random samples of accounts to be used in the LIRF quantification, plus selection of ten parks and school areas	6	\$1,348	\$0	\$0		\$1,348
17	Determine irrigated areas and tree canopy areas for lawns in the random samples	216	\$27,764	\$0	\$0		\$27,764
18	Calculate LIRF deep percolation and surface return flow in the East Plum Creek basin for Zone 3	16	\$3,596	\$0	\$0		\$3,596
19	Calculate the LIRF deep percolation and surface return flow in the Cherry Creek basin	16	\$3,596	\$0	\$0		\$3,596
20	Calculate the LIRF deep percolation and surface return flow for Willow Creek and Mitchell, McMurdo, and Scott gulches	12	\$2,697	\$0	\$0		\$2,697
21	Apply the groundwater modeling results to calculate the monthly timing of LIRF to East Plum Creek and each stream in the Cherry Creek basin	108	\$17,045	\$0	\$1,800		\$18,845
	<b>Task Group Totals</b>	374	\$56,044	\$0	\$1,800	\$1,100	<b>\$58,944</b>
	<b>Prepare Preliminary Engineering Reports</b>						
22	Prepare draft engineering reports to support the potential Water Court applications	256	\$28,459	\$10,975	\$10,000		\$49,434
23	Finalize the preliminary engineering reports	49	\$4,240	\$3,200	\$2,800		\$10,240
	<b>Task Group Totals</b>	305	\$32,699	\$14,175	\$12,800	\$400	<b>\$60,074</b>
	<b>Assistance with Preparation of Water Court Applications</b>						
24	Provide engineering input for the Water Court applications	96	\$6,271	\$9,950	\$2,700	\$18,921	\$37,842
	<b>Task Group Totals</b>	96	\$6,271	\$9,950.00	\$2,700.00	\$200	<b>\$19,121</b>
	<b>Project Totals:</b>	<b>1749</b>	<b>\$139,382</b>	<b>\$130,005</b>	<b>\$58,900</b>	<b>\$7,380</b>	<b>\$335,667</b>

Castle Rock LIRF Project - Phase 2  
Work Breakdown Schedule  
9/30/2022

Task	Sub-Task		Position / Rate / SubTotals												Project Team Sub-Task Total
			Wheeler					Hydrokinetics, Inc.			Principia Mathematica, Inc.				
			Chief Engineer	Senior Engineer	Project Engineer	Assistant Engineer	Technician III	Wheeler Sub-Task Total	Senior Project Engineer	Project Engineer	Hydrokinetics Sub-Task Total	Senior Project Engineer	Project Engineer	Principia Sub-Task Total	
			\$224.72	\$192.92	\$178.08	\$120.84	\$93.28		\$205.00	\$195.00		\$225.00	\$200.00		
			Gary	Bret	Christine	John		S. Mefford	P. O'Brien		W. Schreuder	S. Cole			
Project Kickoff															
	0	Planning meetings	16					\$3,596	6	8	\$2,790	16	15	\$6,600	\$12,986
	Task Group Fees Totals		16	0	0	0	0	\$3,596	6	8	\$2,790	16	15	\$6,600	\$12,986
	Task Group Expenses Totals							\$200		300	\$200			\$100	\$500
Surface Streamflow Monitoring															
	1	Future once-per-month streamflow monitoring	12			90		\$13,572			\$0			\$0	\$13,572
	2	Cherry Creek underflow calculations	8					\$1,798	12	60	\$14,160			\$0	\$15,958
	3	Incorporate results of streamflow monitoring program into draft report	16	12				\$5,911		8	\$1,560			\$0	\$7,471
	Task Group Fees Totals		36	12	0	90	0	\$21,281	12	68	\$15,720	0	0	\$0	\$37,001
	Task Group Expenses Totals							\$1,280		300	\$500				\$1,780
Monitoring Well Construction and Related Work															
	4	Assist Town staff in selecting additional monitoring well sites in Red Hawk area	20					\$4,494		25	\$4,875			\$0	\$9,369
	5	Prepare well permit applications for 5 additional monitoring wells						\$0		12	\$2,340			\$0	\$2,340
	6	Observe construction of one Sapphire Point monitoring well						\$0		26	\$5,070			\$0	\$5,070
	7	Observe construction for 4 Red Hawk monitoring wells						\$0		100	\$19,500			\$0	\$19,500
	8	Remove sediment from 28 existing wells and five new wells by water jetting						\$0		160	\$31,200			\$0	\$31,200
	9	Recover the existing transducer in the BP Dawson Well, if possible						\$0		2	\$390			\$0	\$390
	10	Deleted item						\$0			\$0			\$0	\$0
	11	Revise technical memo to include the five new monitoring wells						\$0		17	\$3,315			\$0	\$3,315
	Task Group Fees Totals		0	0	0	0	0	\$4,494	0	317	\$66,690	0	0	\$0	\$71,184
	Task Group Expenses Totals							\$200			\$3,000			\$0	\$3,200
	Review Data, Estimate Losses and Timing														
12		Assemble data for East Plum Creek basin	16	8				\$5,139	20	24	\$8,780	30	10	\$8,750	\$22,669
13		Assemble data for Cherry Creek basin	16	8				\$5,139	20	24	\$8,780	30	10	\$8,750	\$22,669
14		Estimate losses and timing of return flows to East Plum Creek	16					\$3,596		8	\$1,560	30	10	\$8,750	\$13,906
15		Estimate losses and timing of return flows to Cherry Creek	5					\$1,124		8	\$1,560	30	10	\$8,750	\$11,434
Task Group Fees Totals		53	16	0	0	0	\$14,997	40	64	\$20,680	120	40	\$35,000	\$70,677	
Task Group Expenses Totals							\$200			\$0			\$0	\$200	
ing Calculations															
	16	Town staff select random samples of accounts, plus selection of ten parks and school areas	6					\$1,348			\$0			\$0	\$1,348
	17	Determine irrigated areas and tree canopy areas for lawns in the random samples	16			200		\$27,764			\$0			\$0	\$27,764
	18	Calculate the LIRF deep percolation and surface return flow in the East Plum Creek basin for Zone 3	16					\$3,596			\$0			\$0	\$3,596

