TOWN OF CASTLE ROCK
SERVICES AGREEMENT
(Platte Valley Water Partnership Water Court Case Support – Castle Rock Water)

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 Inca Street, Englewood, Colorado 80110 ("Consultant").

RECITALS:

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

TERMS:

1. **Scope of Services.** Consultant shall provide all of the services as set forth on ***Exhibit 1*** ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment**. Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in ***Exhibit 1***. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed $510,000.00, unless authorized in writing by Town.

3. **Term/Completion.** The term of this Agreement shall commence upon execution of this Agreement and expire on June 16, 2026 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this paragraph prohibits the parties from amending the payment section should the Parties elect to extend the term of the Agreement. Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. 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.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) 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. Upon termination, Consultant shall immediately turn over all work product, materials, deliverables created up to the point of termination.

5. **Subconsultants.** Consultant may utilize subconsultants to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval. Consultant shall be solely responsible for payment to such approved subcontractor.

6. **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.

7. **Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.

8. **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.

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as ***Exhibit* 2**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. 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 may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds**: For Commercial General Liability and Automobile Liability, Consultant and subconsultant's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation and Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 products and completed operations aggregate, and $2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

10. **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 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.

11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents 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 Services 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. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any party of the 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.

13. **Additional Documents & Entire Agreement.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, 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.

14. **Time 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.

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 ten (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 incidental, consequential, punitive or exemplary damages in the event of a default.

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.

17. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms or this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.

19. **Digital Accessibility.** Contractor shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility Guidelines ("WCAG") followed by the

State of Colorado. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

20. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.

21. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

22. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

23. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law.

24. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.

25. **Independent Consultant.** Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. 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.

26. **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.

27. **Counterparts & Electronic Signatures.** 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. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Certificate of Insurance; and (3) Exhibit containing Services and Fee Schedule.

ATTACHED EXHIBITS:
EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE
EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

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ATTEST:

Lisa Anderson, Town Clerk

Approved as to form:

Sarah Jean Rodger, Assistant Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Mark Marlowe, Director of Castle Rock Water

CONSULTANT:

W. W. WHEELER & ASSOCIATES, INC.

By: _____

Its: Principal

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

W. W. WHEELER
& ASSOCIATES, INC.
Water Resources Engineers
WWW.WWWHEELER.COM

May 29, 2025

Zuzana Howard
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

Proposal to Castle Rock Water – Platte Valley Water Partnership, Case No. 21CW3185

Dear Zuzana:

W. W. Wheeler and Associates, Inc. (Wheeler) is pleased to submit this proposal for Engineering Services associated with Castle Rock Water's participation in the Platte Valley Water Partnership, including acting as Castle Rock Water's Expert Engineer in Case No. 21CW3185. This scope of work covers Wheeler's tasks required to complete an expert report, review Opposers reports and prepare a rebuttal report. It does not include any trial preparation, or settlement negotiations. The initial expert report is due in January 2026 and requires Wheeler to review and summarize work conducted by several other firms including:

- RJH Consultants, Inc – Design and cost estimate of Fremont Butte Reservoir.
- Jacobs Engineering Group, Inc. – Preliminary design and cost estimate for pipelines, pump stations, water treatment, and forebay storage.
- Moore Engineering, Inc. – Review and coordination on operational modeling.
- ERO Resources Corporation – Review of environmental permitting requirements.
- Harvey Economics – Evaluation of can and will requirements.

Copies of each sub-consultant's scope of work are provided in Attachment A.

Wheeler's Proposed Scope of Work

Wheeler will complete the following scope of work:

- Project Management – Wheeler will conduct 10 progress meetings to coordinate work and meet the required deadlines.
- Operational Modeling – Wheeler will prepare several operational models that will be used to determine the yield of the water rights sought and develop engineering analyses used in the Expert Report.

3700 S. Inca Street | Englewood, CO 80110-3405
303-761-4130 | fax 303-761-2802

- Review of Sub-Consultant Work – Wheeler will review and summarize the work conducted by the sub-consultants and include a written summary in the Expert Report.
- Prepare an Expert Report in Case No. 21CW3185 – Wheeler will prepare a final Expert Repot for Case No. 21CW3185, due in January 2026.
- Review Opposers Reports – Wheeler will review Opposers' expert reports and develop engineering to address the concerns raised as directed by Castle Rock Water.
- Prepare a Rebuttal Report – Wheeler anticipates preparing 1 rebuttal report to address the issues raised by Opposers.

