

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, September 12, 2022, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

THE BOARD MEETING WILL BE OPEN TO THE PUBLIC 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 September 12, 2022, 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 August 8, 2022, Regular Meeting**
 - b. **Minutes from August 29, 2022, Special Meeting**
 - c. **Approve Unaudited Financials for July 2022 and August 2022**
 - d. **Approve Invoices through September 12, 2022**
 - e. **Anderson Easement – Eaton Pipeline**
 - f. **Ditesco Service Agreement – CMAR Management NEWT III**
 - g. **Stantec Regional Master Plan Scope and Fees**
 - h. **BPCCC Variance Request - Mrs. Isbell**
 - i. **Western Plains Aviation Meter Abandon Premise 1803**
 - j. **Crossing Agreement New Cache La Poudre Irrigation Co.**
6. **Presentation: Colorado River Presentation from Northern Colorado Water Conservancy District**
7. **Action: Consider Approval Purchase and Sale Agreement for Recharge Site Longs Peak Dairy LLC. (enclosure)**
8. **Action: Consider Acquisition of 31 Units C-BT (Privileged and Confidential enclosure)**
9. **Action: Consider Approval of Letter of Intent to Purchase 2 ¼ Shares of Water Supply and Storage Company (Privileged and Confidential enclosure)**

10. Action: Review Bids for Contractor Selection for Capital Improvement Projects (enclosure)

- a. Consider Approval of Bid and Award of Construction Agreement for Eaton Pipeline Project Phase 2 Bid
- b. Consider Approval of Bid and Award of Construction Agreement for County Road 74/33 Project Bid

11. Water Tap Sales Matters:

- a. Update re Tap Sales

12. 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), C.R.S. related to Water Acquisition and Matters Related to City of Fort Collins 1041 Process

13. District Manager's Report:

- a. Mill Levy Status Update
- b. Bond Sale Update
- c. Tank 7 Site Purchased
- d. Tank 1 B Update
- e. City of Fort Collins 1041 Update

14. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 8th day of August, 2022, at 8:30 A.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
Ron Buxman, Treasurer
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; Jason Simmons, Hilltop Securities, George Oamek, Headwater Corp; Kim Newcomer, Slate Communications; Scott Holwick, Lyons Gaddis, Special Water Counsel; Richard Raines, Water Resources; Jamie Cotter, Spencer Fane, Special Counsel (for a portion of the meeting); and Members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:35 A.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. Mr. Stout reminded the Board about his prior serves on the Board of the Town of Severance and advised the Board that he would abstain from all matters related to the Town of Severance.

Director Pettinger disclosed a conflict of interest with respect to Consent Agenda Item 5H and indicated he would abstain. 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. Buxman, seconded by Mr. Cockroft, the Board unanimously approved the agenda as amended to include a discussion by the Manager about Tank 1B.

PUBLIC COMMENT

Mr. Casey DeHaan addressed the Board regarding recent changes in District policies and to clear up misconceptions about input from dairies about new rate structures. Mr. DeHaan presented to the Board information about water usage and costs.

Mr. Todd Bean addresses the Board about water rate structures and historical use of surcharge fees.

CONSENT AGENDA MATTERS

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

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

- a. Minutes from July 11, 2022, Regular Meeting
- b. Minutes from July 26, 2022 Special Meeting
- c. Approve Invoices through August 8, 2022
- d. Larimer & Weld Ditch Crossing Agreements – Eaton Pipeline
- e. Anderson Easement Acquisition – Eaton Pipeline
- f. NEWT III – Scope of Work for Professional Services Ditesco Engineering
- g. Bond Fee Disclosure Letter from White Bear Ankele Tanaka & Waldron
- i. Stantec SCWTP 65 MGD Treatment Study

Upon motion of Mr. Cockroft, seconded by Mr. Buxman, the Board approved the following, with Director Pettinger Abstaining:

- h. Matthew Pettinger Tap Relocation – Line Extension

BOND ISSUANCE

Update re Bond Issuance Rating Agency Presentation

Mr. Simmons and Mr. Reckentine presented the results of the Rating Agency Presentation and informed the Board that the District received an AA rating.

Mr. Simmons updated the Board regarding the remaining timeline to sell and close the bonds should the Board approve the transaction. He indicated the Offering Statement would be posted on August 9 with a competitive sale scheduled for August 17. Closing is scheduled to occur on August 31.

Consider Adoption of a Resolution Authorizing the Issuance and Sale of its Water Enterprise Revenue Bonds, Series 2022 in the estimated aggregate principal amount of up to \$38,000,000 (which amount is subject to increase or decrease as determined by the Board, or as otherwise permitted by such resolution), authorizing the use of the Preliminary Offering Statement, and approving a Paying Agent Agreement, Continuing Disclosure Certificate, and other related documents.

Mr. Simmons presented the Resolution Authorizing the Issuance and Sale of Water Enterprise Bonds, Series 2022 and discussed the authorizations made under the Resolution. The Board discussed the parameters for sale of the bonds included in the Resolution. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Buxman, the Board unanimously adopted the Resolution Authorizing the Issuance and Sale of its Water Enterprise Revenue Bonds, Series, 2022 in the aggregate principal amount of up to \$38,000,000, and authorized the execution of such documents as may be necessary to effectuate the issuance and sale of the Bonds.

Consider Approval of Cost of Service Study

Mill Levy and Mill Levy Survey

Rate of Return

Mr. Oamek presented the draft Cost of Service Study results included in the meeting packet and discussed different revenue scenarios the Board may consider, including mill levy, water rate increase, or a combination thereof. Ms. Newcomber discussed with the Board the process for polling the public regarding the imposition of a mill levy to offset costs. Following discussion, upon a motion of Mr. Cockroft, Seconded by Mr. Buxman, the Board accepted the draft Cost of Service Study and authorized Mr. Reckentine to begin discussing the Cost of Service Study with municipal customers. It is anticipated that the Cost of Service Study will be formally approved once it is discussed with municipal customers.

November 2022 Election

Discussion re Coordination of Election with Larimer and Weld County

Mr. White discussed with the Board the opportunity to coordinate the election with Weld and Larimer Counties, or to conduct an independent mail ballot election on its own. The Board discussed the pros and cons of the two options and was in favor of coordination with the two counties. Ms. Newcomber discussed with the Board the timing to receive polling results, and the Board determined to schedule a meeting for August 29, 2022 to review the results and make a final determination about whether to

proceed with the November 2022 election. The Board directed polling regarding 5 mills.

Consider Approval of Intergovernmental Agreement for Conduct of Coordinated Elections with The Board of County Commissioners of Weld County

Mr. White presented an Intergovernmental Agreement for Conduct of Coordinated Elections with Weld County. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Buxman, the Board approved the IGA with Weld County subject to the Board calling the November 2022 election at the August 29, 2022 special meeting.

Consider Approval of Intergovernmental Agreement for 2022 General Election with Larimer County Clerk and Recorder

Mr. White presented an Intergovernmental Agreement for 2022 General Election with Larimer County. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Buxman, the Board approved the IGA with Larimer County subject to the Board calling the November 2022 election at the August 29, 2022 special meeting.

WATER TAP SALE MATTERS

Update Regarding Water Taps

Mr. Reckentine noted that to date 110 taps have been sold year-to-date, and tap sales are slowing down.

Update Regarding Town of Severance Meeting

Mr. Reckentine updated the Board regarding a meeting that occurred with two members of the Severance Board, and two members of the District Board. The two boards expressed a desire work cooperatively.

Consider Town of Severance Retail Rate Adjustment

Mr. Reckentine reminded the Board about provisions of the Water Service Agreement with the Town of Severance (the “Town”) that requires a certain amount of water storage by the Town. If the Town does not have adequate water storage, the District can remove the Town’s wholesale discount.

Town of Severance Mayor Fries addressed the Board and indicated the Town’s willingness to play by the rules of the water service agreement and accept the adjusted retail rate. He asked the Board to defer payment of the increased rate until January 1, 2023 to allow the Town to properly budget for the increased rate, said otherwise, the Town is willing to pay five months of increased rate amount in a lump sum in January 1, 2023.

The Board discussed the request from Mayor Fries and expressed a desire to treat all customers the same. The Board considered whether they would allow individual commercial customers to defer payment of rates or surcharges.

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board voted to increase the Town's retail rate by 25%, effective immediately.

Mr. Stout recused himself from the room and abstained from discussions regarding the Town.

Overland Ponds Storage Reservoir

Consider Approval of Larimer # 2 Carriage Agreement

Mr. Reckentine and Mr. Raines presented to the Board the Larimer #2 Carriage Agreement. Following discussion, upon a motion by Mr. Cockroft, Seconded by Mr. Cook, the Board approved the Larimer #2 Carriage Agreement.

Consider Approval of Intergovernmental Agreement with City of Greeley for Annual Maintenance Cost Sharing

Mr. Reckentine presented to the Board the ICA with the City of Greeley for Annual Maintenance Cost Sharing. Following discussion, upon a motion by Mr. Cockroft, Seconded by Mr. Cook, the Board approved the IGA with the City of Greeley.

Update Saddler Ridge PUD

Ms. Cotter joined the meeting to advise the Board regarding the status of the Saddler Ridge PUD.

Executive Session pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Saddler Ridge PUD

Upon motion of Mr. Cockroft, seconded by Mr. Buxman, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session for the purpose of receiving legal advice related to the Saddler Ridge PUD pursuant to §§ 24-6-402(4)(b) and (e), C.R.S.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of the District's attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

Also pursuant to § 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

Mr. White recused himself from discussion due to a conflict of interest related to the Saddler Ridge PUD. Ms. Cotter advised the Board.

Following discussion, the Board reconvened in regular session. No action was taken.

DISTRICT MANAGER'S

REPORT

- a. Colorado River Report – Northern Water Presentation Mr. Reckentine reported that Northern Water will be invited to come speak to the Board regarding the Colorado River Report
- b. Eaton Pipeline Project Phase 2 Bid – Bids August 23 Mr. Reckentine reported to the Board that the project is out for bid.
- c. County Road 74/35 Project Bid Mr. Reckentine reported that the project is out for bid.
- d. SDA Conference and Dinner Mr. Reckentine reminded the Board about the upcoming SDA conference and those directors who wish to attend will work with Mr. Reckentine make reservations.
- e. BPC Extension Letters Mr. Reckentine advised the Board that the CDPHE is not expected to grant extension letters.
- f. Wildwing non-potable
i. Cross connections
ii. Raw water Mr. Reckentine updated the Board regarding illegal cross connections that have been discovered and letters regarding these connections have been sent.
- g. Tank 1B leak Mr. Reckentine advised the Board that there is a leak in Tank 1B and staff is looking for the cause. Once the cause is determined, a plan to address the leak will be formulated.

OTHER BUSINESS

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

Attorney Statement
Regarding Privileged Attorney-Client Communication

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that in my capacity as the attorney representing the North Weld County Water District (the “District”), I attended the Executive Session on July 13, 2022, for the sole purposes of conferencing with the District’s Board of Directors for the purpose of giving legal advice on specific legal questions and discussing negotiations with third parties as authorized by §§ 24-6-402(4)(b) and (e), C.R.S. I further attest that it is my opinion that all or a portion of the executive session discussion constituted attorney-client privileged communication as provided by § 24-6-402(4)(b), C.R.S., and based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.
WHITE BEAR ANKELE TANAKA & WALDRON
General Counsel to the District

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

Held: Monday, the 29th day of August, 2022, at 8:30 A.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
Ron Buxman, Treasurer
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; Kim Newcomer, Slate Communications; Ryan Winger, Magellan Strategies.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:35 A.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. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the agenda.

PUBLIC COMMENT

None

Presentation: Mill Levy Ballot Initiative Survey Results, Magellan

Mr. Winger reported to the Board regarding the results of polling customers regarding the District, the Board’s use of funds, water rates, and a proposed mill levy. The results of the polling was better than expected. Mr. Winger recommended engaging in an education campaign before going to an election to ask for approval to impose a mill levy. Mr. Reckentine recommended proceeding with the election, and to continue trying until the mill levy is approved.

The Board discussed the results of the polling and the difficult financial decisions the Board has to make. The Board expressed concern that it will need to raise water rates in the near future but does not want to do so if it has not given the public the opportunity to approve a mill levy to offset water rate increases.

The Board discussed with Mr. Winger and Ms. Newcomer any down side to holding repeated elections.

Consider Adoption of Resolution No. 20220829-01: Resolution of the Board of Directors Calling Election

Following discussion, upon a motion by Mr. Buxman, Seconded by Mr. Cockroft, the Board adopted Resolution No. 20220829-01 Calling Election.

Consider Adoption of Resolution No. 20220829-02: Resolution of the Board of Directors Submitting a Ballot Title Regarding Operation, Administration and Maintenance – Ad Valorem Taxes

Following discussion, upon a motion by Mr. Buxman, Seconded by Mr. Cockroft, the Board adopted Resolution No. 20220829-02 re Submitting a Ballot Title Regarding Operation, Administration and Maintenance – Ad Valorem Taxes.

OTHER BUSINESS

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
INCOME STATEMENT
DETAIL
FOR THE SEVEN MONTHS ENDING JULY 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,357,555.85	\$ 7,301,356.84	\$ 11,484,447.00	4,183,090.16	63.58
3111 - WATER ALLOC SURCHARGE	577,692.00	2,572,634.00	2,625,016.00	52,382.00	98.00
3112 - PLANT INVEST SURCHARGE	415,453.10	2,002,049.00	2,132,826.00	130,777.00	93.87
3113 - ADJUSTMENTS	(5,962.98)	(16,693.69)	(20,000.00)	(3,306.31)	83.47
3140 - CONST METER USAGE	9,893.43	161,205.45	205,000.00	43,794.55	78.64
3141 - CONSTR METER RENTAL	830.00	6,475.00	5,500.00	(975.00)	117.73
3142 - CONSTRUCT METER REPAIR	0.00	10,587.07	550.00	(10,037.07)	1,924.92
OPERATING	2,355,461.40	12,037,613.67	16,433,339.00	4,395,725.33	73.25
3210 INTEREST-COTRUST-GENERAL	26,477.98	60,211.91	130,384.00	70,172.09	46.18
3220 - PORT PARTONAGE AGFINITY	376.71	393.59	812.00	418.41	48.47
NON OPERATING	26,854.69	60,605.50	131,196.00	70,590.50	46.19
3310 - TAP (PI) FEES	1,359,050.00	2,271,400.00	1,000,000.00	(1,271,400.00)	227.14
3311 - DISTANCE FEES	159,750.00	281,700.00	173,189.00	(108,511.00)	162.65
3312 - WATER (ALLOCATION) FEE	93,750.00	2,117,250.00	300,000.00	(1,817,250.00)	705.75
3314 - INSTALLATION FEES	5,550.00	666,007.45	324,730.00	(341,277.45)	205.10
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	0.00	(56,791.85)	150,000.00	206,791.85	(37.86)
3320 - NON-POTABLE TAP FEE	8,000.00	107,000.00	48,709.00	(58,291.00)	219.67
3321 - NON-POTABLE INSTALL	3,700.00	59,927.00	21,649.00	(38,278.00)	276.81
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	0.00	(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	1,629,800.00	5,442,242.60	2,157,792.00	(3,284,450.60)	252.21
3410 - WATER RENTAL	36,144.00	36,144.00	17,850.00	(18,294.00)	202.49
3415 - WSSC RETURN FLOW RENTAL	0.00	1,574.00	0.00	(1,574.00)	0.00
AG WATER	36,144.00	37,718.00	17,850.00	(19,868.00)	211.31
3500 - MISCELLANEOUS	0.00	34,568.92	0.00	(34,568.92)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	750.00	7,000.00	5,412.00	(1,588.00)	129.34
3530 - RISE TOWER RENT	300.00	2,100.00	7,902.00	5,802.00	26.58
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	1,050.00	43,668.92	34,963.00	(8,705.92)	124.90
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
FARM INCOME	0.00	0.00	73,414.00	73,414.00	0.00
3700 - BOND PROCEEDS	0.00	0.00	38,000,000.00	38,000,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SEVEN MONTHS ENDING JULY 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEBT PROCEEDS	0.00	0.00	(38,000,000.00)	(38,000,000.00)	0.00
TOTAL REVENUES	4,049,310.09	17,621,848.69	56,848,554.00	39,226,705.31	31.00
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	1,240,065.24	2,536,484.52	1,296,419.28	48.89
4120 - RENTAL WATER	0.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	0.00	560,312.22	1,443,962.24	883,650.02	38.80
4160 - RULE 11 FEES	0.00	27,200.00	63,765.00	36,565.00	42.66
4170 - WATER QUALITY - TESTING	2,735.50	7,776.50	6,072.44	(1,704.06)	128.06
4175 - BACKFLOW SURVEYING	697.31	4,506.96	0.00	(4,506.96)	0.00
WATER	(3,432.81)	(1,847,810.92)	(4,145,254.63)	(2,297,443.71)	44.58
4210 - SALARIES, FIELD	136,607.19	646,650.39	1,056,784.98	410,134.59	61.19
4220 - SALARIES, ENGINEERING	13,439.10	62,830.69	225,284.46	162,453.77	27.89
4240 - INSURANCE HEALTH	14,575.05	122,319.25	188,752.00	66,432.75	64.80
4250 - RETIREMENT	9,527.49	45,898.23	82,256.14	36,357.91	55.80
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	307.09	3,701.95	6,500.00	2,798.05	56.95
4280 - MISCELLANEOUS	0.00	0.00	1,103.81	1,103.81	0.00
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(174,455.92)	(881,400.51)	(1,571,940.29)	(690,539.78)	56.07
4410 - FIELD	4,868.49	34,871.36	0.00	(34,871.36)	0.00
4411 - UNCC LOCATES	893.10	7,783.10	15,197.35	7,414.25	51.21
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	0.00	6,960.15	0.00	(6,960.15)	0.00
4415 - WATER LINES (REPAIRS)	14,996.70	139,866.35	50,000.00	(89,866.35)	279.73
4416 - APPURTENANCE(REPAIR)	276.58	11,942.39	0.00	(11,942.39)	0.00
4417 - METER SETTING	205.10	79,719.06	108,243.00	28,523.94	73.65
4418 - MASTER METERS	0.00	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	24,600.00	110,100.56	0.00	(110,100.56)	0.00
4420 - STORAGE TANKS (O & M)	950.00	69,439.22	22,500.00	(46,939.22)	308.62
4430 - PUMP STATIONS (O & M)	(31,216.69)	22,817.52	10,612.08	(12,205.44)	215.01
4435 - CHLORINE STATION	0.00	4,762.94	5,306.04	543.10	89.76
4440 - EQUIPMENT	3,763.36	65,620.50	42,335.83	(23,284.67)	155.00
4445 - SCADA EQUIPMENT	10,960.30	14,658.70	5,412.16	(9,246.54)	270.85
4446 - LOCATING EQUIPMENT	0.00	1,795.90	5,412.16	3,616.26	33.18
4447 - GPS EQUIPMENT	0.00	3,912.41	25,978.37	22,065.96	15.06
4450 - SHOP/YARD	3,625.26	17,460.96	27,060.80	9,599.84	64.52
4460 - VEHICLES	10,463.85	75,329.60	100,000.00	24,670.40	75.33
4470 - SAFETY	704.93	6,542.02	65,000.00	58,457.98	10.06
4480 - CONTROL VAULTS	0.00	602.42	28,652.62	28,050.20	2.10
4490 - MAPPING EXPENSE	5,455.50	15,312.50	39,184.04	23,871.54	39.08

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SEVEN MONTHS ENDING JULY 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
OPERATION & MAINTENANCE	(50,546.48)	(704,286.86)	(718,367.93)	(14,081.07)	98.04
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	15,107.36	86,670.83	0.00	(86,670.83)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	3,647.14	18,815.88	170,000.00	151,184.12	11.07
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	(18,754.50)	(105,486.71)	(313,000.00)	(207,513.29)	33.70
4700 - COMMUNICATIONS	125.26	751.36	50,000.00	49,248.64	1.50
COMMUNICATIONS	(125.26)	(751.36)	(50,000.00)	(49,248.64)	1.50
4810 - GENERAL	4,178.42	28,935.92	40,738.42	11,802.50	71.03
4820 - AUTO	1,374.75	9,623.25	7,347.55	(2,275.70)	130.97
4830 - WORKER'S COMP	3,615.50	33,982.50	34,374.80	392.30	98.86
INSURANCE	(9,168.67)	(72,541.67)	(82,460.77)	(9,919.10)	87.97
4930 - BAD DEBT EXPENSE	0.00	113,406.00	3,714.23	(109,691.77)	3,053.28
MISCELLANEOUS	0.00	(113,406.00)	(3,714.23)	109,691.77	3,053.28
TOTAL OPERATING EXPENSES	256,483.64	3,725,684.03	7,134,737.85	3,409,053.82	52.22
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	82,408.29	331,171.55	511,192.34	180,020.79	64.78
5150 - DIRECTORS' FEES	0.00	400.00	0.00	(400.00)	0.00
SALARIES	82,408.29	331,571.55	511,192.34	179,620.79	64.86
5210 - FICA	17,634.82	78,346.62	102,831.06	24,484.44	76.19
5220 - UNEMPLOYMENT	957.77	2,475.48	4,870.94	2,395.46	50.82
PAYROLL TAXES	18,592.59	80,822.10	107,702.00	26,879.90	75.04
5310 - ADMIN HEALTH INSURANCE	4,974.71	35,472.99	49,358.91	13,885.92	71.87
HEALTH INSURANCE	4,974.71	35,472.99	49,358.91	13,885.92	71.87
5400 - OFFICE UTILITIES	247.36	1,938.95	0.00	(1,938.95)	0.00
5401 - ELECTRICITY	706.54	4,275.06	27,060.80	22,785.74	15.80
5402 - PROPANE	0.00	8,143.86	0.00	(8,143.86)	0.00
5403 - TELEPHONE	1,949.83	13,656.91	21,648.64	7,991.73	63.08

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SEVEN MONTHS ENDING JULY 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5404 - CELL PHONE SERVICE	1,540.66	9,321.07	0.00	(9,321.07)	0.00
5405 - CELL PHONE ACCESSORIES	56.76	84.52	2,706.08	2,621.56	3.12
5406 - OFFICE CLEANING SERVICE	1,700.00	10,540.00	0.00	(10,540.00)	0.00
5409 - SECURITY CAMERAS	2,725.81	2,725.81	0.00	(2,725.81)	0.00
5410 - OFFICE EQUIPMENT	0.00	1,886.53	0.00	(1,886.53)	0.00
5412 - PRINTERS	170.31	2,608.17	0.00	(2,608.17)	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	5,585.96	37,600.25	64,945.93	27,345.68	57.89
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	3,212.50	5,412.16	2,199.66	59.36
5444 - LICENSES (ANNUAL)	0.00	23,979.54	27,060.80	3,081.26	88.61
5445 - SENSUS METER SUPPORT	0.00	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	14,683.23	122,024.17	359,367.46	237,343.29	33.96
5510 - OFFICE EXPENSES	16,654.01	106,415.76	171,673.74	65,257.98	61.99
5520 - POSTAGE	0.00	916.18	3,247.30	2,331.12	28.21
5530 - BANK / CREDIT CARD FEES	3,820.32	22,296.26	5,412.16	(16,884.10)	411.97
5540 - BUILDING MAINTENANCE	13,289.30	16,230.89	1,082.43	(15,148.46)	1,499.49
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
5580 - DUES & REGISTRATION	2,500.00	3,907.50	3,247.30	(660.20)	120.33
5590 - TRAINING	150.00	1,809.39	8,659.46	6,850.07	20.89
OFFICE EXPENSE	36,413.63	151,575.98	196,569.69	44,993.71	77.11
5610 - LEGAL	24,672.12	249,518.02	350,000.00	100,481.98	71.29
5620 - ACCOUNTING	7,900.00	28,325.00	26,010.00	(2,315.00)	108.90
5625 - EASEMENT FEES	0.00	665.00	0.00	(665.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	0.00	2,409.26	0.00	(2,409.26)	0.00
5650 - CONSULTANT FEES	7,790.00	42,652.93	200,000.00	157,347.07	21.33
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5670 - APPRAISALS	0.00	2,015.00	0.00	(2,015.00)	0.00
5680 - LAND ACQUISITION	9,793.60	82,691.72	0.00	(82,691.72)	0.00
PROFESSIONAL FEES	50,155.72	408,334.93	584,853.40	176,518.47	69.82
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	5,586.60	69,758.25	0.00	(69,758.25)	0.00
MISCELLANEOUS	5,586.60	69,758.25	7,577.03	(62,181.22)	920.65
TOTAL ADMINISTRATIVE EXPENSE	212,814.77	1,199,559.97	1,816,620.83	617,060.86	66.03
CAPITAL IMPROVEMENTS					
SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SEVEN MONTHS ENDING JULY 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
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
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
6410 - VEHICLES	0.00	39,616.17	6,410.00	(33,206.17)	618.04
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	24,198.75	110,872.30	90,000.00	(20,872.30)	123.19
EQUIPMENT	24,198.75	150,488.47	109,260.00	(41,228.47)	137.73
6505 - ENGINEERING	0.00	745,608.66	0.00	(745,608.66)	0.00
6510 - WATER LINES	27,550.95	142,287.62	13,550,000.00	13,407,712.38	1.05
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	0.00	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	0.00	1,650.00	0.00	(1,650.00)	0.00
SYSTEM	27,550.95	894,485.87	14,426,440.00	13,531,954.13	6.20
6610 - WATER RESOURCE MANAGER	0.00	19,062.83	0.00	(19,062.83)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	5,023.75	60,844.59	600,000.00	539,155.41	10.14
6640 - STORAGE	10,179.01	60,864.67	0.00	(60,864.67)	0.00
WATER RIGHTS	15,202.76	140,772.09	6,000,000.00	5,859,227.91	2.35
6710 - EASEMENTS	0.00	18,982.86	75,000.00	56,017.14	25.31
6720 - LAND	0.00	41,343.00	100,000.00	58,657.00	41.34
6730 - SURVEYING	2,462.00	96,216.87	5,000.00	(91,216.87)	1,924.34
LAND/EASEMENTS	2,462.00	156,542.73	180,000.00	23,457.27	86.97
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	69,414.46	1,342,289.16	26,615,700.00	25,273,410.84	5.04
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SEVEN MONTHS ENDING JULY 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	69,675.00	1,530,000.00	1,460,325.00	4.55
7292 - TRANSFER TO ENTERPRISE	0.00	38,812.50	0.00	(38,812.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
PRINCIPLE	0.00	387,787.50	3,238,288.00	2,850,500.50	11.98
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	(387,787.50)	(3,238,288.00)	(2,850,500.50)	11.98
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	4,050,090.09	17,622,628.69	56,848,554.00	39,225,925.31	31.00
TOTAL EXPENSES	538,712.87	6,655,320.66	38,805,346.68	32,150,026.02	17.15
PROFIT/LOSS	3,511,377.22	10,967,308.03	18,043,207.32	7,075,899.29	60.78

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

July 31, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	6,570,459.07
1015 - COLO TRUST - GENERAL		22,808,795.03
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,152,005.96
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)		2,536,925.92
1105 - AR CONSTRUCTION METERS		44,248.54
1116 - ACCOUNTS RECEIVABLE		9,094.70
1230 - PREPAID INSURANCE		45,843.33
1300 - INVENTORY		1,688,603.20

Total Current Assets

36,121,739.00

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

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

Total Other Assets

23,060,786.70

Total Assets

\$ 209,891,635.21

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	114,189.87
2216 - CONST MTR DEPOSITS		109,000.00
2230 - ACCRUED WAGES		61,575.66

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
July 31, 2022

2231 - ACCRUED COMP ABSENCES	130,587.76	
2232 - ACCRUED INTEREST	129,262.50	
	<hr/>	
Total Current Liabilities		544,615.79
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	
	<hr/>	
Total Long-Term Liabilities		23,696,212.00
		<hr/>
Total Liabilities		24,240,827.79
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	10,967,308.03	
	<hr/>	
Total Capital		185,650,807.42
		<hr/>
Total Liabilities & Capital	\$	<u>209,891,635.21</u>

NORTH WELD COUNTY WATER DISTRICT
General Journal
For the Period From Jul 1, 2022 to Jul 31, 2022

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
7/1/22	1014 1100	CC0701	A/R Credit Card Payment Metered Sales - Credit Card Paymen	8,374.27	8,374.27
7/1/22	1014 1100	CCIH0701	A/R Credit Card Payment Metered Sales - Credit Card Paymen	4,170.13	4,170.13
7/1/22	1014 1100	CF0701	Direct Deposit - Checkfree Metered Sales - Checkfree	1,198.95	1,198.95
7/1/22	1014 1100	DP0701	Direct Deposit - NGL Water Solution Metered Sales - NGL Water Solution	24.90	24.90
7/1/22	2263 1014	GE0701	HSA Transfer HSA Transfer	1,775.23	1,775.23
7/1/22	4210 4220 5110 5210 2257 2258 2261 2263 1014 1014	GE0702	Field Salaries Engineering Salaries Office Salaries FICA 457 - Employee Investment Supplemental Insurance Health Insurance HSA - Employee Bank of Colorado Bank of Colorado	43,850.87 4,437.87 21,277.09 5,270.20	4,409.17 124.48 3,886.48 325.00 47,123.72 18,967.18
7/1/22	5510 1014	GE0703	Paychex Fee Paychex Fee	335.70	335.70
7/1/22	1014 1100	LB0701	Deposit - Checks Metered Sales - Checks	26,464.21	26,464.21
7/1/22	1014 1100	MARS0701	Direct Deposit - MARS Metered Sales - MARS	1,948.30	1,948.30
7/2/22	1014 1100	CC0702	A/R Credit Card Payment Metered Sales - Credit Card Paymen	4,670.05	4,670.05
7/3/22	1014 1100	CC0703	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,894.25	2,894.25
7/3/22	5530 5530 5530 1014 1014 1014	GE0706	EMPS Interchn (6880) EMPS Service Charges (6880) EMPS Fees (6880) EMP Interchn (6880) EMP Service Charges (6880) EMP Fee (6880)	280.84 731.45 50.26	280.84 731.45 50.26
7/3/22	5530 1014	GE0707	EMPS Fee (9881) EMPS Fee (9881)	2,747.77	2,747.77
7/4/22	1014 1100	CC0704	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,824.95	2,824.95
7/5/22	1014 1100	0705-01	Deposit - Checks Metered Sales - Checks	1,952.35	1,952.35
7/5/22	1014 1100	CC0705	A/R Credit Card Payment Metered Sales - Credit Card Paymen	8,699.15	8,699.15
7/5/22	1014 1100	CCIH0702	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,208.72	2,208.72
7/5/22	1014	CF0702	Direct Deposit - Checkfree	2,230.35	

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1100		Metered Sales - Checkfree		2,230.35
7/5/22	1014 1100	DP0702	Direct Deposit - CDOT Metered Sales - CDOT	24.90	24.90
7/5/22	5530 5530 1014	GE0704	Bill Pay - On-Line Bill Pay - On-Line Bill Pay - On-Line	5.00 5.00	10.00
7/5/22	1014 1100	LB0702	Deposit - Checks Metered Sales - Checks	165,122.91	165,122.91
7/5/22	1014 1100	MARS0702	Direct Deposit - MARS Metered Sales - MARS	6,766.35	6,766.35
7/6/22	1014 1100	CC0706	A/R Credit Card Payment Metered Sales - Credit Card Paymen	7,204.14	7,204.14
7/6/22	1014 1100	CCIH0703	A/R Credit Card Payment Metered Sales - Credit Card Paymen	966.65	966.65
7/6/22	1014 1100	CF0703	Direct Deposit - Checkfree Metered Sales - Checkfree	4,208.87	4,208.87
7/6/22	1014 3530	GE0705	Rise Tower Rent NCO-WET Rise Tower Rent NCO-WET	300.00	300.00
7/6/22	1014 1100	LB0703	Deposit - Checks Metered Sales - Checks	174.30	174.30
7/6/22	1014 1100	MARS0703	Direct Deposit - MARS Metered Sales - MARS	7,207.93	7,207.93
7/7/22	1014 1100	CC0707	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,522.35	3,522.35
7/7/22	1014 1100	CCIH0704	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,460.00	1,460.00
7/7/22	1014 1100	CF0704	Direct Deposit - Checkfree Metered Sales - Checkfree	3,614.02	3,614.02
7/7/22	1014 1100	DP0703	Direct Deposit - CSU Metered Sales - CSU	286.35	286.35
7/7/22	1014 1100	DP0704	Direct Deposit - KUHN Metered Sales - KUHN	24.90	24.90
7/7/22	1014 1100	LB0704	Deposit - Checks Metered Sales - Checks	373.80	373.80
7/7/22	1014 1100	MARS0704	Direct Deposit - MARS Metered Sales - MARS	6,313.06	6,313.06
7/8/22	1014 1100	0708-01	Deposit - Checks Metered Sales - Checks	15,260.69	15,260.69
7/8/22	1014 1100	CASH0708	Deposit - Cash Metered Sales - Cash	569.00	569.00
7/8/22	1014 1100	CC0708	A/R Credit Card Payment Metered Sales - Credit Card Paymen	6,354.49	6,354.49
7/8/22	1014 1100	CCIH0705	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,619.10	1,619.10

NORTH WELD COUNTY WATER DISTRICT
General Journal
For the Period From Jul 1, 2022 to Jul 31, 2022

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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
7/8/22	1014 1100	CF0705	Direct Deposit - Checkfree Metered Sales - Checkfree	2,913.40	2,913.40
7/8/22	1014 1100	LB0705	Deposit - Checks Metered Sales - Checks	163,357.88	163,357.88
7/8/22	1014 1100	MARS0705	Direct Deposit - MARS Metered Sales - MARS	3,245.64	3,245.64
7/9/22	1014 1100	CC0709	A/R Credit Card Payment Metered Sales - Credit Card Paymen	4,141.15	4,141.15
7/10/22	1014 1100	CC0710	A/R Credit Card Payment Metered Sales - Credit Card Paymen	12,007.09	12,007.09
7/11/22	1014 1100	CC0711	A/R Credit Card Payment Metered Sales - Credit Card Paymen	12,839.40	12,839.40
7/11/22	1014 1100	CCIH0706	A/R Credit Card Payment Metered Sales - Credit Card Paymen	4,674.08	4,674.08
7/11/22	1014 1100	CF0706	Direct Deposit - Checkfree Metered Sales - Checkfree	1,226.60	1,226.60
7/11/22	1014 1100	GE0713	Weld Cty Treasurer Payment - Acct Weld Cty Treasurer Payment - Acct	285.78	285.78
7/11/22	1014 1100	LB0706	Deposit - Checks Metered Sales - Checks	735,520.57	735,520.57
7/11/22	1014 1100	MARS0706	Direct Deposit - MARS Metered Sales - MARS	3,729.60	3,729.60
7/12/22	1014 1100	0712-01	Deposit - Checks Metered Sales - Checks	20,173.26	20,173.26
7/12/22	1014 1100	CC0712	A/R Credit Card Payment Metered Sales - Credit Card Paymen	10,386.07	10,386.07
7/12/22	1014 1100	CCIH0707	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,201.75	2,201.75
7/12/22	1014 1100	CF0707	Direct Deposit - Checkfree Metered Sales - Checkfree	1,644.26	1,644.26
7/12/22	1014 1100	LB0707	Deposit - Checks Metered Sales - Checks	8,537.25	8,537.25
7/12/22	1014 1100	MARS0707	Direct Deposit - MARS Metered Sales - MARS	5,025.46	5,025.46
7/13/22	1014 1100	0713-01	Deposit - Checks Metered Sales - Checks	319,370.41	319,370.41
7/13/22	1014 1100	CC0713	A/R Credit Card Payment Metered Sales - Credit Card Paymen	6,793.02	6,793.02
7/13/22	1014 1100	CCIH0708	A/R Credit Card Payment Metered Sales - Credit Card Paymen	6,940.45	6,940.45
7/13/22	1014 1100	CF0708	Direct Deposit - Checkfree Metered Sales - Checkfree	2,095.91	2,095.91
7/13/22	1014	DP0705	Direct Deposit - WAPA	24.90	

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1100		Metered Sales - WAPA		24.90
7/13/22	1014 1100	DP0706	Direct Deposit - West Plains LLC Metered Sales - West Plains LLC	24.90	24.90
7/13/22	1014 1100	LB0708	Deposit - Checks Metered Sales - Checks	2,943.18	2,943.18
7/13/22	1014 1100	MARS0708	Direct Deposit - MARS Metered Sales - MARS	4,086.29	4,086.29
7/14/22	1014 1100	0714-01	Deposit - Checks Metered Sales - Checks	15,157.05	15,157.05
7/14/22	1014 1100	CASH0714	Deposit - Cash Metered Sales - Cash	1,114.15	1,114.15
7/14/22	1014 1100	CC0714	A/R Credit Card Payment Metered Sales - Credit Card Paymen	9,882.39	9,882.39
7/14/22	1014 1100	CCIH0709	A/R Credit Card Payment Metered Sales - Credit Card Paymen	5,479.99	5,479.99
7/14/22	1014 1100	CF0709	Direct Deposit - Checkfree Metered Sales - Checkfree	1,894.33	1,894.33
7/14/22	1014 1100	DP0707	Direct Deposit - Corp Accts Metered Sales - Corp Accts	78,192.35	78,192.35
7/14/22	1014 1100	DP0708	Direct Deposit - Regular Accts Direct Deposit - Regular Accts	74,661.53	74,661.53
7/14/22	1014 1100	LB0709	Deposit - Checks Metered Sales - Checks	48,980.04	48,980.04
7/14/22	1014 1100	MARS0709	Direct Deposit - MARS Metered Sales - MARS	2,909.69	2,909.69
7/15/22	1014 1100	0715-01	Deposit - Checks Metered Sales - Checks	12,062.01	12,062.01
7/15/22	1014 1100	CC0715	A/R Credit Card Payment Metered Sales - Credit Card Paymen	12,451.67	12,451.67
7/15/22	1014 1100	CCIH0710	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,451.75	1,451.75
7/15/22	1014 1100	CF0710	Direct Deposit - Checkfree Metered Sales - Checkfree	2,885.87	2,885.87
7/15/22	2263 1014	GE0708	HSA Transfer HSA Transfer	1,775.23	1,775.23
7/15/22	4210 4220 5110 5210 2257 2258 2261 2263 1014 1014	GE0709	Field Salaries Engineering Salaries Office Salaries FICA 457 - Employee Investment Supplemental Insurance Health Insurance HSA - Employee Bank of Colorado Bank of Colorado	44,138.60 4,536.54 21,315.40 5,301.45	4,409.17 124.48 3,886.48 325.00 47,482.44 19,064.42
7/15/22	5510	GE0710	Paychex Fee	350.70	

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1014		Paychex Fee		350.70
7/15/22	1014 1100	LB0710	Deposit - Checks Metered Sales - Checks	23,239.26	23,239.26
7/16/22	1014 1100	CC0716	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,776.11	2,776.11
7/17/22	1014 1100	CC0717	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,062.57	3,062.57
7/18/22	1014 1100	0718-01	Deposit - Checks Metered Sales - Checks	33,594.94	33,594.94
7/18/22	1014 1100	0718-02	Deposit - Checks Metered Sales - Checks	3,770.20	3,020.20
	3520		Transfer Fee - Meter 5264		25.00
	3520		Transfer Fee - Meter 6379		25.00
	3520		Transfer Fee - Meter 46		25.00
	3520		Transfer Fee - Meter 4617		25.00
	3520		Transfer Fee - Meter 5127		25.00
	3520		Transfer Fee - Meter 2187		25.00
	3520		Transfer Fee - Meter 1625		25.00
	3520		Transfer Fee - Meter 2044		25.00
	3520		Transfer Fee - Meter 2355		25.00
	3520		Transfer Fee - Meter 2495		25.00
	3520		Transfer Fee - Meter 2993		25.00
	3520		Transfer Fee - Meter 1134		25.00
	3520		Transfer Fee - Meter 3186		25.00
	3520		Transfer Fee - Meter 3275		25.00
	3520		Transfer Fee - Meter 3392		25.00
	3520		Transfer Fee - Meter 3870		25.00
	3520		Transfer Fee - Meter 4155		25.00
	3520		Transfer Fee - Meter 4822		25.00
	3520		Transfer Fee - Meter 4875		25.00
	3520		Transfer Fee - Meter 4997		25.00
	3520		Transfer Fee - Meter 5233		25.00
	3520		Transfer Fee - Meter 5267		25.00
	3520		Transfer Fee - Meter 5388		25.00
	3520		Transfer Fee - Meter 5419		25.00
	3520		Transfer Fee - Meter 5464		25.00
	3520		Transfer Fee - Meter 5535		25.00
	3520		Transfer Fee - Meter 5993		25.00
	3520		Transfer Fee - Meter 6378		25.00
	3520		Transfer Fee - Meter 6532		25.00
	3520		Transfer Fee - Meter 6625		25.00
7/18/22	1014 1100	CC0718	A/R Credit Card Payment Metered Sales - Credit Card Paymen	6,617.25	6,617.25
7/18/22	1014 1100	CCIH0711	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,916.75	1,916.75
7/18/22	1014 1100	CF0711	Direct Deposit - Checkfree Metered Sales - Checkfree	277.75	277.75
7/18/22	1014 1100	DP0709	Direct Deposit - Town of Timnath Direct Deposit - Town of Timnath	1,861.80	1,861.80
7/18/22	1014 1100	LB0711	Deposit - Checks Metered Sales - Checks	60,213.82	60,213.82
7/18/22	1014 1100	MARS0710	Direct Deposit - MARS Metered Sales - MARS	3,877.82	3,877.82

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
7/18/22	1014 1100	MARS0711	Direct Deposit - MARS Metered Sales - MARS	1,442.65	1,442.65
7/19/22	1014 1100	CC0719	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,931.55	2,931.55
7/19/22	1014 1100	CCIH0712	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,298.15	1,298.15
7/19/22	1014 1100	CF0712	Direct Deposit - Checkfree Metered Sales - Checkfree	723.95	723.95
7/19/22	1014 1100	DP0710	Direct Deposit - Covia/Unimin Metered Sales - Covia/Unimin	53.95	53.95
7/19/22	1014 1100	LB0712	Deposit - Checks Metered Sales - Checks	54,637.94	54,637.94
7/19/22	1014 1100	MARS0712	Direct Deposit - MARS Metered Sales - MARS	10,311.09	10,311.09
7/20/22	1014 1100	CC0720	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,085.35	2,085.35
7/20/22	1014 1100	CCIH0713	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,181.46	2,181.46
7/20/22	1014 1100	CF0713	Direct Deposit - Checkfree Metered Sales - Checkfree	185.27	185.27
7/20/22	3113 1014	GE0711	Returned ACH - Premise 2204001 - Returned ACH - Premise 2204001 -	249.00	249.00
7/20/22	5220 1014	GE0712	Colorado Unemployment - 2nd Quart Colorado Unemployment - 2nd Quart	957.77	957.77
7/20/22	1014 1100	LB0713	Deposit - Checks Metered Sales - Checks	724.70	724.70
7/20/22	1014 1100	MARS0713	Direct Deposit - MARS Metered Sales - MARS	800.70	800.70
7/21/22	1014 1100	0721-01	Deposit - Checks Metered Sales - Checks	4,657.50	4,657.50
7/21/22	1014 1100	CC0721	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,108.95	1,108.95
7/21/22	1014 1100	CCIH0714	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,292.65	1,292.65
7/21/22	1014 1100	CF0714	Direct Deposit - Checkfree Metered Sales - Checkfree	74.70	74.70
7/21/22	1014 1100	LB0714	Deposit - Checks Metered Sales - Checks	41,455.61	41,455.61
7/21/22	1014 1100	MARS0714	Direct Deposit - MARS Metered Sales - MARS	691.74	691.74
7/22/22	1014 1100	CC0722	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,587.40	2,587.40
7/22/22	1014 1100	CCIH0715	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,977.92	1,977.92

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
7/22/22	1014 1100	CF0715	Direct Deposit - Checkfree Metered Sales - Checkfree	1,219.21	1,219.21
7/22/22	1014 1100	CF0720	Direct Deposit - Checkfree Metered Sales - Checkfree	657.20	657.20
7/22/22	1014 1100	LB0715	Deposit - Checks Metered Sales - Checks	3,804.16	3,804.16
7/22/22	1014 1100	MARS0715	Direct Deposit - MARS Metered Sales - MARS	698.95	698.95
7/23/22	1014 1100	CC0723	A/R Credit Card Payment Metered Sales - Credit Card Paymen	627.38	627.38
7/24/22	1014 1100	CC0724	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,210.38	1,210.38
7/25/22	1014 1100	0725-01	Deposit - Checks Metered Sales - Checks	6,055.91	6,055.91
7/25/22	1014 1100	CC0725	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,160.14	2,160.14
7/25/22	1014 1100	CCIH0716	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,323.65	1,323.65
7/25/22	1014 1100	CF0716	Direct Deposit - Checkfree Metered Sales - Checkfree	168.65	168.65
7/25/22	1014 1100	LB0716	Deposit - Checks Metered Sales - Checks	10,643.67	10,643.67
7/25/22	1014 1100	MARS0716	Direct Deposit - MARS Metered Sales - MARS	486.70	486.70
7/26/22	1014 1100	CC0726	A/R Credit Card Payment Metered Sales - Credit Card Paymen	892.15	892.15
7/26/22	1014 1100	CCIH0717	A/R Credit Card Payment Metered Sales - Credit Card Paymen	549.25	549.25
7/26/22	1014 1100	CF0717	Direct Deposit - Checkfree Metered Sales - Checkfree	251.10	251.10
7/26/22	1014 1100	LB0717	Deposit - Checks Metered Sales - Checks	1,745.66	1,745.66
7/26/22	1014 1100	MARS0717	Direct Deposit - MARS Metered Sales - MARS	133.20	133.20
7/27/22	1014 1100	CC0727	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,885.76	1,885.76
7/27/22	1014 1100	CCIH0718	A/R Credit Card Payment Metered Sales - Credit Card Paymen	617.45	617.45
7/27/22	1014 1100	CF0718	Direct Deposit - Checkfree Metered Sales - Checkfree	476.80	476.80
7/27/22	1014 1100	LB0718	Deposit - Checks Metered Sales - Checks	48.60	48.60
7/27/22	1014	MARS0718	Direct Deposit - MARS	50.00	

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1100		Metered Sales - MARS		50.00
7/28/22	1014 1100	CASH0728	Deposit - Cash Metered Sales - Cash	330.45	330.45
7/28/22	1014 1100	CC0728	A/R Credit Card Payment Metered Sales - Credit Card Paymen	8,508.60	8,508.60
7/28/22	1014 1100	CF0719	Direct Deposit - Checkfree Metered Sales - Checkfree	100.00	100.00
7/28/22	1014 1100	LB0719	Deposit - Checks Metered Sales - Checks	3,652.68	3,652.68
7/28/22	1014 1100	MARS0719	Direct Deposit - MARS Metered Sales - MARS	324.90	324.90
7/29/22	1014 1100	0729-01	Deposit - Checks Metered Sales - Checks	655.75	655.75
7/29/22	1014 1100	CC0729	A/R Credit Card Payment Metered Sales - Credit Card Paymen	7,704.64	7,704.64
7/29/22	1014 1100	CCIH0719	A/R Credit Card Payment Metered Sales - Credit Card Paymen	780.30	780.30
7/29/22	2263 1014	GE0714	HSA Transfer HSA Transfer	1,775.23	1,775.23
7/29/22	4210 4220 5110 5210 2257 2258 2261 2263 1014 1014	GE0715	Field Salaries Engineering Salaries Office Salaries FICA 457 - Employee Investment Supplemental Insurance Health Insurance HSA - Employee Bank of Colorado Bank of Colorado	48,617.72 4,464.69 39,815.80 7,063.17	4,409.17 124.48 3,886.48 325.00 61,777.67 29,438.58
7/29/22	5510 1014	GE0716	Paychex Fee Paychex Fee	357.40	357.40
7/29/22	1014 1100	LB0720	Deposit - Checks Metered Sales - Checks	3,739.97	3,739.97
7/29/22	1014 1100	MARS0720	Direct Deposit - MARS Metered Sales - MARS	438.95	438.95
7/30/22	1014 1100	CC0730	A/R Credit Card Payment Metered Sales - Credit Card Paymen	4,453.87	4,453.87
7/31/22	4250 2257 2258 2261 2263 4240	Ben 0722	Employee Benefits - July 2022 Employee Benefits - July 2022 Employee Benefits - July 2022 Employee Benefits - July 2022 Employee Benefits - July 2022 Employee Benefits - July 2022	9,527.49 124.49 3,271.82 954.38	9,527.49 4,350.69
7/31/22	1014 1100	CC0731	A/R Credit Card Payment Metered Sales - Credit Card Paymen	7,294.04	7,294.04
7/31/22	5510 1014	GE0717	LockBox Processing Fee LockBox Processing Fee	1,244.08	1,244.08

NORTH WELD COUNTY WATER DISTRICT
General Journal
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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
7/31/22	1100	GE0718	Accounts Receivable - DRIP - June	2,351,004.00	
	3110		Metered Sales - DRIP - June 2022		1,357,555.85
	3111		Water Allocation Surcharge - DRIP -		577,692.00
	3112		Plant Investment Surcharge - DRIP -		415,453.10
	3113		Adjustments - DRIP - June 2022		303.05
7/31/22	1015	GE0719	ColoTrust Interest - General	23,940.31	
	1015		ColoTrust - RRR Interest	278.90	
	1019		ColoTrust Interest - 2019 Bond	2,258.77	
	3210		ColoTrust Interest - General		23,940.31
	3210		ColoTrust Interest - RRR Interest		278.90
	3210		ColoTrust Interest - 2019 Bond		2,258.77
7/31/22	4810	Pp 0722	Prepaid Amortization	4,178.42	
	4820		Prepaid Amortization	1,374.75	
	4830		Prepaid Amortization	3,615.50	
	1230		Prepaid Amortization		9,168.67
		Total		<u>4,909,726.02</u>	<u>4,909,726.02</u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		3,683,303.29
Add: Cash Receipts		1,712,728.56
Less: Cash Disbursements		(835,545.24)
Add (Less) Other		2,009,972.46
Ending GL Balance		<u>6,570,459.07</u>
Ending Bank Balance		<u>6,835,887.10</u>
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Sep 9, 2021	15687 (29.74)
	Sep 9, 2021	15689 (23.28)
	Sep 9, 2021	15694 (97.05)
	Oct 20, 2021	15819 (1,100.00)
	Oct 22, 2021	15851 (19.24)
	Nov 30, 2021	15955 (25.00)
	Dec 15, 2021	16008 (85.00)
	Dec 15, 2021	16012 (12.72)
	Dec 15, 2021	16020 (271.26)
	Dec 30, 2021	16056 (31.04)
	Feb 2, 2022	16157 (60.00)
	Feb 2, 2022	16162 (23.28)
	Feb 3, 2022	16171 (1,006.15)
	May 20, 2022	16492 (2,090.35)
	May 27, 2022	16548 (36.75)
	May 27, 2022	16550 (32.09)
	May 27, 2022	16557 (5.18)
	Jun 24, 2022	16615 (10.50)
	Jun 24, 2022	16617 (8.70)
	Jun 24, 2022	16619 (24.90)
	Jun 24, 2022	16621 (30.00)
	Jun 24, 2022	16622 (25.00)
	Jun 24, 2022	16623 (36.75)
	Jun 24, 2022	16624 (98.83)
	Jun 24, 2022	16625 (271.45)
	Jun 27, 2022	16640 (104,166.75)
	Jul 7, 2022	16660 (1,787.50)
	Jul 7, 2022	16667 (210.00)
	Jul 8, 2022	16671 (3,776.08)
	Jul 8, 2022	16676 (2,972.50)
	Jul 8, 2022	16678 (1,566.65)
	Jul 11, 2022	16682 (24,198.75)
	Jul 12, 2022	16690 (7,790.00)
	Jul 20, 2022	16696 (256.85)
	Jul 20, 2022	16697 (5,700.00)
	Jul 20, 2022	16700 (5,023.75)
	Jul 20, 2022	16701 (2,200.00)
	Jul 20, 2022	16704 (36.00)
	Jul 20, 2022	16707 (5,254.50)
	Jul 20, 2022	16708 (10,960.30)
	Jul 21, 2022	16710 (1,110.00)
	Jul 21, 2022	16711 (2,129.54)
	Jul 21, 2022	16712 (7,379.93)
	Jul 21, 2022	16713 (29.93)
	Jul 21, 2022	16714 (163.50)
	Jul 22, 2022	16715 (1,068.75)
	Jul 22, 2022	16716 (16,015.11)
	Jul 22, 2022	16717 (100.00)

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

Filter Criteria includes: Report is printed in Detail Format.

