

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, February 13, 2023, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(720)707-2699, Meeting ID: 873 5785 0771, Passcode: 475314

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve February 13, 2023, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from January 9, 2023, Regular Meeting**
 - b. Approve Unaudited Financials for December 2022 and January 2023**
 - c. Approve Invoices through February 13, 2023**
 - d. Nutri-Turf Backflow and Cross Connection Variance Request**
 - e. BDO Audit Scope of Services (Nunc Pro Tunc)**
 - f. Annual Lease of WSSC 1 Share, Mr. Brad Cook**
 - g. Ditesco 42-inch Zone 1 Transmission Line Design and Construction Management Agreement**
 - h. Letter of Understanding Regarding Maintenance of the Overland Ponds Gravel Pits City of Greeley and Tri Districts (Previously Approved)**
 - i. LetRbuck, LLC Temporary Construction Easement Agreement, Eaton Pipeline Phase 2**
 - j. Viking Painting Tank 5 Coating Agreement (Nunc Pro Tunc)**
 - k. Change Order 01 Graney Construction – Timberline Crossing NEWT III**
 - l. Town of Ault 1 Share WSSC Dedication Huntsman Share (Approved by Board July 2020)**
 - m. Sullivan Tap Relocation Request**
- 6. Action: Consider Approval of Larimer #2 Ditch Headgate Project Agreements**
 - i. Easement Agreements Treiber and Linder**
 - ii. Resolution Authorizing Execution of Notice of Award, Notice to proceed and Contractor Agreement**

7. Discussion: Town of Timnath Latham Ave. Storm Culvert and NWCWD 36" water Line Project
8. Action: Consider Approval of Ridge 5 Water Service Agreement First Amendment (enclosure, Privileged and Confidential)
9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) (e) & (f), C.R.S. related to Ridge 5 Water Service Agreement First Amendment, and Personnel Matters –
10. District Manager's Report:
 - a. Tap Sales
 - b. City of Fort Collins 1041 Update Letter to Planning Commission and City Council
 - c. NEWT III Pre-con meeting held January 27, 2023
 - d. Stantec SCWTP Study in March
 - e. 74/33 Cty Road Pipeline Relocations Complete
 - f. CSU Approved C-BT Trade Agreement
 - g. Letters to non-compliant BPCCC
 - h. Tank Maintenance and Coating Projects
 - i. Tank 1 Complete
 - ii. Tanks 7 and 5 ongoing

11. Other Business

ADJOURN _____ P.M.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: Monday, the 9th day of January, 2023, at 1:30 P.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Scott Cockroft, Secretary
Matthew Pettinger, Assistant Secretary
Brad Cook, Assistant Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Garrett Mick, North Weld County Water District; George Oamek, Headwaters Corp., Richard Reins, Water Resources; Stephen Gagliardi, Town of Severance Liaison; members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 1:30 P.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously approved the agenda.

PUBLIC COMMENT

Mr. Bean addressed the Board regarding 2013 agreement with the City of Greeley stated he was on the board when it was approved and it is complex

CONSENT AGENDA MATTERS

Mr. Reckentine presented the Board with the consent agenda items.

Upon motion of Mr. Pettinger, seconded by Mr. Cockroft, the Board approved the following:

- a. Minutes from December 12, 2022, Regular Meeting
- b. Approve Unaudited Financials for December 2022
- c. Approve Invoices through January 9, 2023
- d. Approve Easement Agreement for Severance South Development
- e. Approve Temporary Construction Easement Renewals Eaton Pipeline Phase 2

FINANCIAL MATTERS

Consider Adoption of 2023 Fee Schedule

Mr. Reckentine presented the 2023 Fee Schedule as updated to reflect the 2023 Budget adopted by the Board. Following discussion, upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously adopted the 2023 Fee Schedule.

Consider Appointment of Director to Fill Vacancy in Director District 5

The Board resumed their consideration of appointment of a director to fill the vacancy on the Board following candidate interviews at the December 2022 meeting. Mr. Pettinger indicated he believed both candidates would make good directors. He thinks Mr. Podtberg would provide a voice for the dairy customers and has a good business background but leans toward Ms. Hennen as a representative of different customer classes. Mr. Cook indicated he feels Ms. Hennen would not have the same potential conflicts of interest as Mr. Podtberg and would offer different opinions to the Board. Mr. Cockroft indicated that he does not know Ms. Hennen beyond the interview, and expressed concern about Mr. Podtberg's availability to attend Board meetings. Mr. Stout indicated he believes both candidates would make good board members, but thinks Ms. Hennen would offer a new perspective on the Board.

Following discussion, upon a motion by Mr. Cook, seconded by Mr. Pettinger, the Board appointed Ms. Hennen to the vacancy on the Board in Director District 5. Mr. Cockroft voted no.

Professional Services Selection 42-inch Pipeline, 16-inch Replacement and Tank 1 C Design and Construction Management Project

- a. Tri-hydro Corporation
- b. Ditesco Engineering Services

The Board discussed proposals from Tri-hydro Corporation and Ditesco Engineering Services for the Weld County Transmission Line and Tank 1C Engineering and Professional Services Selection presented at the December 2022 meeting. Mr. Reckentine reported to the Board regarding costs discrepancies between the proposals and indicated that they are insignificant. The Board discuss the great qualifications of both bidders and thanked both for their work for the District. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Cook, the Board awarded the contract to Ditesco Engineering Services.

Consider Approval of NEWT III Project Contractor Agreements and Easements Consider Award of Contract

Ditesco representatives presented the following NEWT III project contractor agreements and easements to the Board:

- a. Garney Companies Inc, GMP Work Package 1 Contract;
- b. Garney Companies Inc, Notice of Award, and Notice to Proceed;
- c. Timberline Road Crossing ROW; and
- d. Steel Coil Material Purchase Package NEWT III Pipeline.

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the above contracts and easements.

Consider Approval of Intergovernmental Agreements

- a. 2019 IGA Second Amendment for the NWCWD and City of Greeley Interconnect Easement at the Surfer Land Ventures LLC. Property

Mr. Reckentine presented to the Board two separate IGA's with the City of Greeley and discussed the purpose of each agreement.

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the 2019 IGA Second Amendment for the NWCWD and City of Greeley Interconnect Easement at the Surfer Land Venture, subject to any final non-substantive comments from the City of Greeley.

- b. 2013 IGA City of Greeley and NWCWD First Amendment

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the Approve 2013 IGA City of Greeley and NWCWD First Amendment, subject to any final non-substantive comments from the City of Greeley.

EXECUTIVE SESSION

None.

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,227,418.10
1015 - COLO TRUST - GENERAL		24,619,227.33
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,176,950.02
1020 - COLO TRUST - 2022 BOND		38,385,135.66
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,008,504.88
1105 - AR CONSTRUCTION METERS		102,450.61
1116 - ACCOUNTS RECEIVABLE		63,493.92
1230 - PREPAID INSURANCE		77,506.98
1300 - INVENTORY		1,756,572.43
		1,756,572.43

Total Current Assets 69,683,023.18

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,450,483.51
1405 - WATER RIGHTS OWNED		86,180,451.44
1407 - WATER STORAGE		5,726,726.97
1415 - MACHINERY & EQUIPMENT		2,204,383.04
1416 - DEPREC - MACH & EQUIP		(1,645,643.61)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		70,160,785.21
1426 - DEPREC - PIPELINES		(23,726,280.62)
1430 - STORAGE TANKS		2,367,776.75
1431 - DEPREC - STORAGE TANKS		(1,470,427.76)
1432 - MASTER METERS		684,914.94
1433 - DEPREC MASTER METERS		(27,157.18)
1435 - PUMP STATIONS		5,636,955.14
1436 - DEPREC - PUMP STATIONS		(2,411,788.84)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,111.00)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,644,152.98
1446 - DEPREC - BUILDING		(485,334.42)
1454 - CONSTRUCT IN PROGRESS		2,836,180.16
		2,836,180.16

Total Property and Equipment 150,709,109.51

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		5,098.00
1466 - Bond Cst of Issue '19		206,078.00
		206,078.00

Total Other Assets 23,060,786.70

Total Assets \$ 243,452,919.39

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	393,122.31
2216 - CONST MTR DEPOSITS		113,124.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2022

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	129,262.50	
	<u> </u>	
Total Current Liabilities		903,775.87
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,696,212.00</u>
Total Liabilities		24,599,987.87
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	44,169,432.13	
	<u> </u>	
Total Capital		<u>218,852,931.52</u>
Total Liabilities & Capital		<u>\$ 243,452,919.39</u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 12,720,142.85	\$ 12,720,142.85	\$ 11,484,447.00	(1,235,695.85)	110.76
3111 - WATER ALLOC SURCHARGE	5,130,584.00	5,130,584.00	2,625,016.00	(2,505,568.00)	195.45
3112 - PLANT INVEST SURCHARGE	3,551,491.80	3,551,491.80	2,132,826.00	(1,418,665.80)	166.52
3113 - ADJUSTMENTS	(20,063.23)	(20,063.23)	(20,000.00)	63.23	100.32
3140 - CONST METER USAGE	302,583.92	302,583.92	205,000.00	(97,583.92)	147.60
3141 - CONSTR METER RENTAL	11,990.00	11,990.00	5,500.00	(6,490.00)	218.00
3142 - CONSTRUCT METER REPAIR	11,568.18	11,568.18	550.00	(11,018.18)	2,103.31
OPERATING	21,708,297.52	21,708,297.52	16,433,339.00	(5,274,958.52)	132.10
3210 INTEREST-COTRUST-GENERAL	780,723.93	780,723.93	130,384.00	(650,339.93)	598.79
3220 - PORT PARTONAGE AGFINITY	393.59	393.59	812.00	418.41	48.47
NON OPERATING	781,117.52	781,117.52	131,196.00	(649,921.52)	595.38
3310 - TAP (PI) FEES	3,453,950.00	3,453,950.00	1,000,000.00	(2,453,950.00)	345.40
3311 - DISTANCE FEES	403,725.00	403,725.00	173,189.00	(230,536.00)	233.11
3312 - WATER (ALLOCATION) FEE	2,367,250.00	2,367,250.00	300,000.00	(2,067,250.00)	789.08
3314 - INSTALLATION FEES	793,657.45	793,657.45	324,730.00	(468,927.45)	244.41
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	(56,041.85)	(56,041.85)	150,000.00	206,041.85	(37.36)
3320 - NON-POTABLE TAP FEE	112,000.00	112,000.00	48,709.00	(63,291.00)	229.94
3321 - NON-POTABLE INSTALL	64,255.00	64,255.00	21,649.00	(42,606.00)	296.80
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,706.00	2,706.00	0.00
3332 - REVIEW DEPOSIT	(4,250.00)	(4,250.00)	0.00	4,250.00	0.00
3340 - INSPECTION FEE	0.00	0.00	134,389.00	134,389.00	0.00
NEW SERVICE	7,134,545.60	7,134,545.60	2,157,792.00	(4,976,753.60)	330.64
3410 - WATER RENTAL	36,144.00	36,144.00	17,850.00	(18,294.00)	202.49
3415 - WSSC RETURN FLOW RENTAL	3,148.00	3,148.00	0.00	(3,148.00)	0.00
AG WATER	39,292.00	39,292.00	17,850.00	(21,442.00)	220.12
3500 - MISCELLANEOUS	40,367.46	40,367.46	0.00	(40,367.46)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	10,225.00	10,225.00	5,412.00	(4,813.00)	188.93
3530 - RISE TOWER RENT	3,600.00	3,600.00	7,902.00	4,302.00	45.56
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	54,192.46	54,192.46	34,963.00	(19,229.46)	155.00
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(1,400.54)	(1,400.54)	(63,672.00)	(62,271.46)	2.20
3640 - EQUIPMENT/VEHICLE SALE	(150,000.00)	(150,000.00)	(541.00)	149,459.00	27,726.43
FARM INCOME	151,400.54	151,400.54	73,414.00	(77,986.54)	206.23
3700 - BOND PROCEEDS	34,615,000.00	34,615,000.00	38,000,000.00	3,385,000.00	91.09

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEBT PROCEEDS	(34,615,000.00)	(34,615,000.00)	(38,000,000.00)	(3,385,000.00)	91.09
TOTAL REVENUES	64,483,845.64	64,483,845.64	56,848,554.00	(7,635,291.64)	113.43
OPERATING EXPENSE					
4110 - POTABLE WATER	2,367,973.63	2,367,973.63	2,536,484.52	168,510.89	93.36
4120 - RENTAL WATER	7,950.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	(22,289.04)	(22,289.04)	89,450.03	111,739.07	(24.92)
4132 - CARRYOVER3	15,225.66	15,225.66	0.00	(15,225.66)	0.00
4140 - WINTER WATER	4,007.37	4,007.37	5,520.40	1,513.03	72.59
4150 - ASSESSMENTS	657,278.25	657,278.25	1,443,962.24	786,683.99	45.52
4160 - RULE 11 FEES	17,366.65	17,366.65	63,765.00	46,398.35	27.24
4170 - WATER QUALITY - TESTING	14,446.00	14,446.00	6,072.44	(8,373.56)	237.89
4175 - BACKFLOW SURVEYING	4,506.96	4,506.96	0.00	(4,506.96)	0.00
WATER	(3,066,465.48)	(3,066,465.48)	(4,145,254.63)	(1,078,789.15)	73.98
4210 - SALARIES, FIELD	1,276,232.60	1,276,232.60	1,056,784.98	(219,447.62)	120.77
4220 - SALARIES, ENGINEERING	120,491.74	120,491.74	225,284.46	104,792.72	53.48
4240 - INSURANCE HEALTH	205,706.43	205,706.43	188,752.00	(16,954.43)	108.98
4250 - RETIREMENT	76,645.30	76,645.30	82,256.14	5,610.84	93.18
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	4,224.10	4,224.10	6,500.00	2,275.90	64.99
4280 - MISCELLANEOUS	(26.22)	(26.22)	1,103.81	1,130.03	(2.38)
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(1,683,273.95)	(1,683,273.95)	(1,571,940.29)	111,333.66	107.08
4410 - FIELD	53,331.49	53,331.49	0.00	(53,331.49)	0.00
4411 - LOCATES	20,817.80	20,817.80	15,197.35	(5,620.45)	136.98
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	24,285.18	24,285.18	0.00	(24,285.18)	0.00
4415 - WATER LINES (REPAIRS)	200,766.21	200,766.21	50,000.00	(150,766.21)	401.53
4416 - APPURTENANCE(REPAIR)	49,958.53	49,958.53	0.00	(49,958.53)	0.00
4417 - METER SETTING	171,465.39	171,465.39	108,243.00	(63,222.39)	158.41
4418 - MASTER METERS	14,789.20	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	259,881.45	259,881.45	0.00	(259,881.45)	0.00
4420 - STORAGE TANKS (O & M)	168,536.73	168,536.73	22,500.00	(146,036.73)	749.05
4430 - PUMP STATIONS (O & M)	65,543.80	65,543.80	10,612.08	(54,931.72)	617.63
4435 - CHLORINE STATION	5,056.84	5,056.84	5,306.04	249.20	95.30
4440 - EQUIPMENT	97,632.59	97,632.59	42,335.83	(55,296.76)	230.61
4445 - SCADA EQUIPMENT	14,658.70	14,658.70	5,412.16	(9,246.54)	270.85
4446 - LOCATING EQUIPMENT	2,817.26	2,817.26	5,412.16	2,594.90	52.05
4447 - GPS EQUIPMENT	3,912.41	3,912.41	25,978.37	22,065.96	15.06
4450 - SHOP/YARD	42,546.34	42,546.34	27,060.80	(15,485.54)	157.22
4460 - VEHICLES	143,194.69	143,194.69	100,000.00	(43,194.69)	143.19
4470 - SAFETY	10,234.84	10,234.84	65,000.00	54,765.16	15.75
4480 - CONTROL VAULTS	708.68	708.68	28,652.62	27,943.94	2.47

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4490 - MAPPING EXPENSE	40,154.90	40,154.90	39,184.04	(970.86)	102.48
OPERATION & MAINTENANCE	(1,390,293.03)	(1,390,293.03)	(718,367.93)	671,925.10	193.53
4500 - ENGINEERING	0.00	0.00	250,000.00	250,000.00	0.00
ENGINEERING	0.00	0.00	(250,000.00)	(250,000.00)	0.00
4600 - ELECTRICITY	168,979.42	168,979.42	0.00	(168,979.42)	0.00
4610 - PRV'S	902.61	902.61	50,000.00	49,097.39	1.81
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	19,234.82	19,234.82	170,000.00	150,765.18	11.31
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
ELECTRICITY	(189,116.85)	(189,116.85)	(313,000.00)	(123,883.15)	60.42
4700 - COMMUNICATIONS	1,352.30	1,352.30	50,000.00	48,647.70	2.70
4790 - GPS ANTENNA LEASE SCWT	8,411.50	8,411.50	0.00	(8,411.50)	0.00
COMMUNICATIONS	(9,763.80)	(9,763.80)	(50,000.00)	(40,236.20)	19.53
4810 - GENERAL	49,828.02	49,828.02	40,738.42	(9,089.60)	122.31
4820 - AUTO	16,497.00	16,497.00	7,347.55	(9,149.45)	224.52
4830 - WORKER'S COMP	103,697.00	103,697.00	34,374.80	(69,322.20)	301.67
INSURANCE	(170,022.02)	(170,022.02)	(82,460.77)	87,561.25	206.19
4930 - BAD DEBT EXPENSE	113,406.00	113,406.00	3,714.23	(109,691.77)	3,053.28
MISCELLANEOUS	(113,406.00)	(113,406.00)	(3,714.23)	109,691.77	3,053.28
TOTAL OPERATING EXPENSES	6,622,341.13	6,622,341.13	7,134,737.85	512,396.72	92.82
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	586,074.75	586,074.75	511,192.34	(74,882.41)	114.65
5120 - ADMINISTRATIVE	(13,201.87)	(13,201.87)	0.00	13,201.87	0.00
5130 - CUSTOMER	(31,741.13)	(31,741.13)	0.00	31,741.13	0.00
5150 - DIRECTORS' FEES	6,200.00	6,200.00	0.00	(6,200.00)	0.00
SALARIES	547,331.75	547,331.75	511,192.34	(36,139.41)	107.07
5210 - FICA	137,197.23	137,197.23	102,831.06	(34,366.17)	133.42
5220 - UNEMPLOYMENT	2,475.48	2,475.48	4,870.94	2,395.46	50.82
PAYROLL TAXES	139,672.71	139,672.71	107,702.00	(31,970.71)	129.68
5310 - ADMIN HEALTH INSURANCE	56,388.92	56,388.92	49,358.91	(7,030.01)	114.24
HEALTH INSURANCE	56,388.92	56,388.92	49,358.91	(7,030.01)	114.24

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5400 - OFFICE UTILITIES	3,193.99	3,193.99	0.00	(3,193.99)	0.00
5401 - ELECTRICITY	10,468.62	10,468.62	27,060.80	16,592.18	38.69
5402 - PROPANE	12,642.75	12,642.75	0.00	(12,642.75)	0.00
5403 - TELEPHONE	23,406.06	23,406.06	21,648.64	(1,757.42)	108.12
5404 - CELL PHONE SERVICE	17,424.05	17,424.05	0.00	(17,424.05)	0.00
5405 - CELL PHONE ACCESSORIES	3,071.28	3,071.28	2,706.08	(365.20)	113.50
5406 - OFFICE CLEANING SERVICE	18,020.00	18,020.00	0.00	(18,020.00)	0.00
5409 - SECURITY CAMERAS	10,850.81	10,850.81	0.00	(10,850.81)	0.00
5410 - OFFICE EQUIPMENT	2,612.30	2,612.30	0.00	(2,612.30)	0.00
5412 - PRINTERS	3,467.11	3,467.11	0.00	(3,467.11)	0.00
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	68,695.97	68,695.97	64,945.93	(3,750.04)	105.77
5442 - HARDWARE (COMPUTERS)	35,327.80	35,327.80	43,297.29	7,969.49	81.59
5443 - SOFTWARE	5,561.50	5,561.50	5,412.16	(149.34)	102.76
5444 - LICENSES (ANNUAL)	26,259.54	26,259.54	27,060.80	801.26	97.04
5445 - SENSUS METER SUPPORT	2,051.00	2,051.00	2,164.86	113.86	94.74
5449 - INTERNET/EMAIL	0.00	0.00	21,648.64	21,648.64	0.00
OFFICE UTILITIES	243,052.78	243,052.78	359,367.46	116,314.68	67.63
5510 - OFFICE EXPENSES	183,070.23	183,070.23	171,673.74	(11,396.49)	106.64
5520 - POSTAGE	2,638.38	2,638.38	3,247.30	608.92	81.25
5530 - BANK / CREDIT CARD FEES	55,926.67	55,926.67	5,412.16	(50,514.51)	1,033.35
5540 - BUILDING MAINTENANCE	18,617.16	18,617.16	1,082.43	(17,534.73)	1,719.94
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5570 - ELECTION	3,321.04	3,321.04	0.00	(3,321.04)	0.00
5580 - DUES & REGISTRATION	5,754.50	5,754.50	3,247.30	(2,507.20)	177.21
5590 - TRAINING	1,809.39	1,809.39	8,659.46	6,850.07	20.89
OFFICE EXPENSE	271,137.37	271,137.37	196,569.69	(74,567.68)	137.93
5610 - LEGAL	469,043.23	469,043.23	350,000.00	(119,043.23)	134.01
5620 - ACCOUNTING	31,500.00	31,500.00	26,010.00	(5,490.00)	121.11
5625 - EASEMENT FEES	10,665.00	10,665.00	0.00	(10,665.00)	0.00
5626 - RECORDING FEES	58.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	7,069.26	7,069.26	0.00	(7,069.26)	0.00
5650 - CONSULTANT FEES	151,633.45	151,633.45	200,000.00	48,366.55	75.82
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5670 - APPRAISALS	2,015.00	2,015.00	0.00	(2,015.00)	0.00
5680 - LAND ACQUISITION	161,751.86	161,751.86	0.00	(161,751.86)	0.00
PROFESSIONAL FEES	833,735.80	833,735.80	584,853.40	(248,882.40)	142.55
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	72,203.40	72,203.40	0.00	(72,203.40)	0.00
MISCELLANEOUS	72,203.40	72,203.40	7,577.03	(64,626.37)	952.92
TOTAL ADMINISTRATIVE EXPENSE	2,163,522.73	2,163,522.73	1,816,620.83	(346,901.90)	119.10

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
CAPITAL IMPROVEMENTS					
SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
6300 - PUMP STATIONS	50,761.20	50,761.20	0.00	(50,761.20)	0.00
PUMP STATIONS	50,761.20	50,761.20	0.00	(50,761.20)	0.00
6410 - VEHICLES	39,616.17	39,616.17	6,410.00	(33,206.17)	618.04
6420 - TRENCH BOX	34,177.00	34,177.00	6,420.00	(27,757.00)	532.35
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	110,872.30	110,872.30	90,000.00	(20,872.30)	123.19
EQUIPMENT	184,665.47	184,665.47	109,260.00	(75,405.47)	169.01
6505 - ENGINEERING	1,230,354.58	1,230,354.58	0.00	(1,230,354.58)	0.00
6510 - WATER LINES	1,069,298.32	1,069,298.32	13,550,000.00	12,480,701.68	7.89
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	4,939.59	4,939.59	0.00	(4,939.59)	0.00
6540 - AWIA & GENERATORS	0.00	0.00	276,440.00	276,440.00	0.00
6547 - GPS EQUIPMENT	1,650.00	1,650.00	0.00	(1,650.00)	0.00
SYSTEM	2,306,242.49	2,306,242.49	14,426,440.00	12,120,197.51	15.99
6610 - WATER RESOURCE MANAGER	148,878.48	148,878.48	0.00	(148,878.48)	0.00
6615 - GRAVEL PITS	75,000.00	75,000.00	400,000.00	325,000.00	18.75
6620 - WATER RIGHTS	8,942,000.00	8,942,000.00	5,000,000.00	(3,942,000.00)	178.84
6630 - LEGAL (WRM)	81,925.87	81,925.87	600,000.00	518,074.13	13.65
6640 - STORAGE	145,695.70	145,695.70	0.00	(145,695.70)	0.00
WATER RIGHTS	9,393,500.05	9,393,500.05	6,000,000.00	(3,393,500.05)	156.56
6710 - EASEMENTS	85,557.86	85,557.86	75,000.00	(10,557.86)	114.08
6720 - LAND	41,343.00	41,343.00	100,000.00	58,657.00	41.34
6730 - SURVEYING	138,486.12	138,486.12	5,000.00	(133,486.12)	2,769.72
LAND/EASEMENTS	265,386.98	265,386.98	180,000.00	(85,386.98)	147.44
6800 - BUILDING - 32825 CR 39	23,414.43	23,414.43	0.00	(23,414.43)	0.00
BUILDING/PAVING	23,414.43	23,414.43	0.00	(23,414.43)	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	12,223,970.62	12,223,970.62	26,615,700.00	14,391,729.38	45.93

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
BONDS					
7000 - BOND ISSUE PREMIUM	(3,738,291.45)	(3,738,291.45)	0.00	3,738,291.45	0.00
7100 - BOND ISSUANCE COSTS	231,245.71	231,245.71	0.00	(231,245.71)	0.00
7110 - BOND DISCOUNT	122,045.74	122,045.74	0.00	(122,045.74)	0.00
BOND ISSUE	(3,385,000.00)	(3,385,000.00)	0.00	3,385,000.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	1,654,350.00	1,654,350.00	1,530,000.00	(124,350.00)	108.13
7291 - BOND AGENT FEES	250.00	250.00	0.00	(250.00)	0.00
7292 - TRANSFER TO ENTERPRISE	477,625.00	477,625.00	0.00	(477,625.00)	0.00
7295 - 2019 BOND - NORT519WERB	558,600.00	558,600.00	0.00	(558,600.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
PRINCIPLE	2,690,825.00	2,690,825.00	3,238,288.00	547,463.00	83.09
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	694,175.00	694,175.00	(3,238,288.00)	(3,932,463.00)	(21.44)
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	64,485,091.61	64,485,091.61	56,848,554.00	(7,636,537.61)	113.43
TOTAL EXPENSES	20,315,659.48	20,315,659.48	38,805,346.68	18,489,687.20	52.35
PROFIT/LOSS	44,169,432.13	44,169,432.13	18,043,207.32	(26,126,224.81)	244.80

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2022
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: December 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			1,383,195.93
Add: Cash Receipts			10,115.39
Less: Cash Disbursements			(845,124.08)
Add (Less) Other			680,046.68
Ending GL Balance			1,228,233.92
Ending Bank Balance			1,357,931.88
Add back deposits in transit			
	Dec 29, 2022	CJ122922	6,059.00
Total deposits in transit			6,059.00
(Less) outstanding checks			
	Jul 11, 2022	16682	(24,198.75)
	Oct 14, 2022	16988	(105.90)
	Nov 15, 2022	17084	(36,012.57)
	Nov 18, 2022	17101	(24.90)
	Nov 18, 2022	17106	(227.65)
	Nov 30, 2022	17127	(177.10)
	Dec 8, 2022	17166	(1,095.00)
	Dec 14, 2022	17185	(25.00)
	Dec 14, 2022	17186	(495.00)
	Dec 14, 2022	17192	(24.90)
	Dec 15, 2022	17200	(41,580.41)
	Dec 20, 2022	17201	(412.50)
	Dec 20, 2022	17202	(288.75)
	Dec 20, 2022	17203	(1,482.00)
	Dec 20, 2022	17204	(6,400.00)
	Dec 20, 2022	17205	(437.50)
	Dec 20, 2022	17206	(99.45)
	Dec 22, 2022	17207	(800.00)
	Dec 22, 2022	17208	(120.00)
	Dec 22, 2022	17209	(1,300.00)
	Dec 22, 2022	17210	(227.50)
	Dec 22, 2022	17211	(1,400.00)
	Dec 22, 2022	17212	(52.50)
	Dec 22, 2022	17213	(2,949.00)
	Dec 22, 2022	17214	(2,100.00)
	Dec 22, 2022	17215	(900.00)
	Dec 22, 2022	17216	(90.00)
	Dec 22, 2022	17217	(1,400.00)
	Dec 22, 2022	17218	(1,967.50)
	Dec 22, 2022	17219	(9,107.30)
	Dec 29, 2022	17220	(275.06)
	Dec 30, 2022	OL12302022	(6,278.10)
Total outstanding checks			(142,054.34)
Add (Less) Other			
	Dec 30, 2022	CC1230	3,364.43
	Dec 31, 2022	CC1231	1,592.90
	Dec 30, 2022	MARS1221	1,340.05
Total other			6,297.38
Unreconciled difference			0.00
Ending GL Balance			1,228,233.92

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2022
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: December 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	24,534,398.17
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	84,829.16
Ending GL Balance	24,619,227.33
Ending Bank Balance	24,619,227.33
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	24,619,227.33

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2022
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: December 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,169,529.09
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	7,420.93
Ending GL Balance	<u>2,176,950.02</u>
Ending Bank Balance	<u>2,176,950.02</u>
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,176,950.02</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2022
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: December 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,254,285.42
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	130,850.24
Ending GL Balance	38,385,135.66
Ending Bank Balance	38,385,135.66
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	38,385,135.66

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
January 31, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	932,539.71	
1015 - COLO TRUST - GENERAL		17,695,021.00	
1017 - COLO TRUST- RRR		265,563.25	
1019 - COLO TRUST - 2019 BOND		2,184,753.64	
1020 - COLO TRUST - 2022 BOND		38,522,733.50	
1030 - CASH DRAWER		200.00	
1035 - CONTRA CASH RESERVE		(1,705,883.00)	
1050 - CASH RESERVE (CWRPDA)		1,705,883.00	
1100 - AR WATER (DRIP)		1,326,737.99	
1105 - AR CONSTRUCTION METERS		36,164.96	
1116 - ACCOUNTS RECEIVABLE		284,278.25	
1230 - PREPAID INSURANCE		71,048.06	
1300 - INVENTORY		1,766,737.73	
		<u>1,766,737.73</u>	
Total Current Assets			63,085,778.09

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18	
1222 - CSU DRYING BEDS		28,612.00	
1225 - LAND & EASEMENTS		2,450,483.51	
1405 - WATER RIGHTS OWNED		86,180,451.44	
1407 - WATER STORAGE		5,726,726.97	
1415 - MACHINERY & EQUIPMENT		2,204,383.04	
1416 - DEPREC - MACH & EQUIP		(1,645,643.61)	
1420 - OFFICE EQUIPMENT		52,720.33	
1421 - DEPREC - OFFICE EQUIP		(52,720.11)	
1425 - PIPELINES		70,160,785.21	
1426 - DEPREC - PIPELINES		(23,726,280.62)	
1430 - STORAGE TANKS		2,367,776.75	
1431 - DEPREC - STORAGE TANKS		(1,470,427.76)	
1432 - MASTER METERS		684,914.94	
1433 - DEPREC MASTER METERS		(27,157.18)	
1435 - PUMP STATIONS		5,636,955.14	
1436 - DEPREC - PUMP STATIONS		(2,411,788.84)	
1437 - FILL STATION		15,555.00	
1438 - DEPREC - FILL STATION		(3,111.00)	
1440 - PAVING		25,500.20	
1441 - DEPREC - PAVING		(25,499.80)	
1445 - OFFICE BUILDING		1,644,152.98	
1446 - DEPREC - BUILDING		(485,334.42)	
1454 - CONSTRUCT IN PROGRESS		2,836,180.16	
		<u>2,836,180.16</u>	
Total Property and Equipment			150,709,109.51

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70	
1464 - BOND INSURANCE		5,098.00	
1466 - Bond Cst of Issue '19		206,078.00	
		<u>206,078.00</u>	
Total Other Assets			23,060,786.70

Total Assets	\$	<u><u>236,855,674.30</u></u>	
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LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	83,906.81	
2216 - CONST MTR DEPOSITS		114,224.94	

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
January 31, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	129,262.50	
Total Current Liabilities		595,660.37
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
Total Long-Term Liabilities		23,696,212.00
Total Liabilities		24,291,872.37
Capital		
2800 - RETAINED EARNINGS	218,852,931.52	
Net Income	(6,289,129.59)	
Total Capital		212,563,801.93
Total Liabilities & Capital	\$	236,855,674.30