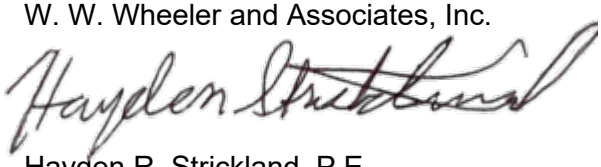
Cost Estimates

We estimate that the cost to complete scope of work described above will be $510,000 and such cost will not be exceeded without justification and your prior written consent. Table 1 provides a breakout of costs by task, including sub consultant fees. Wheeler will bill Castle Rock on a time and materials basis at our current rates, and will charge 5% on all sub-contractor invoices, which cover Wheeler's increased costs to obtain professional liability insurance when hiring subcontractors.

We look forward to the prospect of working with you and other Castle Rock Water staff concerning this matter.

Very truly yours,

W. W. Wheeler and Associates, Inc.



Hayden R. Strickland, P.E.

Attachments:

Attachment A – Subcontractors Scope of Work and Fees.

Table 1 – Cost Estimate.

Category	Task		Cost
Prepare Initial Expert Report	Project Management		$9,850
	Analysis		$66,192
	Report Prep		$47,280
	Subcontractors		$248,708
	RJH	$114,000	
	Jacobs	$25,000	
	Moore	$25,000	
	ERO Resources	$26,468	
	Harvey Economics	$58,240	
	Sub-Contractor Markup (5%)		$12,435
	Subtotal		**$384,465**
Opposer Report Review	Project Management		$1,773
	Review of Opposer Reports		$19,700
	Subcontractors		$17,500
	Sub-Contractor Markup (5%)		$875
	Subtotal		**$39,848**
Rebuttal Report	Project Management		$1,773
	Prepare Report		$36,248
	Subtotal		**$38,021**
	Project Subtotal		**$462,334**
	Contingency (10%)		$46,233
	Project Total, Rounded		**$510,000**

ATTACHMENT A

RJH Consultants, Inc.

Revised May 5, 2025

April 7, 2025
Proposal 25P013

Hayden Strickland, P.E.
W.W. Wheeler & Associates, Inc.
3700 South Inca Street, Englewood, CO 80110
Hayden.strickland@wwwheeler.com

Re: Fremont Butte Dam and Reservoir Project
Proposal for Reservoir Enlargement to Accommodate Castle Rock Storage

Dear Mr. Strickland:

RJH Consultants, Inc. (RJH) is pleased to submit this proposal to assist W.W. Wheeler & Associates (Wheeler) and the Town of Castle Rock (Castle Rock) with development of a concept level design and cost opinion to increase the storage in the proposed Fremont Butte Reservoir in Washington County, Colorado by 8,000 acre-feet (ac-ft). Our understanding of the Project, objectives of this phase of work, basis of estimate, scope, schedule, and estimated fees are presented in the following sections.

Background

RJH recently completed a site investigation and concept design for Fremont Butte Dam and Reservoir for Parker Water & Sanitation District (PWSD). The concept developed for PWSD included a reservoir with about 72,000 ac-ft of normal storage. It is our understanding that Castle Rock desires to store about 8,000 ac-ft of water in Fremont Butte Reservoir, which would increase the normal storage capacity to 80,000 ac-ft. The purpose of this Project will be to develop a concept-level design and cost opinion for a dam and reservoir with total normal storage of 80,000 ac-ft.

Scope of Work

Based on our current understanding of the Project, we propose to perform the following:

- Develop an elevation-area-capacity curve for the reservoir and identify the normal water surface elevation for 80,000 ac-ft of storage.
- Develop the general size and configuration for a spillway on the left abutment to safely pass the inflow design flood (IDF) and the associated dam crest elevation. RJH will consider up to three concepts to safely pass or store the IDF, discuss the advantages and

disadvantages of each concept with Wheeler and Castle Rock, and select one to advance and include in the concept design.

- Select appropriate armoring materials for the spillway channel based on expected velocities and judgement.
- Perform hydraulic sizing of low-level outlet works components (inlet openings, conduit size, etc.) to meet operational and dam safety requirements. Also, develop the size and configuration of structural components.
- Perform two-dimensional limit equilibrium stability analyses for one typical maximum cross section to identify embankment slopes.
- Identify appropriate limits of the seepage barrier in the dam foundation and reservoir rim.
- Develop concept figures to illustrate the size and configuration for Project components.
- Develop an opinion of probable project costs (OPPC) based on the concepts developed.
- Prepare a draft and final concept design report.
- Attend regular Project team coordination meetings.
- Manage and coordinate RJH's work including staffing the job, invoicing, progress reporting, and quality assurance reviews.

Deliverables:

- Draft and final versions of the concept design report in electronic .pdf format.
- Monthly invoices and progress reports.

