

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, November 14, 2022, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve November 14, 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 October 10, 2022, Regular Meeting**
 - b. Approve Unaudited Financials for October 2022**
 - c. Approve Invoices through November 14, 2022**
 - d. Tri-Hydro Consulting MSA**
 - e. Providence Infrastructure Consultants Scope Design NEWT III Pipeline**
 - f. Survey Software (Nunc Pro Tunk)**
 - g. Element TO 5 Change Case opposition Support Greeley WSSC Case**
 - h. Eaton Pipeline Project Phase 2 – Connell Resources Pipe Acquisition Change Order 01**
 - i. Stantec Change Order – Knox Pit Title Review Support**
 - j. American West 74/33 Project Change Order 01**
 - k. 5258 Ranch LLC Tap Relocation Request**
- 6. Water Supply and Storage Recharge Site Longs Peak Dairy (Enclosures)**
 - a. Notice to Proceed**
 - b. Notice of Award**
 - c. Contract for Construction Quality Pump**
 - d. Purchase and Sale Agreement**
 - e. Recharge Pond Easement Agreement**
- 7. Action: Consider Approval of Water Rights Dedication (Enclosure Privileged and Confidential)**
 - a. Lorson South Land Corp. Water Dedication Agreement Ridge 5**

8. **Water Matters**
 - a. **Commercial Sector Demand Analysis Discussion and Proposed Policies**
 - b. **Plant Investment and Meter Sale Matters**
9. **Saddler Ridge Development Update**
10. **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 Dedication, Plant Investment and Meter Sales Previous Activities, Saddler Ridge Development.**
11. **Action: Adopt Resolution No. 20221114-01: Certifying Delinquent Fees to the Counties for Collection (Weld County) (enclosure)**
12. **Discussion: Appointment of Director to Fill Vacancy**
13. **District Manager's Report:**
 - a. **Tap Sales**
 - b. **Election Status Update**
 - c. **NWCWD 2023 Budget Enclosure**
 - d. **Tri-Districts Dinner November 17, Ptarmigan Country Club**
 - e. **Strata Operations Regional Planning Update**
 - f. **Christmas Party Eaton Country Club on December 16, 2022 – 11:30a-2:30p**
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 10th day of October, 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
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; Allison Gorsevski, Lyons Gaddis, special counsel; George Oamek, Headwaters Corp; Richard Reins, Water Resources; Paul Weiss, Williams & Weiss Consulting; members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 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. Pettinger, seconded by Mr. Cockroft, the Board unanimously approved the agenda.

PUBLIC COMMENT Mr. Bean addressed the Board regarding water acquisitions.

Ronald Buxman Recognition of Service to the District Mr. Reckentine addressed the Board regarding the passing of Mr. Ronald Buxman. Mr. Reckentine expressed appreciation for Mr. Buxman's service on the Board and that he will be missed. Members of the Board concurred and expressed the same.

CONSENT AGENDA MATTERS Mr. Reckentine presented the Board with the consent agenda items.

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

- a. Minutes from September 12, 2022, Regular Meeting
- b. Approve Unaudited Financials for September 2022
- c. Approve Invoices through October 10, 2022
- d. Garney Companies Inc. Preconstruction and CMAR Service Agreement for NEWT III
- e. Tri-Hydro Consulting Scope of Services
- f. Element Consulting Amendment #2 to Task Order #1
- g. Colorado State University Research Foundation 2022 Carry Over Storage Rental
- h. Boxelder Agreement
- i. Waive Valuations Woods Lake Pipeline Relocation
 - i. Basiliere
 - ii. Nelson

Conduct Public Hearing on Resolution No. 20221010-01: Resolution Opting Out-of-FAMILI Paid Medical Leave Insurance Mr. Reckentine presented to the Board regarding the FAMILI Paid Medical Leave Insurance program. Being a new program, the Board desires to wait to let the program evolve before participation. Mr. White noted that notice of the Board's consideration of Resolution 20221010-01 was provided in writing to employees with instruction of how to provide comments to the Board.

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, a public hearing was opened on Resolution 20221010-01. No members of the public appeared to speak to the Board and no written comments were submitted. The public hearing was closed.

Consider Adoption of Resolution No. 20221010-01: Resolution Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Cook, Resolution 20221010-01 was unanimously adopted by the Board.

Opting Out- of-FAMILI
Paid Medical Leave
Insurance

Consider Adoption of
Resolution No. 20221010-
02: Resolution In Support of
Ballot Issue 7A

Mr. White presented to the Board a resolution in support of Ballot Issue 7A on the Weld and Larimer County Coordinated elections. The Board discussed the purposes for seeking the mill levy authorization. Following discussion, upon a motion by Mr. Pettinger, seconded by Mr. Cook, Resolution 20221010-02 was unanimously adopted by the Board.

Appointment of Director to
Fill Vacancy

Mr. White presented to the Board regarding the process to appoint or otherwise fill a vacancy on the Board of Directors. The Board discussed seeking interested candidates from Ward 5 to be appointed to the Board. The Board directed legal to publish a notice of vacancy and post it to the District's Website. The Board directed a questionnaire to be posted to the District's Website with instructions to interested candidates to complete the questionnaire and return it prior to the District's next meeting at which time the Board will determine how it wants to proceed.

Presentation re Draft North
Weld County Water District
2023 Budget

Mr. Reckentine presented to the Board the draft 2023 budget. The Board discussed the draft budget and suggested revisions. The Board will take up approval of the budget at a subsequent meeting. No action was taken.

Discussion re Commercial
Sector Demand Analysis

Mr. Reckentine discussed with the Board issues in the District revolving around commercial demand on the District's system. and made recommendations for certain policies to be adopted to help address the issues identified and previously discussed with the Board.

Consider Approval of Water
Rights and Gravel Pit
Reservoir Storage
Aquations

Acquisition of 92 Units C-
BT

Mr. Reckentine presented to the Board a proposal to purchase 92 units of C-BT from the Drieth Family Trust.

Acquisition of 100 Units C-
BT

Mr. Reckentine presented to the Board a proposal to purchase 100 units of C-BT from Heaven's Door LLC, Eagle Trust, Rose Trust, and Karen S. Lavin.

Extension of Knox Pit
Diligence Period

Mr. Reckentine presented to the Board a proposed extension of the Knox Pit Diligence Period.

EXECUTIVE SESSION

Executive Session pursuant to § 24-6-402(4)(e), C.R.S. related to:

Water Acquisition Matters

Upon motion of Mr. Cockroft, seconded by Mr. Pettinger, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session for the purpose of determining positions relative to matters that are subject to negotiation water acquisitions to §§ 24-6-402(4)(e), C.R.S.

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.

Following discussion, the Board reconvened in regular session.

Upon a motion by Mr. Stout, seconded by Mr. Cockroft, the Board unanimously approved the purchase of 92 units of C-BT from the Drieth Family Trust, with a closing to occur in 2022, and authorized Mr. Reckentine to finalize the agreement.

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board authorized purchase of 100 units of C-BT from the Heaven’s Door LLC, Eagle Trust, Rose Trust, and Karen S. Lavin, with a closing to occur in 2023, and authorized Mr. Reckentine to finalize the agreement. Director Cook voted no.

Upon a motion by Mr. Cockroft, seconded by Mr. Cook, the Board approved the extension of the Knox Pit Due Diligence Period.

DISTRICT MANAGER’S REPORT

SCWTP Expansion Study Update – Authority Project

Mr. Reckentine reported to the Board regarding the SCWTP Expansion Study. Further work is needed.

Tap Sales

Mr. Reckentine reported that tap sales have slowed down significantly.

OTHER BUSINESS

Election of Officers

Upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, Mr. Cook was elected as Treasurer of the Board.

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

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
October 31, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	6,201,462.57
1015 - COLO TRUST - GENERAL		27,955,961.19
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,163,461.75
1020 - COLO TRUST - 2022 BOND		38,147,302.95
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)		2,123,466.73
1105 - AR CONSTRUCTION METERS		112,177.23
1116 - ACCOUNTS RECEIVABLE		21,007.29
1230 - PREPAID INSURANCE		18,337.32
1300 - INVENTORY		1,731,322.42

Total Current Assets 78,740,262.70

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 \$ 252,510,158.91

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	110,390.47
2216 - CONST MTR DEPOSITS		115,600.00

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
 October 31, 2022

2230 - ACCRUED WAGES	61,575.66	
2231 - ACCRUED COMP ABSENCES	130,587.76	
2232 - ACCRUED INTEREST	129,262.50	
	<u> </u>	
Total Current Liabilities		547,416.39
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,696,212.00</u>
Total Liabilities		24,243,628.39
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	53,583,031.13	
	<u> </u>	
Total Capital		<u>228,266,530.52</u>
Total Liabilities & Capital		<u>\$ 252,510,158.91</u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 995,251.35	\$ 11,090,761.93	\$ 11,484,447.00	393,685.07	96.57
3111 - WATER ALLOC SURCHARGE	722,220.00	4,967,186.00	2,625,016.00	(2,342,170.00)	189.22
3112 - PLANT INVEST SURCHARGE	437,561.25	3,502,464.40	2,132,826.00	(1,369,638.40)	164.22
3113 - ADJUSTMENTS	1,371.03	(14,516.14)	(20,000.00)	(5,483.86)	72.58
3140 - CONST METER USAGE	66,927.48	279,089.20	205,000.00	(74,089.20)	136.14
3141 - CONSTR METER RENTAL	1,040.00	9,985.00	5,500.00	(4,485.00)	181.55
3142 - CONSTRUCT METER REPAIR	561.98	11,568.18	550.00	(11,018.18)	2,103.31
OPERATING	2,224,933.09	19,846,538.57	16,433,339.00	(3,413,199.57)	120.77
3210 INTEREST-COTRUST-GENERAL	149,940.21	366,136.81	130,384.00	(235,752.81)	280.81
3220 - PORT PARTONAGE AGFINITY	0.00	393.59	812.00	418.41	48.47
NON OPERATING	149,940.21	366,530.40	131,196.00	(235,334.40)	279.38
3310 - TAP (PI) FEES	17,650.00	3,401,000.00	1,000,000.00	(2,401,000.00)	340.10
3311 - DISTANCE FEES	1,500.00	399,225.00	173,189.00	(226,036.00)	230.51
3312 - WATER (ALLOCATION) FEE	0.00	2,179,750.00	300,000.00	(1,879,750.00)	726.58
3314 - INSTALLATION FEES	1,850.00	788,107.45	324,730.00	(463,377.45)	242.70
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	0.00	(56,041.85)	150,000.00	206,041.85	(37.36)
3320 - NON-POTABLE TAP FEE	5,000.00	112,000.00	48,709.00	(63,291.00)	229.94
3321 - NON-POTABLE INSTALL	1,850.00	64,255.00	21,649.00	(42,606.00)	296.80
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,706.00	2,706.00	0.00
3332 - REVIEW DEPOSIT	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	27,850.00	6,884,045.60	2,157,792.00	(4,726,253.60)	319.03
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	293.23	46,055.89	0.00	(46,055.89)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	1,125.00	9,200.00	5,412.00	(3,788.00)	169.99
3530 - RISE TOWER RENT	300.00	3,000.00	7,902.00	4,902.00	37.97
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	1,718.23	58,255.89	34,963.00	(23,292.89)	166.62
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	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 TEN MONTHS ENDING OCTOBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEBT PROCEEDS	0.00	(34,615,000.00)	(38,000,000.00)	(3,385,000.00)	91.09
TOTAL REVENUES	2,404,441.53	61,808,088.46	56,848,554.00	(4,959,534.46)	108.72
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	1,959,479.71	2,536,484.52	577,004.81	77.25
4120 - RENTAL WATER	0.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	9,719.22	9,719.22	89,450.03	79,730.81	10.87
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	21,853.13	583,967.51	1,443,962.24	859,994.73	40.44
4160 - RULE 11 FEES	0.00	27,200.00	63,765.00	36,565.00	42.66
4170 - WATER QUALITY - TESTING	1,119.50	12,334.00	6,072.44	(6,261.56)	203.11
4175 - BACKFLOW SURVEYING	0.00	4,506.96	0.00	(4,506.96)	0.00
WATER	(32,691.85)	(2,605,157.40)	(4,145,254.63)	(1,540,097.23)	62.85
4210 - SALARIES, FIELD	96,184.05	936,818.29	1,056,784.98	119,966.69	88.65
4220 - SALARIES, ENGINEERING	9,004.03	89,837.59	225,284.46	135,446.87	39.88
4240 - INSURANCE HEALTH	37,276.41	171,244.65	188,752.00	17,507.35	90.72
4250 - RETIREMENT	5,660.78	62,880.57	82,256.14	19,375.57	76.44
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	100.00	4,092.99	6,500.00	2,407.01	62.97
4280 - MISCELLANEOUS	0.00	(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	(148,225.27)	(1,264,847.82)	(1,571,940.29)	(307,092.47)	80.46
4410 - FIELD	2,212.22	45,725.53	0.00	(45,725.53)	0.00
4411 - UNCC LOCATES	876.20	10,725.00	15,197.35	4,472.35	70.57
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	16,597.42	0.00	(16,597.42)	0.00
4415 - WATER LINES (REPAIRS)	3,740.92	173,923.24	50,000.00	(123,923.24)	347.85
4416 - APPURTENANCE(REPAIR)	137.55	33,431.90	0.00	(33,431.90)	0.00
4417 - METER SETTING	612.00	122,215.01	108,243.00	(13,972.01)	112.91
4418 - MASTER METERS	0.00	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	0.00	211,349.57	0.00	(211,349.57)	0.00
4420 - STORAGE TANKS (O & M)	17,670.00	109,033.19	22,500.00	(86,533.19)	484.59
4430 - PUMP STATIONS (O & M)	5,361.10	55,961.79	10,612.08	(45,349.71)	527.34
4435 - CHLORINE STATION	233.90	4,996.84	5,306.04	309.20	94.17
4440 - EQUIPMENT	175.66	75,352.65	42,335.83	(33,016.82)	177.99
4445 - SCADA EQUIPMENT	0.00	14,658.70	5,412.16	(9,246.54)	270.85
4446 - LOCATING EQUIPMENT	0.00	2,817.26	5,412.16	2,594.90	52.05
4447 - GPS EQUIPMENT	0.00	3,912.41	25,978.37	22,065.96	15.06
4450 - SHOP/YARD	639.75	26,147.27	27,060.80	913.53	96.62
4460 - VEHICLES	1,313.55	104,412.78	100,000.00	(4,412.78)	104.41
4470 - SAFETY	190.00	7,686.89	65,000.00	57,313.11	11.83
4480 - CONTROL VAULTS	0.00	708.68	28,652.62	27,943.94	2.47
4490 - MAPPING EXPENSE	1,017.00	20,282.75	39,184.04	18,901.29	51.76

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
OPERATION & MAINTENANCE	(34,179.85)	(1,054,728.08)	(718,367.93)	336,360.15	146.82
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	13,095.94	139,981.32	0.00	(139,981.32)	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	(13,095.94)	(158,797.20)	(313,000.00)	(154,202.80)	50.73
4700 - COMMUNICATIONS	125.39	1,127.48	50,000.00	48,872.52	2.25
COMMUNICATIONS	(125.39)	(1,127.48)	(50,000.00)	(48,872.52)	2.25
4810 - GENERAL	4,178.42	41,471.18	40,738.42	(732.76)	101.80
4820 - AUTO	1,374.75	13,747.50	7,347.55	(6,399.95)	187.10
4830 - WORKER'S COMP	3,615.50	44,829.00	34,374.80	(10,454.20)	130.41
INSURANCE	(9,168.67)	(100,047.68)	(82,460.77)	17,586.91	121.33
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	237,486.97	5,298,111.66	7,134,737.85	1,836,626.19	74.26
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	36,136.92	439,894.65	511,192.34	71,297.69	86.05
5150 - DIRECTORS' FEES	0.00	400.00	0.00	(400.00)	0.00
SALARIES	36,136.92	440,294.65	511,192.34	70,897.69	86.13
5210 - FICA	10,742.16	110,620.30	102,831.06	(7,789.24)	107.57
5220 - UNEMPLOYMENT	0.00	2,475.48	4,870.94	2,395.46	50.82
PAYROLL TAXES	10,742.16	113,095.78	107,702.00	(5,393.78)	105.01
5310 - ADMIN HEALTH INSURANCE	8,614.88	47,728.04	49,358.91	1,630.87	96.70
HEALTH INSURANCE	8,614.88	47,728.04	49,358.91	1,630.87	96.70
5400 - OFFICE UTILITIES	0.00	2,426.67	0.00	(2,426.67)	0.00
5401 - ELECTRICITY	1,207.21	7,939.33	27,060.80	19,121.47	29.34
5402 - PROPANE	0.00	8,233.75	0.00	(8,233.75)	0.00
5403 - TELEPHONE	1,949.83	19,506.40	21,648.64	2,142.24	90.10

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5404 - CELL PHONE SERVICE	1,517.03	14,131.65	0.00	(14,131.65)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	150.87	2,706.08	2,555.21	5.58
5406 - OFFICE CLEANING SERVICE	1,700.00	14,960.00	0.00	(14,960.00)	0.00
5409 - SECURITY CAMERAS	1,625.00	7,600.81	0.00	(7,600.81)	0.00
5410 - OFFICE EQUIPMENT	0.00	2,612.30	0.00	(2,612.30)	0.00
5412 - PRINTERS	170.31	3,296.80	0.00	(3,296.80)	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	55,264.25	64,945.93	9,681.68	85.09
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)	1,785.00	25,764.54	27,060.80	1,296.26	95.21
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	15,540.34	167,150.87	359,367.46	192,216.59	46.51
5510 - OFFICE EXPENSES	13,238.76	148,262.00	171,673.74	23,411.74	86.36
5520 - POSTAGE	0.00	2,482.18	3,247.30	765.12	76.44
5530 - BANK / CREDIT CARD FEES	6,305.21	41,967.64	5,412.16	(36,555.48)	775.43
5540 - BUILDING MAINTENANCE	0.00	18,512.16	1,082.43	(17,429.73)	1,710.24
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	365.00	4,272.50	3,247.30	(1,025.20)	131.57
5590 - TRAINING	0.00	1,809.39	8,659.46	6,850.07	20.89
OFFICE EXPENSE	19,908.97	217,305.87	196,569.69	(20,736.18)	110.55
5610 - LEGAL	5,109.00	358,032.92	350,000.00	(8,032.92)	102.30
5620 - ACCOUNTING	950.00	31,500.00	26,010.00	(5,490.00)	121.11
5625 - EASEMENT FEES	10,000.00	10,665.00	0.00	(10,665.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	3,000.00	5,909.26	0.00	(5,909.26)	0.00
5650 - CONSULTANT FEES	3,720.00	107,059.32	200,000.00	92,940.68	53.53
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	7,689.30	108,603.24	0.00	(108,603.24)	0.00
PROFESSIONAL FEES	30,468.30	623,842.74	584,853.40	(38,989.34)	106.67
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	121,411.57	1,679,176.20	1,816,620.83	137,444.63	92.43
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 TEN MONTHS ENDING OCTOBER 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	0.00	46,861.20	0.00	(46,861.20)	0.00
PUMP STATIONS	0.00	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	81,283.47	1,033,268.56	0.00	(1,033,268.56)	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	81,283.47	1,182,145.77	14,426,440.00	13,244,294.23	8.19
6610 - WATER RESOURCE MANAGER	0.00	74,454.95	0.00	(74,454.95)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	70,000.00	70,000.00	5,000,000.00	4,930,000.00	1.40
6630 - LEGAL (WRM)	2,585.00	65,412.36	600,000.00	534,587.64	10.90
6640 - STORAGE	0.00	102,055.74	0.00	(102,055.74)	0.00
WATER RIGHTS	72,585.00	311,923.05	6,000,000.00	5,688,076.95	5.20
6710 - EASEMENTS	0.00	85,557.86	75,000.00	(10,557.86)	114.08
6720 - LAND	0.00	41,343.00	100,000.00	58,657.00	41.34
6730 - SURVEYING	11,227.25	124,655.12	5,000.00	(119,655.12)	2,493.10
LAND/EASEMENTS	11,227.25	251,555.98	180,000.00	(71,555.98)	139.75
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	165,095.72	1,942,974.47	26,615,700.00	24,672,725.53	7.30
BONDS					
7000 - BOND ISSUE PREMIUM	0.00	(3,738,291.45)	0.00	3,738,291.45	0.00
7100 - BOND ISSUANCE COSTS	0.00	231,245.71	0.00	(231,245.71)	0.00
7110 - BOND DISCOUNT	0.00	122,045.74	0.00	(122,045.74)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
BOND ISSUE	0.00	(3,385,000.00)	0.00	3,385,000.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	1,584,675.00	1,654,350.00	1,530,000.00	(124,350.00)	108.13
7292 - TRANSFER TO ENTERPRISE	438,812.50	477,625.00	0.00	(477,625.00)	0.00
7295 - 2019 BOND - NORT519WERB	279,300.00	558,600.00	0.00	(558,600.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
PRINCIPLE	2,302,787.50	2,690,575.00	3,238,288.00	547,713.00	83.09
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	(2,302,787.50)	694,425.00	(3,238,288.00)	(3,932,713.00)	(21.44)
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,404,441.53	61,808,868.46	56,848,554.00	(4,960,314.46)	108.73
TOTAL EXPENSES	2,826,781.76	8,225,837.33	38,805,346.68	30,579,509.35	21.20
PROFIT/LOSS	(422,340.23)	53,583,031.13	18,043,207.32	(35,539,823.81)	296.97

FOR MANAGEMENT PURPOSES ONLY

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			6,284,400.12
Add: Cash Receipts			70,680.94
Less: Cash Disbursements			(685,605.45)
Add (Less) Other			531,986.96
Ending GL Balance			<u>6,201,462.57</u>
Ending Bank Balance			<u>6,367,634.72</u>
Add back deposits in transit	Oct 31, 2022	CJ103122	<u>355.81</u>
Total deposits in transit			355.81
(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	16162	(23.28)
	Feb 3, 2022	16171	(1,006.15)
	May 27, 2022	16548	(36.75)
	Jun 24, 2022	16617	(8.70)
	Jun 24, 2022	16621	(30.00)
	Jun 24, 2022	16625	(271.45)
	Jul 11, 2022	16682	(24,198.75)
	Jul 27, 2022	16732	(25.00)
	Aug 30, 2022	16822	(97.20)
	Sep 8, 2022	16869	(1,500.00)
	Sep 22, 2022	16919	(1,500.00)
	Oct 10, 2022	16951	(21,853.13)
	Oct 14, 2022	16973	(9,719.22)
	Oct 14, 2022	16974	(2,585.00)
	Oct 14, 2022	16980	(2,213.50)
	Oct 14, 2022	16984	(130.95)
	Oct 14, 2022	16986	(31,250.00)
	Oct 14, 2022	16987	(364.50)
	Oct 14, 2022	16988	(105.90)
	Oct 25, 2022	16990	(1,500.00)
	Oct 25, 2022	16991	(61.92)
	Oct 25, 2022	16992	(872.81)
	Oct 25, 2022	16993	(267.73)
	Oct 25, 2022	16994	(35.51)
	Oct 25, 2022	16995	(11,227.25)
	Oct 25, 2022	16996	(416.00)
	Oct 25, 2022	16997	(620.34)
	Oct 25, 2022	16998	(1,500.00)
	Oct 25, 2022	16999	(200.00)
	Oct 25, 2022	17000	(125.39)
	Oct 25, 2022	17001	(250.00)
	Oct 26, 2022	17002	(10,000.00)
	Oct 26, 2022	17003	(31.60)
	Oct 26, 2022	17004	(2,369.13)
	Oct 26, 2022	17005	(5,109.00)
	Oct 26, 2022	17006	(1,785.00)
	Oct 26, 2022	17007	(233.90)

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

Filter Criteria includes: Report is printed in Detail Format.

	Oct 26, 2022	17008	(3,828.50)	
	Oct 28, 2022	17009	(182.45)	
	Oct 28, 2022	17010	(1,949.83)	
	Oct 28, 2022	17011	(365.00)	
	Oct 28, 2022	17012	(7.65)	
	Oct 28, 2022	17013	(166.28)	
	Oct 28, 2022	17014	(3,429.00)	
	Oct 28, 2022	17015	(2,895.00)	
	Oct 28, 2022	17016	(447.50)	
	Oct 28, 2022	17017	(170.31)	
	Oct 24, 2022	OL-1024202	(23,943.57)	
	Oct 31, 2022	OL-1031202	(340.00)	
	Oct 31, 2022	OL-1031202	(1,340.00)	
	Oct 31, 2022	OL-1031202	(8,171.74)	
Total outstanding checks				(182,456.22)
Add (Less) Other				
	Oct 30, 2022	CC1030	4,336.00	
	Oct 31, 2022	CC1031	7,624.51	
	Oct 31, 2022	CCIH1021	1,628.90	
	Oct 31, 2022	MARS1019	2,338.85	
Total other				15,928.26
Unreconciled difference				0.00
Ending GL Balance				<u>6,201,462.57</u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	27,894,215.95
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	61,745.24
Ending GL Balance	27,955,961.19
Ending Bank Balance	27,955,961.19
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	27,955,961.19

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,158,728.38
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>4,733.37</u>
Ending GL Balance	<u>2,163,461.75</u>
Ending Bank Balance	2,163,461.75
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,163,461.75</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,063,841.35
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	83,461.60
Ending GL Balance	38,147,302.95
Ending Bank Balance	38,147,302.95
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	38,147,302.95

MASTER SERVICE AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the [] day of [], 2022, by and between NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and TRIHYDRO CORPORATION, a Wyoming corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services as set forth in work orders to be approved from time to time, as set forth herein; and

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

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in individual Work Orders (defined in Section 3 below) anticipated to be approved from time to time (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Work Order; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. Work Orders. The Services to be provided hereunder shall be performed for specific projects (each, a “**Project**”) pursuant to a separate Work Order describing each Project scope and component. Work Orders may take any form, including forms which may include price and payment terms (each a “**Work Order**”). In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in any Work Order, the terms in the body of this Agreement shall govern.

4. NOT USED.

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

6. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

8. COMPENSATION AND INVOICES.

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

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

b. Invoices. Unless the Work Order provides differently, the Contractor shall submit to the District a monthly invoice for the Services performed, by the 10th of each month, during the term of this Agreement and shall contain the following information:

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

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices shall be submitted and paid no more frequently than once a month. Invoices received by the District after the 10th of each month may be processed the following month.

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

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

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

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

The 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 or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. 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 services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. 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.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

12. CONTRACTOR'S INSURANCE.

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

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

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

13. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

15. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this

Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

16. INDEMNIFICATION.

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

b. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

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

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

18. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

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

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

defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District:	North Weld County Water District P.O. Box 56 32825 Weld County Road 39 Lucerne, CO 80646 Attention: Eric Reckentine, District Manager Phone: (970) 395-0097 Email: ericr@nwcwd.org
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Zachary P. White Phone: (303) 858-1800 E-mail: zwhite@wbapc.com
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Contractor:	Trihydro Corporation 1252 Commerce Drive Laramie, WY 80270 Attention: General Counsel Phone: (307) 745-7474
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22. **AUDITS.** The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such

purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

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

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

26. GOVERNING LAW.

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

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

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

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

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

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

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

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

32. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily

exercised by members of the same profession currently practicing under similar circumstances at the same time.

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

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

[Signature pages follow.]

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Special Counsel for the District

District's Signature Page to Master Service Agreement for Engineering and Environmental Consulting Services with Trihydro Corporation, dated [Month] [Day], 2022

CONTRACTOR:
TRIHYDRO CORPORATION, a Wyoming
corporation

Printed Name

Title

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____, as the _____ of Trihydro Corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor's Signature Page to Master Service Agreement for Engineering and
Environmental Consulting Services with North Weld County Water District, dated [Month]
[Day], 2022***

EXHIBIT A

INSURANCE REQUIREMENTS

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

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

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

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

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

EXHIBIT A-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT B

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

AGREEMENT FOR PROFESSIONAL SERVICES

NEWT Pipeline Project, Phase 3

Engineering Design Services

This AGREEMENT is entered into on the day of October, 2022, by and between the East Larimer County Water District, and the North Weld County Water District, acting jointly and severally and collectively as further defined in an Intergovernmental Agreement (IGA) dated June 14, 2021, hereinafter called "OWNER" (each being a quasi-municipal corporation and political subdivision of the State of Colorado) and Providence Infrastructure Consultants, Inc. a Colorado corporation, hereinafter called "CONSULTANT", as follows:

CONSULTANT will perform professional services for a project known and described as the NEWT 3 WATER 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 Scope of Work and fee estimate attached as Exhibits A and B. Exhibits A and B are hereby incorporated by reference and made a part of this AGREEMENT.
2. OWNER's Responsibilities: OWNER shall designate in writing one individual who shall serve as OWNER'S REPRESENTATIVE and who shall be authorized to act for OWNER in performing OWNER's responsibilities herein. This individual shall be Ditesco, Inc. The OWNER'S REPRESENTATIVE shall be the single point of communication for all aspects of the project and shall coordinate responses on behalf OWNER. OWNER'S REPRESENTATIVE 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'S REPRESENTATIVE 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'S REPRESENTATIVE 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 no later than June 15, 2023. 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 completed in accordance with terms of this Agreement, the CONSULTANT'S fee estimate as attached as Exhibit B. 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 Scope of Work as attached to Exhibit A. CONSULTANT shall bill the OWNER as the work progresses and the net amount shall be due no later than 30 days from the date of the invoice. One invoice will be provided to the OWNER'S REPRESENTATIVE each month and OWNER'S REPRESENTATIVE shall coordinate timely invoice payments in accordance with the IGA. 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 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 written approval of the change in Scope of Work.
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.
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. Provided that all payments for Services have been made in accordance with the terms of this Agreement, 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 except as otherwise set forth herein. 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. In the event of a claim by CONSULTANT for breach of this Agreement, East Larimer County Water District, and the North Weld County Water District agree that each is acting jointly and severally as Owner.

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

[SEPARATE SIGNATURE PAGE]

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

OWNER

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

Signature _____

Name: _____

Title: _____

Date: _____

And

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

Signature _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

Providence Infrastructure Consultant, Inc.

Signature _____

Name: _____

Title: _____

Date: _____

List of Exhibits:

- Exhibit A: CONSULTANT'S Scope of Work
- Exhibit B: CONSULTANT'S Fee Estimate
- Exhibit C: Insurance Requirements

Exhibit A
Consultant's Scope of Work

EXHIBIT A
SCOPE OF WORK
NEWT 3 PIPELINE PROJECT
October 2022

OVERVIEW

The following documents the Scope of Work (Scope) for consulting engineering services for the 3rd Phase of the **N**orth Weld County Water District and **E**ast Larimer Water District **W**ater **T**ransmission Pipeline Project ("NEWT 3", "Project"). The 3rd and final phase of the NEWT Project will involve the installation of approximately 5.4 miles of 42-inch ductile iron or welded steel water transmission pipe and appurtenant facilities (air release / vacuum valves, blow-off manholes, isolation valves). This Scope describes the efforts and assumptions associated with the Consultant's (Providence Infrastructure Consultants, Inc. or PIC) support of the Districts, and their Program Manager (Ditesco) in completing the permitting and design of the Project. Furthermore, PIC's Scope is based on all Project directives, communications, and owner-related decisions being provided by Ditesco in order to simplify Project communications and make coordination more efficient.