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ONE MONTH ENDING JANUARY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 935,304.30	\$ 935,304.30	\$ 12,215,468.00	11,280,163.70	7.66
3111 - WATER ALLOC SURCHARGE	361,980.00	361,980.00	3,490,134.00	3,128,154.00	10.37
3112 - PLANT INVEST SURCHARGE	75,942.70	75,942.70	2,268,587.00	2,192,644.30	3.35
3113 - ADJUSTMENTS	(2,837.95)	(2,837.95)	0.00	2,837.95	0.00
3140 - CONST METER USAGE	5,743.74	5,743.74	209,100.00	203,356.26	2.75
3141 - CONSTR METER RENTAL	985.00	985.00	5,610.00	4,625.00	17.56
3142 - CONSTRUCT METER REPAIR	0.00	0.00	560.00	560.00	0.00
OPERATING	1,377,117.79	1,377,117.79	18,189,459.00	16,812,341.21	7.57
3210 INTEREST-COTRUST-GENERAL	211,195.13	211,195.13	130,384.00	(80,811.13)	161.98
3220 - PORT PARTONAGE AGFINITY	0.00	0.00	828.00	828.00	0.00
NON OPERATING	211,195.13	211,195.13	131,212.00	(79,983.13)	160.96
3310 - TAP (PI) FEES	0.00	0.00	3,000,000.00	3,000,000.00	0.00
3311 - DISTANCE FEES	0.00	0.00	176,653.00	176,653.00	0.00
3312 - WATER (ALLOCATION) FEE	0.00	0.00	300,000.00	300,000.00	0.00
3314 - INSTALLATION FEES	0.00	0.00	331,224.00	331,224.00	0.00
3315 - METER RELOCATION FEE	0.00	0.00	1,656.00	1,656.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	49,684.00	49,684.00	0.00
3321 - NON-POTABLE INSTALL	0.00	0.00	22,082.00	22,082.00	0.00
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	0.00	0.00	4,174,964.00	4,174,964.00	0.00
3410 - WATER RENTAL	0.00	0.00	18,207.00	18,207.00	0.00
AG WATER	0.00	0.00	18,207.00	18,207.00	0.00
3500 - MISCELLANEOUS	500.00	500.00	0.00	(500.00)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	475.00	475.00	5,520.00	5,045.00	8.61
3530 - RISE TOWER RENT	300.00	300.00	8,060.00	7,760.00	3.72
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	1,275.00	1,275.00	35,662.00	34,387.00	3.58
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(64,946.00)	(64,946.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	0.00	0.00	74,883.00	74,883.00	0.00
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ONE MONTH ENDING JANUARY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	1,589,587.92	1,589,587.92	22,624,387.00	21,034,799.08	7.03
OPERATING EXPENSE					
4110 - POTABLE WATER	202,737.13	202,737.13	3,224,486.36	3,021,749.23	6.29
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	259,321.50	259,321.50	463,615.14	204,293.64	55.93
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	1,115.00	1,115.00	14,000.00	12,885.00	7.96
WATER	(463,173.63)	(463,173.63)	(3,864,011.34)	(3,400,837.71)	11.99
4210 - SALARIES, FIELD	115,049.79	115,049.79	1,527,998.00	1,412,948.21	7.53
4220 - SALARIES, ENGINEERING	9,580.61	9,580.61	189,998.66	180,418.05	5.04
4240 - INSURANCE HEALTH	17,903.63	17,903.63	193,471.00	175,567.37	9.25
4250 - RETIREMENT	6,491.82	6,491.82	84,313.00	77,821.18	7.70
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	2,823.32	2,823.32	6,500.00	3,676.68	43.44
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	(151,849.17)	(151,849.17)	(2,014,952.66)	(1,863,103.49)	7.54
4410 - FIELD	2,017.04	2,017.04	0.00	(2,017.04)	0.00
4411 - LOCATES	811.41	811.41	15,501.00	14,689.59	5.23
4412 - FARM PROPERTIES	0.00	0.00	2,760.00	2,760.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,698.00	5,698.00	0.00
4415 - WATER LINES (REPAIRS)	(266,320.00)	(266,320.00)	50,000.00	316,320.00	(532.64)
4417 - METER SETTING	0.00	0.00	600,000.00	600,000.00	0.00
4418 - MASTER METERS	0.00	0.00	5,000.00	5,000.00	0.00
4419 - SERVICE WORK	(3,832.00)	(3,832.00)	0.00	3,832.00	0.00
4420 - STORAGE TANKS (O & M)	14,304.14	14,304.14	0.00	(14,304.14)	0.00
4430 - PUMP STATIONS (O & M)	1,585.00	1,585.00	0.00	(1,585.00)	0.00
4440 - EQUIPMENT	28.99	28.99	205,000.00	204,971.01	0.01
4450 - SHOP/YARD	4,127.20	4,127.20	0.00	(4,127.20)	0.00
4460 - VEHICLES	1,444.41	1,444.41	102,000.00	100,555.59	1.42
4470 - SAFETY	2,997.50	2,997.50	0.00	(2,997.50)	0.00
4480 - CONTROL VAULTS	0.00	0.00	29,226.00	29,226.00	0.00
4490 - MAPPING EXPENSE	0.00	0.00	39,968.00	39,968.00	0.00
OPERATION & MAINTENANCE	242,836.31	242,836.31	(1,055,153.00)	(1,297,989.31)	(23.01)
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	0.00	0.00	(50,000.00)	(50,000.00)	0.00
4600 - ELECTRICITY	16,414.30	16,414.30	181,100.00	164,685.70	9.06
ELECTRICITY	(16,414.30)	(16,414.30)	(181,100.00)	(164,685.70)	9.06

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ONE MONTH ENDING JANUARY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4700 - COMMUNICATIONS	100.24	100.24	0.00	(100.24)	0.00
COMMUNICATIONS	(100.24)	(100.24)	0.00	100.24	0.00
4810 - GENERAL	2,943.51	2,943.51	0.00	(2,943.51)	0.00
4820 - AUTO	968.45	968.45	0.00	(968.45)	0.00
4830 - WORKER'S COMP	8,653.96	8,653.96	0.00	(8,653.96)	0.00
INSURANCE	(12,565.92)	(12,565.92)	0.00	12,565.92	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	401,266.95	401,266.95	7,165,217.00	6,763,950.05	5.60
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	39,802.16	39,802.16	932,658.00	892,855.84	4.27
SALARIES	39,802.16	39,802.16	932,658.00	892,855.84	4.27
5210 - FICA	13,864.37	13,864.37	130,000.00	116,135.63	10.66
5220 - UNEMPLOYMENT	143.87	143.87	4,968.00	4,824.13	2.90
PAYROLL TAXES	14,008.24	14,008.24	134,968.00	120,959.76	10.38
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,375.50	4,375.50	0.00	(4,375.50)	0.00
HEALTH INSURANCE	4,375.50	4,375.50	60,000.00	55,624.50	7.29
5400 - OFFICE UTILITIES	274.33	274.33	0.00	(274.33)	0.00
5401 - ELECTRICITY	0.00	0.00	10,000.00	10,000.00	0.00
5402 - PROPANE	1,500.00	1,500.00	7,000.00	5,500.00	21.43
5403 - TELEPHONE	1,950.76	1,950.76	23,000.00	21,049.24	8.48
5404 - CELL PHONE SERVICE	0.00	0.00	20,000.00	20,000.00	0.00
5405 - CELL PHONE ACCESSORIES	0.00	0.00	500.00	500.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	1,360.00	20,000.00	18,640.00	6.80
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5412 - PRINTERS	170.31	170.31	0.00	(170.31)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,630.96	5,630.96	66,245.00	60,614.04	8.50
5443 - SOFTWARE	0.00	0.00	7,000.00	7,000.00	0.00
5444 - LICENSES (ANNUAL)	3,980.00	3,980.00	30,000.00	26,020.00	13.27
5445 - SENSUS METER SUPPORT	0.00	0.00	3,000.00	3,000.00	0.00
OFFICE UTILITIES	14,866.36	14,866.36	191,105.00	176,238.64	7.78
5510 - OFFICE EXPENSES	9,930.08	9,930.08	175,107.00	165,176.92	5.67
5520 - POSTAGE	0.00	0.00	3,312.00	3,312.00	0.00
5530 - BANK / CREDIT CARD FEES	3,978.35	3,978.35	5,520.00	1,541.65	72.07

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ONE MONTH ENDING JANUARY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5540 - BUILDING MAINTENANCE	1,115.75	1,115.75	1,104.00	(11.75)	101.06
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,312.00	3,312.00	0.00
5590 - TRAINING	0.00	0.00	8,833.00	8,833.00	0.00
OFFICE EXPENSE	15,024.18	15,024.18	199,948.00	184,923.82	7.51
5610 - LEGAL	10,536.50	10,536.50	357,000.00	346,463.50	2.95
5620 - ACCOUNTING	0.00	0.00	50,000.00	50,000.00	0.00
5630 - WATER TRANSFER FEES	3,016.58	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	852.50	852.50	204,000.00	203,147.50	0.42
5660 - MEMBERSHIP FEES	0.00	0.00	9,022.00	9,022.00	0.00
5680 - LAND ACQUISITION	29,747.69	29,747.69	0.00	(29,747.69)	0.00
PROFESSIONAL FEES	44,153.27	44,153.27	620,822.00	576,668.73	7.11
5900 - MISCELLANEOUS	0.00	0.00	7,729.00	7,729.00	0.00
MISCELLANEOUS	0.00	0.00	7,729.00	7,729.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	132,229.71	132,229.71	2,147,230.00	2,015,000.29	6.16
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	0.00	1,600,000.00	1,600,000.00	0.00
STORAGE TANKS	0.00	0.00	1,600,000.00	1,600,000.00	0.00
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	88,587.42	88,587.42	142,000.00	53,412.58	62.39
EQUIPMENT	88,587.42	88,587.42	167,700.00	79,112.58	52.82
6505 - ENGINEERING	8,022.35	8,022.35	300,000.00	291,977.65	2.67
6510 - WATER LINES	0.00	0.00	15,200,000.00	15,200,000.00	0.00
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
SYSTEM	8,022.35	8,022.35	16,090,000.00	16,081,977.65	0.05
6610 - WATER RESOURCE MANAGER	25,357.57	25,357.57	0.00	(25,357.57)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	6,990,000.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	9,837.25	9,837.25	310,000.00	300,162.75	3.17

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE ONE MONTH ENDING JANUARY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6640 - STORAGE	1,160.26	1,160.26	0.00	(1,160.26)	0.00
WATER RIGHTS	7,026,355.08	7,026,355.08	9,710,000.00	2,683,644.92	72.36
6710 - EASEMENTS	218,300.00	218,300.00	165,000.00	(53,300.00)	132.30
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	3,956.00	3,956.00	5,000.00	1,044.00	79.12
LAND/EASEMENTS	222,256.00	222,256.00	360,000.00	137,744.00	61.74
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	7,345,220.85	7,345,220.85	28,239,700.00	20,894,479.15	26.01
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	0.00	1,590,000.00	1,590,000.00	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	0.00	1,833,000.00	1,833,000.00	0.00
PRINCIPLE	0.00	0.00	5,127,288.00	5,127,288.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(5,127,288.00)	(5,127,288.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,589,587.92	1,589,587.92	22,624,387.00	21,034,799.08	7.03
TOTAL EXPENSES	7,878,717.51	7,878,717.51	42,679,435.00	34,800,717.49	18.46
PROFIT/LOSS	(6,289,129.59)	(6,289,129.59)	(20,055,048.00)	(13,765,918.41)	31.36

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			1,227,418.10
Add: Cash Receipts			126,401.06
Less: Cash Disbursements			(1,302,230.83)
Add (Less) Other			880,951.38
Ending GL Balance			932,539.71
Ending Bank Balance			1,377,223.42
Add back deposits in transit			
Total deposits in transit			
(Less) outstanding checks			
	Jul 11, 2022	16682	(24,198.75)
	Oct 14, 2022	16988	(105.90)
	Nov 18, 2022	17106	(227.65)
	Dec 20, 2022	17205	(437.50)
	Dec 22, 2022	17215	(900.00)
	Dec 22, 2022	17216	(90.00)
	Jan 13, 2023	17260	(3,000.00)
	Jan 13, 2023	17262	(5,959.28)
	Jan 13, 2023	17263	(4,000.00)
	Jan 13, 2023	17264	(500.00)
	Jan 13, 2023	17269	(3,356.25)
	Jan 16, 2023	17271	(9,795.00)
	Jan 16, 2023	17272	(33.20)
	Jan 16, 2023	17273	(44,081.90)
	Jan 16, 2023	17275	(44,505.52)
	Jan 17, 2023	17276	(7,421.67)
	Jan 17, 2023	17278	(166.99)
	Jan 17, 2023	17279	(4,214.87)
	Jan 17, 2023	17282	(2,085.56)
	Jan 17, 2023	17286	(3,304.14)
	Jan 18, 2023	17287	(1,100.00)
	Jan 18, 2023	17290	(184.50)
	Jan 18, 2023	17291	(184.00)
	Jan 18, 2023	17292	(2,131.58)
	Jan 30, 2023	17297	(8,022.35)
	Jan 30, 2023	17298	(4,016.47)
	Jan 30, 2023	17299	(3,754.60)
	Jan 30, 2023	17300	(168.00)
	Jan 30, 2023	17301	(1,160.26)
	Jan 30, 2023	17302	(100.24)
	Jan 30, 2023	17303	(193.26)
	Jan 31, 2023	17304	(182.45)
	Jan 31, 2023	17305	(49.80)
	Jan 31, 2023	17306	(281.73)
	Jan 31, 2023	17307	(260.00)
	Jan 31, 2023	17308	(259,321.50)
	Jan 31, 2023	17309	(5,732.70)
	Jan 31, 2023	17310	(28.99)
	Jan 31, 2023	17311	(2,997.50)
	Jan 31, 2023	17312	(1,401.15)
	Jan 31, 2023	17313	(387.00)
Total outstanding checks			(450,042.26)
Add (Less) Other			
	Jan 30, 2023	CC0130	1,753.35
	Jan 31, 2023	CC0131	2,693.45
	Jan 30, 2023	CCIH0120	499.95

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Jan 31, 2023	CCIH0121	254.10
Jan 31, 2023	MARS0120	<u>157.70</u>

Total other	5,358.55
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>932,539.71</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	24,619,227.33
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(6,924,206.33)
Ending GL Balance	<u>17,695,021.00</u>
Ending Bank Balance	<u>17,695,021.00</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u> 0.00</u>
Ending GL Balance	<u><u>17,695,021.00</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,176,950.02
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	7,803.62
Ending GL Balance	<u>2,184,753.64</u>
Ending Bank Balance	<u>2,184,753.64</u>
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,184,753.64</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,385,135.66
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	137,597.84
Ending GL Balance	38,522,733.50
Ending Bank Balance	38,522,733.50
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	38,522,733.50



Backflow Prevention and Cross-Connection Control
Variance Request Form (Page 1 of 2)

The NWCWD Backflow Prevention and Cross-Connection Control Regulation requires all non-single family service connections, and single-family service connections that pose a Backflow risk, to install an Approved RPZ Assembly immediately downstream of the water meter or as close to that location as deemed practical by NWCWD.
This form is for Tapholders requesting a Variance from the requirement described above.
NWCWD reserves the right to deny any Variance request.

The following is to be completed by the Tapholder:

Table with 2 columns: Property information and Contact information. Includes handwritten entries for Property Owner (Nutri-Turf, LLC), Contact Name (Dan Hanavan), Property Address (43308 County Road 15), Contact Phone (970-372-3642), and Meter Number (1088000).

Handwritten email address: daniel.hanavan@athletes-busch.com

Category of Property (check all that apply):

Form with checkboxes for Commercial, Residential, Agriculture (checked), Industrial, and Other (describe as necessary).

Variance Criteria (check and describe all that apply):

Form with checkboxes for variance criteria: There is not adequate drainage for an Approved RPZ Assembly, An Approved RPZ Assembly would be subject to flooding, Unreasonable Burden (checked), and Installation of an Approved RPZ Assembly would compromise the function of an existing fire sprinkler system. Includes a note about supporting documentation for the fire sprinkler system.

Describe applicable Variance Criteria below:

Handwritten text describing variance criteria: 'Apex to be outside of the 5' threshold so can avoid nearby utilities. Also need to install closer to facility to protect from freezing/exterior elements.'



**Backflow Prevention and Cross-Connection Control
Variance Request Form (Page 2 of 2)**

Describe proposed alternative solution below:

Install RPZ IN large existing vault. Please see attachments for further detail. Names of Attachments below with brief descriptions.

Attachment Name	Description
Multi-Turf Variance Request Attach	Drawings, dimensions, calculations, location
RPZ Location in Existing Vault	3D diagram of proposed installation
Schematic of Potable Water Lines	Simple schematic showing water line from meter to vault to buildings.

Please see attachments.

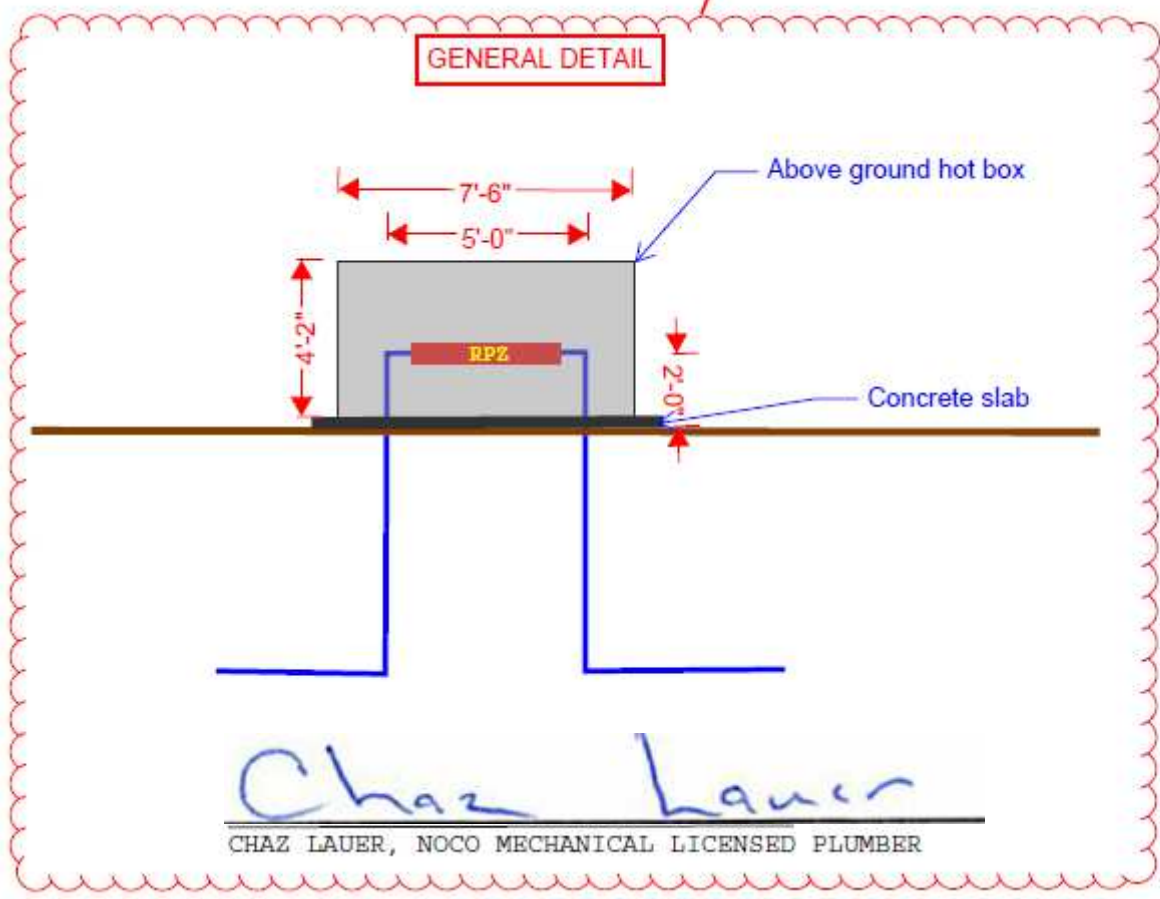
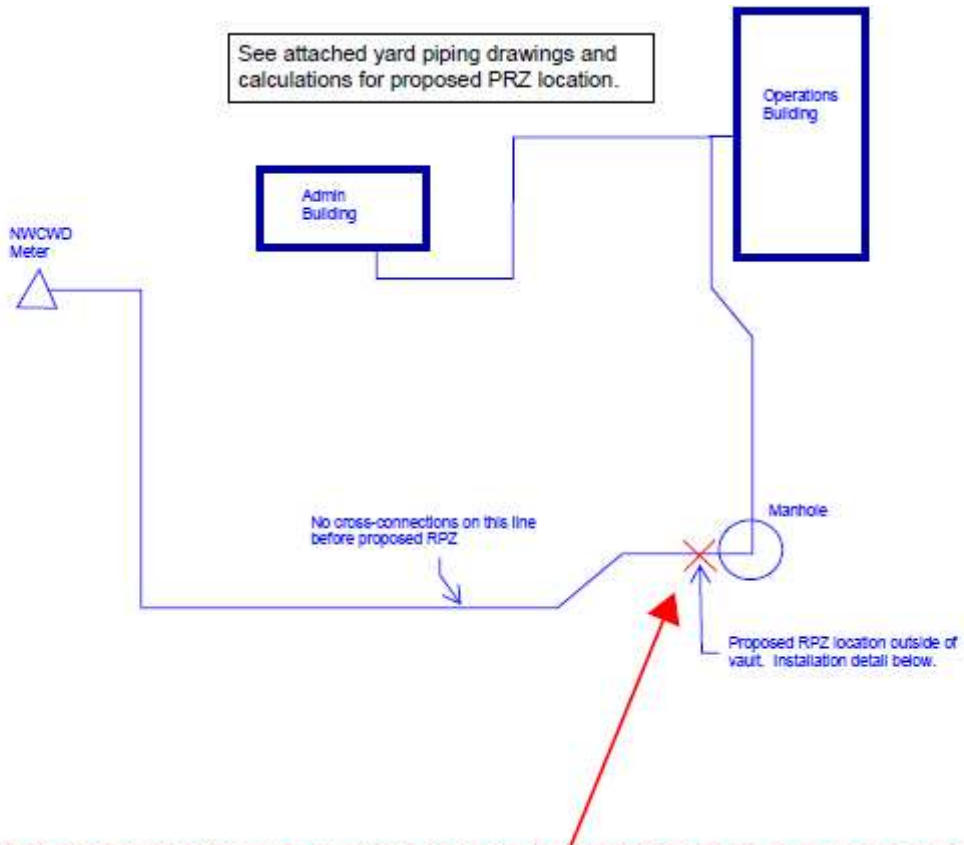
Include sketch above or attach additional drawings and information as/if necessary.

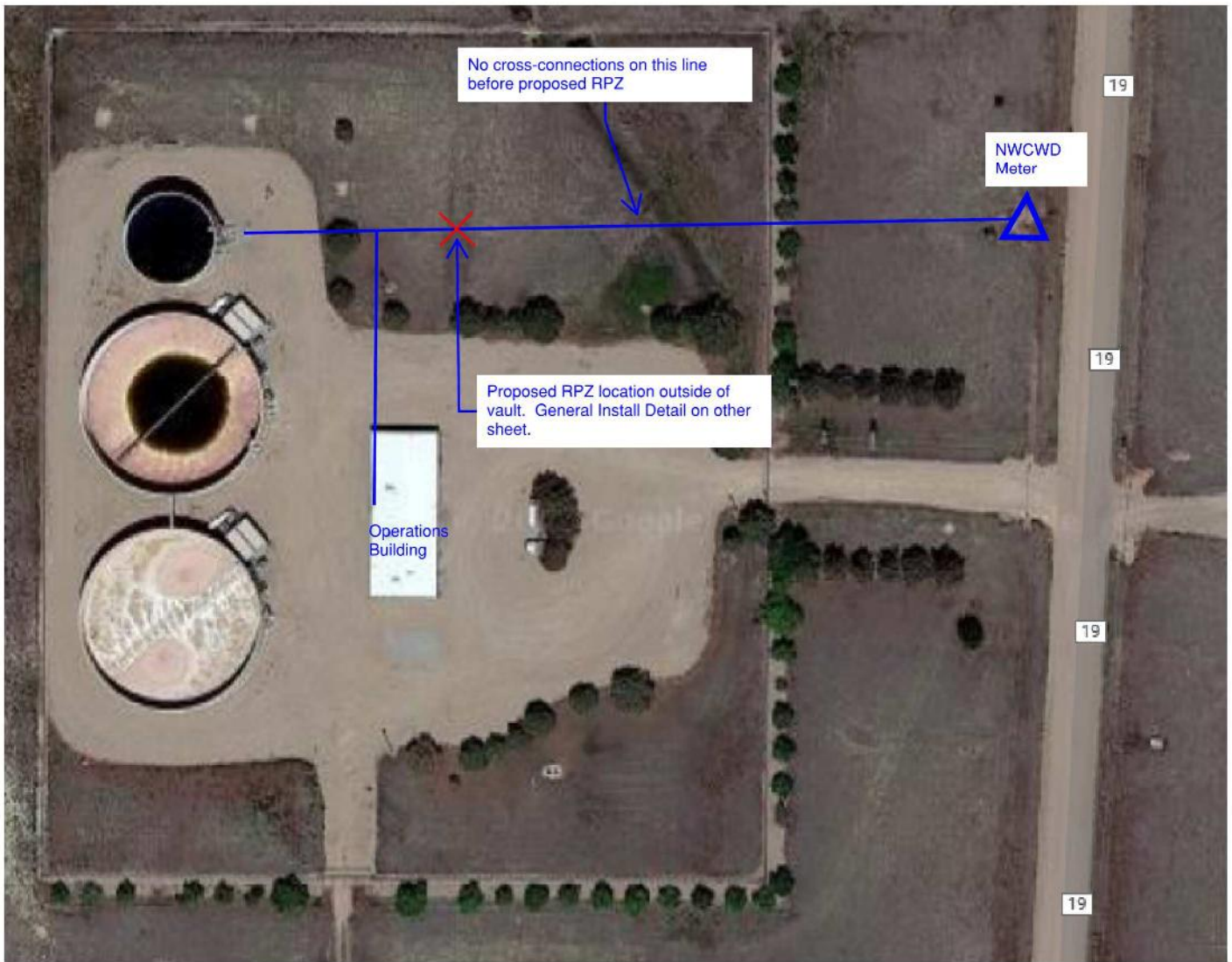
	Name (Print)	Signature	Date
Tapholder			
Master Plumber	Chaz Laker		11-22-22
Master Plumber Certification Information: MP. 00189617			

For NWCWD Use Only:

Date Submitted:	Date Reviewed:	Status: <input type="checkbox"/> Approved <input type="checkbox"/> Unapproved
Comments:		
Authorized By:		

Premise 1088
43308 CR 15
Fort Collins, CO 80524





Project 2001
Approved by
San Joaquin, CA 2001



Tel: 970-352-1700
Fax: 970-352-1708
www.bdo.com

2015 Clubhouse Drive, Suite 203
Greeley, CO 80634

January 11, 2023

Eric Reckentine, District Manager
North Weld County Water District
PO Box 56
Lucerne, CO 80646

Dear Mr. Reckentine:

Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, BDO USA, LLP ("BDO" or "we") will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of North Weld County Water District (the "District" or "you") as of and for the year ended December 31, 2022. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.



Mr. Eric Reckentine
January 11, 2023
Page 2

Also, the supplementary information accompanying the basic financial statements, as listed below, will be subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS, and our auditor's report will provide an opinion on it in relation to the basic financial statements as a whole.

1. Budgetary Comparison Schedule
2. Other Supplementary Information

Responsibilities of BDO

We will conduct our audit in accordance with GAAS. Note that BDO may utilize personnel from a BDO subsidiary to assist in the audit, but BDO will remain responsible for and supervise all such services. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during our audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.



Mr. Eric Reckentine
January 11, 2023
Page 3

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of your District's transactions for the period. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the District and obligations related to the accountability of the District, including overseeing the financial reporting process. For the District, we agree that the Board of Directors (the "Board") meets that definition.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and the Board acknowledge and understand that you and the Board have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the District complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

You acknowledge and understand your responsibility for the preparation of the supplementary information in accordance with the applicable criteria. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

Management is responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a



Mr. Eric Reckentine
January 11, 2023
Page 4

review of both the applicable authoritative literature and the underlying supporting evidence from the District's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the District agrees, subject to prevailing laws and regulations, to release and indemnify BDO and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "BDO Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

Termination

Upon notice to the District, BDO may terminate this Agreement if BDO reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the District agrees to compensate BDO for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.



Mr. Eric Reckentine
January 11, 2023
Page 5

Client Continuance Matters

BDO is retaining the District as a client in reliance on information obtained during the course of our client continuance procedures. Randy Watkins has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the District's financial statements.

Email Communication

BDO disclaims and waives, and you release the BDO Group from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by BDO in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at the District's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the District acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the BDO Group disclaims and the District agrees to release the BDO Group from, and indemnify the BDO Group for, all liability arising out of or related to the use of such External Computing Options.

Use of BDO Advantage Extraction Scripts or Services

With your approval, BDO may use BDO Advantage Extraction Scripts or Services to extract certain general ledger and subledger information from your financial accounting system to facilitate performance of our services. The BDO Advantage Extraction Scripts or Services and all information, content, materials, products (including software), and other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services are provided by BDO on an "as is" and "as available" basis, unless otherwise specified in writing. BDO makes no representations or warranties of any kind, expressed or implied, as to the operation of the BDO Advantage Extraction Scripts or Services, or the information, content, materials, products (including software), or other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services, unless otherwise specified in writing. You expressly agree that your use of the BDO Advantage Extraction Scripts or Services is at your sole risk, and you release the BDO Group from any liability connected therewith. BDO shall not share or sell any of the extracted information to third parties, and BDO shall use such information solely to facilitate performance of the services described in this Agreement.



Mr. Eric Reckentine
January 11, 2023
Page 6

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of BDO, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with BDO's policies, procedures, and applicable laws.

Reproduction of Auditor's Report

If the District plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the District (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Auditor's Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and auditor's report on your website and the signed version of the financial statements and auditor's report provided to management by BDO. You also agree to indemnify the BDO Group for all claims that may arise from any differences between the electronic and signed versions.

Review of Documents in Connection with Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not



Mr. Eric Reckentine
January 11, 2023
Page 7

contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel and Internet Access

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to District employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the District's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the District. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the District in preparing the financial statements and related footnote disclosures for the year ended December 31, 2022, based on the District's accounting records and other information that comes to our attention during the course of our engagement.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the District in the performance of our services. Any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, because BDO incurs great expense in hiring and training its personnel, if you hire one of our personnel who provided services to the District in the immediately preceding 12 months, you agree to pay us a fee of 20% of that individual's annualized base compensation at BDO 90 days from the first day of employment of such individual at the District.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its functions and fulfilling its responsibilities.



Mr. Eric Reckentine
January 11, 2023
Page 8

The District agrees to perform the following functions in connection with our performance of the financial statements and related footnotes disclosures:

- a. Make all management decisions and perform all management functions with respect to the preparation of the financial statements and related footnote disclosures provided by us.
- b. Assign Bernie Frias to oversee the preparation of the financial statements and related footnotes and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the preparation of the financial statements and related footnote disclosures.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The District must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the BDO Group, the BDO Group's liability to the District for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the District to BDO during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the BDO Group), or otherwise. In no event shall the BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator



Mr. Eric Reckentine
January 11, 2023
Page 9

shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the services involved under this Agreement is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement.

The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

The District shall bring no Arbitration Claim more than one (1) year following the completion of the services provided under this Agreement to which the Arbitration Claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such Arbitration Claims.

Fees

Our charges to the District for the services described above for the year ending December 31, 2022 will be \$32,500 plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs. The following is an agreed-upon schedule of payments:

Upon execution of engagement letter	\$8,875
At start of fieldwork	\$14,750
Prior to issuance of report	balance plus incurred expenses



Mr. Eric Reckentine
January 11, 2023
Page 10

This fee is based on the following assumptions:

- Your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested and will utilize our BDO portal to provide us such documents
- Our planned audit timing as agreed upon with you does not change and the client-prepared information and documents are available at the beginning of our fieldwork date(s)
- There will be no significant changes in the internal controls, key personnel, or structure of the organization
- There will be no significant changes in critical systems affecting key financial statement accounts (e.g., significant upgrade, systems integration, and/or systems implementation)
- There will be no significant acquisitions or disposals of businesses
- The number of audit adjustments identified will be minimal
- There will not be significant amendments to the District's debt or financing arrangements requiring significant accounting analysis and/or 'debt compliance letters'
- There will not be any unanticipated increases in current operations requiring significant additional audit time

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Invoices are payable upon receipt. If we do not receive written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the District or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the District, you agree to compensate us for all time we expend



Mr. Eric Reckentine
January 11, 2023
Page 11

in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

Assignment

BDO shall have the right to assign its rights to perform a portion of the services described above to any of its independent BDO Alliance USA members, member firms of the international BDO network, or unaffiliated third-party contractors (a "Permitted Assignee"). If such assignment is made, the District agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the District agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, personnel from a BDO subsidiary or Permitted Assignees located in other countries may participate in the services we provide to the District. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the District's home country, we require that all such personnel and Permitted Assignees agree to maintain the confidentiality of the District's information and observe our policies concerning any confidential client information that we provide to them.

The District may not assign this Agreement to another party without our prior written consent.

Third-Party Use

BDO will perform the professional services provided in connection with this engagement solely for the benefit and use of the District. BDO does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the District and BDO.

Confidentiality

Each of the parties hereto shall treat and keep all of the "Confidential Information" (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement and all



Mr. Eric Reckentine
January 11, 2023
Page 12

information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party's professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party's normal back-up data storage procedures. Notwithstanding the foregoing, BDO shall have the right to use the District's Confidential Information in connection with performing BDO's obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from BDO's work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of BDO's obligations of confidentiality hereunder. BDO shall not share or sell any of the de-identified District information to third parties, and shall store such information in such a way that neither the District nor any of the District's staff or customers can be identified.

Restricted Federal Data

The parties agree that the services are not intended to involve the processing, storage, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Federal Data. The District shall not provide or otherwise make available Restricted Federal Data to BDO unless expressly agreed to in advance in writing by BDO. If the District becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to BDO by the District or otherwise in connection with the Services, the District will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. The District will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Federal Data that the District has disclosed to BDO notwithstanding the foregoing. The District further agrees that it will be



Mr. Eric Reckentine
January 11, 2023
Page 13

responsible for all fees, costs, and expenses associated with processing of Restricted Federal Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Federal Data.