Castle Rock LIRF Project - Phase 2  
Work Breakdown Schedule  
9/30/2022

Task	Sub-Task		Position / Rate / SubTotals											Project Team Sub-Task Total		
			Wheeler					Hydrokinetics, Inc.			Principia Mathematica, Inc.					
			Chief Engineer	Senior Engineer	Project Engineer	Assistant Engineer	Technician III	Wheeler Sub-Task Total	Senior Project Engineer	Project Engineer	Hydrokinetics Sub-Task Total	Senior Project Engineer	Project Engineer		Principia Sub-Task Total	
			\$224.72	\$192.92	\$178.08	\$120.84	\$93.28		\$205.00	\$195.00		\$225.00	\$200.00			
			Gary	Bret	Christine	John		S. Mefford	P. O'Brien		W. Schreuder	S. Cole				
Assist with Water Court Application	Prepare Preliminary Engineering Reports	19	Calculate the LIRF deep percolation and surface return flow in the Cherry Creek basin	16				\$3,596			\$0			\$0	\$3,596	
		20	Calculate the LIRF deep percolation and surface return flow for Willow Creek and Mitchell, McMurdo, and Scott gulches	12				\$2,697			\$0			\$0	\$2,697	
		21	Apply the groundwater modeling results to calculate the monthly timing of LIRF to East Plum Creek and each stream in the Cherry Creek basin	20	40		40	\$17,045			\$0	8		\$1,800	\$18,845	
		Task Group Fees Totals		86	40	0	240	\$56,044	0	0	\$0	8	0	\$1,800	\$57,844	
		Task Group Expenses Totals						\$1,000			\$0			\$100	\$1,100	
		22	Prepare draft engineering reports to support the potential Water Court applications	60	40	24		32	\$28,459	25	30	\$10,975	40	5	\$10,000	\$49,434
		23	Finalize the preliminary engineering reports	12	8				\$4,240	8	8	\$3,200	8	5	\$2,800	\$10,240
		Task Group Fees Totals		72	48	24	0	32	\$32,699	33	38	\$14,175	48	10	\$12,800	\$59,674
		Task Group Expenses Totals							\$300			\$0			\$100	\$400
		24	Provide engineering input for the Water Court applications	16	10			8	\$6,271	20	30	\$9,950	12		\$2,700	\$18,921
		Task Group Fees Totals		16	10	0	0	8	\$6,271	20	30	\$9,950	12	0	\$2,700	\$18,921
		Task Group Expenses Totals													\$100	\$200
		Grand Total - Fees		279	126	24	330	40	\$139,382	111	525	\$130,005	204	65	\$58,900	\$328,287
		Grand Total Expenses							\$3,280			\$3,700			\$400	\$7,380

## W. W. Wheeler &amp; Associates, Inc. (2022 rates)

Name	Positon	Target Rate
	Admin Assistant	\$84.00
	Assistant Engineer	\$112.00
	Associate Engineer	\$140.00
	CAD Draftsman	\$89.00
	Chief Engineer	\$212.00
	Junior Engineer	\$102.00
	Project Engineer	\$154.00
	Senior Engineer	\$168.00
	Senior Project Engineer	\$182.00
	Senior WR Engineer	\$197.00
	Senior Geo Engineer	\$197.00
	Staff Engineer	\$127.00
	Technician I	\$59.00
	Technician II	\$73.00
	Technician III	\$88.00

## Hydrokinetics (2022 rates)

Scott Mefford	\$205.00
Patrick O'Brien	\$195.00

## Principia Mathematic (2022 rates)

Willem Schreuder	\$225.00
Steve Cole	\$200.00



## EXHIBIT 2

## CONSULTANT'S CERTIFICATION OF INSURANCE

Client#: 1086027

WWWHE

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/01/2022

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

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

<b>PRODUCER</b> USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com	
<b>INSURED</b> W. W. Wheeler & Associates, Inc. 3700 S. Inca Street Englewood, CO 80110		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Casualty Insurance Company NAIC # 29424 INSURER B: Hartford Ins Co of the Midwest 37478 INSURER C: XL Specialty Insurance Company 37885 INSURER D: Hartford Accident and Indemnity Co 22357 INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

NR	TYPE OF INSURANCE	ADOL	SUBR	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 - COMPROP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGIN4524	08/03/2022	08/03/2023	<input checked="" type="checkbox"/> PER <input type="checkbox"/> 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, \_\_\_\_\_, 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