	Jul 22, 2022	16718	(724.92)	
	Jul 26, 2022	16719	(248.95)	
	Jul 26, 2022	16720	(9.67)	
	Jul 26, 2022	16721	(24,600.00)	
	Jul 26, 2022	16722	(697.31)	
	Jul 26, 2022	16723	(11,000.00)	
	Jul 26, 2022	16724	(24.90)	
	Jul 26, 2022	16725	(1,670.70)	
	Jul 26, 2022	16726	(1,735.50)	
	Jul 27, 2022	16727	(1,949.83)	
	Jul 27, 2022	16728	(2,500.00)	
	Jul 27, 2022	16729	(27,550.95)	
	Jul 27, 2022	16730	(124.50)	
	Jul 27, 2022	16731	(99.60)	
	Jul 27, 2022	16732	(25.00)	
	Jul 27, 2022	16733	(1,352.00)	
	Jul 27, 2022	16734	(22.90)	
	Jul 27, 2022	16735	(202.50)	
	Jul 27, 2022	16736	(50.00)	
	Jul 27, 2022	16737	(519.55)	
	Jul 27, 2022	16738	(150.00)	
	Jul 27, 2022	16739	(24.90)	
	Jul 27, 2022	16740	(358.62)	
	Jul 27, 2022	16741	(1,860.17)	
	Jul 27, 2022	16742	(170.31)	
	Jul 29, 2022	OL-0729202	(7,585.00)	
	Total outstanding checks			(294,608.43)
	Add (Less) Other			
	Jul 28, 2022	CC0728	8,508.60	
	Jul 29, 2022	CC0729	7,704.64	
	Jul 30, 2022	CC0730	4,453.87	
	Jul 31, 2022	CC0731	7,294.04	
	Jul 29, 2022	CCIH0719	780.30	
	Jul 29, 2022	MARS0720	438.95	
	Total other			29,180.40
	Unreconciled difference			0.00
	Ending GL Balance			<u>6,570,459.07</u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,149,747.19
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>2,258.77</u>
Ending GL Balance	<u>2,152,005.96</u>
Ending Bank Balance	2,152,005.96
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>2,152,005.96</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	22,784,575.82
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>24,219.21</u>
Ending GL Balance	<u>22,808,795.03</u>
Ending Bank Balance	22,808,795.03
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>22,808,795.03</u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,412,907.08	\$ 8,714,263.92	\$ 11,484,447.00	2,770,183.08	75.88
3111 - WATER ALLOC SURCHARGE	775,458.00	3,348,092.00	2,625,016.00	(723,076.00)	127.55
3112 - PLANT INVEST SURCHARGE	506,204.35	2,508,253.35	2,132,826.00	(375,427.35)	117.60
3113 - ADJUSTMENTS	3,646.43	(13,047.26)	(20,000.00)	(6,952.74)	65.24
3140 - CONST METER USAGE	17,463.27	178,668.72	205,000.00	26,331.28	87.16
3141 - CONSTR METER RENTAL	1,255.00	7,730.00	5,500.00	(2,230.00)	140.55
3142 - CONSTRUCT METER REPAIR	0.00	10,587.07	550.00	(10,037.07)	1,924.92
OPERATING	2,716,934.13	14,754,547.80	16,433,339.00	1,678,791.20	89.78
3210 INTEREST-COTRUST-GENERAL	45,186.76	105,398.67	130,384.00	24,985.33	80.84
3220 - PORT PARTONAGE AGFINITY	0.00	393.59	812.00	418.41	48.47
NON OPERATING	45,186.76	105,792.26	131,196.00	25,403.74	80.64
3310 - TAP (PI) FEES	564,800.00	2,836,200.00	1,000,000.00	(1,836,200.00)	283.62
3311 - DISTANCE FEES	50,925.00	332,625.00	173,189.00	(159,436.00)	192.06
3312 - WATER (ALLOCATION) FEE	31,250.00	2,148,500.00	300,000.00	(1,848,500.00)	716.17
3314 - INSTALLATION FEES	61,050.00	727,057.45	324,730.00	(402,327.45)	223.90
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	0.00	(56,791.85)	150,000.00	206,791.85	(37.86)
3320 - NON-POTABLE TAP FEE	0.00	107,000.00	48,709.00	(58,291.00)	219.67
3321 - NON-POTABLE INSTALL	0.00	59,927.00	21,649.00	(38,278.00)	276.81
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	0.00	(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	708,025.00	6,150,267.60	2,157,792.00	(3,992,475.60)	285.03
3410 - WATER RENTAL	0.00	36,144.00	17,850.00	(18,294.00)	202.49
3415 - WSSC RETURN FLOW RENTAL	0.00	1,574.00	0.00	(1,574.00)	0.00
AG WATER	0.00	37,718.00	17,850.00	(19,868.00)	211.31
3500 - MISCELLANEOUS	0.00	34,568.92	0.00	(34,568.92)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	825.00	7,825.00	5,412.00	(2,413.00)	144.59
3530 - RISE TOWER RENT	300.00	2,400.00	7,902.00	5,502.00	30.37
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	1,125.00	44,793.92	34,963.00	(9,830.92)	128.12
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
FARM INCOME	0.00	0.00	73,414.00	73,414.00	0.00
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 EIGHT MONTHS ENDING AUGUST 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	38,086,270.89	55,708,119.58	56,848,554.00	1,140,434.42	97.99
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	1,524,665.89	2,536,484.52	1,011,818.63	60.11
4120 - RENTAL WATER	0.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	0.00	560,312.22	1,443,962.24	883,650.02	38.80
4160 - RULE 11 FEES	0.00	27,200.00	63,765.00	36,565.00	42.66
4170 - WATER QUALITY - TESTING	2,526.00	10,302.50	6,072.44	(4,230.06)	169.66
4175 - BACKFLOW SURVEYING	0.00	4,506.96	0.00	(4,506.96)	0.00
WATER	(2,526.00)	(2,134,937.57)	(4,145,254.63)	(2,010,317.06)	51.50
4210 - SALARIES, FIELD	97,392.11	744,042.50	1,056,784.98	312,742.48	70.41
4220 - SALARIES, ENGINEERING	9,068.81	71,899.50	225,284.46	153,384.96	31.91
4240 - INSURANCE HEALTH	(5,179.65)	117,139.60	188,752.00	71,612.40	62.06
4250 - RETIREMENT	5,660.78	51,559.01	82,256.14	30,697.13	62.68
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	291.04	3,992.99	6,500.00	2,507.01	61.43
4280 - MISCELLANEOUS	(26.27)	(26.27)	1,103.81	1,130.08	(2.38)
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(107,206.82)	(988,607.33)	(1,571,940.29)	(583,332.96)	62.89
4410 - FIELD	189.87	35,756.04	0.00	(35,756.04)	0.00
4411 - UNCC LOCATES	1,120.60	8,903.70	15,197.35	6,293.65	58.59
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	0.00	8,486.68	0.00	(8,486.68)	0.00
4415 - WATER LINES (REPAIRS)	9,842.36	151,160.07	50,000.00	(101,160.07)	302.32
4416 - APPURTENANCE(REPAIR)	0.00	23,977.18	0.00	(23,977.18)	0.00
4417 - METER SETTING	(92.12)	104,682.86	108,243.00	3,560.14	96.71
4418 - MASTER METERS	0.00	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	0.00	115,751.68	0.00	(115,751.68)	0.00
4420 - STORAGE TANKS (O & M)	185.31	69,624.53	22,500.00	(47,124.53)	309.44
4430 - PUMP STATIONS (O & M)	4,945.78	27,801.67	10,612.08	(17,189.59)	261.98
4435 - CHLORINE STATION	0.00	4,762.94	5,306.04	543.10	89.76
4440 - EQUIPMENT	1,934.08	67,554.58	42,335.83	(25,218.75)	159.57
4445 - SCADA EQUIPMENT	0.00	14,658.70	5,412.16	(9,246.54)	270.85
4446 - LOCATING EQUIPMENT	0.00	1,795.90	5,412.16	3,616.26	33.18
4447 - GPS EQUIPMENT	0.00	3,912.41	25,978.37	22,065.96	15.06
4450 - SHOP/YARD	2,961.05	21,591.60	27,060.80	5,469.20	79.79
4460 - VEHICLES	5,610.83	81,687.30	100,000.00	18,312.70	81.69
4470 - SAFETY	190.00	6,732.02	65,000.00	58,267.98	10.36
4480 - CONTROL VAULTS	106.26	708.68	28,652.62	27,943.94	2.47
4490 - MAPPING EXPENSE	0.00	15,312.50	39,184.04	23,871.54	39.08

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
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FOR THE EIGHT MONTHS ENDING AUGUST 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
OPERATION & MAINTENANCE	(26,994.02)	(779,650.24)	(718,367.93)	61,282.31	108.53
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	23,320.29	109,991.12	0.00	(109,991.12)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	0.00	18,815.88	170,000.00	151,184.12	11.07
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	(23,320.29)	(128,807.00)	(313,000.00)	(184,193.00)	41.15
4700 - COMMUNICATIONS	125.33	876.69	50,000.00	49,123.31	1.75
COMMUNICATIONS	(125.33)	(876.69)	(50,000.00)	(49,123.31)	1.75
4810 - GENERAL	4,178.42	33,114.34	40,738.42	7,624.08	81.29
4820 - AUTO	1,374.75	10,998.00	7,347.55	(3,650.45)	149.68
4830 - WORKER'S COMP	3,615.50	37,598.00	34,374.80	(3,223.20)	109.38
INSURANCE	(9,168.67)	(81,710.34)	(82,460.77)	(750.43)	99.09
4930 - BAD DEBT EXPENSE	0.00	113,406.00	3,714.23	(109,691.77)	3,053.28
MISCELLANEOUS	0.00	(113,406.00)	(3,714.23)	109,691.77	3,053.28
TOTAL OPERATING EXPENSES	169,341.13	4,227,995.17	7,134,737.85	2,906,742.68	59.26
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	36,317.32	367,488.87	511,192.34	143,703.47	71.89
5150 - DIRECTORS' FEES	0.00	400.00	0.00	(400.00)	0.00
SALARIES	36,317.32	367,888.87	511,192.34	143,303.47	71.97
5210 - FICA	10,803.16	89,149.78	102,831.06	13,681.28	86.70
5220 - UNEMPLOYMENT	0.00	2,475.48	4,870.94	2,395.46	50.82
PAYROLL TAXES	10,803.16	91,625.26	107,702.00	16,076.74	85.07
5310 - ADMIN HEALTH INSURANCE	0.00	35,472.99	49,358.91	13,885.92	71.87
HEALTH INSURANCE	0.00	35,472.99	49,358.91	13,885.92	71.87
5400 - OFFICE UTILITIES	0.00	1,938.95	0.00	(1,938.95)	0.00
5401 - ELECTRICITY	1,179.38	5,454.44	27,060.80	21,606.36	20.16
5402 - PROPANE	0.00	8,143.86	0.00	(8,143.86)	0.00
5403 - TELEPHONE	1,949.83	15,606.74	21,648.64	6,041.90	72.09

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
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DETAIL
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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5404 - CELL PHONE SERVICE	1,582.25	10,903.32	0.00	(10,903.32)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	84.52	2,706.08	2,621.56	3.12
5406 - OFFICE CLEANING SERVICE	1,360.00	11,900.00	0.00	(11,900.00)	0.00
5409 - SECURITY CAMERAS	1,625.00	4,350.81	0.00	(4,350.81)	0.00
5410 - OFFICE EQUIPMENT	0.00	1,886.53	0.00	(1,886.53)	0.00
5412 - PRINTERS	170.31	2,778.48	0.00	(2,778.48)	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	5,585.96	43,186.21	64,945.93	21,759.72	66.50
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	3,212.50	5,412.16	2,199.66	59.36
5444 - LICENSES (ANNUAL)	0.00	23,979.54	27,060.80	3,081.26	88.61
5445 - SENSUS METER SUPPORT	0.00	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	13,452.73	135,476.90	359,367.46	223,890.56	37.70
5510 - OFFICE EXPENSES	8,342.79	114,758.55	171,673.74	56,915.19	66.85
5520 - POSTAGE	0.00	916.18	3,247.30	2,331.12	28.21
5530 - BANK / CREDIT CARD FEES	5,566.63	27,862.89	5,412.16	(22,450.73)	514.82
5540 - BUILDING MAINTENANCE	723.91	16,954.80	1,082.43	(15,872.37)	1,566.36
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
5580 - DUES & REGISTRATION	0.00	3,907.50	3,247.30	(660.20)	120.33
5590 - TRAINING	0.00	1,809.39	8,659.46	6,850.07	20.89
OFFICE EXPENSE	14,633.33	166,209.31	196,569.69	30,360.38	84.55
5610 - LEGAL	6,292.50	256,002.52	350,000.00	93,997.48	73.14
5620 - ACCOUNTING	1,275.00	29,600.00	26,010.00	(3,590.00)	113.80
5625 - EASEMENT FEES	0.00	665.00	0.00	(665.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	0.00	2,409.26	0.00	(2,409.26)	0.00
5650 - CONSULTANT FEES	53,518.47	96,171.40	200,000.00	103,828.60	48.09
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5670 - APPRAISALS	0.00	2,015.00	0.00	(2,015.00)	0.00
5680 - LAND ACQUISITION	11,908.62	94,600.34	0.00	(94,600.34)	0.00
PROFESSIONAL FEES	72,994.59	481,521.52	584,853.40	103,331.88	82.33
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	0.00	69,758.25	0.00	(69,758.25)	0.00
MISCELLANEOUS	0.00	69,758.25	7,577.03	(62,181.22)	920.65
TOTAL ADMINISTRATIVE EXPENSE	148,201.13	1,347,953.10	1,816,620.83	468,667.73	74.20
CAPITAL IMPROVEMENTS					
SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
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	46,861.20	46,861.20	0.00	(46,861.20)	0.00
PUMP STATIONS	46,861.20	46,861.20	0.00	(46,861.20)	0.00
6410 - VEHICLES	0.00	39,616.17	6,410.00	(33,206.17)	618.04
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	0.00	110,872.30	90,000.00	(20,872.30)	123.19
EQUIPMENT	0.00	150,488.47	109,260.00	(41,228.47)	137.73
6505 - ENGINEERING	115,903.11	861,511.77	0.00	(861,511.77)	0.00
6510 - WATER LINES	0.00	142,287.62	13,550,000.00	13,407,712.38	1.05
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	0.00	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	0.00	1,650.00	0.00	(1,650.00)	0.00
SYSTEM	115,903.11	1,010,388.98	14,426,440.00	13,416,051.02	7.00
6610 - WATER RESOURCE MANAGER	0.00	20,356.11	0.00	(20,356.11)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	1,548.75	62,393.34	600,000.00	537,606.66	10.40
6640 - STORAGE	11,227.32	72,091.99	0.00	(72,091.99)	0.00
WATER RIGHTS	12,776.07	154,841.44	6,000,000.00	5,845,158.56	2.58
6710 - EASEMENTS	0.00	18,982.86	75,000.00	56,017.14	25.31
6720 - LAND	0.00	41,343.00	100,000.00	58,657.00	41.34
6730 - SURVEYING	10,149.00	106,365.87	5,000.00	(101,365.87)	2,127.32
LAND/EASEMENTS	10,149.00	166,691.73	180,000.00	13,308.27	92.61
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	185,689.38	1,529,271.82	26,615,700.00	25,086,428.18	5.75
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	371,245.71	371,245.71	0.00	(371,245.71)	0.00
7110 - BOND DISCOUNT	122,045.74	122,045.74	0.00	(122,045.74)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
BOND ISSUE	(3,245,000.00)	(3,245,000.00)	0.00	3,245,000.00	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	0.00	69,675.00	1,530,000.00	1,460,325.00	4.55
7292 - TRANSFER TO ENTERPRISE	0.00	38,812.50	0.00	(38,812.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
PRINCIPLE	0.00	387,787.50	3,238,288.00	2,850,500.50	11.98
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	3,245,000.00	2,857,212.50	(3,238,288.00)	(6,095,500.50)	(88.23)
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	38,086,270.89	55,708,899.58	56,848,554.00	1,139,654.42	98.00
TOTAL EXPENSES	(2,741,768.36)	4,248,007.59	38,805,346.68	34,557,339.09	10.95
PROFIT/LOSS	40,828,039.25	51,460,891.99	18,043,207.32	(33,417,684.67)	285.21

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
August 31, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	3,886,520.11
1015 - COLO TRUST - GENERAL		27,848,589.47
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,155,230.66
1020 - COLO TRUST - 2022 BOND		38,002,167.62
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)		2,781,510.44
1105 - AR CONSTRUCTION METERS		53,660.31
1116 - ACCOUNTS RECEIVABLE		8,860.70
1230 - PREPAID INSURANCE		36,674.66
1300 - INVENTORY		1,735,742.36

Total Current Assets

76,774,719.58

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

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

Total Other Assets

23,060,786.70

Total Assets

\$ 250,544,615.79

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	273,586.49
2216 - CONST MTR DEPOSITS		109,000.00

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
August 31, 2022

2230 - ACCRUED WAGES	61,575.66	
2231 - ACCRUED COMP ABSENCES	130,587.76	
2232 - ACCRUED INTEREST	129,262.50	
Total Current Liabilities		704,012.41
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		24,400,224.41
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	51,460,891.99	
Total Capital		226,144,391.38
Total Liabilities & Capital	\$	250,544,615.79

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			6,570,432.80
Add: Cash Receipts			727,134.90
Less: Cash Disbursements			(718,834.08)
Add (Less) Other			<u>(2,692,213.51)</u>
Ending GL Balance			<u>3,886,520.11</u>
Ending Bank Balance			<u>4,177,298.30</u>
Add back deposits in transit	Aug 30, 2022	CJ083022	<u>52.11</u>
Total deposits in transit			52.11
(Less) outstanding checks			
	Sep 9, 2021	15687	(29.74)
	Sep 9, 2021	15689	(23.28)
	Sep 9, 2021	15694	(97.05)
	Oct 20, 2021	15819	(1,100.00)
	Oct 22, 2021	15851	(19.24)
	Nov 30, 2021	15955	(25.00)
	Dec 15, 2021	16008	(85.00)
	Dec 15, 2021	16012	(12.72)
	Dec 15, 2021	16020	(271.26)
	Dec 30, 2021	16056	(31.04)
	Feb 2, 2022	16157	(60.00)
	Feb 2, 2022	16162	(23.28)
	Feb 3, 2022	16171	(1,006.15)
	May 20, 2022	16492	(2,090.35)
	May 27, 2022	16548	(36.75)
	May 27, 2022	16550	(32.09)
	Jun 24, 2022	16617	(8.70)
	Jun 24, 2022	16621	(30.00)
	Jun 24, 2022	16623	(36.75)
	Jun 24, 2022	16625	(271.45)
	Jul 11, 2022	16682	(24,198.75)
	Jul 26, 2022	16721	(24,600.00)
	Jul 27, 2022	16732	(25.00)
	Jul 27, 2022	16739	(24.90)
	Aug 4, 2022	16753	(156.31)
	Aug 8, 2022	16778	(6,059.75)
	Aug 8, 2022	16781	(31,000.00)
	Aug 8, 2022	16784	(3,153.25)
	Aug 15, 2022	16787	(5,585.96)
	Aug 15, 2022	16792	(6,292.50)
	Aug 19, 2022	16802	(15,307.62)
	Aug 19, 2022	16804	(15.00)
	Aug 19, 2022	16806	(1,271.28)
	Aug 19, 2022	16808	(9,218.07)
	Aug 22, 2022	16810	(182.45)
	Aug 23, 2022	16818	(3,842.36)
	Aug 23, 2022	16819	(239.97)
	Aug 23, 2022	16820	(6,000.00)
	Aug 30, 2022	16821	(1,658.92)
	Aug 30, 2022	16822	(97.20)
	Aug 30, 2022	16823	(25,000.00)
	Aug 30, 2022	16824	(255.00)
	Aug 30, 2022	16825	(72.19)
	Aug 30, 2022	16826	(211.60)
	Aug 30, 2022	16827	(506.30)
	Aug 30, 2022	16828	(24.90)
	Aug 30, 2022	16829	(166.00)

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

Filter Criteria includes: Report is printed in Detail Format.

	Aug 30, 2022	16830	(6.00)	
	Aug 31, 2022	16831	(1,949.83)	
	Aug 31, 2022	16832	(72.90)	
	Aug 31, 2022	16833	(10,149.00)	
	Aug 31, 2022	16834	(50.00)	
	Aug 31, 2022	16835	(30.00)	
	Aug 31, 2022	16836	(2,850.00)	
	Aug 31, 2022	16837	(115,903.11)	
	Aug 31, 2022	16838	(24.90)	
	Aug 31, 2022	16839	(251.10)	
	Aug 31, 2022	16840	(7,188.18)	
	Aug 31, 2022	16841	(4,523.24)	
	Aug 31, 2022	16842	(170.31)	
Total outstanding checks				(313,623.70)
Add (Less) Other				
	Aug 30, 2022	CC0830	9,722.17	
	Aug 31, 2022	CC0831	11,778.85	
	Aug 30, 2022	CCIH0822	49.80	
	Aug 31, 2022	CCIH0823	477.20	
	Aug 31, 2022	MARS0823	765.38	
Total other				22,793.40
Unreconciled difference				0.00
Ending GL Balance				3,886,520.11

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	22,808,795.03
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>5,039,794.44</u>
Ending GL Balance	<u>27,848,589.47</u>
Ending Bank Balance	27,848,589.47
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>27,848,589.47</u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,152,005.96
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>3,224.70</u>
Ending GL Balance	<u>2,155,230.66</u>
Ending Bank Balance	2,155,230.66
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>2,155,230.66</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	38,002,167.62
Ending GL Balance	38,002,167.62
Ending Bank Balance	38,002,167.62
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	38,002,167.62

MEMORANDUM OF AGREEMENT

North Weld County Water District

**Project:** Eaton Pipeline**Location/Legal:** 15888 County Road 72, Weld County**Assessor No.:** 080510000008

This Agreement made on this _____ day of _____, 2022, is between the property owner(s), **Don Anderson, Inc., a Colorado Corporation** ("GRANTOR") and **NORTH WELD COUNTY WATER DISTRICT**, a political subdivision of the State of Colorado, ("DISTRICT"). Just compensation was determined by an appropriate procedure in accordance with the District's real property acquisition policy and Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following easements, improvements, or damages of any kind (the "Property").

Permanent Easements: PE-10 (2.525 acres)	\$ 26,512.50
Permanent Access Easements: PAE-10 (0.531 acres)	\$ 5,575.50
Temporary Construction Easements: TE-10 (1.899 acres)	\$ 3,987.90
Improvements:	\$ 0.00
Damages / Other:	\$ 0.00
Gross Total Compensation	\$ 36,075.90
Administrative Settlement	\$ 30,475.00
Net Total Compensation	\$ 66,575.00 (rounded)

Other Conditions and Agreements:

1. DISTRICT's contractor shall coordinate with GRANTOR and GRANTOR's tenant prior to the start of construction to review these conditions and coordinate the start of construction activities;
2. DISTRICT's contractor shall protect fencing around oil & gas facility located in the northeast portion of property adjacent to WCR 33 in place. The location of this fence is shown on Exhibit 1 attached hereto;
3. DISTRICT agrees that construction time frame shall be limited to **September 1st through March 31st** of any given year. However, this can be adjusted if timing is coordinated with GRANTOR and GRANTOR's tenant, and it does not interfere with farming operations;
4. DISTRICT's contractor shall access the property from Weld County Road 72 (WCR 72), as shown on Exhibit 1 attached hereto;
5. DISTRICT's contractor shall separate the topsoil and keep it separate from subsoil. Contractor should coordinate this activity with the GRANTOR and GRANTOR's tenant. Once installation of pipeline is completed, the contractor will replace the topsoil, level, and rough grade the field. GRANTOR's tenant shall be responsible for finish grading and restoration of the farm field;
6. DISTRICT'S contractor to remove and replace in-kind all concrete irrigation ditches crossed by the installation of the water line. Said ditches are running east & west parallel and south of WCR 72 and north & south along the west side of WCR 33.
7. DISTRICT's contractor to protect irrigation pond and earthen berm located west and south of the house and barn. Said location of pond and berm are shown on attached Exhibit 1 attached hereto;
8. DISTRICT agrees to coordinate with GRANTOR and the crop owner in order to provide compensation for diminution of crop yields and their time finish-grading the fields at the start of construction on the property. The DISTRICT will calculate the loss of yield compensation at 50% loss of yield per year, using the county average or records provided by the farmer, whichever is greater.
9. DISTRICT agrees not to record the Temporary Construction Easement.
10. GRANTOR accepts the location of the above ground appurtenances as show on Exhibit 5 attached hereto. The location of carsonite markers is not identified on Exhibit 5 but markers shall not be places within the farm field.

GRANTOR and DISTRICT agree that:

1. this Agreement is binding upon the GRANTOR and GRANTOR'S heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by GRANTOR;
2. this Agreement is binding upon the DISTRICT, its successors or assigns, when executed by duly authorized representatives of the DISTRICT;
3. there are no promises, terms, conditions, or obligations other than those listed on this Agreement and the Exhibits attached hereto;
4. the compensation shown on this Agreement is payment in full for the Property; and
5. the terms, representations, warranties, and agreements herein survive closing and will not merge with any easement(s) or other documents delivered by the parties.

GRANTOR:

1. has entered into this Agreement only because the DISTRICT has the power of eminent domain and requires the Property for public purposes;
2. will be responsible for securing releases from or subordinations of all liens, judgments, and encumbrances prior to payment of compensation by DISTRICT to GRANTOR. Any encumbrance required to be paid by GRANTOR shall be paid at or before payment of compensation by DISTRICT to GRANTOR for the Property;
3. Will execute and deliver to DISTRICT those documents indicated below;
4. Will execute all documents as may be required to provide insurable title for the Property in the DISTRICT with a title company selected by DISTRICT;
5. Will not grant any easements, leases or other uses of the Property from the date of GRANTOR's execution of this Agreement through the date the fully executed easements are delivered to the DISTRICT; and
6. will hold DISTRICT harmless from any claims against the Property or to any interest in the Property.

DISTRICT:

1. will be entitled to specific performance of this Agreement;
2. will, subject to GRANTOR'S obligation to secure releases or subordinations as provided above, remit payment to GRANTOR upon receipt of the permanent easement(s) and the temporary construction easement(s) attached hereto;
3. will pay recording fees and the cost of any title insurance obtained by DISTRICT; and
4. will furnish the following documents to be executed and delivered by GRANTOR to DISTRICT:

<input checked="" type="checkbox"/>	Other condition graphic attached hereto as Exhibit 1
<input checked="" type="checkbox"/>	Permanent Water Easement in the form attached hereto as Exhibit 2
<input checked="" type="checkbox"/>	Permanent Access Easement in the form attached hereto as Exhibit 3
<input checked="" type="checkbox"/>	Temporary Construction Easement in the form attached hereto as Exhibit 4
<input checked="" type="checkbox"/>	Engineering Design showing above ground appurtenances attached hereto as Exhibit 5
Order Check for \$ 66,575.00	Payable to: H.C. Peck and Associates as escrow agent for Don Anderson, Inc.
North Weld County Water District	
By: _____	By: _____ Donald C. Anderson, President Date: _____
Name: _____	
Title: _____	

PE-10, PAE-10, and TE-10
Don Anderson, Inc.



Looking west from Weld County Road 33

Contractor to protect fencing and restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.

Looking west from Weld County Road 33

Contractor to restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking south adjacent to WCR 33.

Contractor to remove and replace concrete ditch adjacent to WCR 33 in kind.



PE-10, PAE-10, and TE-10
Don Anderson, Inc.



Looking west from house.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.

Contractor to remove and replace concrete ditch adjacent to WCR 72 in kind.

Looking west from house & south of WCR 72.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking east south of WCR 72.

Contractor to avoid irrigation pond and earthen berm.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



EXHIBIT 2

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “Grantee” or “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described as Northeast Quarter (NE¼) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) 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 perpetual easement (the “Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Easement Area”).

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

- (a) Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) buried water pipeline, and all necessary subsurface and one (1) surface appurtenances for the transportation of water and the operation and control of water facilities (the “Improvements”) including; supporting pipelines located within the Easement Area under ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District’s activities and facilities related to the Improvements on the Easement Area, after advanced written notice to Grantor

EXHIBIT 2

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of the permanent accesses depicted on Exhibit A;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area;
- (c) The right to grade the Easement Area to the same grade as was prior to construction to insure the working of the pivot irrigation of the farm fields; will not bring any soil onto the Property, without first seeking the permission of Grantor Any excess soil from the Property shall be retained on site to be used by Grantor for their continued use. Execution of this agreement provide authorization for the District to bring in bedding material to surround and encapsulate the pipe, which includes sand, pee gravel, or other similar materials, said materials will be a minimum of 24 – inches below the surface.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property; and
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, , use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required, with advance written con sent of Grantor and the execution of a temporary construction easement with payment of additional compensation; provided, however that such activities shall not interfere unreasonably with Grantor’s, its successors’ or assigns’ use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or

EXHIBIT 2

damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto or as close thereto as possible;
- (c) Restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area or as close thereto as possible;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District 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 the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or

EXHIBIT 2

the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of District; provided, however, the written consent of District shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each

EXHIBIT 2

crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (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 Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and 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.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Larimer County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with

EXHIBIT 2

the land.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns. The District or its successor or assigns shall record a release of this Agreement with forty-five (45) days of the abandonment.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (ii) **INDEMNIFICATION AND DAMAGES**. Notwithstanding anything herein to the contrary, to the extent permitted by law, the District shall indemnify and hold Grantor harmless from and against any and all damages, injuries, and claims of every kind, except Grantor's willful misconduct, arising out of the exercise of any rights granted hereunder, including, without limitation, those based upon assertions of acts and omissions of any contractor, subcontractor, workman or other entity or person on the Property by reason of this Agreement.

The District agrees to pay Grantor for any and all additional actual physical damages to the Property which were not already paid to Grantor and occasioned by any additional repair.

[Remainder of page intentionally left blank]

EXHIBIT 2

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

GRANTOR:
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Donald C. Anderson, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Donald C. Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 2

THE DISTRICT:

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

By _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Tad Stout, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 3

ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

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 being the Northeast Quarter (NE¼) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) 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 perpetual easement (the “Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference (the “Easement Area”).

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

- (a) Access, maintenance, ingress and egress including emergency and service vehicles together with the right to survey, construct, reconstruct, replace, maintain, modify, inspect, operate, and use of an access road on the Grantor’s property.

The Grantor(s) shall not remove any material from the surface of the Easement or stockpile materials on the Easement. The Grantor shall not construct improvements which will in any way interfere with the Grantee’s use of the Easement. Grantee shall be permitted to remove trees, vegetation, structures and other obstacles that impede the Grantee’s use and enjoyment of the Easement. Grantee shall be permitted but not required to modify the surface, grade, add or remove fill and excavate any part of the Easement as may be required or necessary for Grantee to exercise its rights herein granted.

The Grantor(s) reserve(s) the right to use the Easement for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee’s facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) shall include the right to use the land for public or private road, and any other lawful use which will not interfere with Grantee’s rights or facilities.

In the case of permanent abandonment of said Easement by Grantee, Grantee shall give written notice to Grantor(s) of its intent to abandon said Easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, and property placed on said Easement; and for these purposes, all property placed by Grantee within said Easement shall be deemed to have remained personal property;

EXHIBIT 3

and upon the failure of Grantee to remove all of said property within said six-month period, then all of said property shall become the sole and separate property of the Grantor(s), its heirs, successors and assigns, and the Grantor(s) its heirs, successors and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of Easement herein contained or any right or privilege attaching to the herein described grant of Easement.

Signed and delivered this ____ day of _____, 2022.

GRANTOR
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation.**

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

By _____
Gene Stille, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Gene Stille, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PAE-10

Those portions of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Six North (T.6N.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described in Parcels as follows:

PARCEL 1

COMMENCING at the North Quarter Corner of Section 10 and assuming the Northerly line of the Northeast Quarter of said Section 10 as bearing North 89°33'32" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2689.10 feet with all other bearings contained herein relative thereto;

THENCE North 89°33'32" East along said Northerly line of the Northeast Quarter of Section 10 a distance of 238.22 feet;

THENCE leaving said Northerly line South 00°20'27" East distance of 30.00 feet to the Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 40.00 feet;

THENCE leaving said Southerly right-of-way line South 00°20'27" East a distance of 15.63 feet to the **POINT OF BEGINNING**;

THENCE North 88°45'30" East a distance of 458.69 feet;

THENCE North 00°00'00" East a distance of 9.23 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 15.00 feet;

THENCE leaving said Southerly right-of-way line South 00°00'00" East a distance of 30.90 feet to point hereinafter referred to as Point "A";

THENCE South 60°16'38" West a distance of 17.04 feet;

THENCE South 88°45'30" West a distance of 458.72 feet;

THENCE North 00°20'27" West a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 14,285 Square Feet or 0.328 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.

PARCEL 2

COMMENCING at the above referenced in Parcel 1 Point "A";

THENCE North 60°16'38" East a distance of 19.69 feet;

THENCE North 88°18'58" East a distance of 24.25 feet;

THENCE North 01°41'02" West a distance of 20.74 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 1,046.46 feet;

THENCE leaving said Southerly right-of-way line South 00°00'00" East a distance of 145.87 feet;

THENCE South 81°53'43" East a distance of 234.60 feet;

THENCE North 85°42'11" East a distance of 323.74 feet to the **POINT OF BEGINNING**;

THENCE North 55°22'28" West a distance of 276.67 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 75.00 feet;

THENCE leaving said Southerly right-of-way line South 50°14'55" East a distance of 242.76 feet;

THENCE South 85°42'11" West a distance of 34.06 feet to the **POINT OF BEGINNING**

Said described parcel of land contains 8,835 Square Feet or 0.203 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, Vladislav D. Skrejev, 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.



Vladislav D. Skrejev- On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38705

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

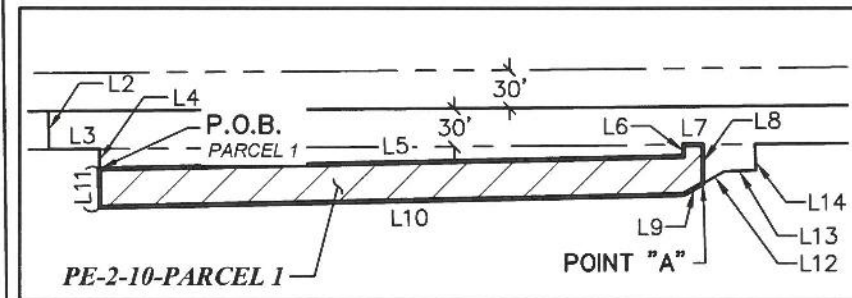
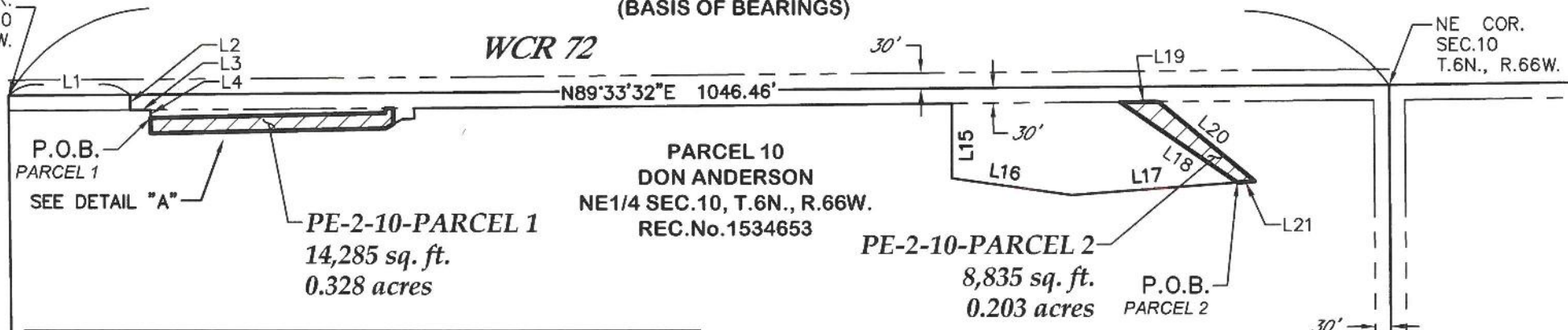


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20170945-B
 DATE: 3/24/2022
 CLIENT: NWCWD
 DWG: 20170945-B_PAE-10
 DRAWN: VDS CHECKED: DBD

P.O.C.
 N 1/4 COR.
 SEC.10
 T.6N., R.66W.

N89°33'32"E 2,689.10'
 (BASIS OF BEARINGS)



DETAIL "A"
 SCALE 1" = 150'

PARCEL 10
 DON ANDERSON
 NE1/4 SEC.10, T.6N., R.66W.
 REC.No.1534653

PE-2-10-PARCEL 1
 14,285 sq. ft.
 0.328 acres

PE-2-10-PARCEL 2
 8,835 sq. ft.
 0.203 acres

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L2	S00°20'27"E	30.00'
L3	N89°33'32"E	40.00'
L4	S00°20'27"E	15.63'
L5	N88°45'30"E	458.69'
L6	N00°00'00"E	9.23'
L7	N89°33'32"E	15.00'
L8	S00°00'00"E	30.90'
L9	S60°16'38"W	17.04'
L10	S88°45'30"W	458.72'
L11	N00°20'27"W	30.00'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N60°16'38"E	19.69'
L13	N88°18'58"E	24.25'
L14	N01°41'02"W	20.74'
L15	S00°00'00"E	145.87'
L16	S81°53'43"E	234.60'
L17	N85°42'11"E	323.74'
L18	N55°22'28"W	276.67'
L19	N89°33'32"E	75.00'
L20	S50°14'55"E	242.76'
L21	S85°42'11"W	34.06'



Vladislav D. Skrejev - On Behalf Of King Surveyors
 Colorado Licensed Professional
 Land Surveyor #38705

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 hereon. (13-80-105 C.R.S. 2012)

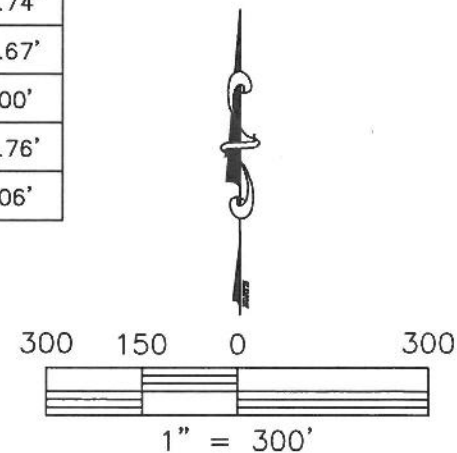


EXHIBIT 4

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 (“Effective Date”), by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described as Northeast Quarter (NE¼) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) 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 and depicted on Exhibit A 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 the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the “Improvements”), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District’s activities on the Temporary Easement Area;
- (c) Allowing the District’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.

EXHIBIT 4

4. Term. The Temporary Easement shall begin fifteen (15) days after Grantor receives written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year 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 one additional 12-month term. 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 four thousand three hundred eighty-six and 69/100 dollars (\$4,386.69) 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 the District. Grantor further grants to the District, its successors and permitted assigns:

- (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.
- (c) The right to temporarily grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposed set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Temporary Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not

EXHIBIT 4

intended to prohibit the development of the private property located adjacent to the Property.

- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Temporary Easement.

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

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements 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 the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District 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 the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District 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 the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

EXHIBIT 4

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District'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 the District'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, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District 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 the District's activities related to the Improvements.

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.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of

EXHIBIT 4

Larimer County.

- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Temporary Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Temporary Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

EXHIBIT 4

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

GRANTOR:
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 4

DISTRICT:

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

By _____
Gene Stille, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Gene Stille, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

TE-10

Those portions of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Six North (T.6N.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described in Parcels as follows:

PARCEL 1

COMMENCING at the North Quarter Corner of Section 10 and assuming the Northerly line of the Northeast Quarter of said Section 10 as bearing North 89°33'32" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2689.10 feet with all other bearings contained herein relative thereto;

THENCE North 89°33'32" East along said Northerly line of the Northeast Quarter of Section 10 a distance of 238.22 feet;

THENCE leaving said Northerly line South 00°20'27" East distance of 114.92 feet to the **POINT OF BEGINNING**;

THENCE North 89°31'52" East a distance of 549.21 feet;

THENCE North 43°18'58" East a distance of 61.82 feet;

THENCE North 89°33'32" East a distance of 958.76 feet;

THENCE South 00°10'47" East a distance of 138.83 feet to a point hereinafter referred to as Point "A";

THENCE South 89°44'15" West a distance of 30.00 feet;

THENCE North 00°15'45" West a distance of 108.73 feet;

THENCE South 89°33'32" West a distance of 913.96 feet;

THENCE South 43°18'58" West a distance of 61.81 feet;

THENCE South 89°31'52" West a distance of 563.78 feet;

THENCE North 00°20'27" West a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 50,441 Square Feet or 1.158 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 2

COMMENCING at the above referenced in Parcel 1 Point "A";

THENCE South 81°53'43" East a distance of 50.06 feet;

THENCE North 00°00'00" East a distance of 40.40 feet to the **POINT OF BEGINNING**;

THENCE North 00°00'00" East a distance of 30.30 feet;

THENCE South 81°53'43" East a distance of 235.61 feet;

THENCE North 85°42'11" East a distance of 283.34 feet;

THENCE South 55°22'28" East a distance of 47.75 feet to a point hereinafter referred to as Point "B";

THENCE South 85°42'11" West a distance of 323.74 feet;

THENCE North 81°53'43" West a distance of 234.60 feet; to the **POINT OF BEGINNING**.

Said described parcel of land contains 16,159 Square Feet or 0.371 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 3

COMMENCING at the above referenced in Parcel 2 Point "B";

THENCE North 85°42'11" East a distance of 34.06 feet to the **POINT OF BEGINNING**;

THENCE North 50°14'55" West a distance of 42.66 feet;

THENCE North 85°33'10" East a distance of 49.52 feet;

THENCE South 89°58'27" East a distance of 12.54 feet;

THENCE South 00°00'12" West a distance of 29.87 feet to a point hereinafter referred to as Point "C";

THENCE North 89°59'20" West a distance of 12.53 feet;

THENCE South 85°42'11" West a distance of 16.63 feet to the **POINT OF BEGINNING**

Said described parcel of land contains 1,358 Square Feet or 0.031 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 4

COMMENCING at the above referenced in Parcel 3 Point "C";

THENCE South 89°59'20" East a distance of 130.00 feet;

THENCE North 00°00'00" West a distance of 14.59 feet;

THENCE South 89°59'48" East a distance of 72.92 feet to the Westerly right-of-way line of Weld County Road 33;

THENCE South 00°25'56" East along said Westerly right-of-way line a distance of 54.59 feet to the **POINT OF BEGINNING**;

THENCE South 00°25'56" East continuing along said Westerly right-of-way line a distance of 100.00 feet;

THENCE leaving said Westerly right-of-way line North 90°00'00" West a distance of 95.00 feet;

THENCE North 46°35'57" West a distance of 145.56 feet;

THENCE South 89°59'48" East a distance of 200.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 14,751 Square Feet or 0.339 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

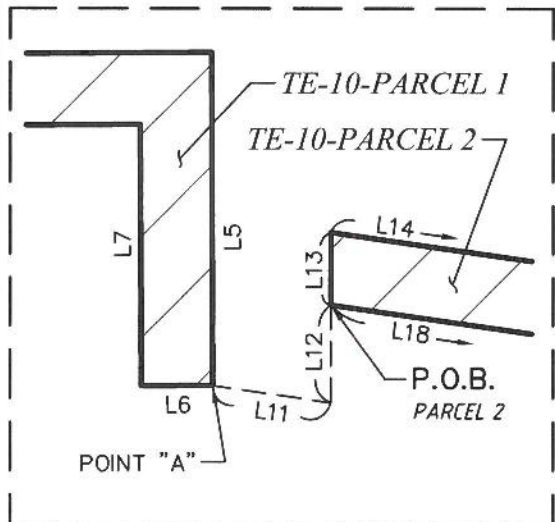
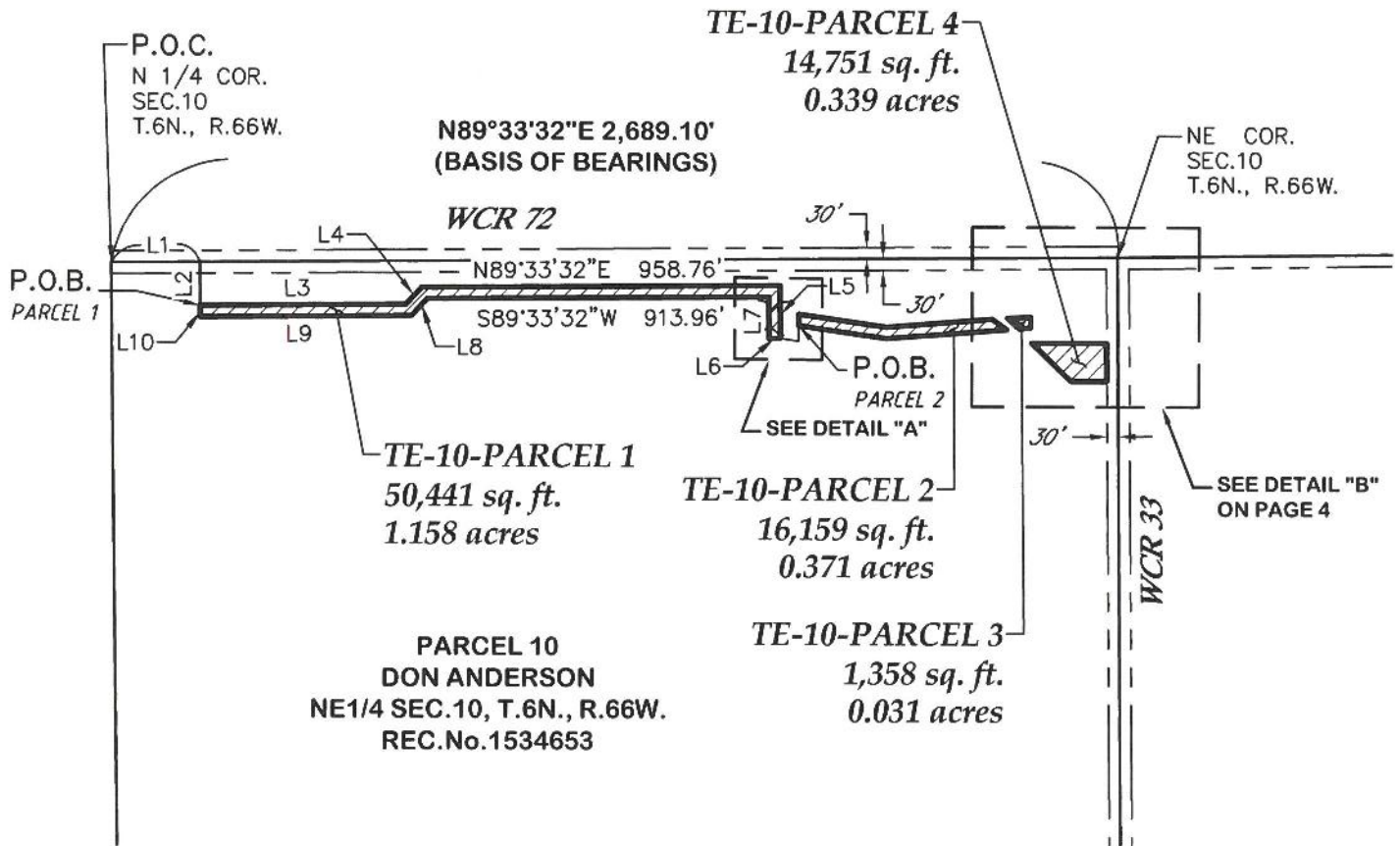
SURVEYORS STATEMENT

I, Vladislav D. Skrejev, 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.

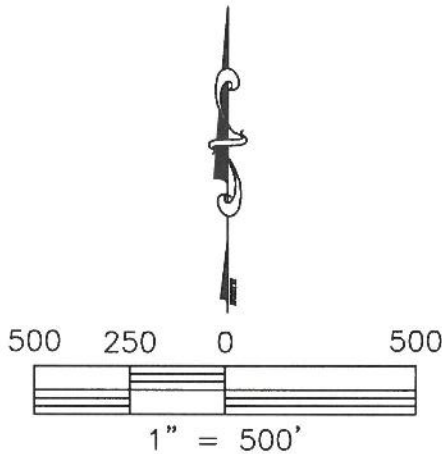


Vladislav D. Skrejev- On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38705

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



DETAIL "A"
SCALE 1" = 80'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L2	N00°20'27"W	114.92'
L3	N89°31'52"E	549.21'
L4	N43°18'58"E	61.82'
L5	S00°10'47"E	138.83'
L6	S89°44'15"W	30.00'
L7	N00°15'45"W	108.73'
L8	S43°18'58"W	61.81'
L9	S89°31'52"W	563.78'
L10	N00°20'27"W	30.00'
L11	S81°53'43"E	50.06'
L12	N00°00'00"E	40.40'
L13	N00°00'00"E	30.30'
L14	S81°53'43"E	235.61'
L18	N81°53'43"W	234.60'



Vladislav D. Skrejev - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38705

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.

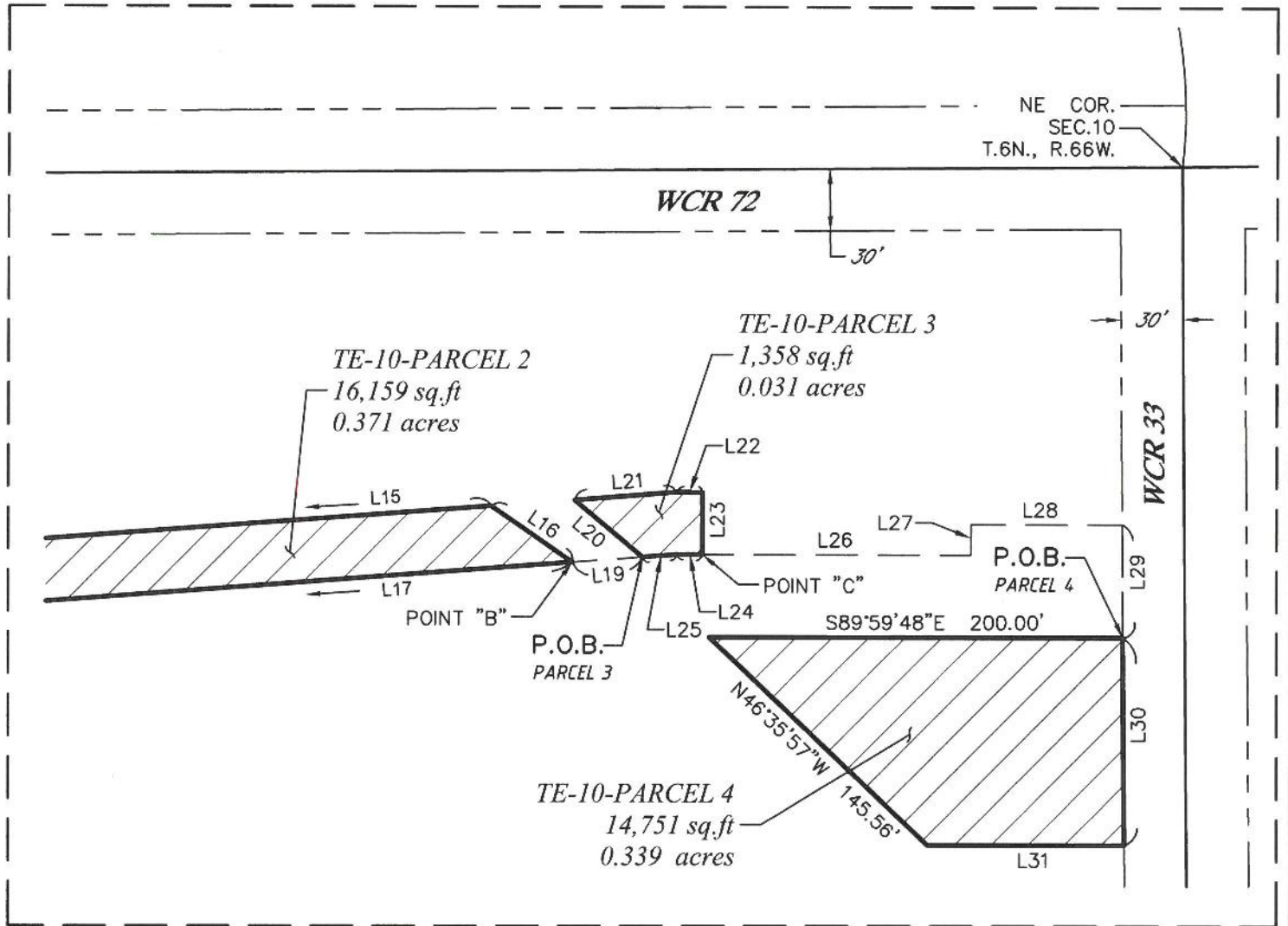
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown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



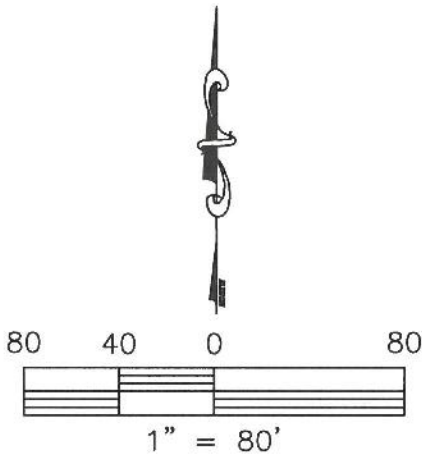
KING SURVEYORS

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

PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_TE-10
DRAWN: VDS CHECKED: DBD



DETAIL "B"
SCALE 1" = 80'



LINE TABLE		
LINE	BEARING	LENGTH
L15	N85°42'11"E	283.34'
L16	S55°22'28"E	47.75'
L17	S85°42'11"W	323.74'
L19	N85°42'11"E	34.06'
L20	N50°14'55"W	42.66'
L21	N85°33'10"E	49.52'
L22	S89°58'27"E	12.54'
L23	S00°00'12"W	29.87'

LINE TABLE		
LINE	BEARING	LENGTH
L24	N89°59'20"W	12.53'
L25	S85°42'11"W	16.63'
L26	S89°59'20"E	130.00'
L27	N00°00'00"W	14.59'
L28	S89°59'48"E	72.92'
L29	S00°25'56"E	54.59'
L30	S00°25'56"E	100.00'
L31	N90°00'00"W	95.00'



Vladislav D. Skrejev - On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38705

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 hereon. (13-80-105 C.R.S. 2012)



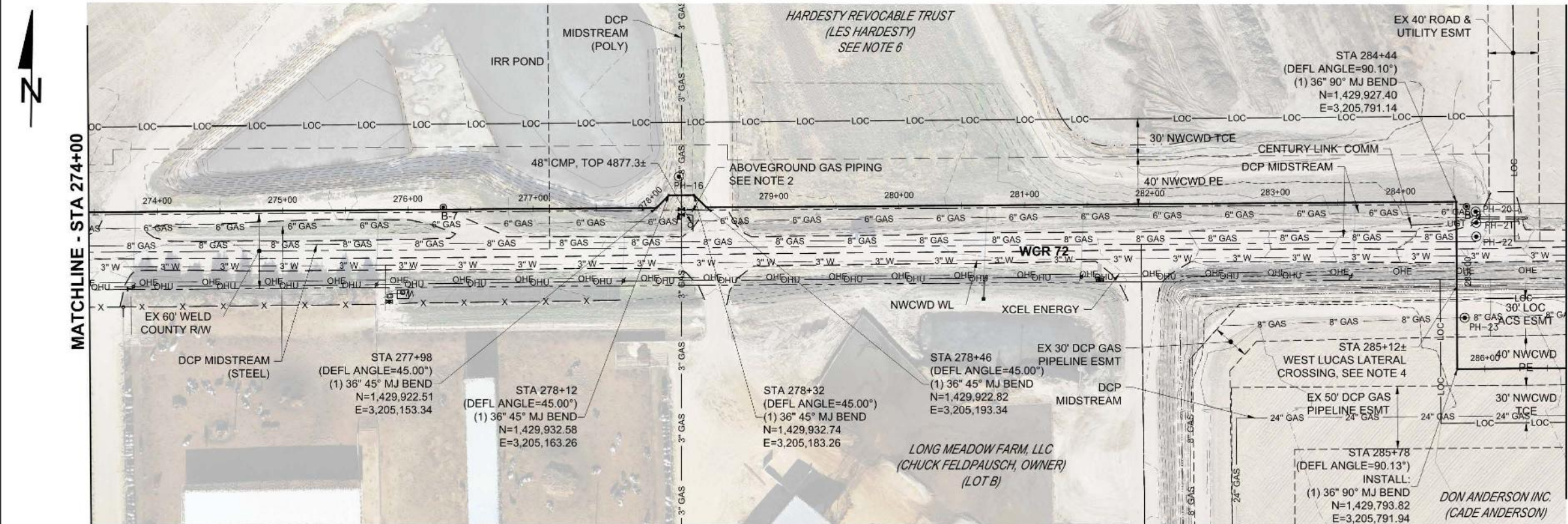
KING SURVEYORS

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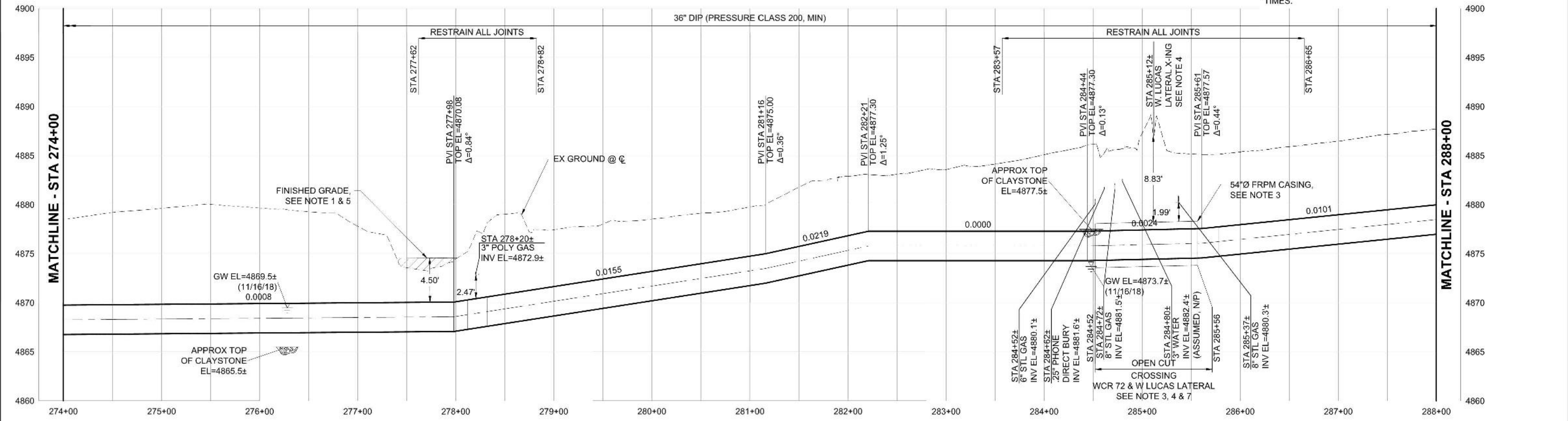
PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_TE-10
DRAWN: VDS CHECKED: DBD

PH #	STA	UTILITY TYPE	SIZE (IN)	MATERIAL	UTILITY OWNER	DEPTH TO T.O.P. (FT)
16	278+20	Gas	3.00	PVC	DCP	3.90
20	284+52	Gas	6.00	Steel	DCP	5.40
21	284+62	Gas	0.25	Direct Bury	Century Link	3.20
22	284+72	Gas	8.00	Steel	DCP	3.40
23	285+37	Gas	8.00	Steel	DCP	4.30

- NOTES:**
- BACKFILL (COVER) OVER THE TOP OF THE WATERLINE SHALL BE REDUCED TO 4.5-FT., AS SHOWN IN THE PROFILE. THE SLOPE OF THE FINAL GRADE SHALL NOT EXCEED THAT OF THE EXISTING EMBANKMENT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL PROVIDE A PRE- AND POST-CONSTRUCTION TOPOGRAPHICAL SURVEY TO QUANTIFY THE VOLUME OF STORAGE LOST IN THE POND DUE TO BACKFILLING, AND DREDGE THE POND TO REGAIN THIS VOLUME. FOR BIDDING PURPOSES, ASSUME 86 CY OF DREDGING WILL BE REQUIRED FROM THE POND, AND THAT THIS MATERIAL WILL NOT BE SUITABLE FOR BACKFILL.
 - MAINTAIN MINIMUM 12-FT CLEARANCE AROUND ABOVEGROUND GAS PIPING.
 - REFER TO SECTION 33 05 07 FOR FRPM CASING PIPE REQUIREMENTS. SIX FEET MIN. COVER REQUIRED BENEATH ROADWAY. BACKFILL WITH FLOWFILL, PER WELD COUNTY REQUIREMENTS.
 - COORDINATE CONCRETE IRRIGATION DITCH LINER REPLACEMENT WITH CAN-DO CONCRETE CONSTRUCTION (GREELEY, CO.) (970) 352-8021. BACKFILL WITH FLOWFILL, SAME AS THE ADJACENT COUNTY ROAD. EMBANKMENT FOR LATERAL DITCH RESTORATION SHALL BE COMPACTED TO 95% RELATIVE COMPACTION PER SECTION 31 23 35. CONTRACTOR SHALL VERIFY CROSSING AGREEMENT WITH THE LARIMER WELD IRRIGATION COMPANY HAS BEEN FULLY-EXECUTED WITH NWCWD PRIOR TO CROSSING THE LUCAS LATERAL(S).
 - REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
 - LANDOWNER REQUIRES TRENCH TO BE "WATER-PACKED," PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVIATED, OR REMOVED.
 - CONTRACTOR SHALL OBTAIN R/W PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.