Licensing Representation

To the extent necessary for BDO to perform its obligations described herein, the District represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow BDO and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the District under the District's third-party services contracts, licenses, or other contracts granting the District the right to access, use, or receive services or software (each a "Licensing Representation"). Upon BDO's request, the District will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The District hereby releases the BDO Group from, and indemnifies the BDO Group for, all claims and liabilities resulting from: (i) BDO's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by BDO.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the District. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the District hereby authorizes BDO to participate in such confirmation processes, including through the third party's website (e.g., by entering the District's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the BDO Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any



Mr. Eric Reckentine
January 11, 2023
Page 14


reason under such applicable laws, regulations, professional standards, published interpretations, or any reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The District's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the District and any District subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing this letter via the DocuSign link that we provide. Alternatively, if you are receiving hard copies of this engagement letter and DocuSign will not be used, please return to us a copy of this Agreement and retain a copy for your files.

Very truly yours, DS

Acknowledged: _____ 1/11/2023

NORTH WELD COUNTY WATER DISTRICT

By: DocuSigned by:
Eric Reckentine _____ Date: 1/12/2023
Eric Reckentine, District Manager

WATER LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2023 (the “Effective Date”), by and between the North Weld County Water District, (“District” or “Lessor”) and Cook Brothers Land, LLC, a Colorado limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor owns one (1) share of the Water Supply and Storage Company (the “Company”) represented by Stock Certificate No 6789 (1 share) (the “Share”); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of 100 acres of the farm identified as the Cook Brothers Land, LLC farm in Eaton, Weld County (the “Cook Brothers Land (Farm)”); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee and Lessor leases the same from Lessor.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2023. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the “Water”. The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2023.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Cook Brothers Land (Farm).
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2023, which amount is equal to \$3,250.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such invoice has been issued. If Lessee does not make the required payment by the due date,

Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law or administrative practice concerning water rights administration, water quality or stream

flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Cook Brothers Land Farm, then Lessee may assign this Agreement to the purchaser of the Cook Brothers Land Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of the Water to irrigation of the Cook Brothers Land

Farm. An assignment of this Agreement to the purchaser of the Cook Brothers Land Farm will be approved by Lessor; however, in order to be effective, an assignment to the purchaser of the Cook Brothers Land Farm shall be a) in writing, b) contain a statement which clearly states that the assignment is subject to all terms and conditions of this Agreement including specifically stating that the use of the Water is limited to irrigation of the Cook Brothers Land Farm, c) signed by both Lessee and the purchaser of the Cook Brothers Land Farm, d) accompanied by a copy of the deed transferring the Cook Brothers Land Farm from Lessee to the purchaser of the Cook Brothers Land Farm and e) provided to Lessor.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed. The Parties intend that Lessor shall not incur any liability other than those liabilities directly running to Lessee or its assigns permitted under this Agreement if any. Lessee therefore covenants and agrees to indemnify, save and hold harmless Lessor from all liability, cost or expense of any kind, including Lessor's costs of defense, to any other party, arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.
18. **Lessor bears No Responsibility.** Lessor shall have no liability for the failure of the Company or any other ditch or lateral to deliver the Water associated with the Share to Lessee. Lessor makes no representation or warranties regarding the quality of the Water associated with the Share and Lessor shall not be held liable by Lessee for any claims or damages related to the quality of the Water associated with the Share leased hereunder.
19. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
20. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
21. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
22. **Notice.** Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To Lessor: North Weld County Water District
P.O. Box 56
Lucerne, CO 80646

To Lessee: Cook Brothers Land, LLC
Attn: Brad Cook, Manager
321 Willow Avenue
Eaton, CO 8015

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.
26. **No Construction Against Drafter.** This Agreement was drafted by Lessor with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COOK BROTHERS LAND, LLC

By: Brad Cook, Manager

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager



2133 South Timberline, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email to:
Eric Reckentine eric@nwcwd.org

January 20, 2023

Mr. Eric Reckentine
General Manager
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

RE: North Weld Zone 1 - 42-inch Waterline
Scope of Services Proposal

Dear Eric:

This scope of work proposal follows on our recent proposal process for the North Weld County Water District (North Weld) 42-inch waterline along Highway 14 and Highway 257. We are very excited for the opportunity to join your team and lead the design and construction management efforts for this critical infrastructure project.

We understand the project will provide needed potable water to a currently capacity-constrained area of the water district. Thank you for giving Ditesco the opportunity to provide Design and CM services for this project. Ditesco is built on relationships and we appreciate our continued relationship with North Weld!

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970.690.1889 and email jill.burrell@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink that reads "Jill Burrell".

Jill Burrell, P.E.

Enc. scope of services

Cc: Keith Meyer, PE
file

Exhibit A

North Weld Zone 1 42-inch Waterline Design & Construction Phase Scope of Services

Project Understanding

Design & Bidding Phase

North Weld County Water District (NWCWD) currently has potable water pipelines routed from Soldier Canyon Filter Plant (SCFP) to the east, into the distribution system. NWCWD is currently improving the infrastructure for a portion of the potable water transmission system, in tandem with East Larimer County Water District (ELCO), called the NEWT pipeline. This waterline extends potable water distribution through primarily private property from east Fort Collins, to the intersection of Highway 14 and Weld County Road 13.

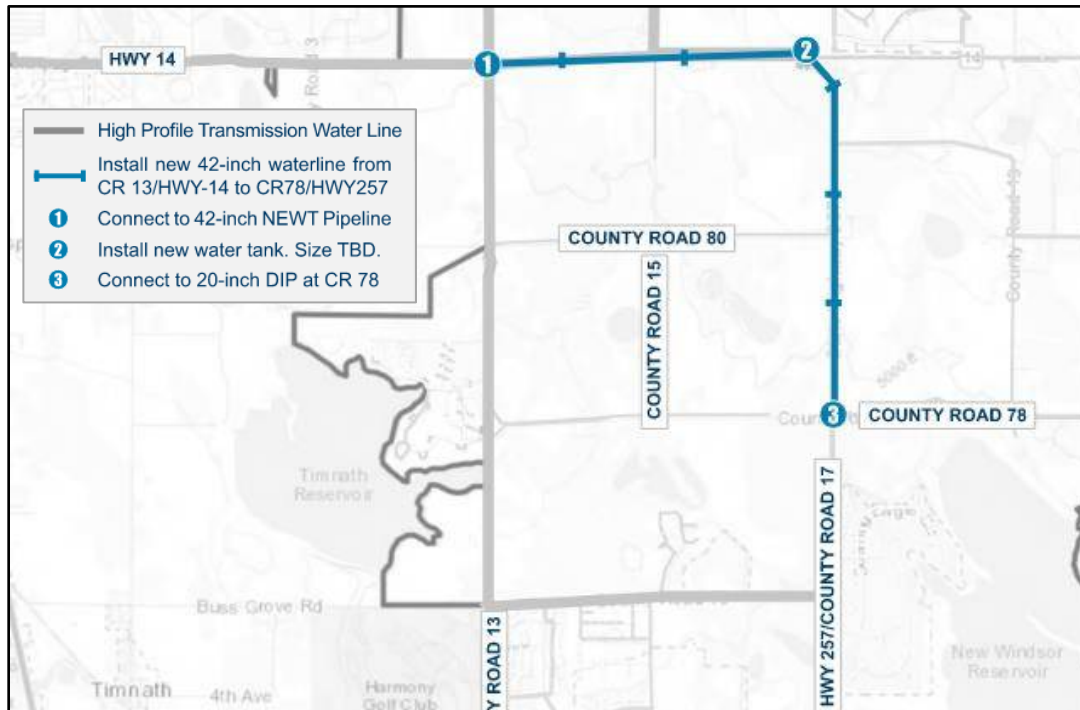


Figure 1. North Weld Approximate Limits of Pipeline Replacement

The NEWT line will connect into NWCWD 24-inch Reinforced Concrete Pipe (RCP) that travels to the east, along Highway 14. NWCWD desires to extend the design and installation of a 42-inch waterline to the east towards the existing HWY14/HWY257 tanks. At this location, an additional water storage tank is planned. The size of the water storage tank will be determined based upon the completion of system modeling by Stantec. From the water tank location, NWCWD desires to replace the 16-inch and 18-inch pipelines down HWY 257 to County Road 78. The full pipeline replacement extents are shown in Figure 1 and include approximately 21,000-lineal feet of pipe.

All waterline installation is planned to be 42-inch welded steel pipe, designed to AWWA M-11 Standards. The waterline will be cathodically protected and designed and installed to allow for future pump station addition and increase in pressure.

NWCWD desires to contract with an Engineering team to complete the survey, design, property acquisition, and project management for this pipeline. Ditesco has prepared the following scope of work, based upon the information provided during the field meeting on October 19, 2022. NWCWD desires for the waterline design and permitting to be complete, allowing the construction of the waterline to occur in approximately 18-months (anticipated May 2024).

Construction Phase

Following completed design and permitting for NWCWD 42-inch pipeline, the pipeline construction is anticipated to be advertised for construction in the 2nd Quarter 2024. It is anticipated this work would be completed through a Construction Manager at Risk (CMAR) procurement method and single pipe heading over an 14-month duration. It is assumed that Quality Control (QC) construction testing will be provided by the Owner, under a separate contract.

For this work, Ditesco is anticipating utilizing our Construction Management group that has robust large diameter steel pipeline experience. Ditesco will continue to act as Engineer during the Construction Phase, providing Engineering Services During Construction, and coordinate additional construction oversight with our Construction Management team.

Our proposed scope includes Preconstruction, Construction, and Post Construction services as described below. We anticipate final restoration of property and close out of temporary construction easements to occur over a longer period and have included part time effort to assist with close out in Post Construction services.

Project Approach – Design

Design Development Phase

General Design Services

- Our team will develop a preliminary horizontal alignment for the waterline, complete to a 30% design level, during this phase of the work. The waterline routing will evaluate constructability concerns, property availability/acquisition needs, and construction phasing of the waterline. These drawings will include topographic survey, property boundary information, existing utilities.
- Our team will complete full topographic survey of the corridor. This topographic survey will include survey grade to 1-ft contours. The survey will include title work for adjacent properties to understand existing easements and property ownership. Topographic survey will be collected on State Plane and NAVD 88 and will include the collection of utilities along the corridor.
- Our team will complete geotechnical sample collection and geotechnical testing. It is anticipated that we will complete twenty (20) borings along the corridor to a depth of 15 to 30 feet, or auger drill refusal. We will collect samples in 5-foot intervals and monitor groundwater levels upon boring completion and several days following the boring.
- Soils samples will be collected and sampled in the laboratory and a geotechnical report will be generated to discuss sample results, geologic hazards, trenchless construction recommendations, excavation considerations, assessment of on-site natural soils and existing fill for reuse as engineered fill, groundwater effects on proposed construction, and resistivity results to inform cathodic protection.
- We have anticipated utilizing Procore for all project documentation. Ditesco will develop a Procore project site for information sharing. This service is provided for the project at no additional cost to the Owner.
- For all drawing and specification reviews, we have anticipated utilizing a BlueBeam studio session. This approach allows collaborative real-time review of project documents, drawings, and specifications.
- For the selected horizontal alignment and private property crossings of the pipeline, our team will develop temporary and permanent easement exhibits to support the acquisition of property.
- Our team will stake property boundaries and proposed temporary and permanent construction easements to support the property acquisition efforts.
- We will collect utility crossing information for all existing utilities within the pipeline alignments. We have anticipated 200 potholes across this alignment. These potholes are primarily anticipated to be completed in soft-surface areas. This effort will include all traffic control plans and permitting, core drilling, if applicable, and restoration with squeegee backfill. These pothole locations will be surveyed and added to the base drawings.
- Our team will develop a Subsurface Utility Engineering (SUE) Drawing to a quality Level A, including all pothole investigation, photographs of potholes, and documentation of all utilities. The pothole log will be

included in the drawing set. Photographs documenting the existing utility information will be included as an exhibit to the specifications.

- Ditesco will work with Stantec to develop the final hydraulic conditions for operation of this pipe, or build upon the prior work completed by Providence for NEWT3 as the pipeline will operate on the same hydraulic gradient thereby the pipe will experience similar pressure conditions. We will also work with Stantec to understand the storage needs and tank sizing. Our scope does not include detailed hydraulic analysis of the District's system for addition of this pipeline. The pipeline will be designed to AWWA M-11 standards.
- We will evaluate the location of new meter vaults in the system. It is anticipated one (1) meter vault will be installed along the pipeline corridor to evaluate water consumption downstream of the new tank. It is anticipated these meter vaults will include:
 - Subsurface vault – either cast in place concrete or pre-fabricated structure
 - Metering system – magnetic meter or similar
 - Isolation valves
 - Cathodic protection system
 - Water quality panel including testing for chlorine residual, pH, and temperature
- Following geotechnical sampling and testing, our team will develop recommendations and design for cathodic protection along the pipeline.
- Our team will develop a design development drawing set, complete to a 60% design level, for the waterline, during this phase of the work. This drawing set is anticipated to include the following sheets:
 - Cover (1 sheet)
 - General Notes (3-4 sheets)
 - Existing Conditions (3-4 sheets)
 - Overall Site Plan (3-4 sheets)
 - Site Grading Drawings at Tank (2 sheets)
 - Plan and Profile drawings (30-35 sheets)
 - Ditch Crossing sheets (2-3 sheets)
 - Tank Drawing (1 sheet)
 - Cathodic Protection Drawings (3-4 sheets)
 - P&ID Drawings (3-4 sheets)
 - Electrical Drawings (3-4 sheets)
 - Details (5-6 sheets)
 - SUE Plan (3-4 sheets)
 - **Total Sheets: 62-76 sheets**
- Our team will develop a Division 01-48 CSI-formatted technical specifications set for North Weld during the design development phase. These specifications will include a performance specification for the procurement and installation of a coated carbon steel water tank and foundation design. If preferred by the District, we can work with a concrete tank design/build contractor to develop unique specifications for this project whether post tensioned or spiral wrapped. The design of this system is intended to be by the design-build manufacturer and has not been included in this scope of work.
- We will coordinate with the ditch company for the two crossings anticipated with this waterline. We will complete initial outreach for horizontal and vertical alignment requirements, and discuss crossing review and approval process. We will utilize the design development package to present the proposed utility crossings.
- For the Design Development Phase we have anticipated the following meetings:
 - Bi-weekly meetings with the project team and Owner. For this effort, approximately twenty-six (26) meetings have been anticipated.
 - Design meeting with Weld County to discuss utility crossings and permitting. Anticipate two (2) meetings.

- Design coordination with the ditch company is anticipated to include one (1) meeting.
- Bi-weekly internal design coordination meetings with design team. This effort is anticipated at twenty-six (26) meetings.
- One (1) 60-percent Design Development Package Review meeting.

Environmental Services

- Following the preliminary horizontal alignment of the pipeline, our team will complete an environmental survey to provide environmental clearances along the corridor. Our team will provide the following surveys:
 - Wetland Delineation
 - Migratory Bird and Raptor Nesting Surveys
 - Sensitive Species Surveys

Property Acquisition

- Our Team will complete property valuations and collect any necessary additional title work for the affected properties.
- For each of the seven properties with which the waterline crosses, it is recommended that appraisals are obtained for each property. We have anticipated seven (7) appraisals within this scope of work.
- All conveyance documents will be completed on North Weld standard forms and will be reviewed and approved by the North Weld prior to distribution.
- Upon the development of initial project drawings, our team will meet with each property owner or their representatives in an effort to establish “good faith” negotiations and resolve the acquisition by voluntary settlement. It is anticipated that these negotiations remain open for at least 30-days, based on CDOT and federal policies, to allow for the property owner to consider and negotiate North Weld offer. During these negotiations, North Weld will be kept apprised of the situation. At the completion of the 30-day window, we will inform North Weld of the ability to negotiate a voluntary settlement. If agreement is not able to be reached, our team will discuss remaining options with North Weld.
- Our team will develop and complete final documentation upon agreement with a property owner. This information will be provided to NWCWD for review and approval. Upon acceptance of this agreement, our team, through Western States, will act as the District’s Agent for final closings, if desired.
- In the case that the North Weld must seek acquisition through condemnation, Western States will support NWCWD’s legal counsel and testimony in District Court relative to the negotiations with the property owners. If eminent domain is necessary, additional fees will apply as these costs are not included within our proposal.

SCADA and Electrical Design Services

- Our team will complete a preliminary design for the extension of power to the proposed tank location and any proposed meter vaults and/or interconnects. For this effort, we have anticipated two (2) meter vaults are included.
- Our team will develop a network diagram for the entire new system and Process and Instrumentation Drawings (P&IDs) for the tank and meter vault sites.
- Our team will conduct a site visit with our Electrical and instrumentation subcontractor, Browns Hill, to evaluate site utilization and utility availability at each location.
- The two (2) meter vaults will be designed with electrical power to accommodate lights, fans, instruments, and the PLC panel.
- The tank site will be designed with electrical power for lights outside the tank and a PLC panel to support instrumentation within the tank. Power will also be provided to accommodate site security and site lighting, as necessary.

- EI&C design will include design of the communications system for the new infrastructure and all components of the SCADA system for design.
- For this study, we have not included a scope of work or cost to complete a radio path analysis and survey.

Construction Documents Phase

- In the Construction Documents Phase, our team will work to respond to NWCWD comments on the drawings and specifications prior to beginning this phase of the work. This effort will include development of a comment response log to address all open comments.
- Our team will rapidly advance the right-of-way crossing drawings and tank drawings. These areas are anticipated to trigger a Use by Special Review (USR) process with Weld County. We will support NWCWD in the development of all documents required for the permitting process. We will submit these drawings, coordinate with Weld County during their review, and respond to all comments from Weld County. This effort is anticipated to be completed concurrently with the remainder of the construction documents design phase.
- We will finalize the design of the new meter vaults in the system.
- Our team will advance the electrical and instrumentation and controls design to meet NWCWD needs for final installation.
- Our team will advance the design drawings to a final issue for construction document set, complete to a 90% level, during this phase of the work. This drawing set is anticipated to include the following sheets:
 - Cover (1 sheet)
 - General Notes (3-4 sheets)
 - Existing Conditions (10 sheets)
 - Overall Site Plan (10 sheets)
 - Phasing drawings (3-4 sheets)
 - Traffic Control drawings (3-4 sheets)
 - Plan and Profile drawings (30-35 sheets)
 - Site restoration drawings (10-15 sheets)
 - Ditch Crossing sheets (5-6 sheets)
 - Tank Drawing (1 sheet)
 - Site Grading Drawings at Tank (2 sheets)
 - Cathodic Protection Drawings (3-4 sheets)
 - P&ID Drawings (3-4 sheets)
 - Electrical Drawings (3-4 sheets)
 - Details (5-6 sheets)
 - SUE Plan (3-4 sheets)
 - **Total Sheets: 101-122 sheets**
- Our team will develop an Engineer's Opinion of Probable Cost to AAEC Class 5 for the pipeline alignment construction.
- Our team will finalize Division 01-48 CSI-formatted technical specifications. These specifications will include a performance specification for the procurement and installation of a coated carbon steel water tank and foundation design, references to the final geotechnical report, and any other pertinent information.
- We will finalize the ditch crossings with the ditch company. We will complete coordination for the final approval process. We will submit final construction documents to the ditch company to finalize review and approval of the crossings.
- For the Construction Development Phase we have anticipated the following meetings:
 - Bi-weekly meetings with the project team and Owner. For this effort, approximately five (5) meetings have been anticipated.
 - Design review meetings with Weld County including:

- Pre-submission meeting (anticipate one (1) meeting)
- Design review meetings after submission (anticipate two (2) meetings)
- Final reconciliation meeting to close out all comments (anticipate one (1) meeting)
- Design coordination with the ditch company is anticipated to include three (3) meetings.
- Bi-weekly internal design coordination meetings with design team. This effort is anticipated at five (5) meetings.
- One 90-percent Construction Documents Package Review meeting.
- Following the 90-percent documents meeting, our team will finalize the design drawings and specifications. These documents will be utilized as the basis for bid.

Bidding Phase

- Ditesco will develop front-end bid documents to support the project advertisement.
- Our team will attend one (1) preproposal meeting. This meeting is anticipated to be held in person at NWCWD.

Our team will respond to questions generated during the bidding process. Responses will be developed and posted via Addendum. We have anticipated development of two (2) addenda for this process.

Design-Phase Deliverables:

- Deliverables will include full project documentation including:
 - Meeting Agendas & Minutes
 - Design-phase correspondence
 - Schedules
 - Reports – Environmental Surveys, Geotech, etc.
 - Topographic Survey, easement exhibits, easement descriptions
 - Title work and property binders
 - Photographs
 - Design Drawings
 - CSI-Formatted Technical Specifications
 - And other relevant information produced throughout the design phase

All documents will be provided in an electronic form on external drives for North Weld use (as duplicated from the Procore site).

Project Approach – Construction

Preconstruction Phase

- Prior to construction, we will establish a document management site for design team, owner and contractor access. This site will house all pre-construction phase communications including submittal reviews, RFIs, meeting minutes, and reports. Ditesco staff will establish the required tracking logs within Procore to manage the RFI, submittal and change tracking processes for use in Quality Assurance inspection and QA and QC result review. Ditesco will provide training and access for an unlimited number of users to this cloud-based application.
- Ditesco staff will prepare a quality assurance plan (QAP) establishing all of the necessary testing and inspection protocols for the project. This will be provided to the contractor and City staff for use and based on the contract documents and technical specifications. The approach assumes all construction Quality Control material testing is being provided by the contractor.
- We will attend individual landowner meetings for finalization of utility easement and temporary easement conditions as desired the by the City.

- We will assist in reviewing and optimizing a Risk Register for use during preconstruction, construction, and post-construction. The Risk Register will require buy-in and understanding from all parties and Ditesco will work to ensure a proper balance of risk between NWCWD, Ditesco, and the selected Contractor.
- Our team will review the contractor's construction schedule and provide comments in order to ensure a logical and achievable project schedule.
- Our team will provide review and provide comments for Contractor's Guaranteed Maximum Price (GMP), and serve as the manager for comment resolution, pricing adjustments, value engineering discussions, and final negotiations of the GMP.

Construction Management Phase

Engineering Services During Construction

- During Construction, Ditesco will provide Engineering Services During Construction, in coordination with our Construction Management team. Ditesco will provide Engineering Submittal review. For this effort, we have anticipated 250 submittals will be reviewed.
- For the construction of this project, our team will has anticipated 75 RFIs will be reviewed.
- Our engineering design team will attend the construction progress meetings on a bi-weekly basis. We have anticipated 36 meetings for this effort. Meeting preparation, documentation, and management will be managed by our construction management team.

Construction Management

- During this phase Ditesco will provide full-time Construction Management and Resident Engineering services to assist in work coordination and ensure compliance with contract documents/specifications.

Meetings

- Our staff will attend and document one (1) pre-construction meeting.
- We will schedule, manage, and document weekly construction progress meetings on site with the contractor and their subcontractors. We will provide meeting minutes for all meetings, track action items and ensure follow-through by the assigned party. We have anticipated 72 meetings for this effort.
- Ditesco staff will conduct special project meetings as necessary for work planning, method of procedure (MOP) review and sequencing events as may be required by the construction process.

Document & Process Management

- During the construction phase, we will manage a document management site. This site will house construction phase communications including, meeting minutes, test results, correspondence, daily logs and reports, submittals, RIFs, photographs, and other construction-related items.
- Our team will ensure work does not occur until approved submittals are provided to the contractor. As part of our normal inspection procedures, our staff will ensure all materials received on the jobsite conform to approved submittals and shop drawings.
- Our staff will manage the quality control program through NWCWD contracted material testing firm. Ditesco staff will review all material test reports provided by the testing firm. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications/QAP.
- We will maintain a photographic log of the project documenting construction and post construction conditions. This work is expected to include brief descriptions of each photograph with a filename, time and date reference, incorporated within the daily log. This work will be within the Procore document management site.
- We will maintain project records including contracts, schedules (overall job and three/six week look-ahead), progress meeting minutes, material test results, weekly reports, correspondence, pay applications, change

orders, routine photographs, testing records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).

Contract Administration

- We will review and recommend approval of pay applications to NWCWD, review and manage contract changes for approval by the City and provide for overall administration of the construction contract. This work includes verification of quantities and cost backup, review and audit of all change order requests and performing independent cost estimates as necessary to support change order audits.
- We will implement change control procedures for a CMaR construction contract. This will include daily; weekly and monthly tracking of contractor progress items. We will establish these procedures with the contractor from the onset of construction.
- Ditesco will act as the main contact for NWCWD and Contractor throughout the construction phase, managing all aspects of the project delivery.

Quality Assurance

- Our staff will perform daily site inspection and observation (full time) to ensure quality construction and conformity to the plans and specifications. Inspections will include pipeline installation, excavation, dewatering, trench stabilization, shoring, pipe bedding, interior and exterior coatings, backfill and site restoration. Additional inspection will include structural concrete, reinforcing steel, bore/tunnel/shaft, roadway reconstruction and asphalt paving. We will provide field engineering support addressing field changes quickly to avoid construction delays.
- Our team will ensure the project is built to a high degree of quality. Nonconformance reports will be issued as necessary to document quality issues and bring issues to final closure.
- We will coordinate construction activities with all stakeholders including NWCWD, private property owners, and others as necessary.
- We will ensure the material testing firm is appropriately managed and quality control reporting is accurate.

Reports & Record Keeping

- We will provide NWCWD with weekly and monthly reports documenting the contractor's work progress, contract times and other pertinent information.
- We will document daily work progress in the form of daily construction reports through the Procore site for each day that Ditesco is onsite for inspection and quality assurance. Daily reports will include work activities, production, photos, crew and equipment allocation, communications, testing, materials received, traffic management, changes in conditions, weather, any outside visitors, and hours worked.
- Our team will assist with startup and testing including coordination with the Contractor to develop Method of Procedure Plans for testing, documentation of startup activities, collection of Certificate of Proper Installation (COPI) forms from vendors, records of disinfection, and general coordination for startup activities associated with the pipeline, tank, and potential meter vaults.
- We routinely manage a "pending issues" log that tracks pending changes and issues related to the construction contract.
- Ditesco will ensure accurate record drawings are maintained through collection of Contractor provided redlines and information we may collect.
- Ditesco staff will document record locations of the as-built pipeline through use of survey and GPS grade equipment as a supplement to the contractor's work.

Schedule Management

- Our team will monitor the contractor's schedule regularly and expect monthly updates to the project CPM. We will endeavor to share project scheduling software files with the contractor to review logic, float and activity durations in detail. We will report on any discrepancies in the schedule to the expected delivery through terms in the construction contract.

Post Construction Phase

- We will conduct a final punch list walk-through for various stages of the work.
- Ditesco personnel will ensure that an as-built plan set is maintained by the Contractor and reviewed by Ditesco, upon completion of the project. This will be redlined drawings in Bluebeam or electronic drawings (CAD) maintained by our staff and will be coordinated with plan changes that may be documented by the contractor. We expect redlined drawings will be maintained through Procore or a Bluebeam Studio session. Upon completion of this set, final AutoCAD Civil3D record drawings will be developed by Ditesco.
- We will ensure accurate O&M manuals are transmitted to the City upon completion of the project (as applicable).
- Ditesco staff will assist NWCWD to compile, execute and collect all necessary close out paperwork including substantial completion, final acceptance, lien waivers, consent of surety, warranty letters and other close out forms as necessary.
- We will provide written Certificate of Completion to NWCWD and a final letter of certification that the construction was performed in accordance with the approved plans/specifications relative to Ditesco's onsite observations.
- We will conduct warranty walk-through inspections at designated times after final project acceptance.
- Our team will monitor property restoration through monthly site visits for a period of 12 months following construction completion. This work will culminate with the 11-month warranty walk through of the project.

Construction-Phase Deliverables

- Deliverables will include full project documentation including:
 - Quality Assurance Plan (QAP)
 - Construction correspondence
 - Pay applications, change orders, field orders, work change directives
 - Schedules
 - Reports
 - Photographs
 - Meeting notes
 - Record drawings
 - And other relevant information produced throughout the preconstruction and construction phase

All documents will be provided in an electronic form on external drives for North Weld use (as duplicated from the Procore site).

Schedule

The anticipated schedule is as follows.

Design Phase	February 2023 to March 2024
Bidding/Pre-Construction Phase	March 2024 to June 2024
Construction Phase	July 2024 to December 2025
Post-Construction Phase	January to December 2026

Fee Estimate

We have based our fee estimate on the following assumptions of the project schedule.

- Fees associated for permits are not included in this scope of work and assumed by others
- Survey will be limited to half the right of way and 50-ft outside of right-of-way, following the alignment of the pipeline.
- We have anticipated utility potholing limited to approximately 200 potholes along the corridor.
- Survey exhibits and property acquisition limited to the seven (7) properties bordering the alignment.
- The Work will be designed/completed in private easements and is not anticipated to include extensive permitting with Weld County.
- Environmental surveys are limited to the initial Survey anticipated within this scope of work.
- Electrical and SCADA design is anticipated to support one (1) tank and two (2) meter vaults
- Fees associated with permits have not been included in our estimated scope of Work/fee.

<i>Design Development Phase:</i>	\$ 697,544.00
<i>Construction Document Phase:</i>	\$ 250,121.00
<i>Bidding Phase:</i>	\$ 9,828.00
<i>Pre-Construction Phase:</i>	\$ 22,185.00
<i>Construction Phase:</i>	\$1,214,365.00
<i>Post-Construction Phase:</i>	\$ 84,656.00
<i>ODCs:</i>	<u>\$ 123,901.00</u>
<i>Total:</i>	\$2,402,165.00

A detailed task breakdown is included. Please find this on page 13 & 14 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 12-14 of this proposal. All reimbursable expenses will be billed at direct cost.