Up to this point, PIC's efforts have been contracted through North Weld Water District's On-Call Engineering Contract and have involved routing study, City of Fort Collins and Larimer County permitting, conceptual / preliminary design, and initial coordination with a variety of property owners and agencies / entities located along the Project corridor. Efforts also included supporting the Districts with selecting a Construction Manager at Risk (CMAR) contractor to complete construction of the Project.

This Scope, which will be executed under a separate contract, includes supporting Ditesco with continued permitting efforts involving the City of Fort Collins and Larimer County and continued coordination and design efforts. This Scope does not include any services in support of construction with these services being contracted at a later time. PIC's Project tasks are described below along with their corresponding phase and task numbers. The task numbers correlate with the attached Work Breakdown Structure (WBS) and Fee Estimate (Exhibit B).

PHASE 1 – ROUTING STUDY - COMPLETE

At the this time the Routing Study had been completed.

PHASE 2 – PERMITTING/PLANNING APPROVALS

TASK 2100 – FORT COLLINS PLANNING APPROVALS - COMPLETE

The City of Fort Collins planning-level approval followed the Site Plan Advisory Review (SPAR) process and involved an application report, a project open-house meeting, and potentially meetings with the SPAR committee. This task is complete and the SPAR had been approved by Ft. Collins.

TASK 2200 – LARIMER COUNTY PLANNING APPROVAL (1041) AND FLOODPLAIN SPECIAL REVIEW APPROVAL

The amount of work and effort associated with Larimer County is unpredictable. PIC's Scope assumes that the Districts will proceed through Larimer County's 1041 application and approval process. PIC's efforts will including coordination meetings, draft 1041 application submittal, comment responses, and a final 1041 application submittal.

This task also includes PIC supporting the approval of the Project's crossing of Boxelder Creek through Larimer County's Floodplain Special Review process which will be a condition of the County's 1041 approval process. PIC's scope associated with floodplain approval includes a pre-application meeting, a scour analysis, the submittal of a draft floodplain review report, a pre-final submission meeting, the submittal of a final floodplain report and attendance at the Floodplain Review Board. As part of this Scope, PIC assumes that it will be able to obtain geotechnical information from the Districts' / Ditesco's geotechnical firm related to soil grain size so that the PIC can complete a scour analysis at the Boxelder Creek Crossing. As work proceeds, PIC will keep track of this Scope's budget allocation and inform the Districts if efforts appear that they will exceed the budget allocation.

TASK 2300 – ENVIRONMENTAL AND CULTURAL PERMITTING

This task will generally involve supplemental environmental and cultural evaluations to the evaluations performed as part of the previously completed routing study. These supplemental evaluations and the previous evaluations will support the goal of efficiently coordinating and securing state and federal environmental and cultural approvals on the Project. Specifically, this task will involve PIC's environmental subconsultant supporting the Project with: 1) a Threatened & Endangered Habitat Assessment Letter documenting previous assessments and requesting review and concurrence by the U.S. Fish and Wildlife Services, 2) a Cultural / Historic File and Literature Review to support the Corps of Engineers Section 106 National Historic Preservation Act review obligations under Section 404 permitting, and 3) obtaining a Corps of Engineer's Section 404 Nationwide No. 58 Permit (Utility Line Activities for Water and Other Substances). This task includes efforts of PIC's environmental permitting subconsultant and PIC coordination.

PHASE 3 – EASEMENT ACQUISITION/CROSSING AGREEMENTS

TASK 3100 – EASEMENT ACQUISITION SUPPORT ALLOWANCE

This task will continue to cover general, as-needed, and unpredictable easement acquisition-related tasks in support of the Project. This task has been provided a budget allowance as shown in WBS.

TASK 3110 – PROPERTY OWNER MEETINGS (2 OWNER MEETINGS)

The Project will cross parcels owned by multiple property owners. To incorporate property owner feedback and requirements into the Project's design, PIC will rely on the Districts and Ditesco to attend all property owner meetings to document land owner concerns and requirements, and to set expectations related to the Districts obtaining permanent and temporary construction easements. While the Districts and Ditesco will be attending all property owner meetings, PIC's Scope covers PIC's Project Manager preparing for, attending, and documenting up to 2 property owner meetings. As such, PIC budget allocation for this task is 12 hours.

TASK 3120 – EASEMENT LEGAL DESCRIPTION SUPPORT (20 PARCELS)

As part of this task, PIC will develop preliminary alignment maps (Easement Plans) for supporting the Districts, Ditesco, and their land agent with communication with property owners. These Easement Plans will support the development of legal descriptions and exhibits for permanent and temporary construction easements by a professional land surveyor. PIC's Scope involves the development of up to twenty (20) parcel / easement plans. PIC labor will be primarily from CAD personnel with oversight from engineering staff. Costs associated with the Project's surveyor and land agent will be directly charged to the Districts.

TASK 3200 – CROSSING AGREEMENT SUPPORT ALLOWANCE

This task will continue to cover general, miscellaneous, and difficult to predict crossing agreement-related tasks in support of the Project. This task has been provided a budget allowance as shown in WBS.

TASK 3210 – LARIMER & WELD CANAL COMPANY (LWIC) COORDINATION AND MEETINGS (3 MEETINGS)

PIC will develop concise encroachment and crossing plan submittals to gain approval of the Project's parallel alignment to the Larimer and Weld Irrigation Company's (LWIC) Larimer and Weld Canal, the crossing of the No. 8, and the Boxelder return ditch. In order to gain location and crossing approvals, PIC has allocated time for coordination meetings with LWIC to document concerns and requirements, and to set expectations related to the Project's design and construction. PIC's Scope covers up to three (3) coordination meetings with LWIC. For these coordination meetings, PIC has included staff time for the Project Manager to prepare for the meetings, to attend, and to document discussions. Each meeting is assumed to take eight (8) hours each, including preparation, attending the meeting, and post-meeting notes / action item documentation. Based on initial efforts, the actual effort required to coordinate with LWIC is unpredictable and is only estimate. As such, PIC will keep track of this Scope's budget allocation and inform Ditesco if it appears that efforts will exceed the budget allocation.

TASK 3220 – CDOT CROSSING SUPPORT (1 MEETING)

PIC will develop a concise crossing plan to support Ditesco with securing a Colorado Department of Transportation (CDOT) Utility and Special Use Permit for Project's crossing of Interstate 25 on behalf of the Districts and the Project's construction contractor. To support Ditesco gaining crossing approval, PIC's Scope

includes time to meet with CDOT to review the crossing design, and to document CDOT concerns and requirements in order to finalize the Project's design. For the CDOT coordination meeting, PIC's Scope includes six (6) hours of staff time for PIC's Project Manager to prepare for the meeting, to attend, and to document discussions. PIC's Scope assumes that Ditesco will use PIC's design documents to obtain the Utility and Special Use Permit for the Districts.

TASK 3230 – CITY OF FORT COLLINS COORDINATION MEETINGS (2 MEETINGS)

PIC will develop concise crossing plans to support Ditesco with gaining approvals of the Project's crossings of City of Fort Collins infrastructure and roads. In support of Ditesco, PIC has allocated time for up to two (2) meetings with City representatives (utilities and transportation) to review the crossing designs, to understand the City's concerns and requirements, and to set expectations related the obtaining infrastructure and right-of-way crossing permits. For these City coordination meetings, PIC's Scope includes six (6) hours of staff time per meeting for PIC's Project Manager to prepare for the meetings, to attend, and to document discussions. PIC's Scope assumes that Ditesco will use PIC's design documents to obtain and finalize the necessary crossing approvals / permits on behalf of the Districts or the Project's construction contractor. The effort involved with the City of Fort Collins coordination and approvals is only estimate. As such, PIC will track this Task's budget allocation and inform Ditesco if it appears that efforts will exceed the budget allocation.

TASK 3240 –LARIMER AND WELD COUNTY COORDINATION MEETINGS (2 MEETINGS)

PIC will develop concise crossing plans to support the Ditesco with gaining approvals of the Project's crossings of county roads. In support of Ditesco, PIC has allocated time for up to two (2) meetings with County representatives to review the crossing designs, to understand County concerns and requirements, and to set expectations related the obtaining right-of-way crossing permits. For these County coordination meetings, PIC's Scope has included six (6) hours of staff time per meeting for PIC's Project Manager to prepare for the meetings, to attend, and to document discussions. PIC's Scope assumes Ditesco will use PIC's design documents to obtain and finalize the necessary crossing approvals / permits on behalf of the Districts and the Project's construction contractor. The effort involved with the County coordination and approvals is only estimate. As such, PIC will track this Task's budget allocation and inform Ditesco if it appears that efforts will exceed the budget allocation.

TASK 3250 – BURLINGTON NORTHERN SANTA FE (BNSF) CROSSING DESIGN

PIC will develop a concise crossing plan in accordance with BNSF crossing requirements, and provide the crossing plan to Ditesco for use in securing a BNSF pipeline/wireline permit for crossing the railroad leading to the Anheuser-Busch Facility. PIC's scope assumes that Ditesco will complete all on-line submittal efforts and coordination with Jones Lang LaSalle (JLL). PIC has allocated up to 16 hours for developing the crossing design for use by Ditesco. PIC's scope does not include in-person or virtual meetings with BNSF representatives.

TASK 3260 – WESTERN AREA POWER ADMINISTRATION (WAPA) CROSSING DESIGN

PIC will develop a concise north to south crossing plan for the crossing of the 75-foot WAPA easement on the K&M property directly west of the City of Fort Collin's property (Parcel 8704300906). PIC will provide this crossing plan to Ditesco for use in securing WAPA easement crossing approval. PIC's scope assumes that Ditesco will lead all coordination and submittal efforts with WAPA. PIC has allocated up to 16 hours for developing the crossing design for use by the Districts and Ditesco. PIC's scope does not include in-person or virtual meetings, or telephone communications with WAPA representatives. PIC will provide Ditesco all historical correspondence with WAPA representatives.

TASK 3270 – MONTAVA DEVELOPMENT CROSSING COORDINATION (4 MEETINGS)

PIC will develop concise crossing plan submittals to gain agreement of the Project's location on the Anheuser-Busch parcels (8704000002, 8704000001) to be developed as part of the Montava development. In order to gain location agreement, PIC will attend meetings with Montava representatives to discuss and understand location concerns, requirements, and to set expectations related to location of the Project. For the Montava coordination, PIC's scope includes up to two (2) coordination meetings that PIC's Project Manager will prepare for, attend, and to document discussions. PIC's Scope also includes time for figures to be developed for discussion purposes. Per discussions with the Districts and Ditesco, PIC assumes that the NEWT 3 Pipeline will be installed on the alignment previously developed and will be buried at a normal profile with limited design adjustments and coordination with Montava representatives.

PHASE 4 – ENGINEERING

TASK 4100 – PRELIMINARY DESIGN

This task will cover general, miscellaneous, and difficult to predict preliminary design-related tasks in support of the Project. This task has been provided a budget allowance as shown in WBS.

TASK 4120 – PROJECT COORDINATION ACTIVITIES (DESIGN PHASE)

PIC will support coordination and communications for the duration of the Project's design phase. While these coordination activities are difficult to precisely define, they will generally involve phone, email, and written communications with Ditesco, PIC's staff and subconsultants and select outside entities. To cover project coordination efforts, PIC's scope includes staff time of four (4) hours per week over the Project's assumed design phase duration (10 months, 43 weeks).

TASK 4130 – SCHEDULE SUPPORT (10 MONTHS)

PIC's Scope assumes that Ditesco will development, maintain, and update the Project's Schedule. To cover schedule support efforts, PIC's scope includes staff time of one (1) hour per month over the Project's design phase (10 months).

TASK 4140 – MONTHLY INVOICING AND PROGRESS REPORTING (10 MONTHS)

PIC will prepare and submit to Ditesco monthly invoices and a supporting monthly progress report. Invoices will be submitted within the first two weeks of each month and cover through the last Friday of the prior month. For budgeting purposes, PIC has included two (2) hours of staff time per month throughout the project's design-phase duration for this task (10 months).

TASK 4150 – BI-WEEKLY DESIGN PROGRESS MEETING ATTENDANCE (20 MEETINGS)

PIC's Scope assumes Ditesco will prepare for, facilitate, and document bi-weekly progress meetings including the development and distribution of meeting agendas, supplemental information, and post-meeting notes. PIC's Scope for this Task is strictly limited to meeting attendance and participation. PIC's Scope has included one (1) hour of staff time for PIC's Project Manager for each meeting during the design phase of the Project (10 months, 20 meetings).

TASK 4210 – UTILITY POTHOLING (60 POTHOLE)

Existing utilities that cross the proposed pipeline alignment that are located (flagged / marked) will be potholed to determine type, depth, diameter, and material of construction along the pipeline alignment. PIC will subcontract the services of a vacuum potholing contractor to perform this work. The potholing scope of work includes: 1) a locate meeting, 2) 30 potholes to 5-feet deep, 3) 20 potholes to 10-feet deep, 4) 10 potholes to 15-feet deep, 5) 8 asphalt/concrete cores, 6) pavement restoration, 7) City of Fort Collins Permits, 8) Larimer County Permits, 9) Weld County Permits, 10) 3 days of traffic control, and fees associated with contract administration, water, and spoils disposal. Should more than 60 utility potholes be required, PIC will charge the Districts an additional fee of \$365 per utility pothole. These services will be performed in accordance with current State of Colorado Subsurface Utility Engineering (SUE) Requirements. As the Engineer of Record, all potholing activities will be attended, observed, and documented by PIC personnel to arrive at Level A locates. PIC has allocated up to 90 hours of Staff Engineer time to observe and document potholing activities. PIC time allocation is based on the potholing being completed in 10 9-hour working days (6 potholes per day).

TASK 4220 – GEOTECHNICAL BORINGS SURVEY – NOT IN SCOPE

PIC's Scope does not include coordinating or providing survey staking of the locations of the Project's geotechnical investigation borings and groundwater monitoring and observation holes. For reference consideration, PIC provided Ditesco with potential boring and groundwater monitoring locations associated with 28 borings along the Project's corridor.

TASK 4230 – GEOTECHNICAL BORINGS, TESTING, AND GEOTECHNICAL DATA REPORT (GDR) – NOT IN SCOPE

PIC's Scope does not include coordinating or providing the Project's geotechnical permitting, exploration, testing, or documentation. All geotechnical permitting, exploration, testing, and documentation activities, including gaining access approvals for drilling, will be the responsibility of the Districts and/or Ditesco. For reference consideration, PIC has provided Ditesco with a sample geotechnical scope of work. PIC understands that CTL Thompson will be providing the Districts and/or Ditesco with the Project's Geotechnical Data Report.

TASK 4240 – MONTHLY GROUNDWATER READINGS OF MONITORING AND OBSERVATION HOLES – NOT IN SCOPE

PIC's Scope does not include the permitting, installation, or periodic reading of groundwater level measurements. For reference consideration, PIC provided the Ditesco with potential locations for 13 groundwater observation wells for consideration. PIC assumes that CTL Thompson, under subcontract to Ditesco will be responsible for the permitting, installation, and periodic reading of groundwater levels.

TASK 4250 – DETERMINE PIPE MATERIAL, THICKNESS, COATINGS, AND LININGS

PIC will develop technical requirements associated with the pipeline's material thickness, coatings, and linings. It is understood that the Districts desire either ductile iron pipe (DIP) or a welded steel pipe (WSP) to be installed. Pipe wall thicknesses that can accommodate assumed system pressures will be determined (static, operational, surge). PIC will develop design pressures for two (2) scenarios – static pressure using elevations at the Districts' Soldier Canyon Filter Plant and operational pressures based on future pumping from the Summit View Pump Station to North Weld County Water District's Tank 1 using the maximum flow agreed upon in the Districts' 2021 Intergovernmental Agreement. Furthermore, PIC will develop coating and lining requirements that consider the length of the pipeline's intended useful life. All evaluations will be documented in a design memorandum.

TASK 4260 – EVALUATE AND SELECT AIR / VACUUM VALVE (ARVV), ISOLATION VALVE, & BLOWOFF LOCATIONS, TYPES, AND SIZES

PIC will evaluate and select locations for air and vacuum valves, isolation valves, and blowoffs. The size and type of valves will be determined in coordination with the Districts and Ditesco.

TASK 4300 – CORROSION PROTECTION FIELD TESTING AND DESIGN

PIC and its subconsultants will perform corrosion protection field testing and preliminary design for the Project. Only external corrosion control is anticipated to be needed. PIC's corrosion subconsultant will work with Districts / Ditesco's geotechnical subconsultant to obtain and evaluate the material testing results including corrosivity tests. Furthermore, PIC's corrosion subconsultant will review the Districts' / Ditesco's geotechnical report to examine measurements on chloride, moisture content, pH, redox potential, sulfates, and sulfides. After the field testing and evaluating the provided soils information, current requirement calculations will be performed to determine the corrosion control options.

TASK 4310 – THRUST RESTRAINT DESIGN

With the pipe anticipated to be either DIP or WSP, the Project's external thrust restraint requirements will cover both materials. PIC will examine areas that need additional thrust restraint and incorporate these findings into the design. Thrust restraint is assumed to be welded joints for steel pipe and restrained joints plus thrust blocks for ductile iron pipe. The thrust restraint will be based on pressure evaluations performed in Task 4250.

TASK 4320 – PRIVATE UTILITY CROSSING DESIGNS

PIC anticipates several utilities that will need to be crossed with the proposed pipeline. PIC will coordinate with the various private utility companies to arrive at crossing designs that are mutually-acceptable. This information will be used to finalize the Project's profile design.

TASK 4330 – LAYOUT ACCESS, CONSTRUCTION LIMITS, AND STAGING AREAS

PIC will layout or modify construction limits prior to securing easements based on feedback from Garney Construction.

TASK 4340 – DETERMINE PRESSURE TESTING AND DISINFECTION METHODS AND REQUIREMENTS

PIC will determine pressure testing requirements and potential pressure testing segments. In addition, PIC will identify potential sources and locations for testing and disinfection water. PIC will also examine locations where test water can be dechlorinated and safely discharged as part of designing the blow off locations.

TASK 4350 – HIGHWAY, ROADWAY, AND CANAL CROSSING DESIGNS

PIC will use information gained or provided from coordination meetings with the City of Fort Collins, Larimer County, Weld County, CDOT, BNSF, and LWIC to arrive at acceptable crossing designs that can be used to finalize the proposed pipeline’s profile. The crossing designs will be reviewed with the Districts, Ditesco, and CTL Thompson to gain agreement on the crossing alignments and profiles so they meet stakeholder requirements, avoid existing utilities, and consider subsurface conditions.

TASK 4600 – PREPARE 60% DESIGN DRAWINGS (79 DRAWINGS)

Based on the work described in the previous tasks, PIC will develop a 60%-level drawing set. The drawing list below shows that General, Plan and Profile, Enlarged Plans, and Detail Drawings that will be developed to a 60% level. The estimated quantity of drawings is based on the drawings needed for a typical pipeline of this size, length, and complexity and is based on the project being executed in up to three (3) work packages (West, Central, and East). As part of PIC’s scope, two (2) metering and flow control facilities will be Designed at Larimer County Road No. 5 and County Line Road (LCR 1). PIC’s design will cover piping, valving, metering, structural, electrical and instrumentation.

Proposed Drawing List – 60% Drawing Set

SHEET	DWG	DESCRIPTION	NOTES
GENERAL			
1	G-01	Cover Sheet	
2	G-02	Drawing List / General Notes	
3	G-03	Symbols and Abbreviations	
4	G-04	Project Work Package Layout	
5	G-05	Sheet Index, Location, Map, and Survey Control (West)	
6	G-06	Sheet Index, Location, Map, and Survey Control (Central)	
7	G-07	Sheet Index, Location, Map, and Survey Control (East)	
8	G-08	City of Fort Collins and Larimer County Notes	
9	G-09	Geotechnical Borehole Locations Map (West)	
10	G-10	Geotechnical Borehole Locations Map (Central)	
11	G-11	Geotechnical Borehole Locations Map (East)	
12	G-12	Subsurface Utility Schedule (West)	
13	G-13	Subsurface Utility Schedule (Central)	
14	G-14	Subsurface Utility Schedule (East)	
PLAN AND PROFILE			
15	PP-001	Condensed Profile (West), Timberline to Boxelder Creek	
16	PP-100	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
17	PP-101	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
18	PP-102	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
19	PP-103	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
20	PP-104	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
21	PP-105	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
22	PP-106	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
23	PP-107	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
24	PP-108	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet
25	PP-109	Plan and Profile (West), Sta-___ to Sta-___	1,500 LF / Sheet

26	PP-002	Condensed Profile (Central), Boxelder Creek to LCR No. 5	
27	PP-200	Plan and Profile (Central), Sta-___ to Sta-___	1,500 LF / Sheet
28	PP-201	Plan and Profile (Central), Sta-___ to Sta-___	1,500 LF / Sheet
29	PP-202	Plan and Profile (Central), Sta-___ to Sta-___	1,500 LF / Sheet
30	PP-203	Plan and Profile (Central), Sta-___ to Sta-___	1,500 LF / Sheet
31	PP-204	Plan and Profile (Central), Sta-___ to Sta-___	1,500 LF / Sheet
32	PP-205	Plan and Profile (Central), Sta-___ to Sta-___	1,500 LF / Sheet
33	PP-003	Condensed Profile (East), LCR No. 5 to County Line Road	
34	PP-300	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
35	PP-301	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
36	PP-302	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
37	PP-303	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
38	PP-304	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
39	PP-305	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
40	PP-306	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
41	PP-307	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
42	PP-308	Plan and Profile (East), Sta-___ to Sta-___	1,500 LF / Sheet
CIVIL - ENLARGED AND GRADING PLANS			
43	C-401	Summit View Pump Station / Timberline Road Crossing (West)	
44	C-402	Interstate 25 Crossing (West)	
45	C-403	Vine Drive Crossing (Central)	
46	C-404	Larimer County Road No. 5 Crossing (Central) (Metering Site)	
47	C-404	Larimer County Road No. 3 Crossing (East)	
48	C-405	County Line Road Connection (East) (Metering Site)	
49	C-406	Grading Plan Area 1, Kaltenberger Property (East)	
50	C-407	Grading Plan Area 2, Jacobs Property (East)	
51	C-408	Grading Plan Area 2, Redmon Property (East)	
52	C-409	Grading Plan Area 3, Waag Property (East)	
CIVIL DETAILS			
53	C-501	Civil, CP, Tunnel Details	
54	C-502	Civil, CP, Tunnel Details	
55	C-503	Civil, CP, Tunnel Details	
56	C-504	Civil, CP, Tunnel Details	
57	C-505	Civil, CP, Tunnel Details	
58	C-506	Civil, CP, Tunnel Details	
59	C-507	Civil, CP, Tunnel Details	
60	C-508	Civil, CP, Tunnel Details	
61	C-509	Civil, CP, Tunnel Details	
62	C-510	Civil, CP, Tunnel Details	
63	C-511	Civil, CP, Tunnel Details	
64	C-512	Civil, CP, Tunnel Details	
65	C-513	Civil, CP, Tunnel Details	
66	C-514	Civil, CP, Tunnel Details	
EROSION AND SEDIMENT CONTROL – NOT INCLUDED IN 60% DESIGN			
67	EC-001	Erosion and Sediment Control Notes	
68	EC-002	Erosion and Sediment Control Sheet Index (West)	

69	EC-100	ESC Plan - Sta__ to Sta___(West)	3,000 LF / Sheet
70	EC-101	ESC Plan - Sta__ to Sta___(West)	3,000 LF / Sheet
71	EC-102	ESC Plan - Sta__ to Sta___(West)	3,000 LF / Sheet
72	EC-103	ESC Plan - Sta__ to Sta___(West)	3,000 LF / Sheet
73	EC-104	ESC Plan - Sta__ to Sta___(West)	3,000 LF / Sheet
74	EC-003	Erosion and Sediment Control Sheet Index (Central)	
75	EC-200	ESC Plan - Sta__ to Sta___(Central)	3,000 LF / Sheet
76	EC-108	ESC Plan - Sta__ to Sta___(Central)	3,000 LF / Sheet
77	EC-109	ESC Plan - Sta__ to Sta___(Central)	3,000 LF / Sheet
78	EC-004	Erosion and Sediment Control Sheet Index (East)	
79	EC-110	ESC Plan - Sta__ to Sta___(East)	3,000 LF / Sheet
80	EC-111	ESC Plan - Sta__ to Sta___(East)	3,000 LF / Sheet
81	EC-112	ESC Plan - Sta__ to Sta___(East)	3,000 LF / Sheet
82	EC-113	ESC Plan - Sta__ to Sta___(East)	3,000 LF / Sheet
83	EC-114	ESC Plan - Sta__ to Sta___(East)	3,000 LF / Sheet
84	EC-401	Temporary Stream Crossing, Boxelder Creek (Central)	
85	EC-402	Temporary Stream Crossing, Irrigation Return Ditch (Central)	
86	EC-403	Temporary Stream Crossing, Waag Ditch (West)	
87	EC-501	ESC Details	
88	EC-502	ESC Details	
89	EC-503	ESC Details	
90	EC-504	ESC Details	
91	EC-505	ESC Details	
PROCESS – METERING FACILITIES			
92	P-101	Meter Vault (LCR 5) – Equipment Materials List, Construction Notes	
93	P-102	Meter Vault (LCR 5) – Site / Grading Plan	
94	P-103	Meter Vault (LCR 5) – Vault Plan	
95	P-104	Meter Vault (LCR 5) – Vault Section	
96	P-105	Meter Vault (LCR 5) – Vault Cross Sections	
97	P-201	Meter Vault (LCR 1) – Equipment Materials List, Construction Notes	
98	P-202	Meter Vault (LCR 1) – Site / Grading Plan	
99	P-203	Meter Vault (LCR 1) – Vault Plan	
100	P-204	Meter Vault (LCR 1) – Vault Section	
101	P-205	Meter Vault (LCR 1) – Vault Cross Sections	
PROCESS DETAILS			
102	P-501	Process Details	
103	P-502	Process Details	
104	P-503	Process Details	
ELECTRICAL DRAWINGS AND DETAILS - NOT INCLUDED IN 60% DESIGN			
105	E-001	Electrical General Legend and Abbreviations	
106	E-101	Meter Vault (LCR 5) – One Line Diagram	
107	E-102	Meter Vault (LCR 5) – Schematics and Panel Schedule	
108	E-103	Meter Vault (LCR 5) – Electrical Site Plan	
109	E-104	Meter Vault (LCR 5) – Electrical Vault Plan	
110	E-201	Meter Vault (LCR 1) – One Line Diagram	
111	E-202	Meter Vault (LCR 1) – Schematics and Panel Schedule	

112	E-203	Meter Vault (LCR 1) – Electrical Site Plan	
113	E-204	Meter Vault (LCR 1) – Electrical Vault Plan	
ELECTRICAL DETAILS - NOT INCLUDED IN 60% DESIGN			
114	E-501	Electrical Details	
115	E-502	Electrical Details	
116	E-503	Electrical Details	
INSTRUMENTATION - NOT INCLUDED IN 60% DESIGN			
117	I-001	Process and Instrumentation Symbols and Abbreviations	
118	I-101	Meter Vault (LCR 5) – Process and Instrumentation Diagram	
119	I-102	Meter Vault (LCR 5) – Remote I/O Panel Power Distribution	
120	I-103	Meter Vault (LCR 5) – Remote I/O Digital Inputs	
121	I-104	Meter Vault (LCR 5) – Remote I/O Analog Inputs	
122	I-105	Meter Vault (LCR 5) – Remote I/O Analog Outputs & Comm Diagram	
123	I-106	Meter Vault (LCR 5) – Remote I/O Panel Layout	
124	I-201	Meter Vault (LCR 1) – Process and Instrumentation Diagram	
125	I-202	Meter Vault (LCR 1) – Remote I/O Panel Power Distribution	
126	I-203	Meter Vault (LCR 1) – Remote I/O Digital Inputs	
127	I-204	Meter Vault (LCR 1) – Remote I/O Analog Inputs	
128	I-205	Meter Vault (LCR 1) – Remote I/O Analog Outputs & Comm Diagram	
129	I-206	Meter Vault (LCR 1) – Remote I/O Panel Layout	

TASK 4610 – PREPARE 60% TECHNICAL SPECIFICATIONS LIST AND CRITICAL SPECIFICATIONS

PIC will develop a list of all technical specifications, i.e., Divisions 1 – 48, required for the Project based on the evaluations described above and the work performed in developing the 60% Design Drawings. This list along with several critical specifications will be provided to the Ditesco and the Project’s CMAR Contractor for review and use in Project 60% pricing efforts. The following critical specifications will be developed at the 60% Phase – Painting and Coating, Heat-Shrinkable Cross-Linked Polyolefin Coatings; Polyethylene Protective Coatings and Linings; Precast Reinforced Concrete Vaults, Dewatering and Control of Water, Trenching, Backfill, and Compaction; Welded Steel Transmission Pipe; and Valves for Water Works

TASK 4620 – IDENTIFY WORK PACKAGES DURING 60% DESIGN

During the 60% Design, PIC will work with Ditesco to confirm and finalize the limits of the individual work packages. Defining the limits of the work packages will involve evaluating the status of easements, permitting, material availability, potential construction timing restrictions on agricultural land, the locations of isolation valves and other appurtenant facilities, and the ability to appropriately pressure test and disinfect.

TASK 4630 – QUALITY CONTROL REVIEW

PIC’s dedicated quality control reviewer will perform a quality control review of the 60% Design Drawings, the Technical Specifications List, and the work package delineations. Furthermore, PIC’s quality control and constructability review will be coordinated with feedback obtained from the Ditesco and the CMAR Contractor prior to progressing to the 90% Design.

TASK 4640 – ROM COST UPDATE AND VALUE ENGINEERING (VE) SUPPORT

PIC will support Ditesco and the Project’s construction contractor with information needed to update the Rough-Order-of-Magnitude (ROM) Cost that was originally developed for the Project. PIC will support the construction contractor by answering questions pertaining to their Value Engineering review efforts.

TASK 4700 – PREPARE 90% DESIGN DRAWINGS (129 DRAWINGS)

Based on the work, reviews, and feedback, PIC will advance the design drawings to a 90% level. The progression of the drawings to the 90% level will include the addition of erosion and sediment control, electrical, and instrumentation drawings, along with the advancement of the initial drawings developed earlier in the Project. The drawing list shown under Task 4600 shows the drawings that will be developed for the Project.

TASK 4710 – PREPARE 90% TECHNICAL SPECIFICATIONS (70 SPECIFICATIONS)

Using the specification list developed during Task 4610, PIC will assemble a set of 90% technical specifications. The specifications will be based on 6-digit CSI Master Formatting. PIC’s scope includes the development and assembly of a maximum of 70 specification sections that will be organized into the following Specification Divisions:

Proposed Specification Divisions

Division	Description
1	General Requirements
2	Existing Conditions
3	Concrete
5	Metals
6	Wood, Plastics, and Composites
9	Finishes
26	Electrical
31	Earthwork
32	External Improvements
33	Utilities

TASK 4720 – 90% QUALITY CONTROL REVIEW

PIC’s dedicated quality control reviewer will perform a quality control and constructability review of the 90% drawings and specifications and revisit the work package delineations. Furthermore, PIC’s quality control and constructability review will be coordinated with feedback from the CMAR Contractor prior to progressing to the Guaranteed Maximum Price (GMP) development phase.