PLAN
SCALE: 1"=50'

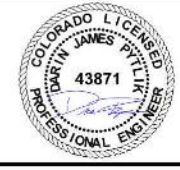
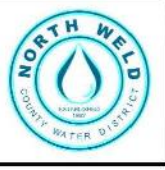


PROFILE
SCALE: 1"=50'H; 1"=5'V

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com

FINAL-FOR-BID
NOT FOR CONSTRUCTION
06/24/2022

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

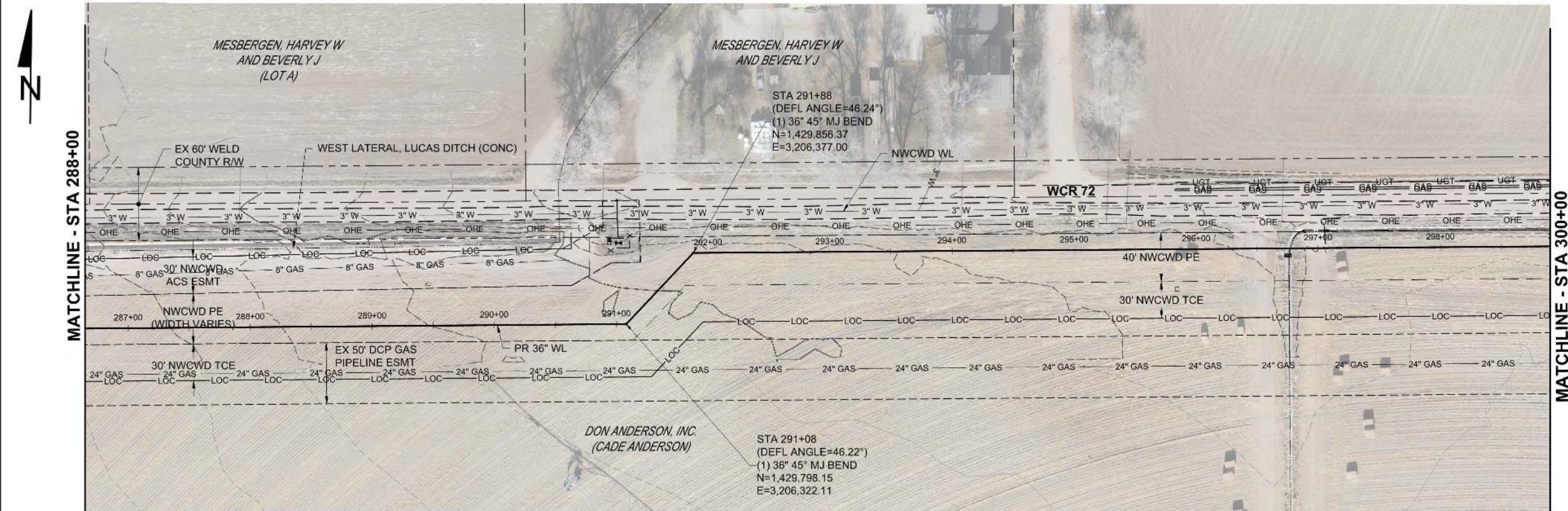


VERIFY SCALE
BASED ON: FIELD OR ORIGINAL DRAWING
IF NOT ONE HERE ON THIS SHEET, ANALYZE SCALE AS APPROPRIATE

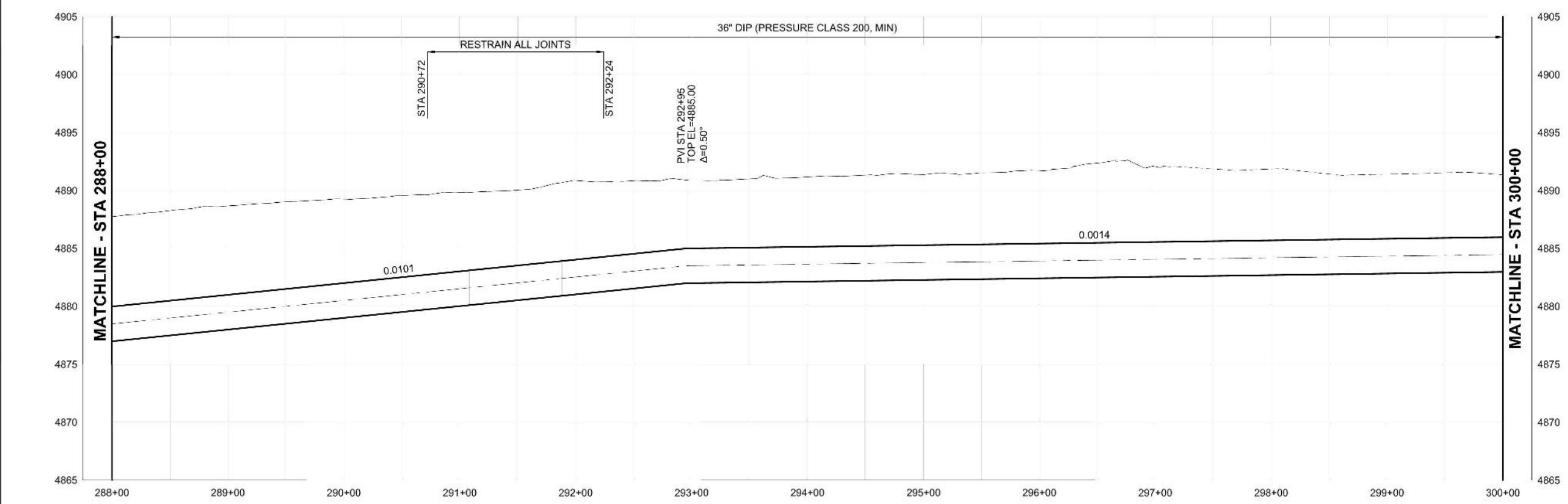
NORTH WELD COUNTY
WATER DISTRICT
EATON PIPELINE PROJECT
(PHASE 2)

PLAN AND PROFILE - WATERLINE
STA 274+00 TO STA 288+00

PROJECT: 171016.16-141-020
DRAWN BY: A. JIMENEZ
DESIGNER: D. COWING
APPROVED BY: D. PYTLIK
SHEET: 11 OF 17
DRAWING: C-227



PLAN
SCALE: 1"=50'



PROFILE
SCALE: 1"=50'H; 1"=5'V

NOTE:
1. REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.

DATE: Jun 24, 2022 3:15pm
DWS: S220 Project 171016 12/24/2022 SHEETS/C-C-228.dwg USER: ajimenez

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06/24/2022

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



VERIFY SCALE
BASED ON: FIELD OR ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ANALYZE SCALE AS ACCORDINGLY

NORTH WELD COUNTY
WATER DISTRICT
EATON PIPELINE PROJECT
(PHASE 2)

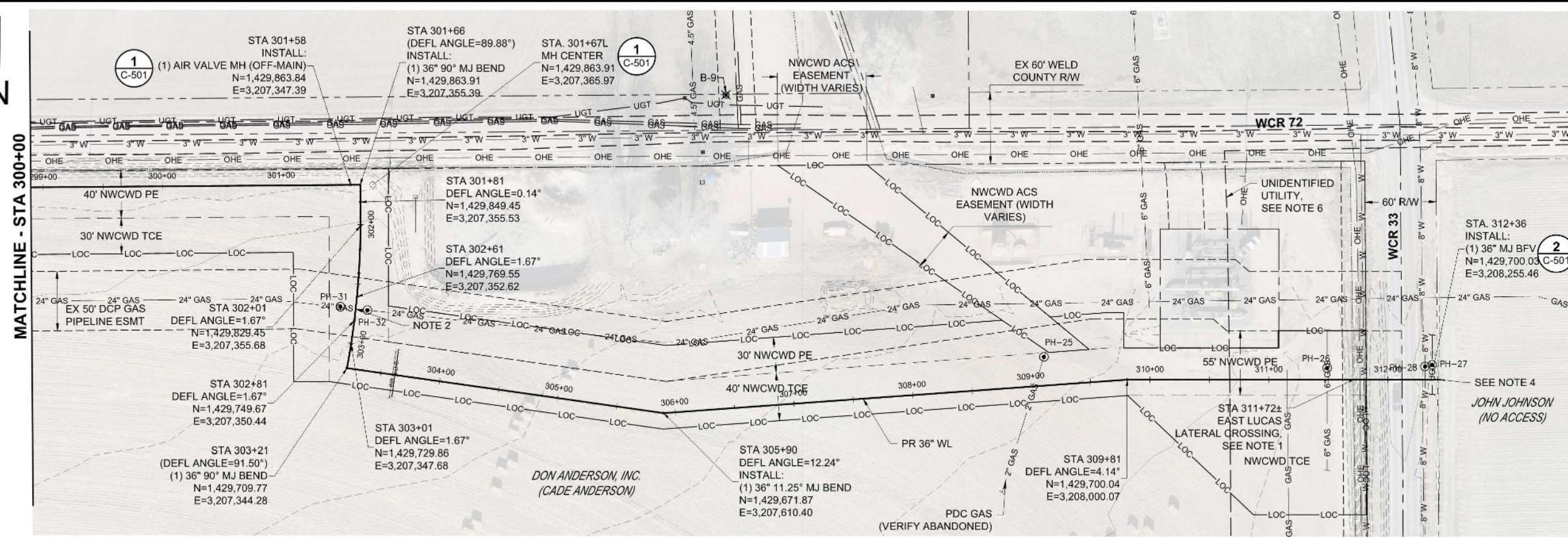
PLAN AND PROFILE - WATERLINE
STA 288+00 TO STA 300+00

PROJECT: 171016.16-141-020
DRAWN BY: A. JIMENEZ
DESIGNER: D. COWING
APPROVED BY: D. PYTLIK
SHEET: 12 OF 17
DRAWING: C-228

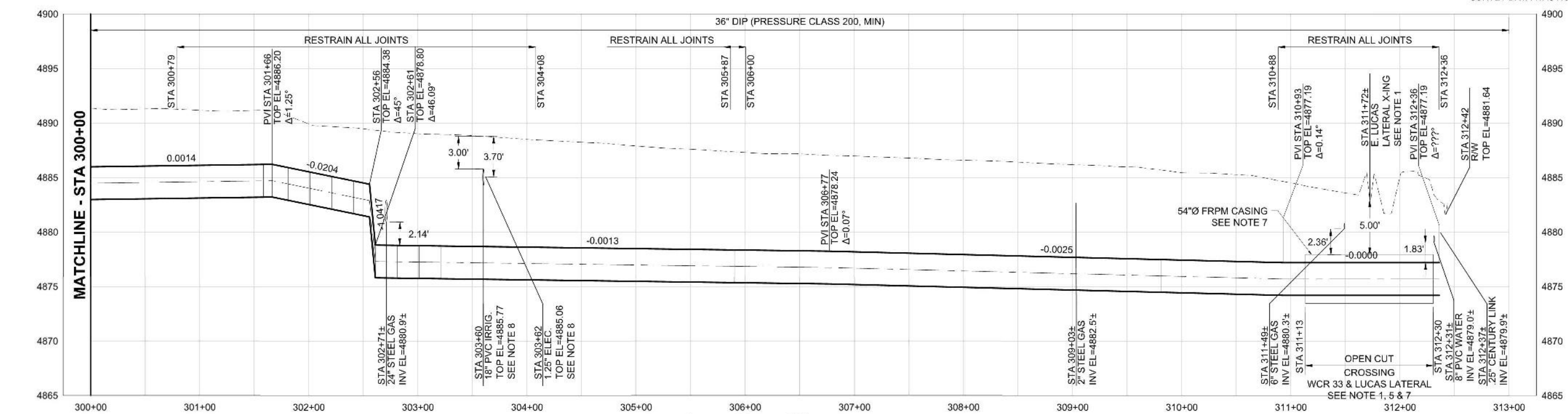
PH #	STA	UTILITY TYPE	SIZE (IN)	MATERIAL	UTILITY OWNER	DEPTH TO T.O.P. (FT)
25	309+03	Gas	2.00	Steel	PDC	3.50
26	311+49	Gas	6.00	Steel	DCP	2.80
27	312+37	Phone	0.25	Direct Bury	Century Link	2.80
28	312+31	Water	8.00	PVC	NWCWD	3.70
31	302+71	Gas	24.00	Steel	DCP	6.40
32	302+71	Gas	24.00	Steel	DCP	6.20

NOTES:

- COORDINATE CONCRETE IRRIGATION DITCH LINER REPLACEMENT WITH CAN-DO CONCRETE CONSTRUCTION (GREELEY, CO.); (970) 352-8021. BACKFILL WITH FLOWFILL. SAME AS THE ADJACENT COUNTY ROAD. EMBANKMENT FOR LATERAL DITCH RESTORATION SHALL BE COMPACTED TO 95% RELATIVE COMPACTION PER SECTION 31 32 35. CONTRACTOR SHALL VERIFY CROSSING AGREEMENT WITH THE LARIMER WELD IRRIGATION COMPANY HAS BEEN FULLY EXECUTED WITH NWCWD PRIOR TO CROSSING THE LUCAS LATERAL(S).
- THE 36" WATERLINE SHALL BE INSTALLED TO CROSS THE 24" DCP GAS LINE PERPENDICULARLY, WITH A 20-FOOT STICK OF PIPE CENTERED AT THE CROSSING LOCATION. DEFLECT JOINTS EQUALLY (±1.67") BETWEEN STA 302+01 AND STA 303+01.
- REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
- CONTRACTOR TO INSTALL SHEET PILING TO PROTECT EXISTING CONCRETE DITCH DURING INSTALLATION OF 36-INCH BFV AND TIE-IN TO EXISTING 8-INCH WATERLINE. NO ACCESS ALLOWED ON JOHN JOHNSON PROPERTY.
- CONTRACTOR SHALL OBTAIN R/W PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.
- SIZE, LOCATION AND DEPTH UNKNOWN. CONTRACTOR TO VERIFY.
- REFER TO SECTION 33 05 07 FOR FRPM CASING PIPE REQUIREMENTS. SIX FEET MIN. COVER REQUIRED BENEATH ROADWAY. BACKFILL WITH FLOWFILL. PER WELD COUNTY REQUIREMENTS.
- THE LOCATION OF THE PRIVATE 18-INCH IRRIGATION AND 1.25-INCH ELECTRICAL LINE SHOWN ON THE PLANS IS APPROXIMATE. THE DEPTHS OF THESE LINES WERE CONFIRMED WITH POTHOLING, THOUGH PRECISE SURVEY DATA WAS NOT OBTAINED.



PLAN
SCALE: 1"=50'

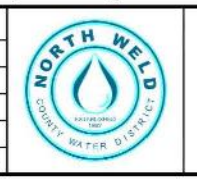


PROFILE
SCALE: 1"=50'H; 1"=5'V

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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



VERIFY SCALE
BASED ON: FIELD OR ORIGINAL DRAWING
IF NOT ONE FROM THIS SET IT SHALL BE ACCORDINGLY

NORTH WELD COUNTY
WATER DISTRICT
EATON PIPELINE PROJECT
(PHASE 2)

PLAN AND PROFILE - WATERLINE
STA 300+00 TO STA 312+36

PROJECT: 171016.16-141-020
DRAWN BY: A. JIMENEZ
DESIGNER: D. COWING
APPROVED BY: D. PYTLIK
SHEET: 13 OF 17
DRAWING: C-229

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into on the 6th day of September 2022, by and between the East Larimer County Water District and North Weld County Water District, quasi-municipal corporations and political subdivisions 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 NEWT 3 Pipeline 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 August 22, 2022, 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, 2025. 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
NEWT 3 Pipeline – Project 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 of such insurance.

**Agreement for Professional Service
NEWT 3 Pipeline – Project and Construction Management Services**

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 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.
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.

**Agreement for Professional Service
NEWT 3 Pipeline – Project and Construction Management Services**

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, 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

**Agreement for Professional Service
NEWT 3 Pipeline – Project and Construction Management Services**

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
NEWT 3 Pipeline – Project and Construction Management Services**

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

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

Signature _____

Name: _____

Title: _____

Date: _____

CONSULTANT: Ditesco LLC

Signature 

Name: KATH MEYER

Title: OWNER/MANAGER

Date: 9-6-2022

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

Signature _____

Name: _____

Title: _____

Date: _____

List of Exhibits:

- Exhibit A: CONSULTANT'S Proposal Letter of August 22, 2022
- Exhibit B: Insurance Requirements

Exhibit A

Consultant's Proposal



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

Delivery by email to:
Randy Siddens randys@elcower.org
Eric Reckentine ericr@nwcwd.org

August 3, 2022
Revised August 22, 2022

Mr. Randy Siddens, P.E.
District Engineer
East Larimer County Water District
232 South Link Lane
Fort Collins, Colorado 80522

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

RE: NEWT 3 – Project and Construction Management
Scope of Services Proposal

Dear Eric and Randy:

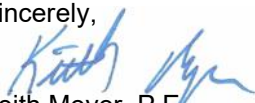
This scope of work proposal follows on our recent discussions regarding the referenced project. We are very excited for the opportunity to join your team and lead the project and construction management efforts for this critical infrastructure project.

We understand that North Weld County Water District (North Weld) and East Larimer County Water District (ELCO) have partnered on this project with North Weld owning 70% of the pipeline and ELCO owning 30%. The project will provide needed potable water to various portions of each water district. Currently, Providence Engineering has performed early work on route studies, environmental clearances and other permitting efforts. North Weld and ELCO have a distinct goal of having this pipeline under construction by spring of 2023 and complete by early to mid-2024.

Thank you for giving Ditesco the opportunity to provide PM/CM services for this project. We hope you find the services outlined herein on target and consistent with our discussions. We appreciate our continued relationship with the Districts!

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970.988.8605 and email keith.meyer@ditescoservices.com.

Sincerely,



Keith Meyer, P.E.

Enc. scope of services

Cc: Bill Renz, PE
file

Exhibit A

NEWT 3

Project and Construction Management

Project Understanding

North Weld County Water District (North Weld) and East Larimer County Water District (ELCO) have partnered on the NEWT 3 project with North Weld owning 70% of the pipeline and ELCO owning 30%. The project will provide needed potable water to various portions of each water district. Currently, Providence Engineering has performed early work on route studies, environmental clearances and other permitting efforts. North Weld and ELCO have a distinct goal of having this pipeline under construction by spring of 2023 and complete by early to mid-2024

According to the route study, the Districts selected the Larimer and Weld Canal Corridor (C-5) option to permit, design, and construct. The District's selection was based on Corridor C-5 having the highest potential to meet the District goals which include properly managing cost, reducing public impacts, avoiding or mitigating impacts to natural and cultural resources, and the ability to implement the project on a schedule that allows the Districts to meet their future water supply obligations. The pipeline is approximately 28,300 feet in length (5.4 miles) and is planned to be 42" welded steel pipe or ductile iron.

The services provided under this contract are generally expected to include project management, budget and schedule control, contract management, oversight and coordination with the design engineers and CMaR contractor. Coordination with all stakeholders and permitting management work are also expected. Lastly, we are anticipating detailed coordination with District staff throughout the design, permitting and construction process.

Task 1: Design and Permitting Management

- During this phase Ditesco will provide overall program and project management including budget management through creation and management of cost control worksheets. We will work to understand the overall budget for design, permitting, land acquisition and construction. Then, monitor the budget to these roll-up categories. Further, our team will work with the CMaR contractor to ensure proper cost estimating through the design phase and at specific deliverable milestones (typically 30, 60 and 90-100% complete drawings).
- We will create an overall program schedule to guide the NEWT 3 pipeline design and permitting efforts.
- On a monthly or more regular frequency we will create progress and budget reports to update the Districts on project progress.
- We will manage all design phases providing direction to the design team and the CMaR contractor. We will engage District staff on a regular basis to gain input to design and operational design decisions. Our team will manage the geotechnical investigation effort through a third-party engineering firm.
- We will hold bi-weekly design coordination meetings with the design consultants and District staff to ensure design schedules are maintained and required permitting submittals are met. We will maintain meeting minutes and action items for design team use. We will engage the CMaR contractor to attend these meetings as needed.
- We will assist in the creation and review of a risk register that outlines various design and construction risks.
- Our team will provide design review for 30, 60, and 90% complete plans providing constructability and design improvement comments.
- We will work with the CMaR contractor and engineering design consultants to package project elements in such a way that project delivery is phased appropriately for schedule and budget considerations. Early procurement packages may be needed to order pipe earlier to meet the desired schedule.

- Ditesco staff will work with District staff to ensure turnouts are designed appropriately and all metering and SCADA communications are taken into account. This work will endeavor to meet the District's operational needs along the corridor, at the Summitview Pump Station and ELCO metering/North Weld Tank location at WCR 13.
- Ditesco will work with District staff to ensure the budget and scope of the overall project is maintained.
- Our team will oversee and manage all permitting for the project including 1041 with both the City of Fort Collins and Larimer County; environmental clearances; floodplain use; Corp of Engineer's Nationwide program, railway crossing and right of way permitting.
- We will oversee and manage all land and easement acquisition through West States Land. This will include corridor mapping, appraisals, offers, negotiations and closings as necessary.
- Ditesco will develop both CMAr preconstruction and construction contracts for the Districts use. This is expected to be a professional services agreement for preconstruction and EJCDC documents for construction.
- We will work with the design team to develop a bid schedule that can be reasonably priced, verified and used throughout the construction management phase. We would expect this contract to be based on the CMAr delivery model, but unit price based.
- Ditesco staff will work with the design consultant to obtain the necessary geotechnical information for pipeline construction considerations and design issues such as augured/jacked bores, tunnels or other trenchless alternatives that may be needed at river, ditch or roadway crossings.

Task 2 – Preconstruction

- Our team will photograph existing site conditions to develop a baseline record of pre-existing conditions to provide documentation for protecting the Districts from damage claims. This will be done with standard photographic means and drone technology.

Task 3 – Construction Management

- The scope of services for management of the construction phase, including on-site inspection, will be prepared at a later date, closer to the time of construction.

Deliverables

- Deliverables will include full project documentation presented electronically including: transmittals, reports, meeting notes, drawings and other relevant information produced throughout the design phase. All documents will also be provided in an electronic form on external drives for the Districts use.

Schedule

The anticipated schedule for the design phase of NEWT3 is:

Design and Permitting Phase: August 2022 through spring 2023

Fee Estimate

Total: **\$205,363.00**

Work will be billed at the time and material rates shown in Exhibit B, not to exceed. All reimbursable expenses will be billed at direct cost, without markup, including subconsultants.

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

A	B	C	D	E	F	
Design Phase/Task Description	Person/Role				Task Total	Notes
	Keith Meyer Principal (hrs)	Bill Renz Project Manager (hrs)	Andrew West or TBD (hrs)	Leslie Bratner Admin (hrs)		
	\$185	\$152	\$115	\$68		
Task 1: Design and Permitting Management					\$199,718	
2.3 Contract Management - Design						
- Bi-Weekly Progress Meetings			73	24	\$24,718	assume meetings virtual or in Fort Collins area
- Weekly Engineer Coordination and Follow Up	194	49	97	0	\$54,529	routine coordination
- Budget Management/Cost Control Reports	16	0	0	0	\$2,960	cost control worksheet/program budget
- Schedule Control	16	0	8	0	\$3,880	P6 project schedule to manage design and construction
- District Staff Coordination/Meetings	24	0	16	0	\$6,280	internal SCFP staff meetings; board meetings; tech committee
- Risk Register	6	8	0	0	\$2,326	
- Contract Management (consultants)	24	0	0	16	\$5,528	
1.08 Review Plans/Specs/Cost Models						
- 30% Design	15	8	0	0	\$3,991	plan review/comments
- 60% Design	20	15	0	0	\$5,980	plan review/comments
- 90% Design	30	20	0	0	\$8,590	plan review/comments
1.09 Permitting						
- Land Acquisition (20 parcels)	20	0	0	0	\$3,700	
- 1041 Process	10	0	4	0	\$2,310	
- Floodplain Use	6	0	8	0	\$2,030	
- Corp of Engineers Nationwide	10	0	8	0	\$2,770	
- Environmental	8	0	4	0	\$1,940	
- Geotechnical	16	4	40	0	\$8,168	
- Railway	4	0	2	0	\$970	
- Right of way	2	4	4	0	\$1,438	
1.10 Bid Assistance						
- Contract (Precon and EJCDC) Establishment	24	18	16	4	\$9,288	CMaR selection
- Coordination with CMaR	97	20	0	0	\$21,022	weekly coordination with CMaR contractor
- CMaR Cost Review	30	60	10	0	\$15,820	weekly coordination with CMaR contractor
Task 2: Preconstruction						
1.05 Site Investigation	0	15	80	0	\$11,480	
Design and Permitting Phase Subtotal	646	229	370	44		
% Job Assignment	0.51	0.18	0.29	0.03		
Cost	\$119,418	\$34,747	\$42,562	\$2,992		
Reimbursable Costs (mileage, etc)					\$5,645	
Total Cost					\$205,363	

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 East Larimer 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
NEWT 3 Pipeline – Project 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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

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

PRODUCER AssuredPartners Colorado 2002 Caribou Dr #101 Fort Collins CO 80525	CONTACT NAME: Anthony Trujillo	
	PHONE (A/C. No. Ext): 970-530-1235	FAX (A/C. No.):
E-MAIL ADDRESS: anthony.trujillo@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Ditesco, LLC 2133 S. Timberline Rd Unit 110 Fort Collins CO 80525	INSURER A: Cincinnati Specialty Underwriters Insurance Compan	
	INSURER B: Cincinnati Insurance Company	
	INSURER C: The Hanover American Insurance Co.	
	INSURER D: Aspen American Ins. Co.	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 226020757

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CSU0141633	11/3/2021	11/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP 0556473	11/3/2021	11/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZ4-H087743-01	11/3/2021	11/3/2022	<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
D	Professional Liability			AAAE300049-02	11/3/2021	11/3/2022	Occ / Agg 2,000,000

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

If required by written contract, the following endorsements apply on a blanket basis:

General Liability:

CSGA405 (12/13) - Additional Insured - Owners Lessees or Contractor-Including Primary/Non-Contributory

CSGA4087 (12/12) - Waiver of Transfer of Rights of Recovery Against Others to Us

Commercial Auto Liability:

AA288 Additional Insured

AA288 Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

North Weld County Water District
 328725 Co Rd 39
 Lucerne CO 80646

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Colorado		NAMED INSURED Ditesco, LLC 2133 S. Timberline Rd Unit 110 Fort Collins CO 80525	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation:
 Waiver of Subrogation

Its offices, employees and agents are included as additional insureds per blanket conditions and forms for both General Liability and Automobile Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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PRODUCER AssuredPartners Colorado 2002 Caribou Dr #101 Fort Collins CO 80525	CONTACT NAME: Anthony Trujillo	
	PHONE (A/C. No. Ext): 970-530-1235	FAX (A/C. No):
E-MAIL ADDRESS: anthony.trujillo@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Ditesco, LLC 2133 S. Timberline Rd Unit 110 Fort Collins CO 80525	INSURER A: Cincinnati Specialty Underwriters Insurance Compan	
	INSURER B: Cincinnati Insurance Company	
	INSURER C: The Hanover American Insurance Co.	
	INSURER D: Aspen American Ins. Co.	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1400017576

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CSU0141633	11/3/2021	11/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP 0556473	11/3/2021	11/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WZ4-H087743-01	11/3/2021	11/3/2022	<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
D	Professional Liability			AAAE300049-02	11/3/2021	11/3/2022	Occ / Agg 2,000,000

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

If required by written contract, the following endorsements apply on a blanket basis:

General Liability:

CSGA405 (12/13) - Additional Insured - Owners Lessees or Contractor-Including Primary/Non-Contributory

CSGA4087 (12/12) - Waiver of Transfer of Rights of Recovery Against Others to Us

Commercial Auto Liability:

AA288 Additional Insured

AA288 Waiver of Subrogation

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

East Larimer County Water District
 232 South Link Ln
 Fort Collins CO 80522
 USA

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Colorado		NAMED INSURED Ditesco, LLC 2133 S. Timberline Rd Unit 110 Fort Collins CO 80525	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation:
Waiver of Subrogation

Its offices, employees and agents are included as additional insureds per blanket conditions and forms for both General Liability and Automobile Liability.

Project NEWT 3 Project and Construction Management



Stantec Consulting Services Inc.
3325 South Timberline Rd. Fort Collins, CO 80525

August 31, 2022

Attention: Eric Reckentine, District Manager

North Weld County Water District
32825 County Rd 39
Lucerne, CO 90646

Dear Eric,

Reference: North Weld County Water District Regional Master Plan

The North Weld County Water District (NWCWD or District) requested Stantec Consulting Services (Stantec) to provide a scope of work to prepare a Regional Water Master Plan to assist NWCWD in determining the capacity of the District's water system, the ability to provide water to Towns served by the District, and how to distribute the allocation of available water resources equitably.

NWCWD provides water to unincorporated portions of the District's service area as well as the towns of Ault, Eaton, Galetton, Gill, Lucerne, Nunn, Pierce, Severance, Windsor, and the Northern Colorado Water Association. Growth within the District's service area within the last few years has significantly increased compared to previous historical growth. For example, the District sold 50 new connections in 2015 compared to 500 new connections in 2019. NWCWD is supplied by the Soldier Canyon Filter Plant (SCFP), which has a capacity of 60 million gallons per day (MGD) and serves the Fort Collins-Loveland Water District, NWCWD, and East Larimer County Water District (ELCO). The District owns 40% of the SCFP capacity or 23.6 MGD. Based upon anticipated growth rates in the area the SCFP is expected to reach capacity between 2025 and 2028.

Prior to preparing this scope of work, Stantec briefly reviewed several documents as well as an InfoWater water distribution system hydraulic model provided by NWCWD and had scoping meetings with NWCWD staff on March 22, 2022, June 2, 2022, and June 28, 2022. In addition, Stantec attended a meeting with NWCWD and the town of Eaton on June 2, 2022, the town of Windsor on June 2, 2022, the town of Ault on June 28, 2022, the town of Nunn on June 29, 2022, the town of Timnath on July 6, 2022, the town of Pierce on July 7, 2022, the town of Severance on July 7, 2022, and Northern Colorado Water Association on July 13, 2022.

Based upon the review of previous documents and the hydraulic model, along with information gathered at scoping meetings and meetings with towns, Stantec understands NWCWD has requested a scope for the following services:

- Update the hydraulic model by backchecking pipe diameter, elevations, lengths, pipe materials, elevations, and accuracy against new geographic information system (GIS) data.
- Update the hydraulic model with new flow control valve, PRV set points, etc.

Reference: **North Weld County Water District Regional Master Plan**

- Develop a hydrant-testing plan and assist with field testing activities to obtain information to calibrate the updated hydraulic model.
- Develop an extended period simulation (EPS) model, if needed and depending upon the steady state calibration results.
- Work with NWCWD and towns supplied by NWCWD to develop future demand scenarios that represent implementation of the Districts demand-reduction policies.
- Work with NWCWD to develop growth scenarios to include within the hydraulic model.
- Use the updated and calibrated hydraulic model to evaluate the existing system, as well as future growth scenarios, to identify system deficiencies. Use the model to determine the number of new connections that can be sold each year, evaluate the impact of installing flow control devices on services to dairy farms to limit peak flows to the farms, and evaluate the effectiveness of interconnects with the Cities of Fort Collins and Greeley to supplement peak flows. The identified existing and future water system constraints, along with the desired level of service criteria, will be utilized to update and develop new improvement alternatives for the existing and future systems as necessary.
- Proposed improvement alternatives will be organized into a phased Capital Improvement Program (CIP) for each planning year. Capital improvement program inputs will be prepared for NWCWD – indicating the triggers for each improvement. These inputs will detail the purpose, scope, and cost for each structural and non-structural improvement.

Thank you for the opportunity to work with you on this project. If you have any questions regarding this proposal, please call or email me.

Regards,



David Wiggins PE
Senior Civil Water Engineer
Phone: 970-449-8601
David.Wiggins@stantec.com

Attachment : Scope of Work and Fee Estimate



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective September 12, 2022 (the "Agreement Date") by and between:

"Client"

Name: North Weld County Water District
Address: 32825 Co Rd 39, Lucerne, CO 80646
Phone: 970-356-3020
Representative: Eric Reckentine, District Manager Email: ericr@nwcd.org

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3325 S. Timberline Rd, 2nd Floor, Fort Collins, CO 80525
Phone: 970-482-5922
Representative: David Wiggins, Senior Civil Water Engineer Email: david.wiggins@stantec.com

Project Name (the "Project"):

North Weld County Water District Regional Master Plan

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.



STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs



necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.



Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.



PROFESSIONAL SERVICES AGREEMENT

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

North Weld County Water District

Stantec Consulting Services Inc.

Eric Reckentine, District Manager.
Print Name and Title

David Wiggins, Senior Civil Water Engineer
Print Name and Title

Signature _____

Signature _____

Print Name and Title

Pamela Massaro, Principal
Print Name and Title

Signature _____

Signature _____



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

North Weld County Water District

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: September 12, 2022

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services: Regional Water Master Plan

Task 100

Project Management and Communication

This task will successfully initiate the project (discuss system issues, review and finalize administrative procedures, review and confirm scope and schedule, collect and confirm project data inputs) and provide ongoing project management (work planning, resource management, project control, project reporting and communication) support.

Subtask 100.1

Kick-off Meeting

Stantec will arrange a kick-off-up meeting involving key project team members and North Weld County Water District staff involved in the Regional Water Master Plan (District). Deliverables will include meeting minutes and a digital Project Implementation Manual detailing the approach to be followed for the duration of the project. Stantec and the District will finalize the project scope and arrange for the finalization of the contract document.

Subtask 100.2

Project Management

Stantec's project manager will simultaneously manage the four basic project elements: resources (people, equipment, and material), time (task durations, dependencies, critical path, and overall schedule), money (task and activity costs, budget adherence, and contingencies), and most importantly, scope (level of project detail, goals, and requirements). All these elements are interrelated and must be managed effectively.

Subtask 100.3

Meetings

It is anticipated monthly 60-minute telephone conference calls will be held to keep the District updated on the progress of the project. The anticipated duration of the project is 12 months. Therefore, for budgeting purposes a total of 12 meetings are anticipated.

Subtask 100.4

Quality Control

This includes ongoing reviews throughout the project to ensure the conformance with the project requirements. Technical and Independent reviews will be completed on the Regional Water Master Plan deliverables.



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Task 200

Data Collection and System Characterization

This task includes providing the team with the data they will need to complete the Regional Water Master Plan.

Stantec will review information previously provided by the District and then prepare a Data Collection Request memorandum identifying the additional information needed to complete the Regional Water Master Plan. Separate data collection efforts will focus on physical and performance system data, water demand data from the District, as well as the towns supplied by the District, anecdotal knowledge, relevant GIS files associated with the District's water system, and current capital and operational costs.

This activity will include collecting base plans and mapping for existing facilities as well as future developments, system inventory and physical data, existing water demand statistics, previous growth projections and scenarios, previous performance data, interviews with District staff, collecting and reviewing District policies and service provision criteria, and relevant studies and reports. Stantec has already received a lot of this information from the District. The expected outcome will be a resource directory identifying the location and format of information and data available or needed to complete the Regional Water Master Plan Project, as well as a list of unresolvable data gaps and resulting assumptions.

Subtask 200.1

Data Collection

The effort will focus on obtaining information needed to complete the Regional Water Master Plan and include the following items:

1. Collect and review GIS data. Stantec will review and confirm the coverage of the data received. The coverage consists of whether the current data covers the entire District service area. Stantec will compare the coverage against the InfoWater hydraulic model provided by Providence Infrastructure Consultants (PIC).
2. Based on the outcome of the review, if the coverage does not consist of the entire service area, Stantec will provide that feedback back to the District. Additionally, the lack of coverage will be a variable used in the development of the model.
3. Collect and process hardcopy prints for facilities (Wells, Storage, Treatment Plants, and Pumping Stations).
4. Collect and review 2022 water meter billing data.
5. Collect and summarize any outstanding available studies, reports, planning data and other background information.
6. Information from the District's data logger at bulk fill station in Zone 6.

Subtask 200.2

System Characterization

This task documents and provides an understanding of the existing system and the various water infrastructure components within it. In addition, it summarizes the results of Stantec's review of the collected data referenced in this task. Within the System Characterization chapter of the Regional Water System Master Plan, supply, treatment, pumping and storage facilities will be documented along with the number of pressure zones (including service elevations), distribution system piping, number of meters, and number of hydrants. Most of this information was previously included in the 30-Year Master Plan completed in 2019 but will be reviewed, revised, and included in the Regional Water Master Plan for completeness.

Documentation of the above items will include the capacity and/or size of each item and when it was installed. For the distribution system, a System Piping Statistics table will be created to show the length of piping within the system broken down by diameter, and pipe material. Another table will be created to show the distribution system piping broken down by year of installation. In addition to the tables, figures will be created to show the distribution of pipe materials within the system, age of system pipes, and backbone mains (10" and greater).

Task 300

Population Growth and Water Demands

As previously mentioned, PIC provided a hydraulic model that included demands based upon 2021 billing information. Demands within the model were increased by 10% to represent unaccounted for water. Stantec will review 2021 production data to confirm the amount of unaccounted for water. Stantec will also review previous demand projections and work with



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the District to develop future demand projections based upon full implementation, or possibly partial implementation, of the District's demand reduction strategy. Meetings have already been held with the Towns served by the District to obtain existing demand and future demands for each Town to include in development of the District's future demand and growth scenarios. Other than one additional meeting with all of the Towns to present the draft results of the Regional Water System Master Plan, no other meetings with the Towns are anticipated. The pressure zone and Town peaking factors provided within the 30-Year Master Plan will be reviewed and updated. The systemwide revisions to the peaking factors mentioned in the 2020 Constrained CIP will be reviewed and revised. The outcome of this task will be a technical memorandum documenting the existing and future demands for the District and the Towns served by the District, including the peaking factors to be used for the Towns, the District's pressure zones, and the overall system. It is anticipated demands will be developed for the planning years 2025, 2030, and 2040. These planning years will be adjusted based upon input for District.

Task 400 Model Update and Calibration

This task involves reviewing, updating, and calibrating the InfoWater model received from PIC.

Subtask 400.1 Verify Model with GIS

Stantec will update the hydraulic model by backchecking pipe diameter, elevations, lengths, materials elevations, and special accuracy against new geographic information system (GIS) data. Stantec will confirm the data of the last model topology update PIC. The information in the model will be spot checked against information in the NWCWD GIS. Stantec will review model versus GIS discrepancies with the District to confirm revisions needed in the model. Stantec anticipates up to 16 hours will be required to verify the model with the GIS.

Subtask 400.2 Infill Digital Mapping with Recent Developments

Stantec will confer with NWCWD staff to ensure all recently constructed water mains and system infrastructure is included within the model. It is assumed recently constructed infrastructure is included in the NWCWD GIS. This recent construction will be imported into the hydraulic model. To maintain consistency with the model provided by PIC, the new infrastructure will include service lines, hydrant laterals, and a model junction will be used to represent each water meter. It is anticipated that the level of effort associated with this activity will be relatively minimal (40 hours maximum), as the model was updated with 2021 demands by PIC. Stantec will review the amount of new development that needs to be incorporated into the hydraulic model and alert the District if the effort will require more than 40 hours.

The previously constructed model scenarios will be updated and include average day demand (ADD), maximum day demand (MDD), maximum day demand plus fire flow, and peak hour demand (PHD).

Subtask 400.3 Generation and Allocation of Water Demands

Demands associated with recently constructed improvements will be allocated using the same methodology that PIC used to update the model with 2021 demand information. A model node will be used to represent each water meter installed with the new development and demands associated with the meter will be imported into the model. In the event 12 months of data is not available for the meter, a typical usage for a meter of that size will be entered based upon the average usage for that meter type and size within NWCWC. Demands for future developments will be evenly distributed among the model nodes associated with that development. Nodes representing future meters will not be added to the model.

Demand datasets will be created within the model to include average day demand (ADD), maximum day demand (MDD), maximum day demand plus fire flow, and peak hour demand (PHD) for both existing conditions as well for planning years 2025, 2030, and 2040.

Subtask 400.4 Field Testing (Facility Data, System Pressures, and Hydrant Flow Tests)

Stantec will work with NWCWD staff to prepare a field-testing plan to conduct sufficient field measurements to characterize the current performance of the storage tanks, pump stations, pressure regulating valves, and distribution system piping. Strategic system pressure, pipe roughness tests, and hydrant flow measurements will be completed with NWCWD assistance. The field-testing plan will identify each field test to be performed, include a map of the test, identify the number and location of staff needed to complete the test, and list all of the information that needs to be recorded during the test. The locations of the eight hydrant pressure recorders deployed to validate the model for the 30-Year Master Plan will be reviewed



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and PIC will be contacted to discuss previous issues associated with model validation to minimize the occurrence of the same issues, if possible. Per May 25, 2022 meeting notes with NWCWD, PIC, and Stantec, Hazen-Williams "C" values as high as 170 were needed to validate the model and it was not possible to keep the tanks full in the east portion of the District during model validation. In addition, PIC indicated they were unsure if there was sufficient information to properly calibrate and use an extended period simulation (EPS) model. Stantec will also review information available from the NWCWD SCADA system to determine what information, such as pressure and flow from pumping station and tank levels, can be obtained from the SCADA system versus what information will need to be observed by staff in the field. It is assumed NWCWD staff will complete the tests with observation and input from Stantec staff. Stantec will provide up to two staff to assist in field testing. Based upon an initial review of the pressure zones it was estimated 23 to 28 hydrant flow tests would be performed, with a minimum of one hydrant flow test in each zone or subzone. The following table identifies the number of tests for each zone. Using an estimated time of 1.5 hours to set up and perform each hydrant flow test, it is assumed field testing will require 5 days to complete. However, after reviewing the hydraulic model there may not be sufficient hydrants located within the pressure zones to complete the desired amount of testing. Stantec will review hydrant locations and update the number of hydrant flow tests during preparation of the field-testing plan.

Table 1 Hydrant Flows Tests per Pressure Zone

Pressure Zone	# of Hydrant Tests
1	3-4
1A	2
2	2
2A and 2B	1-2
3	1
4	2
4A	1-2
5	2
5A	1
5G	1
6	2-3
6A	1
7	1-2
7A	1
7B	1
8	1
Total	23-28

Subtask 400.5

Model Calibration

Stantec will recreate the hydrant flow tests within the hydraulic model and use information from the hydrant pressure data loggers to attempt to calibrate the hydraulic model. The model results will then be compared to the field test results and a comparison of the results will be presented in tables with the report. Both model demands and Hazen-Williams "C" factors will be adjusted during model calibration. In some cases, if a closed valve in the vicinity of the hydrant flow test is suspected, a pipe will be closed within the model to represent the possible closed valve and the location will be documented and flagged for further field investigation, if possible.

Depending upon the comparison of model versus field testing results, additional field investigation and testing may be recommended to improve model calibration results.



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Additional field investigation activities could include closing system valves to confirm the size of the distribution system pipe. It is assumed up to one day of additional testing may be required.

There are no established calibration criteria for hydraulic modeling in the United States, rather there are published calibration guidelines. AWWA M32 indicates the calibration guidelines are as follows:

- HGL predicted by the model should be within 5 to 10 ft (2.2 to 4.3 psi) of that recorded in the field under the same demand conditions.
- Water level fluctuations predicted by the model should be within 3 to 6 ft (1.0 to 1.8 m) of those recorded in the field.
- Flow predicted by the model should be within 5 to 10 percent of flow recorded in the field.

AWWA M32 goes on to state "higher-accuracy" guideline for HGL of ± 5 ft (pressure of 2.2 psi) would typically be applied to models used for design and operations evaluations. The lower-accuracy guideline of ± 10 ft (pressure of 4.3 psi) would typically be applied to models used for long-range planning or for what is referred to in as master planning

Stantec will attempt to calibrate the model to the "higher-accuracy" guideline but cannot guarantee that model will be calibrated to that level. Models can be difficult to calibrate due to discrepancies between the model's representation of the distribution system and the actual distribution system. Reasons for these discrepancies include incorrect pipe diameters within the model, incorrect representation of the distribution piping configuration within the model, unknow closed or partially closed valves within the distribution system, and pipes that have a roughness significantly different than the roughness coefficient used in the model. Areas within the system where could not be calibrated to an acceptable level will be documented with recommendations on actions items to try to correct the discrepancy.

Depending upon the accuracy of the steady state model calibration, consideration could be given to revisiting the model to perform an Extended Period Simulation (EPS). As part of the model update, controls will be entered within the model to allow it to perform an EPS. However, a calibrated EPS model is excluded from the scope at this time. When prepared the field-testing plan consideration will be given to data required to calibrate and EPS model.

A technical memorandum will be prepared to document the update of hydraulic model, the completed field-testing results, a comparison of model versus field results, and calibration of the hydraulic model. The completed field test forms will be included as an appendix.

Task 500

Existing System Evaluation

This task includes conducting an assessment of the existing system using the calibrated hydraulic model in order to determine hydraulic capacity of the system under various demand conditions. In addition to evaluating the distribution system, the supply, treatment, storage, and pumping capacity of the water system will be evaluated. In general, as demands increase in the system bottlenecks and other shortcomings are revealed. The calibrated model will be used to examine the behavior of the existing system with respect to the desired levels of service. This behavior will be examined during maximum day demand, fire flow during maximum day demand, and peak hour demand. The existing system evaluation will be used to assist the District in understanding the capacity of the existing system and the ability of the system to accommodate growth within the Towns, as well as to equitably allocate the remaining available capacity. This task will include the following activities:

Subtask 500.1

Confirm Level of Service and Design Standards

Stantec will review the system performance criteria used in the 30-Year Master Plan and discuss with NWCWD staff. Consideration could be given to revising some of the performance criteria. For example, the District's current performance criteria requires a minimum pressure of 45 psi under peak hour demand conditions whereas the State of Colorado Design Criteria for Potable Water System requires the normal working pressure in a water distribution system to be a minimum pressure of 35 psi. A draft level of service statement will be forwarded to NWCWD staff for their input and confirmation, if needed. The level of service criteria will function as a standard with which to judge the performance of the existing system and future distribution systems, as well as the effectiveness of proposed improvement alternatives.



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Subtask 500.2

Analysis of Supply, Storage, and Booster Station Facilities

Stantec will compute the current reliable water supply for NWCWD and compare it to the needed water supply based upon the current production statistics for the Soldier Canyon Filter Plant (SCFP).

Stantec will review and confirm the adequacy of the current tank storage volumes compared to the District's Potable Water System Design Criteria. This was previously done for the 30-Year Maser Plan but will be updated based on 2021 demands.

The pumping capacity of booster and transfer stations will be compared to demand statistics within the pressure zone served by the pumping station to ensure the facilities are adequately sized. The evaluation will estimate the amount of remaining capacity in the District's existing system to supply additional growth within the Towns.

Subtask 500.3

Evaluation of Existing Distribution System Capacities

Stantec will use the calibrated hydraulic model to evaluate the District's water distribution system. The model will be used to quantify system pressures, flows, and head loss gradients for the MDD and PHD scenarios. Available fire flows will also be quantified for their occurrence during the MDD scenario. Maps will be created from the hydraulic model output files to highlight the results. The effect of implementing the District's demand/supply strategy to reduce water demand will be evaluated.

Task 600

Future System Evaluation

This task will expand the existing system hydraulic model to examine the behavior of the future water distribution system network for the planning years 2025, 2030, and 2040 under both MDD and PHD conditions. Supply, treatment, storage, and distribution system deficiencies will be identified.

The water mains and required infrastructure to serve the planning areas will then be added to the model. This infrastructure may be dependent upon the location of any future sources of water supply. The water demands corresponding to the tributary area and population served by each future node will be added to the model. The performance of these updated scenarios will then be analyzed and documented.

The system evaluation, modeling, and results will fully describe the identified problems within the system and allow for the development of initial approaches to resolving the deficiencies.

Subtask 600.1

Improvement Alternative Development

The identified existing and future water system constraints, along with the desired level of service criteria, will be utilized to update and develop new improvement alternatives for the existing and future systems, as necessary. Stantec will work with the District to identify improvement alternatives to evaluate with an emphasis on constructing "critical infrastructure" to build upon previous planning and system evaluation efforts.

Using our experience gained on similar system assessments, our team will suggest appropriate potential improvements. Short-term fixes, capital improvements, and the alteration of operating practices will be examined. An opinion of probable cost will be prepared for each proven solution.

Proposed existing system improvements will also be analyzed under future conditions to ensure compatibility and reduce possible redundant solutions.

Task 700

Capital Improvement Program

Proposed improvement alternatives will be organized into a phased Capital Improvement Program (CIP) for each planning year. Capital improvement program inputs will be prepared for NWCWD – indicating the triggers for each improvement. These inputs will detail the purpose, scope, and cost for each structural and non-structural improvement. Identifying a trigger for each improvement is important as it will tie that improvement to a system demand or development to allow the District to track that trigger and implement the improvement when the trigger is reached. For example, an improvement could be identified for the 2030 planning year due to expected growth, but the actual growth may be less than anticipated. This could allow the implementation of that improvement to be delayed.



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Task 800

Project Documentation and Deliverables – Draft and Final Reports

The documentation for the Regional Water Master Plan will be completed and submitted using both paper and electronic formats. The draft report will be circulated for review, and all involved key staff will attend a meeting with NWCWD staff to review the draft report. It is anticipated a formal PowerPoint presentation will be prepared to review the Regional Water Master Plan with NWCWD and identified stakeholders. Based on the comments received, the team will complete the preparation of the final report and submit it to NWCWD for a final review and acceptance. Stantec will deliver one hard copy of the draft and final reports, along with a set of digital files.

Engineering Fee Estimate

Stantec will provide the Scope of Work detailed above for each of the tasks for the fixed fee amounts as follows:

	Task Name	Professional Fees	Expense	Subs	Total
100	Meetings	\$29,510.00	\$143.00	\$0.00	\$29,653.00
200	Data Collection and System Characterization	\$5,761.00	\$0.00	\$0.00	\$5,761.00
300	Population Growth and Water Demand	\$12,200.00	\$31.00	\$0.00	\$12,231.00
400	Model Update and Calibration	\$42,667.00	\$12,217.00	\$0.00	\$54,884.00
500	Existing System Evaluation	\$12,520.00	\$0.00	\$0.00	\$12,520.00
600	Future System Evaluation	\$8,985.00	\$0.00	\$0.00	\$8,985.00
700	Capital Improvement Plan	\$6,585.00	\$0.00	\$0.00	\$6,585.00
800	Project Documentation	\$13,540.00	\$31.00	\$0.00	\$13,571.00
TOTAL					\$144,190.00

A detailed breakdown of the hours required for each Task can be provided.

Notification of potential additional services will be brought to the attention of NWCWD as soon as they are identified, if necessary. Additionally, the estimated impact on the completion schedule, if any, that may result from additional services, will be discussed with NWCWD and the schedule will be adjusted accordingly. An appropriate fee will be negotiated for the additional services; work will only be initiated with written authorization to proceed from NWCWD.

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: September 12, 2022

Estimated Completion Date: September 15, 2023

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs (Infowater at



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\$300 per week); and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



ATTACHMENT – STANDARD RATE TABLE

BC2277_2022-0

HOURLY RATES

Stantec Billing Level	2022 Hourly Rate*
3	\$94
4	\$99
5	\$109
6	\$113
7	\$120
8	\$124
9	\$135
10	\$141
11	\$149
12	\$153
13	\$163
14	\$175
15	\$191
16	\$215
17	\$225
18	\$227
19	\$248
20	\$258
21	\$270

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.



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, Address, Meter Number, Contact Name, Phone, and Email.

Category of Property (check all that apply):

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

Variance Criteria (check and describe all that apply):

Form with checkboxes for variance criteria and a text box for additional description. Includes a note about supporting documentation for fire sprinkler systems.