Schedule

Based on our current understanding of the Project, we anticipate the work could be initiated within about 1 week from Notice-to-Proceed. We anticipate the Opinion of Probable Costs can be provided by July 31, 2025; the draft concept design report can be provided by August 30, 2025; and the final design report can be provided within 3 weeks after comments on the draft report are received.

Budget

We propose to complete the work described in the Scope of Work on a time and expense basis in accordance with the attached Fee Schedule, W.W. Wheeler Subconsultant Services Agreement, and Third Amendment to On-Call Services Agreement between W.W. Wheeler and Town of Castle Rock. Our estimated fees for the work described in this proposal are about $114,000. RJH and Wheeler recognize that actual costs to complete the work could be more or less than estimated. We will not exceed this estimated amount without prior authorization from Wheeler and will invoice monthly based on the work completed.

Basis of Scope and Fee Estimate

We have developed this proposal based on our current understanding of the Project, our

experience as dam safety engineers, and the following:

- RJH's work on this Project will be classified as Expert services.
- Environmental studies will be performed by others.
- Pipelines and pump stations to convey water to and from the reservoir will be developed by others. Operational inflow and outflow rates will be provided to RJH.
- No new geotechnical data collection, surveying, or other fieldwork is required to complete this work. No new geotechnical material properties will be developed. Additional geotechnical data collection and analyses will be required to support final design after design concepts are better defined.
- The previously developed inflow hydrology will be used for the 80,000 ac-ft reservoir.
- The dam will have a high hazard classification and an extreme hydrologic hazard classification. The IDF will be the probable maximum flood (PMF).
- To allow for a direct comparison between reservoir alternatives, the developed concept will generally be configured similarly to the 72,000 ac-ft concept previously developed for PWSD. A significantly different configuration will only be developed if the previous concept is impracticable for an 80,000 ac-ft reservoir. The dam concept is anticipated to generally include the following:
    - Zoned earthen embankment dam with a seepage barrier through permeable foundation and abutment material.
    - Configuration that avoids the State of Colorado land in the downstream right abutment.
    - Outlet works in the left abutment. We will develop outlet works concepts for both a low-level inlet and a gate tower.
    - Spillway channel through the left abutment.
- Unit prices will not be updated. Cost estimates will be developed using 2024 dollars to allow for a direct comparison with the cost of the 72,000 ac-ft dam and reservoir, and then escalated to 2025 dollars using ENR-CCI index.
- The Anderson property at the upstream (south) end of the reservoir will be purchased by Project participants; therefore, the existing structures on this property will not restrict reservoir elevations.
- RJH will identify the additional property needed to enlarge the dam and reservoir from 72,000 to 80,000 ac-ft. Costs for property acquisition will be developed by others.
- Concepts to address relocation of county roads are not included, but are anticipated to be similar regardless of reservoir size.

We look forward to working with you on this Project. Please call if you have any questions, require further information, or would like to discuss this proposal. If you concur with the information included in this Scope of Work, please sign and return one copy of this proposal to serve as our Notice-to-Proceed.

Sincerely,

RJH CONSULTANTS, INC.

Robert J. Huzjak, P.E.
President

ABP/tjp

Attachments: RJH 2025 Fee Schedule
W.W. Wheeler Subconsultant Agreement
Third Amendment to On-Call Services Agreement between W.W. Wheeler and Town of Castle Rock

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2025 Fee Schedule

Professional Services

Labor Category	Billing Rate per Hour ($)
Technical Expert	335
Principal – Grade 8	295
Senior Professional – Grade 7	272
Senior Professional – Grade 6	245
Professional – Grade 5	235
Professional – Grade 4	198
Engineer/Geologist – Grade 3	172
Engineer/Geologist – Grade 2	160
Engineer/Geologist – Grade 1	148
CAD Designer	140
Word Processor/Administrative Staff	110

These rates are billed for both regular and overtime hours in all categories. Rates will be escalated 4 percent annually for work completed after December 2025.

General Expenses

Reimbursement for general expenses, which include field and laboratory equipment; computer equipment and software; printing and reproduction; communications and mailing; local transportation, tolls and parking; field vehicles; and field equipment will be invoiced based on a percentage of labor costs and type of project as follows:

- General consulting services and planning and feasibility studies – 4%
- Design and bid document preparation and geotechnical investigations – 6%
- Construction management and field observation – 8%

Out of Town Travel and Subsistence

Reimbursement for expenses for travel, rental vehicles, hotels, meals, and other costs associated with out of town and overnight travel will be invoiced at cost plus a 10 percent service charge.

Subcontractors and Subconsultants

Reimbursement for work performed by subconsultants and subcontractors will be invoiced at cost plus a 15 percent service charge.