TASK 4730 – ADDRESS CMAR QUESTIONS

PIC will support Ditesco and the CMAR Contractor by answering applicable design, drawing, or specification questions as the Project’s GMP is being developed. Typically, questions are in regard to materials and equipment specified, examining acceptable project alternatives, and specific land restoration requirements. PIC’s scope assumes that the Districts, Ditesco, and the Project’s geotechnical subconsultant will provide the construction contractor with assumptions associated with dewatering and subsurface conditions that could be encountered. In addressing applicable CMAR questions, PIC’s Scope covers up to two (2) 8-hour meetings.

TASK 4740 – DRAFT CMAR GMP PRICING REVIEW – NOT IN SCOPE

PIC’s Scope does not include reviewing draft GMP pricing. Ditesco will be responsible for review all CMAR draft pricing including examining the materials, equipment, rates, quantities, and assumptions used in developing the GMP.

TASK 4750 – VALUE ENGINEERING (VE) REVIEW – NOT IN SCOPE

PIC’s Scope does not include performing a VE Review. Ditesco will perform a VE Review in coordination with the Districts and the CMAR Contractor. Furthermore, Ditesco will document and provide feedback to PIC related to various value alternatives that the Districts and Ditesco desire be explored to increase value on the project while preserving quality.

TASK 4760 – FINAL CMAR GMP PRICING REVIEW – NOT IN SCOPE

PIC’s Scope does not include reviewing final GMP pricing. Ditesco will be responsible for reviewing the CMAR’s final pricing including examining the materials, equipment, rates, quantities, and assumptions used in developing the Project’s Guaranteed Maximum Price (GMP).

TASK 4770 – CMAR CONSTRUCTION SERVICES AMENDMENT SUPPORT – NOT IN SCOPE

PIC's Scope does not include supporting the Ditesco with amending the CMAR's contract for construction phase services.

TASK 4800 – PREPARE 100% DESIGN DRAWINGS BASED ON VE REVIEW

PIC will make a final revision to the 90% Design Drawings to develop 100% Design Drawings. These drawings will be labeled as "Final for Construction" (FFC) and will incorporate any necessary revisions from the CMAR pricing and VE reviews. As with the 90% Design Drawings, PIC's Scope includes developing up to 129 drawings.

TASK 4810 – PREPARE 100% TECHNICAL SPECIFICATIONS

Along with the 100% Design Drawings, PIC will finalize the technical specifications. These specifications will be labeled as "Final for Construction" and will incorporate any necessary revisions from the CMAR pricing and VE reviews. As with the 90% technical specification set, PIC anticipates the final specification set will include the quantity of Sections described in the accompanying WBS.

PROJECT BUDGET AND FEE

Attached to this Scope is PIC's Work Breakdown Structure and Fee Estimate (Exhibit B) along with a Design Project Rate Sheet. PIC will invoice monthly for the services provided as described above. The total maximum PIC fee for the Project is included on the attached Work Breakdown Structure and Fee Estimate.

Exhibit B
Consultant's Fee Estimate

EXHIBIT B
WORK BREAKDOWN STRUCTURE AND FEE ESTIMATE
NEWT Pipeline Project, Phase 3 (NEWT 3)
North Weld County Water District and East Larimer County Water District
Prepared by Providence Infrastructure Consultants, Inc.
10/10/2022

PIC Task No.	Activities and Deliverable Description	PIC FEE	SUBCONSULTANT FEES						TOTAL FEES	
		Total Providence Fee	Electrical and Instrumentation - Magna	Utility Potholing - Colorado Utility Finders	Geotech Exploration	Environmental Permitting - ERO	Cathodic Protection - Qualcorr	Total Subconsultants		
PHASE 1 - ROUTING STUDY										
1000	Routing Study (Completed)									\$ -
Phase 1 Subtotals		\$ -								\$ -
PHASE 2 - PERMITTING/PLANNING APPROVALS										
2100	Fort Collins Planning Approvals (SPAR Complete)									
2200	Larimer County Planning Approval (1041) (In Progress) and Floodplain Special Review Approval	\$ 46,649							\$ -	\$ 46,649
2300	Environmental and Cultural Permitting	\$ -							\$ -	\$ -
	Task 1 - Identify and Map Wetlands, Open Water, and Channels	\$ -				\$ 3,000			\$ 3,000	\$ 3,000
	Task 2 - Habitat Assessment	\$ -				\$ 2,000			\$ 2,000	\$ 2,000
	Task 3 - Cultural File and Literature Review	\$ -				\$ 1,200			\$ 1,200	\$ 1,200
	Task 4 - Prepare Request for Nationwide 404 Authorization	\$ -				\$ 4,500			\$ 4,500	\$ 4,500
	Task 5 - Project Management, Coordination, and Meetings	\$ 4,586				\$ 500			\$ 500	\$ 5,086
Phase 2 Subtotals		\$ 51,235	\$ -	\$ -	\$ -	\$ 11,200	\$ -	\$ -	\$ 11,200	\$ 62,435
PHASE 3 - EASEMENT ACQUISITION/CROSSING AGREEMENTS										
3100	Easement Acquisition Support Allowance	\$ 9,852							\$ -	\$ 9,852
3110	Property Owner Meetings (2 Owner Meetings)	\$ 2,728							\$ -	\$ 2,728
3120	Easement Legal Description Support (20 Parcels)	\$ 9,894							\$ -	\$ 9,894
3200	Crossing Agreement Support Allowance	\$ 9,947							\$ -	\$ 9,947
3210	Larimer and Weld Irrigation Company (LWIC) Coordination and Meetings (3 Meetings)	\$ 5,456							\$ -	\$ 5,456
3220	CDOT Crossing Support (1 Meeting)	\$ 1,364							\$ -	\$ 1,364
3230	City of Fort Collins Coordination Meetings (2 Meetings)	\$ 2,728							\$ -	\$ 2,728
3240	Larimer and Weld County Coordination Meetings (2 Meetings)	\$ 2,728							\$ -	\$ 2,728
3250	Burlington Northern and Santa Fe (BNSF) Crossing Design	\$ 3,047							\$ -	\$ 3,047
3260	WAPA Crossing Design	\$ 3,047							\$ -	\$ 3,047
3270	Montava Development Crossing Coordination (2 Meetings)	\$ 3,637							\$ -	\$ 3,637
Phase 3 Subtotals		\$ 54,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,426
PHASE 4 - ENGINEERING										
4100	Preliminary Design	\$ 10,012							\$ -	\$ 10,012
4120	Project Design-Phase Coordination Activities (10 Months)	\$ 36,538							\$ -	\$ 36,538
4130	Schedule Support (10 Months)	\$ 2,273							\$ -	\$ 2,273
4140	Monthly Invoicing and Progress Reporting (13 Months)	\$ 3,104							\$ -	\$ 3,104
4150	Bi-Weekly Design Progress Meeting Attendance (10 Months; 20 Meetings)	\$ 4,546							\$ -	\$ 4,546
4210	Utility Potholing (60 Potholes)	\$ 10,938		\$ 21,780					\$ 21,780	\$ 32,718
4220	Geotechnical Borings Survey (Not in Scope)	\$ -							\$ -	\$ -
4230	Geotechnical Borings, Testing, and Geotechnical Data Report (GDR) (Not in Scope)	\$ -							\$ -	\$ -
4240	Monthly Groundwater Readings of Monitoring and Observation Holes (Not in Scope)	\$ -							\$ -	\$ -
4250	Determine Pipe Material, Thickness, Coatings, and Linings	\$ 15,000							\$ -	\$ 15,000
4260	Evaluate and Select ARVV, Isolation Valve, & Blowoff Locations, Types, and Sizes	\$ 19,085							\$ -	\$ 19,085
4300	Corrosion Protection Field Testing and Design	\$ 8,223					\$ 29,620		\$ 29,620	\$ 37,843
4310	Thrust Restraint Design	\$ 15,063							\$ -	\$ 15,063
4320	Private Utility Crossing Designs	\$ 19,256							\$ -	\$ 19,256
4330	Layout Access, Construction Limits, and Staging Areas	\$ 4,319							\$ -	\$ 4,319
4340	Determine Pressure Testing and Disinfection Methods and Requirements	\$ 12,324							\$ -	\$ 12,324
4350	Highway, Roadway and Canal Crossing Designs	\$ 19,256							\$ -	\$ 19,256
4600	Prepare 60% Design Drawings (79 Drawings)	\$ 163,723							\$ -	\$ 163,723
4610	Prepare 60% Technical Specifications List and Critical Specifications	\$ 11,849							\$ -	\$ 11,849
4620	Identify Work Packages during 60% Design	\$ 7,206							\$ -	\$ 7,206
4630	Quality Control Review	\$ 14,107							\$ -	\$ 14,107
4640	Rough Order of Magnitude (ROM) Cost Update and Value Engineering (VE) Review	\$ 4,749							\$ -	\$ 4,749
4700	Prepare 90% Design Drawings (129 Drawings)	\$ 37,574	\$ 13,000						\$ 13,000	\$ 50,574
4710	Prepare 90% Technical Specifications (70 Sections)	\$ 13,540	\$ 4,900						\$ 4,900	\$ 18,440
4720	90% Quality Control Review	\$ 5,400							\$ -	\$ 5,400
4730	Address CMAR Questions	\$ 8,026							\$ -	\$ 8,026
4740	Draft CMAR GMP Pricing Review (Not in Scope)	\$ -							\$ -	\$ -
4750	Value Engineering (VE) Review (Not in Scope)	\$ -							\$ -	\$ -
4760	Final CMAR GMP Pricing Review (Not in Scope)	\$ -							\$ -	\$ -
4770	CMAR Construction Services Amendment Support (Not in Scope)	\$ -							\$ -	\$ -
4800	Prepare 100% Design Drawings based on VE Review (130 Drawings)	\$ 22,714							\$ -	\$ 22,714
4810	Prepare 100% Technical Specifications (70 Sections)	\$ 3,960							\$ -	\$ 3,960
Phase 4 Subtotals		\$ 472,787	\$ 17,900	\$ 21,780	\$ -	\$ -	\$ 29,620	\$ -	\$ 69,300	\$ 542,087
OVERALL TOTALS		\$ 578,447	\$ 17,900	\$ 21,780	\$ -	\$ 11,200	\$ 29,620	\$ -	\$ 80,500	\$ 658,947

**2022/2023 Blended
Providence Infrastructure
Schedule of Billing Rates**

Position <u>Classification</u>	<u>Project Rate</u>
Administration I	\$82.25
Administration II	\$109.66
Administration III	\$148.04
CADD I	\$80.35
CADD II	\$117.44
Senior Designer I	\$138.77
Senior Designer II	\$153.61
Resident Project Representative I	\$110.66
Resident Project Representative II	\$139.65
Data Analyst	\$72.63
Asset Management Specialist I	\$107.67
Asset Management Specialist II	\$140.57
GIS Specialist	\$133.09
Engineering Intern	\$67.29
Staff Engineer I	\$98.70
Staff Engineer II	\$120.33
Staff Engineer III	\$135.98
Staff Engineer IV	\$152.03
Senior Engineer I	\$164.87
Senior Engineer II	\$181.38
Senior Engineer III	\$194.40
Senior Engineer IV	\$208.10
Principal I	\$225.06
Principal II	\$235.15

Notes:

1. Position classifications listed above refer to PIC's standardized classification system for employee compensation.
2. The hourly rates shown above are for services through completion of the Project's design phase and are subject to annual revision after that date.
3. Non-exempt personnel will be billed at 1.5 times hourly rate and exempt personnel will be billed at the standard hourly rate for any overtime.
4. Expenses will be billed at actual cost and business mileage will be billed at the current Federal mileage reimbursement rate.

EXHIBIT C
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)

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.

North Weld County Water District

John Riippa, National Account Executive



Why KorTerra?

- Industry founder: 30 years' experience
- 1,100+ customers
- 98% client retention
- Scalability to support millions of tickets/individual client
- Capabilities to specifically support utility owners and operators
- Client centric support and implementation model



Agenda



| Pricing Proposal Review



| Feedback, Project Timeline and Mutual Action Plan Review

Recap of Business Goals and Project Requirements

- Team is receiving and completing roughly 11,000 tickets annually using WebTMS product that is being sunset, and the team needs to find a new vendor of choice
- In the morning, the team sorts through the tickets and divvy up the tickets between to two locators. One works west of highway 85 the other east
- Brent has begun taking photo evidence of their large transmission lines, but would like to start incorporating photo taking on all locates
- There are areas of low, or no-connectivity in North Weld's service area. It would be advantages to have the ability to work and complete tickets in a low connectivity area
- After hours workflow could be improved. Currently have 12 personnel rotate the after-hours responsibilities
- Would like to move forward with deciding on a new system soon, but need to better understand the budgeting parameters
- Areas of interest: Off-line mode, facility mapping, and text notifications

Pricing Review



KorTerra Solution	Ticket Volume	Per Unit Cost	Estimated Annual Cost
KorTerra	11,000 Tickets	\$.32 / Ticket	\$6,825
KorTerra Solution Training	4 Hours of training		\$840 (One time fee)
One-Time Implementation Fee	Dedicated Project Manager responsible for configuring your environment to support your contractor interface and your facility mapping integration.		\$1,475 (One time fee)

Offering Details:

Three-year agreement where ticket volume guarantees the per ticket rate. Clients can secure a lower per ticket rate at higher volumes. Ticket volume estimate creates your annual price which you have a 90% minimum commitment. Pricing is good for 90 days until date, year.

Pricing Review



KorTerra Solution Investment	Ticket Volume	Annual Subscription
2022	11,000 Tickets	\$9,140 (Includes training and implementation)
2023	11,000 Tickets	\$6,825
2024	11,000 Tickets	\$6,825

November Implementation Promotion:

Receive 30% off your implementation price which would save you \$485 and bring your implementation fee.

KorTerra Offering – What's Included



Locate Management PLUS	Productivity Management
Rule-Based Routing	Ticket Screening
Ticket Splitting	Facility Mapping
Response Management	Map-Based Routing
Ticket API (inbound)	KorTerra Field App
OCC PRS	Two-way Contractor Interface
Visual Evidence	Automated Screening
Geocoding	KorTerra Billing & Time Tracking
Custom Reporting	Customer Success Manager
Automated Action Workflow	
Custom Due Dates	

Intro to Your Implementation Project Team



Implementation specialists with extensive damage prevention and GIS experience



Erik Chamberlain: Manager of Implementation and Training

Erik has more than 20 years of experience at KorTerra and in the damage prevention industry. He oversees the customer implementation and training department and provides additional subject matter expertise and oversight to ensure your project objective is achieved in a timely fashion.



Jacob Cabbage: Implementation Project Manager

Jacob is tasked with owning all aspects of your system configuration including the project management aspect of ensuring your rollout GoLive meets your timing objectives.

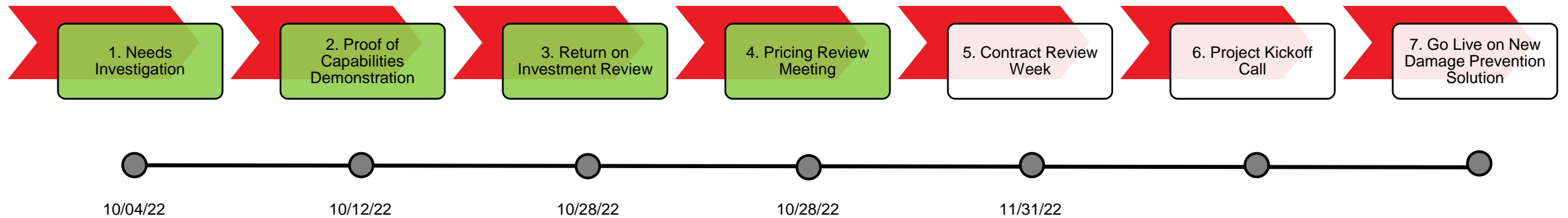


Dan Cahoon: GIS Specialist

Dan has spent the past three years at KorTerra in our Project Management team helping support clients with their specific GIS needs. Prior to working at KorTerra, he worked at CenterPoint Energy as a GIS technician. Dan holds a Master of Science in Geographic Information Systems.

Selection Process

Proposed Timeline Mutual Action Plan





KorTerra Services Billing Authorization

North Weld County Water District agrees to purchase KorTerra Locate Management features from KorTerra listed below. Support and maintenance are included in the ticket fees listed below. Annual Ticket Volume Estimates are: 12,500

Product/Service	Price	Minimum Usage Fee	Est. Total
KorTerra Locate Management PLUS Services & Productivity Management Standard Services	\$0.29 per locate	\$6,825 per year	\$6,825 per year
			Total: \$6,825

KorTerra Onetime Setup Fees	
KorTerra Onetime Setup Fees	\$990
Virtual Client Training \$840 per Half Day	\$840
Total One Time Fees	\$1,830

The term of this Agreement shall be for an initial period of thirty-six (36) months from the execution date of this Agreement. Thereafter, this Agreement shall automatically renew for additional thirty-six (36) month periods, unless either party terminates this Agreement with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent renewal period. Any attempt to terminate this agreement prior to the expiration will result in an Early Termination Fee. The "Early Termination Fee" shall be determined by multiplying, the number of months remaining in the Term of this Agreement, or any renewals thereof, by the larger of the previous year's invoice or the minimum amounts listed.

Ticket is defined as any transmission to KorTerra Locate Management from a One Call Center or a manually created ticket generated by you in KorTerra Locate Management. The Services will be invoiced in advance of the year term. Ticket Volume is based on an estimate of usage from the previous year. If the actual ticket count is less than the previous year a credit is applied to the invoice not to fall below the minimum. If the actual ticket count is greater than the previous year, then this overage total is multiplied by the per ticket rate and applied to the invoice cost. Please note any payment received via wire will incur a \$40 service charge.

Pricing is valid for 60 days. Please e-mail the signed billing authorization form to sales@korterra.com.

KorTerra offers its clients a 30-day guarantee. If Client terminates the KorTerra Services within the first 30 days from the date the KorTerra Services are made available, then Client agrees to only pay for the One Time Set Up Fees performed and not the KorTerra Service fees.

Billing Contact Information:

Contact Name:	<u>Bernie Frias</u>	Phone Number:	<u>970-356-3020</u>
Title:	<u>Office Manager</u>	Will payment be submitted via wire?	<u>No</u>
E-mail:	<u>bernief@nwcwd.org</u>	Special Billing Instructions:	
Street:	<u>P.O. Box 56</u>		
		Sales Tax Exempt <input checked="" type="radio"/> Y <input type="radio"/> N	If Y, please include exemption certificate
City, State Zip:	<u>Lucerne, CO 80646</u>	PO Required <input checked="" type="radio"/> Y <input type="radio"/> N	PO Number:

AGREED TO:

Client:


Signed: 

Print Name: Eric Reckentine

Title: District Manager

Date: 10/31/2022

KorTerra, Inc.:

Signed: 

Print Name: Mitchell Stendal

Title: President

Date: 11/1/2022

Internal Use Only:

October 28, 2022



KorTerra Services Billing Authorization

KW Partner State:

New Customer (Y/N):

Customer ID: _____

Sales Exec: John Riippa

Attachment A

Task Order No. 5 Water Court Opposition Support November 2, 2022

This Task Order sets forth the terms and conditions of services to be completed pursuant to communications between ELEMENT and CLIENT and serves to amend Attachment A to the Master Consulting Agreement between our firms dated October 21, 2019.

Scope of Services

ELEMENT is providing water resources services to CLIENT to support the review of water court applications in which CLIENT is an objector. The following is a summary of assumptions and general information about tasks to be completed under this Task Order, based on our understanding of the project and previous experience with similar projects.

- Review the applications, draft decrees, and engineering performed by the applicants.
- Assist CLIENT in preparing comments to the applicants.
- Assist CLIENT in preparing expert disclosures.
- Assist CLIENT in negotiating with the applicants regarding appropriate terms and conditions.
- Other tasks requested by CLIENT in connection with the water court process.

Additional services may be provided if authorized by CLIENT in writing and paid by CLIENT, as provided in the Agreement, in addition to the compensation for ELEMENT's services described above.

Deliverables and Project Schedule

The deliverables and associated deadlines for preparing the deliverables will be as mutually agreed to by ELEMENT and CLIENT.

All deliverables, as well as participation in phone/conference calls, meetings, and communication via email, will be provided in a timely manner to meet critical deadlines and mutually agreed upon schedules. We are available to begin working on this project upon execution of the Agreement.

Fee Schedule

The budget estimate for the tasks described in the Scope of Services section above is \$30,000.00, based on the hourly rates described below. This budget estimate will include the period from November 2022 through December 2023.

Payments for our services are based on the actual time spent on CLIENT's behalf and are measured by standard hourly rates based upon a 40-hour work week. Our current hourly rates are as follows:

Professional Services	Hourly Rate
Administrative	\$75.00
Staff Engineer/Hydrologist	\$140.00
Project Engineer/Hydrologist	\$160.00
Senior Engineer/Hydrologist	\$185.00
Project Manager	\$195.00
Senior Project Manager	\$205.00

Overtime, rush, and holiday work necessitated by CLIENT's directive is billed at an additional \$55 per hour. Sub-consultants to ELEMENT are billed at cost plus five percent. ELEMENT reserves the right to adjust the hourly rates annually.

If scope changes or project specifications cause an increase or decrease in services, an equitable adjustment shall be made to ELEMENT's compensation and this Agreement shall be modified by change order accordingly. ELEMENT will treat as a change order any written or oral order (including directions, instructions, interpretations, or

determinations) from CLIENT which requests changes in the services. ELEMENT will provide CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes part of this Agreement. If during the term of this Agreement material circumstances or conditions come to exist that were not originally contemplated by or known to a party, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, either party may call for renegotiation of appropriate portions of this Agreement. Each party shall notify the other party of the changed conditions necessitating renegotiation, and the parties shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, either party may then terminate this Agreement.

CLIENT

ELEMENT Water Consulting, Inc.

By: _____
Signature & Title

By: _____
Beorn A. Courtney, P.E., President

Date: _____

Date: _____

SECTION 00 63 63

CHANGE ORDER

Project: Eaton Pipeline Project (Phase 2)

Date of Issuance: ___/___/2022

Owner: North Weld County Water District

Change Order No.: 01

Address: 32825 WCR 39
Lucerne, CO 80646

Contractor: Connell Resources **Construction Manager:** Roland Tremble

You are directed to make the following changes in the Contract Documents:

Per direction from NWCWD via e-mail on 10/10/2022, furnish and install 30-inch PVC (C900) pipe as shown on the drawings for ESI No. 01A (attached) instead of the 36-inch ductile iron pipe shown on the Final for Construction drawings. Other changes associated with the change in pipe size and material are reflected on the ESI No. 01A Drawings.

Description:

NWCWD has elected to change pipe size and material. Change Order No. 01 reflects the change to the contract price. Other Work items are affected, as well as the corresponding Bid Prices. Of the 106 original Bid Items, 92 Items remain unchanged in cost since they are not directly tied to the change in pipe size/material. 10 Items result in cost deductions due to the smaller line pipe size and the lack of need for cathodic protection for a plastic (PVC) pipeline. The remaining 4 Items result in cost additions having to do with the different pipe size and material as well as difference in cost from ductile iron pipe restraints to PVC pipe restraints.

Purpose of Change Order:


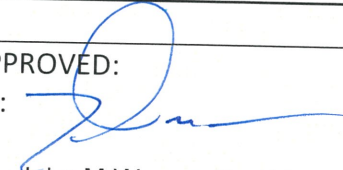
Adjust the contract price; no adjustment to the contract times/dates is proposed.

Attachments (List Documents Supporting Change):

- 1) Summary Change Order Quotation from Connell, dated 11/02/2022, 1 pg.
- 2) Itemized Change Order Quotation from Connell, dated 11/02/2022, 4 pp.
- 3) ESI No. 01A, dated 10/18/2022, 18 pp. (including drawings).

Appropriations have been made and are available for this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: \$7,136,142.60	Original Contract Time: Substantial Completion: 03/31/2024 Ready for Final Payment: 04/30/2024
Previous Change Orders: No. <u>N/A</u> to No. <u>N/A</u> \$0.00	Net Change from Previous Change Order: Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
Contract Price Prior to this Change Order: \$7,136,142.60	Contract Time Prior to this Change Order: Substantial Completion: 03/31/2024 Ready for Final Payment: 04/30/2024
Net Increase of this Change Order: \$19,588.00	Net Increase of this Change Order: Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
Net Decrease of this Change Order: \$0.00	Net Decrease of this Change Order: Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
Net Change of this Change Order: \$19,588.00	Net Change of this Change Order: Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
Contract Price with all Approved Change Orders: \$7,155,730.60	Contract Time with all Approved Change Orders: Substantial Completion: 03/31/2024 Ready for Final Payment: 04/30/2024

RECOMMENDED: By: 	APPROVED: By:	APPROVED: By:  John M Warren, President November 4 2022
Engineer	Owner	Contractor

ATTACHMENT 1

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191



CHANGE ORDER QUOTATION

Date: 11/2/2022

Submitted To: North Weld County Water District	Bid Title: Eaton Pipeline Phase 2
Address: PO Box 56 Lucerne, CO 80646 USA	Bid Number: COR 1 Sumarized Addendum: ESI 1
Contact: Eric Reckentine	Project Location: WCR 72 Between WCR 29 And 33
Phone: Fax:	Project City, State: Eaton, CO
	Engineer/Architect:

We offer for your consideration the following Change Order Quotation which, if accepted, shall constitute a modification to the contract between us.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
COR 1	CHanges Per ESI #1 Changing From 36" DIP To 30" PVC To Allow For Material Availability	1.00	LS	\$19,588.00	\$19,588.00
Total Bid Price:					\$19,588.00

Notes: • Change order request based on ESI #1 which changed pipe size and type

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Sponsor: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Connell Resources, Inc. Authorized Signature: _____ Estimator: Roland Tremble (970) 215-8897 rtremble@connellresources.com
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Eaton Pipeline Phase 2 Page 1 of 1

ATTACHMENT 2

Connell Resources, Inc.
 7785 Highland Meadows Pkwy, #100
 Fort Collins, CO 80528
 Phone: (970) 223-3151
 Fax: (970) 223-3191



CHANGE ORDER QUOTATION

Date: 11/2/2022

Submitted To: North Weld County Water District Address: PO Box 56 Lucerne, CO 80646 USA Contact: Eric Reckentine Phone: Fax:	Bid Title: Eaton Pipeline Phase 2 Bid Number: COR 1 Itemized Addendum: ESI #1 Project Location: WCR 72 Between WCR 29 And 33 Project City, State: Eaton, CO Engineer/Architect:
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We offer for your consideration the following Change Order Quotation which, if accepted, shall constitute a modification to the contract between us.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-104)	1.00	LS	\$240,000.00	\$240,000.00
2	Clearing and Grubbing	1.00	LS	\$38,000.00	\$38,000.00
3	Construction Traffic Control	1.00	LS	\$58,000.00	\$58,000.00
4	Construction Surveying	1.00	LS	\$18,000.00	\$18,000.00
5	Field Quality Control Testing	1.00	LS	\$24,000.00	\$24,000.00
6	Dewatering	1.00	LS	\$220,000.00	\$220,000.00
7	Erosion and Sedimentation Control	1.00	LS	\$69,000.00	\$69,000.00
8	Remove and Reset Guy Wire	2.00	EACH	\$3,100.00	\$6,200.00
9	Remove and Reset Existing Steel Fence – LetRBuck, LLC	80.00	LF	\$43.00	\$3,440.00
10	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – LetRBuck, LLC	190.00	LF	\$7.40	\$1,406.00
11	Install and Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	1.00	EACH	\$1,800.00	\$1,800.00
12	Remove and Reset Existing Steel Fence – 35321 Estate, LLC	80.00	LF	\$43.00	\$3,440.00
13	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – 35321 Estate, LLC	1,764.00	LF	\$6.80	\$11,995.20
14	Install and Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	1.00	LS	\$1,800.00	\$1,800.00
15	Remove and Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	80.00	LF	\$9.85	\$788.00
16	Install and Remove Temporary 3-Strand Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	316.00	LF	\$7.40	\$2,338.40
17	Tie-in to Phase 0 (Sta. 200+00)	1.00	LS	\$10,000.00	\$10,000.00
18	East Terminus Tie-in at WCR- 33	1.00	LS	\$8,000.00	\$8,000.00
19	Sheet Piling at East Terminus	40.00	LF	\$730.00	\$29,200.00
20	Pipe - 30-Inch PVC Pressure Class 200 With Push-On Joints	7,908.00	LF	\$400.00	\$3,163,200.00
21	Pipe - 30-Inch PVC Pressure Class 200 With Restrained Joints	3,328.00	LF	\$560.00	\$1,863,680.00
22	Pipe – 8-inch DI Special Thickness Class 52 with Restrained Joints	3.00	LF	\$1,100.00	\$3,300.00
23	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	4.00	EACH	\$2,400.00	\$9,600.00
24	Blow-off Assembly - 12-Inch	1.00	EACH	\$24,000.00	\$24,000.00
25	Blow-off Assembly - 8-Inch	1.00	EACH	\$16,000.00	\$16,000.00
26	Dual Body Air Valve W/MH Off 36-Inch Main	1.00	EACH	\$27,000.00	\$27,000.00
27	Fitting – 30-Inch X 30-Inch MJ Reducer	0.00	EACH	\$11,000.00	\$0.00
28	Fitting - 30-Inch – 11.25° DI Elbow With MJs	1.00	EACH	\$9,600.00	\$9,600.00
29	Fitting - 30-Inch - 45° DI Elbow With MJs	20.00	EACH	\$10,000.00	\$200,000.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
30	Fitting - 30-Inch - 90° DI Elbow With MJs	8.00	EACH	\$11,000.00	\$88,000.00
31	Fitting - 30-Inch - Cap/Plug With Restrained MJs	1.00	EACH	\$6,600.00	\$6,600.00
32	Fitting - 8-Inch x 8-Inch DI Tee with MJs	2.00	EACH	\$1,400.00	\$2,800.00
33	Fitting - 8-Inch - 90° DI Elbow with MJs	1.00	EACH	\$1,100.00	\$1,100.00
34	Fitting - 8-Inch - 45° DI Elbow with MJs	1.00	EACH	\$1,100.00	\$1,100.00
35	Valve - 30-Inch Butterfly with MJs (Buried)	4.00	EACH	\$21,000.00	\$84,000.00
37	Valve - 8-Inch Gate with MJs	3.00	EACH	\$3,800.00	\$11,400.00
38	Gas Line Crossing (Sta. 206+39±)	1.00	LS	\$2,300.00	\$2,300.00
39	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	1.00	LS	\$22,000.00	\$22,000.00
40	Gas Line Crossing (Sta. 227+91±)	1.00	LS	\$2,300.00	\$2,300.00
41	Gas Line Crossing (Sta. 242+55±)	1.00	LS	\$31,000.00	\$31,000.00
42	Gas Line Crossing (Sta. 242+75±)	1.00	LS	\$31,000.00	\$31,000.00
43	Gas Line Crossing (Sta. 242+99±)	1.00	LS	\$31,000.00	\$31,000.00
44	Gas Line Crossing (Sta. 245+12±)	1.00	LS	\$2,300.00	\$2,300.00
45	Gas Line Crossing (Sta. 245+26±)	1.00	LS	\$2,300.00	\$2,300.00
46	Gas Line Crossing (Sta. 245+37±)	1.00	LS	\$2,300.00	\$2,300.00
47	Waterline Crossing (Sta. 245+41±)	1.00	LS	\$2,300.00	\$2,300.00
48	Comms. Line Crossing (Sta. 245+42±)	1.00	LS	\$2,300.00	\$2,300.00
49	Comms. Line Crossing (Sta. 245+46±)	1.00	LS	\$2,300.00	\$2,300.00
50	Comms. Line Crossing (Sta. 253+44±)	1.00	LS	\$2,300.00	\$2,300.00
51	Waterline Crossing (Sta. 253+45±)	1.00	LS	\$2,300.00	\$2,300.00
52	Gas Line Crossing (Sta. 253+83±)	1.00	LS	\$2,300.00	\$2,300.00
53	Gas Line Crossing (Sta. 254+12±)	1.00	LS	\$2,300.00	\$2,300.00
54	Irrigation Line Crossing (Sta. 255+08±)	1.00	LS	\$2,300.00	\$2,300.00
55	Gas Line Crossing (Sta. 256+49±)	1.00	LS	\$2,300.00	\$2,300.00
56	Waterline Crossing (Sta. 256+58±)	1.00	LS	\$2,300.00	\$2,300.00
57	Gas Line Crossing (Sta. 256+75±)	1.00	LS	\$2,300.00	\$2,300.00
58	Gas Line Crossing (Sta. 256+79±)	1.00	LS	\$2,300.00	\$2,300.00
59	Gas Line Crossing (Sta. 278+20±)	1.00	LS	\$2,300.00	\$2,300.00
60	Gas Line Crossing (Sta. 284+52±)	1.00	LS	\$2,300.00	\$2,300.00
61	Comms. Line Crossing (Sta. 284+62±)	1.00	LS	\$2,300.00	\$2,300.00
62	Gas Line Crossing (Sta. 284+72±)	1.00	LS	\$2,300.00	\$2,300.00
63	Waterline Crossing (Sta. 284+80±)	1.00	LS	\$2,300.00	\$2,300.00
64	Gas Line Crossing (Sta. 285+37±)	1.00	LS	\$2,300.00	\$2,300.00
65	Gas Line Crossing (Sta. 302+71±)	1.00	LS	\$2,300.00	\$2,300.00
66	Irrigation Line Crossing (Sta. 303+60±)	1.00	LS	\$2,300.00	\$2,300.00
67	Electric Line Crossing (Sta. 303+62±)	1.00	LS	\$2,300.00	\$2,300.00
68	Gas Line Crossing (Sta. 311+49±)	1.00	LS	\$2,300.00	\$2,300.00
69	Waterline Crossing (Sta. 312+31±)	1.00	LS	\$2,300.00	\$2,300.00
70	Comms. Line Crossing (Sta. 312+37±)	1.00	LS	\$2,300.00	\$2,300.00
71	West Lucas Lateral Ditch Crossing, Open Cut	1.00	LS	\$11,000.00	\$11,000.00
72	East Lucas Lateral Ditch Crossing, Open Cut	1.00	LS	\$11,000.00	\$11,000.00
73	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	1.00	LS	\$6,500.00	\$6,500.00
74	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	60.00	LF	\$730.00	\$43,800.00
75	Flow Fill (WCR-72, Sta. 245+29)	175.00	CY	\$140.00	\$24,500.00
76	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	55.00	LF	\$760.00	\$41,800.00
77	Asphalt - Remove and Replace (WCR-31, Sta. 253+70)	18.00	CY	\$780.00	\$14,040.00
78	Flow Fill (WCR-31, Sta. 253+70)	166.00	CY	\$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	60.00	LF	\$730.00	\$43,800.00
81.5	Asphalt Remove And Replace WCR 72 (Sta. 284+82)	6.40	CY	\$1,000.00	\$6,400.00