Describe applicable Variance Criteria below:

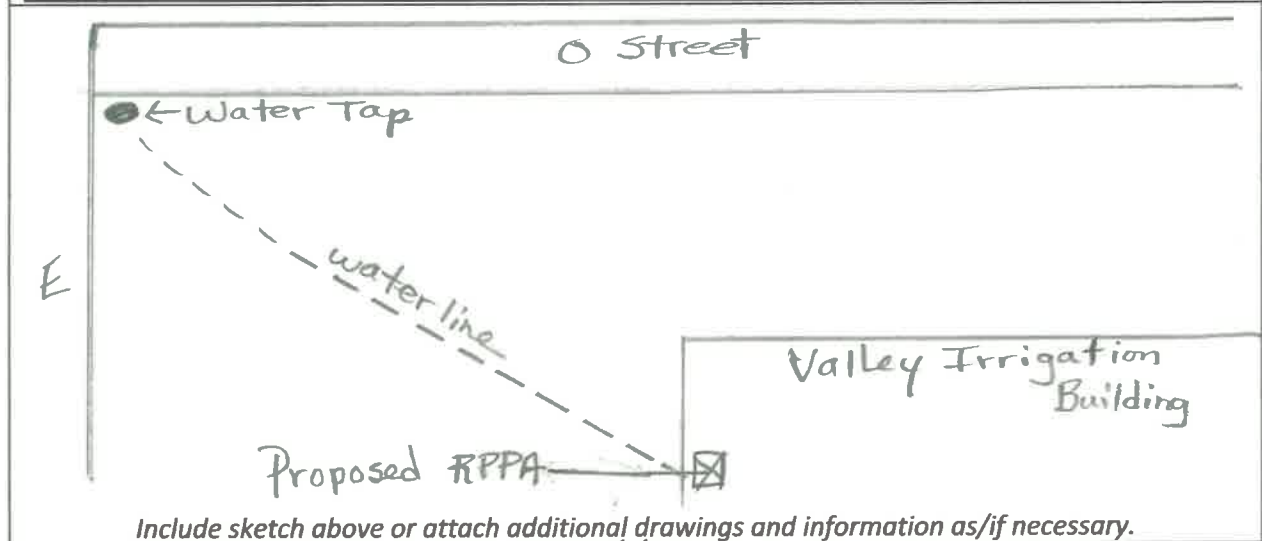
Handwritten text describing the variance criteria: 'The meter for our location is right next to "O" Street - a busy street. I am requesting to place the backflow prevention device inside my building to prevent freezing + being hit by "O" St. traffic.'



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

Describe proposed alternative solution below:

There are no cross connections between tap and the building. No hydrants, sprinklers, hoses, etc exist.



	Name (Print)	Signature	Date
Tapholder	Carolyn Isbell	Carolyn Isbell	7/25/22
Master Plumber	ERIC TROUDT	E T R	8-2-22
Master Plumber Certification Information: ASSE # 23649 / MP # 03000428			

For NWCWD Use Only:

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

From: Steve McIntire <steve@westernplainsaviation.com>

Sent: Wednesday, September 7, 2022 3:56 PM

To: Eric Reckentine <eric@nwcwd.org>

Subject: Re: Water Tapaccount #1803001

I am requesting the abandonment and reimbursement of the below listed account.

ABANDON METER REQUEST

Account Number: 1803001

Premise Address: 3791 HWY 263 - LOT 59 Greeley, CO 80631

Owner Name: Western Plains Aviation LLC /Steve McIntire

Best regards,

Steve McIntire

Western Plains Aviation, LLC. CRS#122R933C

3401 E. 8th Street Greeley, CO 80631

Greeley Weld County Airport

(970) 373-4550

<http://westernplainsaviation.com>

CROSSING AGREEMENT

THIS AGREEMENT, made this 1st day of September, 2022, between THE NEW CACHE LA POUDE IRRIGATING COMPANY, hereinafter the "Company", and NORTH WELD COUNTY WATER DISTRICT hereinafter "Second Party", WITNESSETH;

In consideration of One Thousand Dollars (\$1,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the Company, the parties mutually agree as follows:

PROJECT DESCRIPTION

2" CTS polyethylene service bore crossing Greeley # 2 canal, west side of Highway 257, across from Windsor Lake.

LEGAL DESCRIPTION AND COMMON LOCATION

Section 17, Township 6N, Range 67W

At Greeley # 2 Canal where it crosses Highway 257 between Highway 392 & Weld County Road 72.

THAT WHEREAS, the Company is the owner of a ditch and right-of-way, commonly known as the Greeley Canal No. 2, hereinafter the "Ditch"; and

WHEREAS, Second Party has an existing pipeline crossing under the Ditch (the "Line"); and

WHEREAS, Company and Second Party have not previously entered into a crossing agreement with respect to the Ditch; and

WHEREAS, Second Party has experienced a break in its Line and is need of access to repair its Line; and

WHEREAS, Second Party desires to acquire a certain right-of-way to cross the Ditch of the Company as described above.

The parties mutually further agree as follows:

1. The Company grants to Second Party a right-of-way and easement to repair, reconstruct and maintain the Line.

2. The Company grants to Second Party the right of ingress and egress to and from said crossing location, as necessary and reasonable for the exercise of the purposes of this agreement.

3. Exhibit A attached and incorporated by reference illustrates generally the requirements subject to changes in the field as the Company may require. Second Party is responsible to furnish accurate measurements and information to the Company. The Line shall be installed no less than

10' feet below the bottom of the Ditch to the top of such Line. All woody vegetation (trees, shrubs, brush, etc.) shall be removed within 20 feet on either side of the crossing.

4. All work shall be performed only after prior notice and submission of plans and specifications to the General Manager of the Company, which notice and submission of plans and specifications is hereby deemed as accepted, and will be performed under the supervision of such General Manager. Field inspections will be conducted as needed. Any questions shall be resolved by the Company's General Manager after options and expenses are considered.

5. In the event any sum is expended by the Company for repair or maintenance of the Ditch, which repair or maintenance is necessary because of Second Party's acts or omissions in constructing the Line and crossing the Ditch, or because of the existence of the Line, or because of any leakage or breakage of the Line, Second Party shall reimburse the Company for such expense. Determination of whether repair or maintenance is necessary, and whether an emergency exists, shall be at the discretion of the Company.

6. Installation of the Line shall be entirely without disturbance by Second party of the flow of water in the Ditch and shall occur during a time period when the Ditch is not being used to carry water, and be completed before that use begins, unless permission in writing is first received from the Company for such disturbance. Any subsequent repairs, replacements or maintenance that might affect the Company's use and operation of the Ditch shall occur during a time period when the Ditch is not being used to carry water and be completed before that use begins. Second Party expressly agrees that it shall be liable to the Company and/or its shareholders in damages for any unauthorized disturbance of the flow of water through the Ditch, to the extent that such disturbance is caused by or due to the activities of the Second Party or those working on its behalf. Upon completion of any activity upon the Ditch right of way by the Second Party, it shall clean the Ditch and Ditch bank area to place is in the same or better condition than it was before the activity began, including the compacting of any disturbed soils. Second Party agrees to place and maintain markers on both sides of the Ditch which indicate the location of the Line. Markers shall be located at points that do not interfere with the operation and maintenance of the Ditch.

7. In the event that the company finds it necessary to perform emergency repairs to the Ditch, either now or at any future time, the Company shall be wholly without liability for damages to Second Party as the result of the performance of such repairs, except as to such damage as may be caused by the Company's negligence.

8. Installation of the Line shall be entirely without cost to the Company. If necessary, the Company's attorneys shall be directed to review this Crossing Agreement, and to consult with Company officials or employees as to its contents and effect, and their fees and expenses shall be paid by Second Party, in addition to the consideration earlier recited.

9. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch as if this Agreement had not been made, and any expense or damages caused

thereby to Second Party shall not be chargeable to the Company, except as to such damage as may be caused by the Company's negligence. It is specifically agreed that normal maintenance and repair activities, including the operation of machinery for such purposes upon the Ditch right of way and within the Ditch itself, shall not constitute negligence. In the event, however, that any such action on the part of the Company could reasonably be expected to affect Second Party, the Company agrees to give prior notice to Second Party, and to cooperate to avoid injuries or damages to the Line.

10. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of each of the parties hereto. This Agreement shall not be assigned by Second Party without the written consent of the Company.

11. The Company agrees to record this Agreement or an executed copy thereof at the expense of the Second Party, with the Clerk and recorder of the county within which the crossing is made and furnish a copy of said recorded document to the Second Party.

12. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the party to whom notice is to be given, as follows:

If to Company: P O Box 104
Lucerne, CO 80646

If to Second Party: Eric Reckentine
General manager
32825 CR 39
Lucerne, CO 80646

or such other address as may be furnished to the other party by written notice.

13. Second Party shall not allow any other entity to cross the right-of-way granted, nor shall it add additional lines or other equipment within the crossing, without first obtaining the written permission of the Company to do so, which permission can be withheld at the Company's discretion.

14. Second Party shall be liable for, and shall indemnify and hold Company harmless from, any damages that may occur or arise from the installation, maintenance, repair and continued existence of said Line, including but not limited to any interruption of service, leakage, explosion, or other malfunction of the Line, regardless of any assistance or supervision provided by Company.

15. This agreement is contingent upon, and shall not take effect until, the approval by the Board of Directors of the completed plans and specifications of the crossing, which approval must be in writing, signed by the president and attested to by the secretary of the Company, and the giving of notice of such approval to the Second Party. The Company's signature on the plans is also a part of

its approval. No work shall commence until such notice is given in writing to Second Party. The Company may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by the Second Party in writing, with notice of such acceptance being given to the Company, then this agreement shall become effective upon receipt by the Company of such notice. The post construction bore log & a post construction set of as-builts, and any other applicable plans and specifications as approved shall be attached hereto as Exhibit B and be recorded.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed by the proper persons and have affixed their seals hereto on the day and year first above written.

THE NEW CACHE LA Poudre IRRIGATING COMPANY

By: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____ as President of the New Cache La Poudre Irrigating Company.

WITNESS my hand and official seal.

Notary Public

Commission Expires: _____

SECOND PARTY

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
_____, by _____.

WITNESS my hand and official seal.

Notary Public

Commission Expires: _____

Exhibit A

Requirements

- The bore must be performed between September 3rd thru September 10th as the canal will be down during this time.
- The new service Line must have no less than 10' cover under the canal.
- We must provide the post construction bore log.
- We must provide post construction as-built drawings.
- Complete a crossing agreement and \$1,000 Crossing Fee

Exhibit B

Bore Logs & As-Built Drawings



Colorado River Update

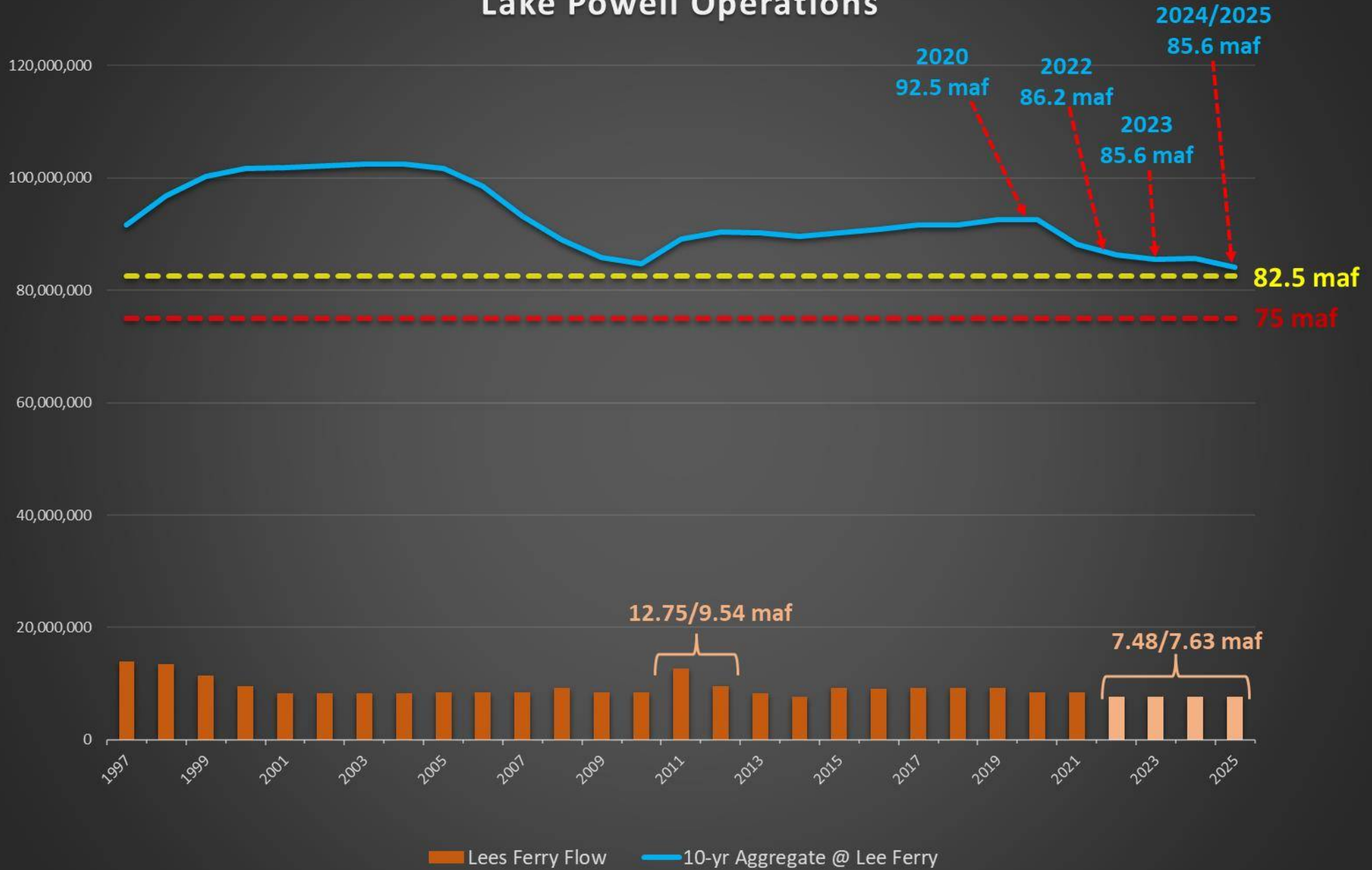
July 2022

Recent Headlines

Colorado River states need to drastically cut down their water usage ASAP, or the federal government will step in

Touton: On the Colorado River, we need to cut an additional 2 to 4 million acre feet of use. Now.

Lake Powell Operations



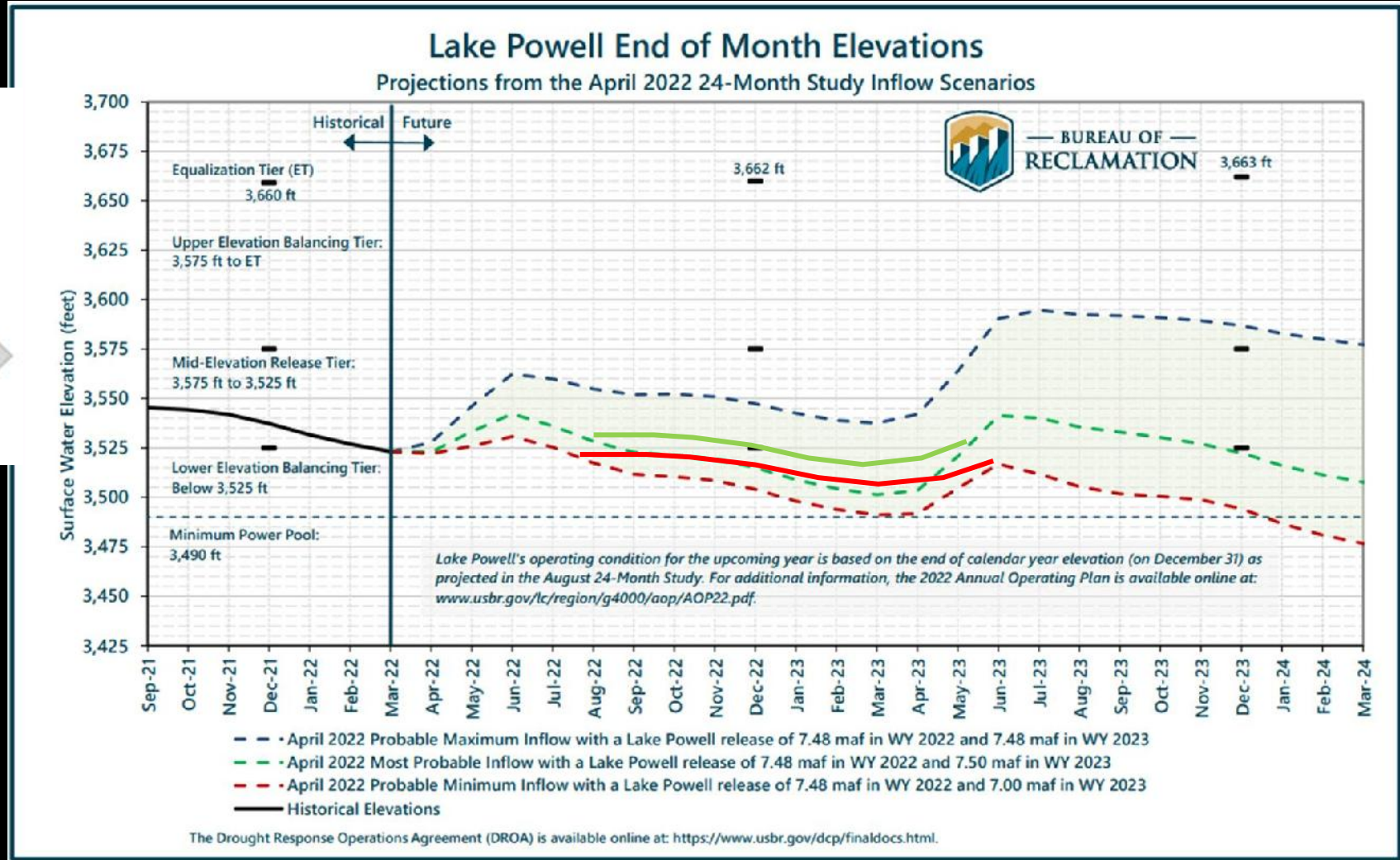
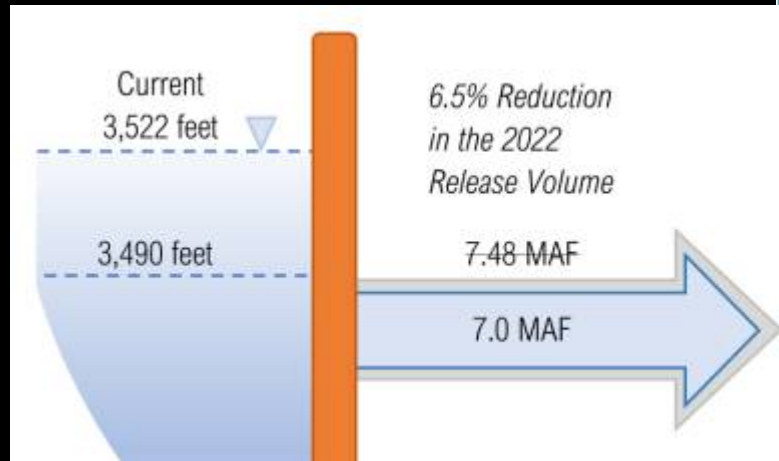
2007 IGs, Minute 323, Lower Basin DCP and Binational Water Scarcity Plan

Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		Minute 323 Delivery Reductions	Total Combined Reductions	DCP Water Savings Contributions			Binational Water Scarcity Contingency Plan Savings	Combined Volumes by Country US: (2007 Interim Guidelines Shortages + DCP Contributions) Mexico: (Minute 323 Delivery Reductions + Binational Water Scarcity Contingency Plan Savings)					Total Combined Volumes
	AZ	NV	Mexico	Lower Basin States + Mexico	AZ	NV	CA	Mexico	AZ Total	NV Total	CA Total	Lower Basin States Total	Mexico Total	Lower Basin States + Mexico
1,090 - 1,075	0	0	0	0	192	8	0	41	192	8	0	200	41	241
1,075 - 1,050	320	13	50	383	192	8	0	30	512	21	0	533	80	613
1,050 - 1,045	400	17	70	487	192	8	0	34	592	25	0	617	104	721
1,045 - 1,040	400	17	70	487	240	10	200	76	640	27	200	867	146	1,013
1,040 - 1,035	400	17	70	487	240	10	250	84	640	27	250	917	154	1,071
1,035 - 1,030	400	17	70	487	240	10	300	92	640	27	300	967	162	1,129
1,030 - 1,025	400	17	70	487	240	10	350	101	640	27	350	1,017	171	1,188
<1,025	480	20	125	625	240	10	350	150	720	30	350	1,100	275	1,375

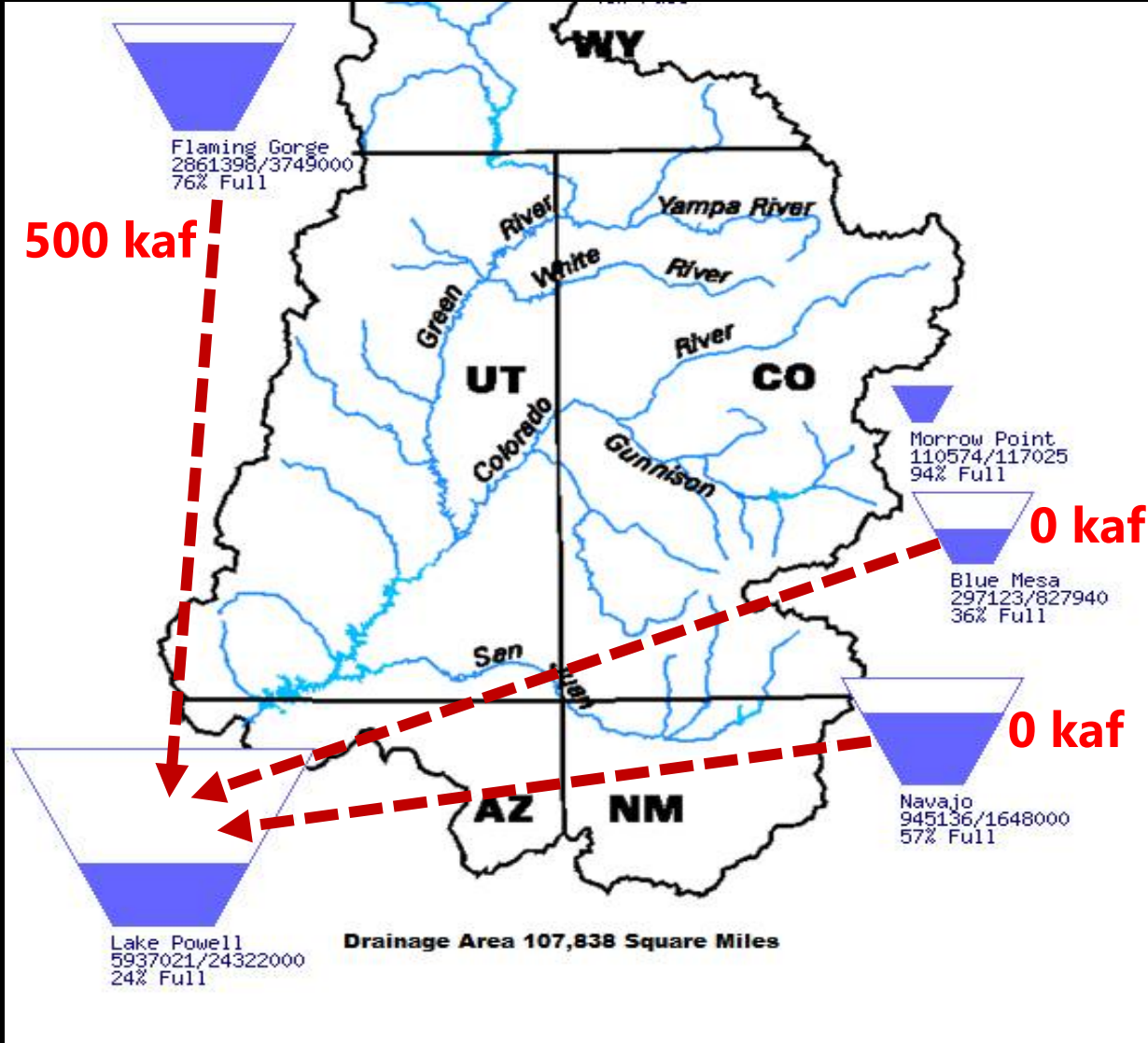
Lake Mead
Jan 1, 2022
1,065.8



2022 Operations



DROA – Drought Response Ops Agreement



2021 DROA Releases

Flaming Gorge = 125 kaf
Blue Mesa = 36 kaf
Navajo = 0 kaf

Total = 161 kaf

2022 DROA Releases

Flaming Gorge = 500 kaf
Blue Mesa = 0 kaf
Navajo = 0 kaf

Total = 500 kaf

Potential Impacts to Operating Determinations

Lake Powell			Lake Mead		
Elevation (feet)	Operation According to the Interim Guidelines	Live Storage (maf) ¹	Elevation (feet)	Operation According to the Interim Guidelines	Live Storage (maf) ¹
3,700	Equalization Tier Equalize, avoid spills or release 8.23 maf	24.3	1,220	Flood Control Surplus or Quantified Surplus Condition Deliver > 7.5 maf	25.9
3,660 (2022)	Upper Elevation Balancing Tier ³ Release 8.23 maf; if Lake Mead < 1,075 feet, balance contents with a min/max release of 7.0 and 9.0 maf	18.5 maf (2022)	1,200 (approx.) ²	Domestic Surplus or ICS Surplus Condition Deliver > 7.5 maf	22.9 (approx.) ²
3,575			1,145	Normal or ICS Surplus Condition Deliver ≥ 7.5 maf	15.9
3,525 3,524 3,514	Mid-Elevation Release Tier Release 7.48 maf; if Lake Mead < 1,025 feet, release 8.23 maf	9.5	1,105	Shortage Condition Deliver 7.167 ⁴ maf	9.4
			1,075		
3,525 3,524 3,514	Lower Elevation Balancing Tier Balance contents with a min/max release of 7.0 and 9.5 maf	5.9 5.8 maf	1,042	Shortage Condition Deliver 7.083 ⁵ maf	7.1 maf
3,490			1,025	5.8	
3,370		0	1,000	Shortage Condition Deliver 7.0 ⁶ maf Further measures may be undertaken ⁷	4.3
			895		0

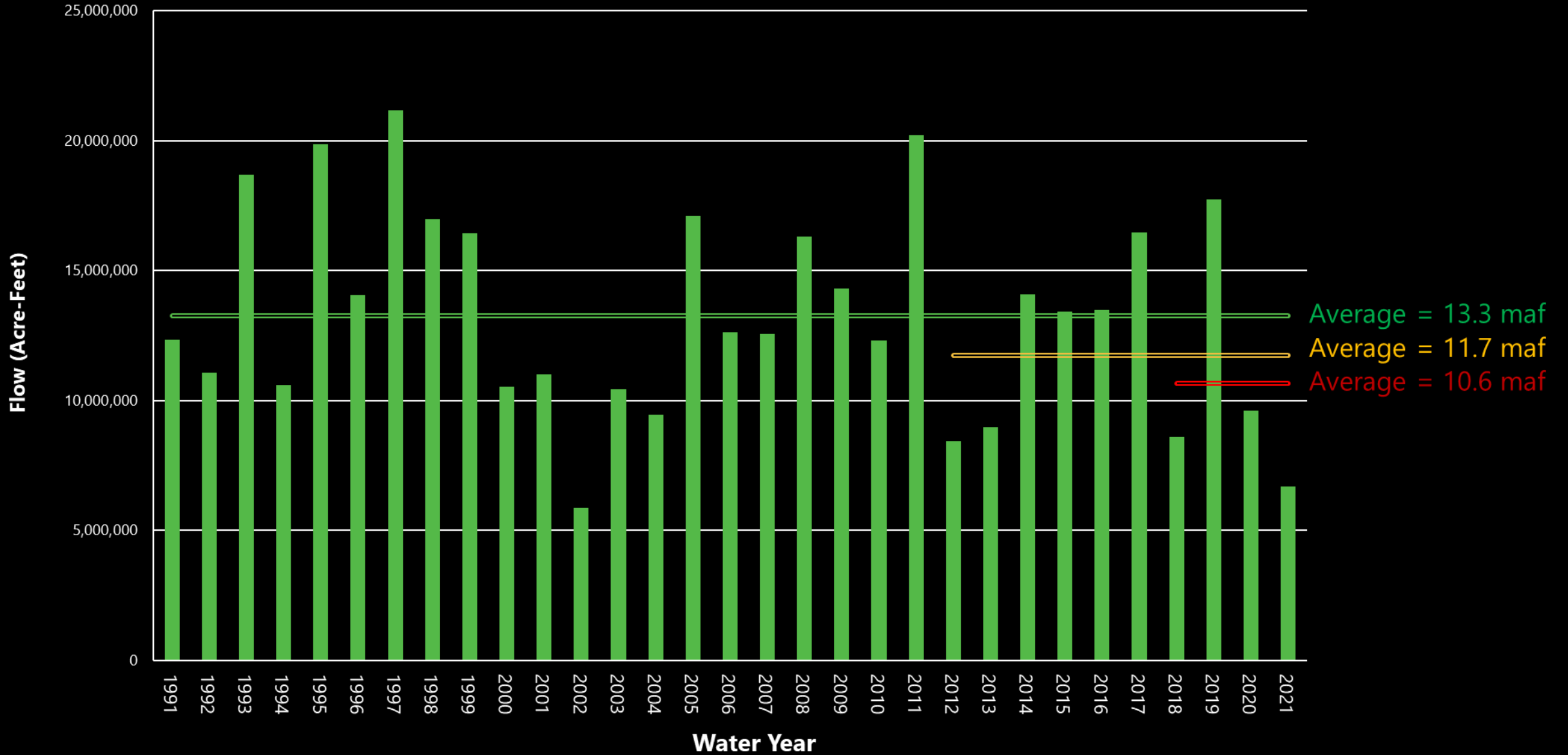
2007 IGs, Minute 323, Lower Basin DCP and Binational Water Scarcity Plan

Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		Minute 323 Delivery Reductions	Total Combined Reductions	DCP Water Savings Contributions			Binational Water Scarcity Contingency Plan Savings	Combined Volumes by Country US: (2007 Interim Guidelines Shortages + DCP Contributions) Mexico: (Minute 323 Delivery Reductions + Binational Water Scarcity Contingency Plan Savings)					Total Combined Volumes
	AZ	NV	Mexico	Lower Basin States + Mexico	AZ	NV	CA	Mexico	AZ Total	NV Total	CA Total	Lower Basin States Total	Mexico Total	Lower Basin States + Mexico
1,090 - 1,075	0	0	0	0	192	8	0	41	192	8	0	200	41	241
1,075 - 1,050	320	13	50	383	192	8	0	30	512	21	0	533	80	613
1,050 - 1,045	400	17	70	487	192	8	0	34	592	25	0	617	104	721
1,045 - 1,040	400	17	70	487	240	10	200	76	640	27	200	867	146	1,013
1,040 - 1,035	400	17	70	487	240	10	250	84	640	27	250	917	154	1,071
1,035 - 1,030	400	17	70	487	240	10	300	92	640	27	300	967	162	1,129
1,030 - 1,025	400	17	70	487	240	10	350	101	640	27	350	1,017	171	1,188
<1,025	480	20	125	625	240	10	350	150	720	30	350	1,100	275	1,375

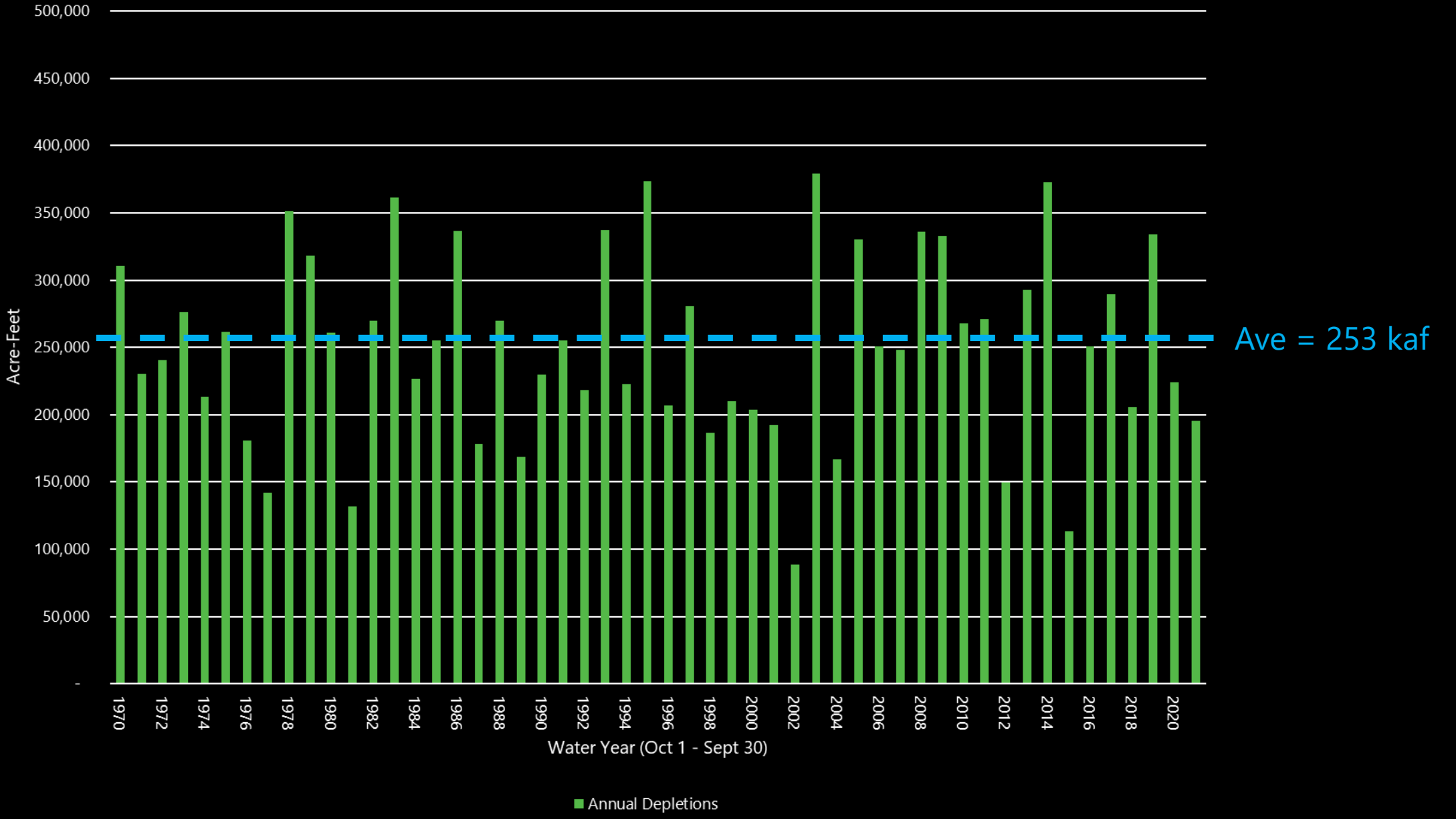
Lake Mead Jan 1, 2023 Projection 1,050'

1,042'

Colorado River Natural Flow



Northern Water Colorado River Depletions



Basin Depletion Trends 2019 - 2022

- Depletions:

Mainstem Lower Basin + Mexico Depletions =

Mead CU +
Mead Releases +
Mead Evaporation

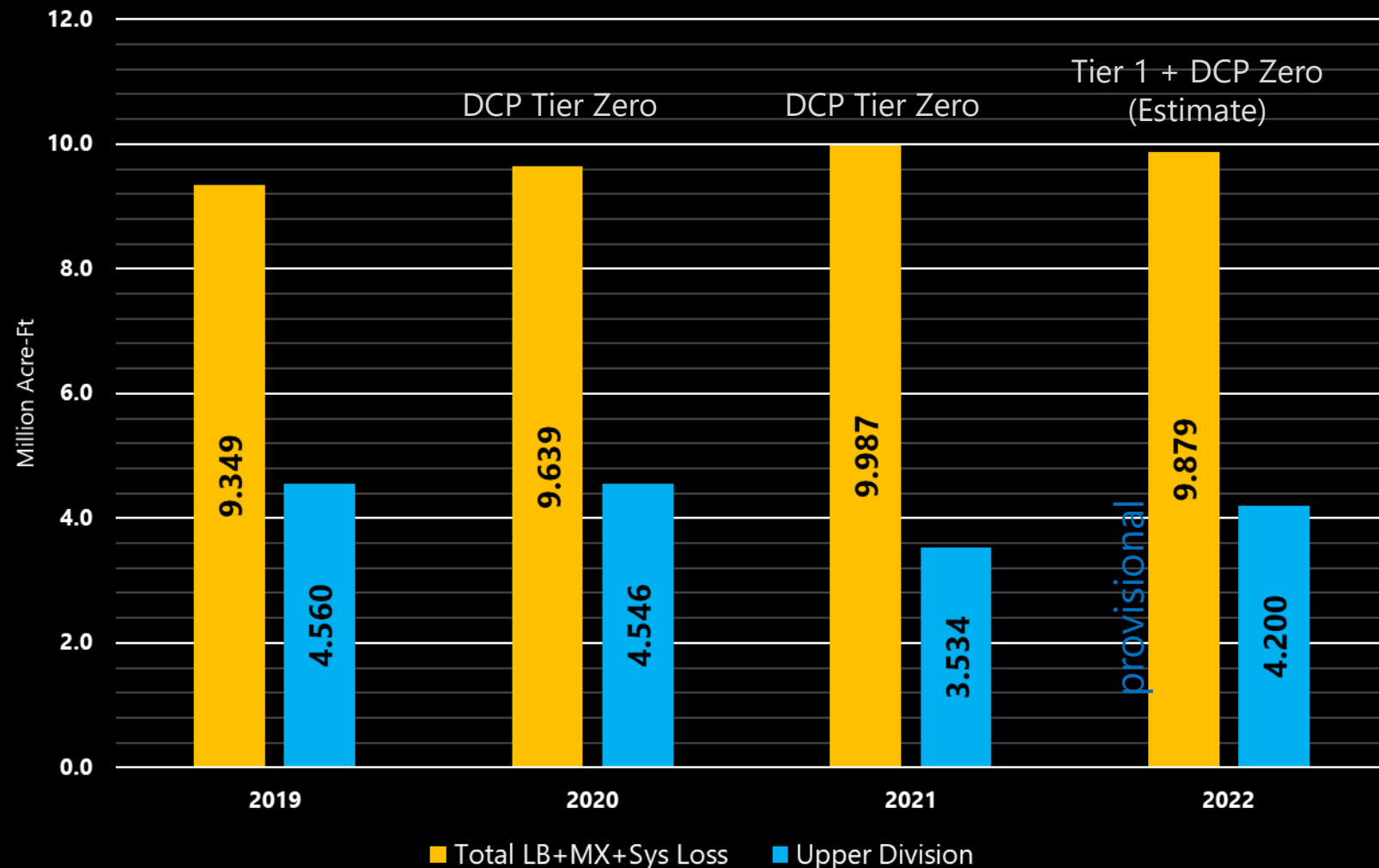
Upper Basin Depletions =

Upper Basin Uses +
CRSPA Evaporation

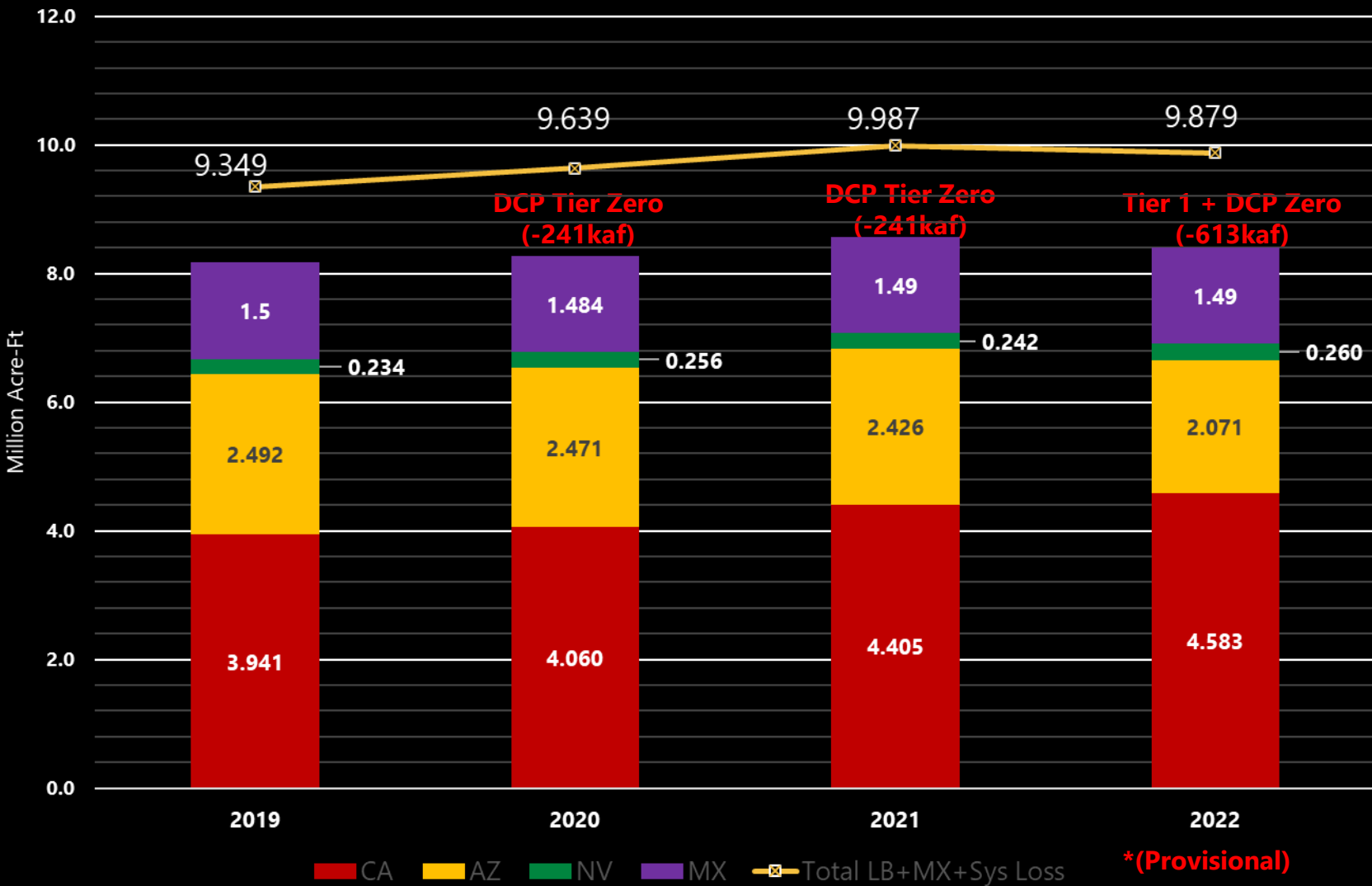
- Trends:

- Increasing Lower Basin uses 2019 – 2021, despite significant conservation and contributions
- Lower Basin uses out of synch with hydrology, relying on storage and Lake Powell releases
- Significant reductions in Upper Basin reflecting impacts of drought

Colorado River Basin Use



Lower Basin Depletion Trends 2019 - 2022



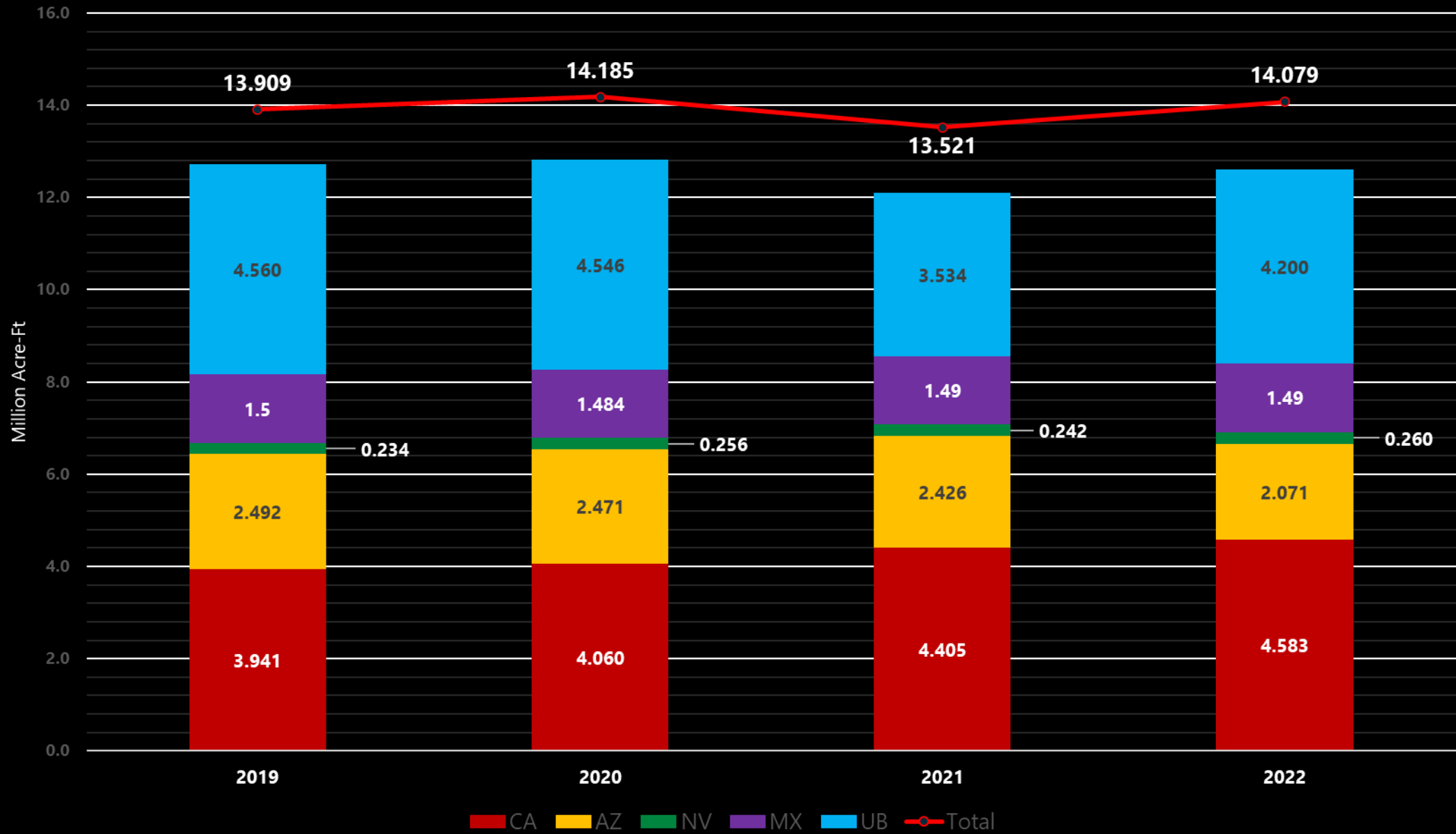
2022 Allocation with Reductions:

CA 4.4 maf - 0 = 4.4 maf
 AZ 2.8 maf - 512 kaf = 2.288 maf
 NV 300 kaf - 21 kaf = 0.279 maf
 MX 1.5 maf - 80 kaf = 1.42 maf

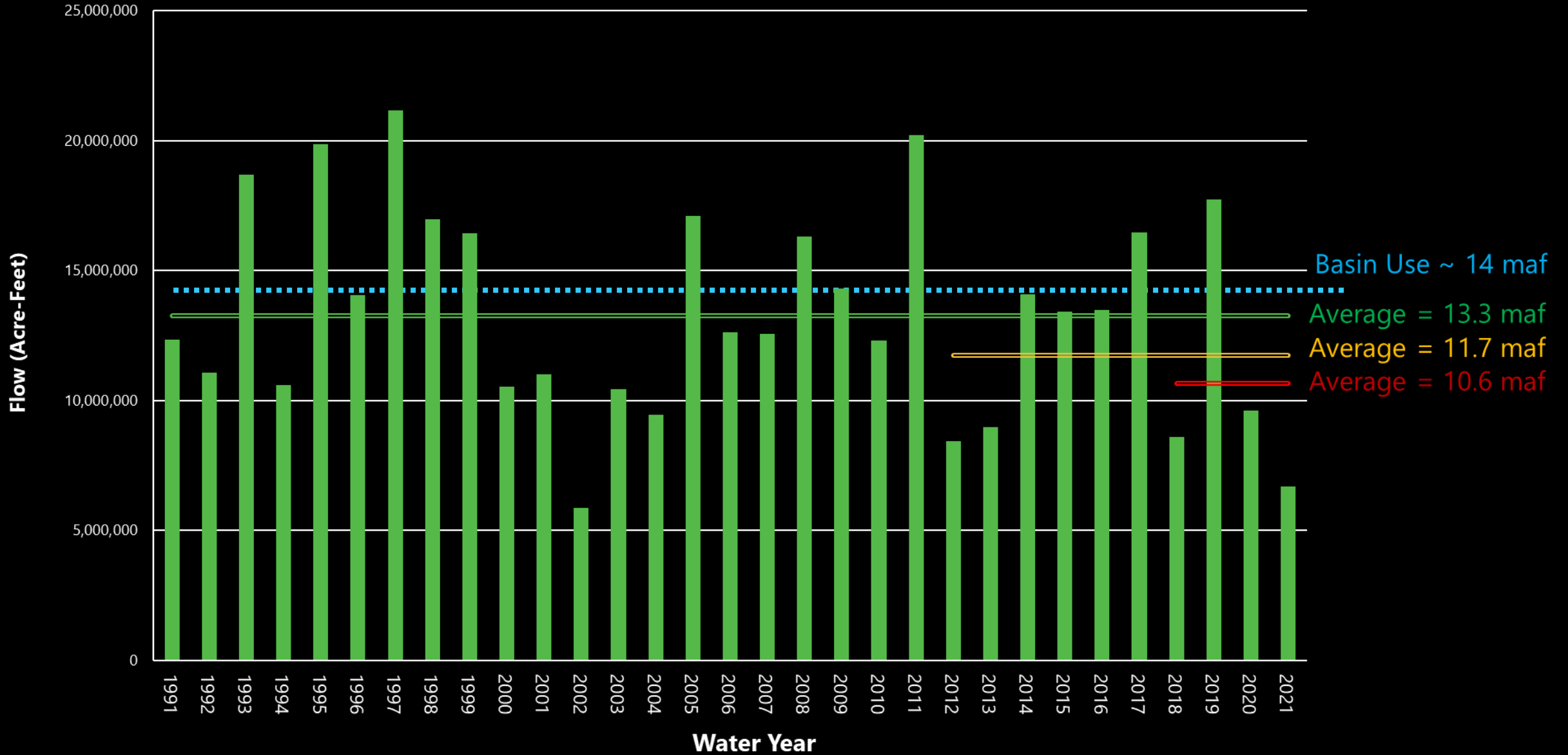
Total 8,387 maf
 - 500 kaf
 7.887 maf

*(Provisional)

Colorado River Basin Use



Colorado River Natural Flow





Questions & Discussion



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into this ____ day of _____, 2022 (“**Effective Date**”) by and between Longs Peak Dairy LLC, a Colorado limited liability company with a mailing address of 45490 County Road 39, Pierce, CO 80650 (“**Seller**”), and the North Weld County Water District, acting by and through the North Weld County Water District Enterprise (“**Buyer**”). Seller and Buyer may be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Seller is a Colorado limited liability company that owns certain property rights as described below to Buyer; and

WHEREAS, District is a statutory special district formed under the laws of the State of Colorado and is a quasi-municipal corporation; and

WHEREAS, the District Enterprise was created by the District, in order to comply with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes, as applicable; and

WHEREAS, the District owns, maintains and operates a system for the storage of and distribution of potable water within Weld County and Larimer County, Colorado; and

WHEREAS, Seller wishes to convey and Buyer wishes to acquire said property rights pursuant to the terms and conditions contained hereafter;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. **Property Rights Conveyed.** Seller is the owner of certain real property located in the Weld County, Colorado (the “**Property**”) as more particularly described on the attached **Exhibit A**, as well as one (1) share in the Cross Cut Ditch Company (the “**Water Share**”). Seller wishes to convey a permanent, exclusive easement for the construction, maintenance, and operation of a recharge pond over approximately 5.72 acres in the northwest corner of the Property (the “**Pond Easement**”), together with an access easement on and over the Property to access same (the “**Easements**”), both as more particularly described and set forth in the form of Recharge Pond Easement Agreement to be recorded at Closing attached as **Exhibit B**, as well as the Water Share (together with the Easements the “**Property Rights**”).
2. **Pipeline Construction.** As additional consideration to induce Buyer to enter into this Agreement, Buyer shall pay to Seller the amount specified in Section 3(c) below for use by Seller in constructing a fifteen-inch water pipeline (the “**Pipeline**”) to replace the existing ditch that runs from a location near the northwest corner of the Property

southwest. Buyer has obtained a bid for the construction of the Pipeline from Quality Well and Pump dated February 17, 2022. The Pipeline shall be built substantially in conformance with that bid. Any cost to construct the Pipeline exceeding the amount paid pursuant to Section 3(c) of this Agreement shall be borne exclusively by Seller.

3. **Purchase Price.** The Purchase Price for the Property Rights shall be the sum of two hundred nine thousand three hundred and 00/100 Dollars (\$209,300.00) (the “**Purchase Price**”) Buyer shall pay the entire Purchase Price at Closing in the form of a wire transfer from Buyer to Seller. The Purchase Price shall be allocated as follows:
 - a. \$109,300 to the acquisition of the Pond Easement;
 - b. \$10,000 to the acquisition of the Water Share;
 - c. \$90,000 paid to Buyer for Buyer to use to construct the Pipeline.
4. **Warranty of Title.** Buyer has obtained a title report relating to the Property dated June 3, 2022, Order No. K25198833 (the “**Commitment**”). Buyer expressly accepts as “**Permitted Exceptions**” to the title coverage for the Easements all of the Schedule B, Part II exceptions listed in the Commitment. Aside from the Permitted Exceptions, Seller represents and warrants that title to the Property Rights are free and clear of all liens, encumbrances, assessments, and leases of any kind. Buyer shall not encumber, lease, or otherwise transfer or grant any rights in the Property Rights of any kind from the date of execution of this Agreement until Closing and final recordation of the Pond Easement.
5. **Due Diligence.** Buyer shall have thirty (30) days following the Effective Date of this Agreement (“**Due Diligence Period**”) to terminate this Agreement in Buyer’s sole discretion, for any reason or no reason, if Buyer determines it does not wish to proceed to Closing. It shall be conclusively presumed that Buyer is satisfied with the Property Rights if Buyer fails to send written notice to Seller to the contrary on or before the expiration of the Due Diligence Period. If Buyer sends notice of its dissatisfaction with the Property Rights, Seller shall have ten (10) days following actual receipt of such notice of dissatisfaction to either to (1) give notice that Seller elects to cure some or all of the issues described in the notice, or (2) give notice that Seller elects not cure such issues. If Seller elects not to cure all such issues Buyer shall have as its exclusive remedies the right to terminate this Agreement, or to waive any issues Seller has elected not to cure.
6. **Transfer and Attorneys’ Fees.** Any costs, fees or expenses to complete the transfer of the Property Rights imposed by state, county, or regulatory authorities, including

title company fees whether for closing/settlement activities or otherwise, as well as any necessary recording or documentary fees, shall be paid by Seller. The Parties agree to pay their respective attorneys' fees incurred as a result of this Agreement, up to and including the date of Closing.