Exhibit B

Ditesco 2022 Rates

Role	Rate
Principal:	\$158.00 - \$185.00 per hour
Senior Project Manager:	\$123.00 - \$152.00 per hour
Project Manager	\$118.00 - \$135.00 per hour
Project Engineer:	\$115.00 - \$130.00 per hour
Engineer:	\$95.00 - \$122.00 per hour
Senior Construction Manager:	\$120.00 - \$148.00 per hour
Construction Manager/Resident Engineer:	\$97.00 - \$128.00 per hour
Inspector:	\$75.00 - \$124.00 per hour
CAD Design	\$69.00 - \$90.00 per hour
GIS Technician:	\$72.00 - \$118.00 per hour
Administrative:	\$58.00 - \$71.00 per hour
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate (if needed):	\$105.00 per day
Subconsultant Markup*:	None
All other costs at direct expense*	
Terms	30 days net

Phase/Task Description	Personnel								Subcontractor	Task Total	
	Keith Meyer	Jill Burrell	Dan Egger / Andrew West	Rhonda Bunner	Leslie Brantner	Justin Schaller	Matt Jardine	Eric Kitscher			
	Principal	Sr Project Manager	Design Engineer	CAD Design	Admin	Construction Manager	Construction Manager	Inspector			
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)			
	\$185	\$148	\$130	\$88	\$70	\$140	\$125	\$106			
Design Phase - Design Development											\$697,544
2.03 - Contract Management	5	12	0	0	12	0	0	0			\$3,541
1.01 Design											
- AWWA M-11 Design - 42-inch Pipeline	10	120	338	0	0	0	0	0			\$63,550
- Water Meter Vault Design	4	80	160	24	0	0	0	0			\$35,492
- Cathodic Protection Design	0	52	26	0	0	0	0	0	\$55,692		\$66,768
- Electrical and Instrumentation Design	0	8	16	0	0	0	0	0	\$19,344		\$22,608
- Environmental Services & Surveys	0	2	2	0	0	0	0	0	\$4,860		\$5,416
- Property Acquisition Services	0	8	4	0	0	0	0	0	\$91,980		\$93,684
- 60% Drawings											
- Existing Conditions & Potholing	0	8	12	40	0	0	0	0			\$6,264
- Overall Site Plan	0	2	4	12	0	0	0	0			\$1,872
- Site Grading	0	4	8	16	0	0	0	0			\$3,040
- Plan and Profile Drawings	8	53	70	140	0	0	0	0			\$30,744
- Ditch Crossing	0	6	12	20	0	0	0	0			\$4,208
- Tank Schematic Drawings	0	6	12	16	0	0	0	0			\$3,856
- Cathodic Protection Drawings	0	4	8	12	0	0	0	0	\$7,500		\$10,188
- P&ID Drawings	0	8	12	8	0	0	0	0	\$2,800		\$6,248
- Electrical Drawings	0	4	6	10	0	0	0	0			\$2,252
- Details	0	10	40	60	0	0	0	0			\$11,960
- SUE Plan	0	8	20	32	0	0	0	0			\$6,600
- QA/QC Drawings	12	16	8	16	0	0	0	0			\$7,036
- Drainage Calcs and Report	0	4	16	0	0	0	0	0			\$2,672
- Address Review Comments	0	8	20	2	0	0	0	0			\$3,960
1.02 - Meetings/Correspondence											
- Design Progress Meetings (biweekly meetings)	12	78	78	0	0	0	0	0			\$23,904
- Design Team Coordination Meetings (biweekly meetings)	0	48	48	0	0	0	0	0			\$13,344
- Weld County Permitting Meetings	0	4	6	0	0	0	0	0			\$1,372
- Ditch Company Permitting Meetings	0	4	6	0	0	0	0	0			\$1,372
- DD Design Package Review Meeting	4	6	6	0	0	0	0	0			\$2,408
1.05 Site Investigation											
- Utility Investigation & Potholing	0	4	4	0	0	0	0	0	\$104,988		\$106,100
- Site Topographic Survey & Utility Locates	0	4	12	0	0	0	0	0	\$78,869		\$81,021
- Field Staking for Property Acquisition	0	5	15	0	0	0	0	0	\$15,400		\$18,090
- Geotechnical Investigation	0	2	6	0	0	0	0	0	\$27,300		\$28,376
1.06 Technical Specifications	4	10	24	0	0	0	0	0			\$5,340
1.09 Permitting											
- Weld County Permitting	2	6	6	0	0	0	0	0			\$2,038
- Ditch Company Permitting	0	4	10	0	0	0	0	0			\$1,892
- Draft Permanent Easement Documents	2	6	20	12	0	0	0	0	\$5,250		\$10,164
- Draft Temporary Easement Documents	2	6	20	12	0	0	0	0	\$5,250		\$10,164
Other direct costs (mileage, reproduction, etc) at 2%											\$6,976
Work Effort Subtotal	65	610	1055	432	12	0	0	0			
Cost per labor category	\$12,025	\$90,280	\$137,150	\$38,016	\$840	\$0	\$0	\$0	\$419,233		\$704,520
Hours per day	0.3	2.3	4.1	1.7	0.0	0.0	0.0	0.0			
Hours per Month	5.4	50.8	87.9	36.0	1.0	0.0	0.0	0.0			
Design Phase - Construction Documents											\$250,121
2.03 - Contract Management	1	5	0	0	5	0	0	0			\$1,166
1.01 Design											
- AWWA M-11 Design - 42-inch Pipeline	10	45	110	0	0	0	0	0			\$22,810
- Water Meter Vault Design	4	45	88	24	0	0	0	0			\$20,952
- Cathodic Protection Design	0	11	33	0	0	0	0	0	\$18,000		\$23,918
- Electrical and Instrumentation Design	0	16	20	0	0	0	0	0	\$13,020		\$17,988
- Property Acquisition Services	0	4	0	0	0	0	0	0	\$5,200		\$5,792
- Drawings											
- Cover Sheet	0	2	2	4	0	0	0	0			\$908
- General Notes	0	2	6	12	0	0	0	0			\$2,132
- Existing Conditions & Potholing	0	8	12	40	0	0	0	0			\$6,264
- Overall Site Plan	0	2	4	12	0	0	0	0			\$1,872
- Phasing Drawings	10	12	20	24	0	0	0	0			\$8,338
- Traffic Control Drawings	4	8	24	28	0	0	0	0			\$7,508
- Site Grading	0	2	6	12	0	0	0	0			\$2,132
- Plan and Profile Drawings	8	35	53	70	0	0	0	0			\$19,710
- Site Restoration Drawings	0	10	35	105	0	0	0	0			\$15,270
- Ditch Crossing	0	4	10	12	0	0	0	0			\$2,948
- Tank Schematic Drawings	0	4	8	12	0	0	0	0			\$2,688
- Cathodic Protection Drawings	0	4	6	6	0	0	0	0	\$7,500		\$9,400
- P&ID Drawings	0	8	12	6	0	0	0	0	\$2,800		\$6,072
- Electrical Drawings	0	4	6	6	0	0	0	0			\$1,900
- Details	0	8	20	40	0	0	0	0			\$7,304
- SUE Plan	0	2	6	8	0	0	0	0			\$1,780
- QA/QC Drawings	12	16	8	16	0	0	0	0			\$7,036
- Address Review Comments	0	2	4	2	0	0	0	0			\$992
1.02 - Meetings/Correspondence											
- Design Progress Meetings (biweekly meetings)	3	17	17	0	0	0	0	0			\$5,207
- Design Team Coordination Meetings (biweekly meetings)	0	11	11	0	0	0	0	0			\$3,058
- Weld County Permitting Meetings	0	16	16	0	0	0	0	0			\$4,448
- Ditch Company Permitting Meetings	0	12	12	0	0	0	0	0			\$3,336
- DD Design Package Review Meeting	4	6	6	0	0	0	0	0			\$2,408
1.03 Independent Cost Estimate	6	10	24	0	0	0	0	0			\$5,710
1.06 Technical Specifications	2	8	20	0	0	0	0	0			\$4,154
1.09 Permitting											
- Weld County Permitting	2	10	20	0	0	0	0	0			\$4,450
- Ditch Company Permitting	0	4	16	0	0	0	0	0			\$2,672
- Final Permanent Easement Documents	4	8	16	10	0	0	0	0	\$4,200		\$9,084
- Final Temporary Easement Documents	2	8	16	10	0	0	0	0	\$4,200		\$8,714
Other direct costs (mileage, reproduction, etc)											\$5,003
Work Effort Subtotal	72	368	667	459	5	0	0	0			
Cost per labor category	\$13,320	\$54,464	\$86,710	\$40,392	\$315	\$0	\$0	\$0	\$54,920		\$255,124
Hours per day	1.3	6.7	12.1	8.3	0.1	0.0	0.0	0.0			
Hours per Month	24.0	122.7	222.3	153.0	1.5	0.0	0.0	0.0			
Bidding Phase											\$9,828
1.04 Bidding Assistance											
- Develop Front-End Bid Documents	0	4	12	0	0	0	0	0			\$2,152
- Manage Pre-proposal Meeting	0	6	6	0	0	0	0	0			\$1,668
- Develop Addenda	0	6	20	16	0	0	0	0			\$4,896
- Bid Opening Management	0	4	4	0	0	0	0	0			\$1,112
Other direct costs (mileage, reproduction, etc)											\$197
Work Effort Subtotal	0	20	42	16	0	0	0	0			
Cost per labor category	\$0	\$2,960	\$5,460	\$1,408	\$0	\$0	\$0	\$0	\$0		\$10,025
Hours per day	0.0	0.4	0.8	0.3	0.0	0.0	0.0	0.0			
Hours per Month	0.0	6.7	14.0	5.3	0.0	0.0	0.0	0.0			

Phase/Task Description	Personnel								Subcontractor	Task Total
	Keith Meyer	Jill Burrell	Dan Egger / Andrew West	Rhonda Bunner	Leslie Brantner	Justin Schaller	Matt Jardine	Eric Kitscher		
	Principal (hrs)	Sr Project Manager (hrs)	Design Engineer (hrs)	CAD Design (hrs)	Admin (hrs)	Construction Manager (hrs)	Construction Manager (hrs)	Inspector (hrs)		
Preconstruction Phase										
2.03 Contract Management										\$21,750
- Contract Management	0	0	0	0	3	3	0	0		\$630
- Preconstruction Photos and Video	0	0	0	0	0	0	20	10		\$3,560
1.02 Meetings	0	0	0	0	0	11	0	0		\$1,560
2.03 Contract Management - GMP Management										
- CMAA - GMP and Risk Register Review and Coordination	0	15	0	0	0	24	8	0		\$6,580
- Final GMP Resolution Meetings	0	15	0	0	0	30	24	0		\$9,420
Other direct costs (mileage, reproduction, etc)										\$435
Work Effort Subtotal	0	30	0	0	3	68	52	10		
Cost per labor category	\$0	\$4,440	\$0	\$0	\$210	\$9,540	\$6,500	\$1,060	\$0	\$22,185
Hours per day	0.0	0.5	0.0	0.0	0.1	1.2	0.9	0.2		
Hours per Month	0.0	10.0	0.0	0.0	1.0	22.7	17.3	3.3		
Construction Phase										\$1,214,365
2.03 Contract Management										
- Create and compile job files/Procure Management	0	0	0	0	28	42	35	0		\$12,215
- Contract Management	0	14	0	0	21	28	0	0		\$7,462
- Contractor Contract Management (Pay App, Change Orders, etc.)	10	14	10	0	0	56	28	0		\$16,562
1.02 Meetings										
- Preconstruction Meeting (minutes, contact lists, etc.)	0	3	3	0	0	8	3	3		\$2,647
- Progress meetings	0	91	42	0	0	182	121	121		\$72,489
2.01 Construction Management										
- Construction Quality Oversight (CM/RE)	20	20	140	0	0	1422	1685	1915		\$637,620
- Weekly & Monthly Reports	0	0	0	0	149	149	0	0		\$31,380
- Daily Construction Logs	0	0	0	0	0	121	304	304		\$87,224
2.02 Submittal Review/Coordination (Assume 250 submittals)	40	250	750	0	0	120	114	40	\$18,000	\$195,145
2.04 RFI Response (Assume 75 RFIs)	10	75	225	30	60	32	10	0	\$8,000	\$62,770
2.05 Schedule Management	0	14	0	0	0	42	28	0		\$11,452
2.06 Startup & Testing	0	60	75	0	0	90	150	0		\$49,980
2.07 Project Close Out										
- Record Drawing Documentation	0	0	0	50	0	40	80	70		\$27,420
Other direct costs (mileage, reproduction, etc)										\$107,904
- Vehicle Cost at \$105/day; 3 vehicles										\$95,760
- Other Direct Costs as % of labor at 1.0%										\$12,144
Work Effort Subtotal	80	541	1245	80	258	2333	2558	2454		
Cost per labor category	\$14,800	\$80,079	\$161,850	\$7,040	\$18,090	\$326,660	\$319,762	\$260,085	\$26,000	\$1,322,269
Hours per day	0.3	1.8	4.1	0.3	0.9	7.7	8.4	8.1		
Hours per Month	5.7	38.6	88.9	5.7	18.5	166.7	182.7	175.3		
Post-construction Phase										\$84,656
2.07 Project Close Out										
- Punch List Walk Through	0	0	0	0	0	20	10	0		\$4,050
- Record Drawing Compilation	0	20	60	200	0	20	10	20	\$3,600	\$38,130
- Close out paperwork (substantial and final completion, etc.)	0	0	0	0	0	10	6	0		\$2,150
- Compilation of files, photos, job records, etc	0	0	0	0	16	8	10	6		\$4,126
- Warranty walkthrough (11th month)	0	0	0	0	0	8	8	0		\$2,120
- Post Construction Restoration Monitoring - 12 mos	0	0	0	0	0	72	192	0		\$34,080
Other direct costs (mileage, reproduction, etc)										\$3,386
Work Effort Subtotal	0	20	60	200	16	138	236	26		
Cost per labor category	\$0	\$2,960	\$7,800	\$17,600	\$1,120	\$19,320	\$29,500	\$2,756	\$0	\$88,042
Hours per day	0.0	0.1	0.2	0.8	0.1	0.5	0.9	0.1		
Hours per Month	0.0	1.5	4.6	15.4	1.2	10.6	18.2	2.0		
Total Work Effort	217	1589	3069	1187	294	2539	2846	2490		\$2,278,264
ODCs										\$123,901
Cost per labor category	\$40,145	\$235,183	\$398,970	\$104,456	\$20,575	\$355,520	\$355,762	\$263,901	\$500,153	

Total Fee Estimate: \$2,402,165

Assumptions:

- DD Phase January to December 2023
- CD Phase January to March 2024
- Bidding/ Preconstruction Phase March to June 2024
- Construction Phase June 2024 to December 2025
- Post-Construction Phase January to December 2026 (12 months)
- Fees associated for permits are not included in this scope of work and assumed by others
- Survey will be limited to half the right of way and 50-ft outside of right-of-way, following the alignment of the pipeline.
- We have anticipated utility potholing limited to approximately 200 potholes along the corridor.
- Survey exhibits and property acquisition limited to the seven (7) properties bordering the alignment.
- The Work will be designed/completed in private easements and is not anticipated to include extensive permitting with Weld County.
- Environmental surveys are limited to the initial Survey anticipated within this scope of work.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into on the 13th day of February 2023, by and between the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter called "OWNER" and Ditesco LLC, a Colorado corporation, hereinafter called "CONSULTANT", as follows:

CONSULTANT will perform professional services for a project known and described as the Zone-1 42-inch Waterline Project, hereinafter called the "PROJECT." OWNER and CONSULTANT for mutual consideration, agree as follows:

1. Services of CONSULTANT: CONSULTANT agrees to provide and perform certain professional services for OWNER in connection with the PROJECT per the CONSULTANT'S letter proposal dated January 20, 2023, attached as Exhibit A. Exhibit A is hereby incorporated by reference and made a part of this AGREEMENT.
2. OWNER's Responsibilities: OWNER shall provide CONSULTANT with OWNER's requirements for the PROJECT, including, but not limited to, design objectives, capacity and performance requirements, flexibility, expandability and budgetary limitations. OWNER shall furnish to CONSULTANT all studies, reports and other data in OWNER's possession or control which Owner believes is pertinent to the services to be provided by Consultant. OWNER shall arrange for access by CONSULTANT to the facilities which are required by CONSULTANT to perform its services under this Agreement.
3. Schedule: CONSULTANT shall perform its services in accordance with the schedule set forth in Exhibit A and complete the services by December 31, 2026. OWNER agrees that CONSULTANT shall not be responsible for delays, which are due to causes beyond CONSULTANT'S reasonable control. In the case of any such delay the time for completion of CONSULTANT'S services hereunder shall be extended accordingly.
4. Compensation:
 - a. Fees: OWNER agrees to pay CONSULTANT compensation for its services satisfactorily completed in accordance with the CONSULTANTS's fee schedule and project budget worksheet as attached to Exhibit A. The CONSULTANT shall not exceed the estimated amount without the prior written approval of OWNER. This AGREEMENT is not a lump sum contract.
 - b. Billing: Fees and all other charges will be billed monthly, on a time and materials basis, and per the CONSULTANT'S tasks as delineated in the CONSULTANT'S project budget worksheet as attached to Exhibit A. CONSULTANT shall bill the OWNER as the work progresses and the net amount shall be due in 30 days. Should OWNER dispute in good faith any portion of an invoice OWNER shall pay the undisputed portion as provided herein. Interest of 1% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.
 - c. Project Delay: In the event that CONSULTANT'S services hereunder are delayed for a period in excess of six (6) months due to causes beyond CONSULTANT'S reasonable control, CONSULTANT'S compensation shall be subject to renegotiation.
 - d. Partial Services: In the event any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated at the request of OWNER, OWNER shall pay CONSULTANT for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein for the designated portion of the work.
 - e. Changes in Scope of Work: In the event the Project's Scope of Work changes, either as necessitated by project conditions, discovery, OWNER direction or any other cause, the

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

CONSULTANT shall immediately notify the OWNER of the change and request an amendment to this AGREEMENT. OWNER shall not be obligated to pay the CONSULTANT for any work, subcontracted work or other charges incurred outside of the original Scope of Work which may have been performed prior to execution of an amendment.

5. Standard of Care: In the performance of its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of CONSULTANT'S proposals, contracts or reports. CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by OWNER or others without independent review or evaluation unless provided on such data and information or otherwise in Exhibit A. CONSULTANT shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this AGREEMENT. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this AGREEMENT, CONSULTANT'S compensation shall be renegotiated accordingly.
6. Subconsultants: CONSULTANT may employ such subconsultants as it deems necessary to assist CONSULTANT in the performance or furnishing of the services hereunder, subject to reasonable, timely and substantial objections by OWNER.
7. Construction Safety and Methods: OWNER agrees that in accordance with generally accepted practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor but shall promptly notify OWNER if CONSULTANT actually observes any work performed by the construction contractor and its subcontractors which is not in compliance with the CONSULTANT'S work.
8. Opinion of Construction Cost: Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to OWNER.
9. Governmental Immunity: In performing the services required under this AGREEMENT, CONSULTANT is acting as an agent of OWNER, subject to the general supervision and control of OWNER. As such, to the fullest extent permitted by law, CONSULTANT shall be entitled to the same immunities and protections as any other government employee exercising discretion under all applicable statutes, regulations and judicial and administrative precedent. Notwithstanding the foregoing, CONSULTANT shall not be entitled to receive any other employee benefits from OWNER and shall not have the authority to independently authorize the expenditure of OWNER'S funds or otherwise undertake any other action on behalf of OWNER except as expressly authorized herein.
10. Insurance Requirement: CONSULTANT will maintain workmen's compensation, general liability, professional liability, automobile liability and such other insurance as required by OWNER, all in accordance with the insurance requirements set forth on the attached Exhibit B and will promptly provide certificates of insurance to OWNER evidencing the maintenance

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

of such insurance.

11. Limitation of Liability: In recognition of the relative risks and benefits of the PROJECT to the parties, OWNER agrees to limit CONSULTANT'S liability for damages to OWNER arising out of services performed by CONSULTANT and caused by CONSULTANT'S negligence or intentional acts hereunder to a sum not to exceed CONSULTANT'S professional liability limits as set forth in the attached Exhibit B.
12. Instruments of Service: All drawings, sketches, survey notes, calculations (hard copy and electronic), data (survey, field notes, electronic data, CADD info, etc.), email, and any and all other documents created as part of this PROJECT, excluding Consultant's computer software and pre-existing proprietary information, are instruments of service and shall become the joint property of the CONSULTANT and the OWNER. OWNER shall have rights to full use of any and all instruments of service. CONSULTANT shall have no rights or authority to limit OWNER'S use of the instruments of service. CONSULTANT shall deliver instruments of service to the OWNER in a format as requested by OWNER and within seven (7) days of written request by OWNER.
13. Reuse of Documents: Documents, including drawings, specifications and instruments of service, prepared by CONSULTANT pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at OWNER'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT'S deliverables under this AGREEMENT by OWNER or persons other than CONSULTANT is waived as against CONSULTANT and the OWNER assumes full responsibility for such changes unless OWNER has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.
14. CADD and GIS Data: CADD and GIS data delivered to OWNER shall not include the professional stamp or signature of an engineer or architect. OWNER agrees that CONSULTANT shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by OWNER, or anyone authorized by OWNER, of CADD or GIS data; (b) the decline of accuracy or readability of CADD or GIS data due to inappropriate storage conditions or duration; or (c) any use by OWNER, or anyone authorized by OWNER, of CADD or GIS data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by CONSULTANT. By acceptance of CADD or GIS data, OWNER agrees to release CONSULTANT from damages and liability resulting from the modification, use or misuse of such data.
15. Fees and Permits: OWNER shall pay the cost of all fees, permits, bond premiums, title company charges and reproductions in connection with the PROJECT and CONSULTANT'S services hereunder.
16. Asbestos or Hazardous Materials: CONSULTANT is not licensed to provide services involving the identification or handling of asbestos or hazardous materials. Therefore, in providing its services hereunder, CONSULTANT shall not be responsible for the identification, handling, containment or abatement of any asbestos or other hazardous material present in connection with the PROJECT. In the event that OWNER or CONSULTANT becomes aware of the presence of asbestos or any other hazardous material at the jobsite, such party shall immediately notify the other party. CONSULTANT shall be entitled to cease any of its services that may be affected by the asbestos or other hazardous material and shall not be liable for

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

damages in connection with such termination of services. OWNER shall be responsible for complying with all applicable federal and state rules and regulations in connection with the asbestos or other hazardous material. Further, OWNER shall release CONSULTANT, its consultants, agents, directors, officers and employees from all claims, damages, losses and expenses, (collectively "the Liabilities"), which Liabilities are related to asbestos or other hazardous materials and arise out of work performed on the PROJECT by others.

17. Termination of AGREEMENT: In the event OWNER fails to pay CONSULTANT within thirty days after an invoice is rendered, then OWNER agrees that CONSULTANT shall have the right to terminate this AGREEMENT upon ten days' written notice. Except as otherwise provided in the preceding sentence this AGREEMENT may be terminated by either OWNER or CONSULTANT upon thirty days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this AGREEMENT. OWNER expressly agrees to release CONSULTANT from any liability arising out of CONSULTANT'S termination of its services hereunder due to OWNER'S failure to perform and/or pay in accordance with the provisions of this AGREEMENT. In the event of termination of this AGREEMENT as a result of default by OWNER, OWNER shall promptly pay CONSULTANT for all of the fees, charges and services performed by CONSULTANT in accordance with the compensation arrangements under this AGREEMENT or on an agreed hourly basis.
18. Dispute Resolution: The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this AGREEMENT. In the event that a dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide a nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation within thirty (30) days following demand for mediation, the matter may thereafter be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.
19. Assignment: Services provided under this AGREEMENT are for the exclusive use of OWNER. Neither OWNER nor CONSULTANT shall assign its interest in this AGREEMENT without the written consent of the other.
20. Severability: Shall any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this AGREEMENT are declared to be severable.
21. Other Agreements: There are no understandings or agreements except as herein expressly stated. This AGREEMENT may only be modified by a written amendment signed by both parties.
22. Acceptance Not Waiver: OWNER'S acceptance or approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished under this AGREEMENT shall not in any way relieve CONSULTANT of responsibility for the quality or technical accuracy of the work. OWNER'S approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to OWNER under this AGREEMENT.
23. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

24. Notices: Written notices required under this AGREEMENT and all other correspondence between the parties shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested.
25. Governing Law: This AGREEMENT shall be governed by and construed in accordance with the laws of the state of Colorado.
26. Unlawful Employees, Consultants and Subconsultants: The CONSULTANT hereby represents, warrants, certifies and agrees to and with the OWNER as follows:
- a. It does not and shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subconsultant that knowingly employs or contracts with an illegal alien to perform work under this AGREEMENT.
 - b. It will not enter into a contract with a subconsultant that fails to certify to the CONSULTANT that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this AGREEMENT.
 - c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the AGREEMENT through participation in either the e-verify program jointly administered by the United States Department of Homeland Security and the Social Security Administration ("E-Verify Program") or the Colorado Department of Labor and Employment employment verification program ("Department Program").
 - d. It shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.
 - e. If the CONSULTANT obtains actual knowledge that a subconsultant performing work under the AGREEMENT knowingly employs or contracts with an illegal alien, the CONSULTANT shall:
 - 1) Notify the subconsultant and the OWNER within three (3) days that the CONSULTANT has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to Subsection 5.A above, the subconsultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
 - f. The CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established pursuant to C.R.S. 8-17.5-102(5)(a).
 - g. In addition to any remedies which may exist under the AGREEMENT, if the CONSULTANT violates any of the provisions of this Section, the OWNER may terminate the AGREEMENT for a breach of the AGREEMENT and the CONSULTANT shall be liable for actual and consequential damages to the OWNER.
 - h. It shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the AGREEMENT, affirm that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written, notarized copy of the affirmation to the OWNER.
 - i. It shall in all respects comply with the provisions of C.R.S. 8-17.5-101, et seq. with regard to the employment of illegal aliens.
27. CONSULTANT'S Certifications: CONSULTANT certifies that it has not engaged in corrupt,

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

fraudulent or coercive practices in competing for or in executing this Agreement. For the purposes of this Section:

- a. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the AGREEMENT execution;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (i) to influence the selection process or the execution of this AGREEMENT to the detriment of OWNER or (ii) to deprive OWNER of the benefits of free and open competition;
 - c. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of this AGREEMENT.
28. Priority for Conflicts or Inconsistencies: If there is any conflict or inconsistency between the terms and conditions of this AGREEMENT, the Exhibits attached hereto and any directives or change orders issued by OWNER which describe the scope of the services to be provided by CONSULTANT to OWNER, the terms and conditions of such AGREEMENT, Exhibits, directives and change orders shall control in the following order of priority:
- a. This AGREEMENT.
 - b. Directives or change orders issued during the course of work.
 - c. CONSULTANT'S proposal attached hereto as Exhibit A.

[SEPARATE SIGNATURE PAGE]

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

In witness thereof, CONSULTANT and OWNER hereby execute this AGREEMENT.

NORTH WELD COUNTY WATER DISTRICT,
a quasi-municipal corporation
and a political subdivision of the State of
Colorado:

CONSULTANT: Ditesco LLC

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List of Exhibits:

Exhibit A: CONSULTANT'S Proposal Letter of January 20, 2023

Exhibit B: Insurance Requirements

Exhibit A

Consultant's Proposal

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Consultant shall carry and pay for the following insurance coverage with limits equal to or greater than the highest limits specified in the Contract or those specified in Section 2 below. In the event any work is performed by a subcontractor, the Consultant shall be responsible for any liability directly or indirectly arising out of the work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance. Consultant's insurance shall have no Exclusion of Subcontractor's Work (Consultant's insurance not to include Form CG 22 94-Exclusion-Damage to Work Performed by Subcontractors on Your Behalf). Before commencing work, the Consultant shall furnish the District with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by North Weld County Water District."

In case of breach of any provision of the Insurance Requirements, the District, at their option, may take out and maintain, at the expense of the Consultant, such insurance as the District may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Consultant under this Agreement.

The District and Consultant waive all rights of subrogation against each other, the District and all other Consultants to the extent of any property insurance recovery obtained by the waiving party for loss or damages caused by fire or other perils, except such rights as such party may have to insurance proceeds held by any other person as trustee or otherwise on behalf of such party.

2. Insurance coverage shall be as follows:

A. Workers' Compensation Insurance for the protection of the Consultant's partners and employees as required by law, and Employer's Liability with minimum limits of:

\$100,000 Each Accident

\$100,000 Each Occupational Disease

\$500,000 Occupational Disease Aggregate

B. Commercial General Liability Insurance shall include premises/operations, contractual, products/completed operations, explosion, collapse, and underground hazard. Minimum limits of liability shall be:

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage (Any one fire)

\$5,000 Medical Expense (Any one person)

**Agreement for Professional Service
Zone-1 42-inch Waterline
Project, Design, and Construction Management Services**

The Consultant's policy shall be primary to any other insurance policies held by District or any other additional insured, and no other insurance of District will be called on to contribute to a loss. Limits will apply on a Per Project basis.

C. Automobile Liability Insurance covering the use, operation and maintenance of any automobile, truck, trailer or other vehicles used by the Consultant shall include coverage for owned, hired and non-owned liability. Consultant shall be certain coverage is provided which complies with all provisions of the law.

\$1,000,000 Combined Single Limit

D. Excess Liability

\$1,000,000 Each Occurrence

E. Professional Liability

\$1,000,000 Each Claim

\$1,000,000 Aggregate

F. Additional Insured's

a. None required

CHANGE ORDER NO. 1

PROJECT TITLE: NEWT 3 Pipeline
 CONSULTANT: Ditesco
 PROJECT NUMBER: 22-01-43
 PURCHASE ORDER NO.: N/A
 DESCRIPTION: (See below)

1. Reason for change:

Ditesco to contract with subconsultant (CTL Thompson) to complete geotechnical investigation.

2. Description of Change:

The District directed Ditesco to hire a local subconsultant to complete the necessary geotechnical investigation to supplement design engineering services. CTL Thompson was selected to complete 32 bore holes, perform laboratory testing, and perform groundwater monitoring.

Additional Ditesco Cost = \$0.00
 Additional Subconsultant Cost = \$43,300.00
 Subconsultant Markup = \$0.00
 Total Additional Cost = \$43,300.00

3. Change in Contract Cost: \$43,300.00


4. Change in Contract Time: N/A

ORIGINAL CONTRACT COST	\$ 205,363
TOTAL APPROVED CHANGE ORDER	\$0.00
TOTAL PENDING CHANGE ORDER	\$0.00
TOTAL THIS CHANGE ORDER	\$43,300.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	21.08%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	21.08%
ADJUSTED CONTRACT COST	\$248,663.00

(Assuming all change orders approved)

ACCEPTED BY:  DATE: 12-2-2022
 Ditesco

APPROVED BY:  DATE: 1-31-2023
 East Larimer County Water District

APPROVED BY:  DATE: _____
Tad r stout (Jan 31, 2023 09:00 MST)
 North Weld County Water District

cc: Project File
 Ditesco

September 6, 2022

Ditesco
2133 South Timberline Road, Unit 110
Fort Collins, Colorado 80525

Attention: Andrew West
Project Engineer

Subject: Proposal for Geotechnical Engineering Services
NEWT 3 Pipeline
Fort Collins, Colorado
Proposal Number: FC-22-0404 *Revision 1*

Thank you for considering CTL|Thompson, Inc. (CTL|T) for this project. Included with this letter is the proposal and service agreement for the services you have requested. On the next page, we have listed a detailed scope of services for your review. If this proposal and the attached Service Agreement are acceptable, please complete, sign, and return a copy for our records.

Our team at CTL|T will make appropriate effort to complete the work described in the Scope within a reasonable period. Based on the scope of services described, we anticipate starting fieldwork for this project about 4 to 5 weeks following your notice to proceed.

If there are other engineering needs that CTL|T can help you with, including structural, environmental or materials testing and construction observations, please contact us at your convenience.

Respectfully Submitted,
CTL|THOMPSON, INC.



Spencer Schram, PE
Project Geotechnical Engineer
sschram@ctlthompson.com



Parties The services defined in this document constitute an agreement between the parties below:

Client: Ditesco (referred to herein as "Client")
Consultant: CTL | Thompson, Inc. (referred to herein as "CTL|T.")

Project Consulting services are to be in connection with the North Weld County and East Larimer County Transmission (NEWT) 3 Pipeline project in Fort Collins, Colorado, referred to herein as "Project." The proposed construction will include a 5.4-mile long water transmission line. The pipeline will have a diameter of 42 inches. Six crossings are located along the alignment that will require tunneling.

Work Scope and Fees The work scope covered by this agreement is summarized as follows:

GEOTECHNICAL INVESTIGATION


\$32,000
Lump Sum

1. CTL|T will call in utilities and coordinate with the appropriate personnel for drilling operations.
2. Drill 30 borings in the area of the proposed construction.
 - The borings will be drilled to a depth of 20 feet or to auger drill refusal.
 - Samples will be taken at approximate 5-foot intervals.
 - Groundwater levels will be measured in the borings upon completion and several days after completion. Temporary piezometers will be placed in a minimum fourteen of the borings to facilitate future groundwater measurements.
3. Test samples from the borings as CTL|T believe needed for the analysis. Testing will include corrosion testing. Corrosion testing will include chloride, moisture content, pH, Redox potential, sulfates, and sulfides tests. We propose to conduct four corrosion tests along the pipeline alignment. Testing will be conducted approximately one every quarter section of the alignment at the approximate depth of the proposed pipeline.
4. Prepare a report summarizing the results of the field and laboratory work proposed above, and CTL|T's analysis, opinions, conclusions and recommendations including the following:
 - A general description of the proposed construction site
 - A location map showing the boring locations
 - Summary logs of the borings with descriptions of the soils/bedrock and groundwater levels measured in the borings.
 - Discussions regarding:
 - geologic hazards;
 - lateral earth load criteria;
 - recommendations for compaction of engineered fill, foundation wall backfill and utility trench backfill, as needed;
 - excavation considerations including excavation difficulties side slopes, slope bracing and temporary dewatering recommendations, if needed;
 - the acceptability of on-site natural soils and existing fill for reuse as engineered fill;
 - groundwater effects on the proposed construction; and
 - need for special cement in concrete contacting foundation soils if the site soils/bedrock samples are high in water-soluble sulfates.
5. One digital copy will be provided signed by a Professional Engineer registered in the State of Colorado.
6. Provide monthly groundwater measurement for eight months following our investigation.

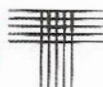
SCOPE EXCLUSIONS

Surveying services are not included in the scope of services but can be provided upon request for an additional fee. Phone calls, meetings and additional consultation requested after submittal of report documents will be invoiced at time and materials per the fee schedule included in this proposal.

General Provisions	The general provisions and standard fee schedule which are included with this Service Agreement are to be considered a part of this contract and agreement.
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Authorization	CTL T	Client
		
	_____ <i>Signature</i>	_____ <i>Signature</i>
	Spencer Schram, PE	
	_____ <i>Name</i>	_____ <i>Name</i>
	Project Engineer	
	_____ <i>Title</i>	_____ <i>Title</i>
	September 6, 2022	
	_____ <i>Agreement Date</i>	_____ <i>Date</i>

	Unit	Quantity	Unit Cost	Total Amount
Field Investigation				
Locates	Hour	16	\$110	\$1,760
Drill Rig Mobilization	Hour	9	\$200	\$1,800
Drilling and Sampling	Hour	30	\$200	\$6,000
Drilling Supervision	Hour	39	\$110	\$4,290
Supplies	Each	1	\$200	\$200
Groundwater Check	Each	8	\$250	\$2,000
Sub-total				\$16,050
Laboratory Testing				
Gradation	Each	30	\$60	\$1,800
200 wash	Each	30	\$45	\$1,350
Hydrometer	Each	6	\$95	\$570
Atterberg Limits	Each	15	\$85	\$1,275
Swell/consolidation, with loadback	Each	10	\$65	\$650
Unconfined compression	Each	4	\$50	\$200
Water Soluble Sulfates	Each	15	\$55	\$825
Direct Shear	Each	2	\$420	\$840
Redox, pH, Sulfide, Sulfate	Each	4	\$120	\$480
Sub-total				\$7,990
Engineering and Report Preparation				
Engineering Technician	Hour	8	\$75	\$600
Staff Engineer	Hour	16	\$110	\$1,760
Project Manager	Hour	4	\$140	\$560
Associate	Hour	1	\$170	\$170
Sub-total				\$3,090
Contengency				\$4,870
Total				\$32,000



Contract CTL | Thompson, Inc. entered into a SERVICE AGREEMENT to perform professional services for Ditesco, South Timberline Road, unit 110 Fort Collins, Colorado, subsequently referred to as "Client." The SERVICE AGREEMENT is dated September 6, 2022 (FC-22-0404 Rev1).

Project The SERVICE AGREEMENT is to provide professional services in connection with North Weld County and East Larimer County Transmission (NEWT) 3 Pipeline project in Fort Collins, Colorado, referred to as "Project."