Eaton Pipeline Phase 2 Page 2 of 4

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
80	Flow Fill (WCR-72, Sta. 256+68)	157.00	CY	\$140.00	\$21,980.00
81	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	104.00	LF	\$650.00	\$67,600.00
79.5	Asphalt Remove And Replace WCR 72 (Sta. 256+68)	6.40	CY	\$1,000.00	\$6,400.00
82	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	206.00	CY	\$140.00	\$28,840.00
83	Road Crossing, Open Cut At WCR 33 (Sta. 311+13± To Sta. 312+30±) With 54" FRPM Casing	117.00	LF	\$630.00	\$73,710.00
84	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	15.00	CY	\$900.00	\$13,500.00
85	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	173.00	CY	\$140.00	\$24,220.00
86	Pre-Construction Topographical Survey, Hardesty Revocable Trust Irrigation Pond Fill Area	1.00	LS	\$1,800.00	\$1,800.00
87	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	1.00	LS	\$1,800.00	\$1,800.00
88	Dredging and Haul-Off – Hardesty Revocable Trust Irrigation Pond	86.00	CY	\$45.50	\$3,913.00
89	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	1.00	LS	\$45,000.00	\$45,000.00
90	Site Restoration, Letrbuck (Sta. 225+90± To Sta. 227+32±)	1.00	LS	\$2,000.00	\$2,000.00
91	Site Restoration, 39321 Estate (Sta. 227+32± To Sta. 244+99±)	1.00	LS	\$35,000.00	\$35,000.00
92	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	1.00	LS	\$5,600.00	\$5,600.00
93	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	1.00	LS	\$10,000.00	\$10,000.00
94	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	1.00	LS	\$5,600.00	\$5,600.00
95	Site Restoration, Long Meadow Farm (Sta. 254+03± To Sta. 256+39±)	1.00	LS	\$3,400.00	\$3,400.00
96	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	1.00	LS	\$5,600.00	\$5,600.00
97	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± To Sta. 284+46±)	1.00	LS	\$55,000.00	\$55,000.00
98	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	1.00	LS	\$5,600.00	\$5,600.00
99	Site Restoration, Anderson (Sta. 285+06± To Sta. 311+82±)	1.00	LS	\$31,000.00	\$31,000.00
100	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	1.00	LS	\$5,600.00	\$5,600.00
101	Cathodic Protection and Joint Bonding	0.00	LS	\$260,000.00	\$0.00
102	Pressure Testing	1.00	LS	\$13,000.00	\$13,000.00
103	Disinfection	1.00	LS	\$20,000.00	\$20,000.00
104	Record Drawings	1.00	LS	\$3,000.00	\$3,000.00
00	Credit Original 36" DIP Contract	-1.00	LS	\$7,136,142.60	(\$7,136,142.60)
				Total Bid Price:	\$19,588.00

Notes: • Change order request based on ESI #1 which changed pipe size and type

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Sponsor: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Connell Resources, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Roland Tremble (970) 215-8897 rtremble@connellresources.com</p>
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ATTACHMENT 3



ENGINEERING SUPPLEMENTAL INFORMATION (ESI)

NWCWD EATON PIPELINE PROJECT (PHASE 2)	PIC PROJECT NO: 171016.12-002
ESI NO.: 01A	
ESI DESCRIPTION: Revised Drawings	

ESI Information	
Type: <input type="checkbox"/> Site Visit Notes <input checked="" type="checkbox"/> Drawing Revisions <input type="checkbox"/> Specification Revision <input type="checkbox"/> Other: Additional Services	
Specification Number(s): N/A	
Drawing Number(s): All of them	
Prepared by: Darin Pytlík	Date Prepared: 10/17/2022
Reviewed by: Darin Pytlík	Date Transmitted: 10/18/2022

ESI Description
<ol style="list-style-type: none">1. Refer to the attached, revised drawings reflecting the change from 36-inch ductile iron pipe to 30-inch AWWA C900 (DR18) pipe, per NWCWD's direction.2. Other associated information has been updated, as well.3. The attached Drawings, stamped ESI NO. 01A - FOR CONSTRUCTION - 10/10/2022, supersede previous versions of the Drawings, e.g., the Final for Bid Drawings dated 06/24/2022 and the Final for Construction Drawings dated 09/12/2022.

NORTH WELD COUNTY WATER DISTRICT EATON PIPELINE PROJECT

(PHASE 2)
 PREPARED FOR



LOCATION MAP
 SCALE: NTS



VICINITY MAP
 SCALE: NTS



DISTRICT MANAGER
 ERIC RECKENTINE

PREPARED BY



PROJECT MANAGER
 DARIN PYTLIK, P.E.
 PROVIDENCE PROJECT NO.
 171016.16-141-020

DRAWING LIST		
SHEET	DRAWING	DESCRIPTION
GENERAL		
1	G-001	COVER SHEET, DRAWING LIST, & VICINITY MAP
2	G-002	GENERAL NOTES
3	G-003	LEGEND AND SUBSURFACE UTILITY ENGINEERING NOTES
CIVIL		
4	C-001	SHEET INDEX AND BOREHOLE LOCATION MAP
5	C-221	PLAN AND PROFILE - WATERLINE STA 200+00 TO STA 212+00
6	C-222	PLAN AND PROFILE - WATERLINE STA 212+00 TO STA 225+00
7	C-223	PLAN AND PROFILE - WATERLINE STA 225+00 TO STA 238+00
8	C-224	PLAN AND PROFILE - WATERLINE STA 238+00 TO STA 251+00
9	C-225	PLAN AND PROFILE - WATERLINE STA 251+00 TO STA 264+00
10	C-226	PLAN AND PROFILE - WATERLINE STA 264+00 TO STA 274+00
11	C-227	PLAN AND PROFILE - WATERLINE STA 274+00 TO STA 288+00
12	C-228	PLAN AND PROFILE - WATERLINE STA 288+00 TO STA 300+00
13	C-229	PLAN AND PROFILE - WATERLINE STA 300+00 TO STA 312+36
14	C-501	WATERLINE DETAILS
15	C-502	WATERLINE DETAILS
16	C-503	WATERLINE DETAILS
17	C-504	CATHODIC PROTECTION DETAILS

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 200 PLAZA DRIVE, SUITE 200
 HIGHLANDS RANCH, CO 80129
 (303) 967-0035
 www.providenceci.com



ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022

REVISION	DESCRIPTION OF REVISION	REVISION
10/10/22	EB 17 A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTLIK



VERIFY SCALE
 1" = 100' HORIZ.
 1" = 10' VERT.
 ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE

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

COVER SHEET, DRAWING LIST,
 & VICINITY MAP

PROJECT: 171016.16-141-020
DRAWN BY: R. THORNTON
DESIGNED: M. CHARPILLAT
APPROVED BY: D. PYTLIK
SHEET: 1 OF 17
DRAWING: G-001

LEGEND:

LINETYPES

SIZE IN INCHES → XXXX → SIZED UTILITY
 QUALITY LEVEL INDICATOR (QUALITY LEVEL B IF NOT INDICATED)

UTILITY TYPE → XXXX → NON-SIZED UTILITY
 QUALITY LEVEL INDICATOR (QUALITY LEVEL B IF NOT INDICATED)

TYPE

- CATV → CABLE TV
- DR → DRAIN
- FM → FORCE MAIN
- FO → FIBER OPTIC
- G → GAS
- GS → GAS SERVICE
- IRI → IRRIGATION
- OHE → OVERHEAD ELECTRICAL
- OHT → OVERHEAD TELEPHONE
- OHJ → OVERHEAD UTILITY
- PWE → POTABLE WATER
- SD → STORM DRAIN
- SS → SANITARY SEWER
- E → UNDERGROUND ELECTRIC
- UST → UNDERGROUND TELEPHONE
- W → WATER
- WM → WATER MAIN
- WS → WATER SERVICE

—○—○— FENCE LINE (CHAIN LINK)

—X—X— FENCE LINE (BARBED WIRE)

— — — — — EDGE OF GRAVEL

— — — — — CREEK OR RIVER FLOWLINE

— — — — — PROPERTY

— — — — — SECTION

— — — — — RIGHT-OF-WAY

— — — — — EASEMENT, TEMPORARY OR PERMANENT

— — — — — CONTOURS

—LOC—LOC— LIMITS OF CONSTRUCTION

EXISTING

PROPOSED

- ⊕ TELEPHONE PEDESTAL
- ⊖ POWER POLE
- ⊘ GATE
- ⊙ SURVEY CONTROL POINT
- PHI POTHOLE
- ⊕ BOREHOLE (GEO TECHNICAL)

REFERENCE

1- DETAIL NUMBER

1-101- DWG. NO. ON WHICH SECTION IS SHOWN
 A DASH - INDICATES SECTION IS SHOWN ON THE SAME SHEET

SECTION LETTER

1-101- DWG. NO. ON WHICH SECTION IS SHOWN
 A DASH - INDICATES SECTION IS SHOWN ON THE SAME SHEET

DETAIL NUMBER

A SECTION

DWG. NO. ON WHICH DETAIL IS SHOWN, A DASH - INDICATES DETAIL IS SHOWN ON THE SAME SHEET

SCALE: NTS

SUBSURFACE UTILITY ENGINEERING NOTES

1. "QUALITY LEVEL A" DATA POINTS INDICATED BY SYMBOL (PH1)

2. ALL UTILITIES DEPICTED AT "QUALITY LEVEL B" UNLESS LABELED OTHERWISE AS "QLC" OR "QLD".

3. 811 ENGINEERING TICKET INFO FOR THIS PROJECT:

Ticket: B116101181-008
 Original Call Date: 09/10/21 Time: 12:34 PM
 Location By Date: 09/24/21 Time: 11:59 PM Meet: No
 State: CO County: WELD Place:
 Street: COUNTY ROAD 72
 Cross Street: COUNTY ROAD 35
 Lat/Long: 40.512440; -104.776563 40.512513; -104.731835
 40.507723; -104.776566 40.507796; -104.731828

Type of Work: ENGINEERING
 Explosives: No Directional Boring: No
 Location: FROM INTERSECT LOC E1 APX 3MI TO CR35 TO INCL 350' SWATH CENTERED ALONG CR-72 ENDING 2MI W/ "ACCESS OPEN"

Ticket: B116101181-009
 Original Call Date: 01/03/22 Time: 01:17 PM
 Location By Date: 02/14/22 Time: 11:59 PM Meet: No
 State: CO County: WELD Place:
 Street: COUNTY ROAD 39
 Cross Street: COUNTY ROAD 72
 Lat/Long: 40.511379; -104.794390 40.511649; -104.733063
 40.508546; -104.794377 40.508912; -104.733050

Type of Work: ENGINEERING
 Explosives: No Directional Boring: No
 Location: FROM INTERSECT LOC E1 APX 3MI TO CR35 TO INCL 350' SWATH ON BOTH SIDES OF CR72 "ACCESS OPEN"

QUALITY LEVEL DEFINITIONS

QUALITY LEVEL A: PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES. USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL AND VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15-MM VERTICAL AND TO APPLICABLE HORIZONTAL SURVEY AND MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

QUALITY LEVEL B: INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS.

QUALITY LEVEL C: INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

QUALITY LEVEL D: INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

POTHOLE DATA TABLE

PH #	Approx. Station	Pothole Date	Utility Owner	Utility Type	Utility Size (in.)	Utility Material	Depth from Ground to Top (ft.)	Top of Utility Elevation	Bottom of Utility Elevation	Northing	Easting	Surface Elevation	Notes
1	227+91	2/1/2019	DCP	Gas	3.00	Steel	3.50	4816.80	4816.55	1429959.88	3200496.32	4820.30	
2	242+55	2/1/2019	Kinder Morgan	Gas	24.00	Steel	6.20	4835.41	4833.41	1429905.62	3201852.56	4841.61	
3	242+76	2/1/2019	Kinder Morgan	Gas	22.00	Steel	5.00	4836.69	4834.86	1429906.54	3201872.81	4841.69	
4	242+99	2/1/2019	Kinder Morgan	Gas	24.00	Steel	7.58	4834.26	4832.26	1429907.32	3201897.12	4841.84	
n/a - crossing with no PH	245+12	n/a	DCP	Gas	6.00	Steel	5.40	4840.47	4839.97	n/a	n/a	n/a	Depth assumed from PH#20.
5	245+26	2/1/2019	DCP	Gas	8.00	Steel	3.90	4843.09	4842.42	1429859.17	3202058.28	4846.99	
6	245+37	2/1/2019	Atmos	Gas	2.00	PVC	2.80	4844.10	4843.93	1429844.23	3202058.53	4846.90	
7	245+41	2/1/2019	NWCWD	Water	2.00	PVC	5.45	4841.45	4841.28	1429844.64	3202058.53	4846.90	
8	245+42	2/1/2019	Century Link	Comm	0.25	Direct Bury	2.20	4844.25	4844.23	1429843.07	3202058.61	4846.49	
9	245+46	2/1/2019	Century Link	Comm	0.25	Direct Bury	2.40	4843.25	4843.23	1429839.10	3202058.88	4845.65	
10	253+45	2/1/2019	NWCWD	Water	3.00	PVC	5.25	4855.92	4855.67	1429796.64	3202823.90	4861.17	
11	253+83	2/1/2019	Xcel	H# Gas	8.00	Steel	4.75	4857.70	4857.03	1429798.19	3202861.72	4862.45	
12	254+12	2/1/2019	DCP	Gas	3.00	Steel	4.40	4857.78	4857.53	1429798.98	3202894.41	4862.18	
13	256+49	2/1/2019	Atmos	Gas	2.00	PVC	3.50	4858.66	4858.49	1429855.50	3203071.30	4862.18	
14	256+58	2/1/2019	NWCWD	Water	3.00	PVC	4.90	4857.18	4856.93	1429864.51	3203071.37	4862.08	
15	256+75	2/1/2019	DCP	Gas	8.00	Steel	4.20	4858.10	4857.43	1429860.68	3203070.43	4862.30	
n/a - crossing with no PH	256+79	n/a	DCP	Gas	6.00	Steel	5.40	4856.95	4856.35	n/a	n/a	n/a	Depth assumed from PH#20.
16	279+00	2/1/2019	DCP	Gas	3.00	PVC	3.90	4873.15	4872.90	1429947.61	3206171.30	4877.05	
17	286+39	2/1/2019	Noble	Gas	2.00	Steel	4.40	4819.62	4819.45	1429830.01	3198237.80	4824.02	
18	283+44	7/21/2021	Century Link	Phone	0.25	Direct Bury	3.10	4857.82	4857.80	1429798.12	3202822.36	4860.92	
19	285+08	7/21/2021	Privates	Irrigation	12.00	HDPE	3.70	4858.76	4857.76	1429799.64	3205969.82	4862.46	
20	284+62	9/21/2021	DCP	Gas	6.00	Steel	5.40	4880.60	4880.10	1429799.64	3205969.82	4862.46	
21	284+62	9/21/2021	Century Link	Phone	0.25	Direct Bury	3.20	4881.81	4881.79	1429910.60	3205967.09	4885.01	
22	284+72	9/21/2021	DCP	Gas	8.00	Steel	4.40	4881.65	4880.95	1429899.69	3205967.09	4885.05	
23	285+37	9/21/2021	DCP	Gas	8.00	Steel	4.30	4880.72	4880.05	1429834.82	3205979.88	4885.02	
24	n/a	9/21/2021	DCP	Gas	24.00	Steel	6.10	n/a	n/a	1429756.15	3205681.11	n/a	
25	309+03	9/21/2021	PDC	Gas	2.00	Steel	3.50	4882.67	4882.50	1429719.28	3207930.11	4886.17	
26	311+49	9/21/2021	DCP	Gas	6.00	Steel	2.80	4880.79	4880.29	1429709.96	3208168.15	4883.59	
27	312+37	9/21/2021	Century Link	Phone	0.25	Direct Bury	2.80	4879.95	4879.93	1429712.81	3208256.47	4882.75	
28	319+31	9/21/2021	NWCWD	Water	8.00	PVC	3.70	4879.68	4879.01	1429711.24	3208256.50	4883.38	
29	n/a	1/21/2022	DCP	Gas	24.00	Steel	6.60	n/a	n/a	1429785.77	3207020.80	n/a	
30	n/a	1/21/2022	DCP	Gas	24.00	Steel	6.60	n/a	n/a	1429786.72	3207185.61	n/a	
31	n/a	1/21/2022	DCP	Gas	24.00	Steel	6.40	n/a	n/a	1429787.75	3207277.31	n/a	
n/a - crossing with no PH	302+71	n/a	DCP	Gas	24.00	Steel	6.30	4882.92	4880.92	n/a	n/a	n/a	Depth assumed from PH# #31 & #32.
31	n/a	1/21/2022	DCP	Gas	24.00	Steel	6.20	n/a	n/a	1429753.71	3207405.30	n/a	

EXISTING UTILITY NOTES:

- APPROXIMATE LOCATIONS OF UTILITIES ARE SHOWN ON THE PLANS. THEY ARE TO BE USED FOR GENERAL INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE APPROPRIATE UTILITY COMPANY FIELD LOCATE ANY UTILITY INSTALLATIONS WHICH MIGHT BE AFFECTED BY CONSTRUCTION PRIOR TO BEGINNING WORK IN THAT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR RESTORING ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. DEPTHS AND ELEVATIONS OF UTILITIES ARE UNKNOWN UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL FIELD VERIFY UTILITY DEPTHS, ELEVATIONS, ANY DISCREPANCIES AND/OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- CONTACT THE OWNERS OF EACH CROSSED UTILITY A MINIMUM OF 14 DAYS PRIOR TO CROSSING TO ASCERTAIN ALL SPECIFIC REQUIREMENTS THAT MAY INVOLVE ADJUSTMENTS TO THE ALIGNMENT AND/OR PROFILE OF THE PROPOSED WATERLINES.
- CONTACT OWNERS OF OVERHEAD UTILITIES WITH POLES AND/OR GUY WIRES IN-CONFLICT WITH THE PROPOSED PIPELINE CONSTRUCTION TO COORDINATE TEMPORARY RELOCATIONS OR SUPPORT OF POLES AND/OR GUY WIRES, AS APPROPRIATE.

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 200 PLAZA DRIVE, SUITE 200
 HIGHLANDS RANCH, CO 80129
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 www.providenceinc.com

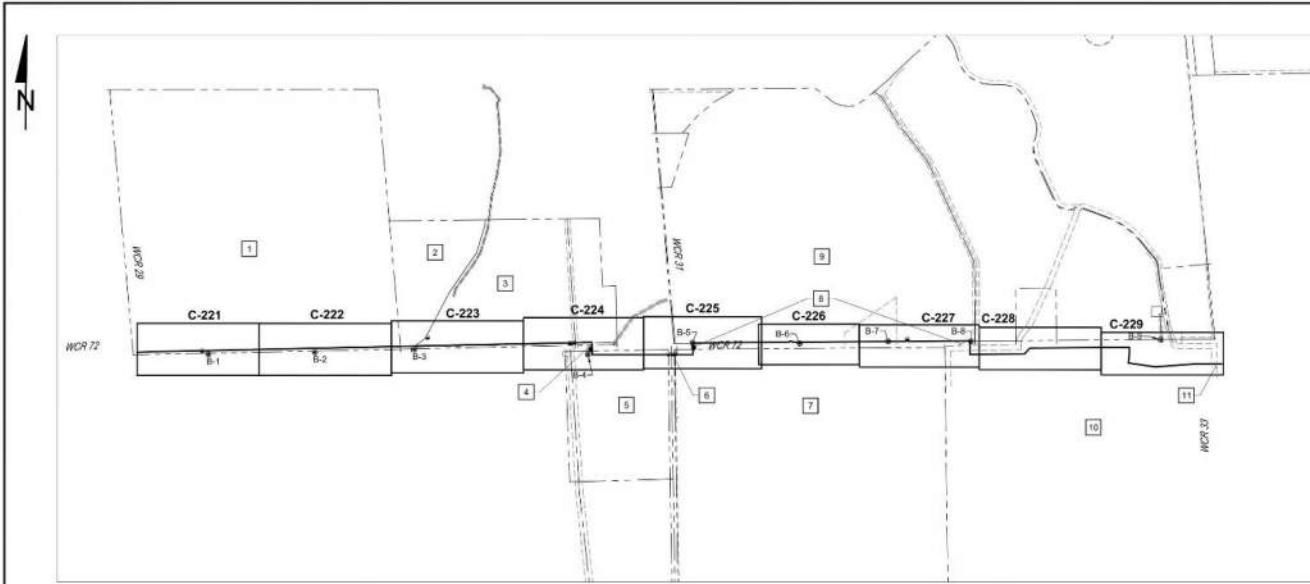
**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

VERY SCALE
 1" = 100'-0"
 1" = 100'-0"
 1" = 100'-0"

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

**LEGEND AND SUBSURFACE
 UTILITY ENGINEERING NOTES**

PROJECT: 171616-16-141-025
 DRAWING: E-1109-001
 DESIGNER: RICHARDSON
 APPROVED BY: D. PYTEK
 SHEET: 3 OF 17
 DRAWING: G-003



SHEET INDEX AND BOREHOLE LOCATION MAP
 SCALE: 1"=500'

PROPERTY OWNERS:

- 1 TWISTED C FARMS, LLC (P.O.C. BRAD COOK)
- 2 LETRBUCK, LLC (P.O.C. RICK DUMM)
- 3 35321 ESTATE, LLC (P.O.C. SHANE POWELL)
- 4 WCR 72 RW (P.O.C. WELD COUNTY)
- 5 TOP FIVE, INC. (P.O.C. PAT MCNEAR)
- 6 WCR 31 RW (P.O.C. WELD COUNTY)
- 7 LONG MEADOW FARM, LLC (P.O.C. CHUCK FELDPAUSCH)
- 8 WCR 72 RW (P.O.C. WELD COUNTY)
- 9 HARDESTY REVOCABLE TRUST (P.O.C. LES HARDESTY), SEE NOTE 1.
- 10 DON ANDERSON, LLC (P.O.C. CADE ANDERSON), SEE NOTE 2.
- 11 WCR 33 RW (P.O.C. WELD COUNTY)

BOREHOLE TABLE

DESCRIPTION	NORTHING	EASTING	EG ELEV
B-1	1429795.9860	3198300.1800	4824.2
B-2	1429814.4350	3199347.6940	4818.7
B-3	1429843.0530	3200325.3170	4819.6
B-4	1429793.8330	3202031.5470	4848.8
B-5	1429908.2760	3203060.0180	4862.0
B-6	1429800.7070	3204113.7680	4877.3
B-7	1429823.0740	3204983.4770	4879.2
B-8	1429823.7180	3205799.3010	4886.5
B-9	1429839.0000	3207863.0000	4895.8

LEGEND:

- PIPELINE ALIGNMENT
- B-1 BOREHOLE LOCATION

NOTES:

1. SALE OF THIS PARCEL TO LONG MEADOW FARM FROM HARDESTY WAS COMPLETE AT THE TIME OF ISSUANCE OF THESE DRAWINGS. CONTACT CHUCK FELDPAUSCH FOR THE HARDESTY AND LONG MEADOW FARM PARCELS.

CONSTRUCTION SCHEDULE TIME RESTRICTIONS:

PROPERTY/FEATURE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
1 TWISTED C FARMS	11/2 - 2/14	NO CONSTRUCTION FROM 2/15 - 11/1										11/2 - 2/14
2 LETRBUCK, LLC	11/2 - 3/1	NO CONSTRUCTION FROM 3/2 - 11/1										11/2 - 3/1
3 35321 ESTATE, LLC												1/1 - 12/31
4 WCR 72 RIGHT-OF-WAY												1/1 - 12/31
5 TOP FIVE, LLC	11/16 - 3/1	NO CONSTRUCTION FROM 3/2 - 11/15										11/16 - 3/1
6 WCR 31 RIGHT-OF-WAY												1/1 - 12/31
7 LONG MEADOW FARM, LLC												1/1 - 12/31
8 WCR 72 RIGHT-OF-WAY												1/1 - 12/31
9 HARDESTY REVOCABLE TRUST(NOTE 1)	11/2 - 2/14	NO CONSTRUCTION FROM 2/15 - 11/1										11/2 - 2/14
10 DON ANDERSON, LLC	11/16 - 3/1	NO CONSTRUCTION FROM 3/2 - 11/15										11/16 - 3/1
11 WCR 33 RIGHT-OF-WAY												1/1 - 12/31

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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

10/10/22	EB (1)A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK
REVISION	DESCRIPTION OF REVISION	REVISION BY

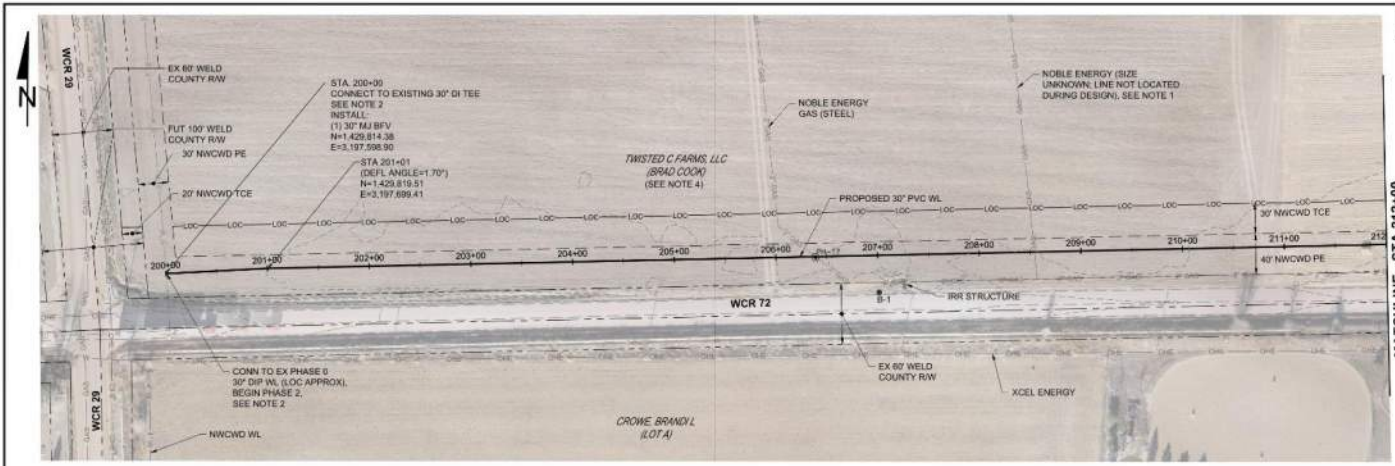


VERIFY SCALE
 1"=500'
 1"=1000'

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

SHEET INDEX AND BOREHOLE
 LOCATION MAP

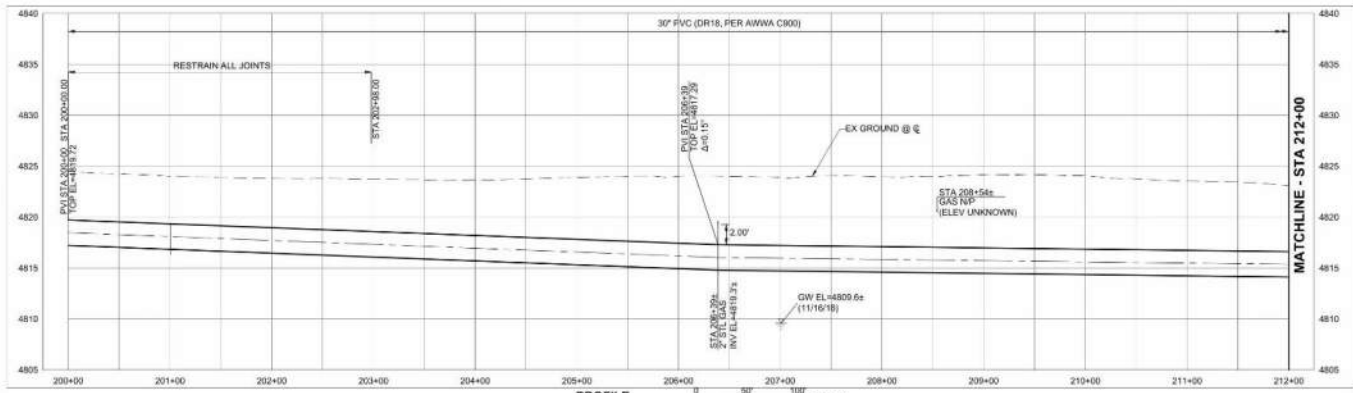
PROJECT	171016-10-141-025
DRAWN BY	RL TUPPER
DESIGNED	MC CHAPPEL
APPROVED BY	D. PYTEK
SHEET	4 OF 17
DRAWING	C-001



NO	STA	UTILITY	DEPTH	DATE	DEPTH	DEPTH
17	204+00	GAS	2	STEEL	NOISE	4.4

- NOTES:**
- SOME NOBLE LINES HAVE BEEN REMOVED. CONTRACTOR SHALL CONFIRM LOCATIONS OF ALL UTILITIES WITH B11 PRIOR TO CONSTRUCTION, AND INFORM ENGINEER IMMEDIATELY OF ANY CONFLICTS.
 - CONTRACTOR SHALL REMOVE 30-INCH MJ RESTRAINED END CAP FROM 30-INCH DI TEE INSTALLED DURING PHASE 1. CONTRACTOR SHALL FURNISH AND INSTALL A 30-INCH BUTTERFLY VALVE ALONG WITH ANY ACCESSORIES REQUIRED TO MAKE THE CONNECTION. PROPOSED 30' BIV SHALL BE LEFT BURIED. NOTHING SHALL BE EXPOSED ON THE SURFACE NOR WITHIN 24" OF THE SURFACE.
 - 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.