7. **Closing.** The closing for the purchase and sale of the Property Rights (the "**Closing**") will take place on or before a date which is seventy (70) days after the Effective Date of this Agreement at: the office of Land Title Guarantee Company in Longmont, Colorado, or such other date and location as agreed upon by the Parties. At any point after execution of this Agreement, Buyer may provide written notice of Seller of intent to close, and Closing shall be scheduled within five (5) days thereafter.
8. **Default.** Time is of the essence herein and if any payment or any other condition thereof is not made, tendered or performed by either party, then this Agreement, at the option of the Party who is not in default, may be terminated in which case the non-defaulting party may recover such damages as may be proper.
9. **Board Approval.** This Agreement is expressly contingent upon Buyer obtaining approval by its Board of Directors (the "**Board Approval**") to proceed to Closing. If the Board of Directors does not elect to proceed to Closing, this agreement shall terminate, and neither party shall have any obligation to the other except those that expressly survive such terminate.
10. **Notices.** All notices and operational communications under this agreement shall be in writing (including electronic form) except as otherwise provided for in this Agreement. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail on the person to whom notice is given. All notices which are delivered by U.S. Mail shall be addressed to the following addresses unless otherwise agreed upon by the Parties:

Buyer:

North Weld County Water District
c/o Eric Reckentine
32825 Co Rd 39
Lucerne, CO 80646

Seller:

Longs Peak Dairy, LLC
45490 County Road 39

11. **Entire Agreement.** This Agreement represents the complete agreement between the Parties and no oral modification shall be recognized. Any amendment or additions shall be made in writing signed by both Parties.
12. **Survival after Closing.** 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 before the closing date shall be deemed to be continuing and shall survive the Closing.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.
14. **Jurisdiction and Venue.** This Agreement shall be governed and its terms construed under the laws of the State of Colorado and venue shall be in the County of Weld.
15. **Assignment.** This Agreement cannot be assigned by Seller without the express written approval of Buyer.
16. **Governmental Immunity.** Nothing herein shall be construed as a waiver of the Buyer's Governmental Immunity pursuant to the Colorado Governmental Immunity Act, the Constitution of the State of Colorado or as otherwise provided by law.
17. **Validity.** Should any section, clause, sentence or part of this Agreement be adjudged by a court of competent jurisdiction to be unconstitutional, and/or invalid, such adjudication shall not affect the validity of the Agreement as a whole or any part thereof other than the part so declared to be unconstitutional or invalid. This Agreement shall be construed as though such invalid provision was never a part of this Agreement.
18. **Modification.** This Agreement shall be modified by writing only, which writing must be executed by the Parties hereto in order to be effective. Any further agreement among the Parties shall be in writing.
19. **Counterparts.** This Agreement may be executed in multiple counterparts, in writing or by legible electronic copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. If this Agreement is executed in electronic counterparts, the Parties agree to circulate promptly hard copies of physical signature to replace, upon full execution of the hard copies by the Parties, the electronic counterparts.

20. **Third Parties.** Unless otherwise expressly provided to the contrary herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

21. **Additional Instruments.** Each of the Parties agrees to execute and deliver such additional instrument/s as the other Party may from time to time reasonably request in order to effectuate the provisions of this Agreement.

22. **Binding Agreement.** This Agreement shall inure to and be binding upon the Parties hereto and their heirs, executors, personal representatives, successors and assigns. Furthermore, the provisions of this Agreement shall constitute covenants running with the title to the Property.

[intentionally blank; signatures on separate page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

BUYER:

SELLER:

NORTH WELD COUNTY WATER DISTRICT,
a Colorado special district.

LONGS PEAK DAIRY, LLC
a Colorado limited liability company.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOT D, RECORDED EXEMPTION NO. 0709-07-4 RECX14-0063, RECORDED DECEMBER 31, 2014 AT RECEPTION NO. 4072462, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

EXHIBIT B
FORM OF RECHARGE POND EASEMENT AGREEMENT

RECHARGE POND EASEMENT AGREEMENT

This Recharge Pond Site Easement Agreement (this "**Agreement**") is entered into to be effective as of the ____ day of ____, 2022, between **LONGS PEAK DAIRY, LLC**, a Colorado limited liability company, ("**Grantor**") and **NORTH WELD COUNTY WATER DISTRICT**, a Colorado special district, ("**Grantee**"), Grantor and Grantee may be referred to as a "**Party**" or collectively as the "**Parties.**"

Recitals

Grantor is the fee owner of that certain property more particularly described on **Exhibit A**, attached to this Agreement (the "**Grantor Property**").

As shown on **Exhibit B** attached to this Agreement, Grantee plans to construct a Recharge Pond located on the Grantor Property and encroaching onto the Grantor Property (the "**Recharge Pond**").

Grantor agrees to grant to Grantee an easement for the area of the encroachment of the Recharge Pond as well as an easement for the access, construction, operation, maintenance, repair, and improvement of the Recharge Pond.

Agreement

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated into and constitute a part of this Agreement.
2. **Grant of Easements.** Grantor hereby grants to Grantee an exclusive easement (the "**Recharge Easement**") in the area of the Grantor Property depicted in **Exhibit B** for the purposes of constructing, maintaining and operating the Recharge Pond. Grantor agrees to grant to Grantee a non-exclusive easement (the "**Access Easement**") in, on, over and across the Grantor Property using the existing roadway as depicted in **Exhibit C** to access the Recharge Easement, including, without limitation, to allow construction vehicles, machinery, and other equipment across the Grantor Property along the Access Easement for the construction of the Recharge Easement. The Recharge Easement and Access Easement may collectively be referred to as "the Easements."
3. **Reserved Rights.** The Easement shall be subject only to Grantor's rights, if any, to any subsurface minerals or other interests, and shall otherwise be exclusive and perpetual in favor of Grantee.
4. **Maintenance and Repair.** Any and all maintenance, repairs, replacement, or other costs related to the Easements shall be the sole option of Grantee and shall be the sole responsibility of Grantee.

5. **Insurance.** Grantee shall cause any contractors, subcontractors, or other agents of Grantee performing work within the Easements to maintain, at Grantee's cost or such contractor, subcontractor, or agent's cost, commercial general liability insurance with a primary limit of at least \$1,000,000 per occurrence, which shall include premises operations, personal injury, contractual liability, products/completed operations hazard and broad form property damage coverages as well as any other form of legally-required insurance. Grantee shall also ensure such parties maintain all legally-required worker's compensation coverage. All policies of liability insurance maintained by Grantee's agents under this Agreement shall name Grantee and Grantor as additional named insureds.

6. **Release and Indemnification.**
 - a. To the fullest extent permitted by law, each party hereby releases the other party and all of its members, directors, officers, employees and agents (each, a "**Relevant Person**"), and no Relevant Person shall be liable in any manner to Grantee or any other person claiming through such party for any death, injury, loss, damage, cost or expense of any nature whatsoever resulting from any act or omission occurring on or about the Easements relating to the use of the Easements, except to the extent that the same results from the negligence or willful misconduct of a Relevant Person.

 - b. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless each of the other party's Relevant Persons from any claim, suit, proceeding, loss, damage, cost or expense, including, without limitation, attorneys' fees and consultants' fees, asserted against or incurred by such Relevant Person as a result of or in connection with:
 - i. any act or omission occurring in, on or about the Easements related to the purposes for which the Easements are granted, except to the extent that the act or omission results from the negligence or willful misconduct of a Relevant Person; or

 - ii. Either party's failure to perform or observe any obligation or condition to be performed or observed by such party under this Agreement.

7. **Mechanic's Liens.** Neither party shall permit any mechanic's or materialman's liens to be enforced against the Easement Area in connection with any work performed over, under or across the Easement Area by or at the direction of any either party or materials furnished in connection with such work. If such a lien is filed, the party causing such lien shall cause the lien to be removed of record within thirty (30) days thereafter, or, if any foreclosure action to enforce the lien actually commences, within five (5) days after commencement of such foreclosure action.

8. **Notice.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be sent by personal delivery, receipted overnight delivery, email, or registered or certified mail, postage prepaid, and to the applicable address below:

To Grantor:

Longs Peak Dairy, LLC

Attn: _____

Email: _____

To Grantee:

North Weld County Water District

Attn: _____

32825 Co Rd 39

Lucerne, Colorado 80646

Email: _____

Any party may at any time change its respective address by sending written notice of the change to the other party in the manner hereinabove prescribed. Notices shall be deemed to be given (a) upon receipt (or refusal thereof) if by personal delivery or email, (b) on the first (1st) business day after deposit with a receipted overnight delivery service, or (c) on the third (3rd) business day after mailing, if sent by registered or certified mail, postage prepaid.

9. **Amendment.** This Agreement may be amended only by a written instrument duly executed, delivered by Grantee (or its successors or assigns, as appropriate) and Grantor, and recorded in the Office of the Clerk and Recorder for Weld County, Colorado.
10. **Covenant Running with Land.** This Agreement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against the parties and their successors and assigns.
11. **Matters of Record.** This Agreement is subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing of record in the Office of the Clerk and Recorder's Office in Weld County, Colorado at the time this Agreement is executed.
12. **Costs of Legal Proceedings.** If either party institutes legal proceedings with respect to this Agreement against any other party, the prevailing party shall be entitled to court costs and reasonable attorneys' fees incurred by such party or parties in connection with such legal proceedings.
13. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.
14. **Entire Agreement.** This Agreement constitutes the entire agreement among Grantor and Grantee concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements among Grantor and Grantee concerning the subject matter hereof. The terms and provisions of this Agreement will bind the parties and their respective successors and assigns.
15. **Severability; Waiver.** In the event any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such remaining terms and provisions hereof shall remain in full force and effect to the fullest extent permitted by law. No covenant, term, or condition of this Agreement may be waived except by

written consent of the party against who the waiver is claimed, and the waiver of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition of this Agreement, unless otherwise provided in such writing.

16. **Title.** Grantor makes no representation or warranty regarding the title of the Easement, and Grantor grants this Easement subject to all matters of public record.
17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed, shall be deemed an original and both of which together shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Recharge Pond Site Agreement is executed as of the date first set forth above.

GRANTOR:

LONGS PEAK DAIRY, LLC

By: _____
_____, _____

By: _____
_____, _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)

County of _____)

On _____, 2022 before me, _____,
Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

(SEAL)

This Recharge Pond Site Agreement is executed as of the date first set forth above.

GRANTEE:

NORTH WELD COUNTY WATER DISTRICT, a Colorado special district

By: _____
_____, _____

By: _____
_____, _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ and _____, as _____ of the North Weld County Water District.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT A
GRANTOR PROPERTY LEGAL DESCRIPTION

LOT D, RECORDED EXEMPTION NO. 0709-07-4 RECX14-0063, RECORDED DECEMBER 31, 2014 AT RECEPTION NO. 4072462, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

**EXHIBIT B
DEPICTION OF RECHARGE EASEMENT**

**EXHIBIT C
DEPICTION OF EXISTING ROADWAY**

[EXHIBIT B: FORM OF RECHARGE POND EASEMENT AGREEMENT]

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

August 26, 2022

Re: NWCWD – Eaton Pipeline Project (Phase 2) – Bid Recommendation

To whom it may concern:

Providence Infrastructure Consultants (PIC), acting on behalf of North Weld County Water District (NWCWD) as the Engineer, opened Bids at 11:00 a.m. on August 24th, 2022, per pre-Bid Addendum No. 04 for the subject-named Project.

Four Bids were received from the following Bidders:

- ▶ Connell Resources – EXHIBIT A - \$7,136,142.60
- ▶ Garney Construction – EXHIBIT B - \$8,765,809.00
- ▶ Reynolds Construction – EXHIBIT C - \$8,553,317.00
- ▶ T Lowell Construction – EXHIBIT D - \$10,425,000.00

Per the Invitation to Bid, Bids were only allowed from Bidders who had attended the mandatory Pre-Bid Conference that was held on July 22nd, 2022, per pre-Bid Addendum No. 02. All four of the Bidders listed above attended the Pre-Bid Conference, and zero Bids were received from Bidders who did not attend the Pre-Bid Conference.

The amounts of the Bids received were higher than anticipated. Considering the current volatility of labor and materials costs, and the inherent difficulty with tracking consistently changing market trends, the Engineer still recommends award to Connell Resources.

Sincerely,

Providence Infrastructure Consultants, Inc.

A handwritten signature in blue ink, appearing to read "D. Pytlik", is written over a light blue circular stamp.

Darin J. Pytlik, P.E.
Vice President
dpytlik@providenceic.com

CONNELL
7785 HIGHLAND MEADOWS PARKWAY
SUITE 100
FORT COLLINS, CO 80528-8988

TO North Weld County Water District

BID ENCLOSED: Eaton Pipeline Phase 2

Wednesday August 24, 2022 11:00 AM

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
 - A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-106)	LS	1	240,000	240,000
2	Clearing and Grubbing	LS	1	38,000	38,000

WSA
WSA

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
3	Construction Traffic Control	LS	1	\$ 58,000.00	\$ 58,000.00
4	Construction Surveying	LS	1	\$ 18,000.00	\$ 18,000.00
5	Field Quality Control Testing	LS	1	\$ 24,000.00	\$ 24,000.00
6	Dewatering	LS	1	\$ 220,000.00	\$ 220,000.00
7	Erosion and Sedimentation Control	LS	1	\$ 69,000.00	\$ 69,000.00
8	Remove and Reset Guy Wire	EA	2	\$ 3,100.00	\$ 6,200.00
9	Remove and Reset Existing Steel Fence – LetRBuck, LLC	LF	80	\$ 43.00	\$ 3,440.00
10	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – LetRBuck, LLC	LF	190	\$ 7.40	\$ 1,406.00
11	Install and Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	EA	1	\$ 1,800.00	\$ 1,800.00
12	Remove and Reset Existing Steel Fence – 35321 Estate, LLC	LF	80	\$ 43.00	\$ 3,440.00
13	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – 35321 Estate, LLC	LF	1,764	\$ 6.80	\$ 11,995.20
14	Install and Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	LS	1	\$ 1,800.00	\$ 1,800.00
15	Remove and Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	LF	80	\$ 9.85	\$ 788.00
16	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	LF	316	\$ 7.40	\$ 2,338.40
17	Tie-in to Phase 0 (Sta. 200+00)	LS	1	\$ 8,900.00	\$ 8,900.00
18	East Terminus Tie-in at WCR-33	LS	1	\$ 8,000.00	\$ 8,000.00
19	Sheet Piling at East Terminus	LF	40	\$ 730.00	\$ 29,200.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
20	Pipe - 36-Inch DI Pressure Class 200 with Push-On Joints	LF	7,908	373.00	2,949,684.00 WSA
21	Pipe - 36-Inch DI Pressure Class 200 with Restrained Joints	LF	3,328	511.00	1,700,608.00 WSA
22	Pipe - 8-inch DI Special Thickness Class 52 with Restrained Joints	LF	3	\$ 1,100.00	\$ 3,300.00
23	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	EA	4	\$ 2,400.00	\$ 9,600.00
24	Blow-off Assembly - 12-Inch	EA	1	\$ 25,000.00	\$ 25,000.00
25	Blow-off Assembly - 8-Inch	EA	1	\$ 17,000.00	\$ 17,000.00
26	Dual Body Air Valve w/MH Off 36-Inch Main	EA	1	\$ 29,000.00	\$ 29,000.00
27	Fitting - 36-Inch x 30-Inch MJ Reducer	EA	1	\$ 11,000.00	\$ 11,000.00
28	Fitting - 36-Inch - 11.25° DI Elbow with MJ's	EA	1	\$ 11,000.00	\$ 11,000.00
29	Fitting - 36-Inch - 45° DI Elbow with MJ's	EA	20	\$ 12,850.00	\$ 257,000.00
30	Fitting - 36-Inch - 90° DI Elbow with MJ's	EA	8	\$ 12,000.00	\$ 96,000.00
31	Fitting - 36-Inch - Cap/Plug with Restrained MJ's	EA	1	\$ 9,300.00	\$ 9,300.00
32	Fitting - 8-Inch x 8-Inch DI Tee with MJ's	EA	2	\$ 1,400.00	\$ 2,800.00
33	Fitting - 8-Inch - 90° DI Elbow with MJ's	EA	1	\$ 1,100.00	\$ 1,100.00
34	Fitting - 8-Inch - 45° DI Elbow with MJ's	EA	1	\$ 1,100.00	\$ 1,100.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
35	Valve - 30-Inch Butterfly with MJs (Buried)	EA	1	\$ 20,000.00	\$ 20,000.00
36	Valve - 36-Inch Butterfly with MJs	EA	3	\$ 26,000.00	\$ 78,000.00
37	Valve - 8-Inch Gate with MJs	EA	3	\$ 3,800.00	\$ 11,400.00
38	Gas Line Crossing (Sta. 206+39±)	LS	1	\$ 2,300.00	\$ 2,300.00
39	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	LS	1	\$ 22,000.00	\$ 22,000.00
40	Gas Line Crossing (Sta. 227+91±)	LS	1	\$ 2,300.00	\$ 2,300.00
41	Gas Line Crossing (Sta. 242+55±)	LS	1	\$ 31,000.00	\$ 31,000.00
42	Gas Line Crossing (Sta. 242+75±)	LS	1	\$ 31,000.00	\$ 31,000.00
43	Gas Line Crossing (Sta. 242+99±)	LS	1	\$ 31,000.00	\$ 31,000.00
44	Gas Line Crossing (Sta. 245+12±)	LS	1	\$ 2,300.00	\$ 2,300.00
45	Gas Line Crossing (Sta. 245+26±)	LS	1	\$ 2,300.00	\$ 2,300.00
46	Gas Line Crossing (Sta. 245+37±)	LS	1	\$ 2,300.00	\$ 2,300.00
47	Waterline Crossing (Sta. 245+41±)	LS	1	\$ 2,300.00	\$ 2,300.00
48	Comms. Line Crossing (Sta. 245+42±)	LS	1	\$ 2,300.00	\$ 2,300.00
49	Comms. Line Crossing (Sta. 245+46±)	LS	1	\$ 2,300.00	\$ 2,300.00
50	Comms. Line Crossing (Sta. 253+44±)	LS	1	\$ 2,300.00	\$ 2,300.00
51	Waterline Crossing (Sta. 253+45±)	LS	1	\$ 2,300.00	\$ 2,300.00
52	Gas Line Crossing (Sta. 253+83±)	LS	1	\$ 2,300.00	\$ 2,300.00
53	Gas Line Crossing (Sta. 254+12±)	LS	1	\$ 2,300.00	\$ 2,300.00
54	Irrigation Line Crossing (Sta. 255+08±)	LS	1	\$ 2,300.00	\$ 2,300.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
55	Gas Line Crossing (Sta. 256+49±)	LS	1	\$ 2,300.00	\$ 2,300.00
56	Waterline Crossing (Sta. 256+58±)	LS	1	\$ 2,300.00	\$ 2,300.00
57	Gas Line Crossing (Sta. 256+75±)	LS	1	\$ 2,300.00	\$ 2,300.00
58	Gas Line Crossing (Sta. 256+79±)	LS	1	\$ 2,300.00	\$ 2,300.00
59	Gas Line Crossing (Sta. 278+20±)	LS	1	\$ 2,300.00	\$ 2,300.00
60	Gas Line Crossing (Sta. 284+52±)	LS	1	\$ 2,300.00	\$ 2,300.00
61	Comms. Line Crossing (Sta. 284+62±)	LS	1	\$ 2,300.00	\$ 2,300.00
62	Gas Line Crossing (Sta. 284+72±)	LS	1	\$ 2,300.00	\$ 2,300.00
63	Waterline Crossing (Sta. 284+80±)	LS	1	\$ 2,300.00	\$ 2,300.00
64	Gas Line Crossing (Sta. 285+37±)	LS	1	\$ 2,300.00	\$ 2,300.00
65	Gas Line Crossing (Sta. 302+71±)	LS	1	\$ 2,300.00	\$ 2,300.00
66	Irrigation Line Crossing (Sta. 303+60±)	LS	1	\$ 2,300.00	\$ 2,300.00
67	Electric Line Crossing (Sta. 303+62±)	LS	1	\$ 2,300.00	\$ 2,300.00
68	Gas Line Crossing (Sta. 311+49±)	LS	1	\$ 2,300.00	\$ 2,300.00
69	Waterline Crossing (Sta. 312+31±)	LS	1	\$ 2,300.00	\$ 2,300.00
70	Comms. Line Crossing (Sta. 312+37±)	LS	1	\$ 2,300.00	\$ 2,300.00
71	West Lucas Lateral Ditch Crossing, Open Cut	LS	1	\$ 11,000.00	\$ 11,000.00
72	East Lucas Lateral Ditch Crossing, Open Cut	LS	1	\$ 11,000.00	\$ 11,000.00
73	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	LS	1	\$ 6,500.00	\$ 6,500.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
74	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	LF	60	\$ 730.00	\$ 43,800.00
75	Flow Fill (WCR-72, Sta. 245+29)	CY	175	\$ 140.00	\$ 24,500.00
76	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	LF	55	\$ 760.00	\$ 41,800.00
77	Asphalt - Remove and Replace (WCR-31, Sta. 253+70)	CY	18	\$ 780.00	\$ 14,040.00
78	Flow Fill (WCR-31, Sta. 253+70)	CY	166	\$ 140.00	\$ 23,240.00
79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60	\$ 730.00	\$ 43,800.00
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4	\$ 1,000.00	\$ 6,400.00
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157	\$ 140.00	\$ 21,980.00
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104	\$ 650.00	\$ 67,600.00
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4	\$ 1,000.00	\$ 6,400.00
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206	\$ 140.00	\$ 28,840.00
85	Road Crossing, Open Cut at WCR 33 (Sta. 311+13± to Sta. 312+30±) with 54" FRPM Casing	LF	117	\$ 630.00	\$ 73,710.00
86	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	CY	15	\$ 900.00	\$ 13,500.00
87	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	CY	173	\$ 140.00	\$ 24,220.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
88	Pre-Construction Topographical Survey, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	\$ 1,800.00	\$ 1,800.00
89	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	\$ 1,800.00	\$ 1,800.00
90	Dredging and Haul-Off – Hardesty Revocable Trust Irrigation Pond	CY	86	\$ 45.50	\$ 3,913.00
91	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	LS	1	\$ 45,000.00	\$ 45,000.00
92	Site Restoration, Letrbuck (Sta. 225+90± to Sta. 227+32±)	LS	1	\$ 2,000.00	\$ 2,000.00
93	Site Restoration, 39321 Estate (Sta. 227+32± to Sta. 244+99±)	LS	1	\$ 35,000.00	\$ 35,000.00
94	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	LS	1	\$ 5,600.00	\$ 5,600.00
95	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	LS	1	\$ 10,000.00	\$ 10,000.00
96	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	LS	1	\$ 5,600.00	\$ 5,600.00
97	Site Restoration, Long Meadow Farm (Sta. 254+03± to Sta. 256+39±)	LS	1	\$ 3,400.00	\$ 3,400.00
98	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	LS	1	\$ 5,600.00	\$ 5,600.00
99	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± to Sta. 284+46±)	LS	1	\$ 55,000.00	\$ 55,000.00
100	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	LS	1	\$ 5,600.00	\$ 5,600.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
101	Site Restoration, Anderson (Sta. 285+06± to Sta. 311+82±)	LS	1	\$ 31,000.00	\$ 31,000.00
102	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	LS	1	\$ 5,600.00	\$ 5,600.00
103	Cathodic Protection and Joint Bonding	LS	1	\$ 260,000.00	\$ 260,000.00
104	Pressure Testing	LS	1	\$ 13,000.00	\$ 13,000.00
105	Disinfection	LS	1	\$ 20,000.00	\$ 20,000.00
106	Record Drawings	LS	1	\$ 3,000.00	\$ 3,000.00
Base Bid Total				7,136,142.60	
Total of Lump Sum and Unit Price Bids = Total <u>Base Bid Price</u> (in words):					

MSA

shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period





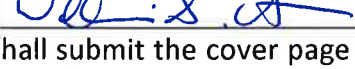
A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
01	07/11/22	 8/24/2022
02	07/18/22	 8/24/2022
03	07/25/22	 8/24/2022
04	08/12/22	 8/24/2022
05	08/19/22	 8/24/2022

B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been

identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.
 - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of ~~Cashier's Check~~/Bid Bond (strike one), in the amount of 10% Total Bid Dollars (\$ 10%) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on

ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

A. The full names and addresses of parties interested in this Bid as principals are as follows:

John M Warren - President, William S Anderson, Sheri C Welch, Tony Connell - Vice President

7785 Highland Meadows Pkwy. Suite 100 Fort Collins, CO 80528

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

BIDDER hereby submits this Bid as set forth above:

Bidder:

Connell Resources, Inc.

By: William S Anderson (typed or printed name of organization)

Name: William S Anderson (individual's signature)

Title: Vice President (typed or printed)

Date: August 24 2022 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign

Attest: Jennifer Lindblad (individual's signature)

Name: Jennifer Lindblad (typed or printed)

Title: Assistant Secretary (typed or printed)

Date: August 24 2022 (typed or printed)



Address for giving notices:
7785 Highland Meadows Pkwy. Suite 100
Fort Collins CO 80528

Bidder's Contact:

Name: Roland Tremble (typed or printed)

Title: Estimator & Project Manager (typed or printed)

Phone: 970-215-8897

Email: rtremble@connellresources.com

Address:
7785 Highland Meadows Pkwy. Suite 100
Fort Collins CO 80528

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

**CONNELL RESOURCES, INC.
CONTRACTORS TIME AND MATERIAL
LABOR AND EQUIPMENT RATES
Effective April 1, 2022**



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
Oversized Loads at \$300 per hour

GRADING EQUIPMENT - Fueled & Maintained

Scraper 627	\$335.00
Scraper 615	\$175.00
Scraper 613	\$175.00
Cat 621 Water Wagon	\$198.00
Cat D25 Water Tanker	\$138.00
Blade 140H/M	\$155.00
Blade 14H/M	\$193.00
Road Reclaimer -Dirt	\$210.00
980 Loader	\$210.00
972 Loader	\$180.00
966 Loader	\$180.00
938 Loader, Komatsu WA320	\$150.00
John Deere 8650 with Disk	\$143.00
John Deere Landscape Loader	\$107.00
Skid Loader	\$74.00
Track Skid Loader	\$87.00
Walk Behind Track Skid Loader	\$31.00
D-8 Cat Dozer w/rippers	\$243.00
D-6 Cat Dozer	\$155.00
Articulated Rock Truck Cat 725, 735	\$230.00
Articulated Rock Truck Cat 740	\$243.00

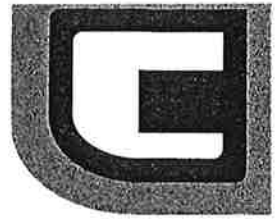
EXCAVATION EQUIPMENT - Fueled & Maintained

Komatsu PC650	\$280.00
Komatsu PC490, PC390	\$225.00
Komatsu PC228, PC210	\$167.00
Komatsu PC160, PC138, PC88	\$124.00
Komatsu PC228 w/Breaker	\$273.00
Cat 345, 336 Excavator	\$224.00
Cat 330 Excavator	\$199.00
Cat 325, 320 Excavator	\$161.00
Cat 316, 308 Excavator	\$123.00
Cat 430 Backhoe	\$106.00
Cat 420 Backhoe	\$106.00
Compact Excavator	\$85.00
Bedding Rock Conveyyor (Attach to Excavator)	\$44.00
Grundopit Boring System	By Quote
HDPE Fusing Equipment	By Quote

PUMPS

2"	\$7.00 Hour
3"	\$11.00 Hour
4"	\$11.00 Hour
6"	\$17.00 Hour

**CONNELL RESOURCES, INC.
CONTRACTORS TIME AND MATERIAL
LABOR AND EQUIPMENT RATES
Effective April 1, 2022**



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
Oversized Loads at \$300 per hour

GENERATORS

25 KW Generator	\$30.00 Hr
45 KW Generator	\$45.00 Hr
150 KW Generator	\$110.00 Hr

TRENCH BOXES

8x20X6 Trench box	\$80.00 Day
8X24X8 Trench box	\$125.00 Day
8X24X6 Trench box	\$90.00 Day
10X10X10 Manhole box	\$100.00 Day
8X8X8 Manhole box	\$60.00 Day
8X12 Trench plates	\$16.00 Day

PAVING EQUIPMENT - Fueled & Maintained

Paving Machine Cat AP1055	\$245.00
Paving Machine Bomag BF300	\$200.00
Roadtec RX700 Profiler	\$830.00
Wirtgen W120 Mill	\$635.00
Power Curber 150	\$135.00
Highway Broom	\$70.00
Crew Truck & Tools	\$210.00 Day
Tack	\$7.00 Gal
Distributor Truck	\$110.00

ROLLER EQUIPMENT - Fueled & Maintained

815B Sheepsfoot Compactor	\$185.00
Ing Rand 115FB Compactor	\$144.00
Rex 3-35 Compactor	\$144.00
Dynapac CA151 Vibratory Roller	\$106.00
Dynapac CA151 Compactor	\$106.00
Cat CP323 Compactor	\$80.00
Cat CP434 Smooth Drum	\$106.00
Cat CB 334	\$80.00
Cat CB 224, CB 225	\$80.00

ROLLER EQUIPMENT - Fueled & Maintained continued

Bomag BW11RH, BW141	\$105.00
Bomag BW120,BW138	\$80.00
Walk behind Roller	\$350.00 Day
Hamm HD14VV Roller	\$80.00
Hypac 530 Rubber Roller	\$80.00
Hypac 747 Roller	\$80.00
Hyster C766 Roller	\$112.00
Dynapac Roller,CC21,CC101,CC122	\$70.00
Ing Rand DD32 Asphalt Roller	\$70.00

CONNELL RESOURCES, INC.
CONTRACTORS TIME AND MATERIAL
LABOR AND EQUIPMENT RATES
Effective April 1, 2022



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
Oversized Loads at \$300 per hour

MISCELLANEOUS

Potholing Truck Operated (2 man crew)	\$350.00 Hr
Concrete Crew Truck & Tools	\$32.00 Hr
GPS Layout system	\$40.00 Hr
Drone + Pilot	\$200.00 Hr
Asphalt Saw	\$65.00 Hr
Compressor & Tools	\$280.00 Day
Pickup Truck & Tools	\$20.00 Hr
Fuel Truck (Doesn't include fuel)	\$90.00 Hr
Water line Testing Trailer	\$40.00 Hr
Sanitary Sewer Test Van	\$120.00 Hr

CONNELL RESOURCES, INC.
CONTRACTORS TIME AND MATERIAL
LABOR AND EQUIPMENT RATES
 Effective April 1, 2022



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
 Oversized Loads at \$300 per hour

LABOR

	Straight Time	Overtime
Project Site Manager with Pickup	\$155.00	\$175.00
Supervisor with Pickup	\$135.00	\$155.00
Foreman - Pickup Truck with Tools	\$122.00	\$142.00
Operator - Blade	\$75.00	\$95.00
Operator - Scraper, Loader, Dozer, Hoe	\$75.00	\$95.00
Operator - 815, Rex Compactors, Water Wagon	\$68.00	\$88.00
Operator - Disk, Skid Steer	\$61.00	\$81.00
Operator - Paver, Screedman	\$75.00	\$95.00
Operator - Paving Rollers, Sweeper	\$72.00	\$92.00
Laborer - Asphalt, Concrete	\$61.00	\$81.00
Grade Checker	\$68.00	\$88.00
Pipe Layer	\$59.00	\$79.00
Laborer	\$52.00	\$72.00
Field Mechanic with truck	\$195.00	\$215.00
Oiler with truck	\$135.00	\$155.00

Overtime will be added to the above prices for Weekend, Holidays, and above 8 hours per day during the week. All units listed above will be an additional \$20.00 per hour for overtime.

TRUCKS - Fueled, Operated & Maintained

Tractor w/Low Boy	\$175.00
Tractor w/Rock Trailer	\$130.00
Tractor w/Flow Boy	\$130.00
Tractor w/Belly Dump	\$130.00
Tractor w/End Dump or Side Dump	\$130.00
Truck and Pup	\$130.00
Tandem Dump	\$110.00
Water Truck 3500 gal	\$130.00
Water Truck 1500 gal	\$105.00

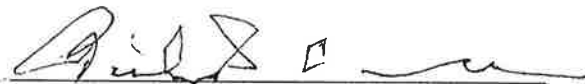
Overtime will be added to the above prices for Weekend, Holidays, and above 8 hours per day during the week. All units listed above will be an additional \$20.00 per hour for overtime.

Additional premium for Equipment working in Rock will be established based on specific site site conditions.

All rates are subject to change without notice.

MINUTES OF ANNUAL MEETING OF
SERIES A SHAREHOLDERS AND DIRECTORS OF
CONNELL RESOURCES, INC.

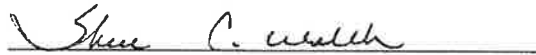
The undersigned, being all of the Series A shareholders (the "shareholders") and directors of Connell Resources, Inc., a Colorado corporation (the "Corporation") take the action set forth below, and to evidence their waiver of any right to dissent from such action, consent as follows:



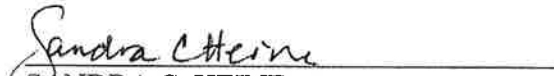
RICHARD CONNELL
Shareholder and Director



TONY A. CONNELL
Shareholder and Director



SHERI C. WELCH
Shareholder and Director



SANDRA C. HEINE
Shareholder

By informal action the Series A shareholders unanimously elected the following persons as directors of the Corporation to serve until the next annual meeting or until their successors have been elected and qualified:

Richard Connell
Tony A. Connell
Sheri C. Welch

By informal action the shareholders unanimously elected the following persons to the offices stated beside their respective names until the next annual meeting or until their successors have been elected and qualified:

Richard Connell

Chairman of the Board

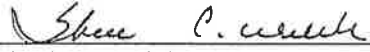
John M. Warren	President Authority to sign bids, bonds, contracts, change orders, subcontracts, lien releases and equipment rentals. Authority to sign equipment contracts up to \$50,000. No authority to borrow funds on behalf of the company. Authorized bank signer on disbursement and payroll account.
Tony A. Connell	Vice President Authority to sign bids, bonds, contracts, change orders, subcontracts and lien releases. Authorized signer on disbursement and payroll account. No authority to borrow funds on behalf of the company.
William S. Anderson	Vice President of Estimating Authority to sign bids, bonds, contracts, change orders, subcontracts and lien releases. No authority to borrow funds on behalf of the company.
Kevin D. Anderson	Aggregate Development Manager Authority to sign gravel pit related contracts and asphalt oil supply contracts including transportation. No authority to borrow funds on behalf of the company.
Sheri C. Welch	Vice President and Chief Financial Officer, Secretary/ Treasurer Authority to sign lien releases, administrative and equipment contracts. Authorized bank signer on bank accounts and certificates of deposit. Authority to borrow funds on behalf of the company up to \$1,500,000. Authority to sign Bank of Colorado Operating Lines.
Jennifer Lindblad	Assistant Secretary, Authority to attest on corporate documents.
Margie L. Lewis	Assistant Secretary, Authority to attest on corporate documents.

By informal action the shareholders unanimously ratified all actions of the officers taken over the past year on behalf of the Corporation within the scope of their authority.

This informal action of shareholders may be executed in counterparts.

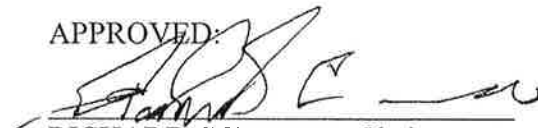
This informal action is effective as of September 10, 2020.

Respectfully submitted,



Sheri C. Welch
Secretary

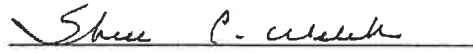
APPROVED:



RICHARD CONNELL, Chairman



TONY A. CONNELL



SHERI C. WELCH



SANDRA C. HEINE

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 23rd day of August, 2022.



Jennifer Lindblad
Jennifer Lindblad, Assistant Secretary
Witness

PRINCIPAL: Connell Resources, Inc.

By: William S. Anderson
William S. Anderson, Vice President

7785 Highland Meadows Parkway, Suite 100
Fort Collins, CO 80528
(Address)



K'Anne E. Vogel
K'Anne E. Vogel, Witness to Surety
Witness

SURETY: Travelers Casualty and Surety Company of America

By: Christina L. Townsend
Christina L. Townsend, Attorney-in-Fact

One Tower Square
Hartford, CT 06183
(Address)

Surety's No. (860) 277-0111

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna L. Adams, Ashley K. Anderson, Barbara J. Arnold, Timothy J. Blanchard, Lynn Christine Bosman, Mary Ann Eurich, Vickie Golobic, Andrew P. Walters, Nikki M. Mosbrucker, Terri L. Reese, Robert Charles Torrez, Christina L. Townsend, K'Anne E Vogel, Nicole Lee McGuire, and Jennifer J. Walker of Denver, Colorado,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.:

OR

Project Description: Eaton Pipeline Project (Phase 2)

Principal: Connell Resources, Inc.

Obligee: North Weld County Water District

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

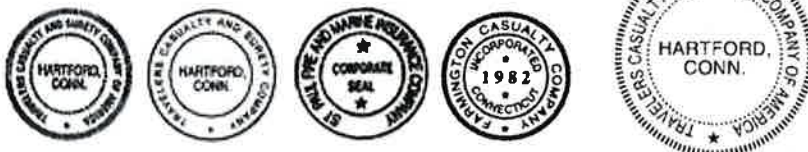
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of August, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. To verify Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
8-16	Black Eagle Fence
90-100	G2 Seeding
19	Garrette Construction, Inc.
5	Ground Engineering Consultants
6	Kelley Dewatering & Construction
4, 86, 87, 104	Northern Engineering Services
3	Quality Traffic Control
Pipeline Materials	Ferguson Waterworks
FRP	Hobas Pipe USA
Aggregates	J2 Contracting

SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 01 is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 01** is made effective this **11th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 19 2022

Firm: Connell Resources, Inc.

Official Address

7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By:



William S Anderson, Vice President

1. The date for the pre-bid conference, as described in Section 00 11 16 (Invitation to Bid) as July 14th, 2022, has been postponed. The date for the pre-bid conference is uncertain and will remain "To Be Determined" until further notice. PIC will apprise all bidders of the meeting date via addendum when the pre-bid conference date is determined.

END OF SECTION

SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 02 is attached to this cover page. This addendum, including attachments, is 16 total pages.

This **ADDENDUM NO. 02** is made effective this **18th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 07/19/2022

Firm: Connell Resources, Inc.

Official Address

7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By:  _____

William S Anderson, Vice President

1. The pre-bid conference will be held on **Friday, July 22nd, 2022, at 10:00 a.m. MDT**. The pre-bid conference will be held at NWCWD's office at **32825 County Road 39, Lucerne, CO 80646**.
2. A Specification in the North Weld County Water District Design Criteria Standards for Potable Water Distribution System has been updated. In Section 33 05 20 "Ductile Iron Pipe and Fittings", Paragraph 2.03.D.1 currently states that ductile iron fittings in underground locations shall be coated with "Zinc with finishing layer topcoat, per Paragraph 2.01.E.1 of this Section." Paragraph 2.01.E.1 states "The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc per ISO 8179." However, zinc for fittings is applied with zinc paint as opposed to zinc for pipe, which is arc-sprayed. Paragraph 2.01.D.1 has been modified as follows:

<p>D. Coatings</p> <ol style="list-style-type: none">1. Underground Locations:<ol style="list-style-type: none">a. <u>The exterior of ductile iron fittings shall be coated with a layer of zinc paint per ISO 8179 with finishing layer topcoat; or Zinc with finishing layer topcoat, per Paragraph 2.01.E.1 of this Section; or</u>
--

Replace Section 33 05 20 in its entirety with the attached version.

END OF SECTION

SECTION 00 90 03

ADDENDUM NO. 03

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 03 is attached to this cover page. This addendum, including attachments, is 66 total pages.

This **ADDENDUM NO. 03** is made effective this **25th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 25 2022

Firm: Connell Resources, Inc.

Official Address

7785 Highland Meadows Pkwy
Suite 100
Fort Collins, CO 80528

By: 

William S Anderson, Vice President

1. The project bid opening date has tentatively been rescheduled from the current date of July 28th, 2023 to August 23, 2022. This bid date may be pushed back again pending the execution of outstanding easement and crossing agreement items.

Replace Section 00 11 16 in its entirety with the attached version.

2. The Substantial Completion date for the Project has been changed from March 31st, 2023 to March 31st, 2024. Final completion has been changed from April 30th, 2023 to April 30th, 2024.

Replace Section 00 52 00 in its entirety with the attached version.

3. Weld County Road 72 is being paved from August 8th to September 16th. The road will be used as a detour route for the nearby Weld County WCR 74/33 Intersection project slated to begin in Spring of 2023, and no Right-of-Way Permits will be issued by Weld County for WCR-72 between WCR-31 and WCR-33 from approximately April 17th, 2023 through August 24th, 2023; the detour will be active during this time.

Bidders shall be advised that asphalt replacement will be required for the two crossings of WCR-72 east of WCR 31 in accordance with Section 10.7.5 of the *Weld County Engineering and Construction Criteria*. Weld County will be paving a width of 26-feet with an asphalt depth of 3-inches. An asphalt replacement depth of 4-inches will be required by the selected Eaton Pipeline (Phase 2) contractor at each crossing. Section 00 41 00 Bid Form and Section 01 20 00 Measurement and Payment have been updated accordingly.

79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60		
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4		
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157		
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104		
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4		
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206		

Replace Sections 00 41 00 and 01 20 00 in their entirety with the attached versions.

END OF SECTION

SECTION 00 90 04

ADDENDUM NO. 04

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 04 is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 04** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: August 12 2022

Firm: Connell Resources, Inc.

Official Address

7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By: 

William S Anderson, Vice President

The following changes were made to the proposed Bid-Opening:

1. The Bid-Opening for the Eaton Pipeline Project (Phase 2) will now be held on **08/24/2022 at 11:00 a.m.**

The following questions were proposed by a contractor:

1. **Will North weld provide construction water at no cost, or should we include payment for construction water?**
 - a. *Yes, construction water will be provided at no cost.*
 - b. *Do not include payment for construction water.*
 - c. *All the contractor will need to do is check out a construction meter from NWCWD so they can account for the water used, but the contractor will not be required to pay for the water.*
2. **How far off the pipe shall the 12" Blowoff be installed? On the plan sheet there is a call out on the profile for this blowoff at station 227+56 but on the plan view it only calls for a 36" BFV at station 227+65, and it doesn't call out the blowoff or show where the discharge will be located, can you clarify for me.**
 - a. *Since the blowoff is called-out on the east bank of the Montgomery Seepage Ditch, the blowoff riser may be located immediately adjacent to the gate valve and to the tee/45° elbow shown on Standard Detail No. 3314203.*
 - b. *The blowoff shall be located on the north side of the pipeline.*
 - c. *There is no anticipated need for extra length of horizontal pipe since the blowoff is so close to the Ditch.*
 - d. *The contractor shall include necessary MJ adaptors, e.g., Foster Adaptors, for this item.*
3. **Could you please verify that concrete thrust blocks are not required on this project, the restraint appears to be designed.**
 - a. *West Tie-In at Station 200+00: No thrust block required; the previous pipe design west of this location anticipated the tee fitting, so restrained joints are only required as shown on Dwg. C-221.*
 - b. *East Tie-in at Station 312+30±: No thrust blocks required; the design utilizes restrained pipe joints to satisfy thrust restraint requirements.*
 - c. *Refer to the attached drawings for revised restrained joint length requirements along the alignment.*
4. **Is the district allowing for push on type fittings (restrained, of course) or are they requiring mechanical joints i.e., megalugs etc. for all the fittings?**
 - a. *Restrained mechanical joints are preferred for all fittings to increase flexibility during construction; however, restrained push-on joints for fittings are permitted per Section 33 05 20, Part 2.03.A.2.a.*
5. **The Montgomery seepage ditch measurement and payment references a clay liner, can you elaborate on the thickness or material that will be required for this clay liner?**
 - a. *The Clay Liner, described in Bid Item No. 39, shall be a CL or CH material, 2-feet-thick, 95% Relative Compaction, within ±2% of Optimum Moisture Content.*
 - b. *Compact native backfill between the top of the Bedding Zone and the bottom of the Clay Liner, the same as the surrounding pipe trench.*
6. **If we wanted to bore under the gas lines at 243+00 would that be acceptable to the owner? I would think we would use the same 54" FRPM jacking pipe, but it may require that the waterline be slightly lower to accommodate the separation between the gas lines and the casing.**

- a. *There is no objection to crossing these lines trenchlessly versus open-cutting.*
 - b. *The conditions of the ENCROACHMENT STIPULATION LETTER, attached as a Supplement to the Project Manual shall be satisfied.*
 - c. *The required clearance would pertain to a casing pipe in the situation proposed, e.g., 2-foot minimum clearance between the CIG gas lines and the top-of-casing pipe.*
 - d. *Final approval would lie with Kinder Morgan who operates the CIG gas lines.*
 - e. *Yes, assume a 54-inch FRPM jacking pipe for the casing.*
- 7. I am curious why the road crossing asphalt patches vary so greatly between the north south roads and the east west roads, you are saying we will patch 18 and 15 CY on CR 31 and 33 but only 6.4 CY on CR 72, can you explain the reasoning for this?**
- a. *The primary difference between the quantities is the depth of the asphalt patches at the various locations.*
 - b. *For the WCR 31 & WCR 33 Crossings, a depth of 8-inches was assumed since these are permanent, paved roads.*
 - c. *For the crossings of the new asphalt on WCR 72, the County indicated that these are only being paved to facilitate the detours for the WCR 74/33 Intersection Project. As such, 4-inches of depth was assumed for these crossings as indicated in Addendum #3, per discussions with the County.*
- 8. The spec is stating that we can use sand for bedding if noted on the construction drawings and approved by the engineer. The drawings reference the specs and don't specifically deal with the sand for bedding. I would like to ask if the sand bedding would be allowed on this project?**
- a. *Sand meeting the requirements of Standard Specification Section 31 23 35, Part 2.03.C.4 will be allowed for use by the Engineer provided it satisfies the specified gradation.*
- 9. Amend section 33 05 07 as follows.**
- a. *Add "or Type 1, Liner 2, Grade 3" to Part 2.02.A.1.*
 - b. *Add "Hobas," to Part 2.02.D.1.*

END OF SECTION

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SECTION 00 90 05

ADDENDUM NO. 05

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 05 is attached to this cover page. This addendum, including attachments, is four (4) total pages.

This **ADDENDUM NO. 05** is made effective this **19th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager


North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: August 22 2022

Firm: Connell Resources, Inc.

Official Address
7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By: 
William S Anderson, Vice President

The following questions were asked by Bidders:

1. *What are y'all looking for in regards to A copy of rate schedules related to protection of work during winter working conditions (e.g., Article 6.05 of the Bid Form)?*

Response: If extraneous efforts beyond what would be required in non-freezing weather conditions, e.g., blanketing and providing auxiliary heat for cast-in-place concrete, are anticipated by the Bidder, the Bidder shall provide a copy of rate schedules related to protection of work during winter working conditions.

2. *The Montgomery Irrigation Ditch calls for bypass of flows. Is this ditch anticipated to be dry when construction occurs? Or do we know about how much we are to bypass?*

Response: The Montgomery Seepage Ditch appears to primarily catch tailwater during irrigation season. The Engineer has not observed substantial flows coming down the Ditch, but it may vary depending on the surrounding irrigation, precipitation, etc. The Engineer has not monitored flows in the Ditch to quantify the required bypass flow rate. It's not reasonable to anticipate that the Ditch will be completely "dry" during construction since it may convey stormwater from the surrounding vicinity.

3. *Can post bid qualifications be submitted electronically? It would be hard to compile and deliver by 1pm the following day. Please advise.*

Response: The four Bidders who attended the mandatory Pre-Bid Conference are considered "qualified." No additional post-Bid qualifications need to be submitted by 1:00 p.m. on the day following the Bid Opening.

4. *(General questions pertaining to Work the Bidder feels is necessary to complete the Project as it relates to the Bid Items shown on the Bid Form).*

Response: Bidders should review the requirements set forth in Section 01 20 00 (Article 1.03) for guidance.

5. *So any subcontractor we use over \$10K needs to be turned in with the bid?*

Response: Yes, per Section 00 43 36.

6. *Builder's Risk is requested for this project. Is this an oversight or intentional?*

Response: It is intended. Provide Builders "All Risk" Insurance, per the requirements of Section 00 73 00 (Article SC-6.03.F.5).

7. *Can the district provide any further clarification as to what is included in 4.04 Special Damages? Are there current agreements in place that are dependent on the March 31st, 2024 and April 30th, 2024 completion dates and Special Damages associated?*

Response: The primary concern regarding damages pertains to the conditions of the existing Easement Agreements that were acquired for the project. These conditions are included in Part 3 of Section 31 01 01, per each landowner. Due to the sensitivity from the landowners, primarily having to do with irrigation and agricultural activities, it's imperative that the contractor be off these properties per these Easement Agreements.

8. *Section 33 05 20 C.a. minimum pipe class for pipe 4-54": special thickness Class S2 while the bid items for the 36" pipe is calling for Class 200, please clarify the pressure class and the wall thickness to be used on the 36" DI Pipe.*

The 36-inch transmission pipe shall be Pressure Class 200 (minimum; nominal wall thickness = 0.42-inches) DIP, as called-out in the profiles of the Plan & Profile Drawings. Other DIP, e.g., blowoff piping, etc., shall be Special Thickness Class 52 (minimum), per Section 33 05 20 of NWCWD's Standard Specifications.

9. *Please clarify if message boards will be required for any of the work on this project?*

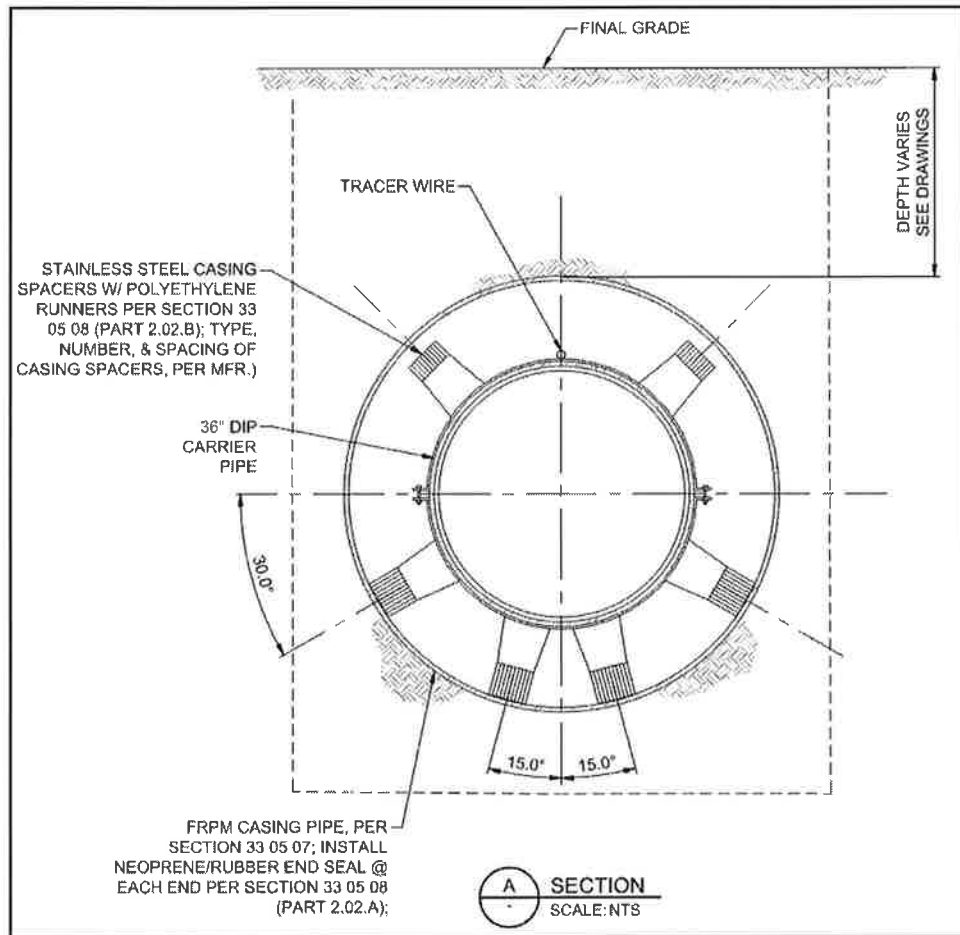
Response: Yes. The County typically requires these as a condition of the Right-of-Way permits.

10. *Please clarify if the fence remove and replace items will need to have new fence and post materials installed in the final location or if the original materials can be reused.*

Response: The drawings generally call out for the various fences to be "Removed and Reset," and Section 31 01 01 generally discusses reconstruction of fences. Some of the fences are more robust, e.g., steel drill pipe with tensioned cable strands, and contractors on previous sections of the pipeline were able to reconstruct the fence, post-construction. Other fences, e.g., wire fences, may be reconstructed, if feasible, so long as the post-construction fence is in a condition that is as good as the pre-construction condition of the fence. Section 31 01 01 does call out for some items to be replaced, e.g., gates on the 35321 Estate property, etc.

11. Please provide a detail for the FRP casing pipe, and if there will be any blow sand or grout required to fill the void between the carrier and casing pipe.