Contract Labor

Contract labor provided by independent consultants and temporary agencies for activities such as drafting, engineering, and word processing will be invoiced at the appropriate labor category as described above for professional services.

Payment Terms

Invoices will be submitted monthly and are due Net 30 days. Interest will accrue at the rate of 1 percent of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date.

Jacobs Engineering Group, Inc.

Scope of Work and Budget for Platte Valley Water Project Services

Version: April 3, 2025

Exhibit A: Scope of Services

Background

As a subconsultant to W.W. Wheeler & Associates, Inc. (Wheeler), the Town of Castle Rock (Castle Rock) desires Jacobs Engineering Group Inc. (Consultant) to support Water Court Case No. 21CW3185 related activities for the Platte Valley Water Partnership (PVWP). The following sections outline potential tasks to be completed by the Consultant as requested by Wheeler to assist Wheeler and Castle Rock in the advancement of these activities.

Task 1: Water Court Support

Activities performed under this scope of work are on an as-needed basis and may include the following:

1) Coordinate with Wheeler and Castle Rock to define the system configuration that allows for Castle Rock's participation in the PVWP.
2) Prepare a cost estimate memorandum that updates the capital and operations & maintenance costs from those previously developed by Jacobs (Platte Valley Water Partnership Basis for Program Cost Estimate, November 4, 2024). Updated costs will include the required components for Castle Rock to participate in the PVWP.
3) Review the potential for changes to the permit requirements due to Castle Rock's participation in the PVWP. If needed, prepare a memorandum that updates Jacobs' previously documented report (Platte Valley Water Partnership Permit Requirements, November 4, 2024) to include additional permitting requirements required for Castle Rock to participate in the PVWP.
4) Provide engineering review and calculations related to pump station sizing, pipeline sizing, and other components as requested.

Deliverables/Assumptions:

- *Deliverables will be defined at the time requests for as-needed services are made, and may include report documentation and slide deck materials delivered electronically.*

Schedule

Following Notice to Proceed, it is anticipated that work will be completed by 12/31/2025.

Assumptions

It is assumed that data provided by others is accurate, complete, and will be provided in a timely fashion. Correction of data provided by others is not included herein.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that the actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

To the extent Consultant is responsible for review, evaluation and the proposing of recommendations concerning project design, budget, materials, sequencing and scheduling, shop drawings, claims, and other similar items performed or supplied by others, Wheeler agrees to release and hold Consultant harmless from any and all liabilities to any person or entity caused as a result of deficiencies in such items. Wheeler acknowledges that ultimate responsibility for deficiencies in such items shall be attributable to the person or entity providing such items irrespective of Consultant's review and evaluation of the same.

Fee Estimate Summary

Compensation by Wheeler to Consultant will be on a time and expense basis in the not to exceed amount of $25,000. Billing rates are provided in Attachment 1.

Attachment 1: Rate Schedule

Hourly Billing Rates

PER DIEM CODE	BILLING TITLE	Hourly Rates Through 12/31/25
1	Senior Program Manager	$ 295.00
2	Program Manager, Fellow Technologist	$ 275.00
3	Principal Project Manager, Principal Technologist	$ 250.00
4	Senior Project Manager, Senior Technologist	$ 225.00
5	Project Manager, Engineer Specialist, Contracts Manager, Project Engineer 2	$ 200.00
6	Associate Project Manager, Project Engineer 1, Senior Contracts Administrator	$ 175.00
7	Associate Engineer, Associate Health and Safety Professional, Senior Accountant	$ 155.00
8	Staff Engineer 2, Associate Contracts Administrator, Project Accountant 3	$ 135.00
9	Staff Engineer 1, Project Accountant 2	$ 120.00
11	Engineering Technician 5, Designer 5, Graphic Designer 5	$ 170.00
12	Engineering Technician 4, Designer 4, Graphic Designer 4	$ 155.00
13	Engineering Technician 3, Graphic Designer 3	$ 145.00
14	Engineering Technician 2, Graphic Designer 2	$ 125.00
15	Engineering Technician 1, Graphic Designer 1	$ 115.00
19	Senior Office Assistant	$ 125.00
19	Administrative Assistant, Project Accountant, Project Assistant, Engineer Intern	$ 110.00

Non-Labor Rate Items	
Mileage rate	Current IRS audit rate at time of service
Other related consumable supplies (e.g., field equipment)	At cost with no additional markup
Postage, freight	At cost with no additional markup
Travel costs (airfare, hotel, care rental, meals, etc.)	At cost with no additional markup

Notes:

1. The table includes the hourly rates for Jacobs. These rates are valid through December 31, 2025. Labor rates beyond that date are subject to increase annually or at the time of contract renewal or extension. Staff member roles may be revised based on employee classification changes resulting from promotion.