PLAN
 SCALE: 1"=50'



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

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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

NO	DATE	DESCRIPTION OF REVISION	BY	REVISION
10/10/22		EB IF A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK	

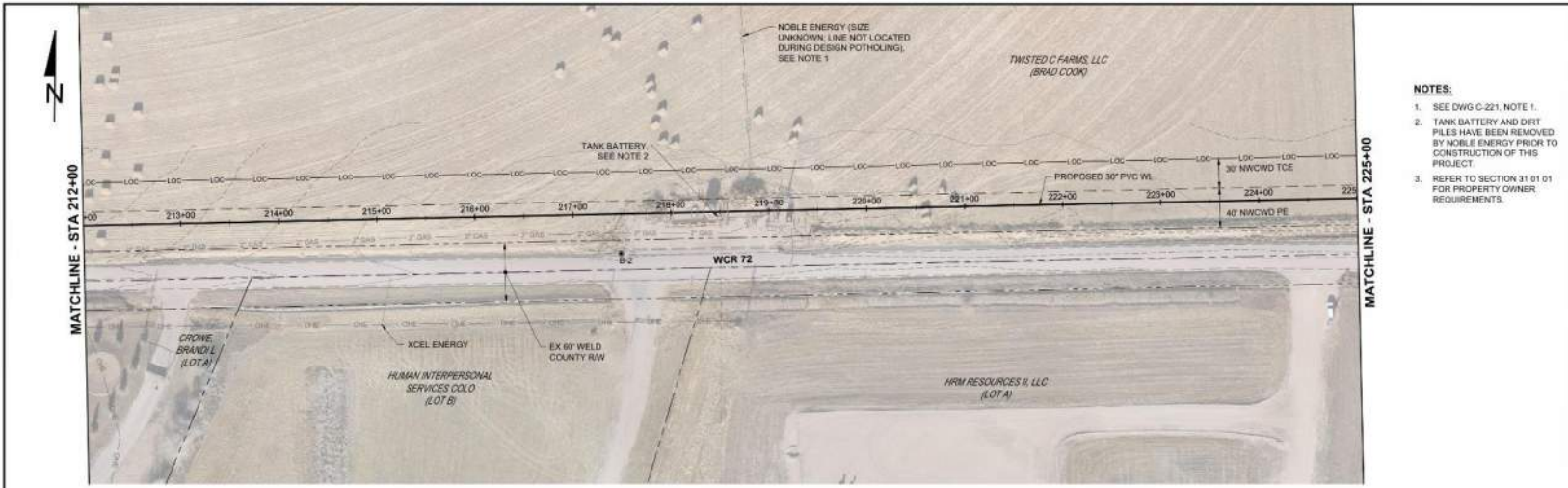


VERIFY SCALE
 1"=50'
 1"=5'

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

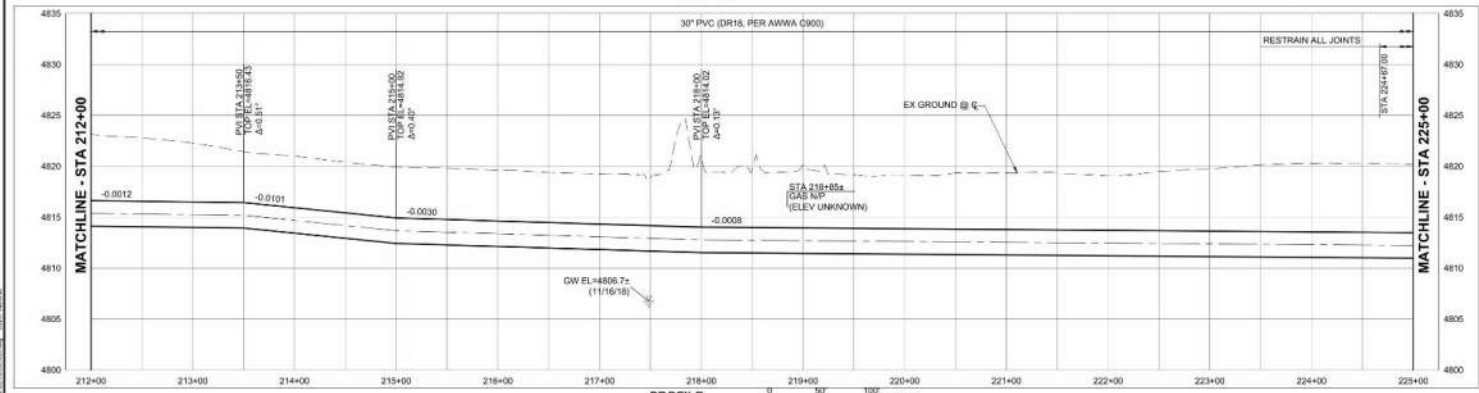
PLAN AND PROFILE - WATERLINE
 STA 200+00 TO STA 212+00

PROJECT: 171016-16-141-025
DRAWN BY: RL1304251
DESIGNED: M. CHARPENTIER
APPROVED BY: D. PYTEK
SHEET: 5 OF 17
DRAWING: C-221



- NOTES:**
1. SEE DWG C-221, NOTE 1.
 2. TANK BATTERY AND DIRT PILES HAVE BEEN REMOVED BY NOBLE ENERGY PRIOR TO CONSTRUCTION OF THIS PROJECT.
 3. REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.

PLAN
 SCALE: 1"=50'



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

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ESI NO. 01A
FOR CONSTRUCTION
 10/10/2022

REVISION	DESCRIPTION OF REVISION	REVISION
10/10/22	EB IF A. REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK

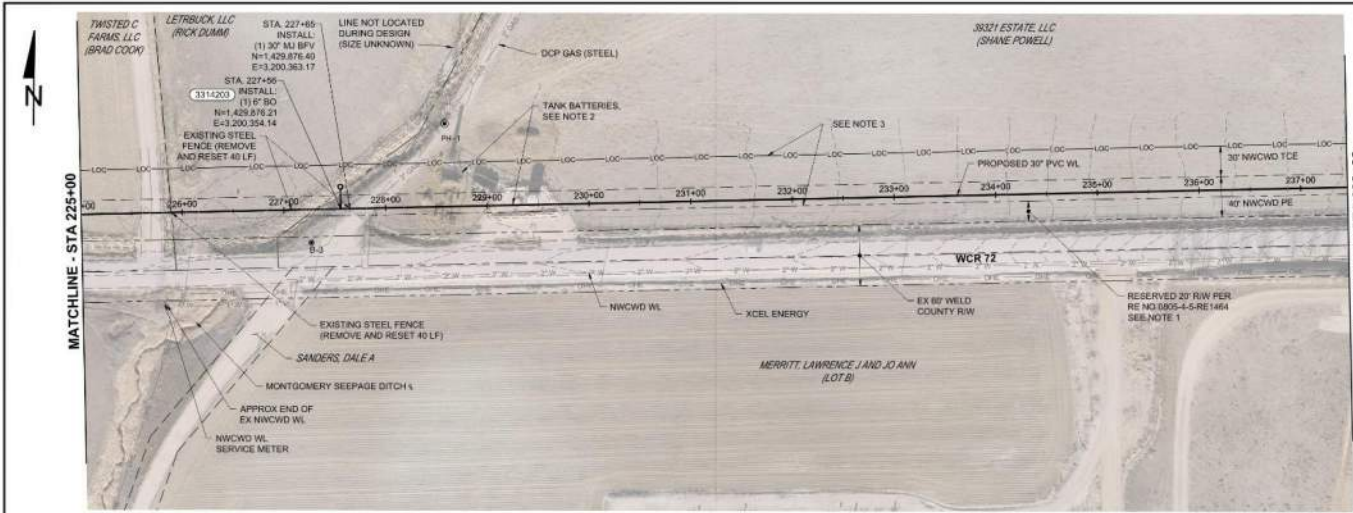


VERIFY SCALE
 1"=50'H, 1"=5'V

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

PLAN AND PROFILE - WATERLINE
 STA 212+00 TO STA 225+00

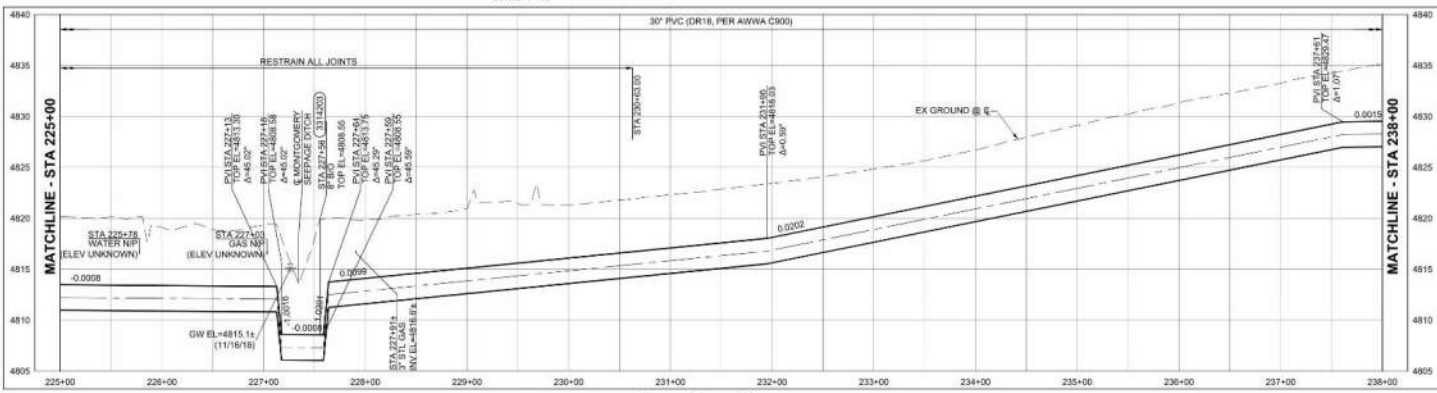
PROJECT: 171016-16-141-025
DRAWN BY: RL TROBERT
DESIGNED: M. CHAPPELLE
APPROVED BY: D. PYTEK
SHEET: 6 OF 17
DRAWING: C-222



ROW	STA	UTILITY	DEPTH	DATE	DEPTH	DEPTH
1	227+00	GAS	0	10/11	30"	1.5

NOTES:

1. NO PLANNED EXPANSIONS OF EX ROW PER DISCUSSION W/ WELD COUNTY.
2. TANK BATTERIES HAVE BEEN REMOVED PRIOR TO CONSTRUCTION OF THIS PROJECT.
3. A SPECIFIC FENCING PLAN IS REQUIRED FOR LETRBUCK, LLC AND 38321 ESTATE, LLC PROPERTIES. REFER TO SECTION 31 01 05 FOR PROPERTY OWNER REQUIREMENTS.



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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

NO.	DATE	DESCRIPTION OF REVISION	BY	APP'D
10/10/22		EB IF A. REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK	

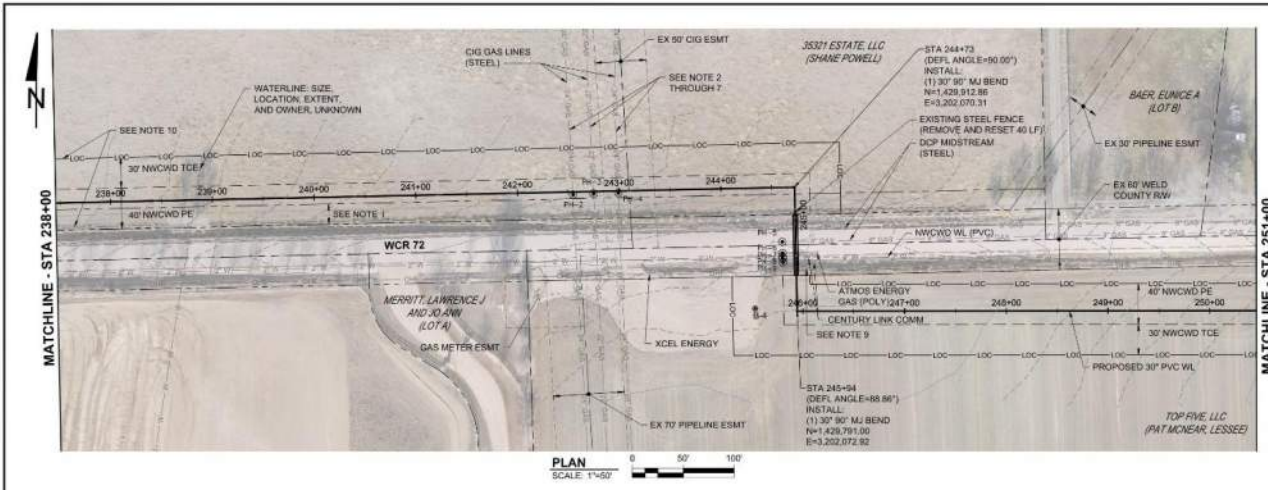


VERIFY SCALE
 H: 1" = 50'
 V: 1" = 5'

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

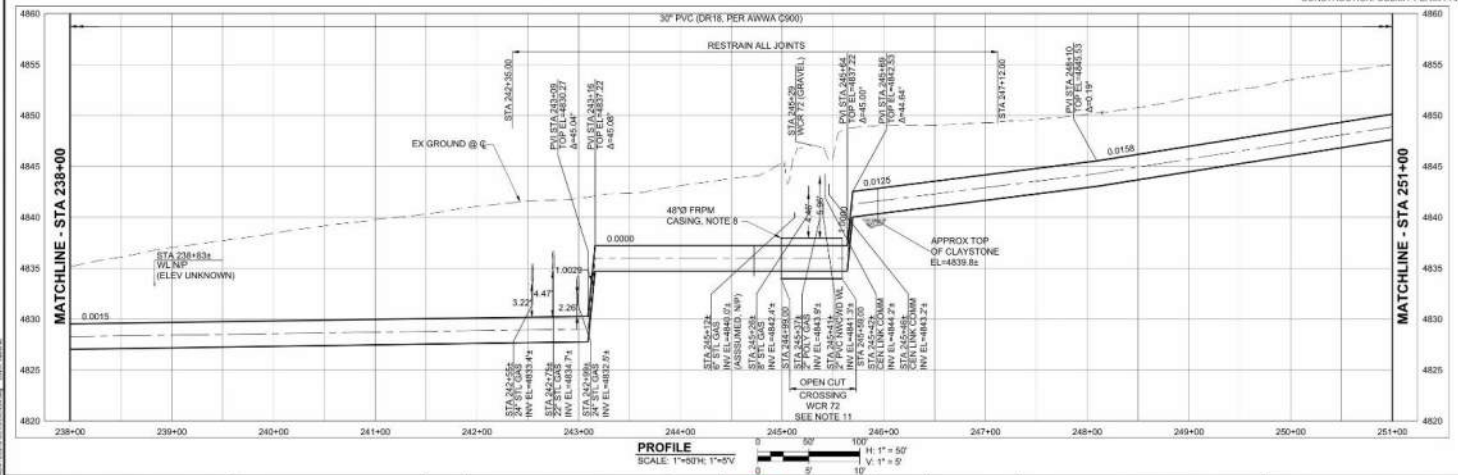
**PLAN AND PROFILE - WATERLINE
 STA 225+00 TO STA 238+00**

PROJECT: 171216-16-141-025
DRAWN BY: RL TUPPER
DESIGNED: MC CARROLL
APPROVED BY: D. PYTEK
SHEET: 7 OF 17
DRAWING: C-223



PIE	STA	MATERIAL	SIZE (IN)	DEPTH (IN)	UTILITY OWNER	DEPTH TO TOP OF PIPE (FT)
1	242+00	Steel	24.00	36.00	Kinder Morgan	4.20
2	242+75	Steel	24.00	36.00	Kinder Morgan	3.90
3	242+98	Steel	24.00	36.00	Kinder Morgan	3.80
4	243+00	Steel	24.00	36.00	Kinder Morgan	3.80
5	243+00	Steel	24.00	36.00	Kinder Morgan	3.80
6	243+07	PVC	24.00	36.00	Atmos	3.80
7	243+45	PVC	24.00	36.00	Atmos	3.80
8	243+45	Steel	24.00	36.00	Century Link	3.80
9	243+48	Steel	24.00	36.00	Century Link	3.80

- NOTES:**
- NO PLANNED EXPANSIONS OF EX RW PER DISCUSSION W/ WELD COUNTY.
 - WARNING TAPE TO BE INSTALLED PER CIG REQUIREMENTS.
 - NEW WL TO BE INSTALLED A MIN OF 2-FT BELOW THE CIG NATURAL GAS PIPELINES.
 - CO 811 TICKET TO BE SUBMITTED AT LEAST 72 HOURS PRIOR TO CONSTRUCTION WITHIN 25-FT OF THE CIG PIPELINES.
 - A CIG REPRESENTATIVE WILL NEED TO BE ONSITE DURING ALL CONSTRUCTION ACTIVITIES WITHIN 25-FT OF THE CIG PIPELINES. CONTACT MARK HORNSBY AT (970) 897-3261 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION ACTIVITIES WITHIN 25-FT OF THE CIG PIPELINES.
 - ALL DIGGING WITHIN 18 INCHES OF THE CIG PIPELINES MUST BE DONE BY HAND DIGGING. HOWEVER, EXTREME CAUTION MUST BE TAKEN WITHIN 3 FT OF THE CIG NATURAL GAS PIPELINES.
 - REFER TO THE SUPPLEMENTS TO THE PROJECT MANUAL, FOR THE GUIDELINES FOR DESIGN AND CONSTRUCTION NEAR KINDER MORGAN OPERATED FACILITIES.
 - 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 WITH XCEL ENERGY TO REMOVE/RESET GUY WIRE AND/OR SUPPORT UTILITY POLE AS NECESSARY TO FACILITATE CONSTRUCTION.
 - A SPECIFIC FENCING PLAN IS REQUIRED FOR THE 35321 ESTATE, LLC PROPERTY. REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
 - CONTRACTOR SHALL OBTAIN R/W PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.



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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

10/10/22	EB (P/A - REDUCE FROM 36" DP TO 30" PVC)	D. PYTEK
REVISION	DESCRIPTION OF REVISION	REVISION BY

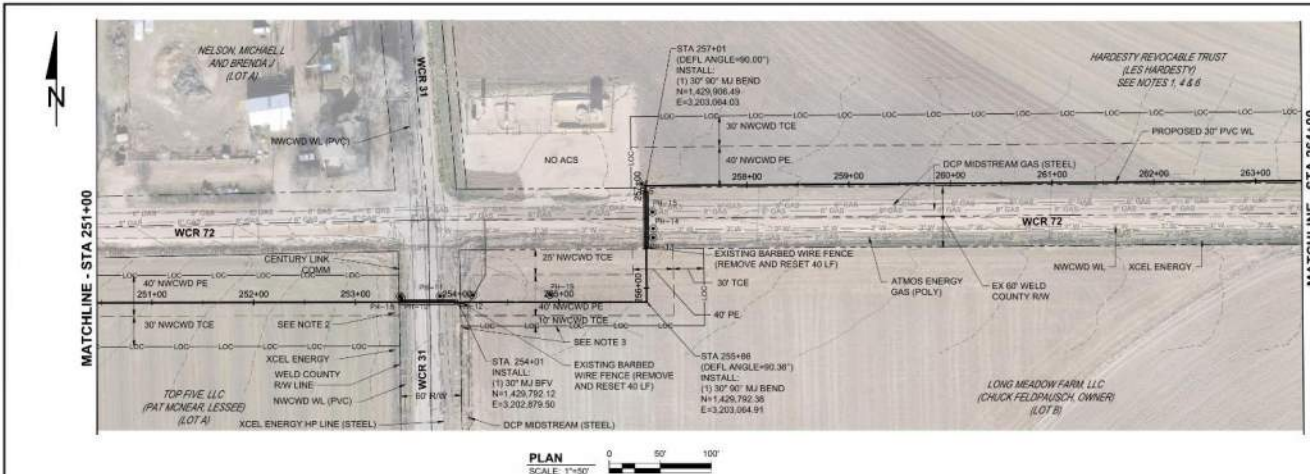


VERIFY SCALE
 H: 1" = 50'
 V: 1" = 5'

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

**PLAN AND PROFILE - WATERLINE
 STA 238+00 TO STA 251+00**

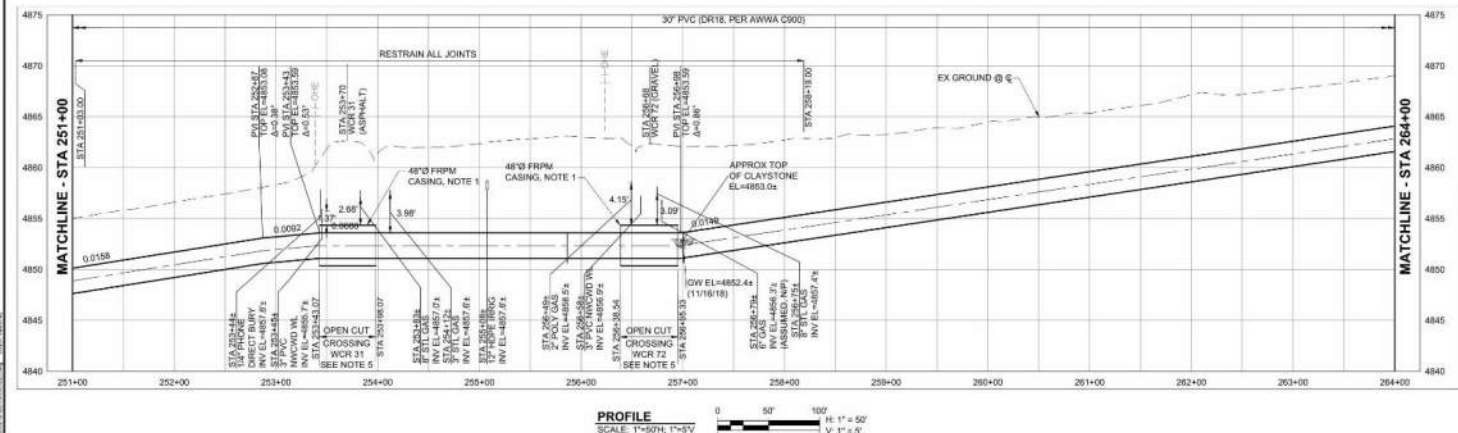
PROJECT: 171016-16-141-025
 DRAWING: PL 1304-01
 DESIGNER: M. CHAMBERS
 APPROVED BY: D. PYTEK
 SHEET: 6 OF 17
 DRAWING: C-224



PLAN
 SCALE: 1"=50'

NO.	STA.	UTILITY	TYPE	SIZE/IN.	MATERIAL	DEPTH	DEPTH TO TOP OF PIPE
10	253+40	Water	3.00	Steel	NWCWD	3.25	
11	253+40	HP Gas	8.00	Steel	Steel	4.75	
12	254+12	Gas	3.00	Steel	SDP	4.40	
13	254+15	Gas	2.00	Steel	Atmos	3.50	
14	254+15	Water	3.00	P.V.C.	NWCWD	4.00	
15	254+15	Gas	8.00	P.V.C.	SDP	4.20	
16	254+16	Phone	2.25	Steel	Century Link	3.00	
17	255+08	Water	12.00	Steel	Atmos	1.70	

- NOTES:**
- REFER TO SECTION 33 05 07 FOR FRPM CASING PIPE REQUIREMENTS. SIX FEET MIN. COVER REQUIRED BENEATH ROADWAY BACKFILL WITH FLOWPALL, PER WELD COUNTY REQUIREMENTS.
 - COORDINATE WITH XCEL ENERGY TO REMOVE/RESET GUY WIRE AND/OR SUPPORT UTILITY POLES AS NECESSARY TO FACILITATE CONSTRUCTION.
 - A SPECIFIC FENCING PLAN IS REQUIRED FOR THE LONG MEADOW FARM, LLC PROPERTY. 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 RW PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.
 - PARCEL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



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

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ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022

NO.	DATE	DESCRIPTION OF REVISION	BY	CHKD
10/10/22		EB P/A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK	

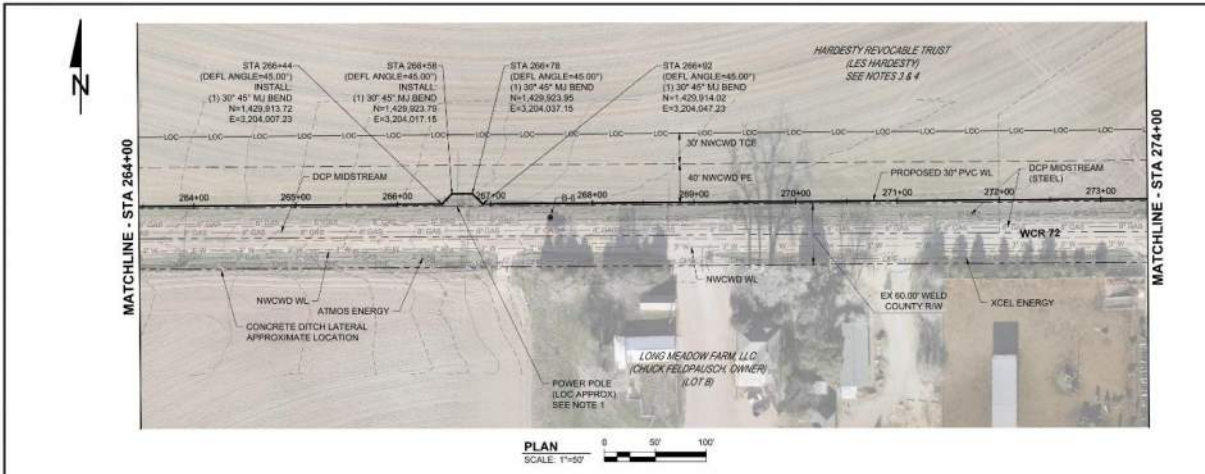


VERIFY SCALE
 10/10/2022

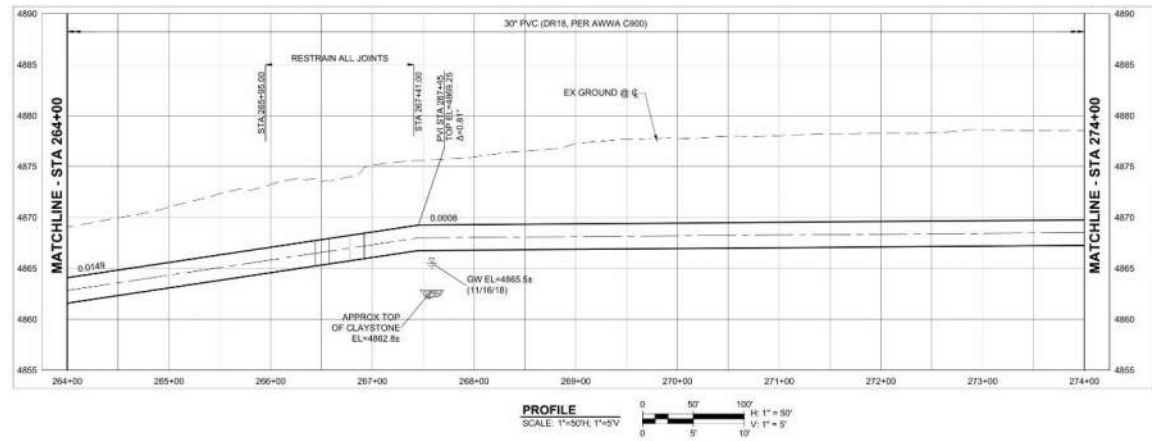
NORTH WELD COUNTY
 WATER DISTRICT
 EATON PIPELINE PROJECT
 (PHASE 2)

PLAN AND PROFILE - WATERLINE
 STA 251+00 TO STA 264+00

PROJECT: 071016-16-141-025
DRAWN BY: RL TUPPER
DESIGNED BY: M. CHAMBERLAIN
APPROVED BY: D. PYTEK
SHEET: 9 OF 17
DRAWING: C-225



- NOTES:**
1. MAINTAIN MINIMUM 12-FT CLEARANCE AROUND POWER POLE. COORDINATE SUPPLEMENTARY SUPPORT WITH POWER COMPANY, AS REQUIRED.
 2. REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
 3. LANDOWNER REQUIRES TRENCH TO BE "WATER PACKED" PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVATED, OR REMOVED.
 4. PARCEL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