Response: In general, items that will be in the annular space between the outside wall of the carrier pipe and the inside wall of the casing pipe are casing spacers, joint bonding wires, and polyethylene encasement. No sand will be blown-in, and no grout will be placed in the annulus. The contractor shall coordinate with the DIP supplier regarding the extension of proprietary restrained joints as a part of final installation of the carrier pipe within the casing pipe. The following simple cross-section of the carrier pipe in the casing pipe is shown below:



END OF SECTION

This Bid is submitted to:
North Weld County Water District, Attention: Eric Reckentine
PO Box 56, 32825 Weld County Road 39
Lucerne, Colorado 80646

SEALED BID ENCLOSED FOR:
Eaton Pipeline Project, Phase 2

August 24, 2022 at 11:00am

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



SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-106)	LS	1	\$400,000.00	\$400,000.00
2	Clearing and Grubbing	LS	1	\$40,000.00	\$40,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
3	Construction Traffic Control	LS	1	\$80,000.00	\$80,000.00
4	Construction Surveying	LS	1	\$20,000.00	\$20,000.00
5	Field Quality Control Testing	LS	1	\$30,000.00	\$30,000.00
6	Dewatering	LS	1	\$550,000.00	\$50,000.00
7	Erosion and Sedimentation Control	LS	1	\$50,000.00	\$50,000.00
8	Remove and Reset Guy Wire	EA	2	\$5,000.00	\$10,000.00
9	Remove and Reset Existing Steel Fence – LetRBuck, LLC	LF	80	\$95.00	\$7,600.00
10	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – LetRBuck, LLC	LF	190	\$35.00	\$6,650.00
11	Install and Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	EA	1	\$2,500.00	\$2,500.00
12	Remove and Reset Existing Steel Fence – 35321 Estate, LLC	LF	80	\$80.00	\$6,400.00
13	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – 35321 Estate, LLC	LF	1,764	\$15.00	\$26,460.00
14	Install and Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	LS	1	\$2,500.00	\$2,500.00
15	Remove and Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	LF	80	\$40.00	\$3,200.00
16	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	LF	316	\$30.00	\$9,480.00
17	Tie-in to Phase 0 (Sta. 200+00)	LS	1	\$40,000.00	\$40,000.00
18	East Terminus Tie-in at WCR-33	LS	1	\$50,000.00	\$50,000.00
19	Sheet Piling at East Terminus	LF	40	\$2,000.00	\$80,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
20	Pipe - 36-Inch DI Pressure Class 200 with Push-On Joints	LF	7,908	\$404.00	\$3,194,832.00
21	Pipe - 36-Inch DI Pressure Class 200 with Restrained Joints	LF	3,328	\$510.00	\$1,697,280.00
22	Pipe - 8-inch DI Special Thickness Class 52 with Restrained Joints	LF	3	\$1,290.00	\$3,870.00
23	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	EA	4	\$972.00	\$3,888.00
24	Blow-off Assembly - 12-Inch	EA	1	\$65,000.00	\$65,000.00
25	Blow-off Assembly - 8-Inch	EA	1	\$50,000.00	\$50,000.00
26	Dual Body Air Valve w/MH Off 36-Inch Main	EA	1	\$60,000.00	\$60,000.00
27	Fitting - 36-Inch x 30-Inch MJ Reducer	EA	1	\$11,313.00	\$11,313.00
28	Fitting - 36-Inch - 11.25° DI Elbow with MJs	EA	1	\$11,772.00	\$11,772.00
29	Fitting - 36-Inch - 45° DI Elbow with MJs	EA	20	\$12,753.00	\$255,060.00
30	Fitting - 36-Inch - 90° DI Elbow with MJs	EA	8	\$15,500.00	\$124,000.00
31	Fitting - 36-Inch - Cap/Plug with Restrained MJs	EA	1	\$11,000.00	\$11,000.00
32	Fitting - 8-Inch x 8-Inch DI Tee with MJs	EA	2	\$3,020.00	\$6,040.00
33	Fitting - 8-Inch - 90° DI Elbow with MJs	EA	1	\$2,880.00	\$2,880.00
34	Fitting - 8-Inch - 45° DI Elbow with MJs	EA	1	\$2,880.00	\$2,880.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
35	Valve - 30-Inch Butterfly with MJs (Buried)	EA	1	\$34,000.00	\$34,000.00
36	Valve - 36-Inch Butterfly with MJs	EA	3	\$38,000.00	\$114,000.00
37	Valve - 8-Inch Gate with MJs	EA	3	\$4,700.00	\$14,100.00
38	Gas Line Crossing (Sta. 206+39±)	LS	1	\$7,250.00	\$7,250.00
39	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	LS	1	\$80,500.00	\$80,500.00
40	Gas Line Crossing (Sta. 227+91±)	LS	1	\$7,250.00	\$7,250.00
41	Gas Line Crossing (Sta. 242+55±)	LS	1	\$50,000.00	\$50,000.00
42	Gas Line Crossing (Sta. 242+75±)	LS	1	\$50,000.00	\$50,000.00
43	Gas Line Crossing (Sta. 242+99±)	LS	1	\$50,000.00	\$50,000.00
44	Gas Line Crossing (Sta. 245+12±)	LS	1	\$7,250.00	\$7,250.00
45	Gas Line Crossing (Sta. 245+26±)	LS	1	\$7,250.00	\$7,250.00
46	Gas Line Crossing (Sta. 245+37±)	LS	1	\$7,250.00	\$7,250.00
47	Waterline Crossing (Sta. 245+41±)	LS	1	\$7,250.00	\$7,250.00
48	Comms. Line Crossing (Sta. 245+42±)	LS	1	\$7,250.00	\$7,250.00
49	Comms. Line Crossing (Sta. 245+46±)	LS	1	\$7,250.00	\$7,250.00
50	Comms. Line Crossing (Sta. 253+44±)	LS	1	\$7,250.00	\$7,250.00
51	Waterline Crossing (Sta. 253+45±)	LS	1	\$7,250.00	\$7,250.00
52	Gas Line Crossing (Sta. 253+83±)	LS	1	\$7,250.00	\$7,250.00
53	Gas Line Crossing (Sta. 254+12±)	LS	1	\$7,250.00	\$7,250.00
54	Irrigation Line Crossing (Sta. 255+08±)	LS	1	\$7,250.00	\$7,250.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
55	Gas Line Crossing (Sta. 256+49±)	LS	1	\$7,250.00	\$7,250.00
56	Waterline Crossing (Sta. 256+58±)	LS	1	\$7,250.00	\$7,250.00
57	Gas Line Crossing (Sta. 256+75±)	LS	1	\$7,250.00	\$7,250.00
58	Gas Line Crossing (Sta. 256+79±)	LS	1	\$7,250.00	\$7,250.00
59	Gas Line Crossing (Sta. 278+20±)	LS	1	\$7,250.00	\$7,250.00
60	Gas Line Crossing (Sta. 284+52±)	LS	1	\$7,250.00	\$7,250.00
61	Comms. Line Crossing (Sta. 284+62±)	LS	1	\$7,250.00	\$7,250.00
62	Gas Line Crossing (Sta. 284+72±)	LS	1	\$7,250.00	\$7,250.00
63	Waterline Crossing (Sta. 284+80±)	LS	1	\$7,250.00	\$7,250.00
64	Gas Line Crossing (Sta. 285+37±)	LS	1	\$7,250.00	\$7,250.00
65	Gas Line Crossing (Sta. 302+71±)	LS	1	\$50,000.00	\$50,000.00
66	Irrigation Line Crossing (Sta. 303+60±)	LS	1	\$26,600.00	\$26,600.00
67	Electric Line Crossing (Sta. 303+62±)	LS	1	\$7,250.00	\$7,250.00
68	Gas Line Crossing (Sta. 311+49±)	LS	1	\$7,250.00	\$7,250.00
69	Waterline Crossing (Sta. 312+31±)	LS	1	\$7,250.00	\$7,250.00
70	Comms. Line Crossing (Sta. 312+37±)	LS	1	\$7,250.00	\$7,250.00
71	West Lucas Lateral Ditch Crossing, Open Cut	LS	1	\$63,000.00	\$63,000.00
72	East Lucas Lateral Ditch Crossing, Open Cut	LS	1	\$63,000.00	\$63,000.00
73	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	LS	1	\$5,000.00	\$5,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
74	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	LF	60	\$1,500.00	\$90,000.00
75	Flow Fill (WCR-72, Sta. 245+29)	CY	175	\$170.00	\$29,750.00
76	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	LF	55	\$1,625.00	\$89,375.00
77	Asphalt - Remove and Replace (WCR-31, Sta. 253+70)	CY	18	\$820.00	\$14,760.00
78	Flow Fill (WCR-31, Sta. 253+70)	CY	166	\$170.00	\$28,220.00
79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60	\$1,500.00	\$90,000.00
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4	\$2,400.00	\$15,360.00
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157	\$170.00	\$26,690.00
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104	\$1,250.00	\$130,000.00
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4	\$2,400.00	\$15,360.00
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206	\$190.00	\$39,140.00
85	Road Crossing, Open Cut at WCR 33 (Sta. 311+13± to Sta. 312+30±) with 54" FRPM Casing	LF	117	\$1,100.00	\$128,700.00
86	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	CY	15	\$1,275.00	\$19,125.00
87	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	CY	173	\$201.00	\$34,773.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
88	Pre-Construction Topographical Survey, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	\$1,000.00	\$1,000.00
89	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	\$1,000.00	\$1,000.00
90	Dredging and Haul-Off – Hardesty Revocable Trust Irrigation Pond	CY	86	\$250.00	\$21,500.00
91	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	LS	1	\$26,000.00	\$26,000.00
92	Site Restoration, Letrbuck (Sta. 225+90± to Sta. 227+32±)	LS	1	\$5,000.00	\$5,000.00
93	Site Restoration, 39321 Estate (Sta. 227+32± to Sta. 244+99±)	LS	1	\$12,000.00	\$12,000.00
94	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	LS	1	\$3,000.00	\$3,000.00
95	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	LS	1	\$2,000.00	\$2,000.00
96	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	LS	1	\$30,000.00	\$30,000.00
97	Site Restoration, Long Meadow Farm (Sta. 254+03± to Sta. 256+39±)	LS	1	\$2,500.00	\$2,500.00
98	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	LS	1	\$3,000.00	\$3,000.00
99	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± to Sta. 284+46±)	LS	1	\$35,000.00	\$35,000.00
100	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	LS	1	\$3,000.00	\$3,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
101	Site Restoration, Anderson (Sta. 285+06± to Sta. 311+82±)	LS	1	\$17,000.00	\$17,000.00
102	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	LS	1	\$2,000.00	\$2,000.00
103	Cathodic Protection and Joint Bonding	LS	1	\$120,000.00	\$120,000.00
104	Pressure Testing	LS	1	\$10,000.00	\$10,000.00
105	Disinfection	LS	1	\$10,000.00	\$10,000.00
106	Record Drawings	LS	1	\$1.00	\$1.00
Base Bid Total				\$8,765,809.00	
Total of Lump Sum and Unit Price Bids = Total <u>Base</u> Bid Price (in words):					
<i>Eight million, seven hundred sixty five thousand, eight hundred and nine dollars and ⁰⁰/₁₀₀.</i>					

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor

shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period





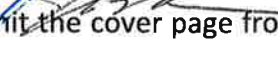
A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	7/11/2022	 7/11/2022
2	7/18/2022	 7/18/2022
3	7/25/2022	 7/25/2022
4	8/12/2022	 8/12/2022
5	8/19/2022	 8/19/2022

B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been

identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.
 - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of 10% of total bid amount Dollars (~~\$10% of total bid amount~~) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on

ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

A. The full names and addresses of parties interested in this Bid as principals are as follows:


A list of Garney's corporate organizational chart is attached.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

BIDDER hereby submits this Bid as set forth above:

Bidder:

Garney Companies, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Joel Heimbuck
(typed or printed)

Title: Director of Operations
(typed or printed)

Date: August, 24, 2022
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Nikia Steppins
(typed or printed)

Title: Assistant Secretary
(typed or printed)

Date: August, 24, 2022
(typed or printed)



Address for giving notices:

7911 Shaffer Parkway
Littleton, CO 80127

Bidder's Contact:

Name: Gary Haas
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 970-222-4124

Email: ghaas@garney.com

Address:

7911 Shaffer Parkway
Littleton, CO 80127

Corporate Address: 1700 Swift Street, North Kansas City, MO 64116

Bidder's Contractor License No.: (if applicable) N/A for the State of Colorado

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF Colorado)
) ss.
COUNTY OF Weld)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,
Garney Companies, Inc. of the City of
Littleton County of Jefferson and State of
Colorado (hereinafter called "Principal") as Principal, and
The Continental Insurance Company (hereinafter called "Surety") as surety, a corporation organized
and existing under and by virtue of the laws of the State of Pennsylvania and authorized to
do business within the State of Colorado and to act as surety on bonds for principals, are held
and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee,
in the sum of
Ten Percent (10%) of the Total Amount Bid
Dollars (\$ 10%) in lawful money of the United States, for the payment of which sum,
well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written
agreement with Owner for Construction of the Eaton Pipeline Project (Phase 2) hereinafter
referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept
the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner
in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or
Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and
give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum
between the amount specified in said Bid and such larger amount for which Owner may in good
faith contract with another party to perform the Work covered by said Bid, then (3) this obligation
shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not
less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum
of this Bid Bond will become LIQUIDATED DAMAGES (as detailed in the Bid Form), and subject
to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 10th day of August, 2022.

Mika Steppins
Mika Steppins
Assistant Secretary
Witness



PRINCIPAL: Garney Companies, Inc.

By: [Signature]
Joel Heimbuck, Director

7911 Shaffer Parkway, Littleton, CO 80127
(Address)

SURETY: The Continental Insurance Company

By: [Signature]
Thuyduong Le, Attorney-in-Fact

By: [Signature]
Cedric Wong, Witness
Witness

151 N. Franklin Street, Chicago, IL 60606
(Address)

Surety's No. (312) 822-7517

END OF SECTION

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda)

On August 10, 2022 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Thuyduong Le,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Misty R Hemje, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of July, 2021.

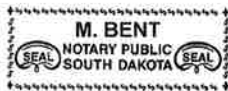


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 10th day of August, 2022.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Form F6850-4/2012

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
SURVEYING	MAJESTIC SURVEYING
DEWATERING	KELLEY DEWATERING
FENCE	TOWN + COUNTRY FENCE
BLUETEC MOSAIC ENVIRONMENTAL	EROSION CONTROL
TESTING	GROUND ENGINEERING
EROSION CONTROL	MOSAIC ENV

Section 6.05 of the Bid Form: Equipment Rental

A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

Classification	Billing Rate	Hourly OT Rate
Principle-In-Charge	\$ 295.00	
Regional Manager	\$ 204.00	
Sr. Project Manager	\$ 164.00	
Project Manager	\$ 141.00	
Asst Project Manager	\$ 118.00	
Project Engineer	\$ 94.00	
Sr. Superintendent	\$ 181.00	
Superintendent	\$ 147.00	
Assist. Superintendent	\$ 109.00	
Field Engineer	\$ 94.00	
Clerk / Secretary (Jobsite)	\$ 58.00	
Project Coordinator	\$ 69.00	
Safety Manager	\$ 130.00	
QA/QC Support	\$ 136.00	
Chief Estimator	\$ 153.00	
Sr. Estimator	\$ 135.00	
Estimator	\$ 114.00	
Foreman (Job Foreman)	\$ 90.00	\$ 135.00
Lead Excavator Operator	\$ 83.00	\$ 124.50
Backfill Excavator Operator	\$ 70.00	\$ 105.00
Pipe Layer	\$ 62.00	\$ 93.00
Top Man	\$ 60.00	\$ 90.00
Laborer	\$ 56.00	\$ 84.00
General Operator	\$ 69.00	\$ 103.50
Intern / Co-Op	\$ 54.00	\$ 81.00

EQUIPMENT DESCRIPTION	MONTHLY BLUEBOOK RENTAL RATE	DAILY BLUEBOOK RENTAL RATE (based on shifts per month)	HOURLY BLUEBOOK OPERATING COSTS
EXCAVATOR: CAT 349F - PIPE	\$ 23,775.00	\$ 1,188.75	113.83
EXCAVATOR: CAT 390FL - PIPE	\$ 37,730.00	\$ 1,886.50	170.69
LOADER: DEERE 624L - PIPE	\$ 8,800.00	\$ 440.00	32.89
LOADER: DEERE 644L - PIPE	\$ 8,945.00	\$ 447.25	37.40

GARNEY COMPANIES, INC. CORPORATE ORGANIZATION



EXECUTIVE COMMITTEE

OFFICER & DIRECTOR TEAM // CORPORATE SERVICES

MIKE HEITMANN
CEO
North Kansas City, MO

SCOTT PARRISH
President
North Kansas City, MO

TOM ROBERTS

Director of Financial Reporting/Secretary
North Kansas City, MO

MARK KELLY

Director - Business Development
Sarasota, FL

MIKE STRONG

Director - General Counsel
North Kansas City, MO

OFFICER & DIRECTOR TEAM // OPERATIONS

TIMOTHY BEHLER
COO - Eastern Plant
Winter Garden, FL

MATTHEW FOSTER
COO - Western Pipe
North Kansas City, MO

WAYNE O'BRIEN
COO - Western Plant
Littleton, CO

JASON SEUBERT
COO - Eastern Pipe
Winter Garden, FL

DAVID BURKHART
Vice President
North Kansas City, MO

STEPHEN FORD
Vice President
Nashville, TN

GREG HARRIS
Vice President
Middleborough, MA

BRIAN BRANDSTETTER
Director
Middleborough, MA

JORDAN CARRIER
Director
Fairfax, VA

JOEL HEIMBUCK
Director
Littleton, CO

JAY MCQUILLEN, P.E.
Director - Garney Federal
Scotts Valley, CA

MATTHEW REAVES
Director
Charlotte, NC

SCOTT REUTER, P.E.
Director
Winter Garden, FL

JEFF SEAL
Director
Nashville, TN

DANIEL SMOLIK
Director
Winter Garden, FL

ERIC WAGNER
Director
Winter Garden, FL

BILL D. WILLIAMS
Director
Littleton, CO



SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 01 is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 01** is made effective this **11th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 11, 2022

Firm: Garney Companies, Inc.

Official Address

By: 
Joel Heimbuck, Director of Operations

7911 Shaffer Parkway, Littleton, CO 80127

SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 02 is attached to this cover page. This addendum, including attachments, is 16 total pages.

This **ADDENDUM NO. 02** is made effective this **18th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 18, 2022

Firm: Garney Companies, Inc.

Official Address

By: 
Joel Heimbeck, Director of Operations

7911 Shaffer Parkway, Littleton, CO 80127

SECTION 00 90 03

ADDENDUM NO. 03

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 03 is attached to this cover page. This addendum, including attachments, is 66 total pages.

This **ADDENDUM NO. 03** is made effective this **25th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 25, 2022

Firm: Garney Companies, Inc.

Official Address

By: 
Joel Heimbeck, Director of Operations

7911 Shaffer Parkway, Littleton, CO 80127

SECTION 00 90 04

ADDENDUM NO. 04

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 04 is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 04** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: August 12, 2022

Firm: Garney Companies, Inc.

Official Address

By: 
Joel Heimbeck, Director of Operations

7911 Shaffer Parkway, Littleton, CO 80127

SECTION 00 90 05

ADDENDUM NO. 05

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 05 is attached to this cover page. This addendum, including attachments, is four (4) total pages.

This **ADDENDUM NO. 05** is made effective this **19th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: August 24, 2022

Firm: Garney Companies, Inc.

Official Address

By: 
Joel Heimbeck, Director of Operations

7911 Shaffer Parkway, Littleton, CO 80127



**CERTIFIED COPY OF RESOLUTION
OF SOLE DIRECTOR OF GARNEY COMPANIES, INC.**

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 3rd day of December, 2021 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

- | | |
|-----------------------|---|
| Michael H. Heitmann | CEO |
| Scott A. Parrish | President |
| Timothy M. Behler | Vice President/COO - Eastern Plant |
| Wayne A. O'Brien | Vice President/COO - Western Plant |
| Matthew T. Foster | Vice President/COO - Western Pipe |
| Jason A. Seubert | Vice President/COO - Eastern Pipe |
| David R. Burkhardt | Vice President |
| Stephen P. Ford | Vice President |
| Gregory K. Harris | Vice President |
| Jay L. McQuillen, Jr. | Director - Garney Federal |
| Thomas J. Roberts | Director of Financial Reporting/Secretary |
| Mark A. Kelly | Director - Business Development |
| Michael D. Strong | Director - General Counsel |
| Michael E. Gardner | Director |
| Scott J. Reuter | Director |
| Jeffrey P. Seal | Director |
| Daniel R. Smolik | Director |
| William D. Williams | Director |
| Michael Joel Heimback | Director |
| Eric C. Wagner | Director |
| Brian B. Brandstetter | Director |
| Jordan S. Carrier | Director |
| Matthew W. Reaves | Director |

are hereby authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 3rd day of December, 2021.



Thomas J. Roberts
Thomas J. Roberts, Corporate Secretary

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,
GARNEY COMPANIES, INC.

is an entity formed or registered under the law of Missouri, 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 19981169014.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/08/2022 that have been posted, and by documents delivered to this office
electronically through 03/09/2022 @ 11:05:03.

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 03/09/2022 @ 11:05:03 in accordance with applicable law.
This certificate is assigned Confirmation Number 13853382.



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 Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



1775 E. 69th Avenue, Denver, CO 80229

Eaton Pipeline Project-Phase 2
North Weld County Water District

ATTN: Eric Reckentine
P.O. Box 56, 32825 Weld County Road 39
Lucerne, CO 80646

Bid Opening: August 24, 2022 @ 11:00 AM

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
 - A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-106)	LS	1	421,000 ⁻	421,000 ⁻
2	Clearing and Grubbing	LS	1	33,000 ⁻	33,000 ⁻

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
3	Construction Traffic Control	LS	1	105,000 ⁻	105,000 ⁻
4	Construction Surveying	LS	1	30,000 ⁻	30,000 ⁻
5	Field Quality Control Testing	LS	1	22,000 ⁻	22,000 ⁻
6	Dewatering	LS	1	243,350 ⁻	243,350 ⁻
7	Erosion and Sedimentation Control	LS	1	90,000 ⁻	90,000 ⁻
8	Remove and Reset Guy Wire	EA	2	3,600 ⁻	7,200 ⁻
9	Remove and Reset Existing Steel Fence – LetRBuck, LLC	LF	80	150 ⁻	12,000 ⁻
10	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – LetRBuck, LLC	LF	190	7 ⁻	1,330 ⁻
11	Install and Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	EA	1	5,000 ⁻	5,000 ⁻
12	Remove and Reset Existing Steel Fence – 35321 Estate, LLC	LF	80	105 ⁻	8,400 ⁻
13	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – 35321 Estate, LLC	LF	1,764	9 ⁻	15,876 ⁻
14	Install and Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	LS	1	5,000 ⁻	5,000 ⁻
15	Remove and Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	LF	80	7 ⁻	560 ⁻
16	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	LF	316	10 ⁻	3,160 ⁻
17	Tie-in to Phase 0 (Sta. 200+00)	LS	1	3,800 ⁻	3,800 ⁻
18	East Terminus Tie-in at WCR-33	LS	1	5,400 ⁻	5,400 ⁻
19	Sheet Piling at East Terminus	LF	40	825 ⁻	33,000 ⁻

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
20	Pipe - 36-Inch DI Pressure Class 200 with Push-On Joints	LF	7,908	458 ⁻	3,621,864 ⁻
21	Pipe - 36-Inch DI Pressure Class 200 with Restrained Joints	LF	3,328	608 ⁻	2,023,424 ⁻
22	Pipe - 8-inch DI Special Thickness Class 52 with Restrained Joints	LF	3	380 ⁻	1,140 ⁻
23	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	EA	4	43 ⁻	172 ⁻
24	Blow-off Assembly - 12-Inch	EA	1	18,500 ⁻	18,500 ⁻
25	Blow-off Assembly - 8-Inch	EA	1	13,000 ⁻	13,000 ⁻
26	Dual Body Air Valve w/MH Off 36-Inch Main	EA	1	30,000 ⁻	30,000 ⁻
27	Fitting - 36-Inch x 30-Inch MJ Reducer	EA	1	7,600 ⁻	7,600 ⁻
28	Fitting - 36-Inch - 11.25° DI Elbow with MJs	EA	1	8,300 ⁻	8,300 ⁻
29	Fitting - 36-Inch - 45° DI Elbow with MJs	EA	20	9,600 ⁻	192,000 ⁻
30	Fitting - 36-Inch - 90° DI Elbow with MJs	EA	8	8,500 ⁻	68,000 ⁻
31	Fitting - 36-Inch - Cap/Plug with Restrained MJs	EA	1	5,800 ⁻	5,800 ⁻
32	Fitting - 8-Inch x 8-Inch DI Tee with MJs	EA	2	700 ⁻	1,400 ⁻
33	Fitting - 8-Inch - 90° DI Elbow with MJs	EA	1	460 ⁻	460 ⁻
34	Fitting - 8-Inch - 45° DI Elbow with MJs	EA	1	440 ⁻	440 ⁻

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
35	Valve - 30-Inch Butterfly with MJs (Buried)	EA	1	24,000 ⁻	24,000 ⁻
36	Valve - 36-Inch Butterfly with MJs	EA	3	32,000 ⁻	96,000 ⁻
37	Valve - 8-Inch Gate with MJs	EA	3	8,200 ⁻	24,600 ⁻
38	Gas Line Crossing (Sta. 206+39±)	LS	1	7,700 ⁻	7,700 ⁻
39	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	LS	1	35,000 ⁻	35,000 ⁻
40	Gas Line Crossing (Sta. 227+91±)	LS	1	7,700 ⁻	7,700 ⁻
41	Gas Line Crossing (Sta. 242+55±)	LS	1	24,000 ⁻	24,000 ⁻
42	Gas Line Crossing (Sta. 242+75±)	LS	1	24,000 ⁻	24,000 ⁻
43	Gas Line Crossing (Sta. 242+99±)	LS	1	24,000 ⁻	24,000 ⁻
44	Gas Line Crossing (Sta. 245+12±)	LS	1	7,700 ⁻	7,700 ⁻
45	Gas Line Crossing (Sta. 245+26±)	LS	1	7,700 ⁻	7,700 ⁻
46	Gas Line Crossing (Sta. 245+37±)	LS	1	7,700 ⁻	7,700 ⁻
47	Waterline Crossing (Sta. 245+41±)	LS	1	4,200 ⁻	4,200 ⁻
48	Comms. Line Crossing (Sta. 245+42±)	LS	1	2,300 ⁻	2,300 ⁻
49	Comms. Line Crossing (Sta. 245+46±)	LS	1	2,300 ⁻	2,300 ⁻
50	Comms. Line Crossing (Sta. 253+44±)	LS	1	2,300 ⁻	2,300 ⁻
51	Waterline Crossing (Sta. 253+45±)	LS	1	4,200 ⁻	4,200 ⁻
52	Gas Line Crossing (Sta. 253+83±)	LS	1	7,700 ⁻	7,700 ⁻
53	Gas Line Crossing (Sta. 254+12±)	LS	1	7,700 ⁻	7,700 ⁻
54	Irrigation Line Crossing (Sta. 255+08±)	LS	1	4,300 ⁻	4,300 ⁻

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
55	Gas Line Crossing (Sta. 256+49±)	LS	1	7,700 ⁻	7,700 ⁻
56	Waterline Crossing (Sta. 256+58±)	LS	1	4,200 ⁻	4,200 ⁻
57	Gas Line Crossing (Sta. 256+75±)	LS	1	7,700 ⁻	7,700 ⁻
58	Gas Line Crossing (Sta. 256+79±)	LS	1	7,700 ⁻	7,700 ⁻
59	Gas Line Crossing (Sta. 278+20±)	LS	1	7,700 ⁻	7,700 ⁻
60	Gas Line Crossing (Sta. 284+52±)	LS	1	7,700 ⁻	7,700 ⁻
61	Comms. Line Crossing (Sta. 284+62±)	LS	1	2,300 ⁻	2,300 ⁻
62	Gas Line Crossing (Sta. 284+72±)	LS	1	7,700 ⁻	7,700 ⁻
63	Waterline Crossing (Sta. 284+80±)	LS	1	4,200 ⁻	4,200 ⁻
64	Gas Line Crossing (Sta. 285+37±)	LS	1	7,700 ⁻	7,700 ⁻
65	Gas Line Crossing (Sta. 302+71±)	LS	1	23,700 ⁻	23,700 ⁻
66	Irrigation Line Crossing (Sta. 303+60±)	LS	1	4,300 ⁻	4,300 ⁻
67	Electric Line Crossing (Sta. 303+62±)	LS	1	9,700 ⁻	9,700 ⁻
68	Gas Line Crossing (Sta. 311+49±)	LS	1	7,700 ⁻	7,700 ⁻
69	Waterline Crossing (Sta. 312+31±)	LS	1	4,200 ⁻	4,200 ⁻
70	Comms. Line Crossing (Sta. 312+37±)	LS	1	2,300 ⁻	2,300 ⁻
71	West Lucas Lateral Ditch Crossing, Open Cut	LS	1	16,000 ⁻	16,000 ⁻
72	East Lucas Lateral Ditch Crossing, Open Cut	LS	1	15,000 ⁻	15,000 ⁻
73	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	LS	1	5,600 ⁻	5,600 ⁻

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
74	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	LF	60	1,000 -	60,000 -
75	Flow Fill (WCR-72, Sta. 245+29)	CY	175	245 -	42,875 -
76	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	LF	55	1,000 -	55,000 -
77	Asphalt - Remove and Replace (WCR-31, Sta. 253+70)	CY	18	405 -	7,290 -
78	Flow Fill (WCR-31, Sta. 253+70)	CY	166	245 -	40,670 -
79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60	1,000 -	60,000 -
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4	530 -	3,392 -
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157	244 -	38,308 -
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104	1,000 -	104,000 -
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4	590 -	3,776 -
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206	245 -	50,470 -
85	Road Crossing, Open Cut at WCR 33 (Sta. 311+13± to Sta. 312+30±) with 54" FRPM Casing	LF	117	1,000 -	117,000 -
86	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	CY	15	405 -	6,075 -
87	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	CY	173	245 -	42,385 -

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
88	Pre-Construction Topographical Survey, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	3,000 ⁻	3,000 ⁻
89	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	3,000 ⁻	3,000 ⁻
90	Dredging and Haul-Off – Hardesty Revocable Trust Irrigation Pond	CY	86	350 ⁻	30,100 ⁻
91	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	LS	1	30,000 ⁻	30,000 ⁻
92	Site Restoration, Letrbuck (Sta. 225+90± to Sta. 227+32±)	LS	1	7,000 ⁻	7,000 ⁻
93	Site Restoration, 39321 Estate (Sta. 227+32± to Sta. 244+99±)	LS	1	30,000 ⁻	30,000 ⁻
94	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	LS	1	6,000 ⁻	6,000 ⁻
95	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	LS	1	10,000 ⁻	10,000 ⁻
96	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	LS	1	9,000 ⁻	9,000 ⁻
97	Site Restoration, Long Meadow Farm (Sta. 254+03± to Sta. 256+39±)	LS	1	9,000 ⁻	9,000 ⁻
98	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	LS	1	6,000 ⁻	6,000 ⁻
99	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± to Sta. 284+46±)	LS	1	81,000 ⁻	81,000 ⁻
100	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	LS	1	6,000 ⁻	6,000 ⁻

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
101	Site Restoration, Anderson (Sta. 285+06± to Sta. 311+82±)	LS	1	30,000 ⁻	30,000 ⁻
102	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	LS	1	10,000 ⁻	10,000 ⁻
103	Cathodic Protection and Joint Bonding	LS	1	118,300 ⁻	118,300 ⁻
104	Pressure Testing	LS	1	7,000 ⁻	7,000 ⁻
105	Disinfection	LS	1	10,000 ⁻	10,000 ⁻
106	Record Drawings	LS	1	1,300 ⁻	1,300 ⁻
Base Bid Total				8,553,317 ⁻	
Total of Lump Sum and Unit Price Bids = Total Base Bid Price (in words): EIGHT MILLION FIVE HUNDRED FIFTY THREE THOUSAND THREE HUNDRED SEVENTEEN DOLLARS & NO CENTS					

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor

shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period




- A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	7/11/22	
2	7/18/22	
3	7/25/22	
4	8/12/22	
5	8/19/22	

- B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been

identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.
 - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of Ten Percent of the Amount Bid Dollars (\$ 10%) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on

ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

N/A

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

BIDDER hereby submits this Bid as set forth above:

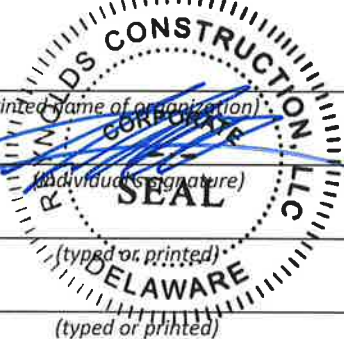
Bidder:

Reynolds Construction, LLC

(typed or printed name of organization)

By:

[Handwritten Signature]



(individual's signature)

Name:

Kevin F. Strott

(typed or printed)

Title:

Executive Vice President

(typed or printed)

Date:

8/22/22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Handwritten Signature]

(individual's signature)

Name:

Jon D. Kinney

(typed or printed)

Title:

Assistant Secretary

(typed or printed)

Date:

8/22/22

(typed or printed)

Address for giving notices:

1775 E. 69th Ave., Denver, CO 80229

Bidder's Contact:

Name:

Kevin F. Strott

(typed or printed)

Title:

Executive Vice President

(typed or printed)

Phone:

303-287-7700

Email:

kevin.strott@reynoldscon.com

Address:

1775 E. 69th Ave., Denver, CO 80229

Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF)
) ss.
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

Reynolds Construction, LLC

of the City of

Denver

County of Denver

and State of

Colorado

(hereinafter called "Principal")

as Principal, and

Travelers Casualty and Surety Company of America (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business within the State of Colorado and to act as surety on bonds for principals, are held and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee, in the sum of

Ten Percent of the Amount Bid

Dollars (\$ 10%) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of the **Eaton Pipeline Project (Phase 2)** hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the Work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum of this Bid Bond will become **LIQUIDATED DAMAGES** (as detailed in the Bid Form), and subject to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

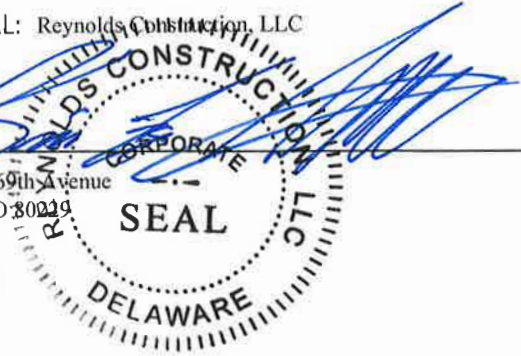
Signed and sealed this 23rd day of August, 2022.

PRINCIPAL: Reynolds Construction, LLC

By:

1775 East 69th Avenue
Denver, CO 80229

(Address)



[Signature]
WITNESS ASST SECRETARY

Witness

SURETY: Travelers Casualty and Surety Company of America

By:

William A. Kantlehner, III, Attorney-in-Fact

One Tower Square
Hartford, CT 06183

(Address)

[Signature]
Witness Elizabeth Dawson

Witness

Surety's No. 860-277-0111

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Diane L. Phelps, Christopher E. von Allmen, and Andrew G. Windhorst Jr. of Louisville, Kentucky** their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies, business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of August, 2022



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
AGGREGATE SUPPLY	HOLCIM
DEWATERING	KELLEY DEWATERING
EROSION CONTROL	POWELL RESTORATION
SEEDING	POWELL RESTORATION
FRA PIPE	HOBAS
MISC. PIPE	FERGUSON
SURVEY	FALCON
MATERIAL TESTING	GROUND ENGINEERING
TRAFFIC CONTROL	WORK ZONE
TRUCKING	RALPH MARTINEZ
Ductile Iron Pipe	McLane

SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 01** is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 01** is made effective this **11th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

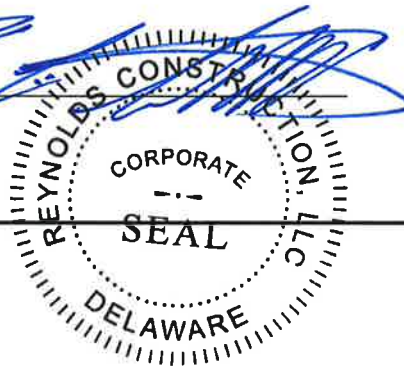
Date: 7/11/22

Firm: Reynolds Construction, LLC

Official Address

1775 E 69th Avenue
Denver, CO 80229

By: 



SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 02** is attached to this cover page. This addendum, including attachments, is 16 total pages.

This **ADDENDUM NO. 02** is made effective this **18th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 7/18/22

Firm: Reynolds Construction, LLC

Official Address
1775 E 69th Avenue
Denver, CO 80229

By: _____



SECTION 00 90 03

ADDENDUM NO. 03

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 03 is attached to this cover page. This addendum, including attachments, is 66 total pages.

This **ADDENDUM NO. 03** is made effective this **25th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

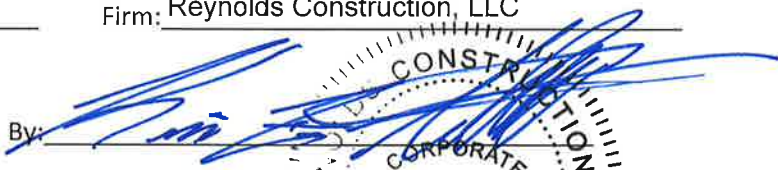
North Weld County Water District

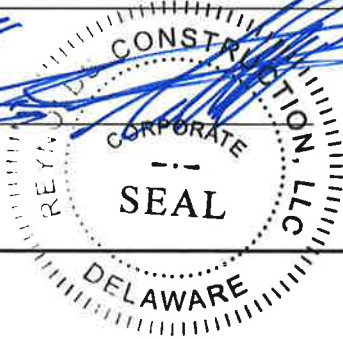
Bidder must sign this notice and attach it to its submitted bid.

Date: 7/25/22

Firm: Reynolds Construction, LLC

Official Address
1775 E 69th Avenue
Denver, CO 80229

By: 



SECTION 00 90 04

ADDENDUM NO. 04

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 04** is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 04** is made effective this 12th day of August 2022, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

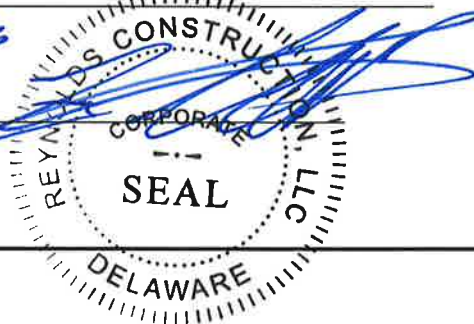
Bidder must sign this notice and attach it to its submitted bid.

Date: 8/12/22

Firm: Reynolds Construction, LLC

Official Address
1775 E 69th Avenue
Denver, CO 80229

By: 



SECTION 00 90 05

ADDENDUM NO. 05

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 05** is attached to this cover page. This addendum, including attachments, is four (4) total pages.

This **ADDENDUM NO. 05** is made effective this **19th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 8/19/22

Firm: Reynolds Construction, LLC

Official Address

1775 E 69th Avenue
Denver, CO 80229

By: 



C E R T I F I C A T E

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of August 12, 2022; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of August 12, 2022, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$20,000,000
Executive Vice President.....	\$10,000,000
Vice President.....	\$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Executive Vice President.....	\$5,000,000
Vice President.....	\$1,000,000
Group Manager.....	\$500,000
Project Manager.....	\$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed \$1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of August 12, 2022; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds	— Director	Timothy C. Wiley	— Vice President
Leslie F. Archer	— President	Joshua R. Vondersaar	— Vice President
Kevin F. Strott	— Executive Vice President	Eduardo Medina	— Vice President
Kevin D. Shemwell	— Executive Vice President	Greg Slone	— Vice President
Michael P. Burton	— Executive Vice President	David Ferguson	— Vice President
Elizabeth L. Smith	— Executive Vice President and Secretary	Jeanie M. Lucas	— Assistant Secretary
John R. Chase	— Vice President	David G. Schrettner	— Assistant Secretary
William R. Ryon	— Vice President	Wendy C. Scudder	— Assistant Secretary
Randolph E. Tummers	— Vice President	Jon D. Kinney	— Assistant Secretary
Adam K. Ralph	— Vice President	Ira J. Davis	— Assistant Secretary
Jeffrey P. Berning	— Vice President	Stephanie A. Keffer	— Assistant Secretary
Scott E. Huber	— Vice President	Patricia J. Tellez	— Assistant Secretary

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC	Reynolds Construction, Montana, LLC
Reynolds Construction of Delaware, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Florida, LLC	Reynolds Southwest, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Indiana, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Louisiana, LLC	Reynolds Lone Star Construction, LLC
Reynolds Construction, LLC of Michigan	Reynolds Construction of Utah, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Construction of Washington, LLC
Reynolds Construction of Missouri, LLC	Reynolds Construction of West Virginia, LLC

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 12th day of August, 2022.


Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC
6225 N County Road 75 E Orleans, IN 47452



T. Lowell
Construction, Inc.

3211 South I-25
Castle Rock, CO 80109

BID ENCLOSED:
CATON PIPELINE PROJECT PHASE 2

BID FOR:
NORTH WELD COUNTY WATER DISTRICT
3825 WELD COUNTY ROAD 59
LUCERNE, CO 80046

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-106)	LS	1	281,000	281,000
2	Clearing and Grubbing	LS	1	68,000	68,000

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
3	Construction Traffic Control	LS	1	50,000	50,000
4	Construction Surveying	LS	1	55,000	55,000
5	Field Quality Control Testing	LS	1	172,000	172,000
6	Dewatering	LS	1	203,000	203,000
7	Erosion and Sedimentation Control	LS	1	180,000	180,000
8	Remove and Reset Guy Wire	EA	2	6000	12,000
9	Remove and Reset Existing Steel Fence – LetRBuck, LLC	LF	80	60	4800
10	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – LetRBuck, LLC	LF	190	9	1710
11	Install and Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	EA	1	1100	1100
12	Remove and Reset Existing Steel Fence – 35321 Estate, LLC	LF	80	60	4800
13	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – 35321 Estate, LLC	LF	1,764	9	15,876
14	Install and Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	LS	1	1100	1100
15	Remove and Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	LF	80	9	720
16	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	LF	316	9	2844
17	Tie-in to Phase 0 (Sta. 200+00)	LS	1	36,000	36,000
18	East Terminus Tie-in at WCR-33	LS	1	35,000	35,000
19	Sheet Piling at East Terminus	LF	40	490	19,600

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
20	Pipe - 36-Inch DI Pressure Class 200 with Push-On Joints	LF	7,908	563	4,452,704
21	Pipe - 36-Inch DI Pressure Class 200 with Restrained Joints	LF	3,328	728	2,422,784
22	Pipe - 8-inch DI Special Thickness Class 52 with Restrained Joints	LF	3	650	1950
23	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	EA	4	1700	6800
24	Blow-off Assembly - 12-Inch	EA	1	32,000	32,000
25	Blow-off Assembly - 8-Inch	EA	1	20,000	20,000
26	Dual Body Air Valve w/MH Off 36-Inch Main	EA	1	62,000	62,000
27	Fitting - 36-Inch x 30-Inch MJ Reducer	EA	1	13,000	13,000
28	Fitting - 36-Inch - 11.25° DI Elbow with MJs	EA	1	14,000	14,000
29	Fitting - 36-Inch - 45° DI Elbow with MJs	EA	20	16,000	320,000
30	Fitting - 36-Inch - 90° DI Elbow with MJs	EA	8	15,000	120,000
31	Fitting - 36-Inch - Cap/Plug with Restrained MJs	EA	1	11,000	11,000
32	Fitting - 8-Inch x 8-Inch DI Tee with MJs	EA	2	2000	4000
33	Fitting - 8-Inch - 90° DI Elbow with MJs	EA	1	1700	1700
34	Fitting - 8-Inch - 45° DI Elbow with MJs	EA	1	1600	1600

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
35	Valve - 30-Inch Butterfly with MJs (Buried)	EA	1	29,000	29,000
36	Valve - 36-Inch Butterfly with MJs	EA	3	35,000	105,000
37	Valve - 8-Inch Gate with MJs	EA	3	4200	12,600
38	Gas Line Crossing (Sta. 206+39±)	LS	1	3000	3000
39	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	LS	1	21,000	21,000
40	Gas Line Crossing (Sta. 227+91±)	LS	1	3000	3000
41	Gas Line Crossing (Sta. 242+55±)	LS	1	17,000	17,000
42	Gas Line Crossing (Sta. 242+75±)	LS	1	17,000	17,000
43	Gas Line Crossing (Sta. 242+99±)	LS	1	17,000	17,000
44	Gas Line Crossing (Sta. 245+12±)	LS	1	5000	5000
45	Gas Line Crossing (Sta. 245+26±)	LS	1	5000	5000
46	Gas Line Crossing (Sta. 245+37±)	LS	1	3000	3000
47	Waterline Crossing (Sta. 245+41±)	LS	1	3000	3000
48	Comms. Line Crossing (Sta. 245+42±)	LS	1	3000	3000
49	Comms. Line Crossing (Sta. 245+46±)	LS	1	3000	3000
50	Comms. Line Crossing (Sta. 253+44±)	LS	1	3000	3000
51	Waterline Crossing (Sta. 253+45±)	LS	1	3000	3000
52	Gas Line Crossing (Sta. 253+83±)	LS	1	5000	5000
53	Gas Line Crossing (Sta. 254+12±)	LS	1	3000	3000
54	Irrigation Line Crossing (Sta. 255+08±)	LS	1	3000	3000

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
55	Gas Line Crossing (Sta. 256+49±)	LS	1	2000	2000
56	Waterline Crossing (Sta. 256+58±)	LS	1	3000	3000
57	Gas Line Crossing (Sta. 256+75±)	LS	1	5000	5000
58	Gas Line Crossing (Sta. 256+79±)	LS	1	5000	5000
59	Gas Line Crossing (Sta. 278+20±)	LS	1	3000	3000
60	Gas Line Crossing (Sta. 284+52±)	LS	1	5000	5000
61	Comms. Line Crossing (Sta. 284+62±)	LS	1	3000	3000
62	Gas Line Crossing (Sta. 284+72±)	LS	1	5000	5000
63	Waterline Crossing (Sta. 284+80±)	LS	1	3000	3000
64	Gas Line Crossing (Sta. 285+37±)	LS	1	5000	5000
65	Gas Line Crossing (Sta. 302+71±)	LS	1	12,000	12,000
66	Irrigation Line Crossing (Sta. 303+60±)	LS	1	3000	3000
67	Electric Line Crossing (Sta. 303+62±)	LS	1	3000	3000
68	Gas Line Crossing (Sta. 311+49±)	LS	1	5000	5000
69	Waterline Crossing (Sta. 312+31±)	LS	1	3000	3000
70	Comms. Line Crossing (Sta. 312+37±)	LS	1	3000	3000
71	West Lucas Lateral Ditch Crossing, Open Cut	LS	1	27,000	27,000
72	East Lucas Lateral Ditch Crossing, Open Cut	LS	1	27,000	27,000
73	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	LS	1	4800	4800

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
74	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	LF	60	1700	102,000
75	Flow Fill (WCR-72, Sta. 245+29)	CY	175	225	39,375
76	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	LF	55	1850	101,750
77	Asphalt - Remove and Replace (WCR-31, Sta. 253+70)	CY	18	1000	18,000
78	Flow Fill (WCR-31, Sta. 253+70)	CY	166	225	37,350
79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60	1700	102,000
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4	1000	6400
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157	225	35,325
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104	1350	140,400
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4	1000	6400
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206	225	46,350
85	Road Crossing, Open Cut at WCR 33 (Sta. 311+13± to Sta. 312+30±) with 54" FRPM Casing	LF	117	1200	140,400
86	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	CY	15	1000	15,000
87	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	CY	173	225	38,925

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
88	Pre-Construction Topographical Survey, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	6000	6000
89	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	6000	6000
90	Dredging and Haul-Off – Hardesty Revocable Trust Irrigation Pond	CY	86	70	6070
91	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	LS	1	51,000	51,000
92	Site Restoration, Letrbuck (Sta. 225+90± to Sta. 227+32±)	LS	1	6000	6000
93	Site Restoration, 39321 Estate (Sta. 227+32± to Sta. 244+99±)	LS	1	29,000	29,000
94	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	LS	1	3750	3750
95	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	LS	1	23,000	23,000
96	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	LS	1	3750	3750
97	Site Restoration, Long Meadow Farm (Sta. 254+03± to Sta. 256+39±)	LS	1	6800	6800
98	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	LS	1	3750	3750
99	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± to Sta. 284+46±)	LS	1	53,000	53,000
100	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	LS	1	3750	3750

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
101	Site Restoration, Anderson (Sta. 285+06± to Sta. 311+82±)	LS	1	36,000	36,000
102	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	LS	1	3750	3750
103	Cathodic Protection and Joint Bonding	LS	1	300,000	300,000
104	Pressure Testing	LS	1	18,000	18,000
105	Disinfection	LS	1	20,000	20,000
106	Record Drawings	LS	1	11,767	11,767
Base Bid Total				10,425,000.00	
Total of Lump Sum and Unit Price Bids = Total <u>Base</u> Bid Price (in words):					
TEN MILLION FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS					

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor

shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period





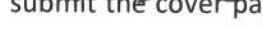
- A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	7.11.22	 8.24.22
2	7.18.22	 8.24.22
3	7.25.22	 8.24.22
4	8.2.22	 8.24.22
5	8.19.22	 8.24.22

- B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been

identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.
 - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of 10% of Bid TOTAL Dollars (\$ _____) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on

ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

NA

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

BIDDER hereby submits this Bid as set forth above:

Bidder:

T. LOWELL CONSTRUCTION, INC.
(typed or printed name of organization)

By:



(individual's signature)

Name:

TIM LOWELL II

(typed or printed)

Title:

V.P.

(typed or printed)

Date:

8.24.22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

LEVI A LOWELL

(typed or printed)

Title:

SECRETARY / TREASURER

(typed or printed)

Date:

8.24.22

(typed or printed)

Address for giving notices:

3211 SOUTH I.25

CASTLE ROCK, CO 80109

Bidder's Contact:

Name:

TIM LOWELL II

(typed or printed)

Title:

VP

(typed or printed)

Phone:

303.688.2330

Email:

TIMZ@TLOWELLCONSTRUCTION.COM

Address:

3211 SOUTH I.25

CASTLE ROCK, CO 80109

Bidder's Contractor License No.: (if applicable)

NA

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,
T. Lowell Construction, Inc. of the City of
Castle Rock County of Douglas and State of
Colorado (hereinafter called "Principal") as Principal, and
Hartford Fire Insurance Company (hereinafter called "Surety") as surety, a corporation organized
and existing under and by virtue of the laws of the State of CT and authorized to
do business within the State of Colorado and to act as surety on bonds for principals, are held
and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee,
in the sum of

Ten Percent of the Total Amount Bid
Dollars (\$ 10%) in lawful money of the United States, for the payment of which sum,
well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written
agreement with Owner for Construction of the **Eaton Pipeline Project (Phase 2)** hereinafter
referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept
the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner
in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or
Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and
give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum
between the amount specified in said Bid and such larger amount for which Owner may in good
faith contract with another party to perform the Work covered by said Bid, then (3) this obligation
shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not
less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum
of this Bid Bond will become **LIQUIDATED DAMAGES** (as detailed in the Bid Form), and subject
to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 18th day of July, 2022.

PRINCIPAL: T. Lowell Construction, Inc.

By:



TIM LOWELL #, V.P.



Witness

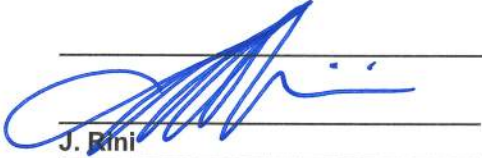
(Address) 3211 South I-25, Castle Rock , CO 80109

SURETY: Hartford Fire Insurance Company

By:



Ashlea McCaughey, Attorney-in-Fact



J. Bini

Witness

(Address) One Hartford Plaza, Hartford, CT 06155

Surety's No. (860) 547-5000

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC
 Agency Code: 34-346205

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Donald E. Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE



ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 07/18/2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
EROSION CONTROL & VEGETATION	ATWOODS AG GROUP
CONCRETE DITCH	CAN DO CONCRETE

SECTION 00 43 36

SECTION 00 90 05

ADDENDUM NO. 05

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 05** is attached to this cover page. This addendum, including attachments, is four (4) total pages.

This **ADDENDUM NO. 05** is made effective this **19th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 8-19-22

Firm: T. LOWELL CONSTRUCTION, INC.

Official Address

By: 

SECTION 00 90 04

ADDENDUM NO. 04

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 04 is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 04** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 8.12.22

Firm: T. LOWELL CONSTRUCTION, INC.

Official Address

By: 

SECTION 00 90 03

ADDENDUM NO. 03

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 03** is attached to this cover page. This addendum, including attachments, is 66 total pages.

This **ADDENDUM NO. 03** is made effective this **25th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 7.25.22

Firm: T. LOWELL CONSTRUCTION, INC.

Official Address

By:  _____

SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 02 is attached to this cover page. This addendum, including attachments, is 16 total pages.

This **ADDENDUM NO. 02** is made effective this **18th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 7-18-22

Firm: T. LONELL CONSTRUCTION, INC.

Official Address

By: 

SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 01** is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 01** is made effective this **11th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 7.11.22

Firm: T. LOWELL CONSTRUCTION, INC.