Scope The scope of services in the SERVICE AGREEMENT requires modification. The scope of services is modified to include the following:

TWO ADDITIONAL BORINGS AND TESTING

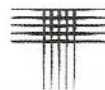
\$11,300

Lump Sum

1. CTL|T will call in utilities and coordinate with the appropriate personnel for drilling operations.
2. Drill an additional two borings in the area of the proposed construction.
 - The borings will be drilled to a depth of 20 feet or to auger drill refusal.
 - Samples will be taken at approximate 5-foot intervals.
 - Groundwater levels will be measured in the borings upon completion and several days after completion.
 - CTL will provide all additional permits and contract traffic control required for drilling in the median of I-25
 - Additional lab testing will be required for these borings
3. Additional drill rig mobilization and access time has been included.
4. Provide monthly groundwater measurement for an additional 4 months following our investigation
5. Three additional samples will be taken for corrosion testing

Terms and Conditions The Terms and Conditions of the SERVICE AGREEMENT are incorporated into and made part of this modification.

Contract Modification No. 1



CTL THOMPSON

Founded in 1971

Fee CTLJT agrees to provide the additional services on the following basis:

Lump Sum of \$11,300

Authorization CTLJT

Client

Signature

Signature

John Byers

Name

Name

Engineering Technician

Title

Title

November 21, 2022

Date

Date

Please sign and return one copy for our files. Retain second copy for your file.

	Unit	Quantity	Unit Cost	Total Amount
Field Investigation				
Traffic Control	Days	2	\$660	\$1,320
Permits	Lump Sum	2	\$250	\$500
Drill Rig Mobilization	Hour	6	\$200	\$1,200
Drilling and Sampling	Hour	10	\$200	\$2,000
Drilling Supervision	Hour	16	\$110	\$1,760
Supplies	Each	2	\$200	\$400
Groundwater Check	Each	4	\$250	\$1,000
Sub-total				\$8,180
Laboratory Testing				
Gradation	Each	2	\$60	\$120
200 wash	Each	2	\$45	\$90
Atterberg Limits	Each	1	\$85	\$85
Swell/consolidation, with loadback	Each	1	\$65	\$65
Water Soluble Sulfates	Each	1	\$55	\$55
Redox, pH, Sulfide, Sulfate	Each	3	\$120	\$360
Sub-total				\$775
Engineering and Report Preparation				
Engineering Technician	Hour	3	\$75	\$225
Staff Engineer	Hour	3	\$110	\$330
Project Manager	Hour	1	\$140	\$140
Associate	Hour	1	\$170	\$170
Sub-total				\$865
Contengency				\$1,480
Total				\$11,300

Ditesco CO-01

Final Audit Report

2023-01-31

Created:	2023-01-31
By:	Zachary White (zwhite@wbapc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANuo_aMeRwrWyPePlq1OnmkF_BFzB-lcx

"Ditesco CO-01" History

-  Document created by Zachary White (zwhite@wbapc.com)
2023-01-31 - 3:58:53 PM GMT- IP address: 70.57.44.252
-  Document emailed to tads@nwcwd.org for signature
2023-01-31 - 3:59:03 PM GMT
-  Email viewed by tads@nwcwd.org
2023-01-31 - 4:00:06 PM GMT- IP address: 152.39.129.180
-  Signer tads@nwcwd.org entered name at signing as Tad r stout
2023-01-31 - 4:00:43 PM GMT- IP address: 174.198.138.233
-  Document e-signed by Tad r stout (tads@nwcwd.org)
Signature Date: 2023-01-31 - 4:00:45 PM GMT - Time Source: server- IP address: 174.198.138.233
-  Agreement completed.
2023-01-31 - 4:00:45 PM GMT



February 8, 2023

RE: Letter of Understanding Regarding Maintenance of the Overland Ponds Gravel Pits

This Letter of Understanding between the East Larimer County Water District, Fort Collins-Loveland Water District, and North Weld County Water District (together the “Tri-Districts”) and the City of Greeley (“Greeley” and collectively the “Parties”) documents the understanding between the Parties for future maintenance activities for the Overland Ponds Gravel Pits (“Ponds”) near Laporte, CO.

Commencing in 2023, Greeley will assume all general maintenance of the Ponds and surrounding property owned by the Parties. Maintenance activities include, but are not limited to, mowing, brush and tree removal, erosion repair, and weed control. Activities that exceed the scope of general maintenance such as large-scale reclamation or emergency repair projects will be brought before the Overland Trail Ponds Steering Committee for consideration. Greeley will provide regular updates to and solicit input from the Tri-Districts on maintenance activities at quarterly Steering Committee meetings. At each 4th Quarter Steering Committee meeting, Greeley will present an annual maintenance plan and budget for the coming year for Steering Committee approval.

Maintenance costs will include Greeley’s labor and equipment (which will be used whenever possible) and, if required, outside equipment rental and material purchases. Equipment and labor rates charged shall be as follows:

- Equipment rented from an outside entity: Greeley 50%, Tri-Districts 50%
- Greeley-owned equipment: Tri-Districts 50% of the commercial rental rate per hour
- Greeley’s labor: Tri-Districts 50% of Greeley’s hourly rates
- Material purchase: Greeley 50%, Tri-Districts 50%

Steering Committee approval will be required for any single purchase of equipment or material to be used for Pond maintenance that will exceed \$3,000 or was not included in that year’s budget.

The Tri-Districts agree to reimburse Greeley for their pro-rata share of maintenance costs. At the 4th Quarter Steering Committee meeting of each year, Greeley shall provide an accounting of all maintenance costs incurred from the preceding year including receipts for material purchases and equipment rentals as well as an accounting of Greeley staff time and hourly labor and equipment rental rates. The Tri-Districts will reimburse Greeley their prior year’s pro-rata maintenance costs within 45 days of the 4th Quarter Steering Committee meeting.

The Parties will coordinate with the Colorado Division of Reclamation, Mining and Safety on all annual inspections and corrective actions. Greeley and Tri-District representatives will be present at all DRMS site inspections and during any anticipated corrective actions that need to take place.

{Signatures on next page}



Agreed to:

Sean Chambers
Director
Greeley Water & Sewer Department

Mike Scheid
General Manager,
East Larimer County Water District

Chris Pletcher
General Manager
Fort Collins-Loveland Water District

Eric Reckentine
General Manager
North Weld County Water District

CC:

Randy Gustafson, City of Greeley
Richard Raines, Soldier Canyon
Keith Meyer, Ditesco
Bill Schenderlein, Blue Earth Solutions
Leah Hubbard, City of Greeley

Enclosures:

2023 Maximum Labor and Equipment Costs



TRANSMITTAL

DATE: January, 20, 2023

TO: Darin Pytlik, North Weld County Water District

FROM: Darrell W Burkhardt, TRS Corp.
Via Email

RE: **Settlement Packages**
Eaton Pipeline
Parcel 01- LetRBuck, LLC

CC: Project File(s)

Attached you will find the following:

- Scanned Temporary Construction Easement Agreement
- Scanned W-9 Form
- Statement of Authority

Please order a check in the amount of **\$2,000.00** made payable to **LetRBuck,LLC**

Please return the executed documents and check to TRS. Thank you.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2023 (“Effective Date”), by and between **LetRBuck, LLC**, A COLORADO LIMITED LIABILITY COMPANY, whose address is 34824 County Road 29, Greeley, Colorado 80631 (individually or jointly, as applicable, “Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (“Grantee”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as Lot A of Recorded Exemption No. 0805-04-4 RE-4616, recorded June 25, 2007 at Reception No. 3485539, being a part of the South Half of the Southeast Quarter of Section 4, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado (the “Property”).

2. Grant of Temporary Easement. For and in consideration of the sum of Two Thousand Dollars (\$2,000.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the “Temporary Easement”) in, on, under, over, across and upon the real property legally described on Exhibit A-1 and depicted upon Exhibit A-2 attached hereto and incorporated herein by reference (the “Temporary Easement Area”).

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by Grantee for the purposes of:

- (a) Surveying, locating, installing and constructing a buried water pipeline within a perpetual easement granted by Grantor to Grantee adjacent to the Temporary Easement Area, in whole or in part (“Permanent Easement”);
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with Grantee’s activities on the Temporary Easement Area;
- (c) Access for the purpose of surveying, locating, installing and constructing a buried water pipeline within the Permanent Easement;
- (d) Allowing Grantee’s contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin fifteen (15) days after Grantor received written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the water pipeline and related facilities within the Permanent Easement or two (2) years following the start of construction, whichever shall first occur.

The District, at its sole discretion, shall have the option to extend the Temporary Easement for two additional 12-month terms. To extend, the District shall provide a minimum of 30 days' written notice to the Grantor of the District's intent to extend the Temporary Easement and remit two thousand dollars (\$2,000.00) to Grantor prior to the expiration of the term of the Temporary Easement. In the event the Grantor's Property has been conveyed by Grantor during the term of the Temporary Easement, the successor in title to Grantor's Property, subject to this Temporary Easement, will provide the District with an executed IRS Form W-9, Request for Taxpayers Identification Number and Certification ("W-9") to facilitate payment of consideration for the Temporary Easement extension. If receipt of a W-9 from successor in title to Grantor's Property delays payment processing by the District beyond the expiration date of the original term of the Temporary Easement, such condition shall not serve to invalidate the District's option or extension of the Temporary Easement.

5. Additional Rights of Grantee. Grantor further grants to Grantee:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.

6. Grantee's Obligations. In connection with Grantee's use of the Temporary Easement Area, Grantee shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to Grantee's activities on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to Grantee's activities on the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by Grantee's activities within the Temporary Easement Area.

7. Livestock Crossing During Grantee's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, Grantee agrees that, during the period of construction activities within the Temporary Easement Area, Grantee shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its

tenants and lessees. Further, whenever it becomes necessary for Grantee, its agents or contractors to cut a fence on Grantor's Property during its operations, Grantee shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by Grantee, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from Grantee's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of Grantee's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by Grantee's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Temporary Easement Area.
- (c) Upon completion of construction activities, Grantee will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the start of construction, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and restoration of any other improvements or conditions impacted by Grantee's activities.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

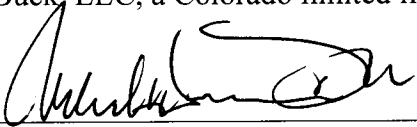
- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and

inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:

LetRBuck, LLC, a Colorado limited liability company



By: Richard Dumm


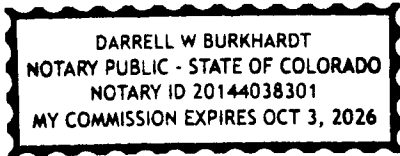
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 20 day of January, 2023, by Richard Dumm as Manager for LetRBuck, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 10-3-26



Notary Public

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT,
A Political Subdivision of the State of Colorado

ATTEST:

By: _____
Scott R. Cockroft, Secretary

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tad Stout, as President, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Scott R. Cockroft, as Secretary, of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A-1

PROPERTY DESCRIPTION
Temporary Construction Easement

Being part of the Southeast Quarter (SE1/4) of Section Four (4), Township Six North (T. 6 N.), Range Sixty-Six West (R.66 W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section Four and assuming the South line of said Southeast Quarter as bearing North 88°46'33" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2658.37 feet with all other bearings contained herein relative thereto;

THENCE along the West line of said Southeast Quarter, North 05°01'37" West a distance of 70.15 feet to the **POINT OF BEGINNING**;

THENCE continuing along said West line, North 05°01'37" West a distance of 30.07 feet to a line parallel with and 100.00 feet North of, as measured at a right angle to the South line of the said Southeast Quarter;

THENCE North 88°46'33" East along said parallel line a distance of 206.06 feet to the East line of Lot A of Recorded Exemption No. 0805-04-4 RECX-4616 as recorded June 25, 2007 as Reception No. 3485539 of the Records of Weld County;

THENCE South 53°35'47" West along said East line a distance of 52.07 feet to a line parallel with and 70.00 feet North of, as measured at a right angle to the South line of the said Southeast Quarter;

THENCE South 88°46'33" West along said parallel line a distance of 161.51 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 5,514 Square Feet or 0.127 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

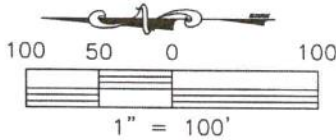
I, David B. Dusdal, a Colorado Registered Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



David B. Dusdal - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°01'37"W	70.15'
L2	N05°01'37"W	30.07'
L3	N88°46'33"E	206.06'
L4	S53°35'47"W	52.07'
L5	S88°46'33"W	161.51'



NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (13-80-105 C.R.S. 2012)

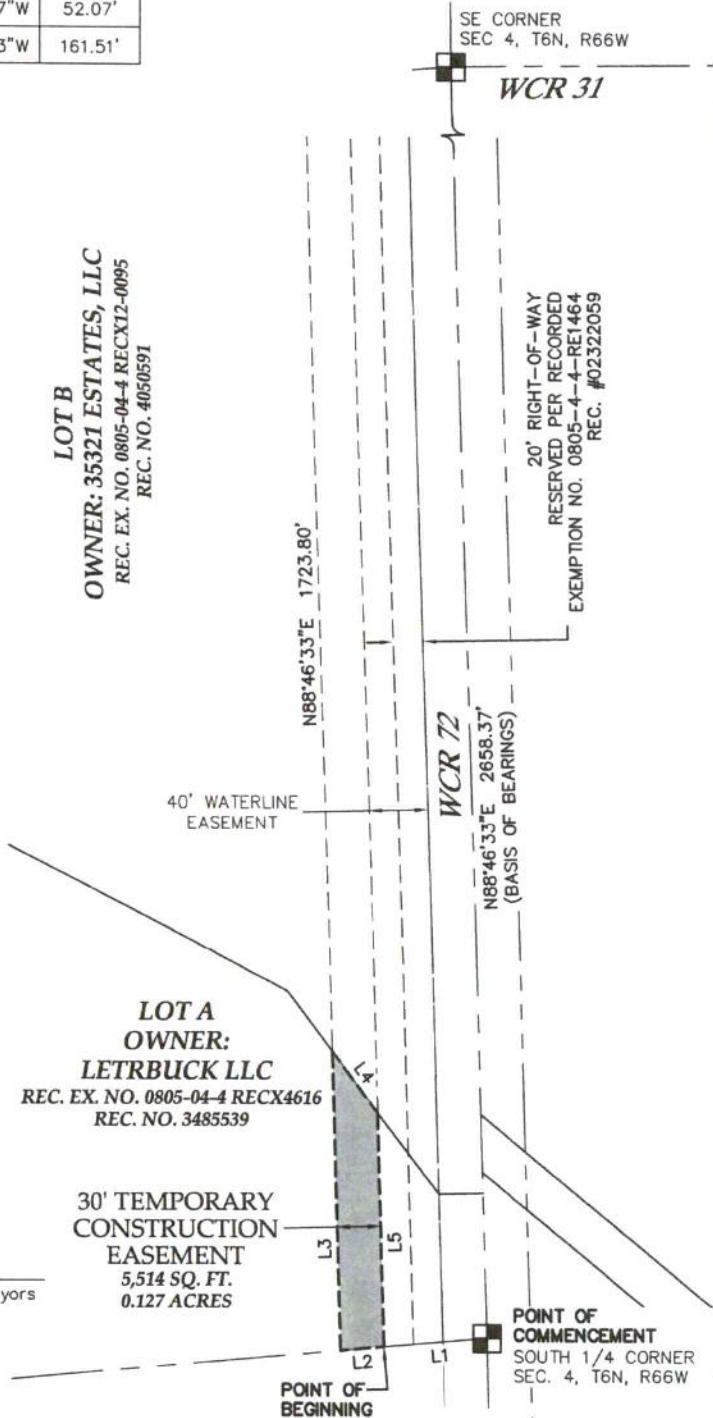


David B. Dusdal - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650

LOT B
OWNER: 35321 ESTATES, LLC
REC. EX. NO. 0805-04-4 RECX12-0095
REC. NO. 4050591

LOT A
OWNER:
LETRBUCK LLC
REC. EX. NO. 0805-04-4 RECX4616
REC. NO. 3485539

**30' TEMPORARY
CONSTRUCTION
EASEMENT**
5,514 SQ. FT.
0.127 ACRES



20' RIGHT-OF-WAY
RESERVED PER RECORDED
EXEMPTION NO. 0805-4-4-RE1464
REC. #02322059

WCR 72
N88°46'33"E 2658.37'
(BASIS OF BEARINGS)

40' WATERLINE
EASEMENT

**POINT OF
COMMENCEMENT**
SOUTH 1/4 CORNER
SEC. 4, T6N, R66W



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20170945-A
DATE: 7/30/2019
CLIENT: N.W.C.W.D.
DWG: LETRBUCK-TEMP
DRAWN: DRS CHECKED: DBD

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LetRBuck, LLC a Colorado Limited Liability Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
34824 CR 29

6 City, state, and ZIP code
Greeley CO 80631

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

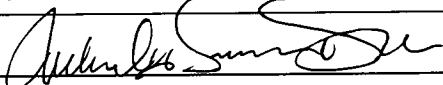
Social security number									
or									
Employer identification number									
8	3	-	2	2	3	2	6	9	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1-20-23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named LetRBuck, LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.²

2. The entity is a:

- Corporation
- Non-Profit Corporation
- Trust
- Business Trust
- Governmental Subdivision or Agency
- Unincorporated Non-Profit Association
- Other please explain: _____
- Limited Liability Company
- General Partnership
- Limited Partnership
- Registered Limited Liability Partnership
- Registered Limited Liability Limited Partnership
- Limited Partnership Association

3. The entity was formed under the laws of the State of Colorado.

4. The mailing address for the entity is : 34824 CR 29 Greeley CO 80631

5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is (*All Signatures are Required*)

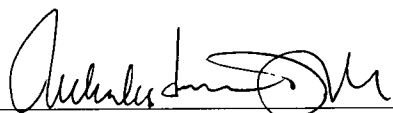
- Richard Dumm Manager
Name Title
- _____
Name Title

6. *OPTIONAL*³ The authority of the foregoing person(s) to bind the entity is limited is not limited as follows:

7. *OPTIONAL* Other matters concerning the manner in which the entity deals with its interest(s) in real property:

DATED: 1-20-23

LetRBuck, LLC

By: 
Richard Dumm


Its: Manager

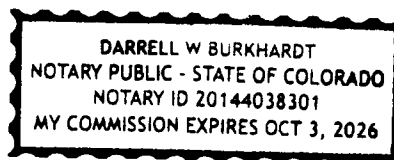
STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The forgoing instrument was acknowledged before me this 20 day of January, 2023,
by Richard Dumm as Manager of LetRBuck, LLC.

Witness my hand and official seal.

My commission expires: 10-3-24


Notary Public



INDEPENDENT CONTRACTOR AGREEMENT
(TANK #5 SOUTH PAINTING AND REPAIR SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of January 2023, by and between North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and Viking Painting, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement

(including Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2023.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. **CONFIDENTIALITY AND CONFLICTS.**

a. **Confidentiality.** Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. When required by the District, as a prerequisite for payment, Contractor shall provide in a form satisfactory to the District, partial lien or claim waivers and affidavits from Contractor and its subcontractors and suppliers for the contract work. Such waivers may be made conditional upon payment. The Contractor will provide

indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the “**District Indemnitees**”), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “**Claims**”), including reasonable legal expenses and attorneys’ fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers’ compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District’s approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner

the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt

by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: North Weld County Water District
P.O. Box 56
32825 Weld County Road 39
Lucerne, CO 80646
Attention: Eric Reckentine, District Manager
Phone: (970) 356-3020
Email: ericr@nwcwd.org

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Zachary P. White
Phone: (303) 858-1800
E-mail: zwhite@wbapc.com

Contractor: Viking Painting, LLC
P.O. Box 24162
Omaha, NE 68124
Attention: AJ Vela
Phone: (720) 202-1693
Email: aj@viptanks.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations

of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed

or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. 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 the Parties 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 Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor

to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Tank #5 South Painting
and Repair Services*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



P.O. Box 24162
Omaha, NE 68124
vikingindustrialpainting.com

PROPOSAL

Please sign and date both copies and return one (1) copy to our office.

CUSTOMER DETAILS

Proposal Submitted To	Northern Weld County WD	Viking Representative	AJ Vela - (720)-202-1693 aj@viktanks.com
Address	32825 County Rd 39, Lucerne CO 81157	Client Contact	Josh Mathews
Client Phone	970-445-2705	Contact Email	joshm@nwewd.org
Job Location	Gill CO 80624	Tank Name	Tank #5 South
Job Name	Gill Tank #5 South Int/Ext Renovation and Repairs	Tank Information	270 KG Steel on Grade, 32 ft high, 38 ft diameter

SERVICES

Interior Coating Removal, Repairs and Re-Coat in 1 - 270 KG Steel On Grade Tank:

1. Contractor to blast all interior surfaces to remove existing coating and prepare steel per SSPC-SP10 surface preparation.
2. Contractor to complete weld overlay repairs and fill severe pitting on the floor as shown in inspection report provided by the owner.
3. Contractor to complete additional pitting repair where needed using Themec Series 215.
4. Contractor to apply 1 coat of Themec Series 91-H2O HydroZinc at 2.5 to 3.5 mils.
5. Contractor to apply a stripe coat to all interior welded seams and edges using Themec Series L140.
6. Contractor to apply an intermediate coat of Themec Series L140 at 4-6 mils DFT.
7. Contractor to apply a finish coat of Themec Series L140 to the tank interior at 4 to 6 mils DFT.
8. Contractor to complete holiday testing on the new interior coating.
9. The coatings applied to be NSF approved for potable water. These coatings will meet AWWA D-102 Standard.

Exterior Coating Repairs and Renovations on 1 - 270 KG Steel On Grade Tank:

10. Contractor to remove the old roof handrail system and install a new 42" high safety handrail system with mid-rail.
11. Contractor to blast the exterior of the tank to remove all existing coatings per SSPC-SP6 surface preparation standard.
12. Contractor to apply 1 coat of Themec Series 91-H2O HydroZinc at 2.5 to 3.5 mils.
13. Contractor to apply an intermediate coat to the tank exterior using Themec series L140 applied at 4-6 mils DFT
14. Contractor to apply a finish coat to the tank exterior using Themec Series 1095 applied at 3 - 5 mils DFT.
15. Finish color to be chosen by owner.
16. Contractor to provide and install a safety cable grab to the exterior ladder of the tank.
17. Contractor will apply a new 6" x 4" name plate with correct tank information above the man way of the tank.
18. Contractor to fill low spots around tank foundation where water can puddle.
19. Contractor will disinfect the tank per AWWA Method # 3.

COST

Budgetary Cost of Materials and Labor	\$274,480.00 (plus any applicable taxes)	Payment Terms	90 days upon completion
---------------------------------------	---	---------------	-------------------------

AGREEMENT TERMS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Preparer Printed Name	AJ Vela	Date Submitted	December 20, 2022
Authorized Preparer Signature	<i>AJ Vela</i>		

ACCEPTANCE OF PROPOSAL

By accepting this proposal, you agree to the above prices, specifications and conditions. Viking Painting LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Client Printed Name		Date of Acceptance	
Authorized Client Signature			

Tentative Project Schedule

Our Intention would be to complete:

Action Code Items A & B completed by the end of January 2022, first week of February 2023

Item B4 Action Code D, Item B9 Action Code D, Item B16 Action Code D, Item N12 Action Code C, Item N18 Action Code C, Item FR9 Action Code C and Item FR25 Action Code C all completed by the end of January 2022, first week of February 2023

All Remaining Action Code Items C & D (except for Item F2 Action Code D and Item S1 Action Code D) to be started and completed by March 17th of 2023.

Basically all the Interior Blasting, Pitting & Corrosion Repair and the Installation of the Safety Handrail System would begin as soon as weather conditions allow, with the goal to begin painting by mid-February and full completion of the scope of work prior to March 17th to allow cure of the coatings prior to the April 1st deadline.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.
Viking Painting LLC

2 Business name/disregarded entity name, if different from above
Viking Industrial Painting

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 24162

6 City, state, and ZIP code
Omaha, NE 68124

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	3	-	0	9	4	4	0	6	2
---	---	---	---	---	---	---	---	---	---


Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1-21-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage; and
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

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

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

PRODUCER INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	CONTACT NAME: Genee West, CISR	
	PHONE (A/C, No, Ext): 402-827-3081	FAX (A/C, No):
	E-MAIL ADDRESS: Genee.West@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	
	INSURER B : Accident Fund Ins Co of America	
INSURED Viking Painting, LLC Neumann Company Contractors, Inc. P.O. Box 24162 Omaha, NE 68124	NAIC #	
	INSURER C : Colony Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC #	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL0567923000	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP567923200	04/01/2022	04/01/2023	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC631584200	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	AFWCP100059158	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CSP308638	06/21/2022	06/21/2023	\$ 2,000,000 Limit

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

** Supplemental Name **

- First Supplemental Name applies to all policies - Viking Painting, LLC
 - First Supplemental Name applies to all policies - dba VIP Tanks
 - First Supplemental Name applies to all policies - dba Viking Industrial Painting
 - First Supplemental Name applies to all policies - Neumann Company Contractors, Inc.
- (See Attached Descriptions)

CERTIFICATE HOLDER Sample	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 <i>Gaffney J. Jorgensen</i>

DESCRIPTIONS (Continued from Page 1)

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

VIKING PAINTING LLC

is a

Limited Liability Company

formed or registered on 12/26/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20188028147 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/22/2022 that have been posted, and by documents delivered to this office electronically through 12/23/2022 @ 12:41:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/23/2022 @ 12:41:21 in accordance with applicable law. This certificate is assigned Confirmation Number 14557211



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

CHANGE ORDER NO. 1

PROJECT TITLE:	<u>NEWT Pipeline - Phase 3</u>
CONTRACTOR:	<u>Garney Companies, Inc.</u>
PROJECT NUMBER:	<u>N/A</u>
PURCHASE ORDER NO.:	<u>N/A</u>
DESCRIPTION:	<u>(See below)</u>

1. Reason for change:

The NEWT Pipeline - Phase 3 project is being packaged into separate parts to control schedule and procure steel materials early ensuring proper delivery of welded steel pipeline according to the project schedule set to begin mid-summer 2023. This change order adds C200 steel pipeline material purchase to the NEWT Pipeline Phase 3 base contract (Work Package 1). Subsequent work packages to develop the entire project will follow as change orders to the contract.

2. Description of Change:


This change order adds material supply and fabrication of welded steel pipe, valve, CARV, blow off, access manway and other steel pipeline specials to the NEWT Pipeline - Phase 3 contract. Details of the steel pipeline manufacturing and supply are provided as attached in Exhibit A.


The material schedule bid by Garney Companies and American SpiralWeld Pipe in December 2022 was in a draft form to develop this material purchase change order. The Districts expect further reconciliation of the pipe supply to occur after biddable drawings are released by the Engineer - Providence Infrastructure Consultants.

3. Change in Contract Cost:	<u>\$4,943,135.00</u>
4. Change in Contract Time:	None

ORIGINAL CONTRACT COST	<u>\$887,407.18</u>
TOTAL APPROVED CHANGE ORDERS	<u>\$0.00</u>
TOTAL PENDING CHANGE ORDERS	<u>\$0.00</u>
TOTAL THIS CHANGE ORDER	<u>\$4,943,135.00</u>
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	<u>557%</u>
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	<u>557%</u>
ADJUSTED CONTRACT COST	<u>\$5,830,542.18</u>

(Assuming all change orders approved)

ACCEPTED BY: <u></u>	DATE: <u>01/20/2023</u>
Garney Companies, Inc.	

RECOMMENDED BY: <u></u>	DATE: <u>1/18/2023</u>
Ditesco	

APPROVED BY: _____	DATE: _____
East Larimer County Water District	

APPROVED BY: _____	DATE: _____
North Weld County Water District	

cc: Owner	Project File
Ditesco	Contractor

EXHIBIT A



NEWT PIPELINE PHASE 3 (CMAR)

NORTH WELD COUNTY AND EAST
LARIMER COUNTY WATER DISTRICTS

Submitted By:
Garney Companies, Inc.
7911 Shaffer Parkway
Littleton, CO 80127

**NORTH WELD COUNTY WATER
DISTRICT & EAST LARIMER
COUNTY WATER DISTRICT**

DECEMBER 23, 2022



7911 Shaffer Parkway
Littleton, CO 80127

Attn: Keith Meyer, Ditesco
2133 S. Timberline Road, Unit 110
Fort Collins, CO 80525
RE: C200 Pipe Vendor Selection

Mr. Meyer,

On December 2nd, 2022, Garney Construction solicited pricing from three vendors for the C200 Steel Water Pipe Materials for the NEWT Phase 3 Pipeline. The solicited firms were American SpiralWeld Pipe, Northwest Pipe Company, and Thompson Pipe Group. On December 21st, 2022, Garney received pricing from all three vendors.

After reviewing the pricing and proposals, Garney is recommending that American SpiralWeld are awarded the supply of the C200 Steel Water Pipe scope of work. Our recommendation is based on the pricing submitted, ability to meet Garney's construction schedule, and our prior experience with American.

Attached you will find the analysis of costs based on the Schedule of Values provided to each vendor. It is important to understand there are quantities and items listed in this Schedule of Values which are unknown. With the evolving nature of CMAR, Garney routinely ask vendors to price several different items to ensure that competitive pricing for items which may be included in the final design are captured early on. The analysis includes a comparison of a 100% lap welded pipeline alignment compared to that of a 75% welded 25% gasketed pipeline. With the evaluation of the submitted pricing, Garney recommends that the NEWT 3 pipeline be 100% welded.

To ensure the construction schedule can be met, American needs to procure the necessary steel coil for the primary pipeline by January 13th, 2022.

Should you have any questions on Garney's recommendation, please contact the project team.

Respectfully submitted,
Garney Companies, Inc.

A handwritten signature in blue ink that reads "Gary Haas".

GARY HAAS

Senior Project Manager
ghaas@garney.com
(970) 222-4124

CC:

Keith Lemaster – Garney Construction
Bill Williams – Garney Construction

100% LAP WELD

American	NWP	Thompson
\$ 4,943,135.00	\$ 5,419,734.00	\$ 5,003,513.70
\$ -	\$ 476,599.00	\$ 60,378.70

O-RING + 25% LAP WELD

American	NWP	Thompson
\$ 5,221,447.50	\$ 5,599,724.00	\$ 5,049,466.20
\$ 171,981.30	\$ 550,257.80	\$ -

	Footage	50' joints	Shorts	Total
Welding 100%	28300	566	34	600
Welding Cost:				\$ 165
				\$ 99,000
Standby				25%
				\$ 123,750.00

	Footage	50' joints	Shorts	Total
Welding 25%	7075	141.5	34	176
Welding Cost:				\$ 165
				\$ 29,040
Standby				25%
				\$ 36,300.00

Cost difference from welding going to a fully welded pipeline = \$ 87,450.00

NEWT Pipeline, Phase 3 - Transmission Pipeline

Bid Item	Size	DESCRIPTION
4	42-Inch	AWWA C200 WSP-.219" Wall Thickness, Steel Coil
2	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut (Pipe Production Price)
3	42-Inch	Fittings: Mitered Bells or Beveled Joints to 02.1 Degree to 05.0 Degree Deflections
4	42-Inch	Fittings: 1 Cut Fitting for 05.1 Degree to 22.5 Degree Deflections
5	42-Inch	Fittings: 2 Cut Fitting for 22.6 Degree to 45.0 Degree Deflections
6	42-Inch	Fittings: 3 Cut Fitting for 45.1 Degree to 67.5 Degree Deflections
7	42-Inch	Fittings: 4 Cut Fitting for 67.5 Degree to 90 Degree Deflections
8	42-Inch	AWWA C200 WSP: 25" LL MAX. Polyurethane Coated, CML .219" Wall Thickness, Installed in Trenchless Condition
9	6-Inch	Outlet: CARV Dual directly on Pipe, Class E
10	8-Inch	Outlet: CARV Dual directly on Pipe, Class E
11	10-Inch	Outlet: CARV Dual directly on Pipe, Class E
12	12-Inch	Outlet: Blow Off Valve, Tangential on Pipe, Class E
13	24-Inch	Outlet: Access Manway Includes Blind Flange, Class E
14	30-Inch	Outlet: Access Manway Includes Blind Flange, Class E
15	3-Inch	Outlet: Weld Lead Access, 3-Inch Thread-O-Let. Includes Half Coupling and Threaded Plug
16	42-Inch	External Dished Head, Includes 2" Threaded outlet with Plug, 4-Inch Flanged Outlet (Class E), Primer Coated, C 250
17	42-Inch	Flanged Connection: Butterfly Valve, Class E Item includes 2EA Flanges and 5LF of Pipe for each flange at the pressure class of surrounding pipe.
18	42-Inch	Buttstrap: Split, 12" Wide, Ports for Air Testing, .25" Thickness

Alt 01	42-Inch	Additive Cost per LF for "Short Joints" in locations directed by Garney.
Alt 02	42-Inch	Internal Dished Head, CL 200
Alt 03	42-Inch	18" Bonding Wires w/ Sleeves & Cad Welds*
Alt 04	42-Inch	Shrink Sleeves: Additional Requested by Contractor
Alt 05	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut. Additional cost for gasketed pipe per foot.*

- Note : 1** Milestone: Complete Submittal Package Including Front End by February 6th, 2022 and Initial Lay Schedule shall be submitted no later than April 1st, 2022.
- Note : 2** Manufacturer shall maintain manufacturing and delivery milestones as outlined in this document and in the RFP.
- Note : 3** Delivery to be at the rate shown and is to be spread between 1-2 headings.
- Note : 4** Bidder to identify gross tons of steel to be procured for manufacture of entire order, inclusive of any production loss. Application for payment shall be made upon receipt steel, not to exceed stated gross tons X American Metal Market, Hot
- *Note: 5 - ASWP** Delivery may be impacted if gasketed joints are required and ASWP would like the opportunity to discuss before a buying decision is made.