10/19/22	EB 01A - REDUCE FROM 36\"/>	
REVISION	DESCRIPTION OF REVISION	REVISED BY

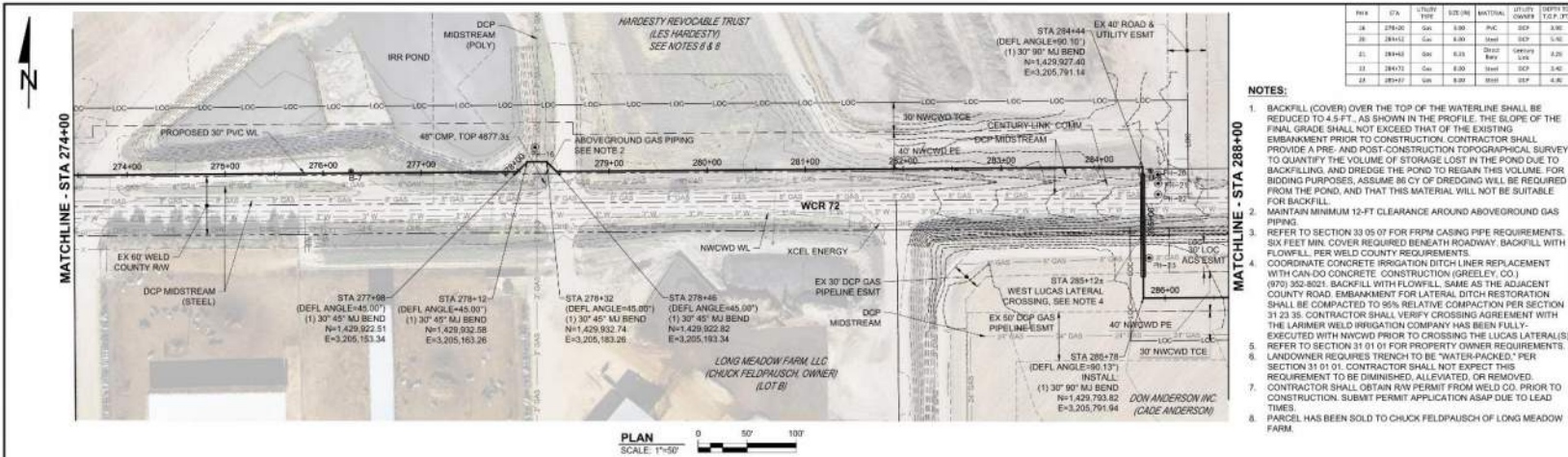


VERIFY SCALE
 1\"/>

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

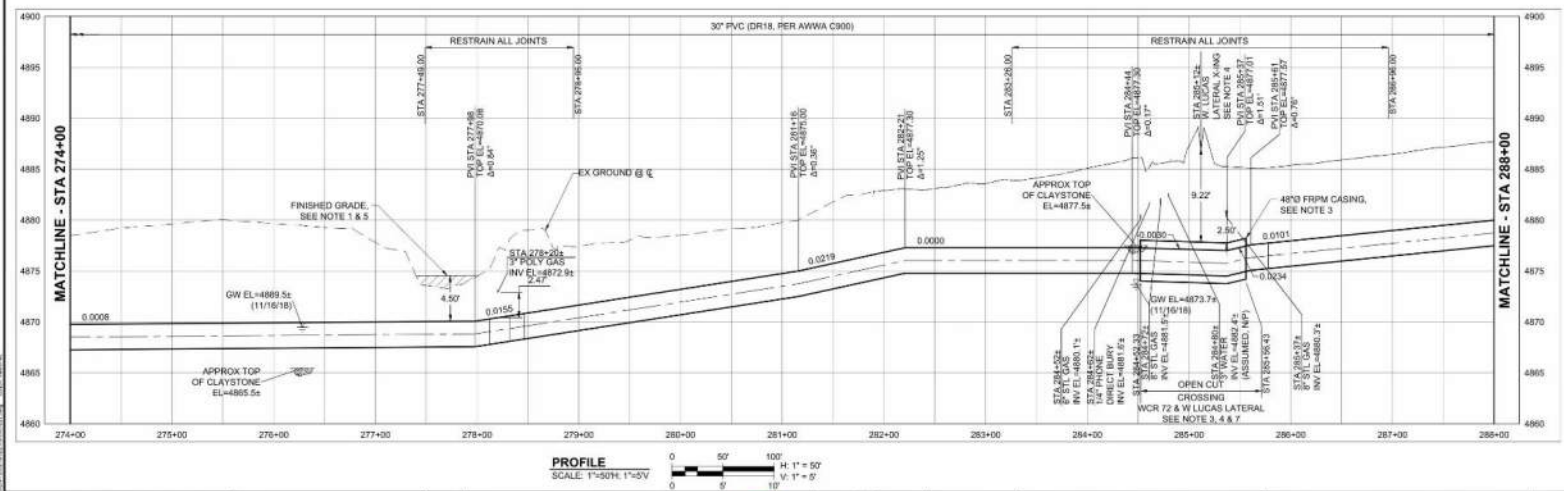
PLAN AND PROFILE - WATERLINE
 STA 264+00 TO STA 274+00

PROJECT	171016-18-141-020
DRAWN BY	RE TUPA@PIC
DESIGNED	REICHA@PIC
APPROVED BY	D. PYTEK
SHEET	18 OF 17
DRAWING	C-226



STA	STATION	TYPE	DATE	NATIONAL	UTILITY	DEPTH
28	274+00	GA	1.30	PNC	SDP	3.00
29	284+11	GA	8.30	United	SDP	1.50
31	284+01	GA	8.15	United	SDP	2.20
33	284+71	GA	8.30	United	SDP	1.50
34	285+17	GA	8.30	United	SDP	4.50

- 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 01 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 (GREELY, 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-PAKED" PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVATED, OR REMOVED. CONTRACTOR SHALL OBTAIN RW PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.
 - PANCREL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

10/10/22	EB 01A - REDUCE FROM 36" DP TO 30" PVC	D. PYTEK
REVISION	DESCRIPTION OF ISSUE / REVISION	REVISION BY

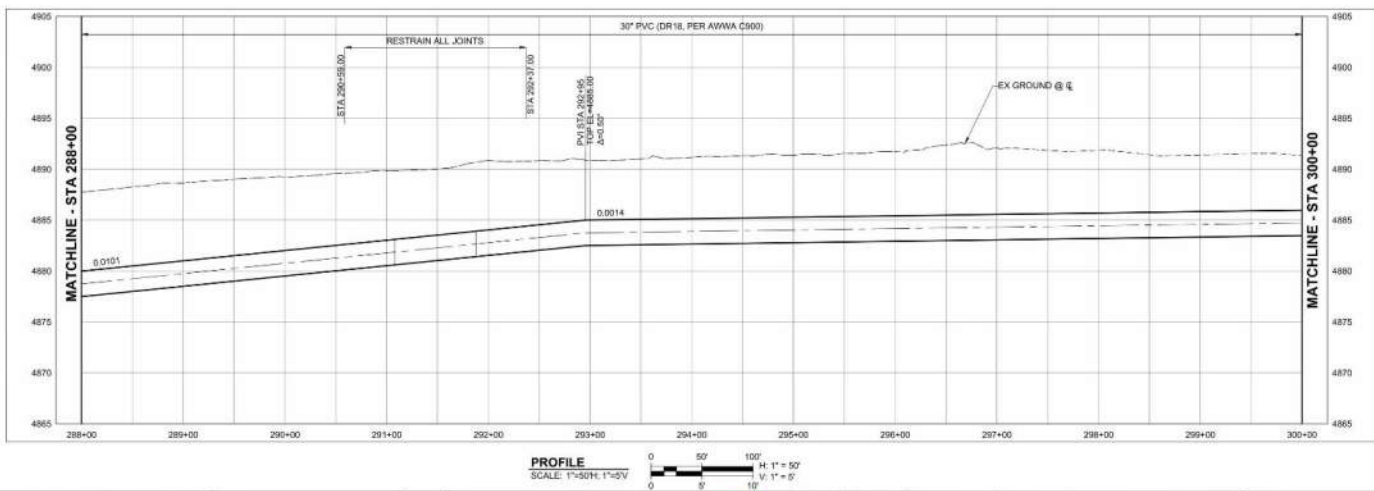
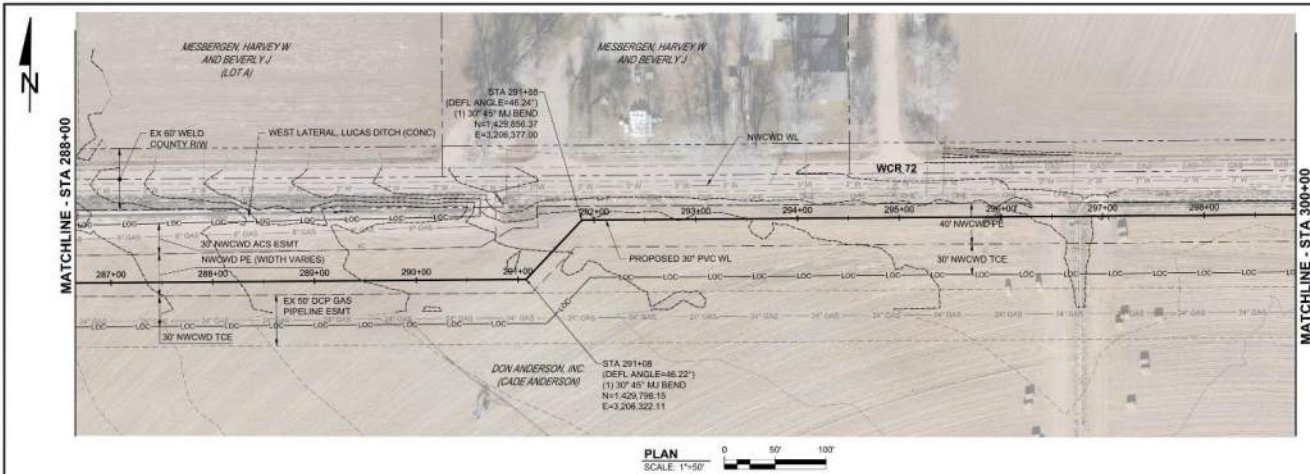


VERIFY SCALE
 1" = 50'
 1" = 5'

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

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

PROJECT: 171016-10-141-025
 DRAWING NO: E-171016-01
 DESIGNED BY: M. CAMPBELL
 APPROVED BY: D. PYTEK
 SHEET: 11 OF 17
 DRAWING: C-227



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

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**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

REVISION	DESCRIPTION OF REVISION	REVISION BY	DATE
10/10/22	ESI 01A - REDUCE FROM 36" DIP TO 30" PVC	D. PITLIK	

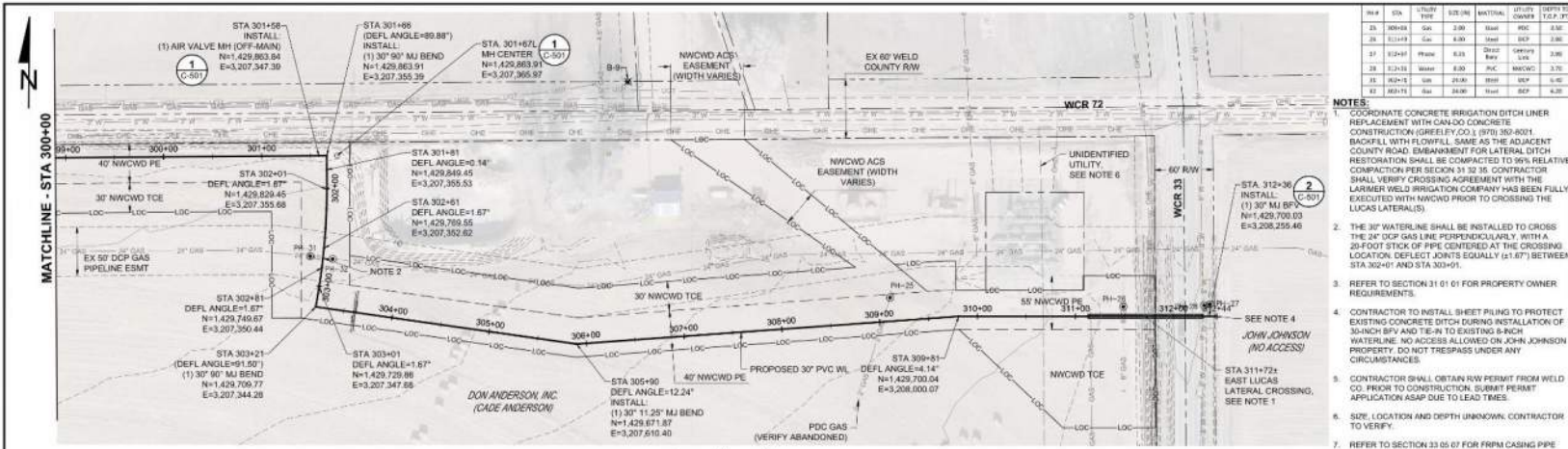


VERIFY SCALE
 1" = 50'
 H: 1" = 50'
 V: 1" = 5'

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

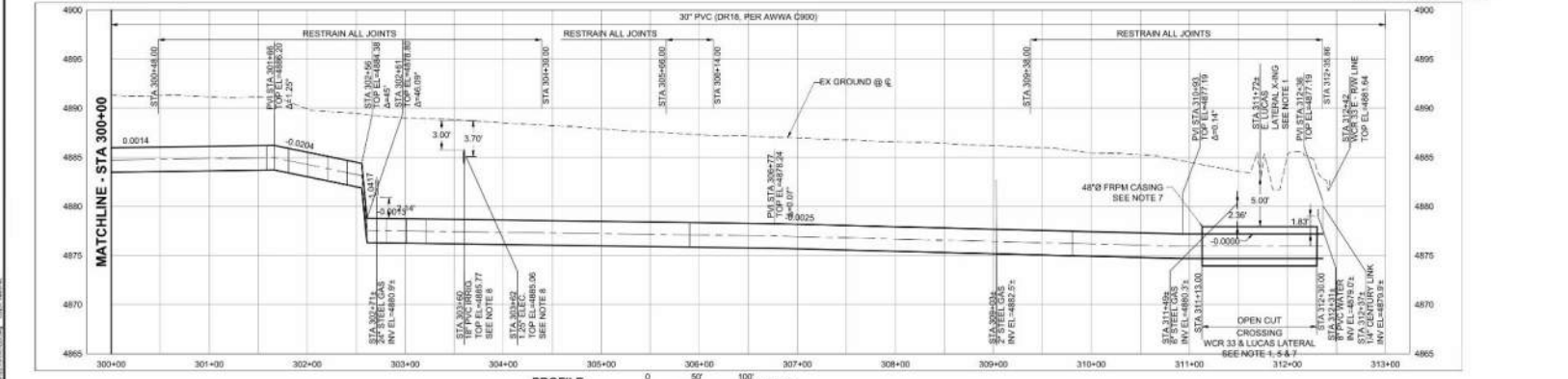
**PLAN AND PROFILE - WATERLINE
 STA 288+00 TO STA 300+00**

PROJECT: 171016-16-141-025
DRAWN BY: RL13094571
DESIGNED: M. CHAPPELL
APPROVED BY: D. PITLIK
SHEET: 12 OF 17
DRAWING: C-228



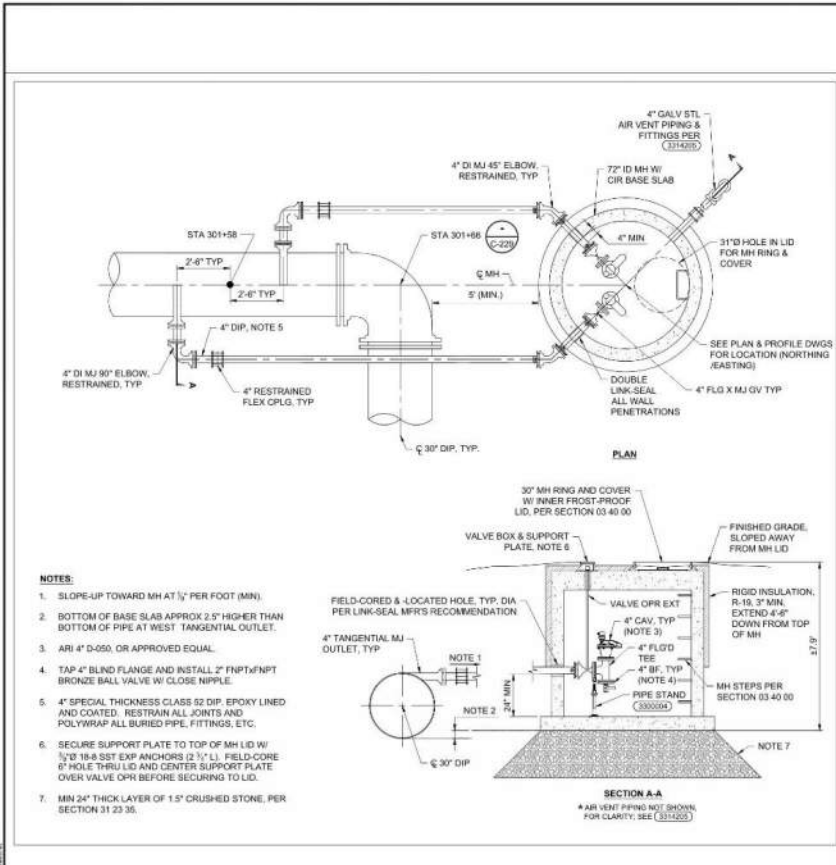
PLAN
 SCALE: 1"=50'

- NOTES:**
- COORDINATE CONCRETE IRRIGATION DITCH LINER REPLACEMENT WITH CAN-DO CONCRETE CONSTRUCTION (GRIELEY CO.) (RFD) 300-8001 BACKFILL WITH FLOWFILL. SAME AS THE ADJACENT COUNTY ROAD. EMBANKMENT FOR LATERAL DITCH RESTORATION SHALL BE COMPACTED TO 95% RELATIVE COMPACTION PER SECTION 31 20 35. CONTRACTOR SHALL VERIFY CROSSING AGREEMENT WITH THE LARIMER WELD IRRIGATION COMPANY HAS BEEN FULLY EXECUTED WITH NWCD PRIOR TO CROSSING THE LUCAS LATERAL(S).
 - THE 30" WATERLINE SHALL BE INSTALLED TO CROSS THE 24" DCP GAS LINE PERPENDICULARLY WITH A 24" FOOT STICK OF PIPE CENTERED AT THE CROSSING LOCATION. DEFLECT JOINTS EQUALLY (±1.67') BETWEEN STA 302+01 AND STA 303+91.
 - REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
 - CONTRACTOR TO INSTALL SHEET PILING TO PROTECT EXISTING CONCRETE DITCH DURING INSTALLATION OF 30-INCH BWP AND TIE-IN TO EXISTING 8-INCH WATERLINE. NO ACCESS ALLOWED ON JOHN JOHNSON PROPERTY. DO NOT TRESPASS UNDER ANY CIRCUMSTANCES.
 - CONTRACTOR SHALL OBTAIN RW 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 POT-HOLING, THOUGH PRECISE SURVEY DATA WAS NOT OBTAINED.



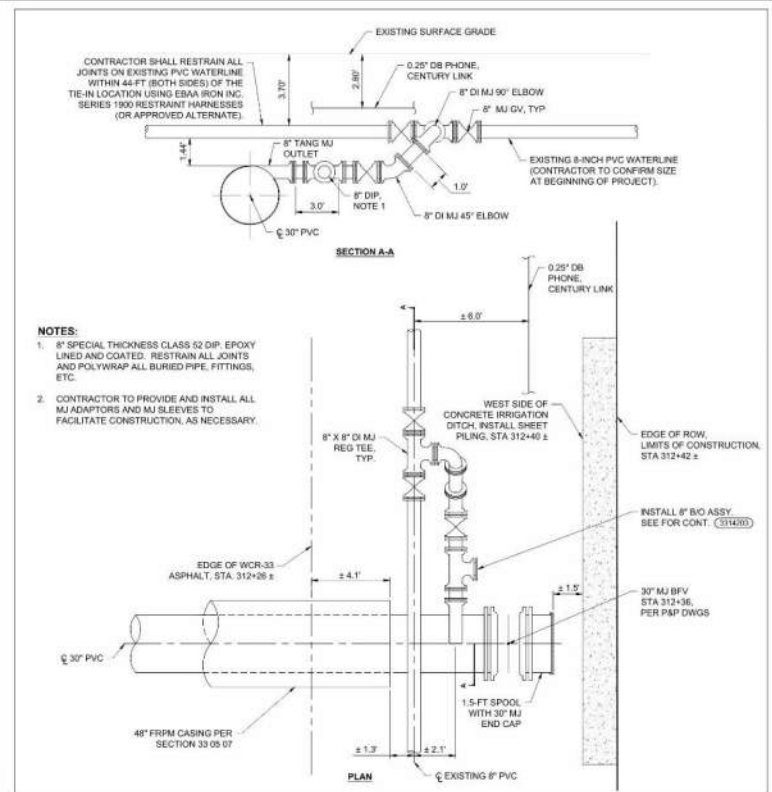
PROFILE
 SCALE: 1"=50H, 1"=50V

PROVIDENCE INFRASTRUCTURE CONSULTANTS 200 PLAZA DRIVE, SUITE 200 HIGHLANDS RANCH, CO 80129 (303) 987-0035 www.providence-inc.com		10/10/22 REVISION	EB 01A - REDUCE FROM 36" DP TO 30" PVC DESCRIPTION OF ISSUE / REVISION	D. PYTEK DESIGNED BY			VERIFY SCALE 1"=50' H 1"=50' V	NORTH WELD COUNTY WATER DISTRICT EATON PIPELINE PROJECT (PHASE 2)	PLAN AND PROFILE - WATERLINE STA 300+00 TO STA 312+36	PROJECT: 171016-18-141-025 DRAWING: E-171016-01 DESIGNER: NICHOLAS B. L... APPROVED BY: D. PYTEK SHEET: 13 OF 17
		DRAWING: C-229								



- NOTES:**
1. SLOPE-UP TOWARD MH AT 1/2" PER FOOT (MN).
 2. BOTTOM OF BASE SLAB APPROX 2' HIGHER THAN BOTTOM OF PIPE AT WEST TANGENTIAL OUTLET.
 3. ARI 4" D-050, OR APPROVED EQUAL.
 4. TAP 4" BLIND FLANGE AND INSTALL 2" FNPTXFNPT BRONZE BALL VALVE W/ CLOSE NIPPLE.
 5. 4" SPECIAL THICKNESS CLASS 52 DIP, EPOXY LINED AND COATED. RESTRAIN ALL JOINTS AND POLYWRAP ALL BURIED PIPE, FITTINGS, ETC.
 6. SECURE SUPPORT PLATE TO TOP OF MH LID W/ 1/2" 118-8 SST EXP ANCHORS (2 3/4" L). FIELD-CORE 6" HOLE THRU LID AND CENTER SUPPORT PLATE OVER VALVE OPR BEFORE SECURING TO LID.
 7. MIN 24" THICK LAYER OF 1.5" CRUSHED STONE, PER SECTION 31 23 35.

1 DUAL BODY AIR VALVE W/ MH OFF 30-INCH MAIN
 SCALE: NTS



- NOTES:**
1. 8" SPECIAL THICKNESS CLASS 52 DIP, EPOXY LINED AND COATED. RESTRAIN ALL JOINTS AND POLYWRAP ALL BURIED PIPE, FITTINGS, ETC.
 2. CONTRACTOR TO PROVIDE AND INSTALL ALL MJ ADAPTORS AND MJ SLEEVES TO FACILITATE CONSTRUCTION, AS NECESSARY.

2 EAST TERMINUS AT WCR 33
 SCALE: NTS

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 500
 HIGHLANDS RANCH, CO 80129
 (303) 987-0035
 www.providenceinc.com

ESI NO. 01A
FOR CONSTRUCTION
 10/10/2022

REVISION	DESCRIPTION OF REVISION	REVISOR	DATE
10/10/22	EB 8" A. REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK	

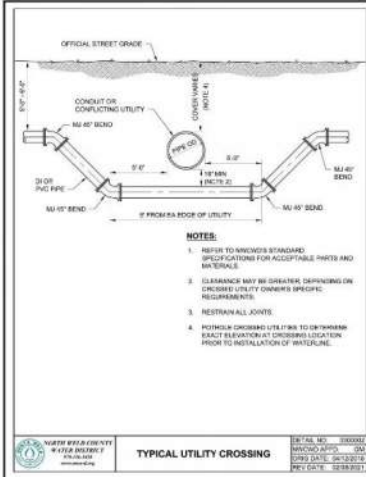


VERIFY SCALE
 1" = 10'-0" (VERTICAL)
 1" = 100'-0" (HORIZONTAL)

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

WATERLINE DETAILS

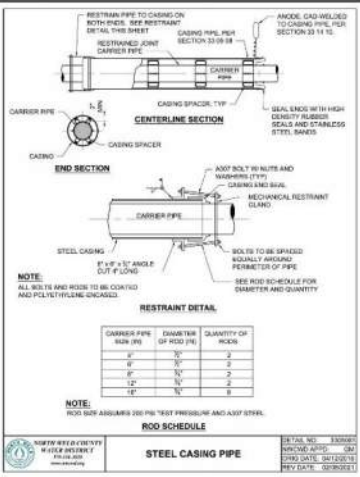
PROJECT: 171216 16-141-025
 DRAWN BY: RL TUPRABER
 DESIGNER: RICHARDELL
 APPROVED BY: D. PYTEK
 SHEET: 14 OF 17
 DRAWING: C-501



- NOTES:**
1. REFER TO AWWA'S STANDARD SPECIFICATIONS FOR ACCEPTABLE PARTS AND MATERIALS.
 2. CLEARANCE MAY BE GREATER, DEPENDING ON UTILITY OWNER'S SPECIFIC REQUIREMENTS.
 3. RESTRAINT JOINTS.
 4. FUTURE CROSSING UTILITIES TO BE 750MM MIN. EXACT ELEVATION AT CROSSING LOCATION PRIOR TO INSTALLATION OF WATERLINE.

TYPICAL UTILITY CROSSING

DETAIL NO. 010000
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018



RESTRAINT DETAIL

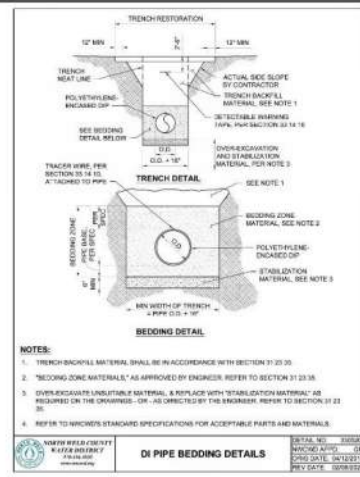
CARRIER PIPE SIZE (IN)	DIAMETER OF RSD (IN)	QUANTITY OF RODS
6"	7 1/2"	2
8"	9"	2
10"	11"	2
12"	13"	2

NOTE:
 FOR PIPE ASSURES 200 PSI TEST PRESSURE AND A307 STEEL.

ROD SCHEDULE

STEEL CASING PIPE

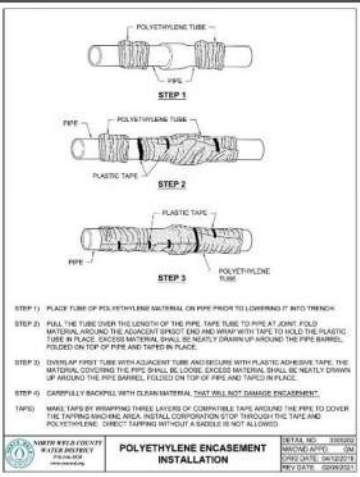
DETAIL NO. 010001
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018



- NOTES:**
1. TRENCH BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 31 23 30.
 2. "BEDDING ZONE MATERIALS" AS APPROVED BY ENGINEER. REFER TO SECTION 31 23 35.
 3. OVEREXCAVATE UNDESIRABLE MATERIAL, & REPLACE WITH "STABILIZATION MATERIAL" AS REQUIRED ON THE DRAWINGS. OR, AS DIRECTED BY THE ENGINEER. REFER TO SECTION 31 23 35.
 4. REFER TO AWWA'S STANDARD SPECIFICATIONS FOR ACCEPTABLE PARTS AND MATERIALS.

DI PIPE BEDDING DETAILS

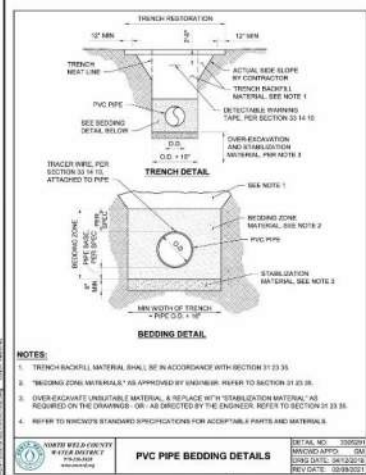
DETAIL NO. 010002
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018



- NOTES:**
- STEP 1: PLACE TUBE OF POLYETHYLENE MATERIAL ON PIPE PRIOR TO LOWERING IT INTO TRENCH.
 - STEP 2: PULL THE TUBE OVER THE LENGTH OF THE PIPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT BRANCH END AND SEW WITH TAPE TO HOLD THE PLASTIC TUBE IN PLACE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL. TAPPED ON TOP OF PIPE AND TAPED IN PLACE.
 - STEP 3: OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE MATERIAL COVERING THE PIPE SHALL BE COMB EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, TAPPED ON TOP OF PIPE AND TAPED IN PLACE.
 - STEP 4: CAREFULLY BACKFILL WITH CLEAN MATERIAL THAT WILL NOT DAMAGE ENCASUREMENT.
- TAPED:**
 SMALL TAPS BY WRAPPING THREE LAYERS OF COMPATIBLE TAPE AROUND THE PIPE TO COVER THE TAPPING MACHINE. NEAR INSTALL COMPLETION STOP THROUGH THE TAPE AND POLYETHYLENE. DIRECT TAPPING WITHOUT A SADDLE IS NOT ALLOWED.

POLYETHYLENE ENCASUREMENT INSTALLATION

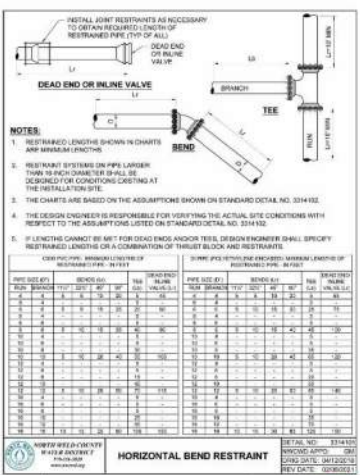
DETAIL NO. 010003
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018



- NOTES:**
1. TRENCH BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 31 23 35.
 2. "BEDDING ZONE MATERIALS" AS APPROVED BY ENGINEER. REFER TO SECTION 31 23 35.
 3. OVEREXCAVATE UNDESIRABLE MATERIAL, & REPLACE WITH "STABILIZATION MATERIAL" AS REQUIRED ON THE DRAWINGS. OR, AS DIRECTED BY THE ENGINEER. REFER TO SECTION 31 23 35.
 4. REFER TO AWWA'S STANDARD SPECIFICATIONS FOR ACCEPTABLE PARTS AND MATERIALS.