Official Address

By: 



T. Lowell
Construction, Inc.

FLEET INVENTORY & RENTAL RATES

type	T. Lowell		make	model	class	year	HOURLY RATES	
	unit #	acct #					in use	standby
CRAWLER MOUNTED HYDRAULIC EXCAVATORS								
EX15	115		Hitachi	EX750-5	66.1 - 90.0 MT	1998	\$ 533	\$ 341
EX33	133		Deere	670GLC	66.1 - 90.0 MT	2020	\$ 533	\$ 341
EX29	129		Deere	670GLC	66.1 - 90.0 MT	2018	\$ 533	\$ 341
EX18	118		Hitachi	ZX600LC	50.1 - 66.0 MT	2006	\$ 400	\$ 246
EX32	132		Deere	470G LC	40.1 - 50.0 MT	2019	\$ 351	\$ 229
EX13	113		Deere	450C LC	40.1 - 50.0 MT	2004	\$ 351	\$ 229
EX31	131		Hitachi	ZX350 LC-6	33.1 - 40.0 MT	2019	\$ 246	\$ 156
EX20	120		Deere	350G LC	33.1 - 40.0 MT	2013	\$ 246	\$ 156
EX34	134		Hitachi	ZX345	33.1 - 40.0 MT	2021	\$ 246	\$ 156
EX17	117		Cat	328D LCR	33.1 - 40.0 MT	2007	\$ 246	\$ 156
EX28	128		Deere	300G LC	28.1 - 33.0 MT	2017	\$ 203	\$ 129
EX24	124		Hitachi	ZX290LC-5N	28.1 - 33.0 MT	2013	\$ 203	\$ 129
EX19	119		Volvo	ECR235DL	24.1 - 28.0 MT	2013	\$ 180	\$ 116
EX26	126		Deere	225D LC RTS	24.1 - 28.0 MT	2012	\$ 180	\$ 116
EX23	123		Deere	225D LC RTS	24.1 - 28.0 MT	2012	\$ 180	\$ 116
EX12	112		Deere	225C LC RTS	24.1 - 28.0 MT	2004	\$ 180	\$ 116
EX27	127		Volvo	ECR145EL	14.1 - 16.0 MT	2017	\$ 158	\$ 104
EX25	125		Volvo	ECR145DL	14.1 - 16.0 MT	2014	\$ 158	\$ 104
EX30	130		CAT	308E2CR	8.1 - 11.0 MT	2014	\$ 93	\$ 63
EX22	122		Volvo	ECR88	8.1 - 11.0 MT	2013	\$ 93	\$ 63
EX16	116		Deere	27C ZTS	2.1 - 3.0 MT	2006	\$ 29	\$ 18
EXCAVATOR ATTACHMENTS								
EA	150		Felco	hydraulic bedding conveyor	various	n/a	\$ 31	\$ 26
EA	150		various	compaction wheel	various	n/a	\$ 13	\$ 10
EA	150		various	severe duty/rock bucket	various	n/a	\$ 28	\$ 21
EA	150		various	hydraulic thumb	varies	n/a	\$ 50	\$ 25
EA	150		various	hydraulic plate compactor	various	n/a	\$ 41	\$ 31
EA	150		various	hydraulic impact breaker	4700 ft-lb	n/a	\$ 98	\$ 74
EA	150		various	concrete cruncher	30-50 MT	n/a	\$ 50	\$ 24
WHEEL LOADER								
WL24	224		Deere	724P	250-274 HP	2021	\$ 158	\$ 91
WL17	217		Volvo	L110G	250-274 HP	2013	\$ 158	\$ 91
WL27	227		Deere	644P	0	2022	\$ -	\$ -
WL25	225		Deere	624L	175-199 HP	2021	\$ 124	\$ 79
WL22	222		Deere	624L	175-199 HP	2020	\$ 124	\$ 79
WL19	219		Deere	624K	175-199 HP	2013	\$ 124	\$ 79
WL18	218		Deere	624K	175-199 HP	2013	\$ 124	\$ 79
WL16	216		Deere	624K	175-199 HP	2013	\$ 124	\$ 79
WL12	212		Deere	624J	150-174 HP	2006	\$ 103	\$ 63
WL09	209		Volvo	L90E	150-174 HP	2004	\$ 103	\$ 63
WL21	221		Volvo	L70H	150-174 HP	2015	\$ 103	\$ 63
WL26	226		Deere	544P	150-174 HP	2021	\$ 103	\$ 63
WL23	223		Deere	524L	150-174 HP	2019	\$ 103	\$ 63

HDPE FUSION EQUIPMENT

FU01	691	McElroy	Trakstar 618	6"-18"	2002	\$	84	\$	65
FU	690	McElroy	204	2"-4"	n/a	\$	9	\$	8

TRENCHER

TR93	0	Ditch Witch	RT45	40-59 hp	2015	\$	-	\$	-
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POTHOLING

VT01	695	Vacmasters	System 1000 vacuum excavator	780 cfm/15" HG	2007	\$	84	\$	65
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AIR COMPRESSOR

AC10	670	Ingersoll-Rand	w/trailer	185 cfm	2005	\$	26	\$	13
AC09	669	Airman	w/trailer	185 cfm	2005	\$	26	\$	13
AC08	668	Ingersoll-Rand	w/trailer	185 cfm	1996	\$	26	\$	13
AC05	665	Sullair	w/trailer	185 cfm	1997	\$	26	\$	13
AC03	663	Ingersoll-Rand	w/trailer	185 cfm	1989	\$	26	\$	13
0	0	LeRoi	w/trailer	185 cfm	1997	\$	26	\$	13
AC	660	misc.	pavement breaker (hammer)	80-90 lbs	n/a	\$	2	\$	1

GENERATOR

GN14	6314	Magnum	diesel	47 KW	2011	\$	21	\$	15
GN19	6319	Ingersoll-Rand	diesel	36 KW	2011	\$	21	\$	15
GN06	636	Airman	diesel	26 KW	2004	\$	21	\$	15
GN02	632	Multiquip	diesel	22 KW	1992	\$	21	\$	15
GN	630	various	gas	5 KW	n/a	\$	9	\$	3

PORTABLE LIGHT TOWER

GN22	6317	Multiquip	TL12	4 light	2013	\$	21	\$	15
GN16	6316	Atlas Copco	QLT M10	4 light	2015	\$	21	\$	15
GN15	6315	Atlas Copco	QLT M10	4 light	2015	\$	21	\$	15
GN11	6311	Rite Lite	0	4 light	0	\$	21	\$	15
GN10	6310	Wanco	WLTC4	4 light	2011	\$	21	\$	15
GN09	639	Wanco	WLTC4	4 light	2010	\$	21	\$	15
GN08	638	Night Hawk	LT-12D	4 light	2012	\$	21	\$	15
GN05	635	Wacker	LTC4L	4 light	2004	\$	21	\$	15

PUMPS

WP04	644	Godwin	self-prime, diesel, trailer mount	8" trash	1995	\$	60	\$	33
WP03	643	Power Prime	self-prime, diesel, trailer mount	6" trash	1997	\$	50	\$	24
WP05	645	Godwin	CD100, self-prime, diesel, trailer m	4" trash	2006	\$	40	\$	18
WP01	641	Gorman Rupp	diesel, trailer mount	4" trash	1993	\$	40	\$	18
WP	640	various	portable gas	4" trash	n/a	\$	20	\$	9
WP	640	various	portable gas	3" trash	n/a	\$	10	\$	5
WP	640	various	portable gas	2" trash	n/a	\$	9	\$	4
WP	640	Gorman Rupp	230/460v 3Ph electric	4" submersible	n/a	\$	14	\$	9
WP	640	Gorman Rupp	230/460v 3Ph electric	3" submersible	n/a	\$	10	\$	6
WP	640	various	115/230v 1Ph electric	2" submersible	n/a	\$	5	\$	4
WP	640	various	suction hose, 25'	6"	n/a	\$	3	\$	3
WP	640	various	discharge hose, 25'	6"	n/a	\$	3	\$	3
WP	640	various	suction hose, 25'	2"-4"	n/a	\$	1	\$	1
WP	640	various	discharge hose, 25'	2"-4"	n/a	\$	1	\$	1

SHORING

TS	540	various	trench box	10x10 -> 8x24	n/a	\$	20	\$	19
TS	540	various	trench box	4x20 ->8x8	n/a	\$	14	\$	13
TS	540	various	bedding box	8 cy	n/a	\$	9	\$	8
TS	540	various	alum trench jack	various	n/a	\$	5	\$	4
TS	540	various	steel trench plates	5x12	n/a	\$	3	\$	3

PICKUP TRUCKS

PT48	848	Dodge	2500, crew, 4x4, diesel	3/4 tn	2022	\$	35	\$	13
PT47	847	Dodge	2500, crew, 4x4, diesel	3/4 tn	2022	\$	35	\$	13
PT46	846	GMC	Sierra	3/4 tn	2017	\$	35	\$	13
PT45	845	Dodge	2500, crew, 4x4, gas	3/4 tn	2022	\$	35	\$	13
PT44	844	Porsche	Cayenne Turbo	n/a	2017	\$	35	\$	13
PT43	843	Dodge	1500, crew, 4x4, gas	1/2 tn	2021	\$	35	\$	13
PT42	842	Dodge	3500, mega cab, 4x4, diesel	1 tn	2020	\$	35	\$	13
PT41	841	Dodge	2500, crew, 4x4, diesel	3/4 tn	2021	\$	35	\$	13
PT40	840	Audi	RS7	n/a	2021	\$	35	\$	13
PT39	839	Dodge	1500, crew, 4x4, gas	1/2 tn	2020	\$	35	\$	13
PT37	837	Dodge	2500, crew, 4x4, gas	3/4 tn	2018	\$	35	\$	13
PT36	836	Ford	F150, crew, 4x4, gas	1/2 tn	2017	\$	35	\$	13
PT34	834	Dodge	2500, crew, 4x4, gas	3/4 tn	2017	\$	35	\$	13
PT33	833	BMW	X5M	n/a	2016	\$	35	\$	13
PT31	831	Dodge	2500, crew, 4x4, gas	3/4 tn	2016	\$	35	\$	13
PT30	830	Ford	F350, crew, 4x4, flatbed, gas	1 tn	2013	\$	35	\$	13
PT29	829	Dodge	1500, crew, 4x4, gas	1/2 tn	2015	\$	35	\$	13
PT27	827	Dodge	1500, crew, 4x4, gas	1/2 tn	2014	\$	35	\$	13
PT25	825	Dodge	2500, crew, 4x4, gas	3/4 tn	2012	\$	35	\$	13
PT20	820	Dodge	2500, 4x4, gas	3/4 tn	2008	\$	35	\$	13
PT19	819	Ford	F250, crew, 4x4, diesel	3/4 tn	2000	\$	35	\$	13
PT16	816	Ford	F350, 4x4, gas	1-1/4 tn	2006	\$	35	\$	13
PT10	810	Ford	F150, 4x4, gas	1/2 tn	2002	\$	35	\$	13

EQUIPMENT TRAILERS

TR19	919	Trail King	lowboy, 3-axle	55 tn	2003	\$	49	\$	35
TR17	917	Dynaweld	70XHBT, equip tlr	35 tn	1999	\$	31	\$	23
TR28	928	Elite	32', dovetail, equip tlr	10 tn	2008	\$	13	\$	9
TR31	931	Dynaweld	20' x 8' tilt deck, 2-axle	10 tn	1995	\$	13	\$	9
TR38	938	Lamar	7x14 dump trailer	6 tn	2017	\$	9	\$	5
TR30	930	Load Rite	7x14 dump trailer	6 tn	2006	\$	9	\$	5
TR04	904	Ranch	3-axle, equip trl, white	9 tn	1972	\$	9	\$	5
TR20	920	Dunn Rite	2-axle, equip trl, tilt	6 tn	2005	\$	9	\$	5
TR23	923	Butler	2-axle , equipment trailer	6 tn	1995	\$	9	\$	5
TR24	924	Butler	2-axle , equipment trailer	6 tn	1992	\$	9	\$	5
TR25	925	Butler	2-axle , equipment trailer	6 tn	1995	\$	9	\$	5
TR07	907	Homemade	2-axle , equipment trailer	6 tn	1978	\$	9	\$	5
TR06	906	Homemade	2-axle , equipment trailer	6 tn	1974	\$	9	\$	5
TR34	934	Max TL23	utility trailer		2005	\$	9	\$	5
TR35	935	DTX TU6	utility trailer		1997	\$	9	\$	5
TR36	936	Felling	Reel Trailer		2017	\$	9	\$	5
TR37	937	Homemade	Reel Trailer		1962	\$	9	\$	5
TR27	927	Homemade	1-axle trailer	1 tn	1993	\$	5	\$	4
TR09	909	Homemade	1-axle, tilt trailer	1/2 tn	1988	\$	5	\$	4
TR29	929	Holden	drop deck float	40 tn	1982	\$	23	\$	15
TR02	902	Strick	40ft t/a storage trailer	40 ft	1965	\$	19	\$	13
TR18	918	LZT	2-axle, cargo trailer	12 ft	1990	\$	5	\$	4

END/SIDE DUMPS

TR39	939	Jet	side dump	21 cy	2022	\$	33	\$	24
TR33	933	Jet	side dump	21 cy	2016	\$	33	\$	24
TR40	940	Jet	side dump	21 cy	2015	\$	33	\$	24
TR22	922	Sidedump'r	side dump	21 cy	2006	\$	33	\$	24

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance: _____ Day of _____, 2022
North Weld County Water District
Owner: 32825 WCR 39
Lucerne, CO 80646
Engineer: Providence Infrastructure Consultants Engineer's Project No.: **171016.16-141-020**
Project: **Eaton Pipeline Project (Phase 2)**
Contract Name: **Eaton Pipeline Project (Phase 2)**
Bidder: Connell Resources, Inc.
Bidder's Address: 7785 Highland Meadows Parkway, Suite 100 Fort Collins, CO 80528

The Owner, having duly considered the Bid Form submitted on August 24th, 2022, for the Work covered by the Contract Documents titled **Eaton Pipeline Project (Phase 2)** in the amount of seven million one hundred and thirty six thousand one hundred and forty two dollars and sixty cents (\$7,136,142.60) and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

The Contract Price of the awarded Contract is \$7,136,142.60. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three 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. Drawings will be delivered with the 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 three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required Performance Bond and Labor and Materials Payment Bonds) and insurance certificates on ACORD Form 25 with copies of applicable insurance policies and documentation, as specified in the Instructions to Bidders, General Conditions (Articles 2 and 6), and Supplementary Conditions.

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

You are required to return an acknowledged copy of this Notice of Award to Owner.

Owner: **North Weld County Water District**

By (*signature*): _____

Name (*printed*): Eric Reckentine

Title: District Manager

Copy: Engineer

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice to Award is hereby acknowledged this _____ day of _____, 20__.

CONTRACTOR

By: _____

Title: _____

END OF SECTION

SECTION 00 52 00

AGREEMENT

This Agreement is by and between **North Weld County Water District**, a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, State of Colorado (“Owner”) and **Connell Resources, Inc.** (“Contractor”).

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

In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter specified, Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Construction of approximately 2.1-miles of 36-inch ductile iron water line and associated appurtenances.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1 – WORK.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Providence Infrastructure Consultants, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

3.03 The Project’s construction will be administered by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 complete on or before **March 31st, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 30th, 2024**.

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 Milestones not achieved within the Contract Times, as duly modified. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay the Owner, as liquidated damages and not as a penalty, the following sums:

1. *Substantial Completion:* Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 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 not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be

completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 For the performance of the Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor seven million one hundred and thirty-six thousand one hundred and forty-two Dollars and sixty cents (\$7,136,142.60), in accordance with the Contract Documents. The Agreement price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by Owner and Contractor as hereinafter provided, and for changes in the Cost of the Work, which changes shall be calculated based upon the unit-price bids contained in the Bid Form and verified by the Engineer.

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. If Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent of the calculated value of any Work completed, less the aggregate of payments previously made, until all of the Work required by this Agreement has been performed. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The Retainage percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Project is finally accepted by Owner in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of the Work. The Owner shall make a final settlement in accordance with Section 38-26-107, C.R.S., within sixty (60) days after this Agreement is completed satisfactorily and finally accepted by the Owner.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price, including release of any Retainage, in accordance with the Contract Documents and Section 38-26-107, C.R.S.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release Retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- B. Refer to Section 00 62 76 for Consent of Surety form.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents which comprise the entire agreement and contract between Owner and Contractor, and which are attached to this Agreement and are incorporated herein by this reference, consist of all of the following:
 - 1. This Agreement and any Amendments thereto.
 - 2. Bonds:
 - a. Performance Bond (together with power of attorney).
 - b. Labor and Materials Payment Bond (together with power of attorney).
 - 3. Certificate of Insurance and copies of policies.
 - 4. Notice of Award.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications and Standards as listed in the Table of Contents – Section 00 01 10 – of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: **NORTH WELD COUNTY WATER DISTRICT, EATON PIPELINE PROJECT (PHASE 2)**.
 - 9. Addenda (numbers **01** to **05**, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form – Section 00 41 00, which is attached hereto and incorporated herein by this reference as Exhibit A (pages 1 to 14 inclusive).
 - b. Documentation submitted by Contractor with Bid and prior to Notice of Award.
 - 11. 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. Modifications, Work Change Orders and Directors, Field Orders or other such revisions properly authorized after execution hereof.

- c. Warranty Bond, if any.
 - d. Certificate of Substantial Completion (Section 00 65 16) and Notice of Acceptability of Work (Section 00 65 17).
 - e. All documents contained or referenced within the Project Manual, Drawings, and Specifications for the Project.
 - f. Engineering Supplemental Information (ESI).
 - g. Requests for Information (RFI) responses.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
 - D. The Contract Documents may only be amended, repealed, modified, or supplemented as provided in the Contract. In the event of a conflict between this Agreement and the General Conditions, this Agreement shall control.
 - E. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to the Sanctions List Search administered by the Office of Foreign Assets Controls, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been

identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 *Contractor's Certifications*

- A. Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States. The Contractor affirmatively makes the follow declarations:
 1. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work contemplated herein.
 2. The Contractor shall not knowingly enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly

employ or contract with an illegal alien to perform the work contemplated herein.

3. The Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program and, if the Contractor is not accepted into the E-Verify Program prior to entering into this Agreement, that the Contractor shall apply to participate in the E-Verify Program every three (3) months until the Contractor is accepted or the this Agreement has been completed, whichever is earlier.
 4. The Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 5. If the Contractor obtains actual knowledge that a subcontractor performing the consulting services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - a. Notify the Subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien.
 - b. Terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required above the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 6. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in Section 8-17.5-102, C.R.S.
- B. If the Contractor violates a provision of the Agreement pursuant to Section 8-17.5-102, C.R.S., the Owner may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. 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 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Independent Contractor
 1. Contractor is an independent contractor and nothing herein shall constitute or designate Contractor or any of its employees or agents as employees or agents of Owner. 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 Owner, and shall be responsible for supervising its own employees or subcontractors. Owner is concerned only with the results to be obtained. Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for 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. Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of Owner, and Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration

Laws and OSHA-type laws. **Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than Owner, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

- C. Owner makes the following representations:
1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

8.04 *Change Orders*

- A. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and that the appropriations are available prior to performance of the additional work, or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

8.05 *Miscellaneous*

- A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that are or may become due (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment of the Agreement which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents. The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.
- C. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of

such term, section or other provision shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.

- D. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.
- E. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.
- F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.
- G. This Agreement, together with the other Contract Documents, constitutes the entire Agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.
- H. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.
- I. Unless otherwise expressly provided, any reference herein to “days” shall mean calendar days. All times stated in the Contract Documents are of the essence.
- J. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor’s performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from the Owner’s furnishing such information to others.
- K. Nothing contained in the Contract Documents shall be construed as a waiver of the Owner of the rights and privileges afforded under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as may be amended from time to time.

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

OWNER:

North Weld County Water District

By: _____
Officer of the District

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__, by
_____ as Officer of North Weld County Water District.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

CONTRACTOR:

By: _____

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__, by
_____ as _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

CONTRACTOR'S BID FORM

(FOLLOWING PAGES)



7785 HIGHLAND MEADOWS PARKWAY
SUITE 100
FORT COLLINS, CO 80528-8988

TO North Weld County Water District

BID ENCLOSED: Eaton Pipeline Phase 2

Wednesday August 24, 2022 11:00 AM

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
 - A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-106)	LS	1	240,000	240,000
2	Clearing and Grubbing	LS	1	38,000	38,000

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
3	Construction Traffic Control	LS	1	\$ 58,000.00	\$ 58,000.00
4	Construction Surveying	LS	1	\$ 18,000.00	\$ 18,000.00
5	Field Quality Control Testing	LS	1	\$ 24,000.00	\$ 24,000.00
6	Dewatering	LS	1	\$ 220,000.00	\$ 220,000.00
7	Erosion and Sedimentation Control	LS	1	\$ 69,000.00	\$ 69,000.00
8	Remove and Reset Guy Wire	EA	2	\$ 3,100.00	\$ 6,200.00
9	Remove and Reset Existing Steel Fence – LetRBuck, LLC	LF	80	\$ 43.00	\$ 3,440.00
10	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – LetRBuck, LLC	LF	190	\$ 7.40	\$ 1,406.00
11	Install and Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	EA	1	\$ 1,800.00	\$ 1,800.00
12	Remove and Reset Existing Steel Fence – 35321 Estate, LLC	LF	80	\$ 43.00	\$ 3,440.00
13	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – 35321 Estate, LLC	LF	1,764	\$ 6.80	\$ 11,995.20
14	Install and Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	LS	1	\$ 1,800.00	\$ 1,800.00
15	Remove and Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	LF	80	\$ 9.85	\$ 788.00
16	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	LF	316	\$ 7.40	\$ 2,338.40
17	Tie-in to Phase 0 (Sta. 200+00)	LS	1	\$ 8,900.00	\$ 8,900.00
18	East Terminus Tie-in at WCR-33	LS	1	\$ 8,000.00	\$ 8,000.00
19	Sheet Piling at East Terminus	LF	40	\$ 730.00	\$ 29,200.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
20	Pipe - 36-Inch DI Pressure Class 200 with Push-On Joints	LF	7,908	373.00	2,949,684.00 <i>Wish</i>
21	Pipe - 36-Inch DI Pressure Class 200 with Restrained Joints	LF	3,328	511.00	1,700,608.00 <i>Wish</i>
22	Pipe - 8-inch DI Special Thickness Class 52 with Restrained Joints	LF	3	\$ 1,100.00	\$ 3,300.00
23	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	EA	4	\$ 2,400.00	\$ 9,600.00
24	Blow-off Assembly - 12-Inch	EA	1	\$ 25,000.00	\$ 25,000.00
25	Blow-off Assembly - 8-Inch	EA	1	\$ 17,000.00	\$ 17,000.00
26	Dual Body Air Valve w/MH Off 36-Inch Main	EA	1	\$ 29,000.00	\$ 29,000.00
27	Fitting - 36-Inch x 30-Inch MJ Reducer	EA	1	\$ 11,000.00	\$ 11,000.00
28	Fitting - 36-Inch - 11.25° DI Elbow with MJ's	EA	1	\$ 11,000.00	\$ 11,000.00
29	Fitting - 36-Inch - 45° DI Elbow with MJ's	EA	20	\$ 12,850.00	\$ 257,000.00
30	Fitting - 36-Inch - 90° DI Elbow with MJ's	EA	8	\$ 12,000.00	\$ 96,000.00
31	Fitting - 36-Inch - Cap/Plug with Restrained MJ's	EA	1	\$ 9,300.00	\$ 9,300.00
32	Fitting - 8-Inch x 8-Inch DI Tee with MJ's	EA	2	\$ 1,400.00	\$ 2,800.00
33	Fitting - 8-Inch - 90° DI Elbow with MJ's	EA	1	\$ 1,100.00	\$ 1,100.00
34	Fitting - 8-Inch - 45° DI Elbow with MJ's	EA	1	\$ 1,100.00	\$ 1,100.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
35	Valve - 30-Inch Butterfly with MJs (Buried)	EA	1	\$ 20,000.00	\$ 20,000.00
36	Valve - 36-Inch Butterfly with MJs	EA	3	\$ 26,000.00	\$ 78,000.00
37	Valve - 8-Inch Gate with MJs	EA	3	\$ 3,800.00	\$ 11,400.00
38	Gas Line Crossing (Sta. 206+39±)	LS	1	\$ 2,300.00	\$ 2,300.00
39	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	LS	1	\$ 22,000.00	\$ 22,000.00
40	Gas Line Crossing (Sta. 227+91±)	LS	1	\$ 2,300.00	\$ 2,300.00
41	Gas Line Crossing (Sta. 242+55±)	LS	1	\$ 31,000.00	\$ 31,000.00
42	Gas Line Crossing (Sta. 242+75±)	LS	1	\$ 31,000.00	\$ 31,000.00
43	Gas Line Crossing (Sta. 242+99±)	LS	1	\$ 31,000.00	\$ 31,000.00
44	Gas Line Crossing (Sta. 245+12±)	LS	1	\$ 2,300.00	\$ 2,300.00
45	Gas Line Crossing (Sta. 245+26±)	LS	1	\$ 2,300.00	\$ 2,300.00
46	Gas Line Crossing (Sta. 245+37±)	LS	1	\$ 2,300.00	\$ 2,300.00
47	Waterline Crossing (Sta. 245+41±)	LS	1	\$ 2,300.00	\$ 2,300.00
48	Comms. Line Crossing (Sta. 245+42±)	LS	1	\$ 2,300.00	\$ 2,300.00
49	Comms. Line Crossing (Sta. 245+46±)	LS	1	\$ 2,300.00	\$ 2,300.00
50	Comms. Line Crossing (Sta. 253+44±)	LS	1	\$ 2,300.00	\$ 2,300.00
51	Waterline Crossing (Sta. 253+45±)	LS	1	\$ 2,300.00	\$ 2,300.00
52	Gas Line Crossing (Sta. 253+83±)	LS	1	\$ 2,300.00	\$ 2,300.00
53	Gas Line Crossing (Sta. 254+12±)	LS	1	\$ 2,300.00	\$ 2,300.00
54	Irrigation Line Crossing (Sta. 255+08±)	LS	1	\$ 2,300.00	\$ 2,300.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
55	Gas Line Crossing (Sta. 256+49±)	LS	1	\$ 2,300.00	\$ 2,300.00
56	Waterline Crossing (Sta. 256+58±)	LS	1	\$ 2,300.00	\$ 2,300.00
57	Gas Line Crossing (Sta. 256+75±)	LS	1	\$ 2,300.00	\$ 2,300.00
58	Gas Line Crossing (Sta. 256+79±)	LS	1	\$ 2,300.00	\$ 2,300.00
59	Gas Line Crossing (Sta. 278+20±)	LS	1	\$ 2,300.00	\$ 2,300.00
60	Gas Line Crossing (Sta. 284+52±)	LS	1	\$ 2,300.00	\$ 2,300.00
61	Comms. Line Crossing (Sta. 284+62±)	LS	1	\$ 2,300.00	\$ 2,300.00
62	Gas Line Crossing (Sta. 284+72±)	LS	1	\$ 2,300.00	\$ 2,300.00
63	Waterline Crossing (Sta. 284+80±)	LS	1	\$ 2,300.00	\$ 2,300.00
64	Gas Line Crossing (Sta. 285+37±)	LS	1	\$ 2,300.00	\$ 2,300.00
65	Gas Line Crossing (Sta. 302+71±)	LS	1	\$ 2,300.00	\$ 2,300.00
66	Irrigation Line Crossing (Sta. 303+60±)	LS	1	\$ 2,300.00	\$ 2,300.00
67	Electric Line Crossing (Sta. 303+62±)	LS	1	\$ 2,300.00	\$ 2,300.00
68	Gas Line Crossing (Sta. 311+49±)	LS	1	\$ 2,300.00	\$ 2,300.00
69	Waterline Crossing (Sta. 312+31±)	LS	1	\$ 2,300.00	\$ 2,300.00
70	Comms. Line Crossing (Sta. 312+37±)	LS	1	\$ 2,300.00	\$ 2,300.00
71	West Lucas Lateral Ditch Crossing, Open Cut	LS	1	\$ 11,000.00	\$ 11,000.00
72	East Lucas Lateral Ditch Crossing, Open Cut	LS	1	\$ 11,000.00	\$ 11,000.00
73	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	LS	1	\$ 6,500.00	\$ 6,500.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
74	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	LF	60	\$ 730.00	\$ 43,800.00
75	Flow Fill (WCR-72, Sta. 245+29)	CY	175	\$ 140.00	\$ 24,500.00
76	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	LF	55	\$ 760.00	\$ 41,800.00
77	Asphalt - Remove and Replace (WCR-31, Sta. 253+70)	CY	18	\$ 780.00	\$ 14,040.00
78	Flow Fill (WCR-31, Sta. 253+70)	CY	166	\$ 140.00	\$ 23,240.00
79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60	\$ 730.00	\$ 43,800.00
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4	\$ 1,000.00	\$ 6,400.00
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157	\$ 140.00	\$ 21,980.00
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104	\$ 650.00	\$ 67,600.00
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4	\$ 1,000.00	\$ 6,400.00
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206	\$ 140.00	\$ 28,840.00
85	Road Crossing, Open Cut at WCR 33 (Sta. 311+13± to Sta. 312+30±) with 54" FRPM Casing	LF	117	\$ 630.00	\$ 73,710.00
86	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	CY	15	\$ 900.00	\$ 13,500.00
87	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	CY	173	\$ 140.00	\$ 24,220.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
88	Pre-Construction Topographical Survey, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	\$ 1,800.00	\$ 1,800.00
89	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	LS	1	\$ 1,800.00	\$ 1,800.00
90	Dredging and Haul-Off – Hardesty Revocable Trust Irrigation Pond	CY	86	\$ 45.50	\$ 3,913.00
91	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	LS	1	\$ 45,000.00	\$ 45,000.00
92	Site Restoration, Letrbuck (Sta. 225+90± to Sta. 227+32±)	LS	1	\$ 2,000.00	\$ 2,000.00
93	Site Restoration, 39321 Estate (Sta. 227+32± to Sta. 244+99±)	LS	1	\$ 35,000.00	\$ 35,000.00
94	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	LS	1	\$ 5,600.00	\$ 5,600.00
95	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	LS	1	\$ 10,000.00	\$ 10,000.00
96	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	LS	1	\$ 5,600.00	\$ 5,600.00
97	Site Restoration, Long Meadow Farm (Sta. 254+03± to Sta. 256+39±)	LS	1	\$ 3,400.00	\$ 3,400.00
98	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	LS	1	\$ 5,600.00	\$ 5,600.00
99	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± to Sta. 284+46±)	LS	1	\$ 55,000.00	\$ 55,000.00
100	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	LS	1	\$ 5,600.00	\$ 5,600.00

Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
101	Site Restoration, Anderson (Sta. 285+05± to Sta. 311+82±)	LS	1	\$ 31,000.00	\$ 31,000.00
102	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	LS	1	\$ 5,600.00	\$ 5,600.00
103	Cathodic Protection and Joint Bonding	LS	1	\$ 260,000.00	\$ 260,000.00
104	Pressure Testing	LS	1	\$ 13,000.00	\$ 13,000.00
105	Disinfection	LS	1	\$ 20,000.00	\$ 20,000.00
106	Record Drawings	LS	1	\$ 3,000.00	\$ 3,000.00
Base Bid Total				7,136,142.60	
Total of Lump Sum and Unit Price Bids = Total <u>Base</u> Bid Price (in words):					

MSX

shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
01	07/11/22	<i>[Signature]</i> 8/24/2022
02	07/18/22	<i>[Signature]</i> 8/24/2022
03	07/25/22	<i>[Signature]</i> 8/24/2022
04	08/12/22	<i>[Signature]</i> 8/24/2022
05	08/19/22	<i>[Signature]</i> 8/24/2022

B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been

identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.
 - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of ~~Cashier's Check~~/Bid Bond (strike one), in the amount of 10% Total Bid Dollars (\$ 10%) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on

ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

John M Warren - President, William S Anderson, Sheri C Welch, Tony Connell - Vice President

7785 Highland Meadows Pkwy, Suite 100 Fort Collins, CO 80528

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

BIDDER hereby submits this Bid as set forth above:

Bidder:

Connell Resources, Inc.

(typed or printed name of organization)

By:

William S. Anderson

(individual's signature)

Name: William S Anderson

(typed or printed)

Title: Vice President

(typed or printed)

Date: August 24 2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Jennifer Lindblad

(individual's signature)

Name: Jennifer Lindblad

(typed or printed)

Title: Assistant Secretary

(typed or printed)

Date: August 24 2022

(typed or printed)



Address for giving notices:

7785 Highland Meadows Pkwy. Suite 100
Fort Collins CO 80528

Bidder's Contact:

Name: Roland Tremble

(typed or printed)

Title: Estimator & Project Manager

(typed or printed)

Phone: 970-215-8897

Email: rtremble@connellresources.com

Address:

7785 Highland Meadows Pkwy. Suite 100
Fort Collins CO 80528

Bidder's Contractor License No.: (if applicable)

END OF SECTION

CONNELL RESOURCES, INC.
 CONTRACTORS TIME AND MATERIAL
 LABOR AND EQUIPMENT RATES
 Effective April 1, 2022



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
 Oversized Loads at \$300 per hour

GRADING EQUIPMENT - Fueled & Maintained

Scraper 627	\$335.00
Scraper 615	\$175.00
Scraper 613	\$175.00
Cat 621 Water Wagon	\$198.00
Cat D25 Water Tanker	\$138.00
Blade 140H/M	\$155.00
Blade 14H/M	\$193.00
Road Reclaimer -Dirt	\$210.00
980 Loader	\$210.00
972 Loader	\$180.00
966 Loader	\$180.00
936 Loader, Komatsu WA320	\$150.00
John Deere 8650 with Disk	\$143.00
John Deere Landscape Loader	\$107.00
Skid Loader	\$74.00
Track Skid Loader	\$87.00
Walk Behind Track Skid Loader	\$31.00
D-6 Cat Dozer w/rippers	\$243.00
D-6 Cat Dozer	\$155.00
Articulated Rock Truck Cat 725, 735	\$230.00
Articulated Rock Truck Cat 740	\$243.00

EXCAVATION EQUIPMENT - Fueled & Maintained

Komatsu PC650	\$280.00
Komatsu PC490, PC390	\$225.00
Komatsu PC223, PC210	\$167.00
Komatsu PC160, PC138, PC88	\$124.00
Komatsu PC223 w/Breaker	\$273.00
Cat 345, 336 Excavator	\$224.00
Cat 330 Excavator	\$199.00
Cat 325, 320 Excavator	\$161.00
Cat 316, 308 Excavator	\$123.00
Cat 430 Backhoe	\$106.00
Cat 420 Backhoe	\$106.00
Compact Excavator	\$85.00
Bedding Rock Conveyor (Attach to Excavator)	\$44.00
Grundopit Boring System	By Quote
HDPE Fusing Equipment	By Quote

PUMPS

2"	\$7.00 Hour
3"	\$11.00 Hour
4"	\$11.00 Hour
6"	\$17.00 Hour

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CONNELL RESOURCES, INC.
 CONTRACTORS TIME AND MATERIAL
 LABOR AND EQUIPMENT RATES
 Effective April 1, 2022



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
 Oversized Loads at \$300 per hour

GENERATORS

25 KW Generator	\$30.00 Hr
45 KW Generator	\$45.00 Hr
150 KW Generator	\$110.00 Hr

TRENCH BOXES

8x20X6 Trench box	\$80.00 Day
8X24X8 Trench box	\$125.00 Day
8X24X6 Trench box	\$90.00 Day
	\$100.00 Day
10X10X10 Manhole box	\$60.00 Day
8X8X8 Manhole box	\$60.00 Day
8X12 Trench plates	\$16.00 Day

PAVING EQUIPMENT - Fueled & Maintained

Paving Machine Cat AP1055	\$245.00
Paving Machine Bomag BF300	\$200.00
Roadtec RX700 Profiler	\$830.00
Wirtgen W120 Mill	\$635.00
Power Curber 150	\$135.00
Highway Broom	\$70.00
Crew Truck & Tools	\$210.00 Day
Tack	\$7.00 Gal
Distributor Truck	\$110.00

ROLLER EQUIPMENT - Fueled & Maintained

815B Sheepsfoot Compactor	\$185.00
Ing Rand 115FB Compactor	\$144.00
Rex 3-35 Compactor	\$144.00
Dynapac CA151 Vibratory Roller	\$106.00
Dynapac CA151 Compactor	\$106.00
Cat CF323 Compactor	\$80.00
Cat CF434 Smooth Drum	\$106.00
Cat CB 334	\$80.00
Cat CB 224, CB 225	\$80.00

ROLLER EQUIPMENT - Fueled & Maintained continued

Bomag BW11RH, BW141	\$105.00
Bomag BW120, BW138	\$80.00
Walk behind Roller	\$350.00 Day
Hamm HD14VV Roller	\$80.00
Hypac 530 Rubber Roller	\$80.00
Hypac 747 Roller	\$80.00
Hyster C766 Roller	\$112.00
Dynapac Roller, CC21, CC101, CC122	\$70.00
Ing Rand DD32 Asphalt Roller	\$70.00

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CONNELL RESOURCES, INC.
CONTRACTORS TIME AND MATERIAL
LABOR AND EQUIPMENT RATES
Effective April 1, 2022



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
Oversized Loads at \$300 per hour

MISCELLANEOUS

Potholing Truck Operated (2 man crew)	\$350.00 Hr
Concrete Crew Truck & Tools	\$32.00 Hr
GPS Layout system	\$40.00 Hr
Drone + Pilot	\$200.00 Hr
Asphalt Saw	\$65.00 Hr
Compressor & Tools	\$280.00 Day
Pickup Truck & Tools	\$20.00 Hr
Fuel Truck (Doesn't include fuel)	\$90.00 Hr
Water line Testing Trailer	\$40.00 Hr
Sanitary Sewer Test Van	\$120.00 Hr

**CONNELL RESOURCES, INC.
CONTRACTORS TIME AND MATERIAL
LABOR AND EQUIPMENT RATES
Effective April 1, 2022**



All Rates are per hour except as noted

Minimum \$750 mobilization fee per load in Ft. Collins/Loveland area
Oversized Loads at \$300 per hour

LABOR

	Straight Time	Overtime
Project Site Manager with Pickup	\$155.00	\$175.00
Supervisor with Pickup	\$135.00	\$155.00
Foreman - Pickup Truck with Tools	\$122.00	\$142.00
Operator - Blade	\$75.00	\$95.00
Operator - Scraper, Loader, Dozer, Hoe	\$75.00	\$95.00
Operator - 815, Rex Compactors, Water Wagon	\$68.00	\$88.00
Operator - Disk, Skid Steer	\$51.00	\$81.00
Operator - Paver, Screedman	\$75.00	\$95.00
Operator - Paving Rollers, Sweeper	\$72.00	\$92.00
Laborer - Asphalt, Concrete	\$81.00	\$81.00
Grade Checker	\$68.00	\$88.00
Pipe Layer	\$59.00	\$79.00
Laborer	\$52.00	\$72.00
Field Mechanic with truck	\$195.00	\$215.00
Oiler with truck	\$135.00	\$155.00

Overtime will be added to the above prices for Weekend, Holidays, and above 8 hours per day during the week. All units listed above will be an additional \$20.00 per hour for overtime.

TRUCKS - Fueled, Operated & Maintained

Tractor w/Low Boy	\$175.00
Tractor w/Rock Trailer	\$130.00
Tractor w/Flow Boy	\$130.00
Tractor w/Belly Dump	\$130.00
Tractor w/End Dump or Side Dump	\$130.00
Truck and Pup	\$130.00
Tandem Dump	\$110.00
Water Truck 3500 gal	\$130.00
Water Truck 1500 gal	\$105.00

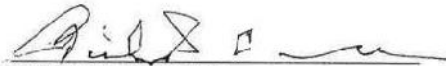
Overtime will be added to the above prices for Weekend, Holidays, and above 8 hours per day during the week. All units listed above will be an additional \$20.00 per hour for overtime.

Additional premium for Equipment working in Rock will be established based on specific site site conditions.

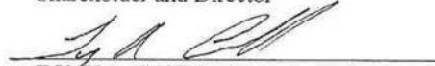
All rates are subject to change without notice.

MINUTES OF ANNUAL MEETING OF
SERIES A SHAREHOLDERS AND DIRECTORS OF
CONNELL RESOURCES, INC.

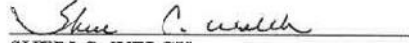
The undersigned, being all of the Series A shareholders (the "shareholders") and directors of Connell Resources, Inc., a Colorado corporation (the "Corporation") take the action set forth below, and to evidence their waiver of any right to dissent from such action, consent as follows:



RICHARD CONNELL
Shareholder and Director



TONY A. CONNELL
Shareholder and Director



SHERI C. WELCH
Shareholder and Director



SANDRA C. HEINE
Shareholder

By informal action the Series A shareholders unanimously elected the following persons as directors of the Corporation to serve until the next annual meeting or until their successors have been elected and qualified:

Richard Connell
Tony A. Connell
Sheri C. Welch

By informal action the shareholders unanimously elected the following persons to the offices stated beside their respective names until the next annual meeting or until their successors have been elected and qualified:

Richard Connell Chairman of the Board

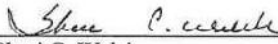
John M. Warren	<p>President</p> <p>Authority to sign bids, bonds, contracts, change orders, subcontracts, lien releases and equipment rentals. Authority to sign equipment contracts up to \$50,000. No authority to borrow funds on behalf of the company. Authorized bank signer on disbursement and payroll account.</p>
Tony A. Connell	<p>Vice President</p> <p>Authority to sign bids, bonds, contracts, change orders, subcontracts and lien releases. Authorized signer on disbursement and payroll account. No authority to borrow funds on behalf of the company.</p>
William S. Anderson	<p>Vice President of Estimating</p> <p>Authority to sign bids, bonds, contracts, change orders, subcontracts and lien releases. No authority to borrow funds on behalf of the company.</p>
Kevin D. Anderson	<p>Aggregate Development Manager</p> <p>Authority to sign gravel pit related contracts and asphalt oil supply contracts including transportation. No authority to borrow funds on behalf of the company.</p>
Sheri C. Welch	<p>Vice President and Chief Financial Officer, Secretary/ Treasurer</p> <p>Authority to sign lien releases, administrative and equipment contracts. Authorized bank signer on bank accounts and certificates of deposit. Authority to borrow funds on behalf of the company up to \$1,500,000. Authority to sign Bank of Colorado Operating Lines.</p>
Jennifer Lindblad	<p>Assistant Secretary, Authority to attest on corporate documents.</p>
Margie L. Lewis	<p>Assistant Secretary, Authority to attest on corporate documents.</p>

By informal action the shareholders unanimously ratified all actions of the officers taken over the past year on behalf of the Corporation within the scope of their authority.

This informal action of shareholders may be executed in counterparts.

This informal action is effective as of September 10, 2020.

Respectfully submitted,



Sheri C. Welch
Secretary

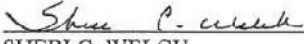
APPROVED:



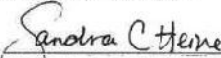
RICHARD CONNELL, Chairman



TONY A. CONNELL



SHERI C. WELCH



SANDRA C. HEINE

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 23rd day of August, 2022.



Jennifer Lindblad
Jennifer Lindblad, Assistant Secretary
Witness

PRINCIPAL: Connell Resources, Inc.

By: William S. Anderson
William S. Anderson, Vice President

7785 Highland Meadows Parkway, Suite 100
Fort Collins, CO 80528
(Address)



K'Anne E. Vogel
K'Anne E. Vogel, Witness to Surety
Witness

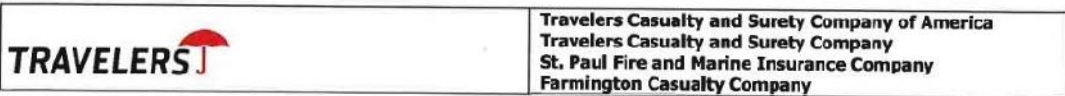
SURETY: Travelers Casualty and Surety Company of America

By: Christina L. Townsend
Christina L. Townsend, Attorney-in-Fact

One Tower Square
Hartford, CT 06183
(Address)

Surety's No. (860) 277-0111

END OF SECTION



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna L. Adams, Ashley K. Anderson, Barbara J. Arnold, Timothy J. Blanchard, Lynn Christine Bosman, Mary Ann Eurich, Vickie Golobic, Andrew P. Walters, Nikki M. Mosbrucker, Terri L. Reese, Robert Charles Torrez, Christina L. Townsend, K'Anne E. Vogel, Nicole Lee McGuire, and Jennifer J. Walker of Denver, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.:

OR

Project Description: Eaton Pipeline Project (Phase 2)

Principal: Connell Resources, Inc.

Obligee: North Weld County Water District

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.

State of Connecticut
City of Hartford ss.



By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **August**, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. To verify the authenticity of this Power of Attorney, please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
8-16	Black Eagle Fence
90-100	G2 Seeding
19	Garrette Construction, Inc.
5	Ground Engineering Consultants
6	Kelley Dewatering & Construction
4, 86, 87, 104	Northern Engineering Services
3	Quality Traffic Control
Pipeline Materials	Ferguson Waterworks
FRP	Hobas Pipe USA
Aggregates	J2 Contracting

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

SECTION 00 90 01

ADDENDUM NO. 01

**NORTH WELD COUNTY WATER DISTRICT
EATON PIPELINE PROJECT (PHASE 2)**

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 01** is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 01** is made effective this 11th day of July 2022, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 19 2022 Firm: Connell Resources, Inc.

Official Address
7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By: 
William S Anderson, Vice President

1. The date for the pre-bid conference, as described in Section 00 11 16 (Invitation to Bid) as July 14th, 2022, has been postponed. The date for the pre-bid conference is uncertain and will remain "To Be Determined" until further notice. PIC will apprise all bidders of the meeting date via addendum when the pre-bid conference date is determined.

END OF SECTION

SECTION 00 90 02

ADDENDUM NO. 02

**NORTH WELD COUNTY WATER DISTRICT
EATON PIPELINE PROJECT (PHASE 2)**

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 02** is attached to this cover page. This addendum, including attachments, is 16 total pages.

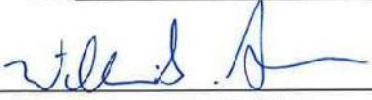
This **ADDENDUM NO. 02** is made effective this **18th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 07/19/2022 Firm: Connell Resources, Inc.

Official Address By: 
7785 Highland Meadows Pkwy. William S Anderson, Vice President
Suite 100
Fort Collins, CO 80528

1. The pre-bid conference will be held on **Friday, July 22nd, 2022, at 10:00 a.m. MDT**. The pre-bid conference will be held at NWCWD's office at **32825 County Road 39, Lucerne, CO 80646**.
2. A Specification in the North Weld County Water District Design Criteria Standards for Potable Water Distribution System has been updated. In Section 33 05 20 "Ductile Iron Pipe and Fittings", Paragraph 2.03.D.1 currently states that ductile iron fittings in underground locations shall be coated with "Zinc with finishing layer topcoat, per Paragraph 2.01.E.1 of this Section." Paragraph 2.01.E.1 states "The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc per ISO 8179." However, zinc for fittings is applied with zinc paint as opposed to zinc for pipe, which is arc-sprayed. Paragraph 2.01.D.1 has been modified as follows:

D. Coatings
1. Underground Locations:
a. The exterior of ductile iron fittings shall be coated with a layer of zinc paint per ISO 8179 with finishing layer topcoat; or zinc with finishing layer topcoat, per Paragraph 2.01.E.1 of this Section; or

Replace Section 33 05 20 in its entirety with the attached version.

END OF SECTION

SECTION 00 90 03

ADDENDUM NO. 03

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 03 is attached to this cover page. This addendum, including attachments, is 66 total pages.

This **ADDENDUM NO. 03** is made effective this **25th day of July 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: July 25 2022 Firm: Connell Resources, Inc.

Official Address

7785 Highland Meadows Pkwy
Suite 100
Fort Collins, CO 80528

By: 
William S Anderson, Vice President

NORTH WELD COUNTY WATER DISTRICT
EATON PIPELINE PROJECT (PHASE 2)
ADDENDUM NO. 03 - NOT FOR CONSTRUCTION

SECTION 00 90 03
ADDENDUM NO. 03
PAGE 1 OF 2

SECTION 00 52 00
AGREEMENT
PAGE 45 OF 54

1. The project bid opening date has tentatively been rescheduled from the current date of July 28th, 2023 to August 23, 2022. This bid date may be pushed back again pending the execution of outstanding easement and crossing agreement items.

Replace Section 00 11 16 in its entirety with the attached version.

2. The Substantial Completion date for the Project has been changed from March 31st, 2023 to March 31st, 2024. Final completion has been changed from April 30th, 2023 to April 30th, 2024.

Replace Section 00 52 00 in its entirety with the attached version.

3. Weld County Road 72 is being paved from August 8th to September 16th. The road will be used as a detour route for the nearby Weld County WCR 74/33 Intersection project slated to begin in Spring of 2023, and no Right-of-Way Permits will be issued by Weld County for WCR-72 between WCR-31 and WCR-33 from approximately April 17th, 2023 through August 24th, 2023; the detour will be active during this time.

Bidders shall be advised that asphalt replacement will be required for the two crossings of WCR-72 east of WCR 31 in accordance with Section 10.7.5 of the *Weld County Engineering and Construction Criteria*. Weld County will be paving a width of 26-feet with an asphalt depth of 3-inches. An asphalt replacement depth of 4-inches will be required by the selected Eaton Pipeline (Phase 2) contractor at each crossing. Section 00 41 00 Bid Form and Section 01 20 00 Measurement and Payment have been updated accordingly.

79	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	LF	60		
80	Asphalt - Remove and Replace (WCR-72, Sta. 256+68)	CY	6.4		
81	Flow Fill (WCR-72, Sta. 256+68)	CY	157		
82	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	LF	104		
83	Asphalt - Remove and Replace (WCR-72, Sta. 284+82)	CY	6.4		
84	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	CY	206		

Replace Sections 00 41 00 and 01 20 00 in their entirety with the attached versions.

END OF SECTION

SECTION 00 90 04

ADDENDUM NO. 04

NORTH WELD COUNTY WATER DISTRICT

EATON PIPELINE PROJECT (PHASE 2)

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 04 is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 04** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: August 12 2022 Firm: Connell Resources, Inc.

Official Address

7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By:



William S Anderson, Vice President

NORTH WELD COUNTY WATER DISTRICT
EATON PIPELINE PROJECT (PHASE 2)
ADDENDUM NO. 4 - NOT FOR CONSTRUCTION

EA
AE

SECTION 00 90 04
ADDENDUM NO. 04
PAGE 1 OF 4

The following changes were made to the proposed Bid-Opening:

1. The Bid-Opening for the Eaton Pipeline Project (Phase 2) will now be held on **08/24/2022 at 11:00 a.m.**

The following questions were proposed by a contractor:

1. **Will North weld provide construction water at no cost, or should we include payment for construction water?**
 - a. *Yes, construction water will be provided at no cost.*
 - b. *Do not include payment for construction water.*
 - c. *All the contractor will need to do is check out a construction meter from NWCWD so they can account for the water used, but the contractor will not be required to pay for the water.*
2. **How far off the pipe shall the 12" Blowoff be installed? On the plan sheet there is a call out on the profile for this blowoff at station 227+56 but on the plan view it only calls for a 36" BFV at station 227+65, and it doesn't call out the blowoff or show where the discharge will be located, can you clarify for me.**
 - a. *Since the blowoff is called-out on the east bank of the Montgomery Seepage Ditch, the blowoff riser may be located immediately adjacent to the gate valve and to the tee/45° elbow shown on Standard Detail No. 3314203.*
 - b. *The blowoff shall be located on the north side of the pipeline.*
 - c. *There is no anticipated need for extra length of horizontal pipe since the blowoff is so close to the Ditch.*
 - d. *The contractor shall include necessary MJ adaptors, e.g., Foster Adaptors, for this item.*
3. **Could you please verify that concrete thrust blocks are not required on this project, the restraint appears to be designed.**
 - a. *West Tie-In at Station 200+00: No thrust block required; the previous pipe design west of this location anticipated the tee fitting, so restrained joints are only required as shown on Dwg. C-221.*
 - b. *East Tie-in at Station 312+30±: No thrust blocks required; the design utilizes restrained pipe joints to satisfy thrust restraint requirements.*
 - c. *Refer to the attached drawings for revised restrained joint length requirements along the alignment.*
4. **Is the district allowing for push on type fittings (restrained, of course) or are they requiring mechanical joints i.e., megalugs etc. for all the fittings?**
 - a. *Restrained mechanical joints are preferred for all fittings to increase flexibility during construction; however, restrained push-on joints for fittings are permitted per Section 05 20, Part 2.03.A.2.a.*
5. **The Montgomery seepage ditch measurement and payment references a clay liner, can you elaborate on the thickness or material that will be required for this clay liner?**
 - a. *The Clay Liner, described in Bid Item No. 39, shall be a CL or CH material, 2-foot-thick, 95% Relative Compaction, within ±2% of Optimum Moisture Content.*
 - b. *Compact native backfill between the top of the Bedding Zone and the bottom of the Clay Liner, the same as the surrounding pipe trench.*
6. **If we wanted to bore under the gas lines at 243+00 would that be acceptable to the owner? I would think we would use the same 54" FRPM jacking pipe, but it may require that the waterline be slightly lower to accommodate the separation between the gas lines and the casing.**

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NORTH WELD COUNTY WATER DISTRICT
EATON PIPELINE PROJECT (PHASE 2)
ADDENDUM NO. 4 - NOT FOR CONSTRUCTION

SECTION 00 90 04
ADDENDUM NO. 04
PAGE 4 OF 4

SECTION 00 90 05

ADDENDUM NO. 05

**NORTH WELD COUNTY WATER DISTRICT
EATON PIPELINE PROJECT (PHASE 2)**

To all prospective **BIDDERS** for the construction of the **Eaton Pipeline Project (Phase 2)** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 05 is attached to this cover page. This addendum, including attachments, is four (4) total pages.

This **ADDENDUM NO. 05** is made effective this **19th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

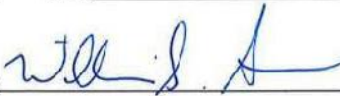
Bidder must sign this notice and attach it to its submitted bid.

Date: August 22 2022

Firm: Connell Resources, Inc.

Official Address
7785 Highland Meadows Pkwy.
Suite 100
Fort Collins, CO 80528

By:



William S Anderson, Vice President

The following questions were asked by Bidders:

1. *What are y'all looking for in regards to A copy of rate schedules related to protection of work during winter working conditions (e.g., Article 6.05 of the Bid Form)?*

Response: If extraneous efforts beyond what would be required in non-freezing weather conditions, e.g., blanketing and providing auxiliary heat for cast-in-place concrete, are anticipated by the Bidder, the Bidder shall provide a copy of rate schedules related to protection of work during winter working conditions.

2. *The Montgomery Irrigation Ditch calls for bypass of flows. Is this ditch anticipated to be dry when construction occurs? Or do we know about how much we are to bypass?*

Response: The Montgomery Seepage Ditch appears to primarily catch tailwater during irrigation season. The Engineer has not observed substantial flows coming down the Ditch, but it may vary depending on the surrounding irrigation, precipitation, etc. The Engineer has not monitored flows in the Ditch to quantify the required bypass flow rate. It's not reasonable to anticipate that the Ditch will be completely "dry" during construction since it may convey stormwater from the surrounding vicinity.

3. *Can post bid qualifications be submitted electronically? It would be hard to compile and deliver by 1pm the following day. Please advise.*

Response: The four Bidders who attended the mandatory Pre-Bid Conference are considered "qualified." No additional post-Bid qualifications need to be submitted by 1:00 p.m. on the day following the Bid Opening.

4. *(General questions pertaining to Work the Bidder feels is necessary to complete the Project as it relates to the Bid Items shown on the Bid Form).*

Response: Bidders should review the requirements set forth in Section 01 20 00 (Article 1.03) for guidance.

5. *So any subcontractor we use over \$10K needs to be turned in with the bid?*

Response: Yes, per Section 00 43 36.

6. *Builder's Risk is requested for this project. Is this an oversight or intentional?*

Response: It is intended. Provide Builders "All Risk" Insurance, per the requirements of Section 00 73 00 (Article SC-6.03.F.5).

7. *Can the district provide any further clarification as to what is included in 4.04 Special Damages? Are there current agreements in place that are dependent on the March 31st, 2024 and April 30th, 2024 completion dates and Special Damages associated?*

Response: The primary concern regarding damages pertains to the conditions of the existing Easement Agreements that were acquired for the project. These conditions are included in Part 3 of Section 31 01 01, per each landowner. Due to the sensitivity from the landowners, primarily having to do with irrigation and agricultural activities, it's imperative that the contractor be off these properties per these Easement Agreements.

8. *Section 33 05 20 C.a. minimum pipe class for pipe 4-54": special thickness Class S2 while the bid items for the 36" pipe is calling for Class 200, please clarify the pressure class and the wall thickness to be used on the 36" DI Pipe.*

The 36-inch transmission pipe shall be Pressure Class 200 (minimum; nominal wall thickness = 0.42-inches) DIP, as called-out in the profiles of the Plan & Profile Drawings. Other DIP, e.g., blowoff piping, etc., shall be Special Thickness Class 52 (minimum), per Section 33 05 20 of NWCWD's Standard Specifications.

9. *Please clarify if message boards will be required for any of the work on this project?*

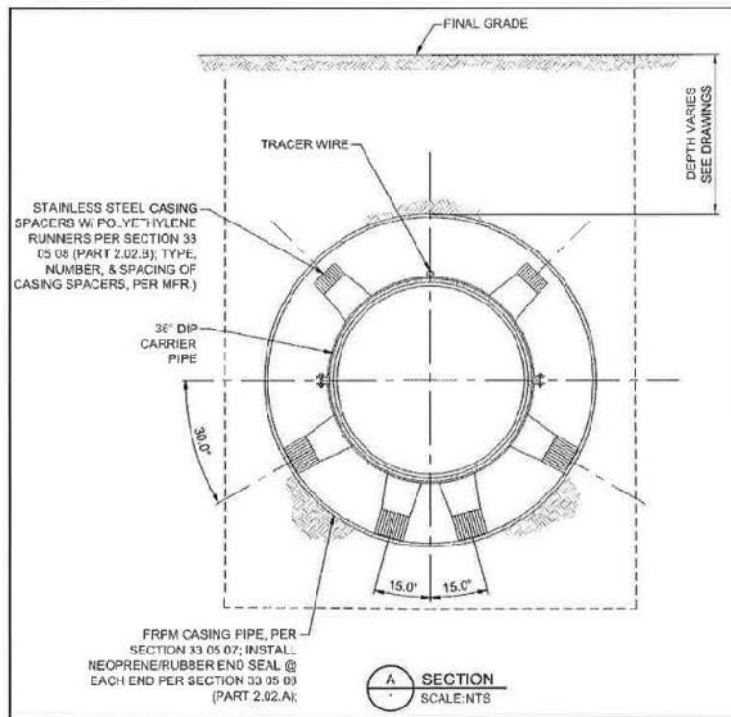
Response: Yes. The County typically requires these as a condition of the Right-of-Way permits.

10. *Please clarify if the fence remove and replace items will need to have new fence and post materials installed in the final location or if the original materials can be reused.*

Response: The drawings generally call out for the various fences to be "Removed and Reset," and Section 31 01 01 generally discusses reconstruction of fences. Some of the fences are more robust, e.g., steel drill pipe with tensioned cable strands, and contractors on previous sections of the pipeline were able to reconstruct the fence, post-construction. Other fences, e.g., wire fences, may be reconstructed, if feasible, so long as the post-construction fence is in a condition that is as good as the pre-construction condition of the fence. Section 31 01 01 does call out for some items to be replaced, e.g., gates on the 35321 Estate property, etc.

11. Please provide a detail for the FRP casing pipe, and if there will be any blow sand or grout required to fill the void between the carrier and casing pipe.

Response: In general, items that will be in the annular space between the outside wall of the carrier pipe and the inside wall of the casing pipe are casing spacers, joint bonding wires, and polyethylene encasement. No sand will be blown-in, and no grout will be placed in the annulus. The contractor shall coordinate with the DIP supplier regarding the extension of proprietary restrained joints as a part of final installation of the carrier pipe within the casing pipe. The following simple cross-section of the carrier pipe in the casing pipe is shown below:



END OF SECTION

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

Owner: **North Weld County Water District**

Engineer: **Providence Infrastructure Consultants** Engineer's Project No.: **171016.16-141-020**

Contractor: Connell Resources, Inc. Contractor's Project No.:

Project: **Eaton Pipeline Project (Phase 2)**

Effective Date of Contract: ___/___/20___

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on ___ day of _____, 20___, pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement (Section 00 52 00):

The date by which Substantial Completion must be achieved is **March 31st, 2024**, and the date by which readiness for final payment must be achieved is **April 30th, 2024**.

Before starting any Work at the Site, Contractor must comply with the following:

Paragraphs 2.01B and 2.01C of the General Conditions provides that Contractor and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

The Contractor is to notify Owner and Engineer in writing or by email forty-eight (48) hours before starting Work.

Owner: **North Weld County Water District**
By (*signature*): _____
Name (*printed*): Eric Reckentine
Title: District Manager
Date Issued: _____, 20__.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 20__.

CONTRACTOR

Copy: Engineer

END OF SECTION

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

August 25, 2022

Re: NWCWD – WCR 74/33 Intersection Project – Bid Recommendation

To whom it may concern:

Providence Infrastructure Consultants (PIC), acting on behalf of North Weld County Water District (NWCWD) as the Engineer, opened Bids at 10:00 a.m. on August 24, 2022.