Moore Engineering, Inc.

W. W. WHEELER
& ASSOCIATES, INC.
Water Resources Engineers
WWW.WWWHEELER.COM

April 18, 2025

Chris Fehn, P.E.
Water Resources Group Leader
Moore Engineering, Inc.
12600 West Colfax Avenue, Suite A-270
Lakewood, CO 80215

Subject: **Scope of Work and Budget for Platte Valley Water Project Services**

Dear Chris:

As you are aware, the Town of Castle Rock (Castle Rock) has signed an agreement to participate in the Platte Valley Water Project (PVWP) with Lower South Platte Water Conservancy District (Lower) and Parker Water and Sanitation district (PWSD). PWSD and Lower are currently seeking water rights in Water Court (Case No. 19CW3253) and Moore Engineering, Inc. (Moore) has prepared several reports as part of that process.

Castle Rock has retained W. W. Wheeler & Associates, Inc. (Wheeler) as their main Expert Witness in their Water Court Case No. 21CW3185 in which they are seeking water rights for PVWP. Wheeler is providing this letter authorizing Moore to proceed with the scope of work outlined below to support Wheeler in their preparation of Castle Rock's Case No. 21CW3185. This subcontract is also subject to the following:

- Third Amendment to Town of Castle Rock Servies Agreement to Provide On-Call Services between Wheeler and Castle Rock, dated 12/20/2024 which includes insurance requirements for this work.

3700 S. Inca Street | Englewood, CO 80110-3405
303-761-4130 | fax 303-761-2802

Scope of Work

Moore's scope of work shall be directed by Wheeler and shall be flexible and subject to change as directed. Tasks that Moore may complete include the following:

1) Meet with Wheeler staff to discuss operational modeling Moore completed for Case No. 19CW3253.
2) Review of Wheeler modeling and modeling documentation reports to confirm they are accurately modeling PWSD and Lower's operations associated with PVWP project.
3) Other tasks as requested by Wheeler.

Budget & Schedule

Moore shall perform the work listed above on a time and materials basis, not to exceed $25,000. All work shall be completed by January 1, 2026.

We look forward to working with you. We have attached a proposed subconsultant agreement for your review. If that agreement and this scope of work is acceptable to you, please return a signed copy of the agreement.

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

Hayden Strickland, P.E.

R:\0900\0940\0940.00\BILLINGS-PROPOSALS\2025 docs\Fremont Butte SubContracts\moore Scope.docx

MOORE ENGINEERING, INC.
2024 BILLING SCHEDULE

Effective January 1, 2025

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2025. After December 31, 2025, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

	Description	Billing Rate Per Hour
1	Principal - SR Project Manager - CSR	$250 - $286
2	Project Manager - SR PE - SR Technical Advisor	$235 - $300
3	Professional Engineer I, II	$195 - $215
4	Graduate - Project Engineer	$145 - $172
5	Engineering Designer I,II, SR	$156 - $185
6	Engineering Technician I, II, III	$98 - $155
7	Environmental Scientist I, II, II, SR	$140 - $234
8	Environmental Technician Intern, I, II	$98 - $150
9	Hydrogeologist Staff, Project, Senior	$150 - $177
10	Landscape Architect I, II, SR	$135 - $182
11	Project Administrator I, II, SR	$130 - $182
12	Office Administrator I, II, SR	$115 - $176
13	CADD Technician I, II, III	$109 - $155
14	Senior GIS Coordinator - GIS Manager	$187
15	GIS Analyst - GIS Developer	$166 - $176
16	GIS Programmer I,II,III	$145 - $170
17	GIS Technician I, II, III	$120 - $165
18	GIS Specialist I, II, III	$150 - $176
19	Land Surveyor - Senior Land Surveyor	$187 - $208
20	Survey Manager	$192
21	Survey Crew Chief I, II - Survey Data Analyst	$160 - $202
22	Project Coordinator - CADD Standards Coordinator	$160 - $192
23	Funding Specialists	$120 - $156
24	Survey Technician I,II, III	$104 - $145
25	Construction Engineer/Specialist, I, II, SR	$161 - $215
26	Drone Operator - Drone Services Coordinator	$155 - $170
27	Administrative Assistant I, II	$88 - $100

Travel Expenses	Project Mileage	Per current IRS rate	per mile
	Lodging	At Cost	
	Meals	At Cost	
	Per Diem	$60.00	per day
Survey Supplies	Iron Pins	$1.25	each
	Fence Posts	$5.00	each
	Motorized Offroad Vehicles | Drone Equipment	$75.00	per day
Miscellaneous	Project Expenses	At Cost	
	Sub Consultants	At Cost	