AMERICAN - LAP WELD OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$ -----
27,350.00	Linear Feet	\$ 157.00	\$ 4,293,950.00
1.00	Each	\$ 270.00	\$ 270.00
1.00	Each	\$ 6,410.00	\$ 6,410.00
1.00	Each	\$ 8,780.00	\$ 8,780.00
1.00	Each	\$ 15,360.00	\$ 15,360.00
1.00	Each	\$ 17,560.00	\$ 17,560.00
950.00	Linear Feet	\$ 157.00	\$ 149,150.00
1.00	Each	\$ 3,310.00	\$ 3,310.00
1.00	Each	\$ 4,240.00	\$ 4,240.00
1.00	Each	\$ 4,640.00	\$ 4,640.00
5.00	Each	\$ 5,900.00	\$ 29,500.00
5.00	Each	\$ 11,225.00	\$ 56,125.00
5.00	Each	\$ 15,400.00	\$ 77,000.00
60.00	Each	\$ 380.00	\$ 22,800.00
1.00	Each	\$ 7,440.00	\$ 7,440.00
10.00	Each	\$ 17,620.00	\$ 176,200.00
1.00	Each	\$ 700.00	\$ 700.00
TOTAL BASE BID			\$ 4,873,435.00

500.00	Linear Feet	\$ 10.00	\$ 5,000.00
1.00	Each	\$ 6,500.00	\$ 6,500.00
0.00	Each	\$ 175.00	\$ -
600.00	Each	\$ 97.00	\$ 58,200.00
0.00	Linear Feet	\$ 19.00	\$ -
TOTAL AMOUNT BID			\$ 4,943,135.00

Delivery Rate
Minimum Delivery Rate @ 2,000 LF per Week for the Total Project.

Company Name: American SpiralWeld Pipe Company, LLC
Manufacturing Location: Columbia, SC; Flint, MI; Paris, TX

AMERICAN - O-RING OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$ -----
27,350.00	Linear Feet	\$ 157.00	\$ 4,293,950.00
1.00	Each	\$ 270.00	\$ 270.00
1.00	Each	\$ 6,410.00	\$ 6,410.00
1.00	Each	\$ 8,780.00	\$ 8,780.00
1.00	Each	\$ 15,360.00	\$ 15,360.00
1.00	Each	\$ 17,560.00	\$ 17,560.00
950.00	Linear Feet	\$ 157.00	\$ 149,150.00
1.00	Each	\$ 3,310.00	\$ 3,310.00
1.00	Each	\$ 4,240.00	\$ 4,240.00
1.00	Each	\$ 4,640.00	\$ 4,640.00
5.00	Each	\$ 5,900.00	\$ 29,500.00
5.00	Each	\$ 11,225.00	\$ 56,125.00
5.00	Each	\$ 15,400.00	\$ 77,000.00
60.00	Each	\$ 380.00	\$ 22,800.00
1.00	Each	\$ 7,440.00	\$ 7,440.00
10.00	Each	\$ 17,620.00	\$ 176,200.00
1.00	Each	\$ 700.00	\$ 700.00
TOTAL BASE BID			\$ 4,873,435.00

500.00	Linear Feet	\$ 10.00	\$ 5,000.00
1.00	Each	\$ 6,500.00	\$ 6,500.00
848.00	Each	\$ 175.00	\$ 148,400.00
600.00	Each	\$ 97.00	\$ 58,200.00
6,837.50	Linear Feet	\$ 19.00	\$ 129,912.50
TOTAL AMOUNT BID			\$ 5,221,447.50

Delivery Rate
Minimum Delivery Rate @ 2,000 LF per Week for the Total Project

Company Name: American SpiralWeld Pipe Company, LLC
Manufacturing Location: Columbia, SC; Flint, MI; Paris, TX

NEWT Pipeline, Phase 3 - Transmission Pipeline

Bid Item	Size	DESCRIPTION
4	42-Inch	AWWA C200 WSP-.219" Wall Thickness, Steel Coil
2	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut(Pipe Production Price)
3	42-Inch	Fittings: Mitered Bells or Beveled Joints to 02.1 Degree to 05.0 Degree Deflections
4	42-Inch	Fittings: 1 Cut Fitting for 05.1 Degree to 22.5 Degree Deflections
5	42-Inch	Fittings: 2 Cut Fitting for 22.6 Degree to 45.0 Degree Deflections
6	42-Inch	Fittings: 3 Cut Fitting for 45.1 Degree to 67.5 Degree Deflections
7	42-Inch	Fittings: 4 Cut Fitting for 67.5 Degree to 90 Degree Deflections
8	42-Inch	AWWA C200 WSP: 25" LL MAX. Polyurethane Coated, CML .219" Wall Thickness, Installed in Trenchless Condition
9	6-Inch	Outlet: CARV Dual directly on Pipe, Class E
10	8-Inch	Outlet: CARV Dual directly on Pipe, Class E
11	10-Inch	Outlet: CARV Dual directly on Pipe, Class E
12	12-Inch	Outlet: Blow Off Valve, Tangential on Pipe, Class E
13	24-Inch	Outlet: Access Manway Includes Blind Flange, Class E
14	30-Inch	Outlet: Access Manway Includes Blind Flange, Class E
15	3-Inch	Outlet: Weld Lead Access, 3-Inch Thread-O-Let. Includes Half Coupling and Threaded Plug
16	42-Inch	External Dished Head, Includes 2" Threaded outlet with Plug, 4-Inch Flanged Outlet (Class E), Primer Coated, C 250
17	42-Inch	Flanged Connection: Butterfly Valve, Class E Item includes 2EA Flanges and 5LF of Pipe for each flange at the pressure class of surrounding pipe.
18	42-Inch	Buttstrap: Split, 12" Wide, Ports for Air Testing, .25" Thickness

Alt 01	42-Inch	Additive Cost per LF for "Short Joints" in locations directed by Garney.
Alt 02	42-Inch	Internal Dished Head, CL 200
Alt 03	42-Inch	18" Bonding Wires w/ Sleeves & Cad Welds*
Alt 04	42-Inch	Shrink Sleeves: Additional Requested by Contractor
Alt 05	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut. Additional cost for gasketed pipe per foot.*

- Note : 1** Milestone: Complete Submittal Package Including Front End by February 6th, 2022 and Initial Lay Schedule shall be submitted no later than April 1st, 2022.
- Note : 2** Manufacturer shall maintain manufacturing and delivery milestones as outlined in this document and in the RFP.
- Note : 3** Delivery to be at the rate shown and is to be spread between 1-2 headings.
- Note : 4** Bidder to identify gross tons of steel to be procured for manufacture of entire order, inclusive of any production loss. Application for payment shall be made upon receipt steel, not to exceed stated gross tons X American Metal Market, Hot
- *Note: 5 - ASWP** Delivery may be impacted if gasketed joints are required and ASWP would like the opportunity to discuss before a buying decision is made.

NORTHWEST PIPE - LAP WELD OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$ -----
27,350.00	Linear Feet	\$ 172.00	\$ 4,704,200.00
1.00	Each	\$ 181.00	\$ 181.00
1.00	Each	\$ 6,582.00	\$ 6,582.00
1.00	Each	\$ 9,719.00	\$ 9,719.00
1.00	Each	\$ 12,926.00	\$ 12,926.00
1.00	Each	\$ 16,104.00	\$ 16,104.00
950.00	Linear Feet	\$ 204.00	\$ 193,800.00
1.00	Each	\$ 5,328.00	\$ 5,328.00
1.00	Each	\$ 5,780.00	\$ 5,780.00
1.00	Each	\$ 6,300.00	\$ 6,300.00
5.00	Each	\$ 8,313.00	\$ 41,565.00
5.00	Each	\$ 14,896.00	\$ 74,480.00
5.00	Each	\$ 18,984.00	\$ 94,920.00
60.00	Each	\$ 668.00	\$ 40,080.00
1.00	Each	\$ 5,615.00	\$ 5,615.00
10.00	Each	\$ 11,536.00	\$ 115,360.00
1.00	Each	\$ 731.00	\$ 731.00
TOTAL BASE BID			\$ 5,333,671.00

500.00	Linear Feet	\$ 16.00	\$ 8,000.00
1.00	Each	\$ 9,063.00	\$ 9,063.00
0.00	Each	\$ 180.00	\$ -
600.00	Each	\$ 115.00	\$ 69,000.00
0.00	Linear Feet	\$ 4.00	\$ -
TOTAL AMOUNT BID			\$ 5,419,734.00

Delivery Rate

Minimum Delivery Rate @ 2,000 LF per Week for the Total Project

Company Name: American SpiralWeld Pipe Company, LLC

Manufacturing Location: Columbia, SC; Flint, MI; Paris, TX

NORTHWEST PIPE - O-RING OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$ -----
27,350.00	Linear Feet	\$ 172.00	\$ 4,704,200.00
1.00	Each	\$ 181.00	\$ 181.00
1.00	Each	\$ 6,582.00	\$ 6,582.00
1.00	Each	\$ 9,719.00	\$ 9,719.00
1.00	Each	\$ 12,926.00	\$ 12,926.00
1.00	Each	\$ 16,104.00	\$ 16,104.00
950.00	Linear Feet	\$ 204.00	\$ 193,800.00
1.00	Each	\$ 5,328.00	\$ 5,328.00
1.00	Each	\$ 5,780.00	\$ 5,780.00
1.00	Each	\$ 6,300.00	\$ 6,300.00
5.00	Each	\$ 8,313.00	\$ 41,565.00
5.00	Each	\$ 14,896.00	\$ 74,480.00
5.00	Each	\$ 18,984.00	\$ 94,920.00
60.00	Each	\$ 668.00	\$ 40,080.00
1.00	Each	\$ 5,615.00	\$ 5,615.00
10.00	Each	\$ 11,536.00	\$ 115,360.00
1.00	Each	\$ 731.00	\$ 731.00
TOTAL BASE BID			\$ 5,333,671.00

500.00	Linear Feet	\$ 16.00	\$ 8,000.00
1.00	Each	\$ 9,063.00	\$ 9,063.00
848.00	Each	\$ 180.00	\$ 152,640.00
600.00	Each	\$ 115.00	\$ 69,000.00
6,837.50	Linear Feet	\$ 4.00	\$ 27,350.00
TOTAL AMOUNT BID			\$ 5,599,724.00

Delivery Rate

Minimum Delivery Rate @ 2,000 LF per Week for the Total Project

Company Name: American SpiralWeld Pipe Company, LLC

Manufacturing Location: Columbia, SC; Flint, MI; Paris, TX

NEWT Pipeline, Phase 3 - Transmission Pipeline

Bid Item	Size	DESCRIPTION
1	42-Inch	AWWA C200 WSP-.219" Wall Thickness, Steel-Coil
2	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut (Pipe-Production Price)
3	42-Inch	Fittings: Mitered Bells or Beveled Joints to 02.1 Degree to 05.0 Degree Deflections
4	42-Inch	Fittings: 1 Cut Fitting for 05.1 Degree to 22.5 Degree Deflections
5	42-Inch	Fittings: 2 Cut Fitting for 22.6 Degree to 45.0 Degree Deflections
6	42-Inch	Fittings: 3 Cut Fitting for 45.1 Degree to 67.5 Degree Deflections
7	42-Inch	Fittings: 4 Cut Fitting for 67.5 Degree to 90 Degree Deflections
8	42-Inch	AWWA C200 WSP: 25' LL MAX, Polyurethane Coated, CML .219" Wall Thickness, Installed in Trenchless Condition
9	6-Inch	Outlet: CARV Dual directly on Pipe, Class E
10	8-Inch	Outlet: CARV Dual directly on Pipe, Class E
11	10-Inch	Outlet: CARV Dual directly on Pipe, Class E
12	12-Inch	Outlet: Blow Off Valve, Tangential on Pipe, Class E
13	24-Inch	Outlet: Access Manway Includes Blind Flange, Class E
14	30-Inch	Outlet: Access Manway Includes Blind Flange, Class E
15	3-Inch	Outlet: Weld Lead Access, 3-Inch Thread-O-Let. Includes Half Coupling and Threaded Plug
16	42-Inch	External Dished Head, Includes 2" Threaded outlet with Plug, 4-Inch Flanged Outlet (Class E), Primer Coated, CL 250
17	42-Inch	Flanged Connection: Butterfly Valve, Class E Item includes 2EA Flanges and 5LF of Pipe for each flange at the pressure class of surrounding pipe.
18	42-Inch	Buttstrap: Split, 12" Wide, Ports for Air Testing, .25" Thickness

Alt 01	42-Inch	Additive Cost per LF for "Short Joints" in locations directed by Garney.
Alt 02	42-Inch	Internal Dished Head, CL 200
Alt 03	42-Inch	18" Bonding Wires w/ Sleeves & Cad Welds*
Alt 04	42-Inch	Shrink Sleeves: Additional Requested by Contractor
Alt 05	42-Inch	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut. Additional cost for gasketed pipe per foot.*

- Note : 1** Milestone: Complete Submittal Package Including Front End by February 6th, 2022 and Initial Lay Schedule shall be submitted no later than April 1st, 2022.
- Note : 2** Manufacturer shall maintain manufacturing and delivery milestones as outlined in this document and in the RFP.
- Note : 3** Delivery to be at the rate shown and is to be spread between 1-2 headings.
- Note : 4** Bidder to identify gross tons of steel to be procured for manufacture of entire order, inclusive of any production loss. Application for payment shall be made upon receipt steel, not to exceed stated gross tons X American Metal
- *Note: 5 - ASWP** Delivery may be impacted if gasketed joints are required and ASWP would like the opportunity to discuss before a buying decision is made.

THOMPSON - LAP WELD OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$
27,350.00	Linear Feet	\$ 164.72	\$ 4,505,092.00
1.00	Each	\$ 213.00	\$ 213.00
1.00	Each	\$ 5,298.00	\$ 5,298.00
1.00	Each	\$ 7,620.00	\$ 7,620.00
1.00	Each	\$ 10,406.00	\$ 10,406.00
1.00	Each	\$ 37,038.00	\$ 37,038.00
950.00	Linear Feet	\$ 160.05	\$ 152,047.50
1.00	Each	\$ 1,575.00	\$ 1,575.00
1.00	Each	\$ 1,790.00	\$ 1,790.00
1.00	Each	\$ 1,832.00	\$ 1,832.00
5.00	Each	\$ 1,739.00	\$ 8,695.00
5.00	Each	\$ 5,017.80	\$ 25,089.00
5.00	Each	\$ 7,069.60	\$ 35,348.00
60.00	Each	\$ 709.42	\$ 42,565.20
1.00	Each	\$ 4,132.00	\$ 4,132.00
10.00	Each	\$ 10,444.80	\$ 104,448.00
1.00	Each	\$ 668.00	\$ 668.00
		\$ -	
TOTAL BASE BID			\$ 4,943,856.70

500.00	Linear Feet	\$ 18.83	\$ 9,415.00
1.00	Each	\$ 3,442.00	\$ 3,442.00
0.00	Each	\$ 30.00	\$ -
600.00	Each	\$ 78.00	\$ 46,800.00
0.00	Linear Feet	\$ 3.00	\$ -

TOTAL AMOUNT BID \$ 5,003,513.70

Delivery Rate
Minimum Delivery Rate @ 2,000 LF per Week for the Total Project

Company Name: American SpiralWeld Pipe Company, LLC

Manufacturing Location: Columbia, SC; Flint, MI; Paris, TX

THOMPSON - O-RING OPTION

Estimated Quantity	Unit	Unit Price	Extension
28,300.00	Linear Feet		\$
27,350.00	Linear Feet	\$ 164.72	\$ 4,505,092.00
1.00	Each	\$ 213.00	\$ 213.00
1.00	Each	\$ 5,298.00	\$ 5,298.00
1.00	Each	\$ 7,620.00	\$ 7,620.00
1.00	Each	\$ 10,406.00	\$ 10,406.00
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1.00	Each	\$ 1,790.00	\$ 1,790.00
1.00	Each	\$ 1,832.00	\$ 1,832.00
5.00	Each	\$ 1,739.00	\$ 8,695.00
5.00	Each	\$ 5,017.80	\$ 25,089.00
5.00	Each	\$ 7,069.60	\$ 35,348.00
60.00	Each	\$ 709.42	\$ 42,565.20
1.00	Each	\$ 4,132.00	\$ 4,132.00
10.00	Each	\$ 10,444.80	\$ 104,448.00
1.00	Each	\$ 668.00	\$ 668.00

500.00	Linear Feet	\$ 18.83	\$ 9,415.00
1.00	Each	\$ 3,442.00	\$ 3,442.00
848.00	Each	\$ 30.00	\$ 25,440.00
600.00	Each	\$ 78.00	\$ 46,800.00
6,837.50	Linear Feet	\$ 3.00	\$ 20,512.50

TOTAL AMOUNT BID \$ 5,049,466.20

RAW WATER DEDICATION AGREEMENT

This Raw Water Dedication Agreement (“Agreement”) is made and entered into this ___ day of _____ 202_, by and between the **Town of Ault**, a Colorado statutory town, with a mailing address of 201 1st Street, Ault, CO 80610 (“Grantor”), and the **North Weld County Water District**, a Colorado special district, with a mailing address of P.O. Box 56, Lucerne, CO 80646 (“District”). The Grantor and the District are collectively referred to herein as the “Parties.”

WHEREAS, the District exists pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its residents and users;

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District;

WHEREAS, Grantor owns one (1) share of the Capital Stock of the Water Supply and Storage Company ("WSSC"), represented by Certificate No. _____, and a pro rata interest in the water rights owned by WSSC (the "Shares"), which Shares are to be ultimately acquired by and dedicated to the District in aid of Grantor’s request for additional treated water supply and service from the District;

WHEREAS, Grantor shall satisfy its raw water requirement by dedicating the Shares to the District upon the following terms and conditions and subject to the following contingencies;

NOW THEREFORE, Grantor and the District agree as follows:

1. Dedication. Within sixty (60) days of the execution of this Agreement by both parties (“Dedication Date”), Grantor shall dedicate the Shares to the District, free and clear of all liens and encumbrances except those arising under this agreement, and subject to the terms and conditions of this Agreement. On the Dedication Date the parties shall take the following actions:

- a. Grantor shall execute a share assignment conveying the Shares (and any lateral ditch company shares as applicable) to the District subject to the reconveyance obligations set forth herein and provide the fully endorsed and original stock certificate to the District;
- b. Grantor shall execute a Warranty Deed conveying the water rights represented by the Shares together with all appurtenances to the District subject to the reconveyance obligations set forth herein;
- c. Grantor shall provide the fully executed dry up covenant as required by this Agreement to the District; and
- d. Grantor shall pay District the following Conversion Fees.

Fee	Dollars / Share	Number of Shares	Fee Due
-----	-----------------	------------------	---------

Conversion	\$37,500.00	1.00	\$37,500.00
Capital Contribution	\$57,400.00	1.00	\$45,000
Administrative	\$5,625.00	1.00	\$5,625.00
Total	\$100,525.00	1.00	\$88,125

If following the Dedication of the Shares, Grantor cannot or will not provide payment of any fees required to effectuate water service to the Grantor, then it will be considered a breach of this Agreement, and the District shall have the right to pursue any remedies allowed to it by law, including an action for specific performance or damages, including attorney fees and costs. In the alternative, the District may elect to purchase the Share(s) from Grantor at market rate per share. Should the District choose to purchase the Shares outright, the capital contribution fee and the conversion fee actually paid by Grantor to District pursuant to paragraph 1.d. of this Agreement shall be refunded to Grantor.

2. Title. Title to the Shares shall be merchantable in Grantor and Grantor shall provide a copy of the stock certificate for the Shares upon execution of this Agreement. On the Dedication Date, Grantor shall execute and deliver an assignment of water stock and a Warranty Deed for the Shares, in a form acceptable to the District, conveying free and clear title to the District along with all rights appurtenant to the Shares and any lateral ditch rights and shares associated with the historical delivery of Shares, subject, however, to an obligation by the District to re-convey such share(s) to the Town within six months of receipt of an election by the Town to withdraw such dedication and remove such water from the Town's water portfolio. Notwithstanding, Grantor shall have the right seek reconveyance of the Shares until no less than five (5) years after the entry of a final, non-appealable decree in Case No. 21CW3199. Should the District fail to re-convey as herein provided, Town shall have the right to pursue any remedies allowed to it by law, including an action for specific performance. Grantor shall take all actions necessary to effectuate the transfer the Shares to the District upon the foregoing terms and conditions including payment of any transfer or other transactional costs.

3. Warranty. Grantor warrants that title to the Shares will be conveyed free and clear of all lien encumbrances, assessments and leases of any kind, except the re-conveyance obligation set forth herein. All parties acknowledge that dedication of legal title is in trust for the use and benefit of the Town, which at all times shall retain equitable ownership and the right to re-conveyance of legal title. All assessments due or made by the Water Supply and Storage Company prior to the date the Shares are transferred to the District shall be paid by Grantor.

4. Encumbrances. After acceptance of this Agreement, Grantor shall provide to the District, in addition to a copy of the water stock certificate, copies of any other documents which show or create an encumbrance upon the Shares. Grantor shall obtain the release of all encumbrances prior to dedicating the Shares to the District.

5. Investigation of Historical Use. Grantor agrees to provide the District with and assist the District in obtaining any necessary information showing the historical use of the Shares that are the subject of this Agreement to the satisfaction of the District, including, without

limitation, affidavits documenting the historical use of the Shares as deemed necessary by the District. District acknowledges that it has reviewed the information provided by the Grantor. The District completed its diligence review in May 2022.

6. Dry Up. This Agreement is also contingent upon Grantor executing or obtaining a dry-up covenant for the property where the Shares were historically used, prior to the Dedication Date, in a form acceptable to the District for the land historically irrigated by the Shares. The subject property from which the Shares are rededicated must be: (1) developed, (2) converted into dryland farming, or (3) revegetated with sustaining native grasses approved by the Natural Resource Conservation Service ("NRCS"). District agrees that it will provide, at its sole expense and in a form acceptable to the District, a survey and map of any dry-up parcels that will be the subject of any dry-up covenant associated with the Shares in this agreement, so that said survey and map can be attached as an exhibit to the dry-up covenant. At the District's request, the dry up covenant may also include an easement for a recharge pond, if necessary, and such ingress and egress easements as are necessary for the operation of said pond.

7. Adequate Consumptive Use. Grantor has provided the District the information in paragraphs 5 and 6 for purposes of review by the District's water resources manager, engineer and attorney. The estimate of consumptive use as determined by the Grantor, the District or the engineers engaged by either is not binding on the District, and Grantor recognizes and agrees that the final consumptive use credit allocated to the Shares shall be as determined by the water court.

8. Water Court Cooperation. The Grantor shall cooperate with the District as reasonably required in connection with the prosecution of the water court application to change the type or place of use of the Shares in accordance with the legal requirements of the water court.

9. Survival of Representations. The representations, warranties and indemnities made by the Parties to this Agreement and the covenants and agreements to be performed or complied with by the respective Parties under this Agreement shall be deemed to be continuing and shall survive this Agreement and transfer of the Shares to the District.

10. Cooperation to Effectuate this Agreement. The Parties will cooperate with each other and execute and deliver such other instruments and take such other steps as may be necessary to effectuate all the provisions of this Agreement.

11. District Option to Void the Agreement. This Agreement shall be voidable at the District's option at any time prior to the Dedication Date in the event that the District Board determines, in its sole and absolute discretion, that the Shares are not suitable to meet the raw water dedication requirements necessary to enter into an amendment to the Existing Water Service Agreement with the Grantor for additional treated water supply and service. By signing this Agreement, the Grantor acknowledges and agrees that the Grantor is obligated to complete the Dedication process of conveying the Shares to the District following the District's Investigation of Historical Use activities listed in Paragraph 5, and the Grantor acknowledges

that Grantor's completion of the Dedication process is a precondition to the District executing the amendment to the Existing Water Service Agreement.

12. Governing Law.

- a. *Venue.* Venue for all actions arising from this Agreement shall be in the District Court in Weld County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.
- b. *Choice of Law.* Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

13. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Grantor and the Developer expressly understand and agree that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the District's Board of Directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

14. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

15. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, successors and assigns.

17. 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 the Parties 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 Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18. Headings. Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

19. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed to the preparation of this Agreement.

20. Legal Advice. All Parties are hereby advised to seek competent tax and/ or legal advice regarding this transaction.

21. Entire Agreement. This document represents the complete Agreement of the Parties, and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[Remainder of Page Intentionally Blank. Signature Pages Follow]



WCR 74

WCR 74

WCR 31

Premise 3163

Premise 3163 to be relocated to this parcel

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this _____ day of _____, 2023, by and between **RONALD W. TREIBER AND KATHY L. TREIBER**, whose address is 1724 N. Overland Trail, Fort Collins, CO 80521 (“Grantor”) and the **CITY OF GREELEY, COLORADO**, a Colorado home rule municipality, as to an undivided 50% interest, whose address is 1000 10th Street, Greeley, Colorado, **FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided 21% interest, **NORTH WELD COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 16.5% interest and **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 12.5% interest (collectively “Grantees”).

Grantor, for consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Temporary Construction Easement does grant, bargain, sell, convey and confirm to Grantees, its successors and assigns forever, a temporary construction easement (“Temporary Easement”) on and under the property as per the Property Description and Exhibit Map attached hereto as **Exhibit A** and incorporated herein by this reference, located in Weld County, Colorado (“Temporary Easement Area”); for the purposes of:

1. Surveying, locating, installing, accessing, and constructing a buried irrigation structure on lands adjacent to the Property, in whole or in part;
2. Cutting and clearing trees, brush, debris and other obstructions on the Property that might interfere with Grantees activities in the Temporary Easement Area; and
3. Access across contiguous property owned by Grantor by means of existing roads, lanes, and setbacks, or other reasonable route as determined by Grantees and approved by Grantor, which approval cannot be unreasonably withheld, so that Grantees may conduct the activities described in paragraphs 1 and 2 above (“Grantees Activities”).

The term of the Temporary Easement will commence ten (10) days after Grantees, or Grantees through their contractor, delivers a written notice to Grantor (“Commencement Date”) and will terminate twelve (12) months from the Commencement Date. In the event that Grantees Activities are not completed within the term of the Temporary Easement, City, through its contractor, may give notice to Grantor thirty (30) days prior to the expiration of the term that it is extending the term of the Temporary Easement for up to an additional six (6) months. Grantor also grants to Grantees the right to reenter the Temporary Easement Area after expiration of the term of the Temporary Easement to correct any defects, perform repairs, replace landscaping and perform any other work necessary.

The Grantees, through their contractor, shall give Grantor two (2) days' notice prior to the reentry. Unless written notice is provided by Grantees to extend the period of reentry, the reentry period shall end no later than (1) year after the end of the term of the Temporary Easement.

Prior to the Commencement Date and during the term of the Temporary Easement, Grantor shall not place, erect, install or permit any above or below ground building, structure or other obstruction in the Temporary Easement Area.

The Grantees shall:

4. Insofar as practicable, restore the surface of the ground to its condition prior to Grantees activities on the Property;
5. Remove and dispose of 4 existing trees located on property as determined by Grantors.
6. Insofar as practicable, restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to Grantees activities on the Property; and
7. Pay Grantor the actual damages to growing crops, livestock and other items caused by Grantees Activities on the Property.

Grantor, covenants that as of the date of execution of this Temporary Construction Easement it has good title to the Temporary Easement Area and has the right to grant the Temporary Easement and Right of Re-Entry.

SIGNATURE PAGES TO FOLLOW

GRANTORS:

Ronald W. Treiber

Date: _____

Kathy L. Treiber

Date: _____

STATE OF COLORADO

) ss.

COUNTY OF _____

Acknowledged before me on this ____ day of _____, 2023, by
Ronald W. Treiber and Kathy L. Treiber as Grantors.

WITNESS MY HAND AND MY SEAL

MY COMMISSION EXPIRES _____

Notary Public

CITY OF GREELEY, COLORADO
a Colorado home rule municipality

By: _____ Date: _____
Kallasandra Moran, Real Estate Manager

FORT COLLINS-LOVELAND WATER DISTRICT, A quasi-municipal corporation and a political subdivision of the State of Colorado

ATTEST:

James Borland, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by James Borland, as President of the FORT COLLINS-LOVELAND WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

NORTH WELD COUNTY WATER DISTRICT, A quasi-municipal corporation and a political subdivision of the State of Colorado

ATTEST:

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
PARCEL DESCRIPTION

A parcel of land, being part of Lot 1, Amended Plat of a Portion of Tract A, All of Tract B, Treiber Exemption S-69-83 as recorded November 19, 2008 as Reception No. 20080071958 of the Records of the Larimer County Clerk and Recorder, situate in the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 1 and assuming the West line of Lot 1 as bearing North 00°09'45" West, as platted, a distance of 844.45 feet and with all other bearings contained herein relative thereto;

THENCE North 88°55'20" East, along the North line of Lot 1 a distance of 5.55 feet to the POINT OF BEGINNING;

THENCE North 88°55'20" East, continuing along said North line of Lot 1 a distance of 20.01 feet;

THENCE South 00°40'50" West a distance of 136.22 feet;

THENCE North 89°19'10" West a distance of 23.56 feet to the West line of Lot 1;

THENCE North 00°09'45" West, along said West line, a distance of 49.66 feet;

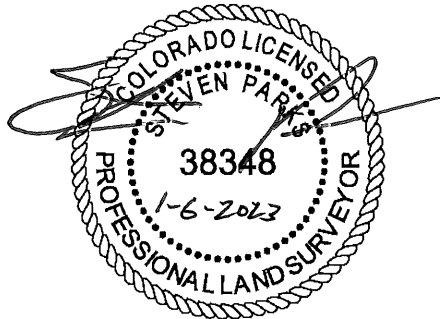
THENCE South 89°19'10" East a distance of 4.29 feet;

THENCE North 00°40'50" East a distance of 85.95 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,913 Square Feet, more or less (±).

SURVEYORS STATEMENT

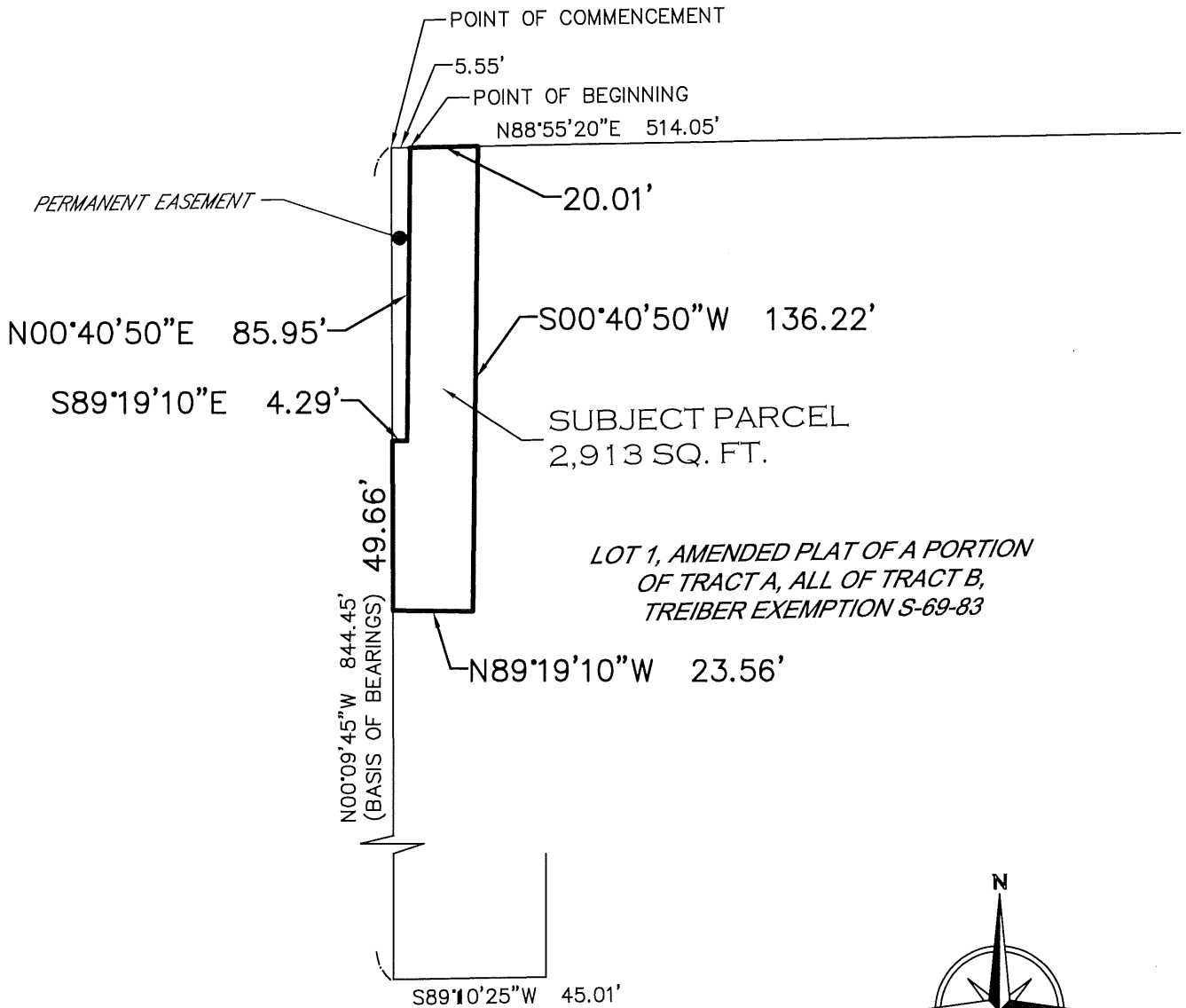
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



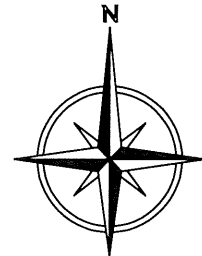
Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



EXHIBIT A



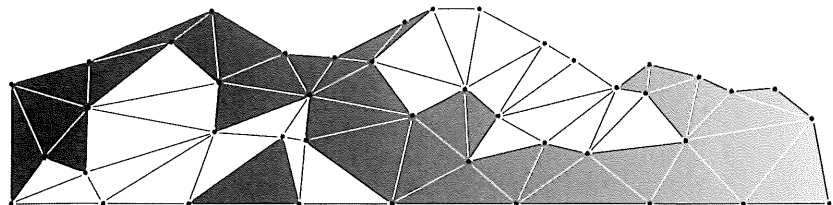
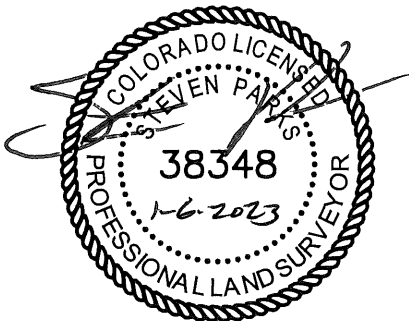
LOT 1, AMENDED PLAT OF A PORTION
OF TRACT A, ALL OF TRACT B,
TREIBER EXEMPTION S-69-83



OVERLAND TRAIL

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

PERMANENT UTILITY EASEMENT AND COVENANT

This Permanent Utility Easement and Covenant is made this _____ day of _____, 2023 (“Effective Date”), between **RONALD W. TREIBER AND KATHY L. TREIBER**, whose address is 1726 N. Overland Trail, Fort Collins, CO 80521 (“Grantor”) and the **CITY OF GREELEY, COLORADO**, a Colorado home rule municipality, as to an undivided 50% interest, whose address is 1000 10th Street, Greeley, Colorado, **FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided 21% interest, **NORTH WELD COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 16.5% interest and **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 12.5% interest (collectively “Grantees”).