Two Bids were received from the following Bidders:

- ▶ American West Construction, LLC – EXHIBIT A - \$895,636.00
- ▶ BT Construction – EXHIBIT B - \$1,513,657.25

Per the Invitation to Bid, Bids were only allowed from Bidders who had attended the mandatory Pre-Bid Conference that was held on August 10th, 2022. Both of the Bidders listed above attended the Pre-Bid Conference, and zero Bids were received from Bidders who did not attend the Pre-Bid Conference.

The amounts of the Bids received are generally in line with the Engineer's expectations considering the current volatility of labor and materials prices.

PIC recommends American West Construction, LLC, be awarded the Project.

Sincerely,

Providence Infrastructure Consultants, Inc.



Darin J. Pytlik, P.E.
Vice President
dpytlik@providenceic.com



275 E. 64th Ave.
Denver, CO 80221
P: 303.455.0838
F: 303.455.8148

SEALED BID

WCR 74/33 INTERSECTION PROJECT

Letting: August 24, 2022 – 10:00am

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2 - 74)	LS	1	\$44,000.00	\$44,000.00
2	Clearing and Grubbing	LS	1	\$14,000.00	\$14,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
3	Construction Traffic Control	LS	1	\$52,000.00	\$52,000.00
4	Construction Surveying	LS	1	\$9,900.00	\$9,900.00
5	Field Quality Control Testing	LS	1	\$13,000.00	\$13,000.00
6	Dewatering	LS	1	\$24,000.00	\$24,000.00
7	Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00
8	Tie-In (Line A, Sta. 100+00)	LS	1	\$4,400.00	\$4,400.00
9	Tie-In (Line A, Sta. 108+35)	LS	1	\$4,400.00	\$4,400.00
10	Tie-In (Line B, Sta. 200+00)	LS	1	\$7,100.00	\$7,100.00
11	Tie-In (Line C, Sta. 310+56)	LS	1	\$7,100.00	\$7,100.00
12	Pipe – 8-Inch C900 DR 18 PVC Waterline with Push-On Joints	LF	1,200	\$95.00	\$114,000.00
13	Pipe – 8-Inch C900 DR 18 PVC Waterline with Restrained Joints	LF	1,431	\$95.00	\$135,945.00
14	Pipe – 6-Inch C900 DR 18 PVC Waterline with Restrained Joints (Hydrant Service Extension)	LF	99	\$100.00	\$9,900.00
15	Pipe – 4-Inch C900 PVC DR 18 Waterline with Push-On Joints	LF	331	\$62.00	\$20,522.00
16	Pipe – 4-Inch C900 PVC Waterline with Restrained Joints	LF	252	\$78.00	\$19,656.00
17	2-Inch Water Service Line	LF	89	\$97.00	\$8,633.00
18	New 2-Inch Water Service Assembly	LS	1	\$7,800.00	\$7,800.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
19	Install New ¾-Inch Water Service Meter	LS	1	\$2,800.00	\$2,800.00
20	Existing Water Service Transfer (Customer-Side)	LS	1	\$2,900.00	\$2,900.00
21	Existing 3-Inch Water Service Glued Tee – Remove & Splice	LS	1	\$4,200.00	\$4,200.00
22	2-Inch Blowoff Assembly	EA	1	\$5,400.00	\$5,400.00
23	Valve – 8-Inch Gate Valve w/ MJs	EA	9	\$2,700.00	\$24,300.00
24	Valve – 6-Inch Gate Valve w/MJs (Hydrant Service Extension)	EA	1	\$1,700.00	\$1,700.00
25	Valve – 4-Inch Gate Valve w/ MJs	EA	2	\$1,700.00	\$3,400.00
26	Valve – 3-Inch Gate Valve w/ MJs	EA	2	\$2,000.00	\$4,000.00
27	Fitting – 8-Inch 11.25° DIP Bend w/ MJs	EA	2	\$820.00	\$1,640.00
28	Fitting – 8-Inch 22.5° DIP Bend w/ MJs	EA	5	\$850.00	\$4,250.00
29	Fitting – 8-Inch 45° DIP Bend w/ MJs	EA	18	\$960.00	\$17,280.00
30	Fitting – 8-Inch 90° DIP Bend w/ MJs	EA	2	\$1,000.00	\$2,000.00
31	Fitting – 6-Inch 11.25° DIP Bend w/ MJs	EA	2	\$680.00	\$1,360.00
32	Fitting – 6-Inch 45° DIP Bend w/ MJs	EA	4	\$690.00	\$2,760.00
33	Fitting – 4-Inch 11.25° DIP Bend w/ MJs	EA	2	\$600.00	\$1,200.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
34	Fitting – 4-Inch 22.5° DIP Bend w/ MJs	EA	2	\$600.00	\$1,200.00
35	Fitting – 4-Inch 45° DIP Bend w/ MJs	EA	2	\$590.00	\$1,180.00
36	Fitting – 4-Inch 90° DIP Bend w/ MJs	EA	1	\$650.00	\$650.00
37	Fitting – 8-Inch DIP Regular Tee w/ MJs	EA	4	\$1,300.00	\$5,200.00
38	Fitting – 8-Inch by 6-Inch Tee w/ MJs (Hydrant Service Extension)	EA	1	\$1,200.00	\$1,200.00
39	Fitting – 8-Inch by 4-Inch DIP Reducer w/ MJs	EA	2	\$630.00	\$1,260.00
40	Fitting – 4-Inch by 3-Inch DIP Reducer w/ MJs	EA	2	\$490.00	\$980.00
41	Fitting – 8-Inch Solid Sleeve and plug w/ MJs	EA	1	\$1,700.00	\$1,700.00
42	Fitting – 6-inch Solid Sleeve w/ MJs	EA	1	\$1,400.00	\$1,400.00
43	Pipe – 18-Inch C900 DR 18 PVC Casing Pipe with Restrained Joints (Line A)	LF	165	\$190.00	\$31,350.00
44	Pipe – 18-Inch C900 DR 18 PVC Casing Pipe with Restrained Joints (Line B)	LF	151	\$190.00	\$28,690.00
45	Telephone Line Crossing (Sta. 103+65, Line A)	LS	1	\$1,400.00	\$1,400.00
46	Fiber Optic Crossing (Sta. 103+66, Line A)	LS	1	\$1,400.00	\$1,400.00
47	8.5-Inch Gas Line Crossing (Sta. 105+12, Line A)	LS	1	\$1,400.00	\$1,400.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
48	3-Inch Gas Line Crossing (Sta. 105+14, Line A)	LS	1	\$1,400.00	\$1,400.00
49	8-Inch Waterline Crossing (Sta. 105+63, Line A)	LS	1	\$1,400.00	\$1,400.00
50	Telephone Line Crossing (Sta. 106+03, Line A)	LS	1	\$1,400.00	\$1,400.00
51	Telephone Line Crossing (Sta. 107+97, Line A)	LS	1	\$1,400.00	\$1,400.00
52	Fiber Optic Crossing - 3 Lines (Sta. 108+07, Line A)	LS	1	\$1,400.00	\$1,400.00
53	Telephone Line Crossing (Sta. 108+13, Line A)	LS	1	\$1,400.00	\$1,400.00
54	3-Inch Waterline Crossing (Sta. 212+99, Line B)	LS	1	\$1,400.00	\$1,400.00
55	Telephone Line Crossing (Sta. 213+04, Line B)	LS	1	\$1,400.00	\$1,400.00
56	Fiber Optic Crossing – 3 Lines (Sta. 213+07, Line B)	LS	1	\$1,400.00	\$1,400.00
57	Telephone Line Crossing (Sta. 213+09, Line B)	LS	1	\$1,400.00	\$1,400.00
58	8.5-Inch Gas Line Crossing (Sta. 308+13, Line C)	LS	1	\$1,400.00	\$1,400.00
59	3-Inch Gas Line Crossing (Sta. 308+65, Line C)	LS	1	\$1,400.00	\$1,400.00
60	3-Inch Gas Line Crossing (Sta. 308+94, Line C)	LS	1	\$1,400.00	\$1,400.00
61	3-Inch Gas Line Crossing (Sta. 0+63, Hydrant Service Extension)	LS	1	\$1,400.00	\$1,400.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
62	8.5-Inch Gas Line Crossing (Sta. 0+65, Hydrant Service Extension)	LS	1	\$1,400.00	\$1,400.00
63	Abandon 8-Inch WL In-Place w/ Flash Fill	CY	26	\$250.00	\$6,500.00
64	Abandon 6-Inch WL In-Place w/ Flash Fill	CY	0.4	\$700.00	\$280.00
65	Abandon 3-Inch WL In-Place (Plug End)	EA	2	\$670.00	\$1,340.00
66	Abandon Existing Service Line In-Place (Plug End)	EA	2	\$670.00	\$1,340.00
67	Line A Backfill w/ Flowable Fill	CY	132	\$280.00	\$36,960.00
68	Line B Backfill w/ Flowable Fill	CY	370	\$280.00	\$103,600.00
69	Line C Backfill w/Flowable Fill (within Existing ROW)	CY	67	\$280.00	\$18,760.00
70	Hydrant Service Extension Backfill w/ Flowable Fill	CY	60	\$280.00	\$16,800.00
71	Site Restoration and Cleanup	LS	1	\$9,600.00	\$9,600.00
72	Pressure Testing	LS	1	\$4,200.00	\$4,200.00
73	Disinfection	LS	1	\$4,500.00	\$4,500.00
74	Record Drawings	LS	1	\$1,200.00	\$1,200.00
Base Bid Total				\$895,636.00	
Total of Lump Sum and Unit Price Bids = Total <u>Base Bid Price</u> (in words): eight hundred ninety-five thousand six hundred thirty-six dollars and zero cents					

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION



- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	08/12/22	 8/12/22
2	08/22/22	 8/22/22

B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work;

(b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and
(c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to

establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. 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.
- d. 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.
- e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of Ten Percent (10%) of total Bid Amount which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

Paul S. Snyder - 4367 W. 117th Avenue, Westminster, CO 80031

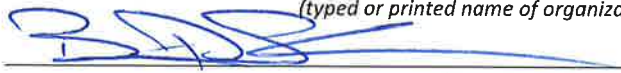
Brian Schrameyer - 12091 Song Bird Hills Street, Parker, CO 80138

Rob Casagranda - 11873 Lillis Lane, Golden, CO 80403

BIDDER hereby submits this Bid as set forth above:

Bidder:

American West Construction, LLC


By:  (typed or printed name of organization)
(individual's signature)

Name: Brian Schrameyer
(typed or printed)

Title: Member/Vice President
(typed or printed)

Date: 08/24/22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Witness
Attest: 
(individual's signature)

Name: Chantel Lucero
(typed or printed)

Title: Project Coordinator
(typed or printed)

Date: 08/24/22
(typed or printed)

Address for giving notices:
275 E. 64th Avenue
Denver, CO 80221

Bidder's Contact:

Name: Brian Schrameyer
(typed or printed)

Title: Member/Vice President
(typed or printed)

Phone: 303.455.0838

Email: bschrameyer@trustawc.com

Address: 275 E. 64th Avenue
Denver, CO 80221

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION



PROPOSAL

DATE: 6/1/2022

PROJECT #:

QUOTE TO:

PROJECT NAME: 2022 T&M RATES

ITEM	DESCRIPTION	UNIT	UNIT PRICE
10	RUBBER Tired BACKHOE	HR	\$ 112.00
20	BACKHOE WITH VIBRATORY PLATE COMPACTOR	HR	\$ 125.00
30	SKID STEER (WHEELED)	HR	\$ 105.00
40	SKID STEER (TRACKED)	HR	\$ 110.00
50	SKID STEER BROOM	HR	\$ 12.00
60	WHEEL LOADER - CAT 938/JD624	HR	\$ 150.00
70	WHEEL LOADER - CAT 950/JD644	HR	\$ 160.00
80	WHEEL LOADER - CAT 966/JD744	HR	\$ 180.00
90	EXCAVATOR - KOMATSU PC 78 or Equiv	HR	\$ 135.00
100	EXCAVATOR - KOMATSU 228 or Equiv	HR	\$ 175.00
105	EXCAVATOR - 300 SERIES with Thumb	HR	\$ 200.00
110	EXCAVATOR - CAT 330/VOLVO 305 or Equiv	HR	\$ 185.00
120	EXCAVATOR - KOMATSU 400/490 or Equiv	HR	\$ 240.00
130	VIBRATORY COMPACTOR	HR	\$ 170.00
150	DOZER - D65	HR	\$ 325.00
160	DOZER - CAT D8R	HR	\$ 405.00
170	MOTOR GRADER - CAT 140H/14G/JD 772	HR	\$ 180.00
190	SCRAPER - CAT 623	HR	\$ 270.00
200	SCRAPER - CAT 627	HR	\$ 360.00
210	AG TRACTOR W/ DISC	HR	\$ 295.00
220	WATER TRUCK - 2,000 GAL	HR	\$ 85.00
230	WATER TRUCK - 4,000 GAL	HR	\$ 95.00
240	WATER TANKER - 6-8,000 GAL	HR	\$ 185.00
250	WATER TOWER - 12,000 GAL	HR	\$ 27.00
260	PICKUP	HR	\$ 28.00
270	2 TON TRUCK	HR	\$ 35.00
280	5 TON TRUCK - DUMP (SINGLE AXLE)	HR	\$ 80.00
290	15 TON TRUCK - DUMP (TANDEM)	HR	\$ 155.00
300	25 TON TRUCK - DUMP (SEMI)	HR	\$ 175.00
310	20-36 KW GENERATOR	HR	\$ 35.00
320	SUBMERSIBLE PUMPS - ELECTRIC	HR	\$ 18.00
330	6" TRASH PUMP	HR	\$ 42.00

SECTION 00 43 13

BID BOND

THE STATE OF Colorado)
) ss.
COUNTY OF Larimer)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,
American West Construction, LLC of the City of
Denver County of Adams and State of
Colorado (hereinafter called "Principal") as Principal, and
* (hereinafter called "Surety") as surety, a corporation organized
and existing under and by virtue of the laws of the State of Connecticut and authorized to
do business within the State of Colorado and to act as surety on bonds for principals, are held
and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee,
in the sum of

Ten Percent (10%) of Total Bid Amount
Dollars (\$ -----) in lawful money of the United States, for the payment of which sum,
well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written
agreement with Owner for Construction of the **WCR 74/33 Intersection Project**, hereinafter
referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept
the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner
in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or
Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and
give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum
between the amount specified in said Bid and such larger amount for which Owner may in good
faith contract with another party to perform the Work covered by said Bid, then (3) this obligation
shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not
less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum
of this Bid Bond will become **LIQUIDATED DAMAGES** (as detailed in the Bid Form), and subject
to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

*Travelers Casualty and Surety Company of America

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 24th day of August, 2022.

PRINCIPAL: American West Construction, LLC

By:



Brian Schrameyer, Member/Vice President

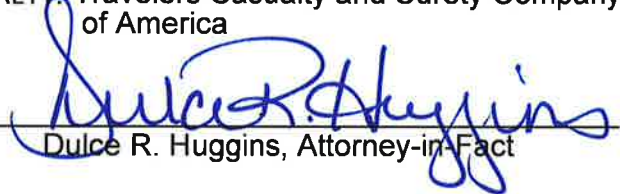


Witness

(Address) 275 E. 64th Avenue
Denver CO 80221

SURETY: Travelers Casualty and Surety Company
of America

By:



Dulce R. Huggins, Attorney-in-Fact



Witness

(Address) One Tower Square
Hartford, CT 06183

Surety's No. 720-200-8452

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dulce R Huggins GREELEY** of **Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

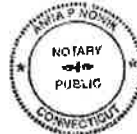
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies; which remains in full force and effect.

Dated this 24th day of August, 2022 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
Pipe Material	Core & Main
Traffic Control	AAA Barricade
Aggregate	Holcim
Flowfill	Varra Companies

SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION

To all prospective **BIDDERS** for the construction of the **WCR 74/33 INTERSECTION PROJECT** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 01 is attached to this cover page. This addendum, including attachments, is 196 total pages.

This **ADDENDUM NO. 01** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 08/24/22 Firm: American West Construction, LLC

Official Address
275 E. 64th Avenue
Denver, CO 80221

By: 
Brian Schrameyer, Member/Vice President

SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION PROJECT

To all prospective **BIDDERS** for the construction of the **WCR 74/33 INTERSECTION PROJECT** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 02 is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 02** is made effective this **22nd day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 08/24/22 Firm: American West Construction, LLC

Official Address
275 E. 64th Avenue
Denver, CO 80221

By: 
Brian Schrameyer, Member/Vice President



PROPOSAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE
340	PROJECT MANAGER	HR	\$ 155.00
345	PROJECT ENGINEER	HR	\$ 135.00
350	SUPERINTENDENT	HR	\$ 145.00
360	FOREMAN	HR	\$ 125.00
370	OPERATOR	HR	\$ 85.00
380	LABORER	HR	\$ 75.00
390	MOBILIZATION (HEAVY EQUIPMENT)	HR	\$ 295.00
400	MOBILIZATION (MEDIUM EQUIPMENT)	HR	\$ 265.00
410	MOBILIZATION (LIGHT EQUIPMENT)	HR	\$ 245.00

- Billings based upon time and material sheet documented by AWC.
- Due to the volatility of the current fuel and material supplier markets, AWC reserves its right to allow for fuel surcharges.
- Pricing does not include overtime, multiply hourly rate by 1.5 for labor hours above 40 hrs/week.
- Add \$ 20/Hr for night work and mountain work on labor & equipment.
- Add \$ 20/Hr for prevailing wage work on labor.
- T&M Material Contract.
- Items not listed (ie. Subcontractors, Vendors, Materials and Rental Equipment) to be billed at cost plus 20% markup.
- Payment due net 30, no retainage held.

Exclusions:

- Bond (add 1.5%), survey, traffic control, testing, permits, winter protection, night work, overtime, Davis Bacon Wages.

North Weld County Water District
Attention: Eric Reckentine
P.O. Box 56
32825 Weld County Road 39
Lucerne, Colorado
80646

WCR 74 / 33 Intersection Project
Bid Opening 08/24/2022 at 10:00 a.m. MST

BT Construction
 9885 Emporia Street, Henderson, CO, 80640

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
 - A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2 - 74)	LS	1	\$37,000.00 \$75,000.00	\$37,000.00 \$75,000.00
2	Clearing and Grubbing	LS	1	\$50,400.00	\$50,400.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
3	Construction Traffic Control	LS	1	\$84,800.00	\$84,800.00
4	Construction Surveying	LS	1	\$14,550.00	\$14,550.00
5	Field Quality Control Testing	LS	1	\$9,600.00	\$9,600.00
6	Dewatering	LS	1	\$71,950.00	\$71,950.00
7	Erosion and Sedimentation Control	LS	1	\$13,900.00	\$13,900.00
8	Tie-In (Line A, Sta. 100+00)	LS	1	\$18,600.00	\$18,600.00
9	Tie-In (Line A, Sta. 108+35)	LS	1	\$18,600.00	\$18,600.00
10	Tie-In (Line B, Sta. 200+00)	LS	1	\$19,000.00	\$19,000.00
11	Tie-In (Line C, Sta. 310+56)	LS	1	\$19,000.00	\$19,000.00
12	Pipe – 8-Inch C900 DR 18 PVC Waterline with Push-On Joints	LF	1,200	\$130.00 \$123.75	\$156,000.00 \$148,500.00
13	Pipe – 8-Inch C900 DR 18 PVC Waterline with Restrained Joints	LF	1,431	\$140.00 \$131.25	\$200,340.00 \$187,818.75
14	Pipe – 6-Inch C900 DR 18 PVC Waterline with Restrained Joints (Hydrant Service Extension)	LF	99	\$116.75	\$11,558.25
15	Pipe – 4-Inch C900 PVC DR 18 Waterline with Push-On Joints	LF	331	\$90.25	\$29,872.75
16	Pipe – 4-Inch C900 PVC Waterline with Restrained Joints	LF	252	\$95.75	\$24,129.00
17	2-Inch Water Service Line	LF	89	\$115.25	\$10,257.25
18	New 2-Inch Water Service Assembly	LS	1	\$18,450.00	\$18,450.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
19	Install New ¾-Inch Water Service Meter	LS	1	\$22,600.00	\$22,600.00
20	Existing Water Service Transfer (Customer-Side)	LS	1	\$13,850.00	\$13,850.00
21	Existing 3-Inch Water Service Glued Tee – Remove & Splice	LS	1	\$12,950.00	\$12,950.00
22	2-Inch Blowoff Assembly	EA	1	\$16,150.00	\$16,150.00
23	Valve – 8-Inch Gate Valve w/ MJs	EA	9	\$4,050.00	\$36,450.00
24	Valve – 6-Inch Gate Valve w/MJs (Hydrant Service Extension)	EA	1	\$2,950.00	\$2,950.00
25	Valve – 4-Inch Gate Valve w/ MJs	EA	2	\$2,900.00	\$5,800.00
26	Valve – 3-Inch Gate Valve w/ MJs	EA	2	\$3,200.00	\$6,400.00
27	Fitting – 8-Inch 11.25° DIP Bend w/ MJs	EA	2	\$1,800.00	\$3,600.00
28	Fitting – 8-Inch 22.5° DIP Bend w/ MJs	EA	5	\$1,850.00	\$9,250.00
29	Fitting – 8-Inch 45° DIP Bend w/ MJs	EA	18	\$1,850.00	\$33,300.00
30	Fitting – 8-Inch 90° DIP Bend w/ MJs	EA	2	\$1,950.00	\$3,900.00
31	Fitting – 6-Inch 11.25° DIP Bend w/ MJs	EA	2	\$1,650.00	\$3,300.00
32	Fitting – 6-Inch 45° DIP Bend w/ MJs	EA	4	\$3,500.00	\$14,000.00
33	Fitting – 4-Inch 11.25° DIP Bend w/ MJs	EA	2	\$6,450.00	\$12,900.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
34	Fitting – 4-Inch 22.5° DIP Bend w/ MJs	EA	2	\$1,600.00	\$3,200.00
35	Fitting – 4-Inch 45° DIP Bend w/ MJs	EA	2	\$1,550.00	\$3,100.00
36	Fitting – 4-Inch 90° DIP Bend w/ MJs	EA	1	\$1,600.00	\$1,600.00
37	Fitting – 8-Inch DIP Regular Tee w/ MJs	EA	4	\$2,250.00	\$9,000.00
38	Fitting – 8-Inch by 6-Inch Tee w/ MJs (Hydrant Service Extension)	EA	1	\$2,150.00	\$2,150.00
39	Fitting – 8-Inch by 4-Inch DIP Reducer w/ MJs	EA	2	\$1,700.00	\$3,400.00
40	Fitting – 4-Inch by 3-Inch DIP Reducer w/ MJs	EA	2	\$1,550.00	\$3,100.00
41	Fitting – 8-Inch Solid Sleeve and plug w/ MJs	EA	1	\$2,100.00	\$2,100.00
42	Fitting – 6-inch Solid Sleeve w/ MJs	EA	1	\$1,750.00	\$1,750.00
43	Pipe – 18-Inch C900 DR 18 PVC Casing Pipe with Restrained Joints (Line A)	LF	165	\$205.75	\$33,948.75
44	Pipe – 18-Inch C900 DR 18 PVC Casing Pipe with Restrained Joints (Line B)	LF	151	\$204.75	\$30,917.25
45	Telephone Line Crossing (Sta. 103+65, Line A)	LS	1	\$2,450.00	\$2,450.00
46	Fiber Optic Crossing (Sta. 103+66, Line A)	LS	1	\$2,450.00	\$2,450.00
47	8.5-Inch Gas Line Crossing (Sta. 105+12, Line A)	LS	1	\$2,450.00	\$2,450.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
48	3-Inch Gas Line Crossing (Sta. 105+14, Line A)	LS	1	\$2,450.00	\$2,450.00
49	8-Inch Waterline Crossing (Sta. 105+63, Line A)	LS	1	\$2,450.00	\$2,450.00
50	Telephone Line Crossing (Sta. 106+03, Line A)	LS	1	\$2,450.00	\$2,450.00
51	Telephone Line Crossing (Sta. 107+97, Line A)	LS	1	\$2,450.00	\$2,450.00
52	Fiber Optic Crossing - 3 Lines (Sta. 108+07, Line A)	LS	1	\$2,450.00	\$2,450.00
53	Telephone Line Crossing (Sta. 108+13, Line A)	LS	1	\$2,450.00	\$2,450.00
54	3-Inch Waterline Crossing (Sta. 212+99, Line B)	LS	1	\$2,450.00	\$2,450.00
55	Telephone Line Crossing (Sta. 213+04, Line B)	LS	1	\$2,450.00	\$2,450.00
56	Fiber Optic Crossing – 3 Lines (Sta. 213+07, Line B)	LS	1	\$2,450.00	\$2,450.00
57	Telephone Line Crossing (Sta. 213+09, Line B)	LS	1	\$2,450.00	\$2,450.00
58	8.5-Inch Gas Line Crossing (Sta. 308+13, Line C)	LS	1	\$2,450.00	\$2,450.00
59	3-Inch Gas Line Crossing (Sta. 308+65, Line C)	LS	1	\$2,450.00	\$2,450.00
60	3-Inch Gas Line Crossing (Sta. 308+94, Line C)	LS	1	\$2,450.00	\$2,450.00
61	3-Inch Gas Line Crossing (Sta. 0+63, Hydrant Service Extension)	LS	1	\$2,450.00	\$2,450.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
62	8.5-Inch Gas Line Crossing (Sta. 0+65, Hydrant Service Extension)	LS	1	\$2,450.00	\$2,450.00
63	Abandon 8-Inch WL In-Place w/ Flash Fill	CY	26	\$185.00	\$4,810.00
64	Abandon 6-Inch WL In-Place w/ Flash Fill	CY	0.4	\$185.00	\$74.00
65	Abandon 3-Inch WL In-Place (Plug End)	EA	2	\$1,250.00	\$2,500.00
66	Abandon Existing Service Line In-Place (Plug End)	EA	2	\$1,250.00	\$2,500.00
67	Line A Backfill w/ Flowable Fill	CY	132	\$225.00	\$29,700.00
68	Line B Backfill w/ Flowable Fill	CY	370	\$225.00	\$83,250.00
69	Line C Backfill w/Flowable Fill (within Existing ROW)	CY	67	\$250.00	\$16,750.00
70	Hydrant Service Extension Backfill w/ Flowable Fill	CY	60	\$240.00	\$14,400.00
71	Site Restoration and Cleanup	LS	1	\$72,050.00	\$72,050.00
72	Pressure Testing	LS	1	\$48,700.00	\$48,700.00
73	Disinfection	LS	1	\$48,950.00	\$48,950.00
74	Record Drawings	LS	1	\$8,200.00	\$8,200.00
Base Bid Total				\$1,455,636.00	\$1,513,657.25 <i>row</i>
Total of Lump Sum and Unit Price Bids = Total <u>Base</u> Bid Price (in words):					
One Million, Four Hundred and Fifty Five Thousand, Six Hundred and Thirty Six Dollars and Zero Cents					

*one million Five Hundred and Thirteen Thousand
Six Hundred and Fifty Seven Dollars
and Twenty Five Cents* *row*

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION



- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
- A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	08/12/22	 8/24/2022
2	08/22/22	 8/24/2022

B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work;

(b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and
(c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to

establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. 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.
- d. 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.
- e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of ~~one hundred and fifty one thousand three hundred and thirty five dollars and thirty three cents~~ ^{one hundred and fifty one thousand three hundred and thirty five dollars and thirty three cents} Dollars (\$ ~~145,363.60~~ ^{151,365.73}) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties


A. The full names and addresses of parties interested in this Bid as principals are as follows:

BT Construction

BIDDER hereby submits this Bid as set forth above:

Bidder:

BT CONSTRUCTION, INC
(typed or printed name of organization)

By: 
(individual's signature)

Name: CHRIS GRAY
(typed or printed)

Title: VP
(typed or printed)

Date: 8/24/2022
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: JOSH LIVERMORE
(typed or printed)

Title: VICE PRESIDENT
(typed or printed)

Date: AUGUST 24, 2022
(typed or printed)

Address for giving notices:

9885 Emporia Street
Henderson, Colorado, 80640

Bidder's Contact:

Name: Rob Willis
(typed or printed)

Title: Director of Estimating and Business Development
(typed or printed)

Phone: 303-469-0199

Email: Rob.Willis@btconstruction.com

Address: 9885 Emporia Street
Henderson, Colorado, 80640

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,
BT Construction, Inc. of the City of
Henderson County of Adams and State of
Colorado (hereinafter called "Principal") as Principal, and
Hartford Fire Insurance Company (hereinafter called "Surety") as surety, a corporation organized
and existing under and by virtue of the laws of the State of CT and authorized to
do business within the State of Colorado and to act as surety on bonds for principals, are held
and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee,
in the sum of

Ten Percent of the Total Amount Bid

Dollars (\$ 10%) in lawful money of the United States, for the payment of which sum,
well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written
agreement with Owner for Construction of the **WCR 74/33 Intersection Project**, hereinafter
referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept
the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner
in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or
Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and
give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum
between the amount specified in said Bid and such larger amount for which Owner may in good
faith contract with another party to perform the Work covered by said Bid, then (3) this obligation
shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not
less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum
of this Bid Bond will become **LIQUIDATED DAMAGES** (as detailed in the Bid Form), and subject
to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 16th day of August, 20 22.

PRINCIPAL: **BT Construction, Inc.**

By:



Josh LW Bensoe

Witness

(Address) 9885 Emporia Street, Henderson

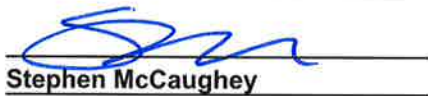


SURETY: **Hartford Fire Insurance Company**

By:



Ashlea McCaughey, Attorney-in-Fact



Stephen McCaughey

Witness

(Address) **One Hartford Plaza, Hartford, CT 06155**



Surety's No. (860) 547-5000

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC
Agency Code: 34-346205

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Donald E. Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 08/16/2022.

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
Dewatering	RK Water
Trucking	Ralph Martinez
Surveying	Acklam
Flashfill	Flashfill Services

SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION

To all prospective **BIDDERS** for the construction of the **WCR 74/33 INTERSECTION PROJECT** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 01 is attached to this cover page. This addendum, including attachments, is 196 total pages.

This **ADDENDUM NO. 01** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.


Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 08/14/2022 Firm: BT Construction Inc.

Official Address

By:  _____

1. The first addendum item is in response to questions regarding dewatering along the WCR 74/33 Intersection Project.

a. The attached Geotechnical Engineering Report was prepared for and provided by Weld County Public Works in association with the WCR 74 and WCR 33 Roundabout Project.

2. A question was raised at the pre-bid meeting regarding who shall be responsible for attaining permits.

a. "All permits shall be applied for and paid for by the Contractor, per Article 7.09.A of Section 00 72 00 (General Conditions).

b. The Engineer anticipates permits will be required from Weld County (Right-of-Way) and from CDPHE (Construction Dewatering and Stormwater Discharge), per Section 01 11 00.

c. The Contractor shall assume the cost of the Weld County Right-of-Way Permit will be waived by the County; however, the Contractor will be responsible for applying for and for obtaining the permit.

d. Account for the administrative costs associated with obtaining the Weld County Right-of-Way permit under Bid Item No. 1 – Mobilization and Demobilization

e. Account for the administrative costs and the permit fees for CDPHE Construction Dewatering Permit under Bid Item No. 6 – Dewatering.

f. Account for the administrative costs and the permit fees for CDPHE Stormwater Discharge Permit under Bid Item No. 7 – Erosion and Sedimentation Control."

END OF SECTION

SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION PROJECT

To all prospective **BIDDERS** for the construction of the **WCR 74/33 INTERSECTION PROJECT** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 02 is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 02** is made effective this **22nd day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 08/22/2022

Firm: BT Construction Inc.

Official Address

By:  _____

The following questions were asked by Bidders:

1. *Will pipe spoils need to be hauled off site?*

Response: Yes, spoils will need to be hauled off-site for the duration of the project. Weld County would like to inform bidders that the County ROW Construction Permit fees will be waived; within the permit application, please include that the application is for work on a Weld County project.

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance: ___/___/20___

Owner: North Weld County Water District
32825 WCR 39
Lucerne, CO 80646

Engineer: Providence Infrastructure Consultants Engineer's Project No.: **171016.05-094**

Project: **WCR 74/33 Intersection Project**
Contract Name: **WCR 74/33 Intersection Project**
Bidder: American West Construction, LLC
Bidder's Address: 275 E 64th Avenue Denver, CO 80221

The Owner, having duly considered the Bid Form submitted on August 24th, 2022, for the Work covered by the Contract Documents titled **WCR 74/33 Intersection Project** in the amount of eight hundred and ninety five thousand six hundred and thirty six dollars and zero cents (\$895,636.00) and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

The Contract Price of the awarded Contract is **\$\$895,636.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three 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. Drawings will be delivered with the 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 three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required Performance Bond and Labor and Materials Payment Bonds) and insurance certificates on ACORD Form 25 with copies of applicable insurance policies and documentation, as

specified in the Instructions to Bidders, General Conditions (Articles 2 and 6), and Supplementary Conditions.

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

You are required to return an acknowledged copy of this Notice of Award to Owner.

Owner: **North Weld County Water District**

By (*signature*): _____

Name (*printed*): Eric Reckentine

Title: District Manager

Copy: Engineer

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice to Award is hereby acknowledged this _____ day of _____, 20__.

CONTRACTOR

By: _____

Title: _____

END OF SECTION

SECTION 00 52 00

AGREEMENT

This Agreement is by and between **North Weld County Water District**, a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, State of Colorado (“Owner”) and **American West Construction, LLC** (“Contractor”).

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

In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter specified, Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Construction of approximately 580 feet of 4-inch PVC waterline, 2,630 feet of 8-inch PVC waterline, 100 feet of 6-inch PVC waterline, and associated appurtenances and ancillary work.
- B. In-place abandonment of approximately 800 feet of 3-inch PVC (cap ends) and 1,950 feet of 8-inch PVC waterline (by filling with flash fill).

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1 – WORK.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Providence Infrastructure Consultants, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

3.03 The Project’s construction will be administered by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 complete on or before **December 2, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 30, 2022**.

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 Milestones not achieved within the Contract Times, as duly modified. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay the Owner, as liquidated damages and not as a penalty, the following sums:

1. *Substantial Completion*: Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 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 not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 For the performance of the Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor eight hundred and ninety five thousand six hundred and thirty six dollars and zero cents (\$895,636.00) , in accordance with the Contract Documents. The Agreement price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by Owner and Contractor as hereinafter provided, and for changes in the Cost of the Work, which changes shall be calculated based upon the unit-price bids contained in the Bid Form and verified by the Engineer.

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. If Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent of the calculated value of any Work completed, less the aggregate of payments previously made, until all of the Work required by this Agreement has been performed. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The Retainage percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Project is finally accepted by Owner in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of the Work. The Owner shall make a final settlement in accordance with Section 38-26-107, C.R.S., within sixty (60) days after this Agreement is completed satisfactorily and finally accepted by the Owner.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price, including release of any Retainage, in accordance with the Contract Documents and Section 38-26-107, C.R.S.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release Retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- B. Refer to Section 00 62 76 for Consent of Surety form.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents which comprise the entire agreement and contract between Owner and Contractor and which are attached to this Agreement and are incorporated herein by this reference, consist of all of the following:
 - 1. This Agreement and any Amendments thereto.
 - 2. Bonds:
 - a. Performance Bond (together with power of attorney).
 - b. Labor and Materials Payment Bond (together with power of attorney).
 - 3. Certificate of Insurance and copies of policies.
 - 4. Notice of Award.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications and Standards as listed in the Table of Contents – Section 00 01 10 – of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: **NORTH WELD COUNTY WATER DISTRICT, WCR 74/33 INTERSECTION.**
 - 9. Addenda (numbers 01 to 05, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form – Section 00 41 00, which is attached hereto and incorporated herein by this reference as Exhibit A (pages 1 to 14 inclusive).
 - b. Documentation submitted by Contractor with Bid and prior to Notice of Award.
 - 11. 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. Modifications, Work Change Orders and Directors, Field Orders or other such revisions properly authorized after execution hereof.

- c. Warranty Bond, if any.
 - d. Certificate of Substantial Completion (Section 00 65 16) and Notice of Acceptability of Work (Section 00 65 17).
 - e. All documents contained or referenced within the Project Manual, Drawings, and Specifications for the Project.
 - f. Engineering Supplemental Information (ESI).
 - g. Requests for Information (RFI) responses.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
 - D. The Contract Documents may only be amended, repealed, modified, or supplemented as provided in the Contract. In the event of a conflict between this Agreement and the General Conditions, this Agreement shall control.
 - E. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to the Sanctions List Search administered by the Office of Foreign Assets Controls, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been

identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 *Contractor's Certifications*

- A. Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States. The Contractor affirmatively makes the follow declarations:
 1. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work contemplated herein.
 2. The Contractor shall not knowingly enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly

employ or contract with an illegal alien to perform the work contemplated herein.

3. The Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program and, if the Contractor is not accepted into the E-Verify Program prior to entering into this Agreement, that the Contractor shall apply to participate in the E-Verify Program every three (3) months until the Contractor is accepted or the this Agreement has been completed, whichever is earlier.
 4. The Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 5. If the Contractor obtains actual knowledge that a subcontractor performing the consulting services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - a. Notify the Subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien.
 - b. Terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required above the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 6. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in Section 8-17.5-102, C.R.S.
- B. If the Contractor violates a provision of the Agreement pursuant to Section 8-17.5-102, C.R.S., the Owner may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. 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 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Independent Contractor
 1. Contractor is an independent contractor and nothing herein shall constitute or designate Contractor or any of its employees or agents as employees or agents of Owner. 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 Owner, and shall be responsible for supervising its own employees or subcontractors. Owner is concerned only with the results to be obtained. Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for 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. Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of Owner, and Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws.

Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than Owner, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

- C. Owner makes the following representations:
 - 1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

8.04 *Change Orders*

- A. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and that the appropriations are available prior to performance of the additional work, or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

8.05 *Miscellaneous*

- A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that are or may become due (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment of the Agreement which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents. The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.
- C. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions

of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.

- D. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.
- E. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.
- F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.
- G. This Agreement, together with the other Contract Documents, constitutes the entire Agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.
- H. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.
- I. Unless otherwise expressly provided, any reference herein to "days" shall mean calendar days. All times stated in the Contract Documents are of the essence.
- J. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor's performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from the Owner's furnishing such information to others.
- K. Nothing contained in the Contract Documents shall be construed as a waiver of the Owner of the rights and privileges afforded under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as may be amended from time to time.

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

OWNER:

North Weld County Water District

By: _____
Officer of the District

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__, by
_____ as Officer of North Weld County Water District.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

CONTRACTOR:

By: _____

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__, by
_____ as _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

CONTRACTOR'S BID FORM

(FOLLOWING PAGES)

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80546**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2 - 74)	LS	1	\$44,000.00	\$44,000.00
2	Clearing and Grubbing	LS	1	\$14,000.00	\$14,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
3	Construction Traffic Control	LS	1	\$52,000.00	\$52,000.00
4	Construction Surveying	LS	1	\$9,900.00	\$9,900.00
5	Field Quality Control Testing	LS	1	\$13,000.00	\$13,000.00
6	Dewatering	LS	1	\$24,000.00	\$24,000.00
7	Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00
8	Tie-In (Line A, Sta. 100+00)	LS	1	\$4,400.00	\$4,400.00
9	Tie-In (Line A, Sta. 108+35)	LS	1	\$4,400.00	\$4,400.00
10	Tie-In (Line B, Sta. 200+00)	LS	1	\$7,100.00	\$7,100.00
11	Tie-In (Line C, Sta. 310+56)	LS	1	\$7,100.00	\$7,100.00
12	Pipe – 8-Inch C900 DR 18 PVC Waterline with Push-On Joints	LF	1,200	\$95.00	\$114,000.00
13	Pipe – 8-Inch C900 DR 18 PVC Waterline with Restrained Joints	LF	1,431	\$95.00	\$135,945.00
14	Pipe – 6-Inch C900 DR 18 PVC Waterline with Restrained Joints (Hydrant Service Extension)	LF	99	\$100.00	\$9,900.00
15	Pipe – 4-Inch C900 PVC DR 18 Waterline with Push-On Joints	LF	331	\$62.00	\$20,522.00
16	Pipe – 4-Inch C900 PVC Waterline with Restrained Joints	LF	252	\$78.00	\$19,656.00
17	2-Inch Water Service Line	LF	89	\$97.00	\$8,633.00
18	New 2-Inch Water Service Assembly	LS	1	\$7,800.00	\$7,800.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
19	Install New ¾-Inch Water Service Meter	LS	1	\$2,800.00	\$2,800.00
20	Existing Water Service Transfer (Customer-Side)	LS	1	\$2,900.00	\$2,900.00
21	Existing 3-Inch Water Service Glued Tee – Remove & Splice	LS	1	\$4,200.00	\$4,200.00
22	2-Inch Blowoff Assembly	EA	1	\$5,400.00	\$5,400.00
23	Valve – 8-Inch Gate Valve w/ MJs	EA	9	\$2,700.00	\$24,300.00
24	Valve – 6-Inch Gate Valve w/MJs (Hydrant Service Extension)	EA	1	\$1,700.00	\$1,700.00
25	Valve – 4-Inch Gate Valve w/ MJs	EA	2	\$1,700.00	\$3,400.00
26	Valve – 3-Inch Gate Valve w/ MJs	EA	2	\$2,000.00	\$4,000.00
27	Fitting – 8-Inch 11.25° DIP Bend w/ MJs	EA	2	\$820.00	\$1,640.00
28	Fitting – 8-Inch 22.5° DIP Bend w/ MJs	EA	5	\$850.00	\$4,250.00
29	Fitting – 8-Inch 45° DIP Bend w/ MJs	EA	18	\$960.00	\$17,280.00
30	Fitting – 8-Inch 90° DIP Bend w/ MJs	EA	2	\$1,000.00	\$2,000.00
31	Fitting – 6-Inch 11.25° DIP Bend w/ MJs	EA	2	\$680.00	\$1,360.00
32	Fitting – 6-Inch 45° DIP Bend w/ MJs	EA	4	\$690.00	\$2,760.00
33	Fitting – 4-Inch 11.25° DIP Bend w/ MJs	EA	2	\$600.00	\$1,200.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
34	Fitting – 4-Inch 22.5° DIP Bend w/ MJs	EA	2	\$600.00	\$1,200.00
35	Fitting – 4-Inch 45° DIP Bend w/ MJs	EA	2	\$590.00	\$1,180.00
36	Fitting – 4-Inch 90° DIP Bend w/ MJs	EA	1	\$650.00	\$650.00
37	Fitting – 8-Inch DIP Regular Tee w/ MJs	EA	4	\$1,300.00	\$5,200.00
38	Fitting – 8-Inch by 6-Inch Tee w/ MJs (Hydrant Service Extension)	EA	1	\$1,200.00	\$1,200.00
39	Fitting – 8-Inch by 4-Inch DIP Reducer w/ MJs	EA	2	\$630.00	\$1,260.00
40	Fitting – 4-Inch by 3-Inch DIP Reducer w/ MJs	EA	2	\$490.00	\$980.00
41	Fitting – 8-Inch Solid Sleeve and plug w/ MJs	EA	1	\$1,700.00	\$1,700.00
42	Fitting – 6-inch Solid Sleeve w/ MJs	EA	1	\$1,400.00	\$1,400.00
43	Pipe – 18-Inch C900 DR 18 PVC Casing Pipe with Restrained Joints (Line A)	LF	165	\$190.00	\$31,350.00
44	Pipe – 18-Inch C900 DR 18 PVC Casing Pipe with Restrained Joints (Line B)	LF	151	\$190.00	\$28,690.00
45	Telephone Line Crossing (Sta. 103+65, Line A)	LS	1	\$1,400.00	\$1,400.00
46	Fiber Optic Crossing (Sta. 103+56, Line A)	LS	1	\$1,400.00	\$1,400.00
47	8.5-Inch Gas Line Crossing (Sta. 105+12, Line A)	LS	1	\$1,400.00	\$1,400.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
48	3-Inch Gas Line Crossing (Sta. 105+14, Line A)	LS	1	\$1,400.00	\$1,400.00
49	8-Inch Waterline Crossing (Sta. 105+63, Line A)	LS	1	\$1,400.00	\$1,400.00
50	Telephone Line Crossing (Sta. 106+03, Line A)	LS	1	\$1,400.00	\$1,400.00
51	Telephone Line Crossing (Sta. 107+97, Line A)	LS	1	\$1,400.00	\$1,400.00
52	Fiber Optic Crossing - 3 Lines (Sta. 108+07, Line A)	LS	1	\$1,400.00	\$1,400.00
53	Telephone Line Crossing (Sta. 108+13, Line A)	LS	1	\$1,400.00	\$1,400.00
54	3-Inch Waterline Crossing (Sta. 212+99, Line B)	LS	1	\$1,400.00	\$1,400.00
55	Telephone Line Crossing (Sta. 213+04, Line B)	LS	1	\$1,400.00	\$1,400.00
56	Fiber Optic Crossing - 3 Lines (Sta. 213+07, Line B)	LS	1	\$1,400.00	\$1,400.00
57	Telephone Line Crossing (Sta. 213+09, Line B)	LS	1	\$1,400.00	\$1,400.00
58	8.5-Inch Gas Line Crossing (Sta. 308+13, Line C)	LS	1	\$1,400.00	\$1,400.00
59	3-Inch Gas Line Crossing (Sta. 308+65, Line C)	LS	1	\$1,400.00	\$1,400.00
60	3-Inch Gas Line Crossing (Sta. 308+94, Line C)	LS	1	\$1,400.00	\$1,400.00
61	3-Inch Gas Line Crossing (Sta. 0+63, Hydrant Service Extension)	LS	1	\$1,400.00	\$1,400.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
62	8.5-Inch Gas Line Crossing (Sta. 0+65, Hydrant Service Extension)	LS	1	\$1,400.00	\$1,400.00
63	Abandon 8-Inch WL In-Place w/ Flash Fill	CY	26	\$250.00	\$6,500.00
64	Abandon 6-Inch WL In-Place w/ Flash Fill	CY	0.4	\$700.00	\$280.00
65	Abandon 3-Inch WL In-Place (Plug End)	EA	2	\$670.00	\$1,340.00
66	Abandon Existing Service Line In-Place (Plug End)	EA	2	\$670.00	\$1,340.00
67	Line A Backfill w/ Flowable Fill	CY	132	\$280.00	\$36,960.00
68	Line B Backfill w/ Flowable Fill	CY	370	\$280.00	\$103,600.00
69	Line C Backfill w/Flowable Fill (within Existing ROW)	CY	67	\$280.00	\$18,760.00
70	Hydrant Service Extension Backfill w/ Flowable Fill	CY	60	\$280.00	\$16,800.00
71	Site Restoration and Cleanup	LS	1	\$9,600.00	\$9,600.00
72	Pressure Testing	LS	1	\$4,200.00	\$4,200.00
73	Disinfection	LS	1	\$4,500.00	\$4,500.00
74	Record Drawings	LS	1	\$1,200.00	\$1,200.00
Base Bid Total				\$895,636.00	
Total of Lump Sum and Unit Price Bids = Total Base Bid Price (in words): eight hundred ninety-five thousand six hundred thirty-six dollars and zero cents					

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	08/12/22	 8/12/22
2	08/22/22	 8/22/22

B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work;

(b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and
(c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to

establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. 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.
- d. 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.
- e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of Ten Percent (10%) of total Bid Amount which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

Paul S. Snyder - 4367 W. 117th Avenue, Westminster, CO 80031
Brian Schrameyer - 12091 Song Bird Hills Street, Parker, CO 80138
Rob Casagranda - 11873 Lillis Lane, Golden, CO 80403

BIDDER hereby submits this Bid as set forth above:

Bidder:

American West Construction, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name: Brian Schrameyer

(typed or printed)

Title: Member/Vice President

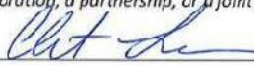
(typed or printed)

Date: 08/24/22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Witness
Attest:



(individual's signature)

Name: Chantel Lucero

(typed or printed)

Title: Project Coordinator

(typed or printed)

Date: 08/24/22

(typed or printed)

Address for giving notices:

275 E. 64th Avenue

Denver, CO 80221

Bidder's Contact:

Name: Brian Schrameyer

(typed or printed)

Title: Member/Vice President

(typed or printed)

Phone: 303.455.0838

Email: bschrameyer@trustawc.com

Address:

275 E. 64th Avenue

Denver, CO 80221

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION



PROPOSAL

DATE: 6/1/2022

PROJECT #:

QUOTE TO:

PROJECT NAME: 2022 T&M RATES

ITEM	DESCRIPTION	UNIT	UNIT PRICE
10	RUBBER TIRE BACKHOE	HR	\$ 112.00
20	BACKHOE WITH VIBRATORY PLATE COMPACTOR	HR	\$ 125.00
30	SKID STEER (WHEELED)	HR	\$ 105.00
40	SKID STEER (TRACKED)	HR	\$ 110.00
50	SKID STEER BROOM	HR	\$ 12.00
60	WHEEL LOADER - CAT 938/D624	HR	\$ 150.00
70	WHEEL LOADER - CAT 950/D644	HR	\$ 160.00
80	WHEEL LOADER - CAT 966/D744	HR	\$ 180.00
90	EXCAVATOR - KOMATSU PC 78 or Equiv	HR	\$ 135.00
100	EXCAVATOR - KOMATSU 228 or Equiv	HR	\$ 175.00
105	EXCAVATOR - 300 SERIES with Thumb	HR	\$ 200.00
110	EXCAVATOR - CAT 330/VOLVO 305 or Equiv	HR	\$ 185.00
120	EXCAVATOR - KOMATSU 400/490 or Equiv	HR	\$ 240.00
130	VIBRATORY COMPACTOR	HR	\$ 170.00
150	DOZER - D65	HR	\$ 325.00
160	DOZER - CAT D8R	HR	\$ 405.00
170	MOTOR GRADER - CAT 140H/14G/JD 772	HR	\$ 180.00
190	SCRAPER - CAT 623	HR	\$ 270.00
200	SCRAPER - CAT 627	HR	\$ 360.00
210	AG TRACTOR W/ DISC	HR	\$ 295.00
220	WATER TRUCK - 2,000 GAL	HR	\$ 85.00
230	WATER TRUCK - 4,000 GAL	HR	\$ 95.00
240	WATER TANKER - 6-8,000 GAL	HR	\$ 185.00
250	WATER TOWER - 12,000 GAL	HR	\$ 27.00
260	PICKUP	HR	\$ 28.00
270	2 TON TRUCK	HR	\$ 35.00
280	5 TON TRUCK - DUMP (SINGLE AXLE)	HR	\$ 80.00
290	15 TON TRUCK - DUMP (TANDEM)	HR	\$ 155.00
300	25 TON TRUCK - DUMP (SEMI)	HR	\$ 175.00
310	20-36 KW GENERATOR	HR	\$ 35.00
320	SUBMERSIBLE PUMPS - ELECTRIC	HR	\$ 18.00
330	6" TRASH PUMP	HR	\$ 42.00

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 24th day of August, 2022.

PRINCIPAL: American West Construction, LLC

By: 

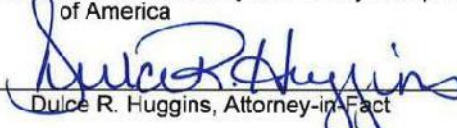
Brian Schrameyer, Member/Vice President



Witness

(Address) 275 E. 64th Avenue
Denver CO 80221

SURETY: Travelers Casualty and Surety Company
of America

By: 

Dulce R. Huggins, Attorney-in-Fact



Witness

(Address) One Tower Square
Hartford, CT 06183

Surety's No. 720-200-8452

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dulce R Huggins GREELEY** of **Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24th** day of **August**, **2022**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
Pipe Material	Core & Main
Traffic Control	AAA Barricade
Aggregate	Holcim
Flowfill	Varra Companies

SECTION 00 90 01

ADDENDUM NO. 01

NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION

To all prospective **BIDDERS** for the construction of the **WCR 74/33 INTERSECTION PROJECT** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 01 is attached to this cover page. This addendum, including attachments, is 196 total pages.

This **ADDENDUM NO. 01** is made effective this **12th day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.

Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 08/24/22

Firm: American West Construction, LLC

Official Address
275 E. 64th Avenue
Denver, CO 80221

By: 

Brian Schrameyer, Member/Vice President

NORTH WELD COUNTY WATER DISTRICT
WCR 74/33 INTERSECTION PROJECT
ADDENDUM NO. 1 - NOT FOR CONSTRUCTION

SECTION 00 90 01
ADDENDUM NO. 01
PAGE 1 OF 2

SECTION 00 90 02

ADDENDUM NO. 02

NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION PROJECT

To all prospective **BIDDERS** for the construction of the **WCR 74/33 INTERSECTION PROJECT** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of ADDENDUM NO. 02 is attached to this cover page. This addendum, including attachments, is 2 total pages.

This **ADDENDUM NO. 02** is made effective this **22nd day of August 2022**, and applies to the Plans, Specifications, and Contract Documents identified above.


Eric Reckentine, District Manager

North Weld County Water District

Bidder must sign this notice and attach it to its submitted bid.

Date: 08/24/22 Firm: American West Construction, LLC

Official Address
275 E. 64th Avenue
Denver, CO 80221

By: 
Brian Schrameyer, Member/Vice President



PROPOSAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE
340	PROJECT MANAGER	HR	\$ 155.00
345	PROJECT ENGINEER	HR	\$ 135.00
350	SUPERINTENDENT	HR	\$ 145.00
360	FOREMAN	HR	\$ 125.00
370	OPERATOR	HR	\$ 85.00
380	LABORER	HR	\$ 75.00
390	MOBILIZATION (HEAVY EQUIPMENT)	HR	\$ 295.00
400	MOBILIZATION (MEDIUM EQUIPMENT)	HR	\$ 265.00
410	MOBILIZATION (LIGHT EQUIPMENT)	HR	\$ 245.00

- Billings based upon time and material sheet documented by AWC.
- Due to the volatility of the current fuel and material supplier markets, AWC reserves its right to allow for fuel surcharges.
- Pricing does not include overtime, multiply hourly rate by 1.5 for labor hours above 40 hrs/week.
- Add \$ 20/Hr for night work and mountain work on labor & equipment.
- Add \$ 20/Hr for prevailing wage work on labor.
- T&M Material Contract.
- Items not listed (ie. Subcontractors, Vendors, Materials and Rental Equipment) to be billed at cost plus 20% markup.
- Payment due net 30, no retainage held.

Exclusions:

- Bond (add 1.5%), survey, traffic control, testing, permits, winter protection, night work, overtime, Davis Bacon Wages.

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

Owner: **North Weld County Water District**

Engineer: **Providence Infrastructure Consultants** Engineer's Project No.: **171016.05-094**

Contractor: American West Construction, LLC Contractor's Project No.:

Project: **WCR 74/33 Intersection**

Effective Date of Contract: ___/___/20___

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on ___ day of _____, 20___, pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement (Section 00 52 00):

The date by which Substantial Completion must be achieved is **December 2, 2022**, and the date by which readiness for final payment must be achieved is **December 30, 2022**.

Before starting any Work at the Site, Contractor must comply with the following:

Paragraphs 2.01B and 2.01C of the General Conditions provides that Contractor and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

The Contractor is to notify Owner and Engineer in writing or by email forty-eight (48) hours before starting Work.

Owner: **North Weld County Water District**
By (*signature*): _____
Name (*printed*): Eric Reckentine
Title: District Manager
Date Issued: _____, 20__.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 20__.

CONTRACTOR

Copy: Engineer

END OF SECTION