ERO Resources Corporation

ERO Resources Corporation

Denver 1626 Cole Boulevard, Suite 100, Lakewood, CO 80401
Durango 1015 ½ Main Avenue, Durango, CO 81301
Hotchkiss 161 South 2nd Street, PO Box 932, Hotchkiss, CO 81419
Idaho 7154 West State Street, STE 398, Boise, ID 83714

May 14, 2025

Mr. Hayden Strickland
W.W. Wheeler & Associates, Inc.
3700 South Inca Street
Englewood, Colorado 80110

RE: Castle Rock Platte Valley Water Partnership, Logan and Washington Counties, Colorado
Scope of Work

Dear Mr. Strickland,

ERO Resources Corporation (ERO) is pleased to provide the following scope of work to assist W.W. Wheeler & Associates, Inc. and Castle Rock Water with ecological services for the proposed Platte Valley Water Partnership project in Logan and Washington Counties, Colorado.

ERO Resources Corporation (ERO), a Colorado Corporation, will conduct the work W.W. Wheeler & Associates, Inc. (hereinafter referred to as the Client). ERO will conduct this work on a times-and-materials basis for a cost not to exceed of $26,468.00. If you have any questions, I can be reached at mworah@eroresources.com or (303) 830-1188. ERO appreciates the opportunity to assist you.

Sincerely,

Moneka Worah
Natural Resource Specialist/Principal

Attachments

ERO Resources Corporation
Scope of Work for
Platte Valley Water Partnership Project
Federal Permitting Review
Logan and Washington Counties, Colorado

May 14, 2025

Summary

W.W. Wheeler & Associates, Inc. (Client) has requested ERO Resources Corporation (ERO) prepare this Scope of Work to complete a review of the likely federal permitting requirements for construction of proposed reservoirs near Iliff, Colorado. Of particular interest are potential Section 404 permitting requirements for construction of the reservoirs and associated federal environmental requirements that could be triggered by the need for a Section 404 permit (e.g., National Environmental Policy Act, Endangered Species Act, and National Historic Preservation Act compliance and Section 401 Certification), as well as how Colorado House Bill 24-1379 may affect the project and permitting and mitigation requirements. ERO has completed previous evaluations for Parker Water and Sanitation District for the same project, and ERO would use that existing information to develop reports for the Client.

Task 1. Desktop and/or Site Review

ERO will review any new elements to the project to determine if waters of the U.S., including wetlands, are present that are subject to the U.S. Army Corps of Engineers (Corps) jurisdiction under Section 404 of the Clean Water Act (CWA). If necessary, ERO will complete a site visit to evaluate the additional areas being added to the project. ERO will note the approximate locations of jurisdictional waters and wetlands within the proposed reservoir sites as provided by the Client. This assumes a full wetland delineation will not be completed, and only potential wetlands or other waters of the U.S. will be identified based on vegetation. This includes reviewing the following sites:

- PVWP 2 Diversion
- PVWP 2 Inlet
- PVWP Alternate Site E Reservoir
- Pipelines: PVWP 1 Diversion/Alt E to Alt D Nexus & To Res 2
- PVWP Alternate Site D Reservoir
- Pipelines: Reservoir 2 to FBR & Nexus PVWP Alternate Sites to FBR 2
- Pipelines: Prewitt to B & PVWP Alternate Site C to Nexus
- PVWP Alternate Site B Reservoir
- Pipeline: Nexus PVWP Alternate Sites to FBR 1
- Bravo Ditch Diversion
- Board Held Reservoir

- Bravo Reservoir

Task Products

- Site evaluation of project elements, including diversion locations, inlets, pipelines, and alternate reservoir sites.
- A wetland delineation will not be completed and potential waters of the U.S. will be based on vegetation and site observations.

Task Assumptions

- Performing the site visit is weather dependent. The ground must be free of snow.
- The Client will provide site boundaries for all elements for review.
- The Client will arrange and provide written permission to access the project area. If access is not granted, site observations will be from public roads/right of way.

Task 2. Prepare Report

ERO will prepare a report based on current alternatives that summarizes the findings of the review of the reservoir and diversion locations and any recommendations for further study or measures that could be taken to reduce federal permitting risks. The report will include an analysis of the potential federal permitting requirements based on the findings of the site visit and current regulatory requirements. The report will take, as the outer perimeter of waters of the U.S., the same as the maximum outer perimeter that the federal 404 waters of the U.S. interpretation has reached from time to time. The report will also include a discussion of regulatory requirements for storage of South Platte River water in Reuter-Hess Reservoir and other environmental requirements that may be triggered by the larger project. The report will also include a discussion on Colorado Bill 1379 regarding a state dredge and fill program, how the program may affect this project, and any likely permitting/requirements that may be necessary.