Grantor, who owns, subject to existing easements, interests, and encumbrances, real property known by Larimer County parcel number 98333-05-001 and legally described as:

Lot 1, Amended plat of a portion of Tract A, all of Tact B, Treiber Exemption S-69-83, Situate in the Southwest Quarter of Section 33, Township 8 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado. (“Property”).

For consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby conveys to City, a Permanent Utility Easement and Covenant (“Easement and Covenant”) in, on, under, and across the property depicted in **Exhibit A** (“Easement Area”), attached hereto and incorporated herein, for the purposes of:

1. Surveying, locating, installing, using, operating, maintaining, marking, inspecting, repairing, altering, removing and replacing irrigation structural improvements and appurtenances thereto;
2. Marking the location of the Easement Area;
3. Cutting and clearing trees, brush, debris and other obstructions on the Easement Area;
4. Mitigation of any affected raptor nests per recommendation of biologist; and
5. Access across contiguous property owned by Grantor by means of existing roads, lanes, and setbacks, or other reasonable route as determined by Grantees and approved by Grantor, which approval cannot be unreasonably withheld, so that Grantees may conduct the activities described in paragraphs 1 through 3, above (“Grantees Activities”).

Grantee shall at Grantees’ expense:

6. Insofar as practicable, restore the surface of the ground to its condition existing prior to Grantees Activities, as agreed upon by both parties. Restoration of the surface of the ground will be considered complete when Grantor, through Grantor’s contractor, determines at

least 70% of previously existing ground cover is mature enough to control soil erosion and can survive harsh weather conditions, and support the growing conditions existing prior to the Grantees Activities, in accordance with the Grantees best management practices.

7. The right to place gates and locks, to be controlled by Grantees, in existing fences that cross the Easement Area.

Grantor reserves the right to use and occupy the Easement Area for any purpose which will not interfere with Grantees Activities, provided that Grantor shall not:

8. Construct or allow the construction of any structures within the Easement Area;
9. Install any landscaping, fences, or other improvements that require excavation deeper than one (1) foot below the surface of the Easement Area or alters the ground level within the Easement Area, without prior written consent of Grantees;
10. Install any berms or other improvements that require fill dirt more than one (1) foot above the surface of the Easement Area or alter the ground level within the Easement Area, without prior written consent of Grantees;
11. Except in connection with Allowed Agricultural Operations, plant or allow any trees, shrubs or landscaping that exceeds three (3) feet in height when mature within the Easement Area, without prior written consent of Grantees;
12. Impound water or other substances within the Easement Area;
13. Store or dispose of any dangerous, toxic or hazardous substances within the Easement Area; or
14. Allow use or crossing of the Easement Area by any entity other than Grantees, including utilities, without prior written consent of Grantees.
15. The Grantees are not responsible for any costs associated with improvements built after the Effective Date.

The easements and rights granted in this Easement and Covenant, the restrictions imposed, and the agreements, and covenants contained shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Property, and shall be binding upon and inure to the benefit of Grantor and Grantees, and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

[Signature Pages Follow]

CITY OF GREELEY, COLORADO
a Colorado home rule municipality

By: _____
Kallasandra Moran, Real Estate Manager

Date: _____

FORT COLLINS-LOVELAND WATER DISTRICT, A quasi-municipal corporation and a political subdivision of the State of Colorado

ATTEST:

James Borland, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by James Borland, as President of the FORT COLLINS-LOVELAND WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

NORTH WELD COUNTY WATER DISTRICT, A quasi-municipal corporation and a political subdivision of the State of Colorado

ATTEST:

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Lot 1, Amended Plat of a Portion of Tract A, All of Tract B, Treiber Exemption S-69-83 as recorded November 19, 2008 as Reception No. 20080071958 of the Records of the Larimer County Clerk and Recorder, situate in the Southwest Quarter (SW1/4) of Section Thirty-three (33), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

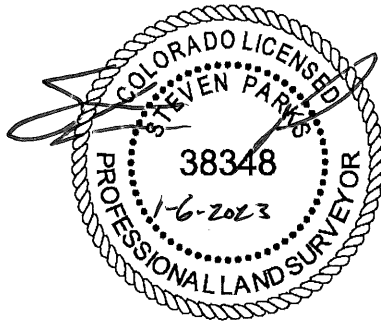
BEGINNING at the Northwest corner of said Lot 1 and assuming the West line of Lot 1 as bearing North 00°09'45" West, as platted, a distance of 844.45 feet and with all other bearings contained herein relative thereto;

THENCE North 88°55'20" East, along the North line of Lot 1 a distance of 5.55 feet;
THENCE South 00°40'50" West a distance of 85.95 feet;
THENCE North 89°19'10" West a distance of 4.29 feet to the West line of Lot 1;
THENCE North 00°09'45" West, along said West line, a distance of 85.79 feet to the POINT OF BEGINNING.

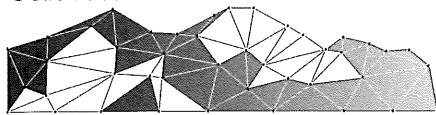
Said described parcel of land contains 423 Square Feet, more or less (±).

SURVEYORS STATEMENT

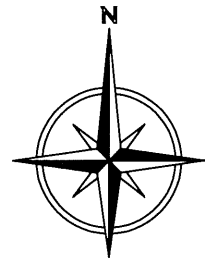
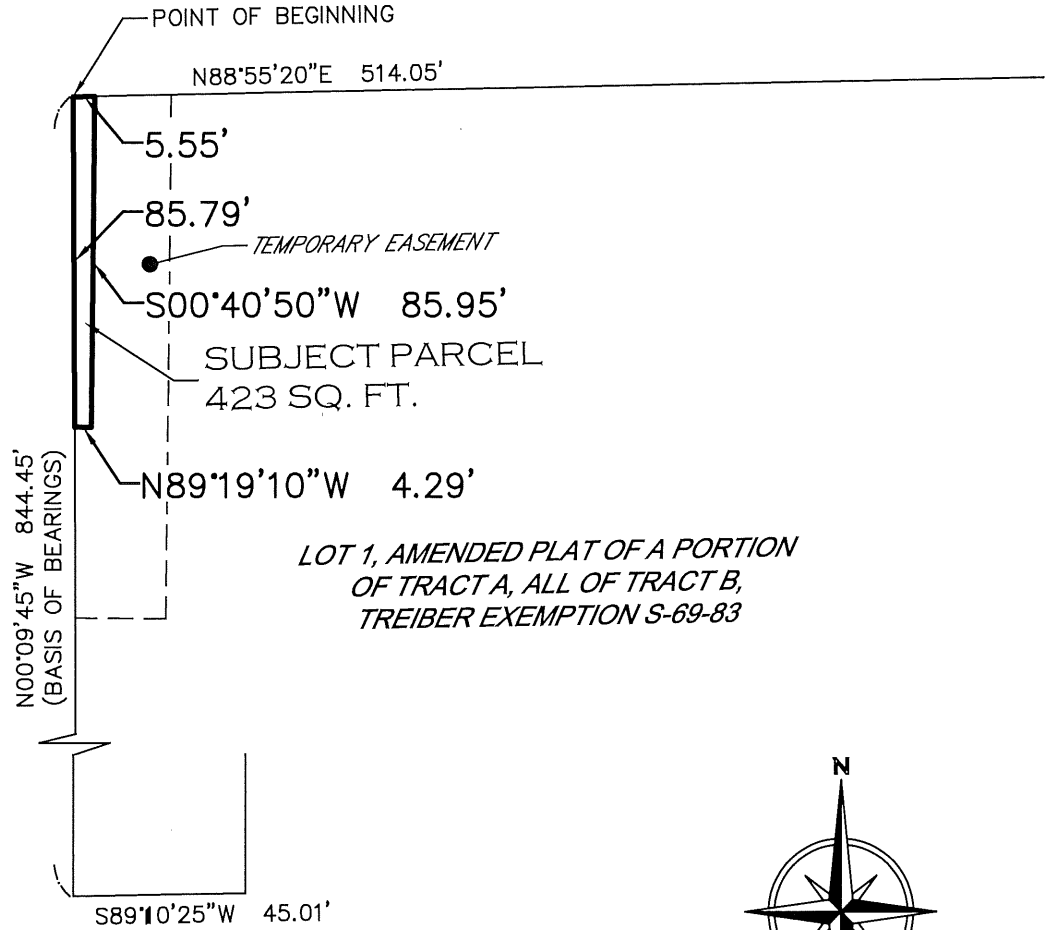
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



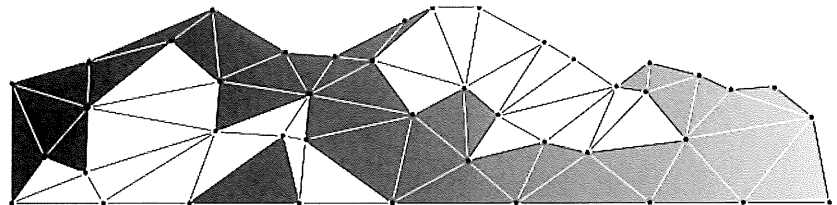
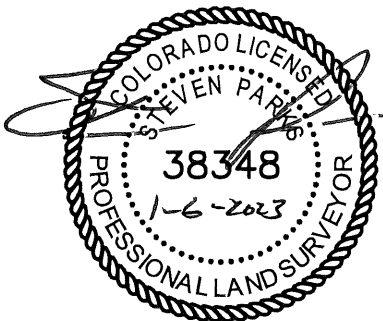
MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



OVERLAND TRAIL

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this _____ day of _____, 2023, by and between **MARK A. LINDER**, whose address is 4355 Bingham Hill Road, Fort Collins, CO 80521 (“Grantor”) and the **CITY OF GREELEY, COLORADO**, a Colorado home rule municipality, as to an undivided 50% interest, whose address is 1000 10th Street, Greeley, Colorado, **FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided 21% interest, **NORTH WELD COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 16.5% interest and **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 12.5% interest (collectively “Grantees”).

Grantor, for consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Temporary Construction Easement does grant, bargain, sell, convey and confirm to Grantees, its successors and assigns forever, a temporary construction easement (“Temporary Easement”) on and under the property as per the Property Description and Exhibit Map attached hereto as **Exhibit A** and incorporated herein by this reference, located in Weld County, Colorado (“Temporary Easement Area”); for the purposes of:

1. Surveying, locating, installing, accessing, and constructing a buried irrigation structure on lands adjacent to the Property, in whole or in part;
2. Cutting and clearing trees, brush, debris and other obstructions on the Property that might interfere with Grantees activities in the Temporary Easement Area; and
3. Access across contiguous property owned by Grantor by means of existing roads, lanes, and setbacks, or other reasonable route as determined by Grantees and approved by Grantor, which approval cannot be unreasonably withheld, so that Grantees may conduct the activities described in paragraphs 1 and 2 above (“Grantees Activities”).

The term of the Temporary Easement will commence ten (10) days after Grantees, or Grantees through their contractor, delivers a written notice to Grantor (“Commencement Date”) and will terminate twelve (12) months from the Commencement Date. In the event that Grantees Activities are not completed within the term of the Temporary Easement, City, through its contractor, may give notice to Grantor thirty (30) days prior to the expiration of the term that it is extending the term of the Temporary Easement for up to an additional six (6) months. Grantor also grants to Grantees the right to reenter the Temporary Easement Area after expiration of the term of the Temporary Easement to correct any defects, perform repairs, replace landscaping and perform any other work necessary.

CITY OF GREELEY, COLORADO
a Colorado home rule municipality

By: _____ Date: _____
Kallasandra Moran, Real Estate Manager

FORT COLLINS-LOVELAND WATER DISTRICT, A quasi-municipal corporation and a political subdivision of the State of Colorado

ATTEST:

James Borland, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by James Borland, as President of the FORT COLLINS-LOVELAND WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

**EAST LARIMER COUNTY WATER
DISTRICT, a quasi-municipal corporation and
a political subdivision of the State of Colorado**

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PARCEL DESCRIPTION

Two parcels of land, being part of Lot 1, Linder Minor Land Division, #11-S3085 as recorded February 10, 2012 as Reception No. 20120009390 of the Records of the Larimer County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Thirty-two (32), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

PARCEL 'A'

COMMENCING at the Northeast corner of said Lot 1 and assuming the East line of Lot 1 as bearing South 00°08'15" West, as platted, a distance of 260.48 feet and with all other bearings contained herein relative thereto;

THENCE South 00°08'15" West, along said East line, a distance of 88.11 feet to the POINT OF BEGINNING;

THENCE South 00°08'15" West, continuing along said East line, a distance of 15.52 feet;

THENCE South 40°15'28" West a distance of 176.62 feet;

THENCE North 80°56'38" West a distance of 32.87 feet to the North line of the location of Larimer Canal #2 as defined on said Reception No. 2012009390;

THENCE North 37°12'31" West, along said North line, a distance of 20.97 feet;

THENCE North 76°36'16" East a distance of 65.10 feet;

THENCE North 40°15'28" East a distance of 148.53 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,897 Square Feet or 0.067 Acres, more or less (±).

PARCEL 'B'

COMMENCING at the Northeast corner of said Lot 1 and assuming the East line of Lot 1 as bearing South 00°08'15" West, as platted, a distance of 260.48 feet and with all other bearings contained herein relative thereto;

THENCE North 73°11'58" West, along the North line of Lot 1, a distance of 22.29 feet to the POINT OF BEGINNING;

THENCE South 00°58'50" West a distance of 84.08 feet;

THENCE South 40°15'28" West a distance of 134.08 feet;

THENCE South 76°36'16" West a distance of 67.82 feet to the North line of the location of Larimer Canal #2 as defined on said Reception No. 2012009390;

Thence along said North line the following two courses:

THENCE North 37°12'31" West a distance of 11.06 feet;

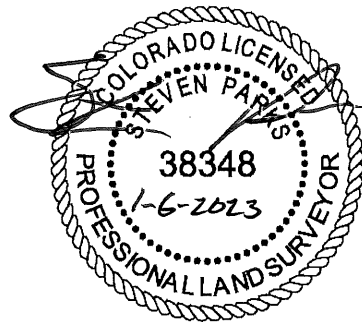
THENCE North 60°13'31" West a distance of 14.45 feet;

THENCE North 76°36'16" East a distance of 76.25 feet;
THENCE North 40°15'28" East a distance of 120.37 feet;
THENCE North 00°58'50" East a distance of 82.61 feet to the North line of Lot 1;
THENCE South 73°11'58" East, along said North line, a distance of 20.79 feet to the POINT OF BEGINNING.

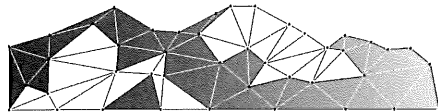
Said described parcel of land contains 5,621 Square Feet or 0.129 Acres, more or less (±).

SURVEYORS STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



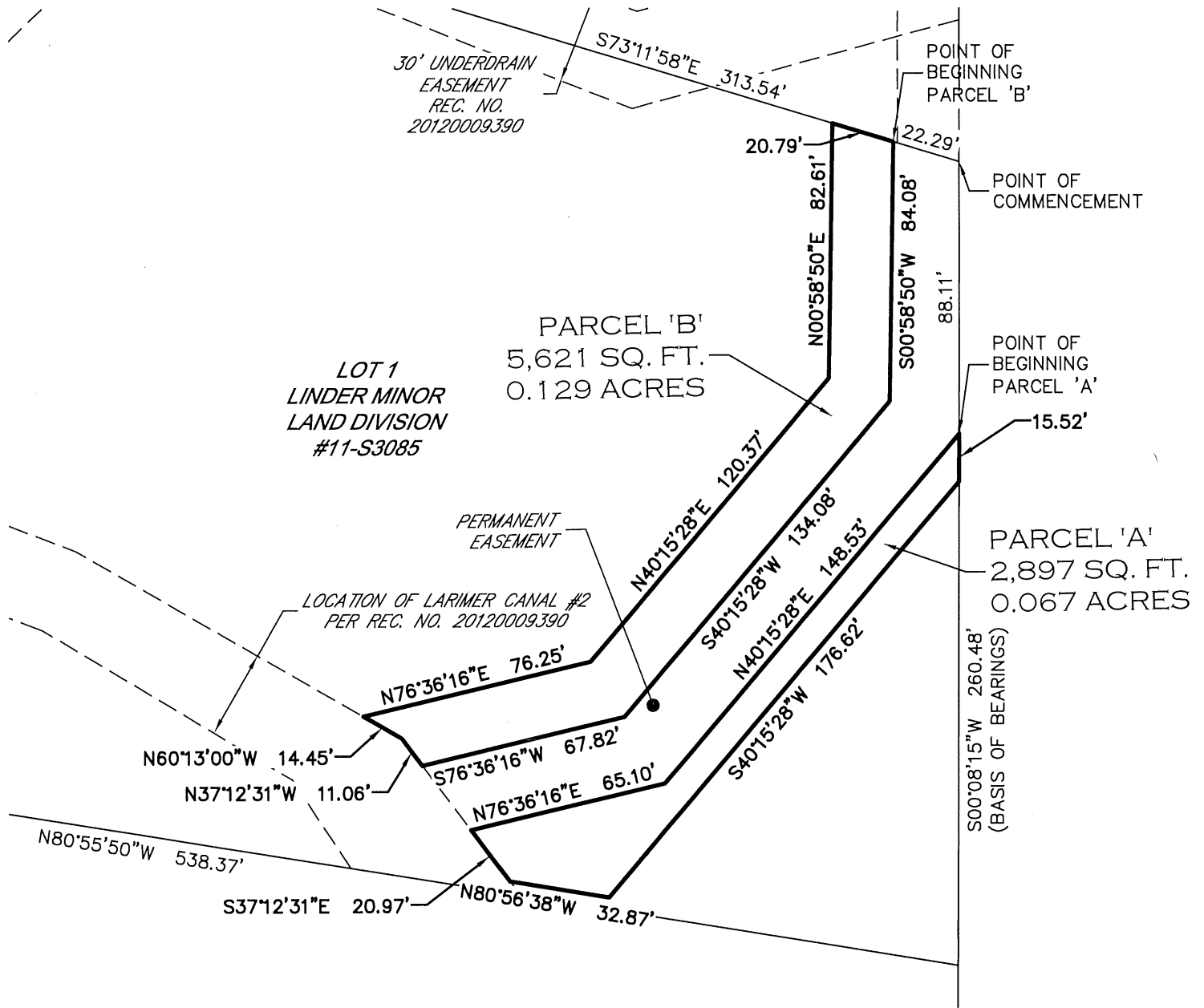
Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



MAJESTIC SURVEYING

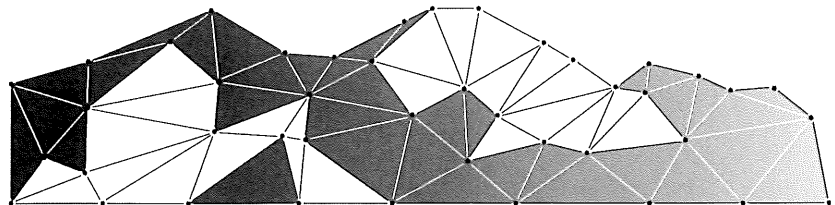
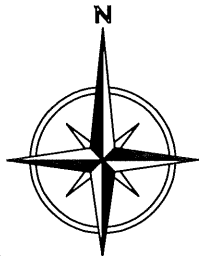
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550

EXHIBIT A



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

PERMANENT UTILITY EASEMENT AND COVENANT

This Permanent Utility Easement and Covenant is made this ____ day of _____, 2023 (“Effective Date”), between **MARK A. LINDER**, whose address is 4355 Bingham Hill Road, Fort Collins, CO 80521 (“Grantor”) and the **CITY OF GREELEY, COLORADO**, a Colorado home rule municipality, as to an undivided 50% interest, whose address is 1000 10th Street, Greeley, Colorado, **FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided 21% interest, **NORTH WELD COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 16.5% interest and **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado as to an undivided 12.5% interest (collectively “Grantees”).

Grantor, who owns, subject to existing easements, interests, and encumbrances, real property known by Larimer County parcel number 98324-11-701 and legally described as:

Lot 1, Linder Minor Land Division 11-S3085, County of Larimer, State of Colorado. (“Property”).

For consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby conveys to City, a Permanent Utility Easement and Covenant (“Easement and Covenant”) in, on, under, and across the property depicted in **Exhibit A** (“Easement Area”), attached hereto and incorporated herein, for the purposes of:

1. Surveying, locating, installing, using, operating, maintaining, marking, inspecting, repairing, altering, removing and replacing irrigation structural improvements and appurtenances thereto;
2. Marking the location of the Easement Area;
3. Cutting and clearing trees, brush, debris and other obstructions on the Easement Area;
4. Mitigation of any affected raptor nests per recommendation of biologist; and
5. Access across contiguous property owned by Grantor by means of existing roads, lanes, and setbacks, or other reasonable route as determined by Grantees and approved by Grantor, which approval cannot be unreasonably withheld, so that Grantees may conduct the activities described in paragraphs 1 through 3, above (“Grantees Activities”).

Grantee shall at Grantees’ expense:

6. Insofar as practicable, restore the surface of the ground to its condition existing prior to Grantees Activities, as agreed upon by both parties. Restoration of the surface of the ground will be considered complete when Grantor, through Grantor’s contractor, determines at least 70% of previously existing ground cover is mature enough to control soil erosion and can survive harsh weather conditions, and support the growing conditions existing prior to

the Grantees Activities, in accordance with the Grantees best management practices.

7. The right to place gates and locks, to be controlled by Grantees, in existing fences that cross the Easement Area.

Grantor reserves the right to use and occupy the Easement Area for any purpose which will not interfere with Grantees Activities, provided that Grantor shall not:

8. Construct or allow the construction of any structures within the Easement Area;
9. Install any landscaping, fences, or other improvements that require excavation deeper than one (1) foot below the surface of the Easement Area or alters the ground level within the Easement Area, without prior written consent of Grantees;
10. Install any berms or other improvements that require fill dirt more than one (1) foot above the surface of the Easement Area or alter the ground level within the Easement Area, without prior written consent of Grantees;
11. Except in connection with Allowed Agricultural Operations, plant or allow any trees, shrubs or landscaping that exceeds three (3) feet in height when mature within the Easement Area, without prior written consent of Grantees;
12. Impound water or other substances within the Easement Area;
13. Store or dispose of any dangerous, toxic or hazardous substances within the Easement Area; or
14. Allow use or crossing of the Easement Area by any entity other than Grantees, including utilities, without prior written consent of Grantees.
15. The Grantees are not responsible for any costs associated with improvements built after the Effective Date.

The easements and rights granted in this Easement and Covenant, the restrictions imposed, and the agreements, and covenants contained shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Property, and shall be binding upon and inure to the benefit of Grantor and Grantees, and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

[Signature Pages Follow]

CITY OF GREELEY, COLORADO
a Colorado home rule municipality

By: _____
Kallasandra Moran, Real Estate Manager

Date: _____

FORT COLLINS-LOVELAND WATER DISTRICT, A quasi-municipal corporation and a political subdivision of the State of Colorado

ATTEST:

James Borland, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by James Borland, as President of the FORT COLLINS-LOVELAND WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PARCEL DESCRIPTION

A parcel of land, being part of Lot 1, Linder Minor Land Division, #11-S3085 as recorded February 10, 2012 as Reception No. 20120009390 of the Records of the Larimer County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Thirty-two (32), Township Eight North (T.8N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

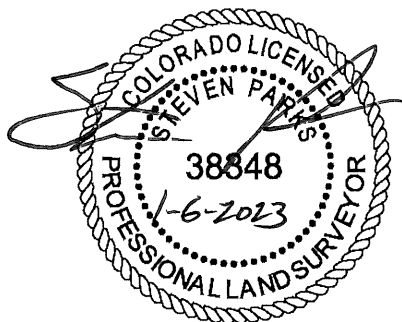
BEGINNING at the Northeast corner of said Lot 1 and assuming the East line of Lot 1 as bearing South 00°08'15" West, as platted, a distance of 260.48 feet and with all other bearings contained herein relative thereto;

THENCE South 00°08'15" West, along said East line, a distance of 88.11 feet;
THENCE South 40°15'28" West a distance of 148.53 feet;
THENCE South 76°36'16" West a distance of 65.10 feet to the North line of the location of Larimer Canal #2 as defined on said Reception No. 2012009390;
THENCE North 37°12'31" West, along said North line, a distance of 26.23 feet;
THENCE North 76°36'16" East a distance of 67.82 feet;
THENCE North 40°15'28" East a distance of 134.08 feet;
THENCE North 00°58'50" East a distance of 84.08 feet to the North line of Lot 1;
THENCE South 73°11'58" East, along said North line, a distance of 22.29 feet to the POINT OF BEGINNING.

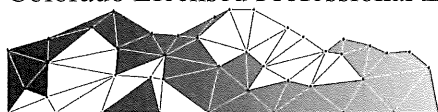
Said described parcel of land contains 6,883 Square Feet or 0.158 Acres, more or less (±).

SURVEYORS STATEMENT

I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

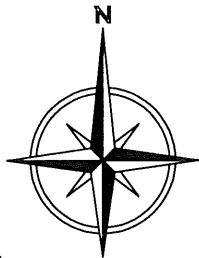
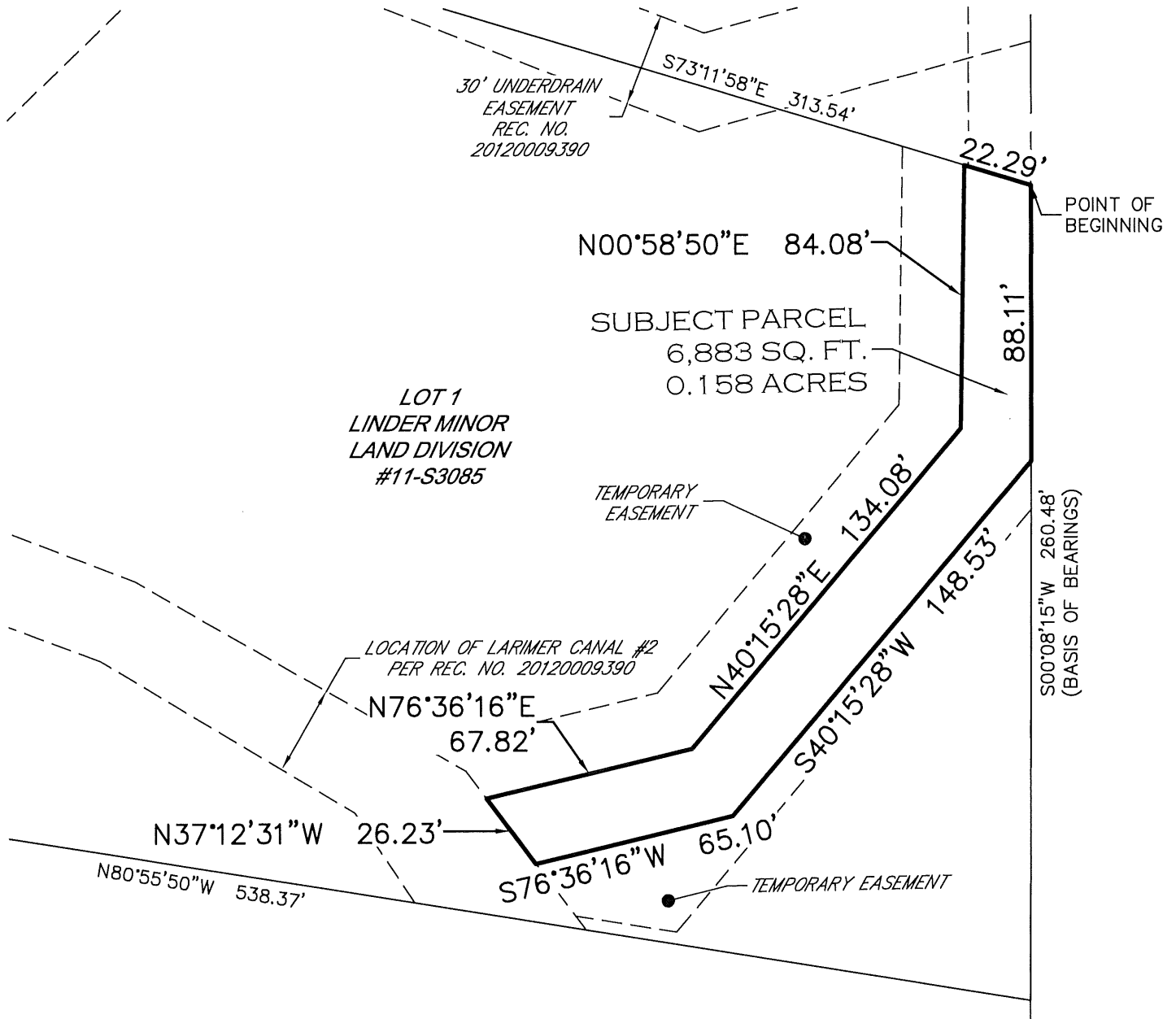


Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38848



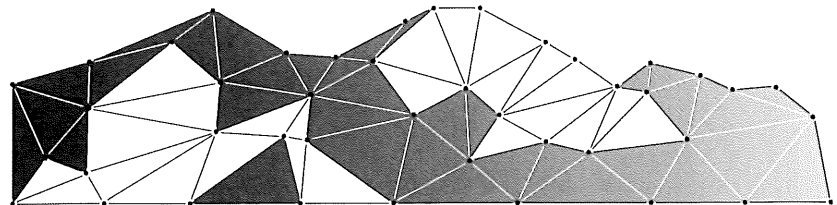
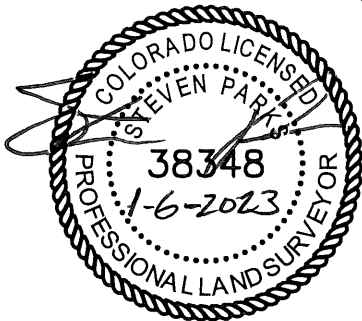
MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550

EXHIBIT A



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

STAFF TRANSMITTAL

DATE: February 8, 2023

TO: North Weld County Water District

SUBJECT: February 13, 2023 Board Meeting Materials

TRANSMITTED BY: Richard Raines, Water Resource Manager
Bill Renz, Ditesco Project Manager

AGENDA ITEM DESCRIPTION:

Larimer #2 Outlet Project – Bids were received for the Larimer #2 Outlet Project on January 31, 2023, with Crow Creek Construction the apparent low bidder at \$196,959.39 to accomplish the work. Work consists of approximately 300 linear feet of concrete lined channel with outlet structures to connect the Larimer #2 Canal to Pond 1 of the Overland Ponds System.

This project was approved through the Water Resources Committee, the Steering Committee and approved through each of the Tri-Districts respective annual budgets. The final bid amount of \$196,959.39 is less than the approved budget amount in the Water Resources budget.

Proposed Permanent Easements and Temporary Construction Easements for the Larimer #2 Outlet Project have been drafted with the two landowners adjacent to the project. Proposed easement areas replace existing prescriptive easement areas in order to record formal access, operation, and maintenance boundaries with Larimer County.

REQUESTING FROM THE BOARD OF DIRECTORS:

Staff recommends that the North Weld County Board approve Notice of Award and the execution of the construction contract and notice to proceed with Crow Creek Construction. The bid amount represents a reasonable amount for the services requested.

Recommended Motion:

“I motion that the North Weld County Water District Board authorize the Chair to the Board to sign the required Easement Documents, Notice of Award, Construction Contract and the Notice to Proceed with Crow Creek Construction, LLC in the amount of \$196,959.39 for construction of the project”.