PVC PIPE BEDDING DETAILS

DETAIL NO. 010004
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018

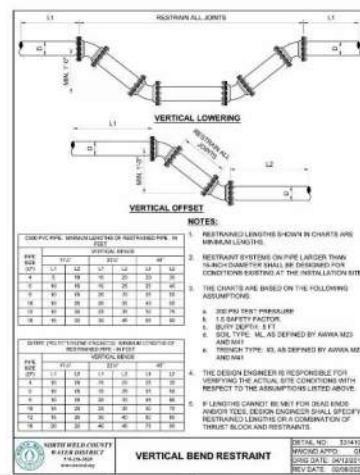


- NOTES:**
1. RESTRAINT LENGTHS SHOWN IN CHARTS ARE MINIMUM LENGTHS.
 2. RESTRAINT SYSTEM ON PIPE LARGER THAN 16 INCH DIAMETER SHALL BE CALCULATED ON CONDITIONS LISTED AT THE INSTALLATION SITE.
 3. THE CHARTS ARE BASED ON THE ASSUMPTIONS SHOWN ON STANDARD DETAIL NO. 0104 03E.
 4. THE DESIGN ENGINEER IS RESPONSIBLE FOR VERIFYING THE ACTUAL SITE CONDITIONS WITH RESPECT TO THE ASSUMPTIONS LISTED ON STANDARD DETAIL NO. 0104 03E.
 5. IF LENGTHS CANNOT BE MET FOR DEAD END AND/OR TEE, DESIGN ENGINEER SHALL SPECIFY RESTRAINT LENGTHS OR A COMBINATION OF TRUST BLOCK AND RESTRAINTS.

PIPE SIZE (DI)	MINIMUM LENGTHS OF RESTRAINTS (TYPE: B)				MINIMUM LENGTHS OF RESTRAINTS (TYPE: B)			
	DEAD END	TEE	BEND	BRANCH	DEAD END	TEE	BEND	BRANCH
4"	10'	10'	10'	10'	10'	10'	10'	10'
6"	10'	10'	10'	10'	10'	10'	10'	10'
8"	10'	10'	10'	10'	10'	10'	10'	10'
10"	10'	10'	10'	10'	10'	10'	10'	10'
12"	10'	10'	10'	10'	10'	10'	10'	10'
14"	10'	10'	10'	10'	10'	10'	10'	10'
16"	10'	10'	10'	10'	10'	10'	10'	10'
18"	10'	10'	10'	10'	10'	10'	10'	10'
20"	10'	10'	10'	10'	10'	10'	10'	10'
24"	10'	10'	10'	10'	10'	10'	10'	10'
30"	10'	10'	10'	10'	10'	10'	10'	10'

HORIZONTAL BEND RESTRAINT

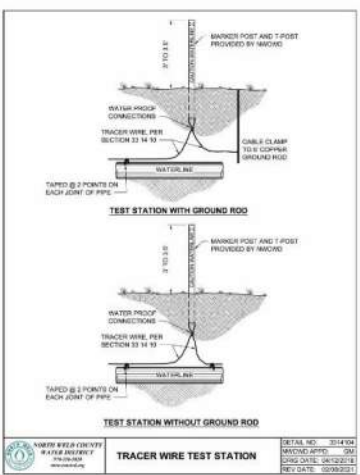
DETAIL NO. 010403
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018



- NOTES:**
1. RESTRAINT LENGTHS SHOWN IN CHARTS ARE MINIMUM LENGTHS.
 2. RESTRAINT SYSTEM ON PIPE LARGER THAN 16 INCH DIAMETER SHALL BE ENGINEERED FOR CONDITIONS EXISTING AT THE INSTALLATION SITE.
 3. THE CHARTS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
 - a. JOE PIP TEST PRESSURE.
 - b. 1.5 SAFETY FACTOR.
 - c. SOUP DENSITY: 8.17.
 - d. SOIL TYPE: ML, AS DEFINED BY AWWA M22 AND M23.
 - e. TRENCH TYPE: S3, AS DEFINED BY AWWA M22 AND M23.
 4. THE DESIGN ENGINEER IS RESPONSIBLE FOR VERIFYING THE ACTUAL SITE CONDITIONS WITH RESPECT TO THE ASSUMPTIONS LISTED ABOVE.
 5. IF LENGTHS CANNOT BE MET FOR DEAD ENDS AND/OR TEE, DESIGN ENGINEER SHALL SPECIFY RESTRAINT LENGTHS OR A COMBINATION OF TRUST BLOCK AND RESTRAINTS.

VERTICAL BEND RESTRAINT

DETAIL NO. 010404
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018



- NOTES:**
1. RESTRAINT LENGTHS SHOWN IN CHARTS ARE MINIMUM LENGTHS.
 2. RESTRAINT SYSTEM ON PIPE LARGER THAN 16 INCH DIAMETER SHALL BE ENGINEERED FOR CONDITIONS EXISTING AT THE INSTALLATION SITE.
 3. THE CHARTS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
 - a. JOE PIP TEST PRESSURE.
 - b. 1.5 SAFETY FACTOR.
 - c. SOUP DENSITY: 8.17.
 - d. SOIL TYPE: ML, AS DEFINED BY AWWA M22 AND M23.
 - e. TRENCH TYPE: S3, AS DEFINED BY AWWA M22 AND M23.
 4. THE DESIGN ENGINEER IS RESPONSIBLE FOR VERIFYING THE ACTUAL SITE CONDITIONS WITH RESPECT TO THE ASSUMPTIONS LISTED ABOVE.
 5. IF LENGTHS CANNOT BE MET FOR DEAD ENDS AND/OR TEE, DESIGN ENGINEER SHALL SPECIFY RESTRAINT LENGTHS OR A COMBINATION OF TRUST BLOCK AND RESTRAINTS.

TRACER WIRE TEST STATION

DETAIL NO. 010405
 DRAWN BY: [blank]
 CHECK DATE: 04/23/2018
 REV. DATE: 03/08/2018

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 200 PLAZA DRIVE, SUITE 200
 HIGHLANDS RANCH, CO 80129
 (303) 987-0035
 www.providence-inc.com

ESI NO. 01A FOR CONSTRUCTION 10/10/2022

NO.	REVISION	DESCRIPTION OF ISSUE / REVISION	REVISION BY
10/10/22	EB (P.A.)	REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK
	REVISION		

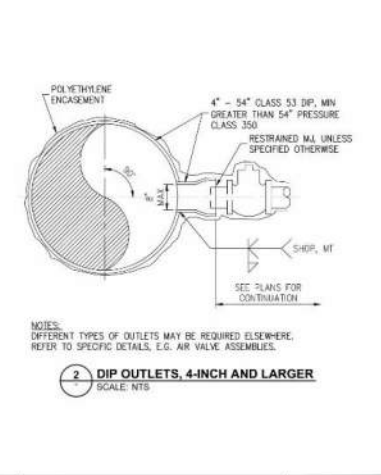
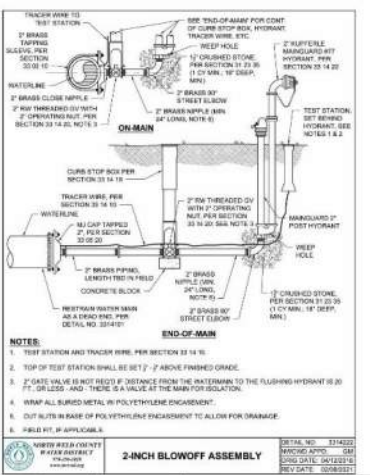
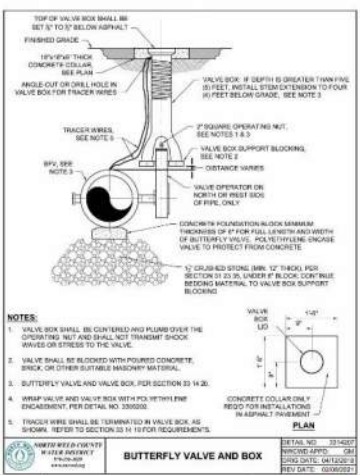
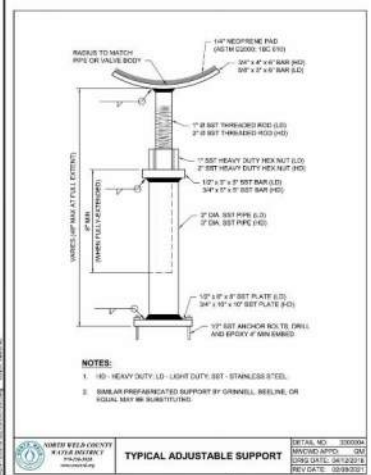
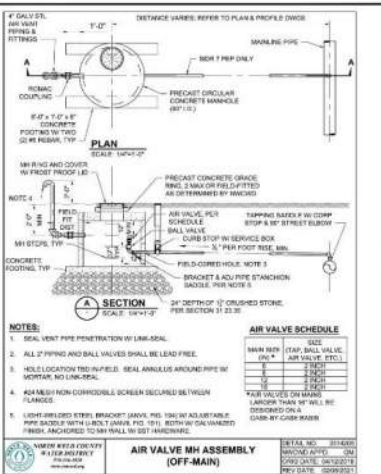
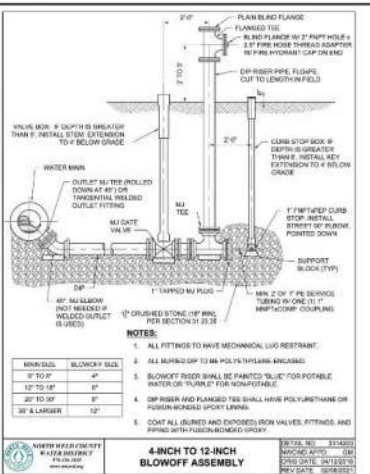
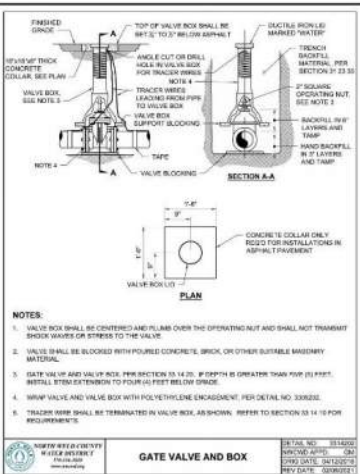
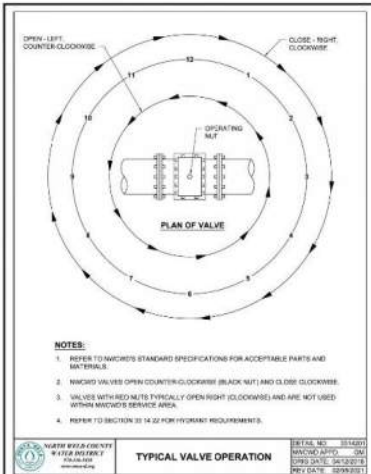


VERIFY SCALE
 1" = 10'-0"

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

WATERLINE DETAILS

PROJECT: 17-010-16-141-020
 DRAWN BY: RL TUPPER
 DESIGNER: RICHARDSON
 APPROVED BY: D. PYTEK
 SHEET: 15 OF 17
 DRAWING: C-502



PROVIDENCE INFRASTRUCTURE CONSULTANTS

300 PLAZA DRIVE, SUITE 200
 HIGHLANDS RANCH, CO 80129
 (303) 987-0035
 www.providence-inc.com

ESI NO. 01A
FOR CONSTRUCTION
 10/10/2022

NO.	REVISION	DESCRIPTION OF REVISION	REVISION
10/10/22	EB (P.A.)	REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK



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

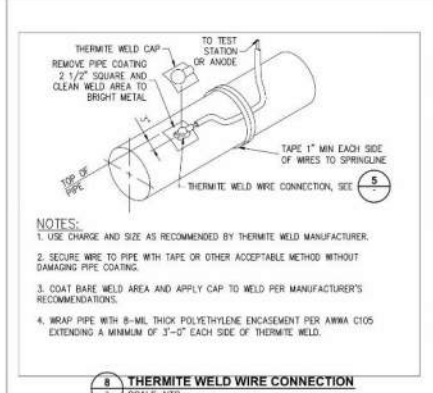
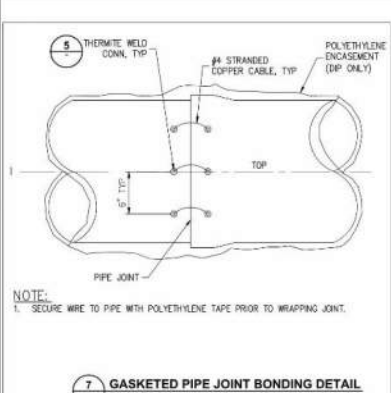
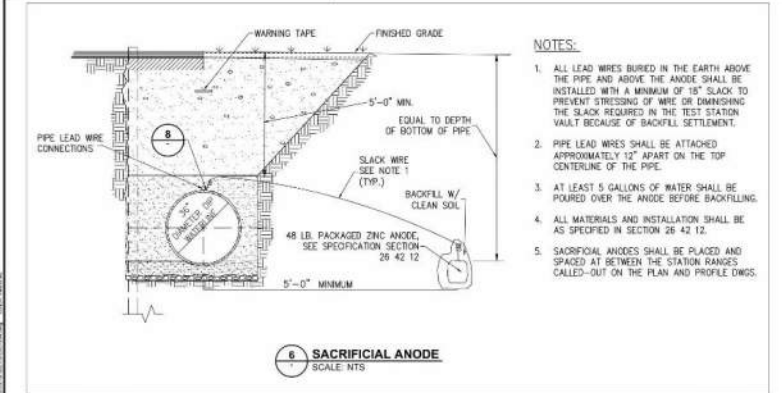
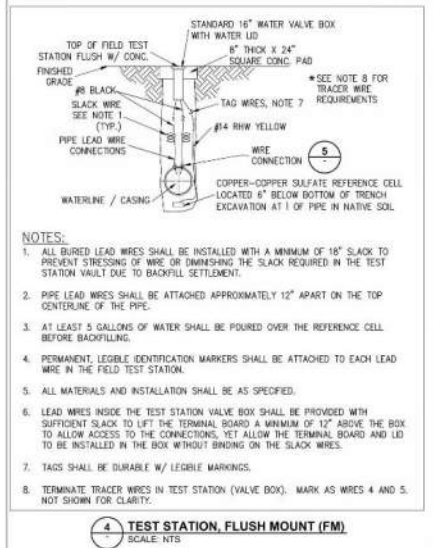
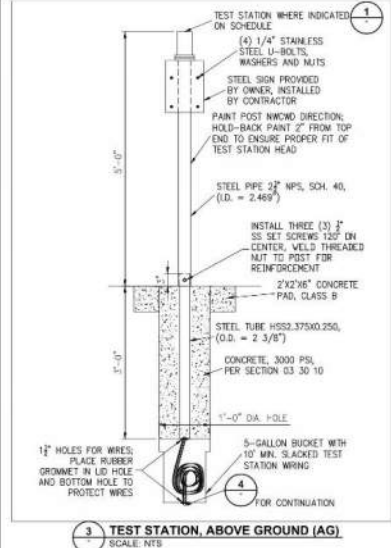
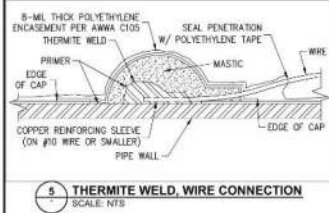
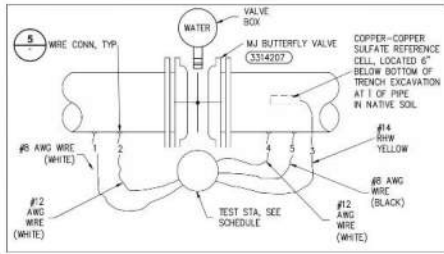
WATERLINE DETAILS

PROJECT: 171016-16-141-025
 DRAWING NO.: RL 171016-16-141-025-01
 DESIGNER: [Signature]
 APPROVED BY: D. PYTEK
 SHEET: 18 OF 17
 DRAWING: C-503

TEST STA SCHEDULE			LEGEND	
STATION	TYPE	NOTES	LINE	TYPE
200+00	AG	EBV	---	2
206+25	AG			3
213+26	AG			3
228+00	AG			3
245+00	AG			3
254+01	AG	EBV		4
261+50	AG			4

NOTES:
 1. OFFSET ALL TEST STATIONS TO RIGHT-OF-WAY AND/OR OUT OF THE FARMED FIELD.

1 CATHODIC PROTECTION
 SCALE: NTS



PROVIDENCE INFRASTRUCTURE CONSULTANTS
 200 PLAZA DRIVE, SUITE 200
 HIGHLANDS PARK, CO 80126
 (303) 987-0035
 www.providenceinc.com

ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISOR	DATE
10/10/22	EB IF A. REDUCE FROM 36" DIP TO 30" PVC	D. PYTEK	



VERIFY SCALE
 1" = 10'-0"

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

CATHODIC PROTECTION DETAILS

PROJECT: 171216-16-141-025
 DRAWN BY: RL TURNER
 CHECKED: RICHARDELL
 APPROVED BY: D. PYTEK
 SHEET: 17 OF 17
 DRAWING: C-504

END OF SECTION

November 4, 2022

North Weld County Water District
Attn: Eric Reckentine, District Manager
32825 Weld County Road 39
PO Box 56
Lucerne, CO 80646
970-356-3020
ericr@nwcwd.org

Reference: Knox Pit, Laporte, CO: Title Review

Dear Mr. Reckentine,

Thank you for considering Stantec Consulting Services, Inc. (Stantec) to support the Knox Pit Title Review. This letter is to confirm conversations about our firm providing Professional Services to North Weld County Water District (Client) for the completion of a survey review for the purpose of reviewing the identified exclusions contained within the title commitment (completed by Land Title Guarantee Company) in conjunction with the completed Boundary Line Adjustment (completed by PLS Corporation) for the 126 acre parcel located in Section 28, Township 08 North, Range 69 West, 6th Principal Meridian, Larimer County, Laporte, Colorado (aka Knox Pit).

Scope of Work

Task 1 Survey Review:

The scope of services for this task includes review of existing documents in conjunction with a potential future sale (option agreement) of the above referenced property to the North Weld County Water District.

Stantec will complete the survey review and associated deliverables for the proposed project based on the following criteria:

1. The Client proposes to acquire the above said parcel of land and wishes to have the boundary line adjustment exhibit reviewed to ensure the associated documents identified in the title commitment are correctly represented;
2. Stantec will prepare a letter memo providing the conclusions of our review; and
3. No field work will be completed during this Task.

Schedule

It is anticipated that the work for this project will be completed based on the schedule outlined below.

Task	Commencement Date	Estimated Completion Date
Task 1 Survey Review:	Estimated November 7, 2022	Six Weeks from Notice to Proceed

Budget

It is anticipated that the work for this project will be completed on a Time & Materials basis with the estimated fee outlined below.

Descriptions/Task	Estimated Fee
Task 1 Survey Review:	\$10,166.00

Assumptions

Stantec has given an estimate for the cost of Professional Services to complete the work scope associated with this Project based on the assumptions outlined in the above scope of work. If the scope of the services provided changes, the Client will be responsible to pay the fees associated with the work completed at that point in the project should the Client select not to complete further work on the Project. Stantec does not guarantee that completion of a property survey will result in the desired outcome.

We appreciate the opportunity to work with you on this project. This proposal will be valid for 30 days from November 2, 2022. Should you have any questions, or need clarification of anything presented in the proposal, please do not hesitate to call Pamela Massaro at (970) 893-4807.

Regards,

Stantec Consulting Services Inc.

Pamela Massaro, PE
Principal
Phone: (970) 893-4807
Mobile: (970) 646-8563
Pamela.Massaro@Stantec.com

By signing this proposal, North Weld County Water District authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ day of _____, 2022.

Per: Eric Reckentine

Signature

SECTION 00 63 63

CHANGE ORDER

Project: WCR 74/33 Intersection

Date of Issuance: ___/___/2022

Owner: North Weld County Water District

Change Order No.: 01

Address: 32825 WCR 39
Lucerne, CO 80646

Contractor: American West Construction, LLC **Construction Manager:** Jon Miklya

You are directed to make the following changes in the Contract Documents:

Adjust the contract dates for Substantial Completion and the date of Ready for Final Payment, as described herein.

Description:

This Project is being performed, as required by Weld County, for the WCR 74/33 Intersection/Roundabout Project. Per discussions with Weld County's Project Manager, Mike Bedell, the proposed contract dates are acceptable to Weld County and are not anticipated to interfere with the County's project.

Purpose of Change Order:



Adjust the contract dates; no adjustment to the contract price is proposed.

Attachments (List Documents Supporting Change):

Emails confirming Weld County's acceptance of the proposed modifications to the contract dates.

Appropriations have been made and are available for this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
<i>Original Contract Price:</i> \$895,636.00	<i>Original Contract Time:</i> Substantial Completion: 12/02/2022 Ready for Final Payment: 12/30/2022
<i>Previous Change Orders:</i> No. <u>N/A</u> to No. <u>N/A</u> \$0.00	<i>Net Change from Previous Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Contract Price Prior to this Change Order:</i> \$895,636.00	<i>Contract Time Prior to this Change Order:</i> Substantial Completion: 12/02/2022 Ready for Final Payment: 12/30/2022
<i>Net Increase of this Change Order:</i> \$0.00	<i>Net Increase of this Change Order:</i> Substantial Completion: Twenty-One (21) Days Ready for Final Payment: One (1) Day
<i>Net Decrease of this Change Order:</i> \$0.00	<i>Net Decrease of this Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Net Change of this Change Order:</i> \$0.00	<i>Net Change of this Change Order:</i> Substantial Completion: Twenty-One (21) Days Ready for Final Payment: One (1) Day
<i>Contract Price with all Approved Change Orders:</i> \$895,636.00	<i>Contract Time with all Approved Change Orders:</i> Substantial Completion: 12/23/2022 Ready for Final Payment: 12/31/2022

RECOMMENDED: By: 	APPROVED: By:	APPROVED: By: 
Engineer	Owner	Contractor

ATTACHMENT

(FOLLOWING PAGE)

From: Darin Pytlik
Sent: Wednesday, September 28, 2022 1:41 PM
To: Mike Bedell
Subject: RE: WCR 74/33 Intersection - NWCWD Relocations - Completion Dates

That sounds great; thanks Mike.
Take Care,
Darin

From: Mike Bedell <mbedell@weldgov.com>
Sent: Wednesday, September 28, 2022 1:09 PM
To: Darin Pytlik <dpytlik@providenceic.com>
Subject: RE: WCR 74/33 Intersection - NWCWD Relocations - Completion Dates

Thanks for the information. This should not be a problem. I am currently estimating a bid advertisement date of 11/02/22 and a notice to proceed with construction date of 1/02/23 for our 33/74 Roundabout. Our construction will not be completed until about one year from now.

From: Darin Pytlik <dpytlik@providenceic.com>
Sent: Wednesday, September 28, 2022 11:15 AM
To: Mike Bedell <mbedell@weldgov.com>
Subject: WCR 74/33 Intersection - NWCWD Relocations - Completion Dates

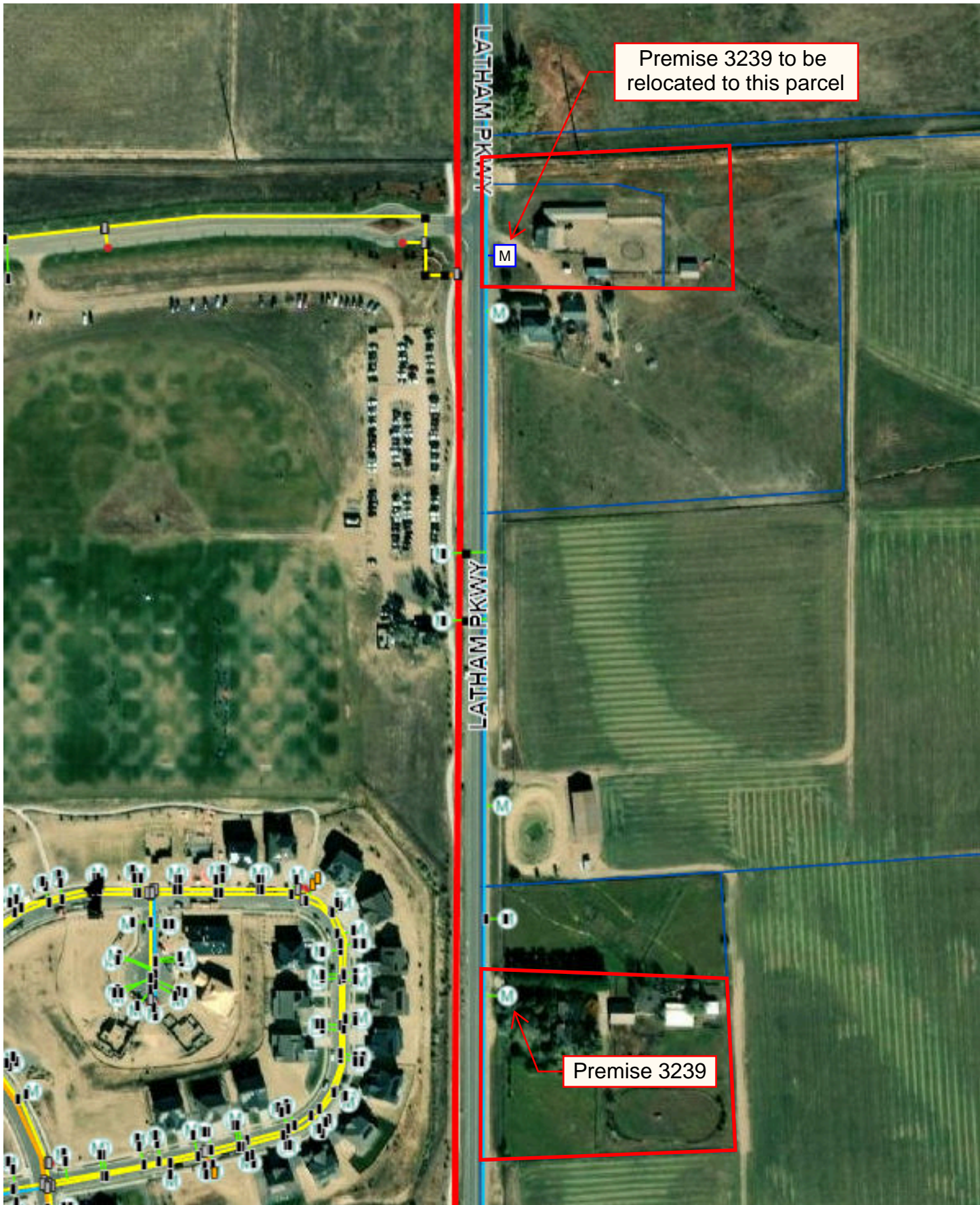
Caution: This email originated from outside of Weld County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike,
Thanks again for discussing these completion dates with me this morning.
Per our discussion, the County's contractor is not scheduled to be in the field until January 2023.
As such, I'm proposing that NWCWD adjust the completion dates for their contractor, American West Construction, as follows:

- 1) Substantial Completion: December 23, 2022.
- 2) Final Completion: December 31, 2022.

Please confirm this is okay with you.
Thanks again for the help,
Darin

END OF SECTION



Premise 3239 to be relocated to this parcel

M

Premise 3239

SECTION 00550
NOTICE TO PROCEED

Date: 10/27/2022 .

Project: Long's Peak Recharge Basin Project	
Owner: North Weld County Water District	Owner's Contract No.:
Contract: Construction Services	Engineer's Project No.: 227704354
Contractor: Quality Well & Pump, LLC	
Contractor's Address: 39525 HWY 85	
Ault, CO 80610	

You are notified that the Contract Times under the above Contract will commence to run on 10/28/2022. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, Substantial Completion must be achieved by April 19, 2023, and readiness for final payment must be achieved by May 4, 2023.

Before you may start any Work at the Site, Paragraph 2.01 B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured's and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Work at the site must be started as indicated in the Contract Documents.

North Weld County Water District
Owner

By: *E. Marty Jones*
Engineer *Stantec*

SECTION 00510
NOTICE OF AWARD

Date: Oct. 27, 2022

Project: Longs Peak Recharge Basin Project

Owner: North Weld County Water District

Owner's Contract No.:

Contract: Construction Services

Engineer's Project No.: 227704354

Bidder: Quality Well & Pump, LLC

Bidder's Address: 39525 HWY 85

Ault, CO 80610

You are notified that your Bid dated _____
for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the
Longs Peak Recharge Basin Project.

The Contract Price of your Contract is \$ \$55,425 .

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).

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

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: North Weld County Water District

By: _____


Copy to Engineer

SECTION 00520
AGREEMENT

THIS AGREEMENT is by and between North Weld County Water District (“Owner”) and
Quality Well & Pump LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Furnish bonds, insurance, and permits required by Section 01035. Mobilization to and demobilization from the construction site, including any requisite site access improvements and site reclamation. Furnish and install water delivery infrastructure at one (1) location, including all appurtenances. Furnish and install water delivery pipeline, channels and measuring devices, including all appurtenances. Excavate one (1) recharge basin. Provide and install key finishes and complete site restoration.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Long’s Peak Recharge Basin

ARTICLE 3 – ENGINEER

3.01 The Project was designed in part by STANTEC (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

This project will reach substantial completion by April 19, 2023 and final completion by May 4, 2023. Work can be sequenced and planned as needed and desired by the selected Contractor in order to meet their needs and schedules as long as the completion dates set forth are maintained.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner one thousand four hundred dollars (\$1,400.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner one thousand four hundred dollars (\$1,400.00) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01 A below:
- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 4th Wednesday of each month, for the previous months work, during performance of the Work as provided in Paragraph 6.02 A 1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07 A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 10 percent upon completion of mobilization.
 - b. 95 percent of Work completed (with the balance being retainage), and

- c. 90 percent of cost of materials and equipment procured, insured, and satisfactorily stored on-site but not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 B 5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01 E above, Contractor does not consider that 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 Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor shall perform no less than 70% of the work with their own forces.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings with each sheet bearing the following general title and number of sheets (shown in parenthesis):
 "Longs Peak Recharge Basin Project" (6 sheets)
 - 8. Addenda (numbers 0 to 0, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.

- B. The documents listed in Paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 10/28/2022 .

OWNER:

North Weld County Water District

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

32825 CR 39

PO BOX 56

LUCERNE, CO 80646

CONTRACTOR

Quality Well & Pump LLC

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into this 24 day of Oct, 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.

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**

[see attached]

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:

NORTH WELD COUNTY WATER DISTRICT,
a Colorado special district.

By: _____
Name: _____
Title: _____

SELLER:

LONGS PEAK DAIRY, LLC
a Colorado limited liability company.

By: Wade Padfords
Name: Wade Padfords
Title: Owner

RECHARGE POND EASEMENT AGREEMENT

This Recharge Pond Site Easement Agreement (this "**Agreement**") is entered into to be effective as of the 24 day of Oct 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

- A. Grantor is the fee owner of that certain property more particularly described on **Exhibit A**, attached to this Agreement (the "**Grantor Property**").
- B. 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**").
- C. 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 a permanent, exclusive easement (the "**Recharge Easement**") in the area of the Grantor Property depicted in **Exhibit B-1** and legally described in **Exhibit B-2**, together with a permanent, non-exclusive pedestrian and vehicular access easement on, over, and across a portion of the Grantor Property depicted in **Exhibit C-1** and legally described in **Exhibit C-2** 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 D** 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: Eric Reckentine
32825 Co Rd 39
Lucerne, Colorado 80646
Email: ericr@nwcwd.org

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: Wade Podtburg
Printed Name: Wade Podtburg
Title: Owner

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 Weld)

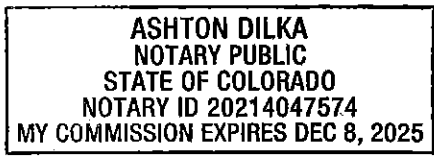
On 24th of October, 2022 before me, Ashton N. Dilka,
Here Insert Name and Title of the Officer
personally appeared Wade Podtburg,
Name(s) of Signer(s)

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 Ashton N Dilka
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: _____
Printed Name:
Title:

STATE OF COLORADO)
)
COUNTY OF _____) ss.