Task Products

- Report to include alternatives that were evaluated during Task 1.

Task Assumptions

- This assumes the report prepared for Parker Water and Sanitation District can be used as the basis for this report and the alternatives will not have significant changes from what was originally proposed.
- The report will be reviewed once by the project team and ERO will provide one round of edits. If additional edits are necessary, a new scope of work may be necessary.

Task 3. Project Management, Coordination, and Meetings

This task includes items specifically associated with contract and project management services through the duration of the contract, such as project start-up documentation, health and safety plan compliance, monthly invoicing, and project close-out documentation. This task also includes attending progress meetings with the Client and project team as needed through 2025, and additional coordination meetings as needed. This task also includes ensuring that all documents and figures are reviewed for technical and editorial accuracy.

Task Products

- Attend up to two progress meetings monthly through 2025 with the project team.

- Additional coordination meetings as needed.

Estimated Costs

Tasks 1 through 4 will be completed on a time-and-materials basis for a cost not to exceed $26,468.00 (see below for breakout and attached spreadsheet), including expenses billed at cost plus 8 percent.

Task 1.	Desktop and/or Site Review	$3,982.00
Task 2.	Prepare Update Report	$4,866.00
Task 3.	Project Coordination	$6,804.00
Task 4.	Expert Witness Assistance	$10,816.00
	Total	**$26,468.00**

ERO Cost Proposal - Platte ±l·ffŜè ² l·úŜ₩ tl·₩ůyŜ₩ăKλLJ Federal Permitting Review

Labor Category	2025/ Unit Rate	Task 1 - Desktop Review and/or Site Review	Task 2 - Prepare Report	Task 3 - Project Management, Coordination, and Meetings	Task 4 - Expert Witness Assistance	Labor Hours Total	Totals
Project Principal Expert Testimony	$338.00				32	*32*	*$10,816*
Project Principal	$225.00	4	6	24		*34*	*$7,650*
Biologist II	$136.00	14	20	6		*40*	*$5,440*
GIS Specialist I	$140.00	6	4			*10*	*$1,400*
Word Processing/Editor	$118.00		2			*2*	*$236*
Administrative Staff	$98.00			6		*6*	*$588*
Total Labor Hours		24	32	36	32	124	
Total Labor		**$3,644**	**$4,866**	**$6,804**	**$10,816**		***$26,130***

Expenses	Unit Rate	Task 1 - Desktop Review and/or Site Review	Task 2 - Prepare Report	Task 3 - Project Management, Coordination, and Meetings	Task 4 - Expert Witness Assistance	Totals Quantities	Totals
Field Equipment Charges	$10.00	1				*1*	*$10*
Mileage	$0.677	250				*250*	*$169*
Photocopy (color/8.5x11)	$0.30	20				*20*	*$6*
Photocopy (b&w/8.5x11)	$0.15	20				*20*	*$3*
GPS Rental (per day)	$125.00	1				*1*	*$125*
Total Expenses		$313	$0	$0	$0		*$313*
8% markup		$25	$0	$0	$0		***$25***
Total estimated costs		**$3,982**	**$4,866**	**$6,804**	**$10,816**		***$26,468***

Harvey Economics

Harvey Economics ♦ 469 South Cherry Street, Suite 100 ♦ Denver, Colorado 80246
tel. 720.889.2755♦ fax 720.889.2752 ♦ www.harveyeconomics.com ♦ he@harveyeconomics.com

MEMORANDUM

TO: HAYDEN STRICKLAND ON BEHALF OF TOWN OF CASTLE ROCK

FROM: ED HARVEY

DATE: MAY 7, 2025

RE: WORK SCOPE FOR ECONOMIC SUPPORT OF WATER RIGHTS CASE SUPPORTING CASTLE ROCK PARTICIPATION IN THE PVWP

.

Harvey Economics' (HE's) role in this case will primarily be to provide an assessment of economic feasibility and pathway to funding the Town of Castle Rock's participation in the Platte Valley Water Project (PVWP).

Task 1. Kick-off meeting and on-going coordination. HE will work under the direction of Hayden Strickland, W.W. Wheeler and Associates (Wheeler), and Matt Benak, Project manager for Castle Rock. We will join a kick-off meeting with these individuals and fellow team members to discuss workflow, information needs and schedule.

Throughout the performance period, HE will participate in team member discussions and meetings as directed by Hayden and Matt. For budgeting purposes, HE assumes 10 such meetings.

Task 2. Review customer and water demand projections. HE understands that Castle Rock will be leading the tasks which culminate in the determination of Project Need. Elements of this task, such as number of customers by type, water demands, etc. are critical inputs to the economic feasibility task. HE proposes to coordinate with those team members responsible for the Project Need task related to water demands. We will review the supporting work and results of water demand projections task, suggesting changes as needed or otherwise extracting the output for incorporation into the financial work and economic feasibility task.