ATTACHMENTS:

- Easement Documents, Recommendation of Award, Construction Contract and Notice to Proceed Forms for the Larimer #2 Outfall Project

SECTION 00 51 00

NOTICE OF AWARD

Owner: Tri-Districts

Date of Issuance:

Engineer: Ditesco

Owner's Contract No.:

Project: Overland Ponds Larimer #2 Lateral

Engineer's Project No.:

Bidder: Crow Creek Construction LLC

Bidder's Address: 7251 W 20th St Building L Suite 101B Greeley CO, 80634

TO BIDDER:

You are notified that Owner has accepted your Bid dated 01/31/2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The full Work as described in the contract documents for The Overland Ponds Larimer #2 Lateral.

The Contract Price of the awarded Contract is: \$ 196,959.39 (Subject to Unit Prices)

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[3]** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: North Weld County Water District

Authorized Signature

By:

Title:

Owner: East Larimer County Water District

Authorized Signature

By:

Title:

Owner: Fort Collins – Loveland Water District

Authorized Signature

By:

Title:

Copy: Engineer

SECTION 00 52 00

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between East Larimer County Water District, Fort-Collins-Loveland Water District, North Weld County Water District, known as the Tri-Districts (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Overland Ponds Larimer #2 Lateral.*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Ditesco, LLC.

3.02 The Owner has retained Ditesco, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and each of the Milestones is not achieved within the times specified in Paragraph 4.02

above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently and cumulatively.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment (submitted by the 1st of the month for Work completed as of the 25th of the previous month) on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the

character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 2 to 9, inclusive).
 - 2. Performance AND payment bonds (pages 12 to 17, inclusive).
 - 3. General Conditions: Not attached.
 - 4. Supplementary Conditions: Not attached.
 - 5. Specifications as listed in the table of contents of the Project Manual. Not attached.
 - 6. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: Overland Ponds Larimer #2 Lateral.
 - 7. Addenda: Not attached.
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Section 00 30 00 Sheets 8 to 10, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: East Larimer County Water District, Fort-Collins-Loveland Water District, North Weld County Water District, known as the Tri-Districts

CONTRACTOR:

By:

Title:

Attest:

Title:

By:

Title:

Attest:

Title:

By:

Title:

Attest:

Title:

Address for giving notices:

Tri-District Water Resources
4424 Laporte Avenue
Fort Collins, CO 80521

Address for giving notices:

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

SECTION 00 53 00

NOTICE TO PROCEED

Owner:	East Larimer County Water District, Fort Collins-Loveland Water District, North Weld County Water District, known as the Tri-Districts	Owner's Contract No.:
Contractor:		Contractor's Project No.:
Engineer:	Ditesco, LLC	Engineer's Project No.:
Project:	Overland Ponds Larimer #2 Lateral	Contract Name: Project
		Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____.

Owner: **East Larimer County Water District**

Authorized Signature

By:

Title:

Date Issued:

Owner: **Fort Collins-Loveland Water District**

Authorized Signature

By:

Title:

Date issued:

Owner: **North Weld County Water District**

Authorized Signature

By:

Title:

Date Issued

Copy: Engineer



2133 S Timberline Rd., Suite 120
Fort Collins, CO 80525
ditescoservices.com

Delivery by email

February 7, 2023

Mr. Richard T. Raines, P.H.
Tri-Districts
c/o Soldier Canyon Filter Plant
4424 Laporte Ave.
Fort Collins, CO 80521

RE: Larimer #2 Lateral Project Construction Bidding
Crow Creek Construction, LLC. Bid Review and Award Recommendation

Dear Richard:

Please find below our evaluation of Bids submitted by Crow Creek Construction, Connell Resources, Inc, and J2-Contracting Co, Larimer #2 Lateral Project. Attached is the tabulation of bids.

Bid Totals were as follows:

Crow Creek (Low Bid):	\$196,959.39
Connell Resources:	\$198,250.00
J2 Construction:	\$238,375.00

In review of the bids, multiple Contractor's bid the mobilization item in excess of the allowable 10% overall bid maximum, including Crow Creek Construction, LLC. Payment terms will be per Measurement and Payment definition in the specification. No other bid items were disproportionate with the exception of the mobilization item. The mobilization item difference was discussed with Crow Creek and we recommend award of the contract to Crow Creek Construction LLC.

Crow Creek, LLC constructed the Treiber Outlet Improvements Project and we found them to be responsive and responsible contractors in execution of the work. The work performed on the Treiber Outlet Project met plan and specification requirements we issued one change order to add minor improvements to the design. The total Change Order amount was under 1% of the original contract.

Summary and Recommendation

Bids were opened on January 31st, at 3pm in Ditesco's office. Ditesco's review of the bid tabulation yielded no discernable irregularities other than Mobilization which is discussed above.

The documentation submitted by Crow Creek Construction with their bid has been reviewed and has been found to be consistent with the bid document requirements. As such, and including their status as low bidder on the project, we recommend that the Larimer #2 Lateral Project be awarded to Crow Creek Construction, LLC for construction.

Please let me know if you have any questions or require further information regarding this review. I can be reached by phone at 970.820.0175 or at bill.renz@ditescoservices.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Renz".

Bill Renz, P.E. – Senior Project Manager
Ditesco Services

Attachments: Tabulated Bids, Copy of Crow Creek Construction Bid

Cc: Keith Meyer, P.E.
Job File

BIDS RECEIVED: Tuesday, January 31, 2023

PROJECT NAME: Larimer #2 Lateral

BIDS TABULATED BY: BR

NAME OF BIDDER				Crow Creek Construction LLC		Connell Resources, LLC		J-2 Contracting Co.		BID AVERAGE	
BIDDER'S CONTACT INFORMATION				Justin Marshall 7251W 20th St. Building L Suite 101B Greeley CO, 80634		Bill Anderson 7785 Highland Meadows Pkwy, Suite 100 Fort Collins, 80528		Chris Leone 105 Coronado Ct Unit A-101 Fort Collins, CO 80525		N/A	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
BASE BID											
1	Mobilization/Demobilization (Equip., Mobe and Demobe, Bond, Insurance)	1	LS	\$74,162.00	\$74,162.00	\$29,250.00	\$29,250.00	\$26,375.00	\$26,375.00	\$43,262.33	\$43,262.33
2	Outlet Structure, Pipe and Slide Gate Install and Backfill	1	LS	\$39,431.76	\$39,431.76	\$34,500.00	\$34,500.00	\$69,500.00	\$69,500.00	\$47,810.59	\$47,810.59
3	Channel Excavation, Placement, Tie-Ins, and Site Grading	1	LS	\$36,227.38	\$36,227.38	\$94,500.00	\$94,500.00	\$99,200.00	\$99,200.00	\$76,642.46	\$76,642.46
4	ALT - Stops Logs and Stop Log Structure	124,000	SF	\$17138.28	\$17,138.28	\$10000.00	\$10,000.00	\$13300.00	\$13,300.00	\$13,479.43	\$13,479.43
5	Force Account, as Directed by the Owner (Minor Contract Changes)	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total Bid (In US Dollars \$)		TOTAL=			\$196,959.42		\$198,250.00		\$238,375.00		\$211,194.81
NOTES			N/A			N/A		N/A			

SECTION 00 30 00

BID FORM

PROJECT: Overland Ponds Larimer #2 Ditch Lateral Project

Place: Fort Collins, CO 80524

Date: 1/31/23

1. In compliance with your Invitation to Bid dated 1/31/23, and subject to all conditions thereof, the undersigned Crow Creek Construction LLC
a ******(Corporation, Limited Liability Company, Partnership, Joint Venture, or Sole Proprietor)****** authorized to do business in the State of Colorado hereby proposes to furnish and do everything required by the Contract Documents to which this refers for the construction of all items listed on the following Bid Schedule or Bid Schedules.
2. The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons Bidding for the same Work, and that it is made in pursuance of and subject to all the terms and conditions of the Invitation to Bid and Instructions to Bidders, the Agreement, the detailed Specifications, and the Drawings pertaining to the Work to be done, all of which have been examined by the undersigned.
3. All the various phases of Work enumerated in the Contract Documents with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
4. Payment for Work performed will be in accordance with the Bid Schedule or Bid Schedules subject to changes as provided in the Contract Documents.
5. The undersigned Bidder hereby acknowledges receipt of Addenda No. 1 through 1.

Crow Creek Construction LLC

CONTRACTOR

By: Justin Marshall

Title: General Manager

Date: 1/31/23

ADDRESS: 7251 W 20th St Building L Suite 101B

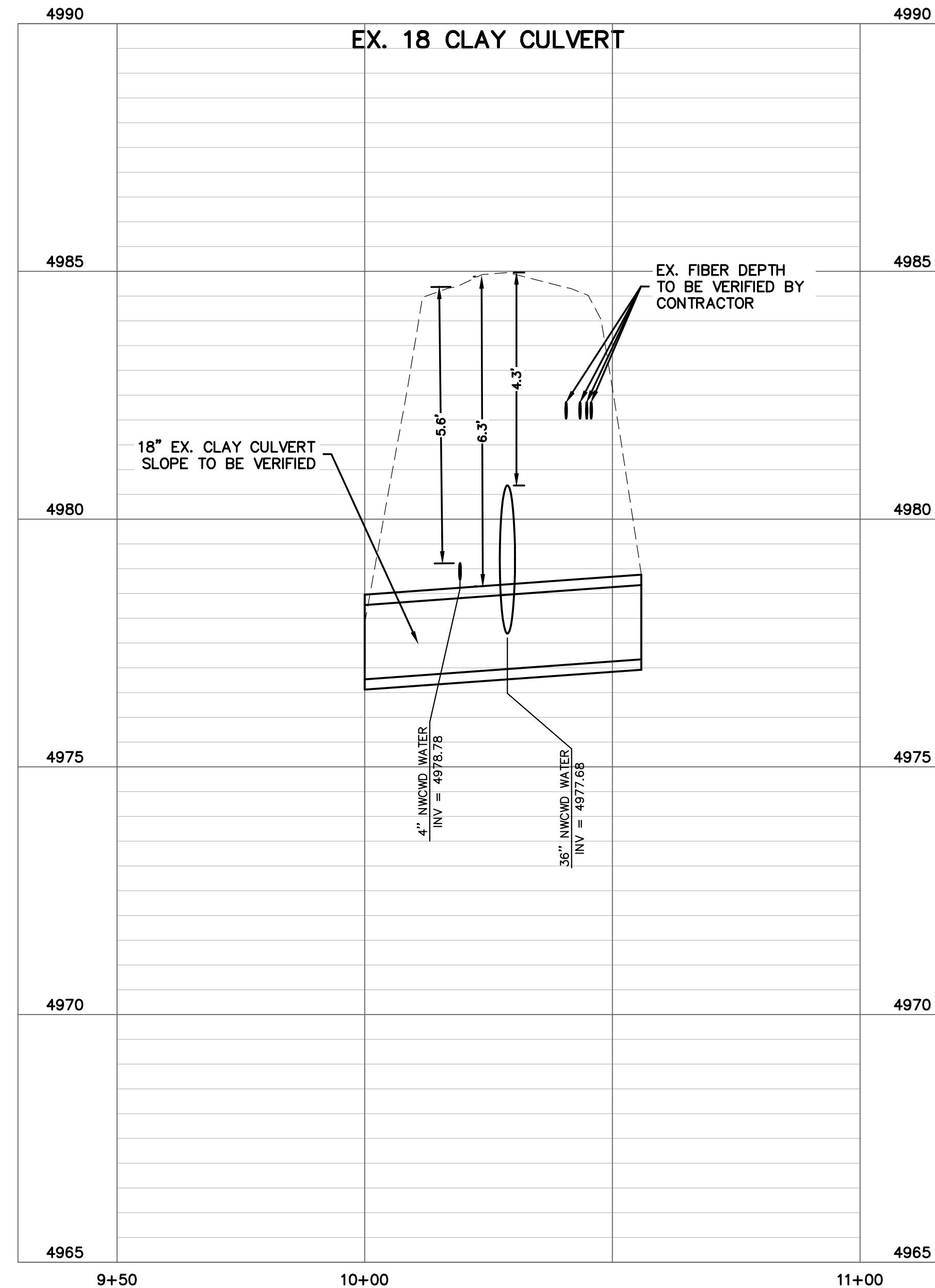
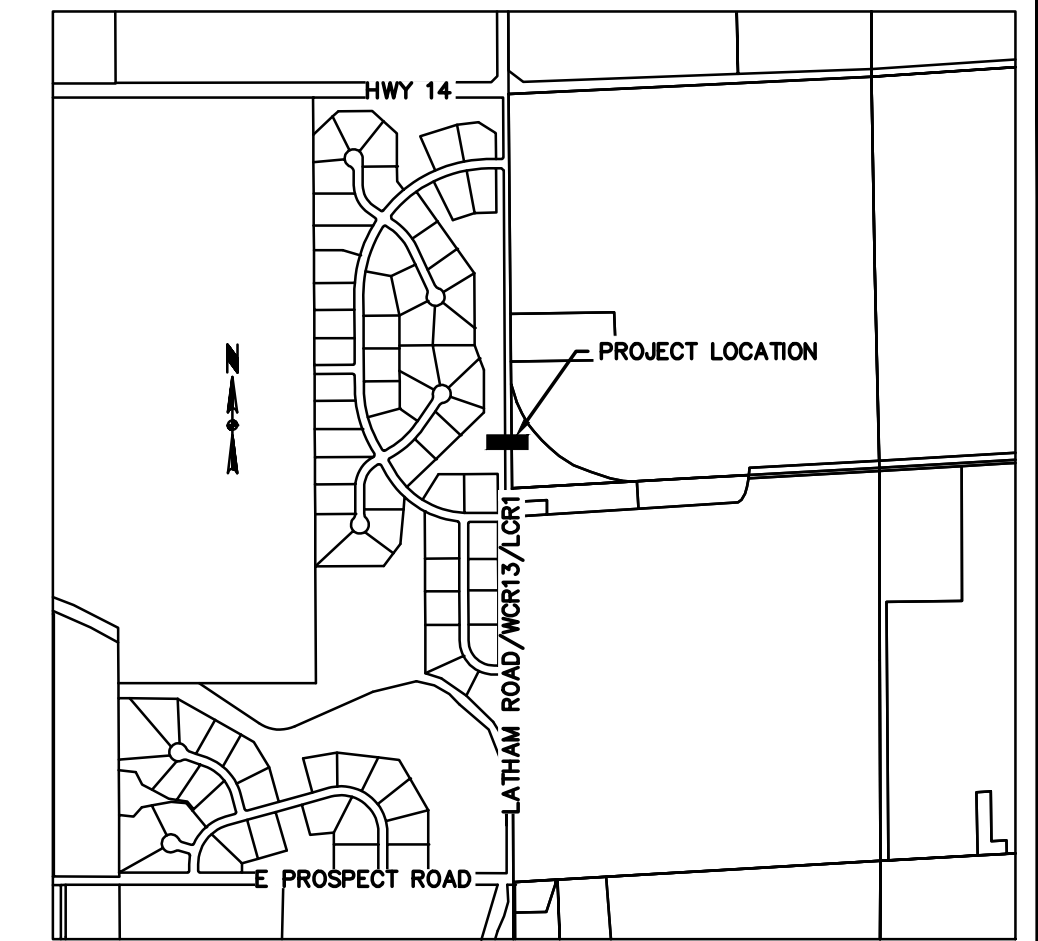
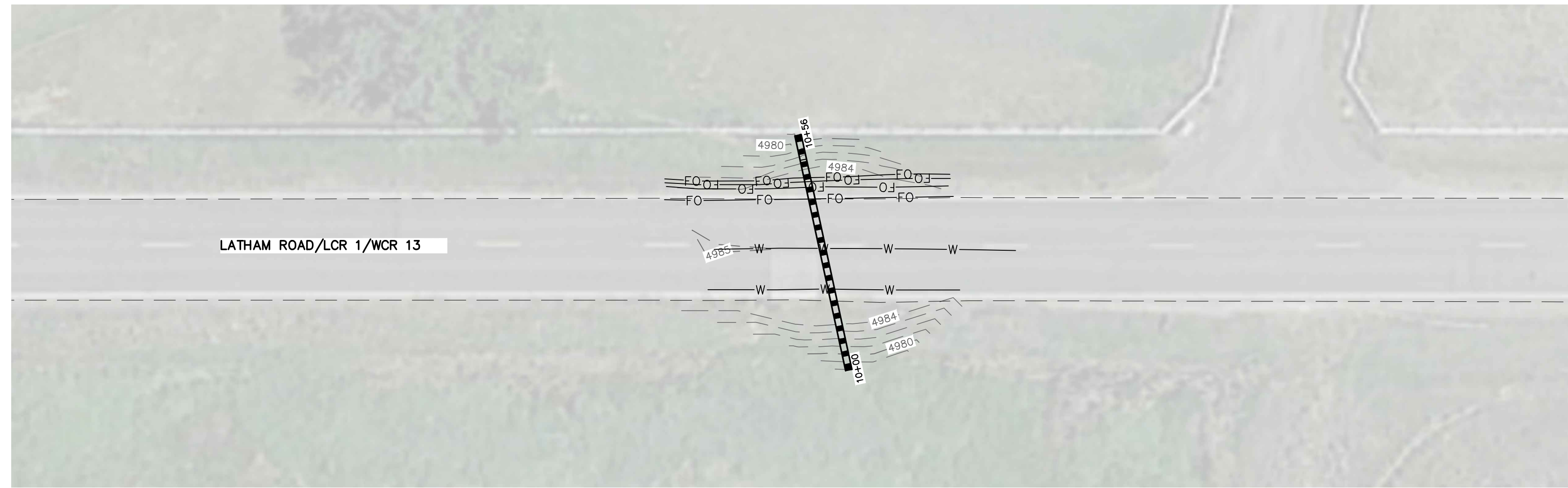
Greeley CO, 80634

BID SCHEDULE

Overland Ponds Larimer #2 Ditch Lateral Project Bid Schedule

Item	Description	Unit	Quantity	Unit Cost	Extension
1	Mobilization/Demobilization (Equip., Mobe & Demobe, Bond, Insurance)	LS	1	\$74,162.00	\$74,162.00
2	Outlet Structure, pipe and slide gate install and backfill	LS	1	\$39,431.73	\$39,431.73
3	Channel excavation, placement, tie-ins, and site grading	LS	1	\$36,227.38	\$36,227.38
4	ALT – Stop Logs and Stop Log Structure	LS	1	\$17,138.28	\$17,138.28
7	Force Account, as directed by the Owner (Minor Contract Changes)	FA	1	\$30,000	\$30,000
TOTAL BID (in US Dollars \$)					
\$196,959.39					
TOTAL BID (written out in words)					
one hundred ninety-six thousand nine hundred fifty-nine and thirty-nine hundredths					

Note: LS = Lump Sum
FA = Force Account



- NOTES:
- ALL MEASUREMENTS SHOWN WERE OBTAINED DURING POTHOLING OPERATIONS.
 - 4" NWCWD WATERLINE AT 5.6' TO TOP OF PIPE.
 - 36" NWCWD WATERLINE AT 4.3' TO TOP OF PIPE.
 - 18" CLAY CULVERT AT 6.3' TO TOP OF PIPE.

REVISIONS	DESCRIPTION
DATE	
BY	
DRAWN	JAZ
CHECKED	JAZ
DESIGNED	JAZ
FILENAME	0718_Storm P&P's

LATHAM/ LCR 1/WCR 13 CULVERT REPLACEMENT

EX. 18" CLAY CULVERT CONFLICTS



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

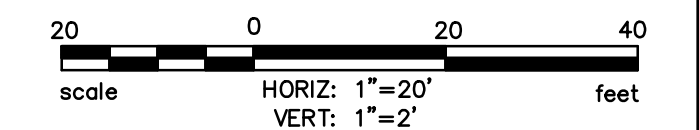
JOB NO. 0879.0718.00

SCALE 1" = 20'

DATE SEPTEMBER, 2022

SHEET

1 of 1



8. Action: Consider Approval of Ridge 5 Water Service Agreement First Amendment (enclosure, Privileged and Confidential)

9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) (e) & (f), C.R.S. related to Ridge 5 Water Service Agreement First Amendment, and Personnel Matters –



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

January 18, 2023

VIA EMAIL

City of Ft. Collins Planning and Zoning Commission
300 LaPorte Ave.
Fort Collins, CO 80521

RE: City of Fort Collins Proposed 1041 Regulations

Dear Commissioners:

On behalf of the Board of Directors of the North Weld County Water District (the “District”), this letter is to request a delay of at least 60 days by the Fort Collins Planning and Zoning Commission (the “Commission”) and the Fort Collins City Council (“City Council”) of the proposed 1041 regulations (the “Regulations”). Delaying consideration of the Regulations will allow stakeholders and agencies impacted by the Regulations to have adequate time to review and engage with Fort Collins staff regarding the impact of the Regulations. There is simply not enough time to do so in the timeline provided.

1041 regulations are intended to allow local governments to regulate areas and activities of statewide interest through enhanced review and permitting processes. Regulations of this nature have costly and far reaching impacts to property owners, developers, and essential service providers. The District believes the proposed Regulations are unnecessary and Fort Collins staff has also not been able to articulate the need for the 1041 regulations in the City. If the City intends to adopt 1041 regulations, which we understand it does, the Regulations should not be rushed to approval. Based on discussions with Fort Collins staff, we understand the timeline to consider and approve the Regulations is driven by the City Council. Accordingly, we want to be sure that the Commission and City Council understand that the District believes significant issues still exist in the Regulations and there is not enough time to allow for thoughtful consideration and discussion with Fort Collins staff.

The draft Regulations planned to be considered by the Commission at its January 25, 2023 meeting will only be made available to the public for review and comment at the same time it is delivered to the Commission. There will be no opportunity to review, understand, and comment on the Regulations, and there will be no opportunity for discussion with Fort Collins staff about possible improvements to the Regulations or the impacts of the policies and procedures included in the Regulations. Although there will be some time following consideration by the Commission before consideration by the City Council, we understand there will not be an opportunity for additional engagement with Fort Collins staff to recommend improvements. While discussions with Fort Collins staff have been helpful to understand the direction the City is going with the



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Regulations, until they can be reviewed in totality, there is no way to truly understand the impact they may have.

Based on what the District has been able to review and discussions with Fort Collins staff, the District believes the Regulations are being pushed forward too quickly, cast too wide of a net, and capture projects that should not be included in 1041 review, and ultimately will result in incomplete and problematic policies and procedures. The Regulations will delay essential utility projects and will be costly to essential service providers like the District. Delayed projects result in increased project costs and inhibit service providers' ability to provide essential services to their customers. Increased project costs are ultimately borne by rate payers and impact the affordability to live in northern Colorado.

The District does not believe these impacts are intended, but they surely will be felt by public service providers. The District desires to continue to work with Fort Collins staff to help develop 1041 regulations that meet the goals of City Council without unnecessarily impacting public service providers.

Sincerely,

NORTH WELD COUNTY WATER DISTRICT

Mr. Tad Stout
NWCWD Board President

**AMENDED AND RESTATED WATER EXCHANGE AND OPTION TO LEASE
AGREEMENT**

This Amended and Restated Agreement (“Agreement”) is made and entered into as of the ^{12th} day of December, 2022, by and between the North Weld County Water District, a political subdivision of the State of Colorado, (the “District”), and the Board of Governors of the Colorado State University System acting by and through Colorado State University (“CSU”).

RECITALS

WHEREAS, the District and CSU previously entered into that Water Exchange and Option to Lease Agreement, dated April 16, 2019 (“Original Agreement”);

WHEREAS, the District and CSU desire to modify and amend certain terms and conditions of the Original Agreement and enter into this Agreement, which supersedes the Original Agreement in its entirety;

WHEREAS, the District is the owner of various shares in the North Poudre Irrigation Company which shares are listed on **Exhibit A** hereto;

WHEREAS, as part of its ARDEC research facility, CSU owns and operates an irrigated farm located in Larimer County as generally shown on **Exhibit B** hereto (the “ARDEC Farm”);

WHEREAS, CSU owns 38 shares in the North Poudre Irrigation Company and owns certain Colorado-Big Thompson Project allotment contracts with the Northern Colorado Water Conservancy District (“C-BT Units”);

WHEREAS, North Poudre Irrigation Company shares are entitled to delivery from certain water rights decreed to the North Poudre Irrigation Company (hereinafter the “Ag Water”) and water attributable to certain C-BT Units owned by North Poudre Irrigation Company (hereinafter the “NPIC C-BT Water”);

WHEREAS, as part of its integrated operations, the District can take delivery of water from C-BT Units and treat the same for potable purposes for its customers;

WHEREAS, in order to continue fully irrigating and operating the ARDEC Farm, CSU desires to obtain additional Ag Water from the District;

WHEREAS, in order to meet the demand of its customers for potable water, the District desires to obtain additional water derived from C-BT Units; and

WHEREAS, the District and CSU recognize the C-BT Units and NPIC C-BT Water are available beginning November 1 each calendar year and ending October 31 the following calendar year, commonly known as the “Water Year”.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and CSU hereby agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from November 1, 2019 until October 31, 2024, unless terminated earlier in accordance with Paragraphs 7 or 9 below.
2. Renewal. This Agreement will automatically renew for 2 additional 5-year terms unless terminated in accordance with Paragraph 7 below. The parties agree to meet at least 2 years prior to the expiration of the final 5-year term to negotiate a further extension of this Agreement, which further extension, if any, will be by written amendment to this Agreement.
3. Water Trade. Prior to the end of each Water Year, CSU will transfer to the District the C-BT Units (up to 700 acre feet) no later than October 15 of each Water Year. The District will transfer to CSU a corresponding amount of Ag Water from its North Poudre Irrigation Company Shares listed in Exhibit A in the spring of the subsequent Water Year. The District's obligation to transfer Ag Water to CSU shall be limited to the actual yield of the Ag Water attributable to the North Poudre Irrigation Company Shares transferred in that Water Year.
4. Payment of Share Assessment and Rule 11 Fees. Each party agrees to continue to pay assessments levied by the North Poudre Irrigation Company and the Northern Colorado Water Conservancy District on the shares and C-BT Units they own. Northern Colorado Water Conservancy District has historically charged a fee for the transfer of the CSU C-BT Unit water from CSU to the District (hereinafter the "Rule 11 Fee"). The District shall pay in full the Rule 11 Fee charged by the Northern Colorado Water Conservancy District.
5. Lease of C-BT Unit Water. If CSU needs less than 700-acre feet of additional Ag Water at the ARDEC Farm in any given year, it agrees to give the District the option to lease the amount of C-BT Unit Water in excess of the amount provided by CSU to the District under paragraph 2 up to 700 acre feet at a lease rate to be agreed upon by CSU and the District pursuant to a written lease agreement.
6. Approval of Water Transfers. Each party shall be responsible for obtaining all necessary authorizations and approvals and shall take such steps as are reasonably required to affect the transfer of the water contemplated by this Agreement.
7. Termination. This Agreement may be terminated at any time by either party by providing written notice to the other party. Upon such notice, the obligations of the parties will cease on October 31 of the year following the year in which such notice was given.
8. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld for any reason.

9. Default; Remedies. A default shall be deemed to have occurred if either party breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the non-breaching party specifying the breach. Waiver of failure to give notice of a particular default or defaults shall not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it for a default, including specific performance and damages, the non-breaching party shall also have the right to cancel this Agreement by written notice of cancellation after the event of default as defined herein.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of the Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatsoever are made by any party to this Agreement except as specifically set forth in this Agreement or in an instrument delivered pursuant to this Agreement.
11. Full Authority. The undersigned represent that they have full authority to enter this Agreement on behalf of the respective Parties.
12. Enforcement. This Agreement shall be construed and governed in accordance with the laws of the State of Colorado.
13. Recording. This Agreement shall be recorded by the District in the real property records for Larimer County.
14. Force Majeure. The parties shall have no liability for failure of the water to be delivered to the other party due to causes or events beyond each party's control and without the fault or negligence of the party including, but without limitation, acts of the Northern Colorado Water Conservancy District or North Poudre Irrigation Company beyond the control of the parties, failure of any corresponding facilities used to deliver the water, acts of God, sudden acts of the elements such as floods, earthquakes, severe cold or hot weather or snow, sabotage, vandalism, terrorism, war, fire, explosion and actions of any local, State or Federal authority. In such event, the parties will use their reasonable efforts to overcome the effects of the force majeure, mitigate the effect of any delay occasioned by such event, and ensure resumption of normal performance of this Agreement as soon as reasonably practicable.
15. Paragraph Headings. The headings of the paragraphs of the Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision herein.
16. Payments and Notices. Any payments and notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by the United States certified mail, postage prepaid, or by hand delivery, directed to the following addresses:

CSU: CSU Real Estate Services
2537 Research Blvd, Suite 200
Fort Collins, CO 80526


With copy to:
Colorado State University System
Office of the General Counsel
Campus Delivery 0006
Fort Collins, CO 80523-0006

DISTRICT: North Weld County Water District
33247 Highway 85
Lucerne, CO 80646

Any such notices shall be deemed to be effective on the earlier of the date of its actual receipt or the third day after the same is deposited with the United States Postal Service. Either party, by notice given as provided above, may change the address to which future notices are to be sent.

Executed as of the date first above written.

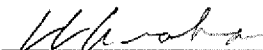
BOARD OF GOVERNORS OF THE COLORADO
STATE UNIVERSITY SYSTEM acting by and
through COLORADO STATE UNIVERSITY.



By: Brendan Harlan
Vice President for University Operations

Date: 1-11-2023

Legal Review:
Office of the General Counsel

By: 

Lori Graham-West
Associate General Counsel

Date: 1-9-23

Exhibit A
North Weld County Water District
North Poudre Irrigation Company Stock Ownership
 Current as of March 5, 2019

<u>Date Acquired</u>	<u>Certificate</u>	<u>Shares</u>	<u>Date Acquired</u>	<u>Certificate</u>	<u>Shares</u>
12/28/2018	12551	1.0	10/11/2003	10982	1.0
04/10/2018	12471	1.0	10/04/2003	10987	1.0
02/27/2018	12458	1.0	06/11/2003	10971	1.0
01/18/2018	12448	4.0	05/10/2003	10954	1.0
01/18/2018	12448	2.0	05/07/2003	10911	4.0
12/21/2017	12445	2.0	03/28/2003	10375	2.0
09/16/2017	12429	4.0	10/09/2003	10319	1.0
04/17/2017	12407	10.0	12/22/1999	10153	4.0
05/26/2017	12404	2.0	06/24/1998	10138	1.0
04/11/2017	12394	2.0	06/18/1998	10134	14.0
03/25/2017	12379	10.0	07/15/1998	10064	2.0
09/30/2016	12350	4.0	11/27/1998	10017	8.0
06/01/2016	12308	3.5	11/13/1998	10008	3.0
03/15/2016	12304	2.0	06/21/1998	9948	9.0
02/10/2016	12247	3.0	07/19/1998	9924	4.0
11/17/2015	12208	5.0	11/08/1998	9811	11.0
10/23/2015	12208	1.0	11/15/1995	9565	1.0
10/23/2015	12208	4.0	01/05/1995	9487	15.0
05/08/2015	12158	2.0	11/01/1994	9458	8.0
06/11/2014	12082	11.0	06/15/1994	9444	9.0
06/30/2013	12003	1.0	07/19/1994	9418	2.0
03/19/2013	11997	1.0	01/24/1992	9377	3.0
12/16/2013	11996	1.0	05/10/1991	8965	13.0
12/27/2012	11945	5.5	06/13/1990	8933	5.0
10/06/2012	11917	2.0	06/07/1990	8921	15.0
04/05/2012	11877	3.0	06/25/1990	8871	15.0
11/23/2008	11741	0.5	11/30/1990	8812	0.5
11/06/2008	11738	8.0	12/14/1990	8798	0.5
04/30/2008	11697	42.0	06/02/1990	8782	1.0
03/02/2008	11694	2.0	02/18/1990	8778	1.0
12/06/2008	11678	8.0	04/14/1990	8694	1.0
06/21/2008	11575	2.0	03/17/1990	8555	3.0
06/07/2008	11519	2.0	12/19/1987	8327	5.0
03/24/2008	11504	1.0	10/27/1988	8284	1.0
03/24/2008	11504	1.0	06/30/1989	8027	10.0
03/23/2008	11498	1.0	03/29/1982	7789	20.0
01/16/2008	11438	5.0	03/06/1982	7779	50.0
03/14/2005	11127	1.0	04/23/1983	7624	35.0
10/03/2009	11059	1.0	12/05/1983	7482	120.0
09/27/2009	11059	2.0	12/06/1983	7488	40.0
06/26/2009	11042	1.0	06/21/1978	7421	28.5
06/15/2009	11032	1.0	06/20/1979	7385	57.0
07/18/2009	11021	10.0	05/31/1979	7369	10.0
01/22/2009	10829	9.0	12/13/1978	7311	10.0
01/22/2009	10827	5.0	06/21/1978	7270	38.0
12/23/2002	10814	5.0	06/07/1978	6998	4.0
10/16/2002	10809	17.0	03/14/1975	6819	2.0
09/04/2002	10801	1.5	04/13/1974	6719	4.0
03/26/2002	10798	5.0			
03/06/2002	10754	1.0			
05/21/2001	10571	4.0			
03/30/2001	10523	5.0			
01/23/2001	10454	3.0			
01/12/2001	10432	10.0			
12/16/2000	10438	1.0			
10/24/2000	10366	1.0			
			Total Ownership		835.5

EXHIBIT B
ARDEC FARM