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-1

LEGAL DESCRIPTION:

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AS MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED PLS 23513 AT THE CENTER OF SAID SECTION 7 AND A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED PLS 15606 AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, ASSUMED TO BEAR SOUTH 00°15'22" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2644.96 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE CENTER OF SAID SECTION 7;

THENCE SOUTH 88°48'19" EAST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 162.00 FEET;

THENCE SOUTH 00°15'22" EAST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 88°48'19" WEST, A DISTANCE OF 162.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 00°15'22" WEST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 19,434 SQUARE FEET OR 0.45 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600

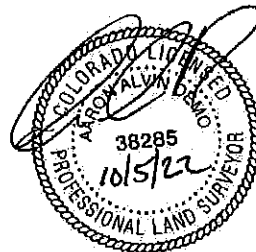
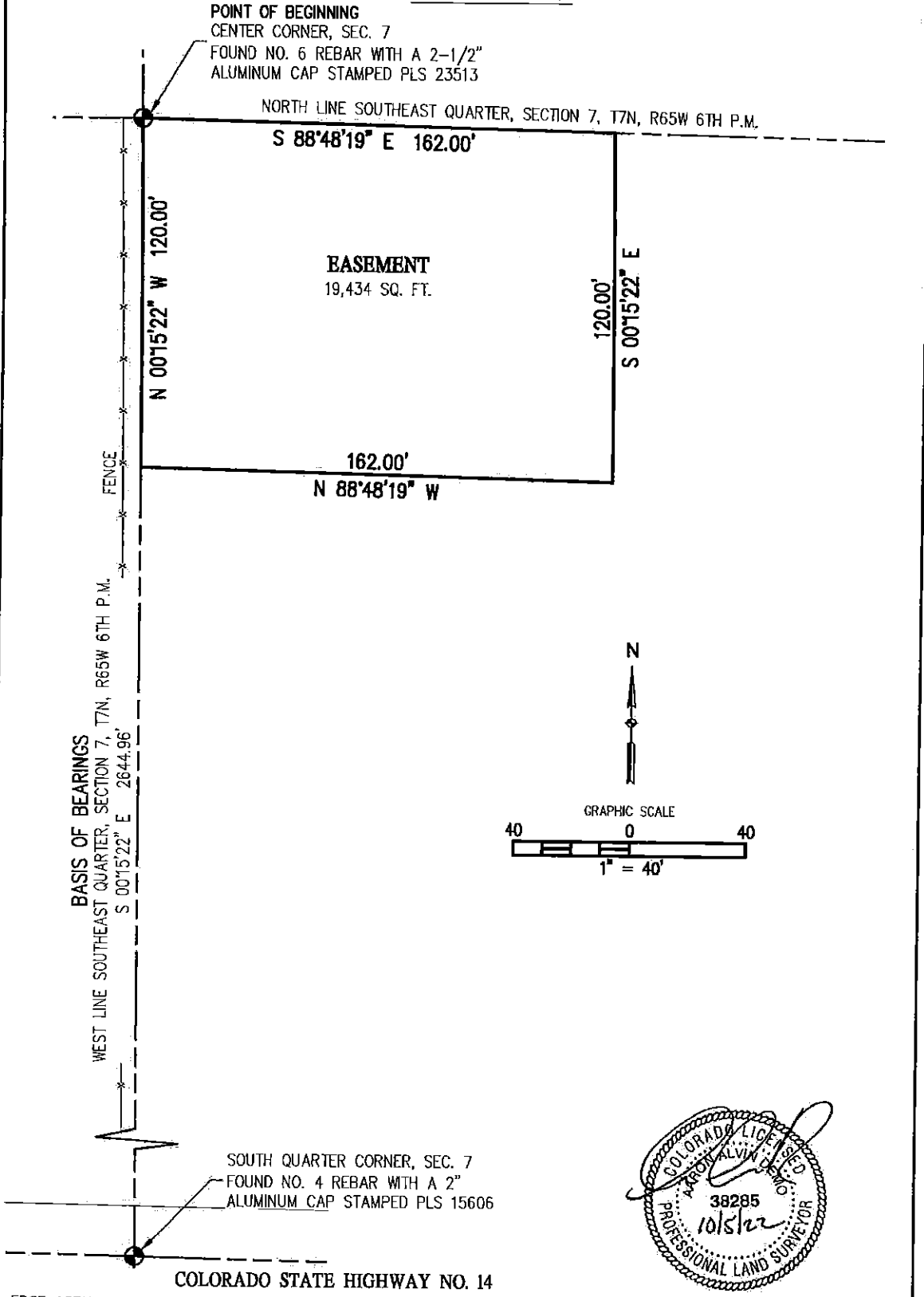


EXHIBIT B-2



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AARON ALVIN DEMO, PLS
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38295
 FOR AND ON BEHALF OF BASELINE CORPORATION

<p>Engineering • Planning • Surveying</p> <p>4027 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537 P: 970.353.7600 • F: 970.673.4864 • www.baselinecorp.com</p>	<p>NORTH WELD COUNTY WATER DISTRICT</p>	<p>DESIGNED BY: WAL SHAW DATE: 10/05/2022</p> <p>DRAWN BY: DKL DATE: 10/27/2022</p> <p>CHECKED BY: AAD DATE: 10/27/2022</p>
	<p>POND EASEMENT</p> <p>SOUTHEAST QUARTER SECTION 7, T7N, R65W OF THE 6TH P.M.</p>	<p>COUNTY OF WELD</p> <p>SHEET 2 OF 2</p>

EXHIBIT C-1

LEGAL DESCRIPTION:

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AS MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED PLS 23513 AT THE CENTER OF SAID SECTION 7 AND A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED PLS 15606 AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, ASSUMED TO BEAR SOUTH 00°15'22" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2644.96 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE CENTER OF SAID SECTION 7;

THENCE SOUTH 00°15'22" EAST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 120.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 88°48'19" EAST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 00°15'22" EAST, A DISTANCE OF 635.00 FEET;

THENCE NORTH 88°48'19" WEST, A DISTANCE OF 12.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 00°15'22" WEST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 635.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 7,620 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

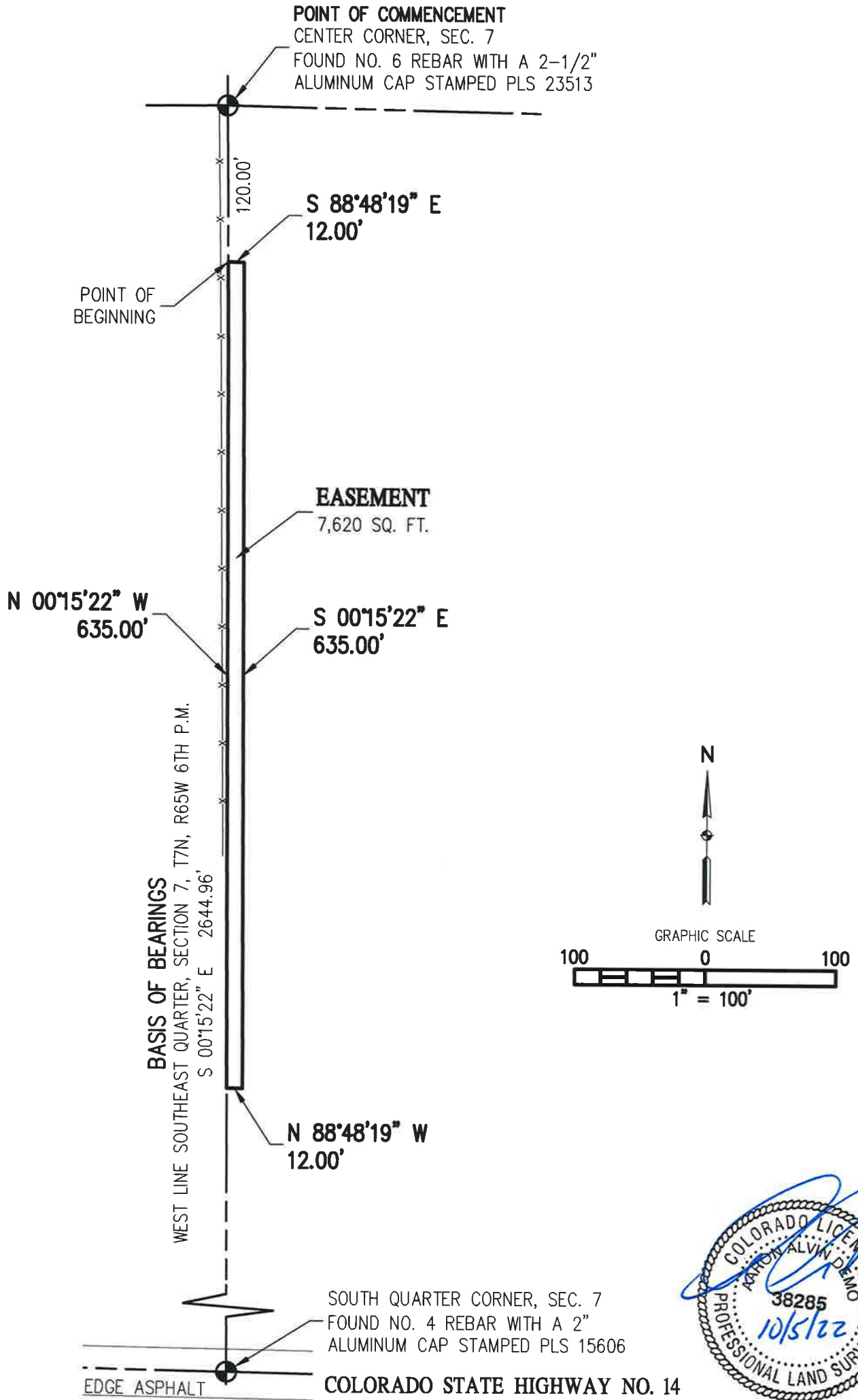
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600



EXHIBIT C-2



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AARON ALVIN DEMO, PLS
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
 FOR AND ON BEHALF OF BASELINE CORPORATION

BASELINE
 Engineering · Planning · Surveying

4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537
 P. 970.353.7600 • F. 866.679.4884 • www.baselinecorp.com

NORTH WELD COUNTY WATER DISTRICT

COUNTY OF WELD

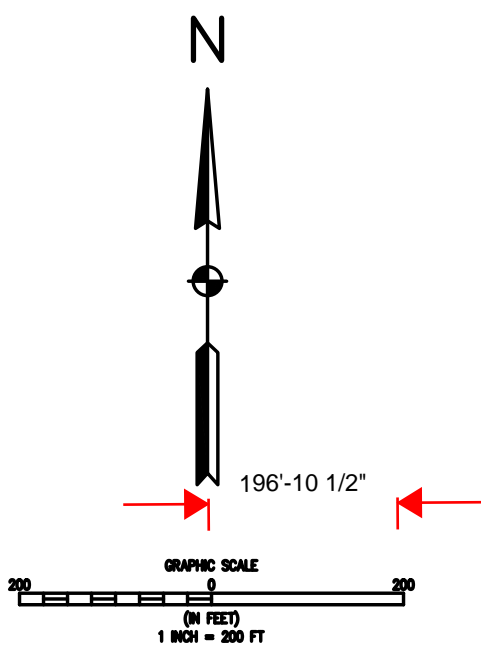
ACCESS EASEMENT

SOUTHEAST QUARTER SECTION 7, T7N, R65W OF THE 6TH P.M.

DESIGNED BY	INITIAL SUBMITTAL	10/05/2022
DRAWING SIZE	8.5" X 14"	
SURVEY FIRM	NOCO	SURVEY DATE
		09.27.2022
DRAWN BY	JOB NO.	15565
DKL	DRAWING NAME	15565 - EASEMENTS.dwg
CHECKED BY	SHEET	2 OF 2
AAD		



still need a easement to get to the basin area



Resolution No. 20221114-01

**RESOLUTION
OF THE BOARD OF DIRECTORS
OF THE
NORTH WELD COUNTY WATER DISTRICT**

**CERTIFYING DELINQUENT WATER SERVICE FEES AND CHARGES TO WELD
COUNTY TREASURER FOR COLLECTION**

WHEREAS, the North Weld County Water District (the "District") was duly organized and validly exists pursuant to and in accordance with the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the "Board") is empowered to fix and from time to time increase or decrease certain fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District; and

WHEREAS, the District currently imposes various water service fees, rates, tolls, penalties, and charges upon properties receiving services furnished by the District; and

WHEREAS, pursuant to § 32-1-1101(l)(e), C.R.S., the District is permitted to have certain delinquent fees, rates, tolls, penalties, and charges made or levied by the District certified to the Weld County Treasurer for collection in the same manner as taxes; and

WHEREAS, the properties reflected on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Delinquent Property"), are delinquent in its water service charges fees by at least six (6) months and by more than One Hundred Fifty Dollars (\$150); and

WHEREAS, the Delinquent Property has outstanding delinquent fees, rates, tolls, penalties, and charges in the amounts set forth in Exhibit A (the "Delinquent Fees"); and

WHEREAS, pursuant to § 32-1-1101(l)(e), C.R.S., the District may elect, by resolution, at a public meeting held after receipt of notice by the Delinquent Property, to certify the Delinquent Fees to the County Treasurer for collection; and

WHEREAS, the District has provided notice to the Delinquent Property and considers adoption of this Resolution at a public meeting; and

WHEREAS, the District, by this Resolution, desires to certify the Delinquent Fees to the County Treasurer for collection.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. CERTIFICATION OF DELINQUENT FEES. The Board hereby elects to have the Delinquent Fees certified to the County Treasurer to be collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to § 39-10-107, C.R.S. The Board hereby directs the District's Manager to certify to the County Treasurer the Delinquent Fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Certification"). Such Delinquent Fees shall be certified by no later than December 1, 2022 in order to comply with State statutory and County certification deadlines.

Remainder of Page Intentionally Left Blank. Signature Page to Follow.

APPROVED AND ADOPTED this 14th day of November, 2022.

NORTH WELD COUNTY WATER DISTRICT

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

Delinquent Property and Delinquent Fee

Delinquent Property No. 1

Property Address: 27101 7th Ave, Weld, CO 80624

Legal Description: 9855 L5-6 BLK 9 GILL

Account Number: R1212686

Delinquent Amount: \$338.88

Collection Fees:

Total Owed:

...

Delinquent Property No. 2

Property Address: 27018 5th Ave, Weld, CO 80624

Legal Description: 9799 IMPS ONLY MH L3&4 GILL

Account Number: R0017388

Delinquent Amount: \$408.72

Collection Fees:

Total Owed:

...

Delinquent Property No. 3

Property Address: 16583 Highway 392, Greeley, CO 80631

Legal Description: PT SE4 14 6 66 LOT B REC EXEMPT RECX12-0070

Parcel Number: 080514400012

Delinquent Amount: \$408.72

Collection Fees:

Total Owed:

To: Board of Directors North Weld County Water District

From: Eric Reckentine

October 10, 2023

Preliminary and Draft North Weld County Water District 2023 Budget Memo

Total district water usage growth is projected to increase at approximately 0.5% for the next 3 years and at approximately 1% starting in 2027.

- Commercial water usage is projected as flat to 2021 volumes for next 5 years
- Wholesale Water Accounts are projected at approximately 0.5% water usage increases for the next 5 years and the three towns associated with the Group treatment plant usage volumes are projected as flat starting in 2027.
- District residential water usage is projected at approximately 0.5% water usage increase annually for the next three years.

Revenue

Meter sale revenue is anticipated to increase from approximately \$16.5 million in 2022 budget to \$18 million in 2023. The 2022 forecast projects approximately \$18 million in metered revenues.

- Rate increase projections for all customer classes is at 7% for next ten years
- Towns out of compliance with storage requirements are projected at residential rates for next two years
- Water allocation surcharges are projected at \$6.00/K
- Plant investment surcharges are projected at \$3.95/K
- Plant Investment sales are projected at 150 PI's annually for 5 years
- Cash in Lieu sales are projected at 10 units at \$62,500, recommend raising cost to \$73,000 per unit
- Plant Investment Fee is currently projected at \$17,650 per PI not counting distance fee. Recommend Honey Creek Consulting review and recommend appropriate rate based upon revised CIP

Expenses

Operations Maintenance, Administration 2023 budget is projected at approximately \$9.4 million which is approximately \$400,000 increase to 2022 budget and flat to 2022 forecast.

Labor costs are projected to increase from 2022 to 2023 by 10% that includes a 5% employee cost of living increase

District anticipates acquiring two replacement fleet vehicles in 2023 and an additional backhoe, John Deere 135p for \$200,000 in total.

Solider Canyon Filter Plant treatment costs rate increase of \$500,000 for 2023, see attached SCWTA budget memo

Capital improvement project costs for 2023 are projected at approximately \$28.2 million compared to 2022 budget of \$26.5 million. Forecast for 2022 is capital improvement projects is projected at \$10 million to date. This is a reflection on supply chain issues in relation to potential NEWT III pipeline project and Eaton Pipeline project starts and reflects only potential material orders and water rights acquisition. This number may be adjusted prior to final budget if materials are acquired, and two Tank rehab projects start.

Capital Improvements projects costs have been projected at 30% cost increase for the duration of the projects based upon rapid increase in material costs. The anticipated capital improvement ten-year forecast is approximately \$200 million that includes approximately \$ 60 million in water rights acquisition.

System

- North Weld East Larimer County (NEWT) III transmission line permitting, and construction projected cost of \$ 8 million for 2023 and \$8 million for 2024
- Eaton Pipeline Phase 2 two mile 30-inch distribution construction projected cost of \$3.5 million for 2023, anticipating fall of 2022 construction costs of \$3.5 million
- Emergency generator power at Pump Station 1 and Nunn pump Station projects cost of \$250,000
- Greeley and North Weld Interconnect projected cost of \$3 Million
- AWIA additional security and SCADA power upgrades projected cost \$100,000
- Tank Rehabilitation Projects Tank 5 and Tank 7 projected cost of \$1.6 million
- Tank 1C Design and Construction project cost of \$7 million with 2025 construction
- Tank 1 16-inch distribution pipeline upsizing project projected start 2024 total project cost of approximately \$20 million
- Weld County Transmission Line to Tank 1 Site project start 2024 project cost of \$8 million
- Summit View Pump Station Upgrade project start 2026 projected cost of \$4 million

Raw Water Projects for 2023

- Raw water district drought supply acquisition project projected at \$9 million
- Water Supply and Storage Company Structures projected cost of \$50,000
- Larimer #2 Headgate Project Overland Ponds projected cost of \$200,000
- Pleasant Valley Pipeline sedimentation basin project projected cost of \$312,000
- Reservoir Pumping Costs of \$200,000
- Legal and Engineering cost of approximately \$200,000

Master Planning and Policy

- Regional Master Plan
 - Capacity Sale Caps for Wholesale Accounts, Evaluate and Revise Water Service Agreements
 - Capacity Limits for Commercial Accounts, Evaluate and Revise Water Service Agreements
 - Tap Sale Limits on Residential Taps, Evaluate and Revise Water Service Agreements
 - Revised Capital Improvement Projects Program
- Cost of Service Study finalized 2023 dependent on Revised Water Service Agreement
- System Pressurization Study for analyses pressurization of the transmission system at the treatment plant to be managed by SCWTA
- Soldier Canyon Filter Plant Expansion Study to be managed by SCWTA projected at \$50,000 for 2023
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA projected at \$500,000 for 2023

The district completed the following capital improvement projects in 2022:

- Solider Canyon Treatment Plant Upgrade to 60 MGD
- Line 1 replacement project and upsizing
- Pump Station 1 upgrade
- Old Eaton Pipeline bypass, line replacement and upsizing
- Emergency Backup Power Summit View
- Emergency Power SCADA
- Start Buss Grove Interconnect
- Start Greeley NW Interconnect
- Start Construction NEWT III Transmission Line
- Start Construction Eaton Pipeline Project Phase 2
- Acquisition of Knox Pit Reservoir Project - Overland Ponds
- Acquisition of Water Rights

Over the course of the previous 4 years the District has acquired over 1,300 acre-feet of new water supplies at a cost of approximately \$49,000,000, averaging \$41,000 per acre-foot, constructed approximately \$41,000,000 of system improvements, averaging about \$8.2 million annually to serve growth and maintain reliable service, has spent \$47,000,000 in operations and maintenance (O&M), or about \$9.4 million per year, has received \$80,000,000 in operational revenue, has received \$65,000,000 in non-operation revenue and has maintained approximately \$10,000,000 in operational and replacement reserve funds. Specific projects include:

- Eaton Pipeline Project Phase 1
- Pump Station Rebuild Summit View
- Pump Station Upgrade Station 4

- Pump Station Upgrade Station 6
- Mason Street Interconnect City of Greeley
- Horse tooth Operation Project Hansen Pump Back Station
- Master Meters to Severance
- Master Meter to Windsor
- Nunn Pump Station Upsize and Replacement
- Wild wing Irrigation Raw Water Line
- Acquisition of River Bluffs Reservoir Storage Project
- Acquisition of Overland Ponds – Cell 5
- Adjudication and Development of Return Flow Structures for Native Rights
- 5- year CDPHE Sanitary Survey
- American Water Infrastructure Act Survey and Implemented the Response Recommendations
- Mill Levy Ballot Initiative

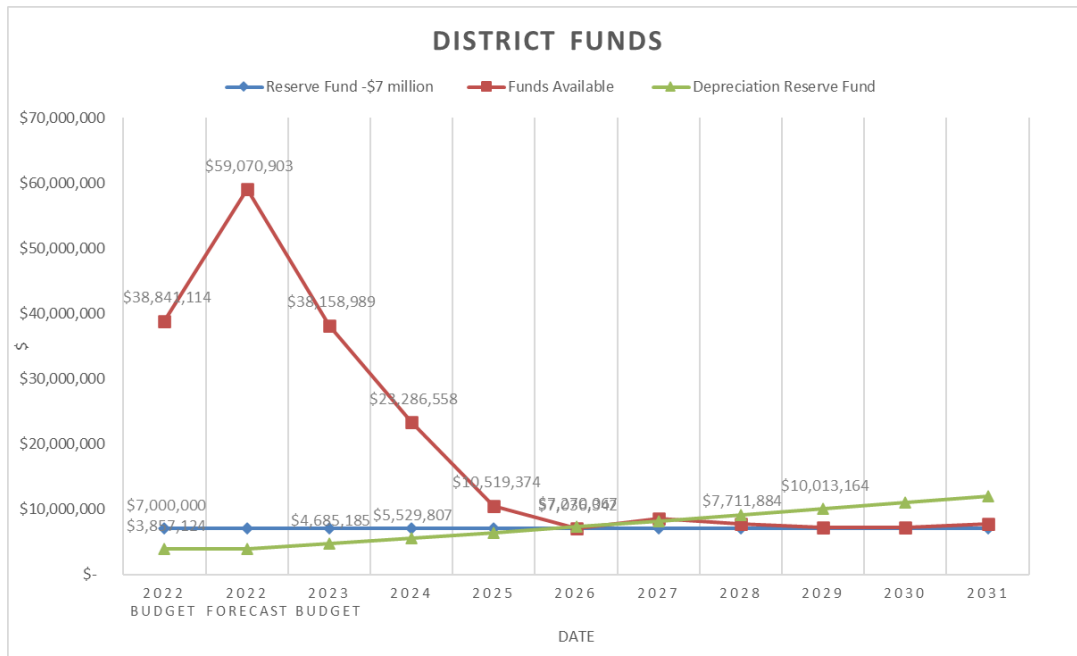
The district over the course of 4 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and polices, development review procedures, drought triggers, finance and reserve fund policies, board of director manual and plant investment and water dedication policies.

The following are considered by district management to be key policy changes that have had significant impact on maintaining district solvency:

- Finance Policies for Reserve and Depreciation Funds
- Elimination of the Conservation Blue Tap Program
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication
- Drought Trigger Policies and Surcharges
- Flow Control Program for Commercial Customers
- Mortarium Policies Temporarily Limiting New Growth
- Elimination of the Water Allocation and Plant Investment Reinvestment Program

**2023 Budget and Forecast
North Weld County Water District**

	2022 budget	2022 Forecast	2023 Budget	Forecasts			
				2024	2025	2026	2027
Revenues							
Total Operating Revenue	\$ 16,433,340	\$ 18,500,000	\$ 18,189,459	\$ 19,512,823	\$ 20,932,868	\$ 22,456,656	\$ 24,091,762
Debt Proceeds	\$ 38,000,000	\$ 34,615,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 184,009	\$ 150,000	\$ 185,081	\$ 186,175	\$ 187,291	\$ 188,429	\$ 189,590
Total Contributions	\$ 2,157,808	\$ 7,500,000	\$ 4,174,964	\$ 4,492,463	\$ 4,510,313	\$ 4,528,519	\$ 4,547,089
Total Revenues	\$ 56,848,570	\$ 60,765,000	\$ 22,624,387	\$ 24,267,842	\$ 25,708,380	\$ 27,253,069	\$ 28,909,496
Expenditures							
Administrative	\$ 1,816,621	\$ 1,950,000	\$ 2,147,230	\$ 2,300,300	\$ 2,355,912	\$ 2,412,925	\$ 2,471,375
Operational	\$ 7,134,738	\$ 7,500,000	\$ 7,177,462	\$ 7,197,133	\$ 7,004,022	\$ 7,189,542	\$ 7,290,626
Debt Service	\$ 3,238,288	\$ 3,300,000	\$ 5,127,288	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250
Water Enterprise Fund 2020 Bond	\$ 477,288	\$ 477,288	\$ 473,288	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600
Capital Improvements	\$ 26,615,700	\$ 10,000,000	\$ 28,239,700	\$ 24,360,500	\$ 23,815,396	\$ 15,820,390	\$ 12,325,484
Total Expenditures	\$ 38,805,347	\$ 23,227,288	\$ 42,691,679	\$ 38,278,758	\$ 37,596,818	\$ 29,839,782	\$ 26,509,734
Earnings	\$ 18,043,223	\$ 37,537,712	\$ (20,067,292)	\$ (14,010,916)	\$ (11,888,439)	\$ (2,586,712)	\$ 2,399,762
Funds Available (carry over prior to depreciation)	\$ 36,669,174	\$ 59,898,964	\$ 39,003,611	\$ 24,148,072	\$ 11,398,119	\$ 7,932,662	\$ 9,436,104
Depreciation	\$ 828,061	\$ 828,061	\$ 844,622	\$ 861,515	\$ 878,745	\$ 896,320	\$ 914,246
Funds Available	\$ 38,841,114	\$ 59,070,903	\$ 38,158,989	\$ 23,286,558	\$ 10,519,374	\$ 7,036,342	\$ 8,521,858
Reserve Fund -\$7 million	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000
Fund Available minus reserve fund	\$ 31,841,114	\$ 52,070,903	\$ 31,158,989	\$ 16,286,558	\$ 3,519,374	\$ 36,342	\$ 1,521,858
Depreciation Reserve Fund	\$ 3,857,124	\$ 3,857,124	\$ 4,685,185	\$ 5,529,807	\$ 6,391,322	\$ 7,270,067	\$ 8,166,387



North Weld County Water District
2023 Budget

	BREAKDOWN	2023 Budget	2024	2025	2026	2027
3000	Revenue	\$ 22,624,387	\$ 24,267,842	\$ 25,708,380	\$ 27,253,069	\$ 28,909,496
	3100 Operating	\$ 18,189,459	\$ 19,512,823	\$ 20,932,868	\$ 22,456,656	\$ 24,091,762
	3200 Non-Operating	\$ 131,212	\$ 131,229	\$ 131,246	\$ 131,263	\$ 131,281
	3300 New Service	\$ 4,174,964	\$ 4,492,463	\$ 4,510,313	\$ 4,528,519	\$ 4,547,089
	3400 Aq-Water Income (Non-Op)	\$ 18,207	\$ 18,571	\$ 18,943	\$ 19,321	\$ 19,708
	3500 Miscellaneous (Non-Op)	\$ 35,662	\$ 36,375	\$ 37,103	\$ 37,845	\$ 38,601
	3700 Debt Proceeds					
	2009 Bond Revenue (included in operating revenue)	\$ -	\$ -	\$ -	\$ -	\$ -
4000	Operational Expense	\$ 7,177,462	\$ 7,197,133	\$ 7,004,022	\$ 7,189,542	\$ 7,290,626
	4100 Water	\$ 3,864,012	\$ 3,943,491	\$ 3,677,054	\$ 3,787,548	\$ 3,811,864
	4200 Personnel Operations	\$ 1,837,197	\$ 1,882,965	\$ 1,929,876	\$ 1,977,961	\$ 2,027,247
	4400 Operation & Maintenance	\$ 1,055,153	\$ 941,156	\$ 958,979	\$ 977,159	\$ 995,702
	4500 Engineering	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
	4600 Electricity	\$ 181,100	\$ 184,722	\$ 188,416	\$ 192,185	\$ 196,028
	4700 Communications	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
	4800 Insurance	\$ 140,000	\$ 142,800	\$ 145,656	\$ 148,569	\$ 151,541
	4900 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
5000	Administrative	\$ 2,147,230	\$ 2,300,300	\$ 2,355,912	\$ 2,412,925	\$ 2,471,375
	5100 Personnel - Administrative	\$ 932,658	\$ 960,638	\$ 989,457	\$ 1,019,141	\$ 1,049,715
	5200 Payroll Taxes	\$ 134,968	\$ 137,668	\$ 140,421	\$ 143,230	\$ 146,094
	5300 Health Insurance	\$ 60,000	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946
	5400 Office Utilities	\$ 191,105	\$ 194,927	\$ 198,826	\$ 202,802	\$ 206,858
	5500 Office Expenses	\$ 199,949	\$ 203,948	\$ 208,027	\$ 212,188	\$ 216,431
	5600 Professional Fees	\$ 620,820	\$ 734,036	\$ 748,717	\$ 763,691	\$ 778,965
	5900 Miscellaneous	\$ 7,729	\$ 7,883	\$ 8,041	\$ 8,202	\$ 8,366
6000	Capital Improvements	\$ 28,239,700	\$ 24,360,500	\$ 23,815,396	\$ 15,820,390	\$ 12,325,484
	6200 Storage Tanks	\$1,600,000.00	\$ -	\$ 7,000,000.00	\$ -	\$ -
	6300 Pump Stations	\$ -	\$ -	\$ -	\$4,000,000.00	\$ -
	6400 Equipment	\$ 25,700	\$ 25,700	\$ 25,700	\$ 25,700	\$ 25,700
	6500 System	\$ 15,740,000	\$ 17,594,800	\$ 10,049,696	\$ 5,054,690	\$ 5,559,784
	6600 Water Rights/Storage	\$ 10,070,000	\$ 6,560,000	\$ 6,560,000	\$ 6,560,000	\$ 6,560,000
	6700 Land / Easements	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
	6900 Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Bond Issue	\$ 5,127,288	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250
	7200 Interest / Principle	\$ 5,127,288	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250
	7400 Interest Expense Other					
	7800 Depreciation					
	7900 Amortization					
	Water Enterprise Fund	\$ 473,288	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600
	Total Expense	\$ 42,691,679	\$ 38,278,758	\$ 37,596,818	\$ 29,839,782	\$ 26,509,734