HE assumes that we will not be performing any revisions or independent work regarding water demands and project need. Our budget assumes only a review and advisory role, unless directed by Castle Rock to actively assist in these projections.

Task 3. Obtain and review Project cost information. HE will reach out to the Project engineers to obtain capital and operating cost information pertaining to Castle Rock's participation in the PVWP. We will ensure that this information is consistent with the PVWP and in a form that can be incorporated into the Castle Rock rate models.

Task 4. Coordinate with the Castle Rock staff and rate consultant. HE will work with the Castle Rock rate consultant, Stantec, to ensure that their models can produce output that

supports the economic feasibility determination. Water rate models typically focus on time periods of 10 years or less; this model must be carried forward for 50 years. We will work with the consultant to define financial scenarios and refine key financial assumptions in the model. This work will include financial impacts on Castle Rock ratepayers.

HE will also coordinate with the Castle Rock finance director about the financing plan going forward. Presumably, this will take into account the current capital improvement plan and the borrowing strategies, including the funding for Castle Rock's participation in the PVWP.

Task 5. Independent evaluation of reasonableness. HE will take care not to duplicate Stantec efforts. HE will perform an independent assessment of the defensibility of the rate analyses and supporting financial assumptions, including growth projections and water sales. This task will serve to validate or suggest modifications to the methodologies, data sources, and assumptions relevant to water demands and economic feasibility. This task will enable HE to reach its independent opinion as to the economic feasibility of the Project.

HE will reach its own conclusions with this evaluation, independent of other team members, Castle Rock, and counsel in this matter.

Task 6. Report preparation. With the completion of the above tasks, HE will prepare a report which summarizes the supporting information, evaluates its validity, and leads to a determination of economic feasibility and a pathway to funding Castle Rock's participation in the PVWP. We will provide a draft report to Wheeler and Castle Rock by August 1, 2025.

Task 7. Report finalization. HE will solicit comments and suggestions from the Project team, Castle Rock staff and the attorneys for this case. At the same time, HE will review the other relevant expert reports from the Project team to ensure consistency among the reports. We will meet, discuss and resolve issues as needed. HE will then modify its report into final form in time for final review prior to the Court deadline.

Task 8. Opposing expert reports and rebuttal report. (NOT BUDGETED) HE will review the opposing expert reports and provide our reactions and responses to Counsel. If advisable, HE will prepare a rebuttal report.

Task 9. Preparation and participation in trial. (NOT BUDGETED) HE will prepare for depositions and participate as requested. We will also prepare for and participate in trial as needed.

HE Budget for Castle Rock Diligence Case

	Title / Description	Hours	Cost
1	Kick-off	32.00	$7,970
2	Review Customer Demands	32.00	$7,600
3	Obtain/Review Cost Information	24.00	$6,270
4	Coordinate with Rate Consultant	36.00	$9,160
5	Independent Evaluation of Reason	40.00	$10,140
6	Report Preparation	58.00	$12,630
7	Report Finalization	21.00	$4,170
8	Opposing Expert & Rebuttal	0.00	$0
9	Preparation and Participation in Trial	0.00	$0
	Total	243.00	$57,940

Subtotal Professional Costs	243.00	$57,940

Out-of-Pocket Expenses	Amount
Local Expenses	$300
Total Costs Proposed	**$58,240**

HARVEY ECONOMICS BILLING RATES
2025

Professional Level	Hourly Rate*
Principal	$305
Director	240
Senior Associate	215
Associate	195
Research Associate	180
Project Assistant	85

Notes: Direct or out-of–pocket expenses are billed at cost; Rates are subject to adjustment annually, not to exceed three percent.

*Hourly rates are fully loaded to include salary, benefits, overhead and profit.

EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE

Client#: 1086027 WWWHE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Hartford Accident and Indemnity Co	22357
INSURER E :	
INSURER F :	

INSURED
W. W. Wheeler & Associates, Inc.
3700 S. Inca Street
Englewood, CO 80110

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	34SBWDX4201	08/03/2024	08/03/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	X	X	34UEGZG2800	08/03/2024	08/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	34SBWDX4201	08/03/2024	08/03/2025	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	34WEGIN4524	08/03/2024	08/03/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability Claims Made			DPR5032519	08/03/2024	08/03/2025	$2,000,000 per claim $2,000,000 annl aggr.	

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

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

CERTIFICATE HOLDER

Town of Castle Rock
175 Kellogg Court
Castle Rock, CO 80109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

